

CHARLES W. WOLFRAM

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March __, 2007

Via E-mail (lawyer@lawfirm.com)

[Lawyer]
[Firm Name]
[Address]

Re: [Matter]

Dear M. ____:

Subject to your agreement, this will state my preferred arrangements with your firm for engagement as a legal-ethics expert in the above matter. For your information, I enclose a copy of my resume and my "matter list" that I keep current for federal civil litigation purposes. As you will appreciate, I must receive an executed copy of this letter agreement and a check for the initial retainer before I can agree to perform substantial services.

At the outset, let me describe my understanding of my possible role. You wish to retain me initially as a consulting expert in the above matter, with the view toward further possible designation as a testifying expert as that term is employed in ABA Formal Opinion 97-407 (1997). Your decision whether I would in fact be so designated would, of course, await the time when I am able to familiarize myself sufficiently with the facts, conduct research, and reach tentative opinions. I do not, in advance of obtaining sufficient relevant information and completing analysis, provide any assurance that I will be able to support any particular position. While I will hold all matters in strictest confidence, I would not have a lawyer-client relationship with you, your firm, or any client of your firm. Any testimony I might give as a testifying expert would be offered not in the form or spirit of advocacy, but as the testimony of an objective witness sworn, in my view, to provide truthful and accurate information and opinions, including testimony adverse to your position if candor so dictates. Any advice I might give would be with a view toward my possible future role as such an expert. Any expert report or opinion letter would be drafted and provided by me in the same manner and with the same understandings. While I will exercise my best judgment in this matter, you will appreciate that I cannot guarantee the outcome of any matter or that the tribunal involved will either admit my opinion into evidence or accept my opinion.

It is our mutual understanding that my work will be confidential and privileged to the extent possible. I will maintain as confidential all working papers, documents prepared or received by me, and all other information about this matter that comes into my possession, and I

[FIRM]:Date:

[Lawyer]
March __, 2007
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will not disclose my work or work product to any third party without your consent, except as may be required by law, regulation, or judicial or administrative process, or in accordance with applicable professional standards. In any such disclosure situation, however, I will endeavor to afford you reasonable notice of the demand to permit you to resist it. Also, please let me know if a tribunal should impose any special confidentiality obligations, such as the requirement that I sign a confidentiality agreement. Once the matter is concluded, it is my practice to offer to return any materials you may wish and to destroy most of the rest of the file, other than some basic documents that I retain, in confidence, for my own reference and possible conflicts-checking purposes in future matters.

You understand that an expert cannot guarantee that all communications will remain confidential. As you know, many jurisdictions require that a designated testifying expert disclose at deposition or hearing any communication, written or otherwise, with a retaining law firm.

I will keep you apprised of the nature and progress of my services and related fees. You will advise me in a timely manner of the applicable legal requirements concerning the services to be provided by me, including the identification of any reports to be provided by me and the deadlines for such services. We each agree that any oral communication or written reports, schedules, other materials or documents prepared or provided by me are to be used only for the purpose of this matter and will not be disclosed, published or used, in whole or in part, for any other purpose without my prior written permission.

I have searched my records for any potential conflicts based upon the names of the parties and law firms you provided in our phone conversation. No conflicts were found with respect to any of those parties or law firms. You understand that I engage new matters frequently and cannot assure that an unrelated engagement for the involved parties might not be inadvertently accepted. Should any potential conflict come to my attention, I will advise you immediately.

I charge an initial annual engagement fee of \$5,000. My current hourly fee is \$600 per hour. The hourly rate is subject to adjustment for time expended beyond the initial retainer year. I charge for all time expended—time for travel, testifying, and legal research that may be involved as well as for document review and other office time. If necessary, time spent dealing with past-due statements will also be billed.

All hourly charges will be in addition to the initial or annual retainers. The initial retainer covers a period of one year from the first day of the month I am retained. The retention is renewable each year thereafter for a further annual retainer of \$5,000, which will be charged on the same basis. (My federal tax identification number is ___ - ___ - ____.)

Except during periods when a matter is inactive, I send out statements monthly for fees and disbursements on or shortly after the first of the month. While I will, of course, accept payment from others under arrangements you may make with them (your client or an insurer, for example), your firm will be solely responsible for prompt payment of each statement, within 30 days of its date. I will bill as a late charge an additional 1.5% per month on any outstanding

[Firm; Date]

balance due for over thirty (30) days. I bill disbursements at cost, including the time of my research assistants. (I currently pay my research assistants at the rate of \$35-80 per hour, which is subject to periodic adjustment.) I will endeavor to use the least expensive available staff appropriate for a particular task. I bill incoming fax at \$1 per page and outgoing at \$2 per page, which may be over cost in some instances to cover my overhead. Disbursements include charges for out-of-pocket expenses, such as charges for secretarial services, telephone, computer usage, travel, messengers, courier service, and photocopying. Where available, I travel by business class or equivalent air travel. We specifically agree that my fees and expenses are not contingent upon the final resolution of this matter or upon any testimony or opinion I might provide.

This engagement letter constitutes the entire agreement between us with respect to its subject matter and supersedes all prior agreements and understandings between us, whether written or oral, with respect to its subject matter.

I trust this will be clear enough, but please let me know if you have any comments or questions. If these terms are acceptable to you, please sign the original or a copy below on behalf of your firm and return to me along with the check for the initial retainer.

Sincerely,

S/ Charles W. Wolfram

Enclosures

Agreed to this ___ day of March, 2007
on behalf of [Law Firm]