



COURSEN SECURITY GROUP

LETTER OF ENGAGEMENT

This Agreement is entered into between Spencer G. Coursen ("Expert") and the below signed attorney, ("Client") identified below (hereinafter "the Parties") on the date specified in the matter captioned above. The engagement and responsibility for payment are the obligations of the retaining Client. While payment will be accepted directly from a litigant or insurance company as an accommodation to Client, employment of the Expert and the responsibility for timely payment rests with the Client unless otherwise specifically accepted and acknowledged by the Expert in writing.

I. THE SERVICES

1. Expert agrees to perform consulting and/or expert witness services as requested by Client. In connection with such services, Expert agrees to perform such investigation, document review, studies and research as to be able to consult with and/or advise Client as an expert witness with respect to Expert's findings. Expert agrees to orally report his findings and opinions to Client. If requested, Expert will also prepare a written report and cause it to be delivered to Client.
2. Expert agrees to assist in Client's trial preparation and to testify as Client's expert witness in those areas in which Expert is qualified. The full scope of Expert's work will be determined as Client's matter proceeds, and will be subject to the needs and requests of Client.
3. Expert and Client agree that Expert's role is as an expert advisor to educate the Court and assist Client in understanding both the strengths and weaknesses of Client's matter. Client recognizes that Expert's findings and professional opinions, based on the facts available to him, may not always be consistent with, or favorable to, Client's theories and arguments. Client agrees that Expert has a legal and ethical responsibility to both the Client and the Court to provide truthful information and unbiased opinions.

II. FEES

1. \$300.00 per hour. Expenses are charged at cost.
2. Case acceptance fee/retainer: **\$7,500.00 or 25 hours**. Client shall retain Expert by payment of a non-refundable retainer and case acceptance fee.
3. Work will not commence without a signed Letter of Engagement and receipt of payment for the retainer. All fees must be paid by the hiring firm. Payments from third parties, other than insurance carriers, family members or businesses of family members will not be accepted.
4. If the Client requires only a document review or a crime analysis, the fee is a minimum of **\$1,500.00, which is not to exceed 5 hours**. No opinions will be offered after the five (5) hour review.
5. The actual amount of the required retainer will be based on the extent of work plus identifiable expenses initially anticipated. **When 80% of the retainer has been used**, an invoice will be submitted for a new retainer for an additional **\$7,500.00**. With the exception of an initial case acceptance fee, upon closure of the case, all remaining funds will be refunded to the client. Cases can require as many as 100 hours or more depending on the depth of the case. An estimate of time required is not possible.
6. Expert will invoice against the Retainer, and to replenish the Retainer, or to seek pre-payment for immediately anticipated work/expenses. In general, **no work, including travel, will be undertaken, reports or testimony provided, or further work incurred unless sufficient funds are in the Retainer.**

It is highly recommended that deadlines be discussed well in advance to ensure there is no unnecessary delay in completing work or producing reports.

This policy also applies to Defense clients.

7. If the executed Letter of Engagement and the payment of the retainer invoice is not received within thirty (30) days, this agreement will be considered null and void. No work shall be initiated until both the retainer is paid and letter of engagement received.

8. Client's contractual obligation to pay for Expert's services is a personal executory contract when services have been rendered, and does not depend upon the findings that Expert renders, on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of third-party matters, nor upon any contractual arrangement between Client and third parties.
9. Unless otherwise noted, Expert's fees are calculated and billed to the Client in 1/3 (.20) hour increments.
10. All payments are due upon receipt. A client agrees that failure to pay or failure to pay within 45 days gives the Expert the right to withdraw, without penalty, from the present litigation.

III. DEPOSITION

1. **Deposition. \$3,000.00 either live or remote.** Includes deposition and other non-trial appearances, including wait and testimony time: This rate is guaranteed for one (1) year from date of contract. This amount does not include preparation or travel time and expenses. At Expert's discretion, a remote deposition may be required.
2. **Prepayment for Deposition.** Prepayment of preparation fee and estimated travel expenses plus the balance of any outstanding fees and expenses owed or anticipated to Expert must be received by Expert at least five (5) business days prior to the date of deposition. **Defense clients: Arrangements must be made in advance with the carrier to ensure all invoices have been paid prior to the date of the deposition. This will avoid unwarranted delays in appearance.**
3. Deposition fees paid by opposing counsel must be received prior to any testimony.
4. The deposition fee does not include travel time or expenses.

IV. TRIAL APPEARANCE

1. **Trial appearance. \$3,500.00 either live or remote.** Trial appearance including travel, wait and testimony time:
2. Trial appearance rate is billed per day. The first day, which includes portal to portal travel and same-day pretrial preparation meetings, is billed at **\$4,500.00**. All subsequent days are prorated in half days. A prorated day would include testimony, wait time, and travel.
3. Travel on Sundays for a Monday court date is charged at the regular hourly rate and is invoiced as portal to portal.
4. This fee does not include any pre-trial preparation or additional work performed.
5. **Prepayment for Trial.** Prepayment of the first day and any anticipated subsequent days plus the balance of any outstanding fees and expenses owed or anticipated to Expert (including outstanding fees owed by the opposing party) must be received by Expert **at least seven (7) business days** prior to the date of trial. Expert expects that Client will facilitate payment of outstanding fees owed by opposing party or will pay those fees and recover them through legal process.

The same applies to Defense cases. Arrangements must be made in advance with the carrier to ensure all invoices have been paid prior to the date of the deposition.

6. If an unexpected delay in testimony occurs that requires Expert to remain an additional day(s), the above applies. Fees for additional days shall be paid prior to any testimony or the continuance of the appearance.
7. **Cancellation:** If an appearance is canceled at least seventy-two (72) hours prior to the appearance date, all outstanding fees and expenses will be refunded upon termination of Expert's services to Client. If cancellation occurs less than seventy-two (72) hours prior to an appearance, a two (2) hour cancellation fee will be charged.
8. **On-Call Time:** If Expert is placed "On-Call" to appear either **live or remote**, on call is defined as being unavailable for other business at the client's request for a specific period of time except for deposition or testimony, all on-call hours will be billed at a rate of **\$200.00 per hour** if Expert is on-call from his Austin, TX office. On-Call time at any location other than Austin, Texas or the Austin Metro area will be billed at **\$250.00 per hour** unless the Trial rate or another rate applies.

Scheduling testimony for trials is not a simple matter and short notice travel, if involved, is based on available air travel at reasonable times and duration.

9. All rates are guaranteed for the duration of the engagement.

V. TRAVEL

1. **Travel time: \$300.00 per hour.** Travel time is calculated (portal to portal) from Expert's office (Austin, Texas) to the final destination, be that a hotel, office, or some other agreed upon location. If travel pertains to trial, those terms apply.
2. Coach Class air fare will be booked for direct, non-stop flights (if available). Necessary commercial air travel will be booked by Expert using the most economical means compatible with the Client's time constraints. Tickets purchased will be refundable by the carrier. First class is required on all travel that exceeds a portal to portal travel-time of 3 hours or more.
3. Out of town, over-night stay (hotel, meals, parking) and travel is billed at cost and will be included in either the deposition or trial invoice. **Advance payment required.**
4. Personal auto expenses are billed at eighty (**\$.80**) cents per mile.
5. Assignments requiring travel to a destination in excess of one hundred fifty (150) statute miles one way from Expert's nearest office, which cannot be completed in eight (8) hours or less, may require overnight lodging and expenses.
6. Site visits may be required depending on the nature of the case file.

VI. TERMINATION OF SERVICES

1. Expert shall have the absolute right to withdraw from the case, without any liability, if Client violates any of the duties set forth herein or if Expert identifies any conflict of interest, failure to provide any/all case documentation, or legal restriction on his involvement or practicing his profession.
2. Expert shall have the absolute right to withdraw from the case, without any liability if Client is in **arrears of payment of invoices greater than 45 days.**
3. This contract is a non-assignable personal services agreement and shall terminate upon the death of either party. The obligation to pay any party under this agreement shall be binding upon the obligor's heirs, representatives, successors, and assigns. The right to collect any payment owing under this agreement shall inure to the benefit of the respective heirs, representatives, successors, and assigns of that party.

VII. GENERAL

1. In the event either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the opposing party agrees to pay the prevailing party's reasonable attorney's fees and all costs and expenses incurred, including collection costs.
2. This Engagement constitutes the entire understanding between the parties, and shall be construed under Texas law as if written by both parties and all services provided in Travis County, Texas, where venue and jurisdiction shall lie for any and all controversies, claims or disputes arising out of or relating to this matter. Any such controversy, claim or dispute made by Client shall not exceed the amount of fees actually paid to and received by Expert.
3. This Engagement cannot be revised without the expressed written agreement of the Expert.

VIII. CONFIDENTIAL INFORMATION

1. Expert regards all non-public information obtained from, or on behalf of, Client and third party's legal matter as confidential and shall not disclose such information unless Expert has obtained the expressed written prior consent of Client or is otherwise forced, compelled, or required to disclose such information by operation of law or applicable government authority. Case files are not retained.

IX. RIGHT TO COUNSEL

1. If the Expert deems it necessary, the Expert reserves the right to communicate with and/or engage the services of personal counsel regarding any aspect of the case. The communication with personal legal counsel would only involve issues that may be considered a conflict of interest for the Expert and not regarding management of an aspect of the retained case.

X. ENGAGEMENT

1. The Client agrees to engage the services of the Expert. The Expert has agreed to allow his designation as a testifying expert witness for this case.
2. The Expert agrees to provide the following scope of services to the Client:
 1. Review documentation pertaining to this case.
 2. Assist client with preparation of interrogatories and discovery.
 3. Provide written findings in the form of an opinion, if required
 4. Provide expert testimony in deposition, if required.
 5. Provide expert testimony in trial, if required.
 6. Meet with or interview appropriate witnesses upon the arrangement of Client.
 7. The Expert is not responsible for the enhancement of any audio or video files. Expert accepts those files as is and it is assumed that the Client has determined any such need.
3. The Client agrees to, but not limited to:
 1. The Client shall discuss with the Expert the theory/theme of the case and the aspects with which the Expert will provide research and testimony.
 2. The Client shall promptly provide complete copies of or access to all non-privileged, arguably relevant documents and evidence in this matter, plus any relevant law or standards in the jurisdiction. Deposition summaries will not be accepted without the full transcript and exhibits;
 3. The Client understands that the Expert is able to assist the Client in the development of any production requests and other discoveries.
 4. The Client shall provide prompt notice of any Daubert type motions, motions in limine, or other pre-trial motions made to restrict, exclude or in any way limit testimony or participation in this matter, then promptly and fully involve Expert in any defense against such claims or motions, including the Expert's presence at any hearing(s);
 5. The Client shall be available as reasonably requested to meet in person or telephonically to conduct reasonable preparation with the Expert prior to any scheduled deposition and trial.
 6. The Client shall promptly notify the Expert of designation and testimonial deadlines. The Client understands the Expert can assist with designation language.

7. The Client shall provide documents identifying the Expert as the designated expert for approval prior to filing.
8. The Client shall discuss in advance, any questions regarding billable hours, travel, or any other fees. The Expert agrees to provide a written record of all hours used against a retainer.
9. The Client understands that a site visit is required unless extenuating circumstances exist. Site visits can usually be accomplished the day before a deposition unless the location is deemed to be an important facet of the case, thus requiring a visit in advance.
10. The Client understands it is highly recommended that the Client discusses with the Expert any planned deposition of witnesses or the opposing expert witness. It is especially important to discuss any planned deposition of a designated corporate representative.
11. The Client understands that this contract may not be edited, revised, or changed in any way without the expressed written consent of the Expert.

ADDENDUM

1. The Client agrees that they shall pay all invoices as billed regardless of participation by another law firm. The Expert shall not accept payments from any firm other than the originating Client.
2. The Letter of Engagement/fee schedule contained within cannot be altered in any way without the written approval of the Expert.
3. **If this case lies within a jurisdiction that limits any Expert's fees, the Client shall pay the fees as billed per this Letter of Engagement. This includes insurance carriers for Defense clients.**

BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THEY HAVE READ THE LETTER OF ENGAGEMENT IN ITS ENTIRETY, AND THAT THEY ACCEPT, AGREE, AND UNDERSTAND EACH AND EVERY PROVISION HEREIN.

Accepted and Agreed By:

Coursen Security Group, L.L.C

By: _____
(An Authorized Signature)

Name: Spencer Coursen

Title: President, Coursen Security Group

Date:

Accepted and Agreed By:

Law Firm: _____

By: _____
(An Authorized Signature)

Name: _____
(printed)

Cause No: _____

Date: _____

* Electronic signatures are authorized for this and any subsequent agreements;

** Return signed agreement by email to s@CoursenSecurityGroup.com;

*** CSG will sign and return to the sender a fully executed agreement;

The Retainer is due at time of signing. An invoice for the amount of the retainer is available upon request. Payment of retainer may be made by ACH, check, credit card, or wire transfer. In the event this Letter of Engagement is not fully executed and/or remittance of retainer is not received within thirty (30) days of execution, this engagement will be considered null and void and shall immediately release The Expert of any and all obligation.