

Varna LLC

Dr. Patricia A. Maisano, DHs, RN, CCM, FAACM, PGCM, NCG, ABDA

873 E. Baltimore Pike
Suite 432
Kennett Square, PA 19348

P: 302-304-3700
Email: pamaisano@varnallc.com

July 31, 2024

Dear #Contact.FirstName# #Contact.LastName#:

This letter will serve as an Agreement for Dr. Patricia A. Maisano (hereafter the “Consultant”) to provide Expert Medical Witness Services to _____ (hereafter “Client-Attorney) for:

- Case Name: _____
- Case Number: _____
- Type of Court: _____
- County & State: _____

1.0 The services of Consultant will consist of expert opinion/litigation support and possibly expert testimony to assist Client-Attorney with the above referenced matter. In some cases, expert case consulting has been requested, and if it requested will be at the same rate stated in this agreement.

2.0 For the services rendered under this Agreement, Client-Attorney shall pay Consultant the amount 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 in fifteen (15) minute increments.

Notwithstanding the foregoing, for testimony at deposition, arbitration, mediation or trial, the Client-Attorney shall compensate Consultant at the rate of **\$525.00** per hour, to be billed in hourly increments, having a four (4) hour minimum each. This rate shall apply both while the Consultant is 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.

Rates may increase in future years as costs increase. Unless expressly agreed by Consultant in writing, any cost estimates for services stated are for Client-Attorney’s budgeting purposes only, and are not quotes that are binding on Consultant. Consultant Services include those for consultations with Client-Attorney; reviewing documents; organizing documents; technical investigation; research; evaluation; analysis; case scheduling and administration; case correspondence; report preparation; depositions by either side for any purpose; reading and signing deposition transcripts (and preparing errata sheets); court appearances; preparing exhibits; waiting time; travel; responding to discovery requests; preparation time for testifying at deposition, trial, hearing, arbitration, or other venues; and for any similar reason or purpose.

Client-Attorney understands that Consultant will suffer damages from late notice cancellation or rescheduling of Consultant scheduled appearances, and that since the precise amount of these damages would be difficult to determine, Consultant shall instead be entitled to the following cancellation and rescheduling fees. If a scheduled appearance by Consultant is postponed or cancelled, a fee will be charged (100% of budget for this item if less than 24 hours of notice during the business week is provided, 50% of budget for this item if less than 72 hours of notice during the business week is provided, and 25% of budget for this item under any other circumstance).

Client-Attorney is responsible for paying all fees and expenses of Consultant described above. This shall include activities in response to authorized discovery efforts by other parties.

3.0 Reasonable reimbursable expenses will be charged to Client-Attorney as indicated below. Properly chargeable expenses shall include: travel and subsistence; shipping, printing (including for electronic documents printed by Consultant), and reproduction; subconsultants; and storage of documents. A ten percent (10%) handling and administrative charge will be added to those following items that are purchased from outside sources.

- a. Travel by car at the approved I. R. S. rate in cents per mile.
- b. Travel by air or train at the actual cost of a round-trip ticket.
- c. Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence and other reasonable expenditures shall be reimbursed at market rates.
- d. Lodging for any travel of more than eighty (80) miles from the Consultant's office, the Consultant shall be reimbursed for the cost of meals and lodging.
- e. In the event of travel beyond the local area, the Consultant shall be reimbursed for the cost of a mid-sized rental car and any associated expenses.
- f. Unless otherwise instructed by the Client-Attorney, or unless refundable tickets are not available, the Consultant will purchase refundable tickets for any necessary travel. Should the Client-Attorney request that the Consultant purchase nonrefundable tickets in order to travel at a lower cost, or if the refundable tickets are not available, the Client-Attorney shall reimburse the Consultant for the cost of any nonrefundable ticket at the rate outlined herein whether or not the ticket is used.
- g. The Client-Attorney may void the 10% handling and administrative charge associated with travel expenses by arranging to directly purchase round-trip travel tickets on behalf of the Consultant, and by arranging for the direct payment of any car rental expense, lodging and meal expenses by the Client-Attorney's office.

4.0 The above financial arrangements are based on prompt payment of Consultant's bills. All payments are to be made to "**Varna LLC**". Unpaid balances shall be subject to an additional charge at the rate of 1.0% per month from the date of statement if the unpaid balance is not paid within 30 days. Should the work by the Consultant on any phase of the case or the case itself be terminated prior to completion, all work performed by Consultant up to notification of termination shall be paid in full. As appropriate, invoices shall be submitted to Client-Attorney for payment by Consultant according to the terms identified above in Section. 2.0. Should a bill or invoice not be paid within 30 days, Consultant has the right but not the obligation to contact any party with a role in the payment process.

5.0 Charges for certain circumstances, including preparation for, travel with, and conduct of depositions, court appearances, site visits, and out-of-town work, may be estimated and require payment in advance and in full prior to scheduling of the given testimony or similar activity. Consultant is under no contractual obligation to reserve the time or appear for such activities (including but not limited to testify and provide opinions) unless Consultant has received this payment in full in addition to payment for all previous services provided in the matter prior to scheduling of the given testimony or similar activity. As appropriate, Consultant will invoice Client-Attorney upon completion of Consultant's report(s). All fees must be paid in full before a report is released to Client-Attorney, other parties, or anyone else. Consultant is under no duty to release a report until Consultant has been paid in full for all work performed to date. Additionally, all outstanding bills are typically payable in advance of the scheduling of depositions, court appearances, site visits, and out-of-town work, as well as preparation of written report submittals and provision of oral reports of expert opinions. Time and/or expenses greater than estimates will result in additional billing, and overpayments will result in a refund. In addition, as part of the proper execution of this agreement, Client-Attorney agrees to arrange for concomitant payment to Consultant of **\$4020.00** (Retainer) at the time of such Agreement execution.

Consultant has no duties to Client-Attorney until the Agreement has been properly signed and proper payment has been received by Consultant. If and when more than **\$2,250.00** of this retainer has been expended by Consultant on behalf of Client-Attorney, Consultant will request an additional retainer to be paid by Client-Attorney before Consultant continues to provide services under this Agreement. Additional payments and services, if desired, will continue in this same manner until the services have been completed. If at the completion of services under this Agreement there is an unused balance from the last paid retainer, this amount will be refunded by Consultant to Client-Attorney by the end of the 30th day following such case completion.

6.0 If authorized in writing by Client-Attorney, Consultant shall provide within the period stipulated in such authorization Additional Services that are not included in Task 1.0. A proposal for Additional Services signed by both parties shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

7.0 Client-Attorney agrees to provide to Consultant on a timely basis all available non-privileged, arguably relevant documents, evidence, and other materials in the underlying legal matter. Also, where circumstances reasonably allow, Client-Attorney agrees to provide to Consultant prompt notice of any *Daubert* motions, *Frye* motions, motions in limine, or other pre-trial motions made by other parties or persons to restrict, exclude, or in any way limit Consultant's testimony or Consultant's participation in the underlying legal matter.

8.0 Client-Attorney and Consultant have discussed the risks, rewards, and benefits of the case and Consultant's fees for services. The risks have been allocated such that the Client-Attorney agrees that, to the fullest extent permitted by law, Consultant's total liability to Client-Attorney for any and all injuries, claims (including but not limited to indemnity claims), losses, expenses, damages, or claims expenses arising out of professional services rendered pursuant to this Agreement from any cause or causes, shall not exceed one-half of the total compensation received by Consultant under this Agreement. Such causes include those arising from contract as well as tort, and include but are not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

9.0 Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as: (a) constituting a guarantee, warranty, or assurance either expressed or implied, that the professional services will yield or accomplish a particular outcome for the case or support any particular testimony or opinion; (b) obligating the Consultant to exercise professional skills and judgment greater than that which can be reasonably expected from other consultants under like circumstances; (c) an assumption by the Consultant to liability greater than or differing from those explicit in this Agreement; or (d) an assumption by the Consultant of the liabilities of any other party.

10.0 Consultant and Client-Attorney agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation. Except as otherwise agreed, mediation will proceed pursuant to the Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties. The mediator shall not be a witness in any legal proceedings related to this Agreement. If mediation is not successful, in any court proceeding, the prevailing party shall be entitled to recover reasonable attorney fees and costs. In addition, Client-Attorney shall be responsible for payment of Consultant's fees and expenses associated with the Consultant's efforts to collect monies owed under the terms of this Agreement, including reasonable attorney fees.

11.0 The technical and pricing information contained in this Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties other than the attorney of Client-Attorney without the express written consent of Consultant.

12.0 Consultant shall have the right to withdraw, without liability, from the case if Client-Attorney violates any of the duties specified in this Agreement. Notice of withdrawal shall be in writing from Consultant to Client or to Client's attorney. In the event of withdrawal, the parties agree that Client-Attorney remains fully liable for all accrued but unpaid fees, expenses, and interest.

13.0 This Agreement can be terminated upon written notice to Consultant from Client-Attorney at any time, by Consultant's withdrawal pursuant to paragraph 12.0, at such time as Client-Attorney is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination, Client-Attorney is still responsible for all sums owed Consultant.

14.0 Consultant shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, emails, electronic files, or other materials from the underlying legal matter for more than 30 (thirty) days following the termination of this Agreement.

15.0 Each party agrees that it may not assign its interest, rights, or duties under this Agreement to any other person or entity without the other party's prior approval. (Consultant is under no duty to work for successor law firms on the underlying legal matter).

16.0 This Agreement is to be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and all actions shall be filed in Chester County, Pennsylvania.

17.0 The offer of services by Consultant under the terms of this Letter of Engagement is valid for 60 days from the date of this Letter of Engagement unless extended by Consultant in writing. In addition, Patricia A. Maisano cannot be identified as an expert in this dispute to other parties or to the court until both the signed Letter of Engagement and the retainer have been received by Consultant.

18.0 This Agreement represents the entire understanding between Client-Attorney and Consultant in respect to these consulting services and may only be modified in writing signed by the parties. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy in the space provided and return it to the undersigned.

Sincerely,

Dr. Patricia A. Maisano, Consultant

Accepted this _____ day of _____, 2022

By:

#Contact.FirstName# #Contact.LastName#

Client's Address:

Client's E-Mail:

Client's Home Phone:

Client's Cell Phone:

By:

Attorney

Attorney's Address:

Attorney's E-Mail:

Attorney's Phone:

Attorney's Fax Number:
