

Curriculum Vitae
John L. Donnelly
DONNELLY & ASSOCIATES, INC.
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DATE OF BIRTH - 8-11-53

EDUCATION

Bachelor of Science, Electrical Engineering, Northwestern University, Evanston, IL (1976)
National Elevator Industry Educational Program
(Elevator Mechanic by Examination May, 1978)
National Association of Elevator Safety Authorities School
(Elevator Inspector by Examination July, 1987)
International Union of Elevator Constructors - Local #2
(1972-1980)

EXPERIENCE

7/72 - 9/72 Otis Elevator Company - Construction Helper
12/72 - 10/76 Metropolitan Elevator Company - Maintenance
and Repair Helper
10/76 - 5/85 President & Chief Engineer - C. J. Anderson
6/82 - 8/84 President - Anderson Elevator Co.
5/85 - 10/86 Manager - Vertical Transportation Maintenance
7/85 - Present President - Donnelly & Associates, Inc.

ACTIVITIES

1993 - 1995 Inspector's Manual Committee (ASME A17.2)
1982 - 1986 National Interest Review Committee ASME
17.1 Safety Code for Elevators and Escalators
1989 - 2000 National Interest Review Committee ASME
17.1 Safety Code for Elevators and Escalators
1983 Qualifications for Elevator Inspectors (ASME-
QEI)
1980 - 1985 Electrical Committee ASME A17.1 Safety Code
for Elevators and Escalators
1977 - 1983 Instructor - National Elevator Industry
Educational Program
1979 - 1984 Advisory Board Member - National Association
Elevator Safety Authorities
1994 - Present Director - National Association of Elevator
Safety Authorities
1990 - Present Officer and Director (Past President) Chicago
Engineers Foundation of the Union League Club

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John L. Donnelly
DONNELLY & ASSOCIATES, INC.

1977 - Present Lecturer to the following groups:
Chicago Elevator Association
Minneapolis Elevator Association
National Association Elevator Contractor
Seminars
National Association of Elevator Safety
Authorities Workshops
National Association of Elevator Safety
Authorities Schools
Commonwealth Edison Co.
Habitat Co.
Bell Laboratories
Adjuster's Association of Chicago

ASSOCIATIONS

Member - National Association of Elevator Contractors
National Association of Elevator Safety Authorities
Chicago Elevator Association
Elevator/Escalator Safety Foundation
International Association of Elevator Engineers
National Association of Vertical Transportation
Professionals
Council on Tall Buildings & Urban Habitat
Building Officials & Code Administrators
International
National Association of Amusement Ride Safety
Officials
Construction Specification Institute
Institute of Electrical & Electronic Engineers
American Society of Mechanical Engineers
Illinois Society of Professional Engineers
National Society of Professional Engineers
Western Society of Engineers
American Society of Safety Engineers
National Fire Protection Association
National Forensic Center
American Board of Forensic Examiners
Building Owners and Managers Association
Apartment Building Owners and Managers Association

Dated: 3/27/00

BILLING PRACTICES SCHEDULE

John L. Donnelly
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CLIENT - The client under this schedule is the person, usually an attorney, employing the services of the consultant, John L. Donnelly, as an independent contractor.

RETENTION - Consultant shall not be committed to work for a client until retained, and then only under the conditions which follow. Consultant agrees not to work for any other person or party involved in this case on matters relating to this case for two weeks after he is verbally retained, or upon acceptance of the retainer set forth below. Should the two weeks lapse without receipt of a retainer, consultant is free to accept work from any other party.

WORK - The consultant agrees to perform such investigation, studies and research as directed by the client and to report his findings verbally to client. If desired, a written report will be prepared. Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas in which he is qualified.

Upon request, consultant will provide an estimate of the time and costs it will take to perform the work outlined by the client. If it becomes apparent that he will need to exceed the estimates provided to complete his work, he will provide client with a revised estimate and shall proceed only after being granted permission by client.

FEES - Fees are billed to the client by the quarter of an hour at a rate of \$180.00 per hour. This is a constant rate whether testifying, working in the office or traveling. When away from the office in the Glenview, Illinois area, time is billed from the time of departure from consultant's office until the time of return.

Each full day away from the Glenview, Illinois area on assignment is billed on the basis of an eight hour day. Where more than eight hours work is performed in one day, the actual time is billed. Day of departure and day of return are prorated.

In order to furnish support in a timely fashion, it may be necessary, at our discretion, to have depositions abstracted, research performed, and records reconciled by an in-house paraprofessional at the rate of \$90.00 per hour.

A retainer of \$900 is charged in each case. Please make this check payable to DONNELLY & ASSOCIATES, INC. This amount is also the minimum fee charged and it is a credit for initial time billed to the assignment.

PERMISSION TO USE CONSULTANT'S NAME OR IN ANY WAY INDICATE THAT HE IS AN EXPERT WITNESS OR CONSULTANT FOR CLIENT'S SIDE OF THE CASE, EITHER INFORMALLY OR FORMALLY WITH OTHER PARTIES, IS NOT GRANTED UNTIL THE RETAINER HAS BEEN PAID. The use of consultant's name or the performance of work by the consultant at client's request, constitutes an acceptance by the client of the terms of this schedule.

EXPENSES - Travel and miscellaneous expenses, including long distance calls, are charged at cost. Travel by car is at the rate as allowed by the Internal Revenue Service guidelines. No travel expense is charge in the local Chicagoland area.

BILLING - Invoices will be tendered at the end of each month. A detailed breakdown is furnished itemizing each charge for the current month. Payments are due upon receipt of invoice. Consultant reserves the right to apply interest charges at the rate of 1.5% per month on bills not paid within the 30 day period.

The payment of all fees and expenses is the responsibility of the client. In litigation, where the opposing side takes a discovery deposition and may be responsible for payment of the witness fees including preparation time, under the applicable court rules, it is the responsibility of the client to recover these moneys. Liability for payment of ALL fees earned and expenses incurred by the consultant are solely those of the client, even if he has the right of reimbursement from third parties.