



QED Service

Owner: Mike Burroughs

Professional Property Inspections

Post Office Box 14915 Monroe, LA 71207

Office 318-324-0661 Cell 318-376-0482

Litigation Consultant and Expert Fee Schedule and Conditions

HOURLY RATES (LA):

Regular hourly rate (Investigations, Research and Consultation.)	\$125/hr
Trial, Deposition Arbitration/Mediation Testimony (from time of scheduled commencement to end of participation). 4 Hour minimum to be paid prior to deposition or trial. In the event the deposition is canceled 48 hours notice must be given or the minimum charge will be invoiced.	\$225/hr
Travel time rate (portal to portal)	\$75/hr
Secretarial, Clerical, Staff	\$60/hr

Retainer amount: \$1,500 (Not required for Litigation Consultant Service)

Litigation Consultant Service fee: \$750

Litigation Consultation Service (Louisiana only):

One time review of case, site and material. This service does not provide any litigation work but is designed to inform council and their clients the direction that we feel the case needs to proceed. If additional work is needed then the above hourly rates and the normal retainer will be required for any additional consultations or expert work. Depending on your needs, a verbal or written report can be prepared and is part of this service. The fee for this litigation consultation service is \$750. No retainer is required for this service.

Note: Due to the recent increase in transportation cost a mileage fee of .50 per mile will be charged for service outside of 50 miles of our office in Monroe, LA.

COST, EXPENSES and CONDITIONS:

1. Time will be billed for all time involved relative to the case, including but not limited to preparation time, court waiting time, and stand by time and travel time. All time is measured portal to portal. For the litigation consultant service additional fees will only be assessed after client's notification and approval.
2. Retainer: If the case extends over 60 days a fee of not less than 25% and not more than 30% of the original retainer amount will be charged against the retainer for

every 30 day period or increment after that time. If a zero balance is reached on the retainer an additional retainer may be requested. Remaining retainer amounts will be credited against final invoice.

3. Unless otherwise agreed to in writing, the "client" is the person to whom the cover letter is addressed along with their employer, if it is included as part of the client's address. The individual client warrants his or her authority to bind the principal. If one or more parties are to be responsible, each must sign a copy of the agreement and each must sign a copy of each attachment page and return them to our office. In the event responsibility for the case changes hands or in the event of a change of personnel, no entity is relieved of the responsibility without the written approval of the expert witness.
4. The client is responsible for paying all fees and expenses of the expert witness related to the engagement. This shall include activities in response to discovery efforts by other parties. As a courtesy, if the client wishes, the expert witness will bill opposing parties for the time and expenses involved in responding to discovery. Credit will be given for payments received pursuant to this billing.
5. Trips requiring overnight stays will be billed for time spent on the case between 8:00 am and 5:00 pm or such greater time as is actually worked and traveled.
6. Expert witness reserves the right to bill lost or wasted time in the event of a cancellation, whether the cancellation is caused by the client or the opposing side.
7. Fees and expenses will be billed as accrued unless other arrangements are made with the expert witness.
8. Rates are subject to change on a calendar year basis without other notice.
9. Payment is due within thirty (30) days of the invoice unless different arrangements with the expert witness have been made. The expert witness reserves the right to assess a late charge of 1 ½ % per month, or fraction thereof, on all invoices not paid within thirty (30) days of the dated invoice. The client shall pay any legal fees and cost associated with the collection of the account.
10. Unless expressly agreed by the litigation consultant/expert witness in writing, any cost estimates for services stated are for the client's budgeting purposes only and are not quotes which are binding on the expert witness.
11. The client agrees to inform the litigation consultant/expert witness of all history, facts, relationships and circumstances relevant to this agreement or to the expert witness assignment which are available to the client. The client further agrees to advise the expert witness of the disposition of the case on a timely basis and to advise whether or not there will be future need for the expert witness's services in the matter.
12. The client agrees to be responsible for and to make all necessary provisions for the expert witness to have access upon such public or private land as is necessary for the expert witness to perform its investigation and services.

13. Confidentiality. The expert witness agrees that the clients identification and all information obtained from the client is and shall remain confidential and that the expert witness shall not release any information to any third party without the express permission of the client or a specific court order or subpoena. The expert witness shall not respond to any subpoena, court order or request without first giving the client reasonable notice of the request, subpoena or court order.
14. The expert witness shall keep detailed records of the investigation undertaken with respect to the incident in question which records shall include notes, sketches, drawings as may be made necessary, and photographs which will illustrate the findings of the expert witness. The expert witness shall consult with the client as to the type of photographs required, digital, standard print, slides or a combination. Digital will be used unless specified.
15. Throughout the investigation the expert witness shall keep the client apprised of the status and results of the investigation. Status reports may be oral or written, as may be appropriate under the circumstances. Note: No written reports will be provided unless required by the client.
16. To the extent possible or permissible, the expert witness will take custody of and maintain safe and secure any physical objects or articles requested by the client whom the expert witness determines may be useful in describing the findings of the expert witness to others, or which the expert witness determines ought to be subjected to special testing. The expert witness will use reasonable care to safeguard such objects or articles; however, the expert witness will not be liable for the loss or destruction of such object or articles if such loss or destruction was beyond the control of the expert.
17. Research, reports, drawings and other documents prepared by the litigation consultant/expert witness are instruments of service and shall, unless otherwise agreed, remain the property of the expert witness. The client may retain copies but the information contained therein may not be used on any other case or project without the express written consent of the expert witness. The expert witness reserves the right to copyright documents prepared by the expert witness as instruments of service, subject, of course, to the license of the client thereunder or its own purpose. This provision is designed for the protection of the expert witness's interests in the event the requirements of discovery suggest a widespread dissemination of the expert witness prepared documents unconnected with the litigation arising from the case.
18. The expert witness agrees and warrants that it will provide the client with its best professional thought and judgment in performing the agreed service. The client agrees that no other warranty, responsibility or liability which the expert witness may incur herefrom shall not exceed the amount of its professional fee.
19. This agreement is to be covered by the law of the principal place of business of the expert witness.

Service requested:

- Litigation Consultation Service (one time review of case) \$750**
- Expert Witness \$1500 retainer and \$125/hour plus expenses (see above for details about court appearances and/or depositions)**

Address of property:

Contact information:

Client: _____

Attorney: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

By accepting this agreement you agree to all of the conditions as stated on the above pages.

ACCEPTED: _____ DATE: _____

ACCEPTED: _____ DATE: _____

Please return by mail, fax or scan and email to: mburroughs2@comcast.net

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