PathologyExpert, Inc.

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CONSULTING AGREEMENT

This agreement is entered into as of the dates set forth at the end of this agreement by and between PathologyExpert Inc. (hereinafter "Consultant")

and_____(hereinafter "Client").

Case:_____

Jurisdiction/Court Filed In:_____

1. RETENTION/APPROVAL

1.1 Consultant will be available to commence work for Client upon receipt of a retainer and signed contract.

1.2 Consultant agrees not to work for any other person or party involved in this case on matters relating to this case for two weeks after being verbally retained, or upon acceptance of the retainer set forth below. Should the two weeks lapse without receipt of a retainer, Consultant is free to accept work from any other party.

1.3 Consultant cannot consult on any cases that would be a conflict of interest to Alameda County, California.

1.4 Client is retaining Consultant in Consultant's private capacity. Alameda County Office of the Sheriff Coroner and Alameda County are not parties to this Agreement and therefore are not liable for any opinions, acts or omissions of Consultant.

2. SERVICES TO BE PERFORMED

2.1 Consultant agrees to perform consulting and/or expert witness services as requested by Client and in connection with such services agrees to perform such investigation, document review, studies and research so as to be able to consult with Client and/or advise Client as an expert witness with respect to Consultant's findings. Consultant agrees to verbally report facts, conclusions and findings to Client and, if desired by Client, Consultant will prepare a written report and cause it to be sent or delivered to client. Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas in which she is qualified.

2.2 The full scope of Consultant's work will be determined as the matter proceeds, and will be subject to the needs and requests of Client. Consultant and Client agree that Consultant will be performing services to this Agreement as an Independent Contractor.

2.3 Upon request, 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 Consultant that she will need to exceed the estimates provided to complete this work, she will provide Client
with a revised estimate and shall proceed only after being granted permission by Client.

3. CONFIDENTIALITY

3.1 Consultant agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Consultant has obtained the prior consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

4. COMPENSATION

4.1 Fees are billed to the Client by the quarter of an hour with a minimum charge of 0.25 hours as follows:

4.1.1 Review of materials, research and report preparation, travel time, autopsy performance, microscopic slide review and testimony at trial or deposition at SEVEN HUNDRED FIFTY dollars ($750.00) per hour. This rate applies to office or courtroom waiting time as well as actual time testifying.

4.1.2 The minimum fee for attendance at a deposition, to testify as an expert witness, and attendance at court is SEVEN HUNDRED FIFTY dollars ($750.00) per hour.

4.1.3 Time required for short (less than 10 minutes) telephone calls and e mails without attachments are not billed.

4.1.4 Last minute (defined as within 48 hours or 2 business days) cancellations or postponements of deposition or trial testimony will be subject to a fee of SEVEN HUNDRED FIFTY dollars ($750.00).

4.2 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.

4.3 Each full day outside the limits of the city of San Francisco, California on assignment is billed on the basis of an eight hour day at SEVEN HUNDRED FIFTY dollars ($750.00) per hour. Where more than eight hours work or travel is performed in one day, the actual time is billed. Day of departure and day of return are prorated.

4.4 A retainer of $1,500.00 is charged for each case. This amount is a non-refundable (unless initial retention is denied pursuant to ¶ 1.3) minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.

4.5 Permission to use Consultant's name or in any way indicate that she is an expert witness or Consultant for Clients, either informally or formally with other parties, is not granted until the retainer has been paid.

4.6 Fees and rates, once established for a case, will not be increased for that case for a period of one year. Twelve months after being retained, fees may be raised to those currently charged other new Clients at that time but shall not exceed 10% per year.

5. EXPENSES

5.1 Travel, lodging, and meals expenses are charged at cost plus ten percent. Other miscellaneous expenses, including histology, toxicology, mailing fees, parking fees and long distance calls, are charged at cost. Travel by car is at current IRS rates. No travel expense, other than parking, is charged within the confines of the City and County of San Francisco.

5.2 Travel will be performed by the most economical means compatible with the Client's time constraints except that business class air travel accommodations will be used for all flights of more than four hours duration, including cumulative time where connecting flights are required.

5.3 Client may avoid the 10% surcharge on travel expenses by furnishing travel and lodging which is billed directly to Client by the carrier or hotel.

6. BILLINGS

6.1 Invoices will be tendered after the end of each month. A detailed breakdown is furnished itemizing each charge for the month. Billings from the previous month not paid will be noted as, "Previous Balance."

6.2 Payments made out to “PATHOLOGYEXPERT INC.” are due 30 days after the invoice date. Late charges at the rate of 2.0% per month will be added to bills not paid within 30 days.

6.3 In the interest of avoiding terminating this Agreement pursuant to ¶ 7.4 in case of untimely payments, Consultant, in her sole discretion, may choose to require payment in advance for any preparation, meetings, or testimony at deposition or trial, including an estimate for transportation costs. After completion of preparation, meetings, or testimony, Consultant will promptly return any excess amounts received or invoice Client for any additional amounts due.

6.4 Client agrees to furnish 1099s pursuant to IRS timing requirements, with no withholdings. PathologyExpert Inc.’s EIN is 46-2971456. A W9 form will be furnished upon request.

6.5 The payment of all fees and expenses is the responsibility of the Client, notwithstanding Client's relationship with third parties, contingency arrangements, subrogation, etc. As a convenience, Consultant may agree to prepare separate billing for another attorney taking Consultant's discovery deposition, but the responsibility for payment remains that of the Client. Failure to include a chargeable item in one billing shall not constitute a waiver of the right to assess the charges in a subsequent billing.

6.6 Questions concerning specific billings are welcomed. Requests for corrections must be submitted in writing within 30 days of the invoice containing the billing in question.

7. MODIFICATION/NO ASSIGNMENT/TERMINATION

7.1 This Agreement may only be modified, superseded, or voided through the written and signed consent of the Parties. Physical destruction or loss of this document shall not be construed as a modification or termination of this Agreement.

7.2 Neither Party can assign any rights or obligations pursuant to this Agreement without the express written authorization of the other Party.

7.3 This Agreement may be terminated by Client upon 15 days written notice for any reason. Upon termination of Consultant’s services by Client, Client shall immediately pay all fees and expenses incurred by Consultant, subject to receipt of an appropriate invoice.

7.4 Consultant may terminate this Agreement upon 15 days written notice if payments are not made within 60 days of the date an invoice is mailed. Termination for such reason does not relieve Client in any way from payment for services rendered or expenses incurred prior to termination.

8. DISPUTE RESOLUTION

8.1 Either Party's waiver of remedies for the breach of any provision of this Agreement shall not be deemed a waiver of remedies for any other provisions, or for future breaches of that provision.

8.2 In case of any dispute arising under this Agreement, the Parties agree to work together in good faith for at least 30 days to resolve such dispute. If the Parties cannot resolve such dispute informally, the Parties agree that any action required to enforce the terms of this Agreement shall be filed in the Superior Court of the State of California, in the County of San Francisco.

8.3 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 Consultant including collection costs.

9. SCHEDULING, FURNISHING OF MATERIALS, AND LIABILITY

9.1 Consultant is an Independent Contractor who is also employed at the Alameda County Coroner's Office in Oakland, California. As such, all appearances of Consultant need to be scheduled with a 14 day advance notice, to allow Consultant time to request an approved leave of absence.

9.2 Rarely, unexpected emergencies and/or disasters will require Consultant to return to the San Francisco Bay Area despite a scheduled appearance. In the event of such an occurrence, Consultant and Alameda County are not liable for any costs incurred on the part of Client. Consultant will not charge for travel expenses or time if appearance is cancelled by an unexpected emergency. Consultant will contact Client as soon as possible to re-schedule another appearance.

9.3 Client is responsible for furnishing all materials that are relevant to the complete assessment of a medico-legal case. These usually include all medical records, autopsy reports, investigative reports and witness interviews, coroner's reports, laboratory reports including toxicology, microscopic slide sections (recuts), depositions and other sworn testimony transcripts, or other expert's written opinions. Transcripts will be furnished in lieu of recorded statements.

9.4 Client will hold Consultant harmless if any errors or omissions are the result of an incomplete furnishing of the above-mentioned materials.

9.5 Client will advise Consultant immediately of any Kelly/Frye, Daubert motions or other challenges and furnish the related briefs. If Consultant determines that another attorney is necessary to defend the professional interests of Consultant in these motions, then Client agrees to furnish all materials pertaining to the case with Consultant's attorney.

10. MISCELLANEOUS

10.1 Governing Law. This Agreement shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California.

10.2 Titles. The titles and captions in this Agreement are for convenience only and in no way change the scope of this Agreement or the intent of the Parties.

10.3 Participation, Representation, and Voluntary Execution. Each Party has participated equally in the construction and negotiation of this Agreement after making such investigation of the facts as it deems necessary. Each Party represents that it was voluntarily entered into this Agreement, after having the opportunity for representation by independent legal counsel, and that it has not made and will not make any other agreements or commitments that will prevent or interfere with the performance of its obligations under this Agreement.

10.4 Authorization. Each person executing this Agreement represents that he/she is authorized and empowered to do so.

10.5 Integration. This Agreement contains the entire and exclusive agreement between the Parties and supersedes any prior or contemporaneous agreement, representations, or covenants (express or implied, oral or written) between the Parties as to the scope of the Agreement.

10.6 Enforceability and Severability. This Agreement is enforceable and binding. The provisions of this Agreement are severable. If any provision contained in this Agreement is held to be unenforceable, in whole or in part, any remaining provisions will continue in full force and effect and will be construed as to give effect, as nearly as possible, to the original intent of the Parties.

10.7 Counterparts. This Agreement may be executed in counterparts and/or may be delivered by facsimile and/or scanned pdf via email, and if so executed and/or delivered, shall be as effective as if the same original document had been duly executed and personally delivered by each Party to the other Party.

10.8 Force Majeure. Force Majeure is any event of war, act of public enemy, riot, epidemic, fire, casualty, accident or sickness, labor controversy, governmental order or regulation, judicial order or degree, act of God, or any other occurrence beyond a Party's control. In the event of Force Majeure, the Parties agree to make a good-faith effort to fulfill their contractual obligations to the fullest extent possible. Except as otherwise provided, if the Parties are unable to fulfill their contractual obligations due to Force Majeure, the Parties have the right to terminate the Agreement.

10.9 No Guarantees. Consultant makes no guarantees or promises as to the result of the litigation.

Date:_____ Location:_____

_____
Judy Melinek, M.D., Consultant

Date:_____ Location:_____

_____

_____
Client