

## **Professional Engagement Agreement**

**Consulting Attorney:** Angelo Paul Sevarino, JD, MSCC  
26 Barber Hill Road  
Broad Brook, CT 06016  
wclawyer@aol.com  
860-716-0320

**Retaining Attorney:**

**In Re:**

### **TERMS & CONDITIONS**

This Professional Engagement Agreement entered into between Consulting Attorney and Retaining Attorney is for the purpose of rendering an independent legal review and/or opinion necessary for the preparation of settlement, civil suit, arbitration/mediation or administrative formal hearing in the above captioned matter.

Consulting Attorney will also provide expert testimony in this matter, if requested.

Permission to disclose Consulting Attorney as an expert witness or legal consultant on behalf of the Retaining Attorney and/or the Retaining Attorney=s client is not granted until this Professional Engagement Agreement is executed by the Retaining Attorney and returned to Consulting Attorney with the initial retainer.

In order for Consulting Attorney to render an opinion, Consulting Attorney may require access to information contained within Retaining Attorney=s legal file(s) as the opinion rendered by Consulting Attorney is based, in part, upon this information. To this extent Retaining Attorney must advise his or her client that:

**A.** Consulting Attorney has been retained;

**B.** Consulting Attorney may require information contained in Retaining Attorney=s file(s) which access shall be allowed without violation of any attorney-client privilege as may exist between Retaining Attorney and client;

**C.** No attorney-client relationship exists or will exist between Consulting Attorney and

Retaining Attorney=s client;

**D.** Should Consulting Attorney require review of client=s protected medical information Retaining Attorney must advise and obtain the consent (HIPAA) from his or her client for proper disclosure to Consulting Attorney.

Any work product tendered by Consulting Attorney to Retaining Attorney shall be considered the work product of Retaining Attorney prepared in preparation of litigation.

A non-refundable retainer of \$1,500.00 is required to initiate the review.

Fees will be billed at \$395.00 per hour for professional consultations, investigation, travel, report preparation or testimony, either in court, formal administrative hearings, arbitration or mediation session or deposition appearance and testimony.

Said billable hourly charges will be deducted first from the retainer and then billed direct to the Retaining Attorney.

Travel and lodging expenses incurred by Consulting Attorney beyond a 50 mile radius of Broad Brook, Connecticut shall be the responsibility of the Retaining Attorney.

Scheduling of Consulting Attorney=s deposition or court testimony requires at least a two (2) week advance written notice to Consulting Attorney and is subject to a two (2) hour minimum charge. Should the deposition or court appearance be cancelled with less than 48 hour notice a 2 our minimum charge will be imposed.

Consulting Attorney=s standby fee is a two (2) hour minimum charge.

The Retaining Attorney agrees to pay all fees for services rendered by Consulting Attorney within thirty (30) days of the billing date regardless of the outcome of any litigation involved or delays in recovery of settlement proceeds, fees or costs incurred by Retaining Attorney.

Any invoice unpaid more than thirty (30) days from the billing date shall be subject to interest at the rate of one percent (1.5%) per month or part thereof. Any costs of collection, including legal fees and court costs, will be added to the balance of any outstanding invoices.

All outstanding fees, costs and expenses must be paid in full prior to Consulting Attorney=s attendance at deposition or court testimony or issuance of any written opinion.

This Professional Engagement Agreement shall be interpreted under the laws of the State

