

# COHEN & ASSOCIATES, INC.

A Dispute Resolution Practice  
2530 WILSHIRE BLVD., 3<sup>rd</sup> FLOOR  
SANTA MONICA, CA 90403  
OFF: 310.315.5404 FAX: 310.315.5408  
www.litigationbusters.com

## LITIGATION CONSULTANT AGREEMENT

This is an agreement between \_\_\_\_\_, hereinafter “Client”, and Cohen & Associates, Inc., hereinafter “Consultant”.

### 1. Claims Covered By Agreement

- a. Client retains Consultant to assist in developing Client’s strategy with respect to \_\_\_\_\_, hereinafter “Matter”.

### 2. Services To Be Provided by Consultant

- a. Consultant 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’s expert knowledge to evaluate Client’s case; making recommendations; and attending negotiation, mediation, or settlement conference sessions.

### 3. Client’s Duty

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

### 4. Deposit

- a. Client shall pay **Two thousand, five hundred dollars (\$2,500.00)** 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 grounds to terminate services.
- c. Upon exhaustion of said initial monies, Client agrees to pay for Consultant's services at the rate of five hundred dollars (\$500.00) per hour, as stated in section five (5) of this Agreement.
- d. Any unused deposit at the conclusion of Consultant's 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 five hundred (\$500.00) per hour. Time shall be billed in one-tenth (1/10) of an hour increments (*i.e.*, six 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
    - 1. 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 for all expenses incurred by Consultant 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's Assistant Expense
  - viii. Air Fare
    - 1. 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.
  - ix. Hotel

1. Hotel accommodations shall be billed at the most reasonable commercial rate Consultant can obtain at a full service facility.

## **7. Billing & Payment**

- a. Invoices will be issued on the 1<sup>st</sup> of each month. Invoices will include an itemization of Consultant's 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's services are no longer needed.
- e. If legal or other expenses are incurred by Consultant in the collection of outstanding balances due, such expenses will be added to the outstanding balance.

## **8. Termination of Service**

- a. Client shall have the right to terminate Consultant's service, without cause and at any time, upon written notice to Consultant. Consultant 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.
- b. Consultant 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. Client and Consultant agree that any dispute under this Agreement shall be submitted to binding arbitration pursuant to the provisions of California Business and Professions Code §6200 et. Seq. The prevailing party shall be awarded its reasonable costs and attorney's fees.

## **10. Disclaimer of Guarantee**

- a. Consultant makes no promise or guarantee regarding the outcome of the Matter nor what role Consultant's service will play in the outcome.

**11. Modification**

- a. This Agreement may only be modified by a writing signed by Client and Consultant.

**12. Full Agreement**

- a. Client and Consultant 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 California.

AGREED:

X \_\_\_\_\_  
By:

\_\_\_\_\_  
DATED

Cohen & Associates, Inc.

\_\_\_\_\_  
By:

\_\_\_\_\_  
DATED