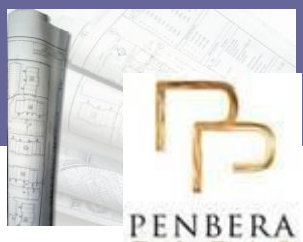


Engagement Terms

The following represents the terms for the engagement of Dr. Joseph Penbera and PenberaParis and its affiliated entities and associates hereinafter identified, simply, as PenberaParis.

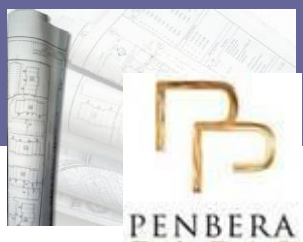
I: INDEMNIFICATION AND PAYMENT RESPONSIBILITY

A. This engagement is between Dr. Penbera representing PenberaParis, and you as the retaining attorney or attorneys and on behalf of your firm or firms; or, if you are not an attorney, between Dr. Penbera representing PenberaParis and you as the authorizing agent for a business, government agency, university, or other body. If your firm is a law firm, it is understood that neither Dr. Penbera nor PenberaParis is entering into an engagement with your client(s) either directly or indirectly.

B. You agree to subsume any and all liability that Dr. Penbera and PenberaParis might have now and in the future in the course of this engagement (including in conducting research, preparing reports, and giving deposition and trial testimony) by protecting Dr. Penbera and PenberaParis under your professional insurance, errors and omissions, and general liability coverage; and you agree to indemnify Dr. Penbera and PenberaParis and hold Dr. Penbera and PenberaParis harmless against any and all causes of action that might in any way arise from this engagement; and you agree to defend any and all claims and pay all costs associated with any legal action made against Dr. Penbera or PenberaParis arising directly or indirectly from this engagement.

C. In engaging Dr. Penbera or PenberaParis, it is understood and agreed by you that Dr. Penbera may choose to work with, at his discretion, and to include in his billing with your prior approval, other experts, staff, and organizations including certified public accountants and forensic investigative, secure banking, vocational rehabilitation, and statistical, accounting, and research services and you agree to extend liability and indemnification to those persons engaged by Dr. Penbera on your behalf. You will not receive a separate bill for work performed by others at Dr. Penbera's request; rather, these costs will be included in Dr. Penbera's billings and hourly charges. There may be other direct or indirect expenses charged (such as data base purchases) as a result of Dr. Penbera work and/or in utilizing these affiliated persons or organizations; however, these will only be charged with your prior approval.

D. The responsibility for timely payment of fees for services rendered rests with you as the attorney, firm, business or governmental organization engaging Dr. Penbera and/or PenberaParis. Although this responsibility is the usual and customary practice, it is reinforced and codified by The Statement of Ethical Principles and Principles of Professional Practice of the National Association of Forensic Economics (NAFE) of which Dr. Penbera is a member. Principle 2 states:



"Compensation. Practitioners of forensic economics should not accept contingency fee arrangements, or fee amounts associated with the size of a court award or out-of-court settlement."

Therefore, in order to comply with this specific precept as well as to avoid violation of the general provisions of NAFE's Objectivity and Independence precepts, neither Dr. Penbera, PenberaParis nor its affiliated entities or associates have accepted, nor can they accept, any engagement on a contingency basis. If you have not already done so, please advise your client that the payment of expert fees is not conditioned in any way on the outcome of the case.

II: ACCEPTANCE OF ENGAGEMENT TERMS

A signed confirmation of these terms is not necessary as the following constitutes proof of your acceptance:

A. Providing materials to Dr. Penbera or PenberaParis after discussions with Dr. Penbera or staff of PenberaParis constitutes acceptance of these terms of engagement.

B. Identifying Dr. Penbera or PenberaParis in any document or writing constitutes acceptance of these terms.

C. Because of the limited numbers of qualified forensic economists, firms may "contact" Dr. Penbera for the express purpose of trying to eliminate his engagement by an opposing firm. Such a designed practice is a misrepresentation and a potential violation of the California Rules of Professional Conduct.

III: NOTICE OF TERMINATION

A. This engagement may be terminated immediately at any time and for any reason by either party via written notice delivered via mail or facsimile. Such notice may be delivered to:

15302 Mesa View Avenue, Friant, CA 93626, or emailed to: jpenbera@comcast.net

B. Upon termination, a bill will be provided to you within ten (10) days for all work done through the date that notice of termination was either sent or received.

C. If requested, all materials and documents provided by you shall be returned to you within ten (10) days after the outstanding bill is paid in full.