

Fee Schedule – Retainer Agreement

for

Automatic Pedestrian Door Consulting Services

Davis Associates, Inc.
43 Holden Road
Newton, MA 02465-1909

Tel. 617-244-1450 – FAX 617-964-4917

1. *Travel Expenses - \$180/hr plus expenses*

Charged for time spent in transit between work site and site of investigation/testimony. Travel expenses include, but are not limited to, air fare, ground transportation fees, lodging and meals.

All travel expenses and costs must be paid in advance of any trip, based upon an estimate by my office of the trip costs. Any shortfall or overpayment will be charged or credited against the next bill sent.

2. *Laboratory/Research time - \$385/hr plus expenses*

For physical examination of equipment and/or evidence, verbal consulting, testing, construction, simulation, library research, report generation and other verbal, written, graphic, electronic, computer or video research or communication on behalf of the client, except for sworn testimony.

3. *Sworn Deposition - \$550/hr plus expenses*

For testimony under oath.

4. *Trial Testimony - \$715/hr plus expenses*

For testimony at any hearings, arbitrations, mediations, or trials.

5. *Retainer - \$1540 in advance, at the above hourly rates*

For time spent and materials utilized while working on the preliminary investigation. Additional time and materials in excess of the above retainer billed at the above hourly rates.

These preliminary investigations may include non-destructive evaluation of the evidence, evaluation of pertinent technical records, preliminary theoretical analysis, guidance in obtaining the proper documentation during the discovery process, and verbal conversations concerning the expert opinion to be rendered.

This retainer fee is non-refundable in all events.

6. *Billings*

When the retainer has been used in full, *Davis Associates, Inc.* will bill you on a regular basis for any additional time and materials. Payment of such billings will be due on receipt. Any payments not received within 30 (thirty) days of the billing date will accrue interest at the rate of 1.5% per month.

Davis Associates, Inc. reserves the right to request payment in advance for time and expenses for any deposition, hearing or trial, or for any work or consultation performed outside the Boston metropolitan area. Also, if *Davis Associates, Inc.* is not paid in full within 10 days of any billing date, *Davis Associates, Inc.* reserves the right to refuse to perform additional work until

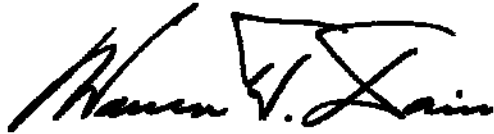
- (i) the previous billing is paid in full, and
- (ii) advance payment in full is made for any additional work requested.

This agreement shall act as a lien on your behalf on any settlement or judgement received in this case.

All payments, including the original retainer, should be made to *Davis Associates, Inc.*

Sincerely,

DAVIS ASSOCIATES, INC.



Warren F. Davis, Ph.D.
President

Agreement and Contract

This Contract is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Massachusetts and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State, without reference to its conflict of laws principles. Any lawsuit or litigation commenced relative to this Contract or any dealings between the Parties shall be brought in Middlesex County, Massachusetts. Both Parties consent to the jurisdiction and venue described herein.

Payments to *Davis Associates, Inc.*, for services requested by opposing parties, including, but not limited to, deposition testimony, responses to interrogatories, requests for production of documents, and providing copies of case files and materials, are the direct responsibility of the undersigned and must be made in accordance with the terms and conditions specified under *Billings* above. Responsibility for reimbursement by opposing parties for any such payments rests likewise with the undersigned.

The undersigned agrees that, upon being retained, Dr. Davis will be entitled to copies of all opposing expert witness deposition transcripts and any papers or documents produced by them during and related to the litigation to which this Contract applies.

I have read and understand the above terms and conditions and, by executing the following, I agree on behalf of myself, my law firm, and my client to be bound by them. I understand, assent and likewise agree that upon acceptance of this Retainer Agreement the subject case will be listed in the compilation of cases handled by Dr. Davis made publicly available on the internet at www.davis-inc.com.

Signature _____ Date _____

Name *(Please print or type)* _____

Firm _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ FAX _____

E-mail address _____