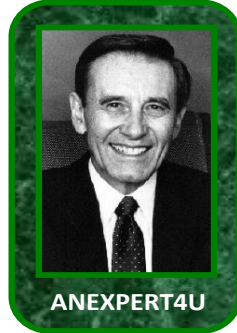


# FORENSIC RESUME OF JERRY ZERG

AIA EMERITUS NCARB ASLA ASSE ASID IIDA RDI NCIDQ IES CSI CCI CCPM ICC

EXPERIENCED  
PRACTITIONER  
AND FORENSIC  
CONSULTANT IN  
ARCHITECTURE  
LANDSCAPING  
CONSTRUCTION



FURNISHINGS  
INTERIOR DESIGN  
STORE PLANNING  
SAFETY, LIGHTING  
PROPERTY INSPECTION  
ADA, OSHA & BUILDING  
CODE COMPLIANCE

**PRESIDENT/OWNER OF UNITED DESIGN ASSOCIATES, INC. SINCE 1959**  
**FOUNDER/DEAN OF INTERIOR DECORATORS INSTITUTE**  
529 NORTH HIGHLAND AVENUE LOS ANGELES, CALIFORNIA 90036  
(323) 938-2441 FAX: (323) 938-9338 [JERRY@UDA-WEB.COM](mailto:JERRY@UDA-WEB.COM) [WWW.ANEXPERT4U.COM](http://WWW.ANEXPERT4U.COM)

## ***COURT QUALIFIED EXPERT WITNESS IN ALL THE ABOVE DISCIPLINES REGARDING THE FOLLOWING ISSUES AND TOPICS***

ACCIDENT RECONSTRUCTION ° ADA & OSHA COMPLIANCE ° ANSI STANDARDS ° ANTIQUE FURNITURE APPRAISALS & VALUATIONS ° ARBORICULTURE ° BREACH OF CONTRACT ° BUILDING INSPECTIONS ° CODE VIOLATIONS ° COMPENSATION STANDARDS ° CONTRACT DOCUMENTS ° COST TO CURE ° DAMAGES & DEFECTS ° DANGEROUS CONDITIONS ° DISCOVERY & INTERROGATORY ASSISTANCE ° DRAINAGE EQUIPMENT FAILURES ° ERRORS AND OMISSIONS ° FAILURE ANALYSIS ° FORESEEABLE HAZARDS ° FURNISHINGS ° HUMAN FACTORS ° ILLUMINATION ° INDUSTRY & PROFESSIONAL STANDARDS OF CARE & PRACTICES ° INJURY ° INSURANCE CLAIMS ° IRRIGATION ° LIABILITY ° LIGHTING LEVELS ° NEGLIGENCE ° PRODUCT LIABILITY ° PROPERTY DISPUTES ° SAFETY ° SCOPE OF LOSS ° SLIP / TRIP / FALL ° STORE FIXTURES ° TESTING ° TITLE 24 COMPLIANCE ° TRADE DRESS ° VALUATIONS ° WATER INTRUSION ° ZONING

## ***CREDENTIALS AND LICENSES***

AIA	EMERITUS AMERICAN INSTITUTE OF ARCHITECTS - RETIRED	#30008225
NCARB	NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS	#44827
ASLA	AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS	#23067
ASSE	AMERICAN SOCIETY OF SAFETY ENGINEERS	#272519
ASID	AMERICAN SOCIETY OF INTERIOR DESIGNERS	#19016
IIDA	INTERNATIONAL INTERIOR DESIGN ASSOCIATION	#707
RDI	RETAIL DESIGN INSTITUTE	#1580
NCIDQ	NATIONAL COUNCIL FOR INTERIOR DESIGN QUALIFICATION	#1088
IES	ILLUMINATING ENGINEERS SOCIETY	#623250
CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE	#1493701
CCI	ASSOCIATION OF CONSTRUCTION INSPECTORS	#677
CCPM	CERTIFIED CONSTRUCTION PROJECT MANAGER	#677
ICC	INTERNATIONAL CODE COUNCIL	#8017417

**ARCHITECT #10976 RETIRED - GENERAL CONTRACTOR #277837 - LANDSCAPE ARCHITECT #2559**

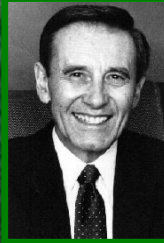
## ***PRESENT AND PAST COMMUNITY INVOLVEMENT***

BOY SCOUTS COUNCIL	HOOVER INSTITUTE	CA SAFETY ASSESMENT PROGRAM
WORLD AFFAIRS COUNCIL	HOLLYWOOD/WIL YMCA	THE AIRVENTURERS
CHILDHHELP, USA	NATIONAL RIFLE ASSOC.	U S AMATEUR BOXING INC.
L A PHILHARMONIC SOC.	THE NAVY LEAGUE	AIRCRAFT OWN/PILOTS ASSOC
L A COUNTY ART MUSEUM	THE AMERICAN LEGION	MIRACLE MILE LIONS CLUB
CA ARBORETUM SOCIETY	THE MAGIC CASTLE	THE LOS ANGELES VIKINGS
GREATER LA ZOO ASSOC.	AMERICAN MENSA	SHOW BUSINESS SHRINE CLUB
GREATER L A PRESS CLUB	THE LA BREAKFAST CLUB	SCOTTISH RITE SYMPHONY ORCH.
INTERNATIONAL VISITORS	U S HANDBALL ASSOC.	AMERICAN STROKE MARATHON

## ***AWARDS AND PUBLICATIONS***

"THE MOST DISTINGUISHED DESIGNER OF THE YEAR, 1979" LOS ANGELES ASID  
"THE MYTHS AND MISCONCEPTIONS OF INTERIOR DESIGN AND DECORATING"  
ARTICLES AND COURSES IN ARCHITECTURE, CONSTRUCTION, DESIGN, ETC.

## FORENSIC BACKGROUND INFORMATION



ANEXPERT4U

## FORENSIC DUTIES AND PRACTICE

### ***JERRY ZERG ....***

- ◆ *Is qualified as an expert due to his knowledge, skill, experience, training and education.*
- ◆ *Is a current practicing consultant in all of his disciplines.*
- ◆ *Has been court qualified as an expert witness in all of his professions.*
- ◆ *Has served as an expert witness in cases that required multi-discipline expertise.*
- ◆ *His forensic services are approximately 55% of his professional practice.*
- ◆ *His professional practice began in 1959. His forensic services started in 1981.*
- ◆ *Forensic services have been approximately 50% for Plaintiff and 50% for Defendant over the past 32 years.*
- ◆ *Has testified in approximately 125 trials, 300 depositions and 25 arbitrations and mediations.*
- ◆ *Has testified in Federal Court and State Court in many venues.*
- ◆ *Is a post-graduate teacher that has the experience and ability to describe technical issues credibly and with clarity and brevity.*
- ◆ *Is a community civic leader that has the skill and experience to convince others of the validity of his findings and opinions.*

### ***JERRY ZERG WILL ....***

- ◆ *Formulate and express his opinions with honesty, clarity and due care.*
- ◆ *Read, analyze and/or review all documents supplied by Client in a timely manner.*
- ◆ *Carry out his and his staff's services in a prompt and cost effective professional manner.*
- ◆ *Notify Client immediately if conflicts-of-interest are discovered that may preclude further involvement.*
- ◆ *Provide assistance in the preparation of questions on technical matters prior to and at deposition or at trial.*
- ◆ *Point out the strength and weaknesses of opposing counsel's positions and opposing expert's opinions.*
- ◆ *Be available for services or work during evenings and weekends, if needed.*
- ◆ *Submit drafts of expert reports for review without changing expert opinions.*
- ◆ *Render opinions in areas only where he is qualified and which are based on known facts that can be substantiated.*
- ◆ *Render opinions that may be subject to modification as a result of new or additional information.*
- ◆ *Subscribe to Federal Rules of Civil Procedure 26 and Federal Rules of Evidence Rule 702.*

**"THE RESPONSIBILITY OF A FORENSIC CONSULTANT AND AN EXPERT WITNESS IS TO PROVIDE CREDIBLE INFORMATION IN A VERIFIABLE, CONVINCING, CANDID AND IMPARTIAL MANNER."**

***THIS IS JERRY ZERG'S ROLE ————— THIS IS JERRY ZERG'S GOAL.***

## PARTIAL LIST OF JERRY ZERG'S FORENSIC CLIENTELE

- ☆ ALSCHULER, GROSSMAN ET AL.
- ☆ ANDERSON, McPHARLIN & CONNERS
- ☆ ARTEGA & GARCIA
- ☆ AULT DAVIS & SCHONFELD
- ☆ AVILA, CARLSON & PEROS
- ☆ AZIMI & NATHAN
- ☆ BAKER, ORING & INFERRERA
- ☆ BARBER & BORG LLC
- ☆ BARRINGTON, FOXX ET AL.
- ☆ BARRY BARTHOLOMEW & ASSOC.
- ☆ BARTMAN, BILL
- ☆ BARTSCH & WEBB
- ☆ BASKIN, SERVER ET AL.
- ☆ BENDER & GRITZ
- ☆ BERG & BERG
- ☆ BEST, BEST & KREIGER
- ☆ BONNE, BRIDGES, MUELLER ET AL
- ☆ BORTON, PETRINI & CONRON
- ☆ BREIDENBACH, BUCKLEY ET AL.
- ☆ BROBECK, PHLEGLER, & HARRISON
- ☆ BROWN & PEAL, LLP
- ☆ BRUGGEMAN, SMITH & PECKHAM
- ☆ BRUMER, RUBIN & WESTON
- ☆ BUCHHALTER, NEMER ET AL.
- ☆ BURGLAND, JOHNSON & SOMMER
- ☆ CALENDO, PUCKETT, SHEEDY ET AL.
- ☆ CALIFORNIA DEPT OF JUSTICE
- ☆ CALLAHAN McCUNE & WILLIS
- ☆ CARTER, JASON
- ☆ CASTLE & ASSOCIATES
- ☆ CHAI, YOUNGER, COHN & STILES
- ☆ CITY ATTORNEY'S OFFICE
- ☆ CLINTON & CLINTON
- ☆ COLEMAN & WRIGHT
- ☆ COMMERCE LAW GROUP
- ☆ CONSTRUCTION EXPERT RESOURCES
- ☆ COOPER, KARDRARAS & SCHRAF
- ☆ COX, DIEDRE
- ☆ CREASON & AARVIG
- ☆ CRIMINAL DEFENSE GROUP
- ☆ CUTLIP & PALENCHOV LLP
- ☆ DACORSIL, PLACENDO & ROMSEY, P.C.
- ☆ DANIELS, BARETTA & FINE
- ☆ DANTON, TERESA A.
- ☆ D'CAPRIO, VITAL
- ☆ DRYDEN, MARGOLES, SCHIMANECK ET AL.
- ☆ DUMIT, BUCKHOLTZ & TRAPP
- ☆ EFFRES & BRYMAN
- ☆ ELLIS, RONALD D.
- ☆ EMERSON, COREY & BARSOTTI
- ☆ ETHEL LAW FIRM
- ☆ FEINMAN & TUCKER
- ☆ FELDMAN, STEPHEN M.
- ☆ FIELDS, ISRAEL & BINNING
- ☆ FINK, ROBERT S.
- ☆ FINNEGAN & VIBA
- ☆ FORD, WALKER, HAGGERTY & BEHAR
- ☆ FRANK, DAVID
- ☆ FREUND, STEVEN A.
- ☆ FRIEDMAN, DOUGLAS
- ☆ FRISENDA, QUINTON & NICHOLSON
- ☆ FUCHS, SANDOR
- ☆ GALLION WILCOX WELKER ET AL
- ☆ GANTZ, CLAYTON
- ☆ GAYLE, NEUSTADT & BERRIZ
- ☆ GILBERT, KELLY, CROWLEY & JENNETT
- ☆ GILMORE, WILLIAM
- ☆ GOODFRIED, KENNETH
- ☆ GERALD E. LENNON & ASSOC.
- ☆ GLICKMAN & GLICKMAN
- ☆ GOATES & PICKUT
- ☆ GOLDSTEIN, HOWARD
- ☆ GOODMAN, MICHAEL
- ☆ GORDAN & REES
- ☆ GRADE, GENSON, COSGROVE & SOHRM
- ☆ GRAHAM & ASSOCIATES
- ☆ GRANADOS, RAUL
- ☆ GREENBERG AND PARISH
- ☆ HANGER, LEVINE & STEINBERG
- ☆ HAHN & HAHN
- ☆ HAIGHT, BROWN & BONESTEEL
- ☆ HANGER, LEVINE & STEINBERG
- ☆ HANSSLER, SCOTT W.
- ☆ HARDIMAN & CARROLL
- ☆ HARRINGTON, FOXX ET AL.
- ☆ HENNESS & HAIGHT
- ☆ HERZOG, IAN
- ☆ HERZOG, JONATHON
- ☆ HILDEBRAND McLEOD & NELSON
- ☆ HILL, FARRAR & BURRILL
- ☆ HOLLAND & KNIGHT
- ☆ HOMAN & STONE
- ☆ HOUSER, WILLIAM
- ☆ HUGH DUFF ROBERTSON
- ☆ HURON LAW GROUP
- ☆ INMAN, STEINBERG, NYE & STONE
- ☆ INSUL, ALAN
- ☆ JACKSON & WALLACE LLP
- ☆ JACOBSON, WHITE, DIAMOND ET AL.
- ☆ JANNOL, HENRY
- ☆ JANOFF, KARPEL & COWAN
- ☆ JEFFERY S. POP & ASSOCIATES
- ☆ JON DOUGLAS COMPANY
- ☆ JONES, SKELTON & HOCHULL
- ☆ KAPLAN, KENEGOS & KADIN
- ☆ KENNY & SNOWDEN
- ☆ KINKLE, RODIGER & SPRIGGS
- ☆ KOPPEL, RICHARD J.
- ☆ KRELL, SEF
- ☆ LALLANDE, LAWRENCE
- ☆ LAUGHLIN, FALBO, LEVY & MORESI
- ☆ LEONARDO, MARK J.
- ☆ LEVIN & HOFFMANN LLP
- ☆ LEVINSON ARSHONSKY & KURTZ
- ☆ LEWIS, D'AMATO, BRISBOIS ET AL.
- ☆ LINER, YANKELEVITZ ET AL.
- ☆ LONG BEACH CITY ATTORNEY OFF.
- ☆ LOS ANGELES CITY ATTORNEY OFF.
- ☆ LOWENTHAL, HILLSHAFFER & ROSEN
- ☆ MAGANA, CATHCART & MCCARTHY
- ☆ MAINOR EGGLETT COTTLE
- ☆ MALLORY & ASSOCIATES
- ☆ MANUWAL & MANUWAL
- ☆ MATTHEW BIREN & ASSOCIATES
- ☆ MAYALL, HURLEY, KNUTSEN ET AL.
- ☆ MCCORMICK, SIEPLER & BAKER
- ☆ McCUNE & HARBER
- ☆ McDERMOTT, WILL & EMDRY
- ☆ Mc GIVGIVNEY & KLUGER PC
- ☆ McNALLY & BHAVSAR
- ☆ McNULTY LAW FIRM
- ☆ MEDEARIS & GRIMM
- ☆ MORRIS, POLICY & PURDY
- ☆ MORTENSON & RAFIE, LLP
- ☆ MULLEN & HENZELL,
- ☆ MURCHISON & CUMMING
- ☆ NAGLER & ASSOCIATES
- ☆ NEEDHAM, DAVIS, KINWAN ET AL.
- ☆ NEIL NEWSON & ASSOCIATES
- ☆ NEMECEK & COLE
- ☆ NORTON, REINO & AINBINDER
- ☆ OBEREITER, RICHARD
- ☆ O'FLAHERTY & BELGUM
- ☆ OROZCO & OROZCO
- ☆ OWEN PATTERSON & OWEN
- ☆ PARSONS BEHLE & LATIMER
- ☆ PERONA, LANGER, BECK ET AL.
- ☆ PETERSON, OLIVER & POLL
- ☆ PFIESTER & RUSSO
- ☆ P.K. SCHRIEFFER LLP
- ☆ PODRACKY, MATTHEW
- ☆ PORTON SCHMIDT ET AL.
- ☆ PRINDLE, DECKER & AMARO
- ☆ QUINLIVAN WEXLER LLP
- ☆ RANDE SOUTH & GARDNER
- ☆ REGAN & BRAUN
- ☆ RING, LAURENCE
- ☆ ROBINS, KAPLAN, MILLER & CIRESI
- ☆ ROBBINS III, CLAY
- ☆ ROBINSON, DI LANDO & WHITAKER
- ☆ ROGERS & SHADEK
- ☆ RUBIN & RAHE
- ☆ RUTAN & TUCKER
- ☆ SALINAS, ARTURO
- ☆ SAMUELSON, GONZALEZ ET AL.
- ☆ SANDALL & PENROSE
- ☆ SCHURMER & DRONE
- ☆ SELMAN BREITMAN
- ☆ SELVIN & WEINER & WEINBERGER
- ☆ SHEPPARD, MULLIN, RICHTER & HAMPTON
- ☆ SHERWOOD AND HARDGROVE
- ☆ SIMKE, CHODOS, SILBERSTEIN
- ☆ SIMON, KESNER & FRIEDMAN, INC.
- ☆ SMITH & PECKHAM
- ☆ SOMERS & SOMERS LLP
- ☆ SPIERER, WOODWARD, ET AL.
- ☆ SPRAY, GOULD & BOWERS
- ☆ STAITMAN, SNYDER & TANNENBAUM
- ☆ STEEFEL, LEVITT & WEISS
- ☆ STEVENS, KRAMER, AVERBUCK ET AL.
- ☆ STOCKDALE, PECKHAM & WERNER
- ☆ STOLLER, MICHAEL T.
- ☆ STOLPMAN, KRISMAN ET AL.
- ☆ STONE & HILES
- ☆ STRASSBURG GILMORE & WEI LLP
- ☆ STUTZ ARTIANO SHINOFF & HOLTZ
- ☆ TROPE & TROPE
- ☆ TUVERSON & HILLYARD
- ☆ VAISBORT & ASSOCIATES, P.C.
- ☆ VAN PARYS, NICHOLAS
- ☆ VARGAS & VARGAS
- ☆ VEATCH, CARLSON, GROGAN ET AL.
- ☆ VERNON C. KROL INC.
- ☆ VOSS, SHERMAN ET AL.
- ☆ WAGNER, VAUGHAN & McLAUGHLIN
- ☆ WASSERMAN, COMDEN ET AL.
- ☆ WEIL & DRAGE, APC
- ☆ WENZEL & ASSOCIATES
- ☆ WERNER, THOMAS D.
- ☆ WESTLAW ROUND TABLE
- ☆ WESTON HERZOG LLP
- ☆ WILSON, ELSER ET AL.
- ☆ WILSON, KENNA & BORYS
- ☆ ZURAWSKI & HALOS

THROUGHOUT THE UNITED STATES FROM 1981 TO 2014

# UNITED DESIGN ASSOCIATES, INC.

## EXPERT WITNESS/CONSULTANT COMPENSATION, CHARGES & CONDITIONS

*Services rendered include all time spent on behalf of the Client by the Expert/Consultant, the Professional Staff Assistants, Staff Assistants and Secretary, as determined by Jerry Zerg. These services include (but are not limited to) reading, reviewing, analyzing and organizing documents; Preparation of exhibits and demonstrative aids; Preparing for and attending conferences, consultations, meetings; Conducting research, site visits, inspections, investigations, testing, and the documentation of our findings; Preparing, writing and making reports, correspondence, emails and telephone conferences; Preparation for and consultation time at depositions, testimony at trial, hearings, arbitration, mediation or other venues and portal-to-portal travel and waiting time.*

*Hourly billing time is calculated to the nearest tenth of an hour. Services will be descriptively itemized as to date, activity, billable time and rate on an itemized time sheet accompanying our invoices for charges. Hourly estimates for services will be quoted, upon request. **Pre-agreement preliminary reviews and interviews are not charged.***

<b>JERRY ZERG, *</b> AIA EMERITUS NCARB ASLA ASSE ASID IIDA RDI NCIHQ IES CSI CCI CCPM ICC	
Expert Witness and Consultant Services	\$350/hour
Deposition, Arbitration, Mediation and Trial testimony ( <b>Three [3] hour minimum</b> )	\$450/hour

**STAFF ASSISTANTS**

Professional Staff Assistant	\$175/hour
Staff Assistant	\$95/hour
Secretarial	\$50/hour

**REIMBURSABLE EXPENSES**

Out-of-pocket travel, transportation, lodging, photographs, postage and parking	At Cost
Out-of-pocket presentation materials	Cost + 10%
Client approved outside consulting and testing services	Cost + 15%
Mileage by automobile	75¢ per mile

*A reimbursable expense greater than \$100.00, will require prior Client Approval*

**MINIMUM RETAINER: \$3,500.00.** See Retention Agreement, ¶5.3 to ¶5.5 for retainer conditions.

*AIA	AMERICAN INSTITUTE OF ARCHITECTS	NCARB	NATIONAL COUNCIL OF ARCHITECTS REG. BOARD
ASLA	AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS	ASSE	AMERICAN SOCIETY OF SAFETY ENGINEERS
ASID	AMERICAN SOCIETY OF INTERIOR DESIGNERS	IIDA	INTERNATIONAL INTERIOR DESIGN ASSOCIATION
RDI	RETAIL DESIGN INSTITUTE	NCIDQ	NAT'L COUNSEL INTERIOR DESIGN QUALIFICATION
IES	ILLUMINATING ENGINEERS SOCIETY	CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE
CCI	CERTIFIED CONSTRUCTION INSPECTOR	CCPM	CERTIFIED CONSTRUCTION PROJECT MANAGER
		ICC	INTERNATIONAL CODE COUNCIL

**Please make payments to United Design Associates, Inc. Taxpayer ID #95-2536798**

**PLEASE INITIAL WHEN SIGNING**  
**RETENTION AGREEMENT \_\_\_\_\_ DATE \_\_\_\_\_**



**UNITED DESIGN ASSOCIATES, INC.  
EXPERT WITNESS/CONSULTANT  
RETENTION AGREEMENT**

**1. PARTIES:** This Agreement is between: **United Design Associates, Inc., (UDA)** represented by Expert, Jerry Zerg  
And the Law Firm of: \_\_\_\_\_ **UDA's Client**

Please type or print

**Represented by Attorney:** \_\_\_\_\_ **Esq.**

Please type or print

**1.1.** The Client agrees to engage the Expert as a:

**Testifying Expert** (*one who is expected to testify at deposition and trial under oath and/or is designated as such by the Client*).

**Consulting Expert** (*one who is expected to render opinions only to Client orally or written*).

**1.2.** The Client represents a  Pre-Case Matter  Plaintiff  Defendant  X-Complainant  X-Defendant

**1.3.**  Other \_\_\_\_\_

**1.4.** The name of the case/matter is:

\_\_\_\_\_ V \_\_\_\_\_

**1.5.** The Principal Individuals and their roles in this Case/Matter are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**2. THE ASSIGNMENT:** The major tasks assigned to the Expert by the Client: \_\_\_\_\_

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.1 THE SIGNIFICANT CASE/MATTER DATES ARE:** \_\_\_\_\_

\_\_\_\_\_

**2.2 SPECIAL INSTRUCTIONS:** \_\_\_\_\_

\_\_\_\_\_

**3. RETENTION:** The parties agree that UDA will only become retained by the Client once this Agreement has been mutually executed and the Client has paid UDA the retainer as specified in ¶5.3. UDA has no duties or obligations to the Client until the above conditions are properly executed.

**4. EXPERT'S FEES AND EXPENSES:** The parties agree that the fees and the time the Expert and the Expert's Staff Assistants spend on the subject case/matter will be compensated at the rates, reimbursable expenses and conditions listed on the accompanying **UDA Expert Witness/Consultant Compensation,Charges and Conditions.** Please initial acceptance of UDA's Compensation,Charges and Conditions.

**5. TERMS OF PAYMENT AND RETAINER:**

- 5.1 UDA invoices are for tasks that have been completed and for reimbursable expenses that have been funded by UDA, UDA invoices are due upon receipt by Client. Prompt payments are the sole responsibility of the Client (the retaining attorney and/or the Law Firm), irrespective of the ultimate outcome of this Matter or the ultimate opinions and testimony of the Expert. Overdue accounts, which are 30 days after the date of the invoice, shall accrue interest at the rate of 1½% per month, prorated and compounded, and may void this Agreement, terminating all consultation and accelerating the demand for immediate payment of any remaining unpaid balance owed by the Client to UDA.
- 5.2 Before Expert signs or releases a written report, gets deposed or testifies in court, all outstanding UDA charges must be paid. Expert or UDA are under no contractual obligation to sign a report or provide opinions on the subject case/matter until UDA charges to date have been paid in full.
- 5.3 The minimum amount of the retainer is \$3,500.00. The actual amount will be determined when the scope of UDA services and expenses, if requested, are estimated by UDA and mutually agreed upon by both parties prior to the execution of this Agreement.
- 5.4 The retainer for a Testifying Expert is the minimum fee due UDA and is earned upon receipt. Upon completion or termination of UDA's services, if all of UDA's charges on this case/matter exceed the amount of the retainer, whether invoiced or not, and have been paid in full, UDA will immediately refund the amount of the retainer. If there is an unpaid balance in the Client's account, whether invoiced or not, UDA will apply the amount of the retainer against the unpaid amount. If the Retainer amount is greater than the unpaid amount, UDA will immediately refund the difference. If the amount of the retainer does not cover the unpaid balance, than the difference, if any, will be immediately due and payable to UDA by the Client.
- 5.5 The retainer for a Consulting Expert is treated as a security deposit. Upon completion or termination of UDA services, if all of UDA charges on this case/matter, whether invoiced or not, have been paid in full, than UDA will immediately refund the retainer amount. If there is an unpaid balance in the Client's account, whether invoiced or not, UDA will apply the amount of the retainer against the unpaid amount. If the retainer is greater than the unpaid amount, UDA will immediately refund the difference. During the course of the Consulting Expert's services, if the Client changes the designation of the Expert to a Testifying Expert, the retainer will be treated as a Testifying Expert's retainer.

**6. FEES FOR LATE NOTICE CANCELLATION OR RESCHEDULING OF MUTUALLY AGREED UPON COMMITMENTS:** Client understands that UDA may suffer damages from late notice cancellation or rescheduling of meetings, site visits, depositions and/or Court testimony. Since the precise amount would be difficult to determine, UDA may charge a cancellation and rescheduling fee for the amount of time Expert was asked to reserve for services, testifying at hearings, depositions, trial or other venues and for out-of-pocket expenses. Late notice is any notice less than 24 hours prior to the commitment. The fee will not exceed 50% of the applicable rate and the full amount of out-of-pocket expenses.

**7. TERMINATION:** This contract can be terminated upon written notice by either party at any time. In the event of termination by either party, the Client is responsible for all charges owed to UDA at the time the termination notice is received by UDA, less any refundable retainer amounts, if applicable.

**8. DOCUMENT/EVIDENCE RETENTION:** UDA shall have no duty to retain any documents, reports, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter for more than thirty (30) days following the conclusion of UDA's services or the termination by either party. UDA shall return (at Client's expense) the above documentation to Client if a written request is received by UDA within thirty (30) days following conclusion or termination of Expert's services.

**9. DISPUTES:** Any unresolved disputes arising out of this Agreement shall be settled in accordance with the binding arbitration rules of the Business Consumer Alliance. The cost of the arbitration and any court action related thereto, including attorney's fees, will be borne by the losing party. The winning party will be entitled to enforce a lien against the losing party to secure payment, if due, under this Agreement. Venue for any dispute shall be in the County of Los Angeles.

*UDA affirms that there is no known conflict-of-interest between the Expert and the parties. The Expert's services will be performed punctually, proficiently and consistent with the highest professional forensic standards.*

**Accepted on behalf of the Client:**

**Accepted on behalf of the UDA:**

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
Jerry Zerg

\_\_\_\_\_  
PLEASE SIGN NAME

\_\_\_\_\_  
President

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# PROFESSIONAL SERVICES, PROJECTS AND PRODUCTS



# UNITED DESIGN ASSOCIATES, INC. SINCE 1959

## PROPERTY AND SITE DEVELOPMENT

Best Use of Land Options Topography Mapping Feasibility Studies Construction Budgets Development Plans Occupancy Studies Building Inspections Cost Estimating Project Management	Parking & Traffic Studies Site Planning Analysis Soil Reports & Testing Health & Safety Codes Boundary Line Surveys Conditional Use Permits Contract Negotiation Variance Acquisitions Zoning Conformance
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## NEW AND REMODELING CONSTRUCTION

Custom Residences Room Additions Pergolas & Gazebos Site Improvements Water Features-Ponds Tenant Improvements Commercial Buildings Manufacturing Facilities Storage & Warehousing	Grading & Excavations Concrete Foundations Earthquake Retrofitting Framing, Stucco & Drywall Stairways & Flooring Windows, Skylights, Doors Raised & Coffered Ceilings Kitchens & Bathrooms Garages & Carports
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## EXPERT WITNESS AND FORENSIC SERVICES

Accident Reconstruction ADA & OSHA Compliance ANSI & Industry Standards Appraisals & Valuations Building Code Standards Compensation Standards Contract /Property Disputes Damages and Defects Errors and Omissions Liquidated Damages	Human Factors Slip & Fall Injury Dangerous Conditions Standards of Care Title 24 Compliance Warranties & Guarantees Negligence & Incompetence Product & Equip Liability Failure Analysis Scope of Loss
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## ARCHITECTURE AND ENGINEERING

Homes and Lodges Condominiums & Apartments Offices & Work Stations Hotels & Motels Stores & Showrooms Restaurants & Markets Churches & Synagogues Financial Institutions	Medical Facilities Schools & Auditoriums Theatres & Lobbies Gyms & Exercise Rooms Factories & Warehousing Historic Preservation Safety Engineering Lighting Engineering Structural Engineering
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## LANDSCAPING AND SITE IMPROVEMENTS

Arboriculture & Trees Decks and Patios Drainage Systems Erosion & Flood Control Flower & Rock Gardens Fountains & Statuary Pergolas & Gazebos Hillside Slippage Outdoor Lighting	Hydro Seeding & Sod Disease Control Irrigation Systems Playground Equipment Root Control Plants and Shrubs Water Conservation Water & Pond Features Soil Amendments
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## INTERIOR DESIGN AND FURNISHINGS

Space Planning Color Coordination Lighting Systems Rugs & Floor Coverings Moldings & Millwork Wall Coverings Window Treatments Custom Cabinetry Antique Furniture Art & Accessories	Residential Interiors Kitchens & Bathrooms Outdoor Furnishings Office Environments Store Planning/Fixtures Hospitality Interiors Restaurant Design Medical Facilities Institution Environments Aircraft & Ship Interiors
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529 NORTH HIGHLAND AVENUE, LOS ANGELES, CALIFORNIA 90036  
(323) 938-2441 - FAX: (323) 938-9338 - ANEXPERT4U.COM - [JERRY@UDA-WEB.COM](mailto:JERRY@UDA-WEB.COM)

ARCHITECTS • INTERIOR DESIGNERS • LANDSCAPE ARCHITECTS • LIGHTING ENGINEERS  
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