**Tim Gravette**

**Litigation Consultant**

**Professional Services Agreement**

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**Tim Gravette**

**Litigation Consultant**

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 July 08, 2022

**Professional Services Agreement**

1. Agreement
2. This agreement is entered into as the dates set forth at the end of this Agreement by and between Tim Gravette, hereinafter “Consultant” and (insert name of law firm), hereinafter referred to as “Client.”
3. The name and style of the case:
4. Client case number:
5. Court case filled in:
6. Court case number:
7. Retention
8. The Consultant will be available to commence work for the Client upon receipt of a $2500.00 retainer check made payable to Tim Gravette.
9. The Consultant agrees not to work for any other person or party involved in this case or matters relating to this case for two weeks after he is verbally retained, or upon acceptance and deposit of the retainer set forth below.
10. Should two weeks lapse without receipt of a retainer, the Consultant is free to accept work from any other party.
11. Services
12. The full scope of Consultant’s work will be determined as the matter proceeds and will be subject to the needs and requests of the client. Consultant and Client agree that Consultant will be performing services to the Agreement as an Independent Contractor.
13. The Consultant agrees to perform only consulting services specified by the Client on the **Issues and Factual Findings** form (see appendix) and in connection with such services, agrees to perform such investigation, documentation review, studies and research so as to be able to consult with and advise the Client with respect to Consultant’s findings.
14. The Consultant agrees to verbally report his facts, conclusions and findings to the client and if desired by the Client, the Consultant will prepare a written report and cause it to be sent or delivered to the Client.
15. The Consultant also agrees to assist in trial and deposition preparation and to testify as an expert witness in those areas in which he is qualified upon a written request from the Client.
16. Upon request, the Consultant will provide an estimate of the time and costs it will take to perform the work outlined by the Client. If it becomes apparent to the Consultant that he will need to exceed the estimates provided to complete his work, he will provide the Client with a revised estimate and shall proceed only after being granted permission by the Client.
17. Confidentiality
18. The Consultant agrees to retain all non-public information obtained from the Client as confidential and agrees not to release or discuss any of such information unless the Consultant has obtained the prior consent of the Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.
19. Compensation
20. See Fee Schedule
21. Declaration of Expert Witness

Permission to use Consultant’s name or in any way indication that he is an expert witness or Consultant for the Client’s side of the case, informally or formally with other parties, is not granted until the retainer is paid.

1. Billing
2. Invoices will be tendered on the last day of the month.
3. A detailed breakdown is furnished itemizing each charge for the month.
4. Billing from the previous month not paid will be noted as “Previous Balance."
5. Payments made out to Tim Gravette are due upon receipt of the invoice.
6. Late charges at the rate of 1.5% per month will be added to bills not paid within 28 days.
7. The payment of all fees and expenses is the responsibility of the Client notwithstanding the Client’s relationship with third parties, contingency arrangements, subrogation, etc. except those listed in items (g), (h) and (i) below.
8. As a convenience, the Consultant agrees to prepare separate billing for an attorney taking Consultant’s discovery deposition, but the responsibility for payment remains that of the Client should the attorney taking the Consultant’s discovery deposition fail to pay as outlined in items (h) and (i).
9. The attorney requesting the Consultant’s discovery deposition will pay for the deposition in advance of the actual deposition (See Fee Schedule: Deposition).
10. The Consultant will send an invoice to the Client on the next business day following the receipt of a “Notice to Appear.”
11. The Client agrees to forward the invoice for the deposition to the attorney requesting to take the Consultant’s discovery with instructions to pay the amount immediately so the Consultant will appear as per this agreement.
12. If the attorney requesting to take the Consultant’s discovery does not pay for the deposition in advance, the Client has the option of paying the Consultant and requesting reimbursement or rescheduling the deposition after the attorney requesting to take the Consultant’s discovery has paid the invoice.
13. All travel-related and administrative expenses related to the deposition will be invoiced directly to the attorney requesting taking the Consultant’s discovery deposition. The invoice will be sent to the Client who will forward the invoice to the attorney who took the Consultant’s discovery.
14. The failure to include a chargeable item in one billing shall not constitute a waiver of the right to access the charges in a subsequent billing.
15. Questions concerning specific billings are welcome and requests for corrections must be submitted within 30 days after date of billing question.
16. Termination: This agreement may be terminated by the Client upon 15 days written notice for any reason.
17. Upon termination of the Consultants services by the Client, the Client shall immediately pay all fees and expenses incurred by the Consultant, subject to receipt of an appropriate bill.
18. The Consultant may terminate this agreement upon 10 days written notice if payments are not made within 30 days of the date billing is mailed. This does not relieve the Client in any way from payment for services rendered or expenses incurred.
19. Dispute Resolution
20. The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in Lafayette Parish, State of Louisiana but this shall not preclude either party from bringing an action in any other Parish or County which represents the proper venue for such an action.
21. In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney’s fees and all costs and expenses incurred by the Consultant including collection costs, provided that the Consultant is the prevailing party in said matter either by settlement, litigation or otherwise.
22. Governing Law
23. All actions arising out of the performance of this Agreement shall be governed by the laws of the State of Louisiana.
24. Signatures

The signature by all parties indicates they have read the entire document and agree to all terms and stipulation included within the document and do hereby execute this Agreement at the places set forth below on the date set forth below.

For the Client:

Signature: Date:

Printed Name:

Title:

For the Consultant:



Signature: Date: 07/08/2022

Tim Gravette

Litigation Consultant

Gravette Consulting LLC

**Appendix**

**Issues & Factual Findings**

This document outlines specific issues the Client is desirous for the Consultant to investigate, research and review.

Upon receiving a written request from the Client, the Consultant will provide a written report to the Client of the factual finding and the documentary basis of the factual findings.

**Specific Issues Client requires Consultant to Investigate, Research and Review:**

1.
2.
3.

FEE SCHEDULE

Detailed below is my current fee schedule. I have invested careful thought and consideration in preparing this based on my operational experiences. My foremost priority is to continue to provide timely, high quality professional services.

Billing Rates

Initial Retainer

* A retainer of $2500.00 is charged in each case. This amount is a non-refundable minimum fee charged. Billings for services performed or expenses incurred are against the retainer until such time as it is exhausted.
* Fees are billed to the Client:
	+ By the quarter of the hour
	+ Consultant considers the response to emails and telephone calls which take less than a quarter of an hour to be negligible and are not billed to the client

One Hour Initial Consultation

* No Charge

Consultation Services

$250.00 per Hour

* Document Review
* Research
* Reports
* Presentations
* Teleconferences
* Meetings

Depositions

$300.00 per hour (four-hour minimum) $1200.00 paid in advance by attorney requesting deposition. In case of multiple attorneys, they must decide who will pay in time for Consultant, to receive payment prior to appearance of Consultant at deposition.

Deposition fee to be paid on or before the day of the deposition.

Client Pre-Deposition Meeting

$250.00 per Hour (one-hour minimum)

Client Post-Deposition Meeting

$250.00 per Hour (one-hour minimum)

Trial Testimony

$300.00 per hour (four-hour minimum) paid in advance by Client in time for the Consultant to receive payment prior to appearance of Consultant, at trail.

Non-Testimony Waiting Time

$300.00 per hour time spent on call or at the courthouse while time is committed to being able for immediate testimony.

Court Cancellations

* If a court appearance is cancelled in less than five business days in advance of the scheduled court appearance date, the Consultant is entitled to the four-hour minimum payment.
* If a court appearance is cancelled in more than five business days in advance of the scheduled court appearance date, the Consultant is not entitled to the four-hour minimum payment.
* If the Consultant has incurred any expenses related to the case, the amount will be deducted from the advance payment. If the amount of the expenses exceeds the amount advanced to the Consultant, the difference will be invoiced on the next invoice from the Consultant to the Client.
* When a new court appearance date is scheduled for the consultant, an advance payment will be sent and the process begins over.

Travel

* Travel and miscellaneous expenses are charged at actual cost.
* Local Travel – When in the local area away from the Consultant’s office, time is billed from the time of departure from Consultant’s office until the time of return.
* Out of my local area - automobile travel is billed at $50.00 per hour portal to portal.
* Airline – Business class. Travel via airline is billed at $50.00 per hour portal to portal. Point of departure is my office until arrival at the destination, to the hotel, law office, courthouse or other appearance location.
* Client – Provided List of Allowable Travel Expenses
* Hotel
* Ground Transportation, i.e. rental car, taxi, train or subway
* Meals
* Personal Auto Mileage – Travel by auto is at the rate established by the IRS mileage expense table for the year in which the services are performed. No travel expense is charged in the Lafayette area.
* Fees and rates, once established for a case will not be increased even though fees or rates may increase for new cases.