



Rebekah Ratliff
Capital City Mediations, LLC
2133 Lawrenceville-Suwanee Rd, Ste. 12-382
Suwanee, GA 30024

Effective Date: _____

Dear _____:

This letter confirms that you have retained me to represent you in connection with the following matter:

_____, pending before the
_____ [Court] for the County of _____, State of
_____.

In consideration of our agreements, promises and other valuable consideration which by signing this agreement both parties hereby acknowledge, I will provide services to you as an independent professional. Payment to me for the services I provide is not dependent upon my findings, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between you and any other person or party.

Retainer: My minimum non-refundable retainer fee for services is Five Thousand dollars (\$5,000.00), which shall be deemed earned, due and payable at the time you sign this letter and return it to me and shall also cover initial interview session and initial evaluation. You may not identify me as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

Fees: You agree to compensate me for services rendered as follows:

Fees For Services: Except as outlined herein, I shall be paid by you at the rate of \$250.00 per hour for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time. Fees will be billed by the quarter of an hour, with a minimum charge for any discrete task of one quarter of an hour. For testimony at deposition, I shall be paid at the rate of \$350.00 per hour, to be billed in hourly increments. For trial testimony, I shall be paid at the rate of \$450.00 per hour, to be billed in hourly increments. This rate for testimony shall apply both while I am waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

As compensation for the services to be performed for Client, the Firm shall be paid a fee determined by multiplying the number of hours spent working on the matter by my billing rates. These rates are based upon my experience and expertise.

Investigator Fees: At times, I may require the assistance of my subject matter experts, or investigators "Subcontracted Assistants." After you have approved my use of such Subcontracted Assistants in writing, you will reimburse me at the rate per hour then agreed upon for services performed by such Subcontracted Assistants, with fees to be billed by the quarter of an hour.

Graphic Design and Exhibit Preparation: You also agree to reimburse me for time spent preparing graphics or exhibits at the rate of \$100.00 per hour, regardless of who performs the associated services. In the event that I outsource the preparation of graphics or exhibits, you shall reimburse me for the actual cost of the outsourced services, plus a five percent (5%) handling fee; however, the fee for outsourced services shall not exceed the rate of \$100.00 per hour without your approval. The fees outlined in this paragraph do not include the cost of materials.

Additional Expenses: You agree to reimburse me for expenses as follows:

- Travel by Car: 50 cents per mile;
- Travel by Air or Train: The actual cost of the round-trip ticket, plus a five percent (5%) handling fee.
- Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.
- Lodging: For any travel of more than eighty (80) miles from my office, I shall be reimbursed for the cost of meals and lodging, plus a five percent (5%) handling fee.
- Car Rental: In the event of travel beyond the local area, I shall be reimbursed for the cost of a mid-sized rental car and any associated expenses, plus a five percent (5%) handling fee.
- Unless you otherwise instruct, or unless refundable tickets are not available, I will purchase refundable tickets for any necessary travel. Should you request that I purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, you shall reimburse me for the cost of any non-refundable ticket at the rate outlined herein whether or not the ticket is used.

You may avoid the five percent handling fee associated with certain travel expenses by arranging to directly purchase round-trip travel tickets on my behalf, and by arranging for the direct payment of any car rental expense, lodging, and meal expenses by your office.

Expert Qualifications: You have had the opportunity to investigate and verify my credentials, and you agree that I am qualified to perform the services described in this contract.

Additional Terms of Engagement: You are responsible for all payments as outlined in this contract, regardless of any arrangement you may have with any party or parties you represent. I will issue bills on a monthly basis, or whatever other interval I deem appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, I shall have the unrestricted right to resign from performing additional services for you and your firm on any and all cases that I am working on for your firm.

Alternative Dispute Resolution: Mandatory Arbitration: Should any dispute arise concerning the services provided to you by me or the statements forwarded to you, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the Dispute is not resolved through mediation, the Dispute shall be settled by binding arbitration in accordance with the laws of the State of Georgia. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Atlanta Metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

Choice of Law and Jurisdiction: This agreement shall be interpreted under the laws of the State of Georgia.

Your signature below represents your agreement with the terms set forth herein. Please return a signed copy of this letter to my office, along with the required engagement fee.

Sincerely,

Rebekah Ratliff

I accept the terms of this agreement as of the Effective Date stated above:

Client or Representative

Client Attorney