

# LATIN AMERICAN PLAINTIFFS' SERVICES, LLC

## CONSULTANT AGREEMENT

THIS AGREEMENT is made between ("Client") \_\_\_\_\_ and Latin American Plaintiffs' Services, LLC, (a Florida Corporation) referred to as the "Consultant", an independent contractor, located at 9695 Pandanus Way, Boynton Beach, Florida 33436.

In consideration of the mutual covenants and promises contained in this Agreement, the Client and the Consultant agree as follows:

**Section 1. Description of Work.** The services provided by the Consultant shall be provided on an as-needed basis. The Client shall have the sole discretion to establish the minimum qualifications necessary for the performance of any service rendered by the Consultant under this Agreement.

The Consultant will perform consulting, advisory, and verbal translation services as may be requested by the client, including but not limited to:

- A. Establishing attorney-client relationship under the direction of Client.
- B. Locating clients and/or statutory survivors in the United States, Central and South America.
- C. Traveling to and meeting with any client, survivor or witness.
- D. Obtaining executed contracts and/or other documents.
- E. Assisting in the discovery process following the filing of a lawsuit.
- F. Arranging and assisting with both the logistics and taking of depositions in Central and South America.
- G. Locating and obtaining the services of other needed consultants such as videographers and official translators for depositions, etc.
- H. Assisting structured settlement brokers with the establishment of bank accounts in Central and South America for the receipt of payments.
- I. Assist the Client with any other plaintiff-related services in keeping with the ethical practice of law.

**Section 2. Term of Employment.** This Agreement will become effective on the date consummated and will continue until the Client terminates in writing and pays all outstanding invoices submitted by the Consultant. The parties to this Contract agree that all days within this Agreement are considered calendar days.

**Section 3. Compensation.**

3.1 The Client shall compensate the Consultant as follows: The Client shall pay the Consultant an initial retainer fee of Three Thousand Dollars (\$3,000.00). The retainer fee shall be used as a deposit with the Consultant who after the conclusion of services rendered shall be

credited to the payment of the final invoice. If the Client lists the Consultant as an expert in any

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legal proceedings but does not use the services of the Consultant, the Client agrees to pay the Consultant the retainer amount. The parties herein agree that payment of the retainer consummates the contracts, terms and conditions with or without signatures.

3.2 The Client shall pay the Consultant an hourly rate of One Hundred and Twenty-Five Dollars per hour (\$125.00/hr) to perform consulting and advisory services as described above in Section 1. Travel time will be compensated at the rate of Seventy-Five Dollars per hour (\$75.00/hr).

3.3 The Client shall compensate the Consultant for all actual expenses incurred by the Consultant directly related to the performance of services under this Agreement and shall include, but not be limited to: Photography, duplication, copying or the obtaining of documents, long distance phone calls, vehicle rental and business class air travel, actual hotel accommodations and meals.

3.4 The Client shall pay the Consultant within ten (10) days of invoice billing which shall be done on a monthly basis. If payment is not received within ten (10) days of the due period, then such payment shall bear simple interest at the rate of twelve percent (12%), beginning with the eleventh (11) day following the date the payment became delinquent, and ending when the amount due has been completely paid. The parties agree to accept transmission of invoices and payment of invoices by regular U.S. Mail.

3.5 If Consultant is not paid the sum due within ten days (10) of the due date, then Consultant may stop work without necessity of notice to Client. The Client agrees to pay the Consultant for his time and any cost in the collection of or dispute of any outstanding amounts and or other issues. The Client agrees to waive any defense to disputed charges if not provided in writing and sent by Certified Mail or other traceable means within thirty (30) days from the time Consultant bills for such services.

3.6 The Client agrees to abide by the Terms and Conditions as set forth in this Consultant Agreement for any other actions that shall require the services of the Consultant.

Section 4. **Place of Work.** The Consultants services will be rendered largely at 9695 Pandanus Way, Boynton Beach, Florida 33436. The Consultant will, on request of the Client, travel to any other location as needed.

Section 5. **Status of Consultant.** This Agreement calls for the performance of services of the Consultant as an independent contractor and the Consultant will not be considered an employee of the Client for any purpose whatsoever.

Section 6. **Time Devoted to Work.** The Consultant will have complete control over the manner and disposition of the services provided and the time spent in the performance of services. The Client will rely upon the experience and discretion of the Consultant to devote sufficient time and energy necessary to fulfill the spirit and purpose of this Agreement.

Section 7. **Confidentiality.** The Consultant agrees that all knowledge and information

that the Consultant may receive from the Client in any form whatsoever shall for all time and for

all purpose be regarded by the Consultant as strictly confidential and held by the consultant in confidence and solely for the Client's benefit and use.

**Section 8. Termination of Agreement.**

8.1 Either party may terminate this Agreement at any time by giving written notice to the other party.

8.2 Upon termination of this Agreement, the Consultant shall return to the Client, if requested: All written information or other documents the Client may have provided. The Consultant shall retain all documentation generated by this Agreement for a minimum of ninety (90) days following such termination after which all documentation may be disposed of at Consultants discretion. Client agrees to pay for all costs associated with duplication of documents for the Client or their agents and reimburse the Consultant for his time and cost prior to receipt of the documents requested.

**Section 9. Effect of Partial Invalidity.** The parties to this contract agree that invalidity of any portion of this Agreement, whether Sections and/or Sub-sections or parts, shall not affect the validity of any other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

**Section 10. Entire Agreement.** This Agreement contains the complete Agreement between the parties and shall supersede all other agreements, either oral or written, between the parties. The parties stipulate that neither of them has made any representation except as are specifically set forth in this Agreement and each of the parties acknowledges that they have relied on their own judgment in entering into this Agreement.

**Section 11. Assignment.** Neither party to this Agreement may assign their rights under this Agreement unless the other party so consents to the assignment in writing.

**Section 12. Notices.** All notices, request, demands and other communication shall be written and shall be sent by Registered or Certified Mail with return receipt, or by courier, or hand delivered to the addresses shown in this Agreement, or to such subsequent addresses as the parties shall so designate in writing.

**Section 13. Mediation.** Any controversy or claim arising out of this Agreement, or breach of this Agreement shall first attempt to be settled by the process of Mediation.

**Section 14.**

14.1 If any action of law or inequity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court in the same action.

14.2 The Client agrees to limit the Consultants total monetary liability to the Client in any action for damages to less than thirty (30%) percent of the total aggregate compensation received from the Client.

**Section 15. Amendment.** Any modification, amendment or change of this Agreement

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will be effective only if it is in writing signed by both parties.

Section 16. **Governing Law.** This Agreement, and all transactions contemplated by this Agreement, shall be governed by, construed and enforced in accordance with the law of the State of Florida. Both parties agree the venue shall be in the county where the Consultant resides.

Section 17. **Headings.** The titles to the aforementioned paragraphs of this Agreement are solely for the convenience of the parties and shall not affect in anyway the meaning of the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CONSULTANT:

CLIENT:

\_\_\_\_\_  
EMILIO DIAMANTIS

\_\_\_\_\_  
Print name of client

\_\_\_\_\_  
Signature