

**Guy R. Berry**  
**FEE SCHEDULE AND AGREEMENT**

**CASE:** \_\_\_\_\_ v. \_\_\_\_\_

**SCOPE:** This agreement shall apply when Guy Berry (hereafter "Consultant") performs any service including but not limited to case analysis, document review, arbitration, depositions, research, standard of care discussion, consultation, site inspection, and/or trials regarding the above case for the engaging counsel (hereafter "Attorney"). Attorney shall not represent to any court, opposing counsel or other entity that Consultation has been retained on this case until Attorney has submitted this signed agreement with the retainer mentioned below.

**RATES:** Services shall be charged at \$250 per hour with a five (5) hour minimum. Testimony appearances at trial, mediations, and/or arbitrations shall be at \$350 with a three (3) hour minimum. Waiting time at said appearances shall be charged at Testimony rate.

**RETAINER:** Attorney shall provide a \$1,250.00 retainer prior to commencement of work

**DEPOSITONS:** Depositions shall be charged at testimony rate of \$350 per hour with a three (3) hour minimum. Attorney shall arrange payment from opposing counsel immediately upon competitions of the deposition.

**TRAVEL TIME:** Travel time within Santa Clara County shall not be charged. Other travel shall be charged on a round trip portal-to-portal basis for the address below at ½ rate stated above. Should any out of the area travel be required, expenses shall be negotiated in advance with Attorney and mutually agreed to in writing.

**REDUCED FEES:** Reduced fees are available for larger cases and pre-litigation work.

**RESPONSIBILITY:** Unless written arrangement to the contrary, this agreement obligates Attorney to payment of the fees under this agreement within thirty (30) days of their receipt of invoice, rather than waiting for reimbursement from the client. Balances due will be billed monthly. Balances not paid within thirty (30) days, shall accrue simple interest at 1.5% per month until paid in full.

**COLLECTION:** Should a dispute arise regarding collection of fees, parties agree that this matter will be settled by binding Arbitration with the fee dispute process of the County Bar Association within thirty (30) days of written notice from Consultant. If Attorney is not a member of the local bar, arbitration will be administered by the nearest American Arbitration Association office. Parties shall split the cost to initiate the arbitration but the prevailing party shall be entitled to recover any fees and costs of recovery, including attorney fees. Should either party delay, resist, or refuse to arbitrate, they shall not be entitled to recover prevailing party fees and costs, even if they would be so entitled.

**PAY TO:** Guy Berry, 7162 Via Colina, Ca 95139 (S.S. #: 146-30-7851)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

*Engaging Counsel*