



Utility Damage Investigations, LLC

Utility Damage, Claims & Insurance Consulting • Expert Witness Services

Fees: Retainer

Non-refundable Engagement / Retainer Fee

\$2,500.00/LS

Initial consultation, client meeting, conflict check, interview, case analysis and client setup

Fees: Hourly Rates:

Consulting (Principal or Associate):

\$200.00/Hr.

Consulting is understood to include but not limited to review, analysis, calculations, conclusions, and preparation of reports. Fees will be billed by the quarter of an hour, with a minimum charge for any discrete task of one half of an hour.

Testimony (Principal or Associate):

\$350.00/Hr.

Testimony rate shall apply at deposition or trial, both while Consultant is waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent providing testimony, billed in hourly increments.

Travel Time (For Testimony)

\$200.00/Hr.

Travel Rate shall apply for all time to travel for testimony purposes, portal to portal. This fee is exclusive of travel costs (flights, trains, rental vehicle, ground transportation, mileage and related fees).

Damage Investigator

\$175.00/Hr.

Onsite Damage Investigator to document site, create measured sketches, interview site personnel, compile damage report and provide preliminary assessment of responsibility and other discretionary tasks as may be assigned by Consultant.

Travel Time (Consulting or Investigation)

\$125.00/Hr.

Travel Rate shall apply for all time to travel for consulting or investigation purposes, portal to portal. This fee is exclusive of travel costs (flights, trains, rental vehicle, ground transportation, mileage and related fees).

Assistant

\$95.00/Hr.

Assistant may be utilized for tasks such as research, scheduling, document delivery or retrieval, copying, compilation of report materials and other discretionary tasks as may be assigned by Consultant.

Reimbursable Expenses:

- Travel by Car: \$0.58 cents per mile; or current IRS allowable
- Travel by Air or Train: Actual cost of the round-trip business class ticket, + 10% handling fee.
- Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at actual cost + 10% handling fee.
- Lodging: For any travel of more than eighty (80) miles from home office, Consultant shall be reimbursed for the cost of meals and lodging, + 10% handling fee.
- Car Rental: In the event of travel beyond the local area by plane or train, Consultant shall be compensated for a mid-sized rental car and any associated expenses, + 10% handling fee.
- Graphics/Graphic Design/Exhibits: At cost plus 10%



Assumptions, Understanding & Exclusions:

Unless otherwise instructed, or unless refundable tickets are not available, Consultant will purchase refundable tickets up to and including business class fares for any necessary travel. Consultant shall invoice for travel expenses at actual cost plus 10% handling and processing fees.

Should Client request Consultant purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, Client shall reimburse Consultant for the cost of any non-refundable ticket at the actual cost plus 10% whether or not the ticket is used.

Pursuant to this agreement, Consultant will provide services to Client as an independent professional. Payment for the services provided is not dependent upon Consultant's findings, nor on the outcome of any damage investigation, report, legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between Client and any other person or party. Consultant is retained by Client, and is under no obligation to provide services to any successor or firm.

Client agrees to compensate Consultant for services rendered as follows:

Fees for Consultant services: Except as outlined herein, shall be paid by Client at the identified rate according to the attached fee proposal for all tasks performed under this agreement, including but not limited to investigation, analysis, calculations, conclusions, and preparation of reports. Any additional fees will be billed by the quarter of an hour, with a minimum charge for any discrete task of one half of an hour.

At times, Consultant may require the services of an Assistant or Associate. Assistant or Associate may be utilized for tasks such as site reviews, site investigations, site documentation, damage investigations, research, scheduling, document delivery or retrieval, copying, compilation of report materials and other discretionary tasks as may be assigned by Consultant. Consultant will be reimbursed at the rate per hour according to the attached fee proposal for services performed by Assistant or Associate, with fees to be billed by the quarter of an hour with a minimum charge for any discrete task of one half of an hour.

Graphic Design and Exhibit Preparation: Consultant will be reimbursed for time spent preparing graphics or exhibits at the rate per hour according to the attached fee proposal, regardless of who performs the associated services. In the event that Consultant outsources the preparation of graphics or exhibits, Consultant shall be reimbursed for the actual cost of the outsourced services, plus a ten percent (10%) handling fee; however, the fee for outsourced services shall not exceed the rate of \$100.00 per hour without prior approval. The fees outlined in this paragraph do not include the cost of materials.

Notifications:

- Client will notify Consultant of all Parties to the contemplated action allowing Consultant to withdraw in the event of a Conflict of Interest.
- Client will notify Consultant as to final disposition of the subject case within 30 days of any verdict, settlement or disposal.



Scheduling:

To the extent possible, Client shall provide sufficient advance notice to Consultant for items or events requiring Consultant participation including, meetings, reviews, depositions and trial testimony. Client shall provide a minimum of five (5) business days advanced notice for all meetings, reviews, depositions and testimony. Last minute cancellations (defined as notification of cancellation less than 24 hours prior to scheduled event) are subject to a \$200 cancellation fee plus any associated non-refundable fees for any required or anticipated travel.

Ethics:

Consultant may withdraw if Client breaches ethics rules. Consultant strives to maintain high ethical standards and maintain impartiality, confidentiality and professionalism.

Case Files & Documents

Client shall provide Consultant all relevant non-privileged documents associated with the matter at hand. In the unlikely event that Client fails to provide all relevant non-privileged case documents Consultant will not be required to offer an opinion. Client shall provide such documents sufficiently ahead of anticipated case schedule so as to provide adequate time for Consultant to review evidence and proffer opinion.

Client is responsible for all payments as outlined in this contract, regardless of any arrangement Client may have with any party or parties represented. Consultant will issue invoicing on a weekly / bi-weekly or monthly basis, or whatever other interval deemed appropriate. Invoices are due on receipt and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, Consultant shall have the unrestricted right to resign from performing additional services for the Client on any and all cases that Consultant is working on for Client firm. All outstanding balances will remain due and payable and all efforts of collection shall be utilized including; retention of legal counsel and referral to a debt collection agency. All collection costs, including reasonable attorney fees, will be the responsibility of the debtor. Utility Damage Investigations, LLC / UDI, LLC reports credit and collection efforts to Dunn & Bradstreet.

Utility Damage Investigations, LLC is a Florida and Texas registered Limited Liability Company with offices in Florida and Texas. It is anticipated that work associated with this agreement shall be performed primarily from our offices in Texas.



Utility Damage Investigations, LLC

Utility Damage, Claims & Insurance Consulting • Expert Witness Services

This agreement shall be interpreted under the laws of the State of Texas. Any litigation under this agreement shall be resolved in the trial courts of Collin County, State of Texas.

Your signature below represents your agreement with the terms set forth herein. Please return a signed copy of this letter to my office.

Sincerely,

Utility Damage Investigations, LLC

A handwritten signature in blue ink, appearing to read 'G. Jeffries', with a stylized flourish at the end.

Greg Jeffries, CUC 1224926
Subject Matter Expert

Accepted and Agreed:

Date: _____

By: _____

Printed Name: _____

Title: _____