

# Dr. Richard J. Stride, MBA, Psy.D., LPC, LMHC

Forensic Expert Witness/Consultation Services

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## LITIGATION CONSULTANT/EXPERT WITNESS/PEER REVIEWER AGREEMENT

This is an agreement between, hereinafter “Client”, and Dr. Richard J. Stride., hereinafter “Consultant/Expert Witness”.

### 1. Claims Covered by Agreement

a. Client retains Consultant/Expert Witness/Peer Reviewer to assist in developing Client’s strategy with respect to hereinafter “Matter”.

### 2. Services to Be Provided by Consultant/Expert Witness

a. Consultant/Expert Witness/Peer Reviewer agrees to provide services reasonably required to assist Client in developing a negotiation and/or litigation position and strategy. This may include but is not limited to conversing with Client; working in cooperation and concert with Client’s attorney, accountant, or Client’s other strategic representatives; gathering relevant information; using Consultant/Expert Witness/Peer Reviewer knowledge to evaluate Client’s case; making recommendations; and attending negotiation, mediation, or settlement conference sessions; depositions; expert witness testimony.

### 3. Client’s Duty

a. Client agrees to be truthful with Consultant/Expert Witness/Peer Reviewer in discussing all aspects of the Matter and shall keep Consultant/Expert Witness/Peer Reviewer apprised of all changes and new developments regarding the Matter. Client shall otherwise cooperate with Consultant/Expert Witness/Peer Reviewer and shall be reasonably available to attend meetings, appearances, or other proceedings in connection with the Matter.

### 4. Deposit

- a. Client shall pay **one thousand five hundred, dollars (\$1,500)** by the date of the signing of this agreement. This initial deposit shall be deemed EARNED when received and shall be **non-refundable**. This sum shall represent a retainer for fees and expenses for consultation services.

b. Client may be asked to deposit and/or provide further sums as may be necessary for continuation of services. Client agrees to furnish such requested sums within five (5) business days of the request. Client understands that failure to provide such requested sums in a timely manner will constitute a breach of this agreement, which shall be deemed a material breach giving Consultant/Expert Witness/Peer Reviewer grounds to terminate services. It is understood and agreed that Consultant/Expert Witness/Peer Reviewer shall have no duty to continue working for Client unless sufficient funds have been provided to Consultant/Expert Witness.

c. Upon exhaustion of said initial monies, Client agrees to pay for Consultant/Expert Witness/Peer Reviewer services at the rate of three hundred and fifty dollars (\$300.00) per hour, as stated in section five (5) of this Agreement.

d. Any unused deposit at the conclusion of Consultant/Expert Witness/Peer Reviewer services will be refunded, **except as to the initial deposit which shall be non-refundable.**

## 5. Fees

a. All services are billed on an hourly basis at the rate of three hundred and fifty (\$300.00) for Consultation/Expert Witness or two hundred and fifty (\$250.00) for Peer Review services. Time shall be billed in one-tenth (1/10) of an hour increment (*i.e.*, five-minute increments) with a minimum one-tenth (1/10) of an hour allocation for any work performed. The following shall be included in the hourly billing:

- i. Preparation time
- ii. Performance time (*i.e.*, correspondence, phone calls, meetings, presentations, etc.)
- iii. Travel time

b. Travel time will be billed from portal to portal, with an eight-hour billing maximum for single day travel. If travel time exceeds eight hours in a single day, Client will only be billed for eight hours of travel in that day.

## 6. Expenses

a. Client shall reimburse Consultant/Expert Witness/Peer Reviewer for all expenses incurred by Consultant/Expert Witness/Peer Reviewer in this Matter, including, but not limited to:

- i. Photocopying
- ii. Postage
- iii. Express Mail
- iv. Messengers
- v. Long Distance Phone Calls
- vi. Fee Based Computerized Research
- vii. Consultant/Expert Witness/Peer Reviewer Assistant Expense
- viii. Air Fare
- ix. Hotel

b. Air Fare shall be charged at the business class rate. If business class is unavailable, Client shall be billed the first-class rate before the standard coach rate.

c. Hotel accommodations shall be billed at the most reasonable commercial rate Consultant/Expert Witness/Peer Reviewer can obtain at a full-service facility.

## **7. Billing & Payment**

a. Invoices will be issued on the 1<sup>st</sup> of each month or end of the services rendered month. Invoices will include an itemization of Consultant/Expert Witness/Peer Reviewer fees and expenses incurred during the billing period as well as a statement of the current balance due and any outstanding balances owed.

b. Payment is due upon receipt of the invoice.

c. Any balance which remains unpaid for a period of thirty (30) business days or longer shall be charged a late fee of 15% per annum or the maximum allowed by law, whichever is less.

d. Final billing will be rendered upon notification that the Matter has been settled, terminated, or that Consultant/Expert Witness/Peer Reviewer services are no longer needed.

e. If legal or other expenses are incurred by Consultant/Expert Witness/Peer Reviewer in the collection of outstanding balances due, such expenses will be added to the outstanding balance.

## **8. Termination of Service**

b. Client shall have the right to terminate Consultant/Expert Witness/Peer Reviewer service, without cause and at any time, upon written notice to Consultant/Expert Witness. Consultant/Expert Witness/Peer Reviewer shall immediately after receiving such notice cease to render additional services. Termination of service shall not, however, relieve Client of the obligation to pay the fees due for fees and expenses incurred prior to termination.

c. Consultant/Expert Witness/Peer Reviewer shall have the right to terminate service if Client fails to meet any of Client's material obligations as set forth under this agreement.

## **9. Binding Arbitration**

a. Any and all disputes between the Company and the Consultant arising out of the terms of this Agreement shall be resolved through final and binding arbitration. This shall include, without limitation, disputes relating to this Agreement, claims for breach of contract or breach of the covenant of good faith and fair dealing, or any other federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject matter of this Agreement. Binding arbitration will be conducted in Thurston County, Washington, before a single arbitrator, in accordance with the rules and regulations of the

American Arbitration Association. Each Party will split the costs of the arbitration filing, the hearing fees, and the fees of the arbitrator. THE COMPANY AND THE CONSULTANT UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT THEY MAY HAVE TO FILE A LAWSUIT OR OTHER CIVIL ACTION OR PROCEEDING AGAINST THE OTHER, AND ARE VOLUNTARILY WAIVING ANY RIGHT THEY MAY HAVE TO RESOLVE DISPUTES BETWEEN THE PARTIES THROUGH TRIAL BY JUDGE OR JURY. The Parties further understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

#### **10. Disclaimer of Guarantee**

a. Consultant/Expert Witness/Peer Reviewer makes no promise or guarantee regarding the outcome of the Matter nor what role Consultant/Expert Witness/Peer Reviewer service will play in the outcome.

#### **11. Modification**

a. This Agreement may only be modified by a writing signed by Client and Consultant/Expert Witness.

#### **12. Full Agreement**

a. Client and Consultant/Expert Witness/Peer Reviewer understand and agree that this Agreement constitutes the sole Agreement between the parties hereto and that in signing this Agreement they have not relied on any other promises, inducement, or representations other than as expressly set forth herein.

#### **13. Governing Law**

a. This Agreement shall be interpreted under the laws of the State of Washington.

#### **14. Electronic Signatures**

a. This agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Date:

Date:

Signed for and on behalf of  
Attorney or Firm

Signed for and on behalf of  
Consultant/Expert

By:  
Name:  
Title:

By:  
Name:  
Title: