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Andrew Lin, MD, MMM, FACOG

DATE

Law Firm

Dear xxxx,

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

*TBD*

Pursuant to our agreement, I will provide services to you as an independent professional contractor. Payment to me for the services I provide is not dependent upon my findings, or on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, or on any contractual arrangement between you and any other person or party.

**My minimum non-refundable initial engagement fee for services is Nine Hundred dollars ($900.00) or 2 hour minimum,** which shall be due at the time you sign this letter and return it to me. This amount will be applied to the first 2 hours of billable hours worked on this case. Billings for services performed or expenses incurred shall be charged against the engagement fee until such time as it is exhausted. You may *not* identify me as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

You agree to compensate me for services rendered as follows:

**Fees for my services:** Except as outlined herein, I shall be paid by you at the rate of **$450.00 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 tenth of an hour, with a minimum charge for any discrete task of two tenths of an hour. **For testimony at deposition or trial, I shall be paid at the rate of $600.00 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.

**Because I still work clinically (see patients) full-time, I cannot guarantee availability for trial or depositions that require travel. Clinical work is given priority; any time away from clinical work (if possible) must be scheduled well in advance so as NOT to impact clinical care or scheduling of patients.**

You agree to reimburse me for expenses as follows:

* Travel by Car: 38 cents (or IRS suggested) per mile;
* Travel by Air or Train: The actual cost of the round-trip ticket, plus a ten percent (10%) handling fee.
* 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 ten percent (10%) 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 ten percent (10%) 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 ten 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.

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.

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/invoices 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 the client-attorney on any and all cases that Andrew Lin is working on for client-attorney's firm.

This agreement shall be interpreted under the laws of the State of California Any litigation under this agreement shall be resolved in the trial courts of Superior Court for the County of San Francisco, State of California.

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.

**Summary of Fees**:

Initial Consultation via phone: **No Charge**

Review of Case Records, Reports, phone calls, travel time: **$450.00 per hour**

Trial Deposition/Trial: **$600 per hour**

Expenses for Travel: **As above**

**Please make fees payable to**: Pinnacles Group Investments

 EIN# 392-068059

 30 Via Milpitas

 Carmel Valley, CA 93924

Sincerely,

Andrew Lin, MD, MMM, FACOG

[www.OBExpert.com](http://www.OBExpert.com)

I accept the terms of this agreement:

Date: Firm representative