

**RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 22-044
ADOPTED ON APRIL 21, 2022 TO PROVIDE FOR ADDITIONAL PROFESSIONAL
SERVICES WITH CALCAGNI KANEFISKY LLP AS SPECIAL LEGAL COUNSEL**

MOTIONED BY: Velazquez

SECONDED BY: Gardiner

**BE IT RESOLVED BY THE NORTH HUDSON SEWERAGE AUTHORITY AS
FOLLOWS:**

Section 1. Resolution No. 22-044 adopted on April 21, 2022 is hereby amended, supplemented and restated in its entirety to read as follows:

WHEREAS, The North Hudson Sewerage Authority (the "Authority") is a public body, duly formed under the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946, of the State of New Jersey, as amended and supplemented (N.J.S.A. 40:14A-1 et seq.) and possesses the powers set forth therein;

WHEREAS, the Authority has a need to engage the services of special legal counsel to assist the Authority investigate a personnel matter as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 ("Special Legal Counsel - Investigation");

WHEREAS, Ralph Marra, Esq. of Calcagni Kanefsky LLP, Newark, New Jersey provides such Special Legal Counsel - Investigation services, as further detailed in its proposed Agreement for Representation set forth in Appendix A hereto;

WHEREAS, the anticipated term of the Special Legal Counsel - Investigation contract is for a period not to exceed one year and the approximate value is an amount not to exceed \$75,000, which term and amount may be amended if necessary with the approval of the Authority;

WHEREAS, the Authority has a need to engage the services of special legal counsel to assist the Authority with transactional employment matters as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 ("Special Legal Counsel - Employment");

WHEREAS, Lauren M. Paxton, Esq. of Calcagni Kanefsky LLP, Newark, New Jersey provides such Special Legal Counsel - Employment services, as further detailed in its proposed Agreement for Representation set forth in Appendix B hereto;

WHEREAS, the anticipated term of the Special Counsel - Employment contract is for a period not to exceed one year and the approximate value is an amount not to exceed \$75,000, which term and amount may be amended if necessary with the approval of the Authority;

WHEREAS, Calcagni Kanefsky LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Calcagni Kanefsky LLP has not made any reportable contributions to a political or candidate committee in the City of Hoboken, the City of Union City, the Township of Weehawken, or the Town of West New York in the previous one year, and that the contract will prohibit Calcagni Kanefsky LLP from making any reportable contributions though the term of each contract; and

WHEREAS, the Chief Financial Officer has certified that funding is available through the Authority's annual budget.

NOW THEREFORE, BE IT RESOLVED BY THE AUTHORITY AS FOLLOWS:

Section 1. The Authority hereby appoints Calcagni Kanefsky LLP of Newark, New Jersey to serve as Special Legal Counsel - Investigation to the Authority and approves the terms detailed in the Agreement for Representation set forth in Appendix A hereto.

Section 2. The Authority hereby appoints Calcagni Kanefsky LLP of Newark, New Jersey to serve as Special Legal Counsel - Employment to the Authority and approves the terms detailed in the Agreement for Representation set forth in Appendix B hereto.

Section 3. The Authority hereby ratifies and reaffirms the Executive Director's execution and delivery of each of the Agreements for Representation on behalf of the Authority.

Section 4. A copy of the Business Entity Disclosure Certification of Calcagni Kanefsky LLP shall be placed on file with this resolution.

Section 5. This resolution shall take effect immediately.

DATED: JUNE 16, 2022

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Kappock			x
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez	x		
Commissioner Barrera	x		
Commissioner Zucconi			x
Commissioner Assadourian	x		

THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON JUNE 16, 2022.



SECRETARY

March 21, 2022

Via Email

North Hudson Sewerage Authority
1600 Adams Street
Hoboken, NJ 07030
Attn: Dr. Richard Wolff, Executive Director

RE: Agreement for Representation of North Hudson Sewerage Authority

Dear Dr. Wolff:

This letter shall serve as the agreement (“Agreement”) between Calcagni & Kanefsky, LLP (the “Firm”), and the North Hudson Sewerage Authority (the “Client”), with regard to the Firm’s representation of Client, as more particularly described herein.

Scope of Services. The Firm agrees to undertake for the Client an investigation into a threatening communication received by one of the Client’s employees. This Agreement is limited to representing Client with respect to this matter only. Any material expansion of the scope of the Firm’s representation must be confirmed in writing by the Firm and Client.

Billing. The Firm’s billing practices include the maintenance of a detailed record of the time spent on matters by each professional. Each attorney has a specified hourly billing rate. The hourly billing rates for services provided to Client pursuant to this Agreement are as follows:

<u>Staff</u>	<u>Hourly Rate</u>
Senior Partners / Senior Counsel	\$550
Partners / Counsel	\$450
Associates	\$325
Paralegals	\$150

Retainer. Client agrees to pay an initial retainer of \$5,000. Please pay by check to:

Calcagni & Kanefsky, LLP
One Newark Center
1085 Raymond Blvd., 14th Floor
Newark, NJ 07102

Or pay by wire transfer to the following account:

Account Name: Calcagni & Kanefsky, LLP
Account Number: 3084924517
ABA Number: 121000248
Bank: Wells Fargo Bank, NA

Any hourly billings will be billed against the retainer. Should the hourly billings at the completion of the Firm's representation of Client be less than the retainer, the balance of the retainer will be returned to the Client. Should the hourly billings at any time exceed the retainer, the Firm and the Client shall agree upon an additional retainer amount to complete the Firm's representation of Client.

Expenses. It is often most efficient for the Firm to advance out-of-pocket costs for various expenses (e.g., travel, copying costs, electronic research, telephone charges and similar expenses). These expenses will be charged as disbursements by the Firm in the regular billing process. Where such expenses are substantial, however, the Firm may send invoices for direct payment. All expenses billed will be at cost without mark-up or add-ons. Electronic research is billed at a monthly standard fee of \$300.

Payment. The Firm will issue monthly statements for its hourly fees and costs for services provided. Payment will be due no later than 30 days after the date of the Firm's statement.

Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter, or the total amount of fees and expenses that may be incurred. If any estimates or budgets are provided by the Firm, such estimates or budgets may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, the Firm's estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

Fees Not Contingent. Unless otherwise specifically agreed in writing, the Firm's fees are not contingent upon the outcome or completion of the matter.

Delinquent Accounts. If any of the Firm's statements remain unpaid, the Firm may, consistent with its ethical obligations, cease performing services until arrangements satisfactory to the Firm have been made for payment of arrearages and prospective future fees.

Cooperation. Client must fully cooperate with the Firm. Without limitation, this means that Client must inform the Firm of any material information (or change in such material information) that may arise during the Firm's representation.

Nonpublic Client Information. In the course of providing legal services and advice, the Firm may receive nonpublic information from Client. All nonpublic information that the Firm receives from Client will be held in confidence, except as agreed to by Client, as necessary to carry out the representation, or as required under applicable law. In order to guard the Client's nonpublic

information, the Firm maintains safeguards that comply with the Firm's professional standards and obligations.

Client should be aware, however, that electronic communications, such as e-mail, have an inherent risk of third-party access. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party (or may not be delivered to each of the parties to whom they are directed), the Firm cannot guarantee or warrant that e-mails will be properly delivered and read only by the addressee. Therefore, the Firm specifically disclaims (and Client explicitly waives) any liability or responsibility whatsoever for interception or unintentional disclosure of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by or to the Firm in connection with the services provided under this Agreement. If Client requires the use of a specific communication format (e.g., encrypted e-mail), Client must so advise the Firm. If Client does not so advise the Firm, the Firm will generally use unencrypted e-mails in its communications with Client.

Document Retention and Destruction of Client Materials. In the course of the Firm's representation of Client, the Firm is likely to come into possession of documents or other materials belonging to Client or otherwise constituting the Client's records. This may include correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to the Firm's representation of Client (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, the Firm will make arrangements either to return the Client Materials to Client, retain them in our storage facilities, or, subject to Client's approval, dispose of them. If Client does not request their return, and in the absence of any other specific arrangements or legal requirements to the contrary, Client agrees that the Firm may (but is not required to) dispose of those Client Materials and the Firm will be relieved of any responsibility to Client with respect to them. If the Firm concludes that it would be inappropriate or impermissible to destroy all or any portion of Client Materials, Client agrees that the Firm may return or deliver the Client Materials to Client at Client's last known address, and the Firm will be relieved of any responsibility with respect to them. The Firm may retain copies of such Client Materials if the Firm chooses.

Conflicts of Interest. At the present time, there do not appear to be any conflicts of interest relating to the Firm's representation of Client in this matter. Should a conflict arise in the Firm's representation of Client in this matter, however, the Firm reserves the right to seek appropriate conflict waivers and/or to withdraw as counsel pursuant to the Rules of Professional Conduct.

Disclaimer of Guarantee. Although the Firm may offer an opinion about possible results regarding the subject matter of this Agreement, the Firm cannot guarantee any particular result. Client acknowledges that the Firm has made no promises about the outcome of this matter and that any opinion that may be offered by the Firm in the future is not a guarantee.

Arbitration of Disputes Between Client and Firm

Fee Disputes. In the event of a dispute regarding fees and/or costs, the Client agrees to submit such dispute to the appropriate District Fee Arbitration Committee established pursuant to Rule 1:20A of the New Jersey Rules of Court at Client's discretion, or within 10 days of the Firm's

request, whichever is earlier. Should the District Fee Arbitration Committee refuse to accept jurisdiction of such a dispute for any reason, that dispute shall be resolved pursuant to the procedures described in the "Other Disputes" section of this Agreement.

Other Disputes. In the event of a dispute regarding a matter other than fees and/or costs (including any dispute relating to the Firm's services) and/or involving a fee dispute over which the District Fee Arbitration Committee declined jurisdiction, the matter shall be submitted to binding arbitration. The arbitration shall be conducted pursuant to the Commercial Rules of the American Arbitration Association in effect as of the date an arbitrator is selected. An arbitrator shall be chosen by consent of the parties or in accordance with N.J.S.A. 2A:24-5.

Waiver of Jury Trial & Judicial Proceedings. BY AGREEING TO ARBITRATE, CLIENT UNDERSTANDS THAT CLIENT IS GIVING UP CERTAIN RIGHTS RELATED TO BRINGING A CLAIM IN COURT BEFORE A JUDGE OR A JURY. CLIENT FURTHER ACKNOWLEDGES CLIENT'S UNDERSTANDING THAT SUCH ARBITRATION DOES NOT PROVIDE FOR FULL DISCOVERY, IS NOT SUBJECT TO FULL JUDICIAL REVIEW, AND MAY REQUIRE THE LOSING PARTY TO PAY THE COSTS AND FEES OF ARBITRATION.

PLEASE BE ADVISED THAT CLIENT HAS THE RIGHT TO CONSULT WITH INDEPENDENT COUNSEL BEFORE AGREEING TO THE DISPUTE RESOLUTION PROCEDURES PROVIDED FOR HEREIN.

Termination of Representation. Client can terminate the Firm's services at any time. If Client decides to terminate the Firm's services, Client will give the Firm prompt written notice of the termination. Upon termination, Client will remain obligated to pay for all services rendered and costs or expenses paid or incurred by the Firm on Client's behalf before the termination or which are reasonably necessary thereafter. If the Firm is counsel of record in any proceeding, Client agrees to promptly execute and return to the Firm a Substitution of Attorney form.

Firm can also withdraw from this representation at any time, except to the extent limited by applicable law or Rules of Professional Conduct. Some reasons for the Firm's withdrawal might include:

- Client's failure to honor the terms of this Agreement;
- Client insists upon conduct contrary to the Firm's advice on this matter or makes it unreasonably difficult for the Firm to carry out the representation of Client; or
- Facts or circumstances arise that, in the Firm's view, render continuing representation of Client unlawful or unethical.

Notwithstanding such withdrawal, Client will remain obligated to pay the Firm for all services provided and to reimburse the Firm for all costs and expenses paid or incurred on Client's behalf before the termination or which are reasonably necessary thereafter.

Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of New Jersey.

Very truly yours,



Ralph J. Marra, Senior Counsel
Calcagni & Kanefsky LLP

AGREED TO AND ACCEPTED
on behalf of North Hudson Sewerage Authority:

By: Richard J. Wolff Date: 3/22/22
Dr. Richard Wolff

May 25, 2022

VIA EMAIL RWOLFF@NHUDSONSA.COM

North Hudson Sewerage Authority
1600 Adams Street
Hoboken, N.J. 07030
Attn: Dr. Richard Wolff, Executive Director

Re: Agreement for Legal Representation – Employment Representation

Dear Mr. Wolff:

This letter shall serve as the agreement (“Agreement”) between Calcagni & Kanefsky LLP (the “Firm”) and the North Hudson Sewerage Authority (“you” or “Client”) with regard to the Firm’s counsel and representation of Client, as more particularly described herein.

Scope of Services. The Firm agrees to provide advice and counsel to the Client relative to employment matters. This Agreement is limited to representing Client with respect to this matter only. Any material expansion of the scope of the Firm’s representation, including by commencement or defense of litigation, must be confirmed in writing by the Firm and Client.

Fees/Billing. The Firm’s billing practices include the maintenance of a detailed record of the time spent on matters by each professional. Each attorney has a specified hourly billing rate. The primary attorney on this matter will be Lauren Paxton, Partner. Other attorneys and staff may also provide support on this matter to achieve efficiencies when appropriate. Our hourly billing rates on this matter will be as follows:

<u>Personnel</u>	<u>Hourly Rate</u>
Senior Partners	\$550.00
Partners/of Counsel	\$500.00
Counsel	\$400.00
Associates	\$350.00
Paralegals	\$150.00

Retainer. Client agrees to pay an initial retainer of \$5,000.00. Client may pay by credit card or wire transfer, as follows:

To pay by Credit Card: Complete the enclosed Credit Card Authorization and return it to dgiordano@ck-litigation.com, or contact Diana Giordano by telephone at (862) 208-1813.

To pay by Wire Transfer: Wire Instructions are as follows:

Account Name: Calcagni & Kanefsky, LLP

Account Number: 3084924517

ABA Number: 121000248

Bank: Wells Fargo Bank, NA

Any hourly billings will be billed against the retainer. Should the hourly billings at the completion of the Firm's representation of Client be less than the retainer, the balance of the retainer will be returned to Client. Should the hourly billings at any time exceed the retainer, the parties shall agree upon an additional retainer amount to complete the Firm's representation of Client. Client will pay invoices through credit card or wire directly to this Firm.

You are retaining this entire Firm for this matter. While one attorney may have primary responsibility, we reserve the right to assign others to the matter. Additionally, in order to reduce costs, we may, after providing you with notice, have certain legal services, such as document review and certain legal research, performed by contract attorneys.

Expenses. Expenses and disbursements will be billed to you in accordance with the attached Schedule. We do not mark up any expenses, and any out-of-pocket costs not listed on the Schedule will be billed at our cost. "Out-of-Pocket Costs" shall mean actual out-of-pocket costs incurred by the Firm (or third parties engaged by the Firm) in the course of the representation, including for expert witnesses, court reporters, filing fees, travel and meals, photocopying and the use of electronic databases.

Payment. The Firm will issue monthly statements for its hourly fees and costs for services provided. Payment will be due no later than 30 days after the date of the Firm's statement.

Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter, or the total amount of fees and expenses that may be incurred. If any estimates or budgets are provided by the Firm to Client, such estimates or budgets may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, the Firm's estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

Fees Not Contingent. Unless otherwise specifically agreed in writing, the Firm's fees are not contingent upon the outcome or completion of the matter.

Delinquent Accounts. If any of the Firm's statements remain unpaid, the Firm may, consistent with its ethical obligations, cease performing services until arrangements satisfactory to the Firm have been made for payment of arrearages and prospective future fees.

Cooperation. Client must fully cooperate with the Firm. Without limitation, this means that Client must inform the Firm of any material information (or change in such material information) that may arise during the Firm's representation of Client. In addition, should Client

have any “Outside Counsel Guidelines” or other procedures with which Client would like the Firm to comply, such guidelines should be provided to the Firm as soon as practicable. Unless agreed otherwise, in the event of any conflict between such guidelines and the terms of this Agreement, this Agreement shall govern.

Nonpublic Client Information. In the course of providing legal services and advice, the Firm may receive nonpublic information from Client. All nonpublic information that the Firm receives from Client will be held in confidence, except as agreed to by Client, as necessary to carry out the representation, or as required under applicable law. In order to guard the Client’s nonpublic information, the Firm maintains safeguards that comply with the Firm’s professional standards and obligations.

Client should be aware, however, that electronic communications, such as e-mail, have an inherent risk of third-party access. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party (or may not be delivered to each of the parties to whom they are directed), the Firm cannot guarantee or warrant that e-mails will be properly delivered and read only by the addressee. Therefore, the Firm specifically disclaims (and Client explicitly waives) any liability or responsibility whatsoever for interception or unintentional disclosure of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by or to the Firm in connection with the services provided under this Agreement. If Client requires the use of a specific communication format (e.g., encrypted e-mail), Client must so advise the Firm. If Client does not so advise the Firm, the Firm will generally use unencrypted e-mails in its communications with Client.

Document Retention and Destruction of Client Materials. In the course of the Firm’s representation of Client, the Firm is likely to come into possession of documents or other materials belonging to Client or otherwise constituting Client records. This may include correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to the Firm’s representation of Client (collectively, “Client Materials”). Once the particular matter to which those Client Materials relate has been concluded, the Firm will make arrangements either to return the Client Materials to Client, retain them in our storage facilities, or, subject to Client approval, dispose of them. If Client does not request their return, and in the absence of any other specific arrangements or legal requirements to the contrary, Client agrees that the Firm may (but is not required to) dispose of those Client Materials and the Firm will be relieved of any responsibility to Client with respect to them. If the Firm concludes that it would be inappropriate or impermissible to destroy all or any portion of Client Materials, Client agrees that the Firm may return or deliver the Client Materials to Client at Client’s last known address, and the Firm will be relieved of any responsibility with respect to them. The Firm may retain copies of such Client Materials if the Firm chooses.

Conflicts of Interest. At the present time, there do not appear to be any conflicts of interest relating to the Firm’s representation of Client in this matter. Should a conflict arise in the Firm’s representation of Client in this matter, however, the Firm reserves the right to seek appropriate conflict waivers and/or to withdraw as counsel pursuant to the Rules of Professional Conduct.

Disclaimer of Guarantee. Although the Firm may offer an opinion about possible results regarding the subject matter of this Agreement, the Firm cannot guarantee any particular result. Client acknowledges that the Firm has made no promises about the outcome of this matter and that any opinion that may be offered by the Firm in the future is not a guarantee.

Arbitration of Disputes Between Client and Firm:

Fee Disputes. In the event of a dispute between Client and the Firm regarding fees and/or costs, Client agrees to submit such dispute to the appropriate District Fee Arbitration Committee established pursuant to Rule 1:20A of the New Jersey Rules of Court at Client's discretion, or within 10 days of the Firm's request, whichever is earlier. Should the District Fee Arbitration Committee refuse to accept jurisdiction of such a dispute for any reason, that dispute shall be resolved pursuant to the procedures described in the "Other Disputes" section of this Agreement.

Other Disputes. In the event of a dispute between Client and the Firm regarding a matter other than fees and/or costs (including any dispute relating to the Firm's services) and/or involving a fee dispute over which the District Fee Arbitration Committee declined jurisdiction, either Client or the Firm shall submit the dispute to binding arbitration. The arbitration shall be conducted pursuant to the Commercial Rules of the American Arbitration Association in effect as of the date an arbitrator is selected. An arbitrator shall be chosen by consent of the parties or in accordance with N.J.S.A. 2A:24-5.

Waiver of Jury Trial & Judicial Proceedings. BY AGREEING TO ARBITRATE, CLIENT UNDERSTANDS THAT CLIENT IS GIVING UP CERTAIN RIGHTS RELATED TO BRINGING A CLAIM IN COURT BEFORE A JUDGE OR A JURY. CLIENT FURTHER ACKNOWLEDGES CLIENT'S UNDERSTANDING THAT SUCH ARBITRATION DOES NOT PROVIDE FOR FULL DISCOVERY, IS NOT SUBJECT TO FULL JUDICIAL REVIEW, AND MAY REQUIRE THE LOSING PARTY TO PAY THE COSTS AND FEES OF ARBITRATION.

PLEASE BE ADVISED THAT CLIENT HAS THE RIGHT TO CONSULT WITH INDEPENDENT COUNSEL BEFORE AGREEING TO THE DISPUTE RESOLUTION PROCEDURES PROVIDED FOR HEREIN.

Termination of Representation. Client can terminate the Firm's services at any time. If Client decides to terminate the Firm's services, Client will give the Firm prompt written notice of the termination. Upon termination, Client will remain obligated to pay any outstanding fees owed and any Out of Pocket expenses paid or incurred by the Firm on Client's behalf before the termination or which are reasonably necessary thereafter. If the Firm is counsel of record in any proceeding, Client agrees to promptly execute and return to the Firm a Substitution of Attorney form. The Firm can also withdraw from this representation at any time, except to the extent limited by applicable law or Rules of Professional Conduct. Some reasons for the Firm's withdrawal might include:

- Client's failure to honor the terms of this Agreement or to pay the Firm in a timely manner;

- Client insists upon conduct contrary to the Firm's advice on this matter or makes it unreasonably difficult for the Firm to carry out the representation of Client; or
- Facts or circumstances arise that, in the Firm's view, render continuing representation of the Client unlawful or unethical.

Notwithstanding such withdrawal, Client will remain obligated to pay the Firm for all services provided and to reimburse the Firm for all costs and expenses paid or incurred on Client's behalf before the termination or which are reasonably necessary thereafter.

Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of New Jersey.

Signatures. If you have read and accept the terms of this Agreement, please sign and return it to me within 30 days. If Client does not accept this Agreement by that date it shall mean that the Firm is not representing Client in connection with this matter unless there is a subsequent agreement signed by Client and Firm.

We look forward to working with you on this matter.

Very truly yours,



Lauren M. Paxton, Esq., Partner
Calcagni & Kanefsky LLP

AGREED TO AND ACCEPTED:
on behalf of North Hudson Sewerage Authority

Signed: _____
Dr. Richard Wolff

Dated: _____

SCHEDULE OF ORDINARY REIMBURSEABLE COSTS

Item	Reimbursement
Federal Express, Overnight Mail, Postage, Service of Process and Courier	At cost
Phone/Fax	No charge to client, except for videoconferencing (charged at cost) and international calls (charged at cost)
Electronic Legal Research	For standard electronic legal research performed during any month - \$300 flat fee per month; For electronic research requiring use of additional databases - at cost
Travel	At cost
Transcript, Filing Fees, and other Court Costs	At cost
Photocopying	Routine and incidental copying - no charge to client; Large jobs and jobs sent to vendors – at cost
Retainer of Investigator or Expert Witness	At cost, following consultation with client re: identity and expense of person to be retained