



Analysis, Inc.

Arizona Colorado Florida Texas

...EXPERT CONSULTING AGREEMENT AND FEE SCHEDULE

CLIENT: The person who or firm which employs the services of Analysis, Inc.

RETENTION: The consultant is not committed to perform any work for a client until the consultant is retained under the conditions described herein. The consultant agrees not to work for any other person/party involved in the case for a period of five (5) days after being verbally retained, or upon receipt of the retainer fee set forth herein. Should the five (5) days lapse without receipt of the retainer fee; the consultant is free to accept work from any other party. All potential parties named in suit, must be disclosed at execution of agreement.

WORK: The consultant agrees to perform such investigation, studies, and research as directed or requested by the client and to verbally advise the client periodically concerning his progress and findings. Materials received are subject to review at the discretion of Analysis, Inc. experts and management. Unless you direct otherwise, we will perform our services as we deem necessary and appropriate. If desired by the client, a formal written report will be prepared. In the event, an account is in arrears, Analysis, Inc. may require payment in full prior to presenting a written report. The consultant also agrees to assist in trial preparation, testify as an expert witness in his areas of qualification, and to assist the client in other matters within the scope of his expertise. Upon request, the consultant will provide an estimate of the time and expenses required to complete the requested work and will proceed with further work unless directed otherwise by client. Services include but are not limited to the case at hand, including preparation time, court waiting time, stand by and travel time portal-to-portal. When products or information such as depositions, historical summaries and references are forwarded to Analysis, Inc., time will be expended in reviewing and examining these materials and charged as a client cost. The cost of all work, including but not limited to, case analysis, review of depositions and discovery materials, examination and inspection of materials and exemplar products, development of work product, site visit preparation and pre-deposition development will be the responsibility of the client. In the event Analysis, Inc. consulting personnel are deposed or required to testify before a court or administrative tribunal by the opposing counsel through subpoena or otherwise, the client shall be fully responsible and agrees to pay any charges or costs thereby generated in the same manner as if the client had placed the order for such services. Analysis, Inc. may use services of sub-consultants, when, in Analysis, Inc.'s opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. Analysis, Inc.'s use of other consultants for additional services shall not be reasonably restricted by the client. Analysis, Inc. makes no guarantee regarding the outcome of any investigation or case and all expressions relative hereto are matters of opinion only. Analysis, Inc. shall indicate to the client the information need for rendering of services hereunder. The client shall provide to Analysis, Inc. such information as is available to the client and the client's consultants and contractors, and Analysis, Inc. shall be entitled to rely upon the accuracy and completeness thereof. The client recognizes that it is impossible for Analysis, Inc. to assure accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors and omissions which may have occurred in assembling the information the client is providing. Accordingly, the client agrees, to the fullest extent permitted by law, to indemnify and hold Analysis, Inc. and Analysis, Inc's sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the client to Analysis, Inc. Analysis, Inc. makes no guarantee that Analysis, Inc's findings will provide useful results in the matter. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

FEES: Analysis, Inc. expert consulting time will be billed at the rate of \$340.00 per hour for regular services, \$510.00 per hour for rush or time constrained cases (under 30 days). Travel time will be billed at \$340.00 per hour. All pertinent

1400 E. ASH STREET

GLOBE, AZ 85501

Please Print Address

RE: AI Case #:

Case Name: STATE VS GOHN

Attorney Name: SHAWN FULLER

Please sign and return with original signature and retainer check.

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