

## **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 \$10,000 retainer. **This flat fee is non-refundable and covers, in its entirety, all research and analysis necessary** 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 to assist me in formulating professional opinions concerning the case; and all conference calls and meetings that 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 or my Chief Assistant, David Gregg. ***Please note that the flat fee retainer does not include requested written reports and affidavits, nor research specifically related to the preparation of such documents, as discussed below.***

**Reports and Affidavits:** I meticulously prepare every written report and affidavit requested by a client-attorney and personally conduct all research necessary for their preparation. Over the years, I have found that the thoroughness and quality of my reports are often instrumental in resolving complex litigation successfully. I will provide your office with an itemized invoice at the rate of \$500 per hour for the preparation of any requested report or affidavit. This sum is due and payable in full upon your receipt and acceptance of a draft report or affidavit.

I will provide written notification of my intent to withdraw from any case where payment for a service has not been made within **ten days** of the invoice date. In the event that it becomes necessary to initiate legal action for the collection of funds due from any client-attorney, he or she agrees to be responsible for all legal fees and costs associated with such proceedings, should Dr. George Kirkham prevail. Venue for any such litigation shall lie in Palm Beach County, Florida. In the event that a judgment is entered client

against a 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 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 **sixty (60) days' advance written notice for all reports and affidavits**. Please note that I will not begin work on any report or affidavit until all of the necessary predicate material has been received. This is essential to ensure the timely production of such documents. **Thirty (30) days' advance notification** is required by my case manager to schedule dates for a deposition or trial testimony.

**Discovery Depositions:** It is my practice to participate in discovery depositions via Zoom from my location. I charge a flat fee of \$3,500 for 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 that is used at trial in lieu of my personal appearance.

**Trial Testimony:** In the event that a case is not settled and proceeds to trial, my fee for expert witness testimony is \$7,000. Time constraints arising from my involvement in a number of other cases require that I provide trial testimony virtually from my location in all matters venued outside of Palm Beach County. I will have an experienced information technologist present throughout my testimony to assure a smooth connection with the courtroom. My case manager will forward an invoice prior to the date of my proposed testimony. Payment in full must be received prior to my testimony. In the unlikely event that conditions at a trial necessitate my presence for additional days, a flat fee of \$3,000 will be charged for each day (or any portion thereof).

**Trial Cancellation Policy:** I typically begin preparing for trial testimony one week prior to my scheduled appearance. In the event that a case is

settled or continued during that period, I charge a flat cancellation fee of \$3,000. This covers all trial preparation work I may have engaged in.

**Mediation:** My fee for participating in video presentations of my professional opinions in a case is \$500 per hour (this fee applies to preparation for and participation in litigation-related videos). Payment in full for this service must be made in advance. This includes the use of video excerpts of my opinions during mediation and/or settlement discussions with opposing counsel.

**Site inspections:** I currently have five (5) licensed private investigators, all of whom have extensive experience in police and private security-related litigation. They are available to conduct site inspections upon request at their standard rate of \$200 per hour, plus per diem expenses.

**Other Professional Services:** My professional resources also include a highly experienced statistician who analyzes crime data and provides detailed reports, which are available to client-attorneys at no additional cost.

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

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I understand and accept the terms and conditions outlined above regarding Dr. Kirkham's professional services.

**PRINTED NAME OF CASE ATTORNEY:**

**DATE:**

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**SIGNATURE OF CASE ATTORNEY:**

**NAME OF CASE:**