

# TOLLEFSEN EXPERT WITNESS FEE AGREEMENT

**DATED:**

**BETWEEN:** John J. Tollefsen (“Tollefsen”)

**AND:** [REDACTED] (“Law Firm”)

An [REDACTED] professional limited liability company

## 1.0 BACKGROUND FACTS

1.1 The purpose of this agreement is to procure the services of Tollefsen as a potential expert witness for the case of [REDACTED], Case No. [REDACTED], pending before the [REDACTED] Court for the [REDACTED], District of [REDACTED]/State of [REDACTED]. Tollefsen shall provide services for the Law Firm as an independent contractor through the law firm Tollefsen Law Office PLLC. Payment to Tollefsen is not dependent upon the findings or opinions which Tollefsen renders, or on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, or on any contractual arrangement between the Law Firm and its client or with any other person or party.

## 2.0 QUALIFICATIONS

2.1 Law Firm has reviewed, investigated, and verified Tollefsen’s credentials, and agrees that Tollefsen is qualified to perform the services described in this agreement.

## 3.0 LIABILITY FOR FEES

3.1 Regardless of Law Firm’s arrangement with its client(s), Law Firm and the attorney signing this agreement are liable, jointly and severally, for Tollefsen’s fees due under this agreement.

## 4.0 RETAINER

4.1 All payments due under this Agreement shall be made payable to Tollefsen Law Office PLLC.

4.2 Law Firm shall maintain a \$[REDACTED] initial retainer against the work that needs to be done. Tollefsen will bill against this retainer monthly. Law Firm will promptly replenish the retainer each month after receipt of the monthly invoice.

4.3 If Law Firm discloses Tollefsen as an expert witness, if a deposition is

scheduled, or if Tollefsen is called as a trial witness, the retainer shall increase to \$\_\_\_\_. Law Firm will promptly replenish this retainer each month after receipt of the monthly invoice.

## **5.0 FEES**

- 5.1 Tollefsen shall be paid an initial, nonrefundable case-opening, review, and consultation fee of \$500 in advance of opening the case file. This fee is compensation for the time and effort expended in determining whether to accept the case, perform conflict checks, and open the file.
- 5.2 Tollefsen will bill at \$275 per hour (\$300 per hour for securities work). There will be no charge for expenses including travel, long distance telephone charges, copying expenses, depositions, and court costs unless they exceed \$5 per item and Tollefsen provides notice (orally or in writing) in advance and Law Firm has had an opportunity to object. The notice will be of the intent to incur charges but not necessarily of the amount of the charges. Legal Assistants will be billed at \$75-125 per hour depending on experience. Charges for any other person's services must be agreed to in advance orally or in writing.
- 5.3 Time is billed in tenths (.1) of an hour. The minimum fee for a telephone call is .2 hours (e.g. \$55 for Tollefsen).
- 5.4 Payment for fees is due upon receipt of an invoice. If an invoice remains unpaid for forty-five or more days after receipt of the invoice, Tollefsen shall have the unrestricted right to resign from performing additional services for Law Firm on any and all cases that Tollefsen is working on for the Law Firm.
- 5.5 All retainers or advance payments will be placed in the Tollefsen Law Office PLLC trust account and amounts due will be deducted from the trust account as fees are earned.
- 5.6 Travel expenses will be calculated using the highest mileage rates approved by the Internal Revenue Service from the nearest home location to the court, deposition, or other event. Home locations of Tollefsen Law Office PLLC are Portland, Oregon; Seattle, Everett, and Lynnwood, Washington. Third party expenses (e.g. airlines, trains, auto rental (mid-sized), hotels, and meals) will be surcharged 10% to compensate for booking and handling expenses. Law Firm may avoid the 10% surcharge by arranging for and prepaying travel expenses. Travel in excess of 100 miles or under circumstance that create the reasonable likelihood of an overnight stay shall include expenses for meals and lodging. Airline tickets purchased by Tollefsen will be refundable (higher cost) unless otherwise instructed by Law Firm in writing and paid by the Law Firm or from the retainer.
- 5.7 Outsourced preparation of graphics or exhibits will be billed at the actual cost of the services, plus a ten percent (10%) handling fee. Storage of more than 2 cubic

feet of documents and exhibits will be billed at \$25 per cubic foot per month.

**6.0 ADDITIONAL COVENANTS**

- 6.1 This Agreement shall be construed in accordance with its terms and the laws of the State of Washington. Exclusive venue for all disputes shall be in **Snohomish County**, Washington.
- 6.2 Any claim for damages, including but not limited to, a controversy or dispute based on contract, statute, tort, fraud or misrepresentation, related directly or indirectly to this Agreement, whenever brought between the parties to this Agreement, shall be resolved in arbitration in accordance with the laws of the State of Washington. The parties agree to jointly name an arbitrator within seven (7) days of receipt of written receipt of written demand from the other party. If no arbitrator is agreed upon prior to the expiration of seven (7) days, then either party may move the presiding judge of Snohomish County Superior Court, State of Washington, for an appointment of an arbitrator. Thereafter, the arbitration shall commence on the first available date with the designated arbitrator.
- 6.3 If any action, claim, or arbitration shall be brought to enforce this Agreement, including equitable and injunctive relief, the prevailing party shall be awarded and receive from the non-prevailing party all costs, expenses, including all arbitration fees and reasonable attorney's fees (including attorney fees charged by Tollefsen) incurred in the action and on any appeal.

**7.0 SIGNATURES**

7.1 IN WITNESS WHEREOF, this Agreement has been approved by a duly authorized officer or agent of each of the Parties.

Law Firm

John J Tollefsen

\_\_\_\_\_  
**Authorized Representative**

Date \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative**

Date \_\_\_\_\_

**X3**

\_\_\_\_\_  
Authorized Representative

Date \_\_\_\_\_