

Kathy Kusner
6400 Crescent Park East
#318
Playa Vista
California 90094
310.745.7795
www.kathykusner.com



HORSE EXPERT WITNESS

Available nationally and internationally on behalf of defense or plaintiff.

- SHOW HORSES (Hunters and Jumpers)
- RACING
- RENTAL HORSES and PLEASURE HORSES
- CROSS COUNTRY RIDING
- ALL LEVELS OF RIDING, TRAINING and INSTRUCTION
- STABLE MANAGEMENT
- HORSE and EQUIPMENT APPRAISAL
- HORSE BEHAVIOR
- SAFETY PROCEDURES
- INDUSTRY STANDARDS
- ACCIDENT PREVENTION and RECONSTRUCTION

Expert Witness since 1983. *As of July 21, 2010:*

- 15 court trials
- 41 depositions
- 2 arbitrations
- 184 completed cases

CURRICULUM VITAE

Kathy Kusner was named Horsewoman of the Year by the American Horse Shows Association before joining the United States Equestrian Team at the age of 21. Representing the United States, she rode in three Olympic Games — Tokyo in 1964, Mexico City in 1968, and Munich in 1972 (silver medal). She was also a member of the U.S. team in two Pan American Games — Sao Paulo in 1963 (gold medal) and Winnipeg in 1967 (silver medal).

In addition to riding for the United States in countless international competitions, she was a consistent winner and leading rider at major national and international horse shows, and on two occasions was the leading international rider at Madison Square Garden. Kathy's many wins include the Grand Prix of Dublin, in Ireland (twice); the French Championship, in La Baule,

France; the Pre-Olympic Grand Prix of Rotterdam, in The Netherlands; the Puissance, in Aachen, Germany (twice); the Grand Prix of Hickstead, in England; the Grand Prix of Wiesbaden, in Germany; the Grand Prix of Wulfrath, also in Germany; the Grand Prix of Ostend, in Belgium; and the Grand Prix of Lucerne, in Switzerland.

She mounted a successful legal case in 1968 to become the first licensed female jockey in the United States. Since the age of 16, she had been regularly winning unrecognized flat and timber races. As a licensed jockey, she rode races up and down the eastern seaboard and Canada and became the first licensed female jockey to ride races in Mexico, Germany, Colombia, Chile, Peru, Panama, South Africa, and the former Rhodesia. She was also the first woman to ride in the Maryland Hunt Cup, the toughest timber race in the world. ABC Television filmed an award-winning documentary in Saratoga about her being the first woman in modern times to ride in a steeplechase at the racetrack.

She has worked as an expert witness concerning horse-related issues since 1983. She has experience as a course designer, both nationally and internationally. She has worked as a television commentator for Grand Prix show jumping events and has written for well-known equestrian journals. She has been featured in a variety of television shows, books, articles, and a 2005 Library of Congress publication, *Women Who Dare*. She did the riding for the long shots in the Disney movie, *The Horse in the Grey Flannel Suit*. She and the jockey Julie Krone were the subjects of a segment in the Debbie Allen-produced series, *Cool Women*.

In 1990, Kathy was inducted into The Show Jumping Hall of Fame. In 2000, she was named one of the 50 most influential horsemen of the 20th century by *The Chronicle of the Horse* and The American Horse Shows Association. She was also inducted into the Virginia Horse Shows Association Hall of Fame. In 2005, she received the Pegasus Medal of Honor from the United States Equestrian Federation and was inducted into the World Sports Humanitarian Hall of Fame.

Kathy continues to be involved with the world of horses, giving clinics on riding, training, and competing. She has given clinics in the United States, France, Italy, Japan, Canada, New Zealand, Australia, Guatemala, the Philippines, Argentina, Brazil, Iran, Paraguay, Zimbabwe, Spain, South Africa, Peru, and Mexico.

She is a licensed pilot with commercial, multi-engine, instrument, seaplane, and commercial glider ratings. She obtained a Lear Jet-type rating and became the first woman to work as a Lear Jet pilot for Executive Jet Aviation, the largest jet charter company in the world at that time. She also has aerobatics skills.

She is an enthusiastic runner. As of July 21, 2010, she has completed 115 marathons and 70 ultramarathons, including 20 races of 50 miles or longer. In 1997, she finished the Vermont 100 Mile Endurance Run in 27 hours, 37 minutes.

Kathy is founder and chairman of the board of Horses In The Hood, a non-profit organization benefiting the inner-city community by providing lessons that teach skills and values associated with the care and riding of horses.

KATHY KUSNER, HORSE EXPERT

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FEE SCHEDULE AND AGREEMENT

THIS AGREEMENT is entered into in West Hollywood, California on this ___ day of _____, 200__ by and between _____, (“Client”), and Kathy Kusner, (“Kusner”).

Client desires to hire Kusner as a horse expert in the matter of _____, Case # _____, (“Case”).

Client and Kusner, for mutual consideration hereinafter set forth, agree as follows:

Kusner agrees to consult as a horse expert and perform services as directed by Client for the Case.

Kusner shall be compensated in accordance with the following:

Regular Hourly Rate. \$200.00

Applies to all services and work except for time spent testifying.

Testimony Time. \$400.00

Applies for time spent testifying at depositions, trials, arbitrations, mediations, Settlement conferences or any hearings.

All time spent traveling (door to door) to be charged at the Regular Hourly Rate and to apply towards Minimum Increments. All time spent waiting to testify to be charged at the Regular Hourly Rate and to apply towards Minimum Increments. All expenses including, but not limited to car rental, air fare, lodging, meals, copying, faxes and fees, will be charged in addition to the hourly rate. Kusner to be paid in accordance with the provisions of this Agreement for all time spent on the Case, including traveling or waiting to testify, even if the Case is settled or postponed.

RETAINER. . . Client to pay Kusner upon the execution of this Agreement a retainer of \$1600.00.

This Agreement shall be of no effect and Kusner shall not be obligated in any way hereunder until: a) Kusner has received said retainer; and b) all parties hereto have signed this Agreement and the Standard Provisions, which are hereby incorporated herein. \$600 of said retainer shall be non-refundable and will be applied against the first hours of work. Kusner may require Client to make payment in advance for anticipated charges. Any monies not applied by Kusner pursuant to this Agreement shall be subject to immediate refund at the end of the Case. Additional payments for charges and costs which are not paid for in advance shall be due and payable immediately upon receipt by Client of invoices which set forth the charges and costs incurred. Client and Kusner agree that the late payment charge provided for in Paragraph 4 of the Standard Provisions shall be 1 1/2% per Month.

Client represents to Kusner that this contract is solely between Client and Kusner and not for the benefit of any third parties. Client agrees to indemnify and to hold Kusner harmless from any claims by third parties who have hired Client or who have been hired by Client.

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on all parties to this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of all parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence in this Agreement.

Client has read and understands and agrees to be bound by all of the Standard Provisions.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions herein stated, the date first above written.

KUSNER:

CLIENT: _____

KATHY KUSNER

By: _____

Name and Title: _____

STANDARD PROVISIONS

1. If Client fails to pay Kusner within 30 days after invoices are rendered, Client agrees Kusner shall have the right to consider Client in default and in material breach of this entire agreement. Kusner shall have the right, by giving written notice, to terminate this agreement. In such event, Client shall promptly pay Kusner for all fees, charges and services provided by Kusner.
2. Client understands that Kusner makes no warranties that the opinions for which she shall be compensated will be beneficial to the Case.
3. Client agrees that any invoice from Kusner to Client is correct, conclusive and binding on Client, unless Client or Agent, within 10 days from the date of Agent's receipt of such invoice, notifies Kusner in writing of alleged inaccuracies, discrepancies or errors in the invoice.
4. Client agrees to pay Kusner a late payment charge of 1 1/2 % per month, compounded, on any balance unpaid after 30 days following the date of any Kusner invoice to Client. CLIENT'S LIABILITY FOR PAYMENTS HEREUNDER SHALL NOT BE DEPENDENT UPON CLIENT'S RECEIPT OF ANY MONIES FROM ANY THIRD PARTY.
5. If Kusner is required by any Court or Subpoena to appear and testify on the Case subsequent to termination of this Agreement, Kusner shall nonetheless be entitled to be compensated by Client at the rates set forth above.
6. Client, Agent and Insured, as defined in the Standard Provisions, agree to limit Kusner's liability to Client under this Agreement and in connection with the Case to the total amount paid to Kusner pursuant to this agreement. The provisions of this Agreement are only for the benefit of Client and Kusner. Kusner shall have no obligations or liabilities arising from this Agreement or the Case to any party other than Client.
7. The prevailing party in any court proceedings or arbitration shall be entitled to recover full & actual attorneys fees, expert fees & costs. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought & adjudicated in the appropriate court in Los Angeles County and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
8. This agreement and any exhibits attached hereto, and by reference incorporated herein constitute the entire agreement between Client and Kusner relating to the Case and the provision of services to the Case. Any prior agreements, promises or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by all parties to this Agreement.
9. In the event Client represents, in any other matter, that Kusner has been retained without Kusner's written permission or without having retained Kusner in said other matter, Client agrees to pay Kusner a fee of \$500.
10. Kusner's waiver of any term, condition, or covenant, or breach of any term, condition or covenant shall not constitute a waiver of any other term, condition or covenant or the breach of any other term, condition or covenant.
11. In the event that Client has hired someone else to act on Client's behalf: Client hereby authorizes _____ to act as Client's agent and attorney-in-fact ("Agent"), to implement this Agreement. Client hereby authorizes Agent to act on Client's behalf and Kusner is authorized to follow the instructions of Agent in every respect concerning this Agreement. Client hereby confirms and ratifies any actions and all instructions of Agent concerning this Agreement. Client hereby agrees to pay Kusner for all hourly charges or other costs incurred by Kusner pursuant to the instructions of Agent. Client hereby authorizes Agent to receive and approve all invoices from Kusner. This authorization is a continuing one that shall remain in full force and effect and Kusner shall have no duty of inquiry. Client may change or revoke this authorization by a written notice addressed and delivered to Kusner. Until Kusner receives such written revocation, Kusner is entitled to act in reliance on this authorization.
12. Client represents to Kusner that this contract is solely between Client and Kusner and not for the benefit of any third parties. Client agrees that Kusner's liability under this Agreement and in connection with the Case shall be limited to the total amount paid to Kusner pursuant to this Agreement. Client agrees to indemnify and to hold Kusner harmless from any claims by third parties who have hired Client or who have been hired by Client.

KUSNER:

CLIENT: _____

KATHY KUSNER

By: _____

Name and Title: _____