

## **Fee & Expense Policies Agreement**

**Case Preparation:** It is my practice once I have been requested to participate in a case to require remittance of a \$9,500 retainer. This flat fee is nonrefundable and covers in its entirety whatever research and analysis I may have to engage in to effectively evaluate your case; as well as prepare for a discovery deposition and potential trial testimony. Specifically, the flat fee retainer encompasses the following: my analysis and evaluation of all relevant material provided by your office in the process of formulating professional opinions concerning the case; all conference calls and meetings which you may wish to schedule for purposes of discussing the case or obtaining guidance throughout the discovery process. I encourage you to contact me as often as you wish for assistance. All substantive discussions regarding your case will be with me personally. ***Please note that the flat fee retainer does not include requested written reports and affidavits; nor research related specifically to the preparation of such documents—as discussed below.***

**Reports and Affidavits:** I meticulously prepare every written report requested by a client and personally conduct all research required for its preparation. It has been my experience over the years that the thoroughness and quality of my reports often prove helpful in successfully resolving complex litigation. Due to the substantial time normally required to prepare a written report, I will provide your office with an itemized invoice at the rate of \$450 per hour for any requested report. This sum is due and payable in full upon receipt and acceptance of the final report. I utilize the same billing procedure with respect to the preparation of affidavits.

Any use of a **DRAFT REPORT OR AFFIDAVIT** I have prepared prior to my complete compensation for such a product is strictly prohibited. This includes the use of such documents at mediation as well as during settlement discussions with opposing counsel by you or your representatives.

Due to the fact that I am involved in a number of active cases at any given time, I require a minimum of thirty (30) days advance written notice for all reports and affidavits. This is essential to assure timely production of such documents. The same thirty (30) day advance notification is also required by my case manager to schedule deposition and trial testimony.

### **Electronic & Paper Files:**

Once I have been formally retained in a case, I can begin work with initial information provided by email attachments or sent via Dropbox; however, I must receive all relevant documents in paper form in order to complete my analysis. My experience as an expert

has been that discovery in many cases is so extensive that it is simply not feasible for my office to print and collate such material.

**Discovery Depositions:** It is my practice to participate in discovery depositions via Zoom. I charge a flat fee of \$3,500 for discovery depositions and require that all deposition fees be received prior to the date of the deposition. I rely upon the firm with which I am working to communicate my Fee & Expense Policies to opposing counsel. It is my practice to charge a flat fee of \$6,000 for any *de bene esse* deposition which is used at trial in lieu of my personal appearance.

**Trial Testimony:** In the event that a case is not settled and proceeds to the stage of trial, my fee for expert witness testimony is \$7,000 plus whatever travel and per diem expenses are associated with my court appearance. I will provide your firm with a detailed written invoice reflecting this sum prior to the date of my proposed testimony. The full invoice amount must be received prior to my departure for trial. In the unlikely event that conditions at a trial necessitate my presence for additional days, there will be a flat fee of \$3,000 for each day (or any portion thereof) in addition to related per diem expenses. This sum will be due and payable at the time of my trial appearance.

**Trial Cancellation Policy:** I normally begin my preparation for trial testimony one week prior to my scheduled appearance. In the event that a case is settled or continued during that period of the time I charge a flat cancellation fee of \$3,000. (This covers any trial preparation work I may have done; as well as any related expenses (e.g., airline and hotel cancellation penalties).

**Mediation:** My fee for participating in video presentations of my professional opinions in a case is \$450 per hour (this fee applies to preparation for and participation in litigation related videos). Any use of such a video product without my full compensation in advance is strictly prohibited. This includes use of video excerpts of my opinions during mediation and/or settlement discussions with opposing counsel.

**Site inspections:** My associates who conduct requested site inspections are Dave Gregg and Mark Lang. Mr. Gregg is a former police lieutenant with many years of experience in both private security and law enforcement. He is also a licensed private investigator. Mr. Lang is a former sheriff's office captain also with many years of experience in law enforcement and private security. He too is a licensed private investigator. The fee to conduct site inspections at my request on cases in which I have been retained as a consultant and potential expert witness is \$200.00 per hour (plus related per diem expenses).

**Other Professional Services:** My resources as a case consultant and expert witness include the services of four (4) licensed private investigators with extensive experience in law enforcement and private security operations; as well as a ballistic specialist and a crime statistician whose background includes the graphic presentation of demonstrative evidence for use in litigation. I also have a lighting specialist who is certified to conduct

illumination measurements with a calibrated instrument and diagram the spatial distribution of light at a given location.

**In the event that it becomes necessary to institute proceedings for collection of the balance due from the client attorney, he or she agrees to be responsible for all legal fees and costs associated with such collection proceedings, should George Kirkham prevail. Venue for any such proceeding shall lie in Palm Beach County, Florida. In the event that a judgment is entered against the client attorney for any balance due, such judgment shall incur interest at the rate of one and one-half percent (1.5%) for any unpaid balance after thirty days.**

**ANY OFFICIAL LISTING OR DESIGNATION OF ME AS AN EXPERT IN A CASE WITHOUT MY EXPRESS PERMISSION AND FORMAL RETENTION IS STRICTLY PROHIBITED.**

I understand and accept the above terms and conditions relative to Dr. Kirkham's professional services.

PRINTED NAME OF CASE ATTORNEY:

DATE:

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SIGNATURE OF CASE ATTORNEY:

NAME OF CASE:

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