

Robert A. Gardner, CPP

Independent Security & Crime Prevention Advisor

Federal Tax I.D. 77-0257150

Retention Agreement and Fee Schedule

(Applicable To Cases In United States Federal Courts and State of Nevada Courts)

This Agreement is entered into between Robert A. Gardner, CPP ("Consultant") and the Retaining Attorney or Law Firm ("Attorney") identified below on the date specified.

The engagement and responsibility for payment are the obligations of the retaining Attorney. While payment may be accepted directly from a litigant or insurance company as an accommodation to Attorney, employment of the Consultant and the responsibility for timely payment rests with the Attorney in all cases.

I. ADVANCE PAYMENT

Initial Retainer

1. An Initial Retainer fee of Three Thousand Two Hundred Dollars (\$3,200.00) as described below for Case Acceptance and Written Report Deposit, *plus* a Rush Surcharge (if applicable) and any other identifiable initial fees and expenses shall be paid to Consultant prior to the commencement of work. Until payment is made and signed Agreement is received, consultant is free to accept inquiries and/or engagement from any other parties.

Case Acceptance Fee:

Attorney shall retain Consultant by payment of a non-refundable Case Acceptance Fee in the amount of Two Thousand Dollars (\$2,000.00). Consultant will apply Attorney's non-refundable Case Acceptance Fee as a deposit towards future work on this matter.

Written Report Deposit:

1. Attorney shall pay a refundable fee of One Thousand Two Hundred Dollars (\$1,200.00) as a deposit for the production of the required Initial Expert Witness Report or an Opposing Expert Report Rebuttal.

2. In the event Consultant is not required to produce a written report, the Written Report Deposit will be applied to any unpaid fees due Consultant. Any remaining balance of the Written Report Deposit will be refunded upon request following termination of Consultant's services.

Rush Surcharge:

A non-refundable surcharge in the amount of One Thousand Five Hundred Dollars (\$1,500.00) shall be applied when any written declaration or report, deposition appearance, or trial appearance is required within fourteen (14) calendar days of the date of retention.

Main Office

California
590 W. Main St.
Suite 101
Santa Paula, CA 93060
(805) 659-4294
License
PI 6477
PPO 10770

Branch Offices

Nevada
2620 Regatta Drive
Suite 102
Las Vegas, NV 89128
(702) 733-8711
License
Security Consultant
PI/ PP 852

Arizona

6619 N. Scottsdale Road
Scottsdale, AZ 85250
(480) 347-0211
License
PI 1003680

Email

cpp@crimewise.com

Website

www.crimewise.com

This surcharge shall be applied when any written declaration or report, deposition appearance, or trial appearance is required with less than fourteen (14) calendar days notice to Consultant.

2. Any unencumbered portion of the Initial Retainer in excess of Two Thousand Dollars (\$2,000.00), plus the Rush Surcharge if applicable, is refundable upon request following termination of Consultant's services.

Designation Policy

Upon completion of this Retention Agreement and payment of the Initial Retainer, Attorney is authorized to designate or disclose Consultant as an Expert Witness in the matter identified below. Consultant's non-refundable Case Acceptance Fee is fully earned at the time of retention and not contingent upon additional work being completed.

Designation Without Payment is explicitly prohibited. Attorney shall not designate nor disclose Consultant as an Expert Witness, or use Consultant's name in conjunction with any legal proceeding, until the Initial Retainer and signed Retention Agreement has been received by Consultant.

Commencement of Work – Prior Clients

If this Retention Agreement has been executed and a previous working relationship exists between Consultant and Attorney, Consultant may, at his sole discretion, begin work on Attorney's matter prior to receipt of Initial Retainer. However, no substantive consultation, opinions, appearances, reports or other deliverables will be provided until all required fees are received.

Electronic Payment

Consultant will accept payment by Credit Card, or by *eCheck* directly from a checking account. Electronic Payment information (account number, etc.) is only accepted by telephone. Electronic Payment is particularly useful when last minute payments are necessary. An Electronic Payment processing fee may apply.

II. SERVICES

1. Upon receipt of the Initial Retainer and a copy of this agreement with Attorney's signature properly affixed, Consultant, an independent contractor who is a licensed Private Investigator, Private Patrol Operator and Security Consultant, agrees to perform consulting and/or expert witness services as requested by Attorney. In connection with these services, Consultant agrees to perform such investigation, document review, studies and research as to be able to consult with and/or advise Attorney as an expert witness with respect to Consultant's findings. Consultant agrees to orally report his findings and opinions to Attorney. If requested, Consultant will prepare a written report and cause it to be delivered to Attorney.

2. Consultant agrees to assist in Attorney's trial preparation and to testify as Attorney's expert witness in those areas in which Consultant is qualified. The full scope of Consultant's work will be determined as Attorney's matter proceeds, and will be subject to the needs and requests of Attorney. Attorney agrees to assist Consultant in formulating his opinions by providing Consultant with all available information regarding the facts and circumstances of the matter.

3. Consultant and Attorney agree that Consultant's role is as an expert advisor to educate the Court and assist Attorney in understanding both the strengths and weaknesses of Attorney's matter. Attorney recognizes that Consultant's findings and opinions may not always be consistent with, or

favorable to, Attorney's theories and arguments. Attorney agrees that Consultant has a legal and ethical responsibility to both the Attorney and the Court to provide truthful information and unbiased opinions.

III. FEES AND REIMBURSEMENT OF EXPENSES

1. Attorney's account shall maintain a positive balance at all times. Consultant will bill Attorney for services rendered and costs incurred at such times as Consultant deems appropriate. If a zero balance exists or is anticipated, a deposit of not less than Two Thousand Dollars (\$2,000.00) or the amount of the anticipated billing, whichever is greater, may be required prior to the continuation of work on Attorney's behalf. Consultation, opinions, appearances, reports and other deliverables will only be provided when Attorney's account is paid in full. Attorney agrees to pay Consultant's bill upon receipt, and payment will not be predicated upon settlement or adjudication of any legal matter. The unencumbered portion of deposits and prepaid expenses is refundable upon request following termination of Consultant's services.

2. Attorney's contractual obligation to pay for Consultant's services is a personal executory contract when services have been rendered, and does not depend upon the findings which Consultant 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 Attorney and third parties.

3. Unless otherwise noted, Consultant's fees are calculated and billed to Attorney in quarter (.25) hour increments as follows:

- A. Consultation and other work, including but not limited to examination of evidence and documents, research, site inspections, meetings, deposition preparation, telephone calls, and travel: Two Hundred Fifty Dollars (\$250.00) per hour (Hourly Rate). A two (2) hour minimum applies when travel away from Consultant's office is required.
- B. Written Report Preparation: Initial Expert Witness Reports and Opposing Expert Rebuttal Reports will be provided on a fixed fee rather than hourly basis. Fee covers all activities directly associated with report production including: supplementary case file review, incidental research, and report preparation. All other written documents will be billed at the Hourly Rate. Payment is due prior to the production of any report.

Written Report fees are as follows:

- 1. Original Expert Witness Reports and Opposing Expert Rebuttal Reports: One Thousand Two Hundred Dollars (\$1,200.00)
- 2. Declarations, Affidavits, Supplemental Reports, and other Documents: Two Hundred Fifty Dollars (\$250.00) per hour with a two (2) hour minimum.
- C. Deposition and other non-trial appearances, including preparation, wait and testimony time: Two Hundred Fifty Dollars (\$250.00) per hour billed in accordance with applicable statutes. A two (2) hour minimum applies. Deposition fee must be received from opposing counsel or Attorney prior to, or at the time of, deposition. Preparation and travel expenses are charged to Attorney. Unless Attorney's account balance is sufficient to cover all anticipated fees and expenses, prepayment of deposition preparation fee and estimated travel expenses plus the balance of any outstanding fees and expenses owed or anticipated to Consultant must be received by Consultant at least five (5) business days prior to the date of deposition.

Cancellation: If cancellation occurs at least seventy-two (72) hours prior to the appearance date, prepayment - less actually incurred preparation time and all outstanding fees and expenses - will be refunded upon request at termination of Consultant's services to Attorney. If cancellation occurs less than seventy-two (72) hours prior to appearance, a two (2) hour cancellation fee applies.

- D. Trial appearance (includes final trial preparation, trial related travel time, wait and testimony time): Appearance day (all or part): Three Thousand Five Hundred Dollars (\$3,500.00). Additional trial related days: Two Thousand Dollars (\$2,000.00) per day prorated in half day (Morning: 7:00 a.m. to 12:00 p.m. – Afternoon: 12:00 p.m. to 6:00 p.m.) increments plus expenses. Prepayment of the appearance day and any anticipated additional days plus any fees and expenses owed or anticipated to Consultant (including outstanding fees owed by the opposing parties) must be received by Consultant at least seven (7) business days prior to the date of trial. Consultant requires that Attorney facilitate payment of any outstanding deposition or other fees owed by opposing parties or pay those fees.

Cancellation: If cancellation occurs at least seventy-two (72) hours prior to the scheduled appearance date, prepayment - less completed preparation time at Hourly Rate and all outstanding fees and expenses - will be refunded upon request at termination of Consultant's services to Attorney. If cancellation occurs less than seventy-two (72) hours prior to the scheduled appearance date, prepayment - less completed preparation time at Hourly Rate, a One Thousand Five Hundred Dollar (\$1,500.00) cancellation fee, and all outstanding fees and expenses - will be refunded upon request at termination of Consultant's services to Attorney. Cancellation on the scheduled appearance date incurs the full Trial Appearance fee.

- E. On-Call Time: When Consultant is expected to remain available for a trial appearance on a date uncertain (On-Call), or for any other purpose, attorney will be billed at a rate of One Thousand Dollars (\$1,000.00) per day – pro-rated in half day increments and commencing on the first anticipated appearance day - when Consultant is on-call from his Santa Paula, CA, Las Vegas, NV or Scottsdale, AZ office locations. On-Call time from any other location will be billed at Two Thousand Dollars (\$2,000.00) per day – pro-rated in half day increments. Prepayment is required.
- F. Travel Time: Travel time is billed at a rate of Two Hundred Fifty Dollars (\$250.00) per hour for all in-transit time.

Travel time is calculated portal to portal from Consultant's office (Santa Paula, CA, Las Vegas, NV, or Scottsdale, AZ) nearest the destination. Consultant does not charge for travel time between Santa Paula, CA, Las Vegas, NV, and Scottsdale, AZ.

- G. Designation Without Payment Fee: Designation or disclosure of Consultant as an Expert Witness in any matter, or use of Consultant's name in conjunction with any legal proceeding prior to payment of the Initial Retainer to Consultant will incur a fee of Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence. This fee is exclusive and separate from any other fee or payment that may be payable to Consultant. This fee is solely compensation for the unauthorized designation or disclosure of Consultant as an Expert Witness or other prohibited use of Consultant's name. Payment of this fee in no way binds or otherwise obligates Consultant to provide any service or undertake any work on Attorney's behalf.

4. Meals, lodging, private and commercial air travel, rental vehicles and other ground transportation, and incidental expenses are billed at actual cost. Prepayment or direct payment by Attorney will be required for travel time and expenses. When applicable, Attorney may be charged for mileage at the prevailing IRS rate.

5. Consultant reserves the right to select the method of travel. However, unless otherwise agreed upon, Attorney will be charged based on the least expensive travel method reasonably available, regardless of the method chosen.

6. Assignments requiring travel to a destination in excess of one hundred (100) statute highway miles, one way, from Consultant's nearest office (Santa Paula, CA, Las Vegas, NV, or Scottsdale, AZ), which cannot be completed in ten (10) hours or less, will require overnight lodging and expenses.

7. Attorney's account shall be considered delinquent if not paid within thirty (30) days of the invoice date. Late charges at the legal rate may be added to invoices not paid within thirty (30) days.

8. Consultant may suspend all work on Attorney's behalf should Attorney's account become delinquent or should an invoiced deposit payment not be made within the specified time frame. Work will resume only upon full payment of all unpaid fees and expenses, delinquent and non-delinquent, plus any required prepayments for future anticipated work. This does not relieve Attorney in any way from payment for services rendered or expenses incurred.

IV. CONFIDENTIAL INFORMATION

Consultant regards all non-public information obtained from, or on behalf of, Attorney in this matter as confidential and shall not disclose such information unless Consultant has obtained the expressed prior consent of Attorney or is otherwise forced, compelled, or required to disclose such information by operation of law or applicable government authority.

V. TERMINATION OF SERVICES

1. Either party may terminate this agreement and service at any time without cause and without penalty upon ten (10) days' written notice to the other party, by first class mail.

2. 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.

VI. GENERAL

1. All actions arising out of the performance of this Agreement shall be governed by the laws of the state having jurisdiction over the matter.

2. Attorney agrees to pay all costs incurred by Consultant, including his time and reasonable attorney's fees, in the collection of delinquent fees. Any legal proceedings will be litigated in the state having jurisdiction over the matter and in Clark County, Nevada, Ventura County, California, or Maricopa County, Arizona as applicable.

VII. INTEGRATION AND SEVERABILITY

1. This agreement constitutes the entire agreement between the Attorney and the Consultant, superseding all previous discussions and agreements respecting the services described herein. This agreement may not be modified in any respect unless the modification is contained in writing, signed by both the Attorney and Consultant.

2. If any term or provision of this agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of the jurisdiction in which it is sought to be enforced, it shall not affect the validity of any other clauses or provisions of the agreement, which shall remain in full force and effect.

The terms of this agreement are understood and accepted:

BY: _____
Attorney Signature

DATED: _____

Print Name

Law Firm

CASE DESCRIPTION

Civil Criminal For: Plaintiff / People Defense

Case name: _____

Court name: _____

Case number: _____

NOTICE TO ATTORNEY: Please sign and date the Agreement and provide requested description information. Send Agreement and retainer fee to: Robert A. Gardner, CPP - 590 W. Main St., Suite 101, Santa Paula, CA 93060. Effective Date: July 1, 2011 (Revision: FCA-2011-0701-NV-US)