



## **Nick J. Morrow**

Court Qualified Expert Witness  
CA Licensed Private Investigator, Consultant

## **Letter of Agreement / Expert Retainer**

**Phone: (562) 673-5118**

**Email: [nickmorrow@aol.com](mailto:nickmorrow@aol.com)**

**Website: <http://www.nickmorrow.com>**

### **Dear Counselor:**

This agreement is between **Legal Counsel** and **Nick Morrow**. By signing this document, you retain me to act as your court qualified subject matter expert, with the understanding that I am retained in strict confidentiality. I make no advance promises or representations as to what my observations and ultimate opinions may be, other than that they will be truthful, rational and consistent with facts in evidence.

All fees and expenses are due before calendar dates are confirmed or work commences, except in public defender, alternate defender or court-appointed cases. In no case will I travel, write a report, appear or testify without confirmation and payment in advance.

An invoice will be made out in your name that can be paid by anyone. You are free to terminate my services at any time by advising me in advance and are responsible for securing payment for my fees and expenses incurred. I am free to withdraw my services immediately at any time and for any reason upon notifying your office.

While some payments can always be pro-rated, such as unspent travel advance funds, when discussing my services with your client, you might describe the retainer as being necessary to present their strongest defense in court, and is typically non-refundable.

You are advised that I have a complex legal calendar involving dozens of cases and courts whose actions are beyond my control. We do our best to accommodate everyone but conflicts sometimes occur. **All dates are scheduled on a first-retained, first-priority basis.**

### **Standard Fees for Expert Witness Services as of January 1, 2017**

Please notify our office immediately when a scheduled appearance is continued or canceled or we may charge a holding fee of \$100 for appearances postponed or canceled less 30 days in advance and \$250 if less than 14 days. Same day or day before cancellations pay full price.

### **Hourly Services: \$250 per hour (1 hour minimum)**

For when you have a tight budget and just need to get a quick consultation or impression of the circumstances (e.g., strategy discussions, a brief review of facts, photos, evaluations of statements, telephonic or email consultations, etc.) without committing to further work.

### **Extended Services: \$200 per hour**

This longer term, reduced rate goes into effect at 15 hours. If the required work load runs significantly beyond the amount of time anticipated in the standard retainer, excess hours may be billable at a reduced rate, for an ongoing volume discount of 25%.

### **Extended Travel Hours: \$50 per hour**

We understand that any appearance requires some travel and include up to four hours (1/2 day) of roundtrip travel built into any given trip as part of the retained services fee. If required to travel more than four hours round-trip to review evidence or appear, additional travel hours may be charged.

**Retained Services: See levels of service list below**

Recommended for when you have a long-term strategy that requires certain services and time commitments: The retained levels include price breaks. Standard options are listed below.

**Level A: Basic retainer: Review and consultation \$850** (Non-refundable)\*

*Level A includes initial and follow up telephone consultations and a review of a reasonable amount of discovery, hold unconfirmed calendar date. Includes up to 5 hours.*

**Level B: Review and report \$1,250\***

*Add a report or affidavit to Level A for \$400. Includes up to 7 hours, no travel.*

**Level C: Review, inspection / investigation, optional report \$1,750 + expenses \*\***

*Add evidence inspection to Level B for \$500. Includes up to 9 hours + 4 hrs. travel time.*

**Level D: Review and testimony \$2,000 + expenses \*\***

*Add court appearance to Level A for \$1150. Includes up to 12 hours + 4 hrs. travel time.*

**Level E: Review, report and testimony \$2,250 + expenses \*\***

*Add court appearance to Level B for \$1000 per day. Includes up to 14 hours + 4 hrs. travel time.*

**Level F: Review, inspection/ investigation, report, testimony \$2,750 + expenses \*\***

*Add court appearance to Level C for \$1000 per day. Includes up to 16 hours + 4 hrs. travel time.*

\* Standard office expenses are included in our base fees. Voluminous discovery, extensive reports, multiple revisions, and supplemental reports may require additional hourly fees with prior agreement.

\*\* We will hold your evidence examination / inspection / investigation or court date and allow up to two calendar changes at no extra charge. If travel is required for more than four hours per round trip, you may also be charged for additional travel time at \$50 per hour.

**Expenses:** Travel expenses include \$0.60 per mile mileage plus costs incurred for bridge and road tolls, rental cars, taxis, parking, airfare and hotels and must be paid at least two weeks in advance of any calendared appearance. Otherwise, the date is considered vacated and may be made available for other clients to use. Unused travel advance funds will be refunded on request.

**Refunds:** The basic retainer is non-refundable. Other refunds will be considered upon request at completion of services. Payments above the non-refundable retainer will be considered based upon prorated work and advance funds. Unused travel funds are always available for refund.

**Discounts:** Public Defenders, Court appointed cases are eligible for a discount of up to 10% or \$250 maximum. Rate is also subject to prior rate agreements. All discounts must be authorized in advance.

1. **Signature page follows:** These terms and fees are implicitly incorporated into the following signature page. You do not need to return this entire document, only the signature page, as annotated and initialed.

*Please keep a copy of this letter — especially the final page — for your records.*

**Signature page to the Expert Witness / Investigator's Letter of Agreement**

Please fill-out, sign, and return page 3 of this agreement by mail or email.

**Contact Information:**

Call (562) 673-5118 to request an appearance date or with any questions you may have.

Email: [nickmorrow@aol.com](mailto:nickmorrow@aol.com) to schedule or send discovery items

Mail: agreement, discovery and payment to:

Nick Morrow, 1198 Pacific Coast Hwy, Suite D-269, Seal Beach CA 90740

Website: [www.nickmorrow.com](http://www.nickmorrow.com)

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**Details and timeline**

Calendar subject to availability and judicial discretion; always get prior confirmation.

Attorney's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Amount of payment enclosed: \$ \_\_\_\_\_

Method of payment: \_\_\_\_\_ Check \_\_\_\_\_ Money order \_\_\_\_\_ PayPal\* \_\_\_\_\_ Credit Card\*

\*Note: Credit Card or PayPal payments are subject to 3% processing fee.

Client Name or Court Appointment order.

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County, Court, Case Name, and Case no.

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Necessary discovery items are: \_\_\_\_\_ Enclosed \_\_\_\_\_ To come \_\_\_\_\_ Sent as electronic files

**Nick Morrow's anticipated services**

Prepare report / affidavit prior to \_\_\_\_\_ [Date]

Examine property at \_\_\_\_\_ [Time, location]

Appear in court at \_\_\_\_\_ [Time, location]

Other: \_\_\_\_\_ [Describe]

**Notes and addenda to the above:**

**Agreement**

The preceding two-page *Letter of Agreement*, including the service rates effective as of January 1, 2017, is incorporated into this page as if set forth herein. Both parties have read the document and, by our signatures below, we voluntarily agree to the terms and conditions of that agreement, with any exceptions annotated and initialed below.

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Attorney / Client signature, date

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Nick Morrow, date