

Telephone: (702) 385-4202

BRADLEY & MERRELL
c/o Jones, Jones, Close & Brown
300 South Fourth Street, Seventh Floor
Las Vegas, Nevada 89101-6026

Fax: (702) 385-1655

August 2, 1993

Dr. Richard Peterson
Toxicology Consultants
5202 Denton Place
Madison, Wisconsin 53711

Re: Nevada Power Company v. Monsanto Company, et al.
USDC, District of Nevada Case CV-S-89-555-LDG (LRL)

Dear Dick:

Under cover of this letter, I am sending you a revised copy of your Retainer Agreement for the above-captioned case. This revised Agreement is in accord with the letter I sent you dated July 27, 1993.

Please read this Agreement, and if it is acceptable, sign it and return it to me as soon as possible.

On a related note, I expect to be telling you the following information when you call either today or tomorrow, but I need to put it in writing to you at the same time.

Late on Friday, July 30, 1993, the defendants and Nevada Power executed a stipulated extension of time for disclosure of experts and for expert depositions. Under the stipulation, Nevada Power does not need to disclose its experts and their anticipated testimony until August 20, 1993 (this was originally to take place on July 30, 1993). The defendants will not begin depositions of Nevada Power experts until August 27, 1993 (you will recall that originally they were scheduled to begin July 30, 1993 and run through August 20th) and they will continue until October 1, 1993. Therefore, there is a great deal more time for you to prepare.

Dr. Richard Peterson
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If you would let me know which dates you are unavailable between now and October 1, 1993, I would appreciate it.

Sincerely,

BRADLEY & MERRELL,

A handwritten signature in cursive script, appearing to read "Roberta J. Straub".

ROBERTA J. STRAUB

enclosure

rjs:bms

cc: Richard L. Hinckley, Esq.

TNB

John H. Kim, Esq.

Michael T. Gallagher, Esq.

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NEVADA POWER COMPANY v. MONSANTO, ET AL.
CONSULTING AGREEMENT

This agreement is by and between Nevada Power Company ("Nevada Power") and Toxicology Consultants, Inc., by Dr. Richard Peterson. It concerns the matter of Nevada Power Company v. Monsanto Company, et al., USDC, District of Nevada, Case CV-S-89-555-LDG-LRL.

Toxicology Consultants, Inc. employs Dr. Richard Peterson, and Nevada Power desires to retain the services of Dr. Peterson as an expert in (i) the hazards of PCBs, dioxins, and dibenzofurans; (ii) the state of scientific and regulatory knowledge about PCBs, dioxins and dibenzofurans in comparison with the defendants' state of knowledge at relevant times; and (iii) the adequacy of any warnings provided by the defendants to Nevada Power Company.

Therefore, it is agreed to by the parties that:

1. Consulting Services

Toxicology Consultants agrees to provide consulting and other services regarding the science of toxicology, and to provide all services which are incidental to and in conjunction with this field.

2. Independent Status

Nothing in this Agreement shall be considered to create the relationship of employer and employee between Nevada Power and Toxicology Consultants. Toxicology Consultants at all times shall be deemed an independent contractor.

3. Fee Schedule

Nevada Power agrees to pay Toxicology Consultants in accordance with the following fee schedule:

- a. All non-deposition or non-trial time spent in preparation for this litigation \$180.00 per hour

This includes research, review and analysis of relevant material regarding scientific matter, personal or telephonic conferences and consultation and/or preparation of reports.

- b. Deposition testimony \$360.00 per hour

This rate is considered Portal to Portal, that is, it includes time spent upon leaving home to prepare and travel to deposition, time spent in deposition as well as time spent post-deposition in meeting with attorneys or preparing for forthcoming or continuing deposition testimony. This includes time spent working on this litigation while returning home.

- c. Trial testimony \$360.00 per hour

This rate is considered Portal to Portal, that is, it includes time spent upon leaving home to prepare and travel to trial, time spent in trial as well as time spent post-trial in meeting with attorneys or preparing for forthcoming or continuing trial testimony. This also includes time spent returning home.

- d. Travel expenses incurred To be billed separately or arranged by Nevada Power

This covers expenses generated in travelling to or from sites for meetings, conferences, depositions, hearings or trial. All air travel will be regular coach class unless no other accommodations are available.

- e. Office expenses To be billed separately to Nevada Power.

The above fee schedule shall not be changed or amended without the agreement in writing of both parties.

4. If in any one month Toxicology Consultants expects to charge Nevada Power \$5,000 or more, it must submit an itemized estimate of the charges in writing for prior approval.

5. Toxicology Consultants will send a monthly billing

statement reflecting all services, fees and expenses.

6. Due to the size and nature of this litigation, if for any reason Toxicology Consultants, Inc. is not able to continue as a consultant on this case, it must give Nevada Power Company at least thirty (30) days notice. The notice shall be in writing and sent via certified mail to:

Paul E. Merrell, Esq.
300 S. Fourth St., 7th Floor
700 Bank of America Plaza
Las Vegas, Nevada 89101-6026

7. It is understood that Toxicology Consultants, Inc. will undertake efforts on behalf of Nevada Power only as requested.

8. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any amendment or modification must be in writing and signed by both parties.

9. This agreement is hereby signed and executed by:

Nevada Power Company by and through its attorneys,
Bradley & Merrell

By: _____
Paul Merrell, Esq.

Date: _____

Toxicology Consultants, Inc.

By: _____
Richard Peterson, Ph.D.

Date: _____