

CHRIS CONRAD

— *Consultant, author, court-qualified cannabis expert* —

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Effective date: July 1, 2020

Letter of Agreement: Legal Counsel Retaining Expert Witness / Special Investigator

Dear Counselor:

This agreement is between the attorney and myself. By the terms set forth in this document, you may contract with me to serve as your investigating cannabis expert. Upon guarantee of payment, I am retained in strict confidentiality and make no advance promise or representation as to what my observations and ultimate opinions may be, other than that I will be truthful and rational and my evaluations will be consistent with relevant facts provided to me in discovery or evidence.

Unless I agree in advance to do so, I will not travel, write a report, appear or testify without confirmation and prior payment. An invoice will be made out in counsel's name that can be paid by anyone. All fees and expenses are due before work commences or calendar dates are confirmed in privately retained cases, or authorizations provided in public defender, alternate defender or court-appointed cases.

Counsel may at any time in advance advise me to suspend or terminate any pending services but you remain responsible for securing payment for all fees and expenses incurred to date. I may at any time and for any reason withdraw from providing future services upon notifying your office. Unused fees and payments such as unspent travel funds may be pro-rated and refunded by agreement upon request.

Using the retainer allows your office to manage clients' funds and secure their strongest legal defense. Like most professionals, I have a complex calendar involving contracted work, events, appearances and numerous cases in courts whose actions are beyond my control. We do our best to accommodate everyone but conflicts sometimes occur, so all dates are scheduled on a first-retained, first-priority basis.

Standard Fees for Expert Witness Services as of July 1, 2020*

Please notify our office immediately when a scheduled appearance is continued or canceled or we may charge a holding fee of \$100 for appearances postponed or canceled less 30 days in advance and \$250 if less than 14 days. Same day or day before cancellations still pay full price.

Hourly Services **\$300 per hour, 1 hour minimum**

For when you have a tight budget and just need a quick consultation or impression of the circumstances and facts (e.g., strategy discussions, a brief review of photos, evaluations of alleged statements, telephonic or email consultations, etc.) without committing to further work.

Hold and secure an available a calendar date **\$250**

Extended Services **\$250 per hour**

If the required workload runs significantly beyond four hours, excess time may be billed at this reduced rate, for an ongoing discount of 20%. Additional hours will not be billed without prior approval.

Extended Travel Hours **\$100 per hour**

We understand that any appearance requires some travel and include up to four hours (1/2 day) round-trip of travel built into any retained work trip as part of the standard service. If required to make multiple appearances or travel more than four hours per single round trip, additional travel hours may apply.

Retained Services Fee Structure **See package list below**

Recommended for when you have a strategy that requires certain services and time commitments: The retained packages incorporate relevant price breaks. Standard options are listed below.

Package A: Basic retainer: Review and consultation \$750-1000 (Non-refundable) *

Package A includes initial and follow up telephone consultations, a review of a reasonable amount of discovery, and hold one unsecured calendar date. Covers 3 - 5 work hours, by agreement.

Package B: Review and report \$1,500 *

Add a report or affidavit, no travel, to Package A. Covers up to 3 additional hours.

Package C: Review, inspection / investigation, optional report \$2000 + expenses **

Add evidence inspection to B for \$500. Covers up to 10 hours work and 4 hours travel.

Package D: Review and testimony \$2,000 + expenses **

Add court appearance to A for \$1000. Includes up to 10 hours work and 4 hours travel.

Package E: Review, report and testimony \$2,500 + expenses **

Add court appearance to B for \$1000 per day. Includes up to 15 hours + 4 hrs. travel time.

Package F: Review, inspection/ investigation, report, testimony \$3000 + expenses **

Add court appearance to C for \$1000 per day. Includes up to 17 hours + 4 hrs. travel time.

* Standard office expenses are included in retainer. Details may be adjusted pursuant to agreement.

** We will hold one evidence examination / site inspection / investigation or court date and allow up to two calendar changes at no extra charge. If travel is required for multiple trips or more than four hours per round trip, you may by mutual agreement be charged for additional travel time at \$100 per hour.

Additional costs and adjustments

Expenses: Travel expenses include \$0.60 per mile mileage plus any costs incurred for bridge and road tolls, rental cars, taxis, parking, airfare and hotels. Anticipated expenses must be paid at least two weeks in advance of any calendared appearance or the date is considered vacated and may be made available for other clients to use. Unused travel advance funds are refunded on request.

Refunds: The basic retainer is non-refundable. Other refunds will be considered upon request at completion of services. Any such refunds will be based upon advanced funds, prorated services and special circumstances. Unused travel funds are always available for refund.

Court appointments and hardship discounts: Public Defenders, court appointed and hardship cases may be eligible for a discount, normally up to 10% or \$250 maximum but in some cases including *pro-bono* services. Mr. Conrad must authorize all discounts in advance.

Sincerely,

Signature page follows: These terms and fees are implicitly incorporated into the following signature page. You do not need to return this entire document, only the signature page, as annotated and initialed. Please keep a copy of this letter — especially the final page — for your records.

Signature page to the Cannabis Expert / Investigator's Letter of Agreement

To secure services, please fill-out and return page 3 of this agreement by mail or email.

Call 510-275-9311 request an appearance date or with any questions

Email case@chrisconrad.com to schedule or send discovery items

Dropbox discovery to case@chrisconrad.com and/ or

Mail agreement, discovery and payment to: Chris Conrad, 205 Regency Court, El Sobrante CA 94803

Credit card and PayPal payments (to paypal@equalrights4all.org are subject to 3% service fee

Details and timeline *Calendar subject to availability and judicial discretion; always get prior confirmation.*

Attorney's name: _____ Phone: _____

Amount paid / secured: \$ _____ Method of payment: ___ Check ___ Money order

Client name. _____

County and case tracking no. _____

Necessary discovery items are: _____ Enclosed _____ To come _____ Sent as electronic files

Chris Conrad's anticipated services

Prepare report / affidavit prior to _____ [Date]

Examine site / property at _____ [Time, Location]

Appear in court at _____ [Time, location]

Other, eg., interview client: _____ [Describe]

Notes and addenda to the above: _____ Initials: _____

Agreement

The preceding two-page *Letter of Agreement*, including my service rates effective as of July 1, 2020, is incorporated into this signature page as if set forth herein. Both parties have read the document and, by affixing our signatures below, we voluntarily agree to the terms and conditions of that agreement, with any exceptions duly noted and initialed in the space above.

Attorney signature, date

Agreed on behalf of Chris Conrad, date