

WILLIAM MAYER

Expert Witness — Real Estate

Development | Multi-Family and Retail Leasing and Property Management

Homebuilding | Public Infrastructure | Common Interest Developments

619.772.6448 | William@MayerExpert.com | MayerExpert.com

EXPERT WITNESS ENGAGEMENT AGREEMENT

[Date]

[Retaining Attorney]

[Law Firm]

[Address]

Re: Expert Engagement — [Matter Name], [Court and Case No.]

Dear [Counsel]:

Thank you for contacting me regarding the above matter. This letter sets out the complete terms on which I am available to be engaged, including my rates. If the terms are acceptable, please sign below and return a copy.

1. PARTY ENGAGING ME

This engagement is between your firm and AES&B, LLC, a California limited liability company, through which I contract for expert witness services. I am its sole member and its manager. I will personally perform all services under this engagement and I am the individual to be designated as the expert. No other person will perform services under this engagement without your written consent.

Your firm, and not your client, is the engaging party. Invoices are issued by AES&B, LLC and directed to your firm, and your firm is responsible for payment regardless of any arrangement between your firm and your client, and regardless of the outcome of the matter.

2. SCOPE AND ROLE

I am initially engaged as a consulting expert. If and when you designate me as a testifying expert, my role converts accordingly and I will prepare and provide a written report or declaration if requested. My engagement is limited to the subject matter you identify in writing. I will not undertake work outside that scope without your written direction.

I offer opinions on real estate industry custom, practice, and standards of conduct. I do not offer opinions on questions of law, on the interpretation of contracts as a matter of law, on the ultimate legal issues in the case, or on the

standard of care applicable to attorneys. Although I am a licensed California attorney, I am not engaged in this matter as an attorney, I do not represent your firm or your client, and no attorney-client relationship is created by this engagement.

3. INDEPENDENCE

My opinions will be my own and will be based on my education, training, and experience and on the materials I review. I will not adopt an opinion I do not hold. If my analysis does not support your client's position, I will tell you promptly so that you may decide how to proceed, and you remain free to terminate this engagement at that point. My compensation does not depend in any way on the outcome of the matter or on the substance of my opinions.

4. RATES

Non-testimony work — \$695.00 per hour.

Case review and document analysis, research, site inspection, meetings and conferences with counsel, report and declaration preparation, deposition and trial preparation, and review of the reports and testimony of other experts.

Testimony — \$895.00 per hour.

Deposition, trial, arbitration, hearing, and mediation testimony, charged from the noticed start time until released, including recesses.

Travel — \$295.00 per hour.

Charged portal to portal, with a maximum of eight billed travel hours per day. Time spent working on the matter while traveling is billed at the applicable working rate rather than the travel rate.

These rates are applied uniformly to all engagements without regard to the party retaining me or the side on which I am retained. I do not accept engagements on a contingent-fee basis, and I do not discount rates in exchange for volume, referrals, or a particular result. Rates are reviewed annually; a rate change does not apply to an engagement already underway without written agreement.

5. MINIMUMS

- Deposition: four-hour minimum per day.
- Trial, arbitration, or hearing testimony: six-hour minimum per day, including standby time and any day held on call at your request.
- Any out-of-town engagement requiring an overnight stay: one-day minimum at the applicable rate, in addition to travel time.

6. TRAVEL EXPENSES

Travel and out-of-pocket expenses are reimbursed at actual cost, without markup, and are itemized on my invoices with receipts available on request.

- Air travel is in coach for shorter flights, and in business or first class for any flight with scheduled time exceeding three hours.
- Lodging is booked in a business-class hotel reasonably proximate to the deposition, hearing, inspection, or trial location.
- Ground transportation, parking, tolls, baggage fees, and meals are reimbursed at actual cost.
- Where I travel by automobile, no mileage charge, per-mile allowance, or other automobile expense is added. Travel time at the rate in Section 4 is the only charge for automobile travel, together with any parking and tolls actually incurred.
- Where you prefer to book and pay for travel directly, I am glad to accommodate that, provided the arrangements conform to this section.

7. RETAINER AND ADVANCE PAYMENT FOR TESTIMONY

No retainer is due before I begin work. My reasonable expectation is that you will make every reasonable effort to pay my invoices within 30 days after you receive them from me.

Fees for deposition and trial or arbitration testimony, calculated at the applicable minimums in Section 5, together with estimated travel time and expenses, should be received before the testimony date. In California state court matters, I understand that the party taking my deposition is responsible for my reasonable and customary hourly fee under Code of Civil Procedure section 2034.430, and I ask that you make the necessary arrangements in advance of the deposition.

8. BILLING AND PAYMENT

Time is recorded in increments of one-quarter of an hour. Invoices are issued monthly and are due within 30 days of receipt. Balances unpaid after thirty days do not accrue interest or late fees, so please make every reasonable effort to pay invoices within 30 days after you receive them from me.

A completed Internal Revenue Service Form W-9 for AES&B, LLC will be furnished on request. Payment instructions will be provided separately to your accounts payable department and should be verified by telephone, using a number obtained independently of any email, before funds are transmitted. I will not transmit payment instructions by email, and any email purporting to change them should be treated as fraudulent until verified by telephone.

9. CANCELLATION AND SCHEDULING

Deposition, trial, arbitration, and travel days that are cancelled, continued, or rescheduled fewer than ten business days before the reserved date are billed unless prior arrangements are made. The charge is the applicable daily minimum, less any portion of that time I am able to fill with other engagement work. Cancellations with ten or more business days' notice are not charged. Non-refundable travel costs already incurred are reimbursed in all events.

10. MATERIALS, FILE, AND DISCOVERABILITY

Please provide materials in organized, indexed electronic form. I will maintain a file of the materials I receive, the materials I consider, and my notes and analysis.

I understand that my file, my notes, my drafts, and my communications with you may be discoverable, and that the scope of protection differs materially between federal court, where Rule 26(b)(4) protects draft reports and most attorney-expert communications, and California state court, where it generally does not. Please advise me at the outset of the forum and of the file and note-taking protocol you want me to follow. I will follow your written direction on retention and destruction of materials, subject to any applicable preservation obligation.

11. CONFIDENTIALITY

I will keep confidential all non-public information I receive in this engagement, will use it only for this engagement, and will be bound by any protective order entered in the matter. I will not disclose the existence or subject matter of a consulting engagement unless and until I am designated.

12. CONFLICTS AND DISCLOSURE

I am the Chief Operating Officer and Chief Legal Officer of Sudberry Properties, Inc., a San Diego real estate development, investment and property management company. I also serve on the boards of the organizations listed in my curriculum vitae. Before accepting this engagement, I will run a conflict check against Sudberry Properties, its affiliates and joint venture partners, and its known counterparties and outside counsel, and I will disclose the results to you. Please provide a full party and counsel list, including affiliates and insurers, so that I can complete that check.

A list of my prior engagements as a retained expert, prepared to satisfy the disclosure required by Federal Rule of Civil Procedure 26(a)(2)(B)(v) and its state analogues, is maintained contemporaneously and is provided on request.

My duty to disclose is continuing. If a conflict arises during the engagement, I will notify you immediately.

13. AVAILABILITY

I hold a full-time executive position and my availability is finite. I will commit to specific deposition, hearing, and trial dates in writing, and I ask for as much advance notice as the schedule allows. I will tell you promptly if a deadline or date cannot be met so that you have time to make other arrangements.

14. TERMINATION

Either of us may terminate this engagement at any time on written notice. Termination does not affect fees and expenses already incurred, amounts due for reserved dates under Section 9, or my confidentiality obligations.

15. GOVERNING LAW AND ENTIRE AGREEMENT

This agreement is governed by California law. It is the entire agreement between us regarding this engagement, and it supersedes any prior fee schedule or communication. It may be modified only in a writing signed by both of us.

Please confirm your agreement by signing below.

Very truly yours,

AES&B, LLC, a California limited liability company

By: William Mayer, Manager

AGREED AND ACCEPTED:

[Law Firm]

By: _____ Date: _____
Name / Title: _____