

**WE HAVE A NEW MAILING ADDRESS. PLEASE UPDATE YOUR RECORDS**

**Please scroll until you see the last page.**

**Address for litigants/defendants:**

**THE OKOROCHA FIRM**  
117 E. Colorado Blvd. Suite 465  
Pasadena, CA 91105

Lawyers please send mail and packages to my home address:

**OKORIE OKOROCHA**  
210 Sequoia Ave  
Pasadena, CA 91105

## FORENSIC CASE CONTACT FORM

DATE

TIME

CONTACT

PERSON FIRM

PHONE

EMAIL

CASE

STYLE

CONFLICT CHECK No

conflict. TYPE OF CASE

(DEATH, SBI,

EXPOSURE) BASIC

FACT

FORENSIC ISSUES:

FEE AGREEMENT TYPE: Insurance or Counsel?

Notes:

**EXPERT TO ATTORNEY OR ATTORNEY-ATTORNEY**

**CONTRACT FOR TOXICOLOGY EXPERT WITNESS  
TESTIMONY**

**OR SERVICES**

This agreement is entered between \_\_\_\_\_ and its attorneys and employees (Hiring Attorney or Retaining Attorney) THE OKOROCHA FIRM, INC, the undersigned attorney/firm do hereby retain, employ and engage THE OKOROCHA FIRM, INC (hereinafter “OO”) for the purpose of alcohol, drug, toxin and/or forensic consultation, review and/or assistance in matters relating to the incident of:

Client Name:

Insurance Carrier (if any):

Adjuster (if any):

Case No.:

Courthouse:

Important Dates:

The following provisions govern this Agreement:

**1. During the scope of the services in this action, all communications between the Retaining Attorney and I, and with the persons or parties represented by the Retaining Attorney, as well as communications between me and any attorney, agent, or employee acting on the Retaining**

**Attorney's behalf, will be confidential to the extent of the relationship, whether Attorney-Attorney consultation or Expert-Attorney consultation and treated as such to the greatest extent possible. I will maintain an expert witness file that will include all non-confidential information that is required to be produced by me during expert discovery in this matter.**

2. For professional services rendered, the undersigned attorney/firm agrees to pay OO analysts the designated rates of:

**Criminal Cases and DMV: Please call for rates.**

**Civil Cases:**

**Okorie Okorochoa, M.S., M.S., Esq.: \$400/Hour for all work, travel, wait time and appearances (Civil Cases Only)**

**Retainer/Fee prior to trial: \$4,000 TO \$6,000 depending on the size of the file. (Civil Cases Only)**

**or**

**(Billing to be tendered and paid by Insurance once a confirming letter or retainer is received.)**

**PLEASE SEE THE FEE SCHEDULE INCORPORATED BY REFERENCE AS THOUGH FULLY SET-FORTH HEREIN.**

3. Additional expenses will be SUBJECT TO THE ATTORNEY- CLIENT APPROVAL are billed as incurred including, but not limited to, demonstrative aids, postage, facsimile, long distance calls, parking, tolls, film, film processing, videotapes, duplication of videotapes, airfare\*, hotel\*, car rental\* and food\*, and all costs necessary for proper performance of services related to this matter. The undersigned attorneys remain fully responsible for all out-of-pocket expenses incurred by OO in this matter. There must be a positive balance for costs at all times and all costs for professional fees and travel must be received at least 72 hours prior to initiating travel.

\*These expenses are applicable only in matters involving travel out of state.

4. All payments for bills for professional services and expenses are due at the offices of OO, within thirty (30) days of the date of the date of billing, unless previous arrangements are made through this office. Payments not received within this time frame will be subject to interest at the rate of 1.5% per month on the unpaid balance. OO, retains the right to pursue collection of any outstanding fees and costs.

5. In the event that the undersigned attorney/firm fails to make payment as agreed upon, OO, at its discretion, may cease all work related to this matter until the account is brought current and may withdraw from this matter by providing written notification to the undersigned.

6. In the event that this matter proceeds to trial, OO, will make every effort to appear at trial. However, OO, cannot guarantee availability for a trial, as there may be other trials also scheduled and/or circumstances beyond the control of OO, and OO will not be responsible for such nonappearance. However, OO will make every reasonable effort to attend matters for which proper notice was provided.

7. The undersigned attorney/firm agrees to pay all reasonable attorney's fees and costs incurred by OO in the event collection efforts become necessary in the enforcement of this agreement. In the event of litigation collection venue will be in the county of residence of Okorie Okorochoa.

8. This Agreement is only for services rendered on behalf of the undersigned attorney/firm by OO in this claim.

9. OO may, at its discretion, cancel this Agreement by providing written notification to the undersigned attorney/firm.

10. This fee Agreement specifically acknowledges that OO is retained by the undersigned attorney/firm and not the client whose interests are represented by the undersigned attorney/firm.

11. By execution of this Agreement, attorney acknowledges that fees for

the services provided by OO have been discussed and agreed to.

12. By execution of this Agreement, attorney acknowledges that fees for the services provided by OO have been discussed and agreed to.

13. No lawyer or legal representative may designate Okorie Okorochoa, without signing the retainer agreement and remitting the retainer amount.

14. Cancellations before trial: If the case is rescheduled, settles, is dismissed or for any reason, the planned testimony is not needed, there will be fees as follows if unless notice is given to Okorie Okorochoa seven (7) days in advance:

Cancellation of a trial appearance: \$2,000

Cancellation of a Deposition Appearance: \$1,000

**Designation Fee: \$1000**

15. The fees are \$400 (four hundred dollars) per hour for all work, preparation, document reviews, depositions, trial appearances, travel time and any other time spent on the case as part of this agreement.

**Designation fee: \$500**

Three pages of attachments are incorporated by reference.

This Fee Agreement, consisting of eight (8) pages plus an addendum incorporate by reference.

#### 15. DUTIES OF COUNSEL TO PRESERVE SAMPLES

Please send out **preservation letters** for all biological or toxicological samples or do what ever is needed under your local jurisdiction's law to preserve access to the samples.

**16. WE WORK ON THE WHOLE CASE**

There is a lot of danger in having us only review partial files. It can be disaster at a deposition so we ask that we always get **THE ENTIRE FILE.**

ACCEPTED AND APPROVED BY RETAINING ATTORNEY/PARTY

Name:

Signature:

Date:

ACCEPTED AND APPROVED BY OKORIE OKOROCHA for

OO: \_\_\_\_\_



ADDRESS

Chamber of Commerce Building:  
117 E. Colorado Blvd. Suite 465  
Pasadena, CA 91105  
E: [OO@OOESQ.COM](mailto:OO@OOESQ.COM)

TELEPHONE

(310) 497-0321

**THE OKOROCHA FIRM**

LAW + SCIENCE = FORENSICS

**OKORIE OKOROCHA, M.S.\*, M.S.\*\*, J.D., Psy. D. [In progress]**  
**Forensic Toxicology and Pharmacology**

**\*Master's of Science in Pharmaceutical Science, Specialization in Forensic Science**

**\*\*Master's of Science in Forensic Toxicology**

**EXPERT TESTIMONY**

**Impairment, Driving Related Impairment, Drug use and Effects, Chemical Analysis of Blood, Blood Testing in Labs and Hospitals, Breath Testing, Forensic Toxicology, Forensic Science, Field Sobriety Tests, Pharmacology, Hair Follicle Testing, SCRAM Devices, Saliva Testing and general toxicology and pharmacology.**

**EXPERIENCE**

**Testified in over 320 jury trials in 42 California County Courts. As well as Florida, New Jersey, Alaska, Minnesota, Arizona and New Mexico.**

**Testified over three thousand (3000) in administrative hearings.**

**EDUCATION**

**Bachelor's Degree in Biology, Northridge State (C.S.U.N.) 1999**

**M.S. in Pharmaceutical Sciences—Specialization in Forensic Science—University of Florida December 2012**

**M.S. in Forensic Toxicology---University of Florida August 2014**

**Juris Doctorate--Whittier College, School of Law 2002**

**Doctor of Psychology—California Southern University [In progress]**

## **Publications**

- 1) Okorochoa, Okorie, (2012), Commentary on: Sterling K. The rate of dissipation of mouth alcohol in alcohol positive subjects. *J Forensic Sci* 2012.
- 2) Okorochoa, Okorie., Strandmark, Matthew, "Alcohol Breath Testing: Is There Reasonable Doubt?." *Syracuse Sci. & Tech. L. Rep.* 27 (2012): 124-162.
- 3) Okorochoa, Okorie. "FIELD SOBRIETY TESTS: CRIMINAL INJUSTICE." *Journal of Law and Social Deviance* 5.1 (2013): 298-325.
- 4) Okorochoa, Okorie, "FLAWED BLOOD TESTS: The DUI Exception to Admissible Evidence" *Alb. LJ Sci. & Tech*, 2013 (in press)
- 5) Okorochoa, Okorie, "Hospital serum blood tests versus common DUI-related whole blood tests" *T.M. Cooley J. Prac. & Clinical L.* 85 2013 Thomas M. Cooley *Journal of Practical and Clinical Law*
- 6) Okorochoa, Okorie, "Commentary on Jaffe, Dena H., et al. Variability in the blood/breath alcohol ratio and implications for evidentiary purposes. *J Forensic Sci* 2013; Epub May 17; doi: 10.1111/1556-4029.12157.
- 7) Okorochoa, Okorie, "Commentary on: Vosk T, Forrest AR, Emery A, McLane LD. The measurand problem in breath alcohol testing. *J Forensic Sci* 2014 Feb 6. doi: 10.1111/1556-4029.12406 [Epub ahead of print]."

## **Laboratory Litigation Package Template/~~Discovery Request for all Laboratories~~**

- 1. Please provide the documents and files as an electronic PDF file in the numerical order of this document and with a table of contents and appropriate pagination**
- 2. A clean copy of the laboratory quality manual or equivalent document**
- 3. a copy of all of the chain of custody documents including intra-laboratory documents for the sample(s) in question**
- 4. a copy of the analytical method used to perform all analytical tests on any specimen including the written method, the method software used and the method software settings and any method validation studies performed for the test results in question**
- 5. a copy of all maintenance records of the instrument used in the analysis for previous 12 months including any software and/or hardware updates, patches, repairs, replacements**
- 6. a copy of any repair records of the instrument used in the analysis for the previous 12 months**
- 7. a copy of the qualifications, certifications, licenses, and permits of any individual performing analysis of the specimen in question**
- 8. a copy of the instrumental raw data of all quality control and calibrator tests performed during the analysis of the defendant samples in question (on CD or flash drive)**
- 9. a copy of the instrumental raw data of the analytical tests performed on all the defendant samples themselves (on CD or flash drive)**
- 10. a copy of the instrumental raw data of the analytical tests performed on all proficiency samples analyzed for the twelve month period prior to the defendant sample (on CD or flash drive)**
- 11. a clear high resolution copy of all chromatograms and calibration tables of all calibrators, controls and all samples in the batch of samples in question**
- 12. a clear high resolution copy of all chromatograms and calibration tables of any reference standards used in the method validation or sample analysis**
- 13. quality control data (e.g. Levi-Jennings charts) for the previous six months**
- 14. a copy of any proficiency tests performed for a given analysis (blood ethanol, blood drug, urine drug) during the most recent six month period**
- 15. calibration data for any weight and measuring device used in the analysis (i.e., pipettors and scales)**
- 16. sample worklist and chromatograms and results for all samples analyzed with the subject (defendant) samples**

- 17. a description of the samples analyzed including high resolution digital color photographs of the evidence, specimen type, amount, collection (storage) container, current availability and temperature history of the defendant samples from the time of initial collection to current date**
- 18. A copy of all correspondence (including emails and hand written notes), regarding the testing of any and all samples in this case**
- 19. A description and documentation of laboratory compliance with ASTM / ISO 17025 or ASTM / ISO 15189 standards if such compliance was in effect when the subject sample(s) were tested including any statement of uncertainty regarding the quantitative results and all data and calculations used in the determination of any statement of uncertainty**
- 20. If no ASTM / ISO standard was in effect, then a description and documentation of the good laboratory standard that was in effect when the subject sample(s) were tested including any statement of uncertainty regarding the quantitative results and all data and calculations used in the determination of any statement of uncertainty**
- 21. The current good laboratory standard in effect if different than included in 17), 18) above including any statement of uncertainty regarding the quantitative results and all data and calculations used in the determination of any statement of uncertainty**
- 22. A copy of all documents transmitted in any fashion to and from the laboratory and any accreditation entity during the accreditation period in effect at the time of the subject sample test results**
- 23. If any items have been destroyed please indicate each item, method of destruction, and date of destruction and reason for destruction.**
- 24. Please provide any and all personnel files regarding any disciplinary actions of any kind.**
- 25. If any items are not provided or are incomplete please provide a detailed explanation for each item.**