

NEGRI, TORRES & FIGUEROA-CONTRERAS

ATTORNEYS AT LAW • ABOGADOS • ADVOGADOS

3 September 2015

Via USPS Priority Mail Express with Delivery Tracking

Rogerio C. Scotton
Register No. 99370-004
D. Ray James Correctional Institution
Inmate Mail/Parcels
P.O. Box 2000
Folkston, GA 31537

Re: Rogerio Chaves Scotton

Dear Mr. Scotton:

Your response is requested. I thank you for your tremendous patience over the past month, as I have experienced several unrelated and unanticipated delays in reviewing and completing the multiple packages to send to you under separate cover. We are sending each topic (i.e., the very voluminous FOIA response with flagged redactions/withholdings, FOIA response with audio/video recording, confirmation of administrative appeal and draft FOIA complaint; information and response re: immigration detainer/bond request; civil grievance documents and draft (Section 1983 civil rights) complaint; bond motion and supplemental filing, etc.) separately from this letter; current Fedex case information, etc). We are also returning to you all original files, of which we have made the requested copies.

As I mentioned in earlier correspondence, because you have chosen to terminate us prior to completion of the anticipated representation, **I absolutely agree that fairness dictates that you should be entitled to a return of a portion of the attorney's fees (Engagement Fee) paid to our law firm by third-party Joao Lino.** Pursuant to your telephone conversation with our paralegal Emilio D'Arce, we would be willing to comply with your request and return a portion of the Engagement Fee paid by Mr. Lino, directly to you. Because we were hired on a flat-fee, immediately earned basis rather than an hourly (retainer) basis, we did not keep an exact record of all time spent working on your case. I have had to review all time (including the travel and prison visits) and approximate. Emilio and Kimiko have reviewed their phone calls, mailings, photocopies, PACER downloads and other administrative tasks.

As Mr. D'Arce advised you, of the \$60,000 flat-fee Engagement Fee, we offer to return to you the amount of \$25,000.00 (Twenty Five Thousand and 00/100 U.S. Dollars), and we consider this sum a fair settlement of the time spent thus far/work already done, based on our standard hourly rate. As you know and as is posted online, my standard hourly rate is \$400/hour. Most administrative (non-legal) tasks in your case, however, were completed by our senior paralegal and an administrative assistant. Their hourly rates are much lower, at \$120 and \$85 respectively.

Pursuant to Mr. Lino's request and your request, the separate costs deposit paid to us, i.e. \$2,000.00 (Two Thousand and 00/100 U.S. Dollars), was unused and returned to you in its entirety at the beginning of the representation via payment to your mother, Marina C. Colon, as she required assistance in covering certain expenses. Rather than requiring another costs deposit to replace the one sent to your mother, Mr. Lino agreed to reimburse our firm for any costs,

MIAMI OFFICE: THE MINORCA, 2030 SOUTH DOUGLAS ROAD, SUITE 214

CORAL GABLES, FLORIDA 33134 US

TEL. (+1) 305-639-8599 / FAX: (+1) 305-397-1384

WEB: WWW.NEGRI-TORRES.COM / E-MAIL: MIAMI@NEGRI-TORRES.COM

which include, but are not limited to: photocopying charges, PACER charges, airfare, lodging and automobile rentals. Mr. Lino asked that we invoice him for payment of costs, but, given the current situation, we will not be doing so and will have no choice but to waive all costs incurred to date.

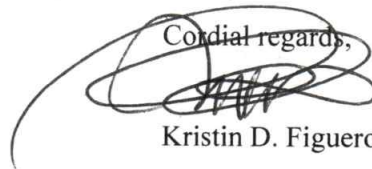
Unless you choose otherwise, we will remain on the FOIA case through the completion of the administrative appeal and final adjudication of the anticipated FOIA lawsuit. It is likely that this administrative appeal will be denied, as they routinely are, and that you will have to proceed with the actual lawsuit in order to fight for your right to the extensively withheld information from your file. You

Our payment of the \$25,000.00 sum to you as a partial reimbursement of the Engagement Fee would resolve any and all outstanding disputes between you and our law firm and/or me. If you are in agreement, please sign below and return to me in the enclosed self-addressed envelope.

If you are in disagreement with this sum, I ask that you please either respond directly to me in writing. I am enclosing a pre-paid, self-addressed envelope for this purpose. You may also contact our office so that we may arrange for a call. Please note, there have been several occasions when you have called, and my staff has accepted the call, but the line falls and the call is never connected.

Thank you and I look forward to receiving your response.

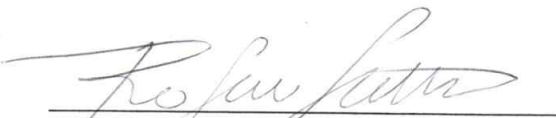
Cordial regards,



Kristin D. Figueroa-Contreras

I, Rogerio Chaves Scotton, am in agreement with all of the above and hereby authorize NEGRI, TORRES & FIGUEROA-CONTRERAS, PLLC, to remit the aforementioned sum of \$25,000 to my mother, MARINA C. COLON, to whom I have granted a power-of-attorney and who will receive and be able to deposit same payment on my behalf.

Dated: MAY, 10, 2016.



Rogerio C. Scotton
D. Ray James CI
P.O. Box 2000
Folkston, GA 31537

NEGRI, TORRES & FIGUEROA-CONTRERAS, PLLC
MIAMI OFFICE: THE MINORCA, 2030 SOUTH DOUGLAS ROAD, SUITE 214
CORAL GABLES, FLORIDA 33134 US
TEL. (+1) 305-639-8599 / FAX: (+1) 305-397-1384
WEB: WWW.NEGRI-TORRES.COM / E-MAIL: MIAMI@NEGRI-TORRES.COM

AFFIDAVIT/INFORMATION

Comes now by and through this Affidavit/Information, Rogerio Chaves Scotton, reg no: 99370-004, housing at D. Ray James C.F. with the address of P.O. BOX 2000 Folkston, Georgia 31537, declare under the penalty of perjury that the following is truth and correct based on my personal knowledge of facts and evidence that the Attorney Kristy Figueroa Contreras took money from Petitioner by false promises to provide legal assistance services to my criminal direct appeal, and has breach a letter contract. The attorney Deceitful conduct has serious prejudice me and my family and consequently has violated my constitutional rights.

A-INTRODUCTION

My name is Rogerio Chaves scotton, an original citizen from Brazil. I have moved to the United States on or about November 13, 1989 in order to pursue a career in Auto Racing when I was only 18 years old.

I have attended numerous racing schools, including SCCA, Sport Car Club, and Skip Barber, which has helped prepare me for my professional race career in many important series including, NASCAR ProCup, NASCAR ARCA, AMERICAN LEMANS, GRAND AMERICAN RACING, SCCA PROCUP and others.

On March 12, 2012, I was wrongfully charge and later tried and convicted unde false allegation of committed the offense of mail fraud pursuant to 18 U.S.C. § 1341 and false statement pursuant to 1001(2) and order to served a term of 108 months imprisonment in the absence of any reasonable orignal audited and verified records, by numerous contradictory testimony and the government side show.

Around November 2014, Attorney Kristy Figueroa Contreras began contact me at prison and my family with the promises to provide effective legal assistance toward my criminal appeal which was at the time pending in front of the Court of appeals for the Eleventh Circuit case 14-12228-A.

The attorney, after receive monetary founds, promises to filed a motion to the Federal Court to withdraw the court appoint attorney and to submitted a notice of appear as the legal counsel for me. However, attorney Contreras has never filed any motion in my behalf, non have the attorney files any notice to appear as my counsel.

Attorney attorney has taking money from me without any contract signed, has refuse to return the money and has breach her own letter contract which she promises to return only \$25,000.00.

Therefore, I am hereby under this Affidavit/Information to request the attorney Kristy Figueroa Contreras to respond the following questions under the penalty of perjury.

1) Did you contanct Mr. Joao Lino concerning Rogerio Chaves Scotton Direct criminal appeal?

2) Did you contacted Ovidio Kalips in any time concerning Rogerio Chaves Scotton criminal direct appeal?

3) Did you contact Carlos and Marina Colon in any time concerning Rogerio chaves Scotton criminal direct appeal?

4) did you ever contacted Rogerio chaves Scotton concerning his criminal direct appeal case 14-1222-8?

5) Have you ever when to prison to contacted Rogerio Chaves Scotton? If yes how many times and what was the reason for this visitation?

6) Did you have ever personal when to Mr. and Ms. Colon House? If you have, what was the reason of this visitation?

7) Did you have ever provide any legal criminal assistance to Rogerio Chaves Scotton?

8) Did you have ever receive any money to provide criminal legal assistance to Rogerio Chaves Scotton.

9) If you receive money to provide legal assistance to Rogerio Chaves Scotton when and how?

10) How the money transaction was done?

11) How much did you charge Rogerio Scotton for your criminal legal assistance?

12) Did you official appear in his criminal case?

13) Did you take into your custody any document or discovery concerning Rogerio Chaves Scotton?

14) Did you signed an contract agreement with Rogerio Chaves Scotton before taking the money? If "yes" when and provide the contracted signed by Rogerio Chaves Scotton. If "no" why Not?

15) On the agreement you have sent to the Florida Bar you mention that Rogerio Chaves Scotton has requested you to filed in his behalf a section 2255 toward his criminal case 1260049, have you filed the section 2255? If "yes" provide with the documentation. If "NO" why not?

16) If you have not filed a section 2255 toward Scotton criminal case, have you refund his money? If "yes" provide documentation. If "NO" why not?

17) Have Mr. Joao Lino requested you office to return the money?

18) Have Ovidio Kalips request to your office to return the money?

19) Have Mr. Carlo Colon and Ms. Marina Colon request the money to be returned?

20) Have you offered Rogerio Chaves Scotton his money back? If "yes" when?

21) Have you returned Scotton his money back?

22) How many times Rogerio Chaves Scotton has requested his money back from you?

23) Have you receive any email from Mr. Carlos Colon and Marina Colon concerning Scotton requesting you to return the money?

24) Did you denied that Florida Bar prohibit a lawyer to obtained money from clients without first a contract agreement being signed.

25) Did Rogerio Chaves Scotton filed a formal complaint with the Florida Bar against you?

26) Did you denied that Scotton attempted to filed a law suit against you in to occasion at Southern District of Georgia and Southern District of Florida?

27) Since you have not provide any legal services to Scotton and will not provide and legal services, why have you not return Scotton his money?

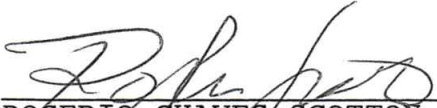
Please respond all the question and provide documentation under the penalty of perjury with 30 days upon receive of this AFFIDAVIT/ INFORMATION.

KRISTY Figueroa Contreras
FLORIDA BAR:

Date: _____

NOTARY PUBLIC

Date: _____



ROGERIO CHAVES SCOTTON
REG NO: 99370-004

Date: 2/14/2007

(see page (7))

NOTARY PUBLIC

Date: _____

State of Georgia
County of Charlton

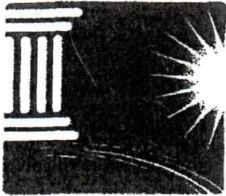
On this 14th day of February, 2017, I certify that the preceding document, "Letter to Attorney Kristy Figueroa Contrera", was signed in my presence by Rogerio Scotton, DRJCF #99370-004. To the best of my knowledge, the document is neither a public record nor a publicly recordable document.

Personally Known
 Produced Identification
Type of ID DRJCF 99370-004



Gail E. Davis
Signature of Notary

Gail E. Davis
Name of Notary
Notary Public, State of Georgia



NEGRI, TORRES & FIGUEROA-CONTRERAS

ATTORNEYS AT LAW • ABOGADOS • ADVOGADOS

3 de novembro de 2014

Via USPS Regular Mail

Rogério Chaves Scotton
BOP Register No. 99370-004
D. Ray James Correctional Institution
Inmate Mail/Parcels
P.O. Box 2000
Folkston, GA 31537

Prezado Sr. Scotton:

Meus melhores cumprimentos.

Eu sou a advogada que representou ao Sr. João Lino e seus dois empregados no seu caso criminal aqui em Miami há alguns meses atrás. Eles são os angolanos que estavam reclusos junto com o Sr. no presídio federal de Miami.

O Sr. Lino me disse que o Sr. tinha umas perguntas sobre seu caso e me pediu para entrar em contato com o Sr. Eu sou advogada criminalista e de imigração.

Por favor, guarde meu endereço e telefone e sinta-se à vontade em me contatar com as suas dúvidas. Obrigada.

Atenciosamente,

Kristin D. Figueroa-Contreras
kristy@negri-torres.com

RECEIVED

NOV 30 2015

The Florida Bar - ACAP
Tallahassee, Florida

Check Details for Check Number 4042

Post Date	Amount	Account number	Routing number
2015-02-26 00:00:00.0	\$2,000.00	229036982986	06300004

Check Images (Front and Back)

DEORA TORRES AND PASCUAL GONZALEZ, P.A.
 580 SOUTH POLKAS ROAD, SUITE 876
 CORAL GABLES, FL 33134
 TEL. 305-659-2328

Bank of America
 ACH R/T 088100277

4042
 02/24/2015

PAY TO THE ORDER OF **Marina Colon**

Two thousand and 00/100

Marina Colon
 7787 GULF CIRCLE DRIVE
 APARTMENT #204
 MARGATE, FL 33069 US

MEMO **ROGERIO SCOTTON**

\$ 2,000.00 DOLLARS

[Signature]

⑈004042⑈ ⑆063000047⑆ 289036982986⑆

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE

Marina Colon

Security Features

- Microprint Line
- Color Shift Ink
- Security Thread
- Ultraviolet Fibers
- Artificial Watermark
- Invisible Fluorescent
- Fluorescing Ink
- VOID Sequence

Check for the following security features:
 - Microprint Line: The words "VOID" are printed in the background of the entire check.
 - Color Shift Ink: The numbers "4042" on the front and back of the check change color when viewed from different angles.
 - Security Thread: A woven security thread is embedded in the paper of the check.
 - Ultraviolet Fibers: The fibers are visible in the background of the entire check when viewed under ultraviolet light.
 - Artificial Watermark: The words "VOID" are printed in the background of the entire check.
 - Invisible Fluorescent: The words "VOID" are printed in the background of the entire check.
 - Fluorescing Ink: The words "VOID" are printed in the background of the entire check.
 - VOID Sequence: The words "VOID" are printed in the background of the entire check.

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Tracking Number: 70163560000003185597



Product & Tracking Information

[See Available Actions](#)

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
June 7, 2017, 1:03 pm	Delivered, Front Desk/Reception	FORT LAUDERDALE, FL 33301
Your item was delivered to the front desk or reception area at 1:03 pm on June 7, 2017 in FORT LAUDERDALE, FL 33301.		
June 6, 2017, 8:07 pm	Departed USPS Destination Facility	MIAMI, FL 33152
June 6, 2017, 5:25 pm	Arrived at USPS Destination Facility	MIAMI, FL 33152
June 5, 2017, 11:04 pm	Departed USPS Facility	JACKSONVILLE, FL 32203

[See More ▾](#)

Available Actions

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[See Less ▲](#)

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[FAQs \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 70160910000091792783



Product & Tracking Information

See Available Actions

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
March 30, 2017, 2:12 pm	Delivered, To Mail Room	MIAMI, FL 33134
Your item has been delivered to the mail room at 2:12 pm on March 30, 2017 in MIAMI, FL 33134.		
March 30, 2017, 1:21 am	Departed USPS Facility	MIAMI, FL 33152
March 29, 2017, 1:45 pm	Arrived at USPS Facility	MIAMI, FL 33152
March 28, 2017, 10:09 pm	Departed USPS Facility	JACKSONVILLE, FL 32203

Available Actions

- Text Updates
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Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent To
ATTORNEY KRISTY FIGUEROA CONTRERAS
 Street and Apt. No., for PO Box No.
2030 SW 11th Ave, Suite 214
 City, State, ZIP+4®
MIAMI FL 33134

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Handwritten notes: ROBERT C. SCOTTON #19370-004, JACKSONVILLE GA, MAR 28 2017, 31537-9998, Postmark Here, HZ-12H

See More v

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)

March 28, 2017


ATTORNEY KRISTY FIGUEROA CONTRERAS
2030 SOUTH DOUGLAS ROAD
SUITE 214
MIAMI, FL 33134

RE: UNITED STATES v. ROGERIO CHAVES SCOTTON
CASE NO: 1260049-FAM
"AFFIDAVIT/INFORMATION"

Notice of Default

The purpose of this letter/document, is to serve you with a notice of default as a option to cure your failure to respond to the AFFIDAVIT/INFORMATION in the time fashion, and is now in default under the commercial laws.

Therefore, you have been properly notify under this notice of default document that you have 3 days to respond to the AFFIDAVIT/INFORMATION UNDER THE PENALTY OF PERJURY, in which you have received by certify mail. I have attempted to being a peaceful citizen of honor and truth, not wanting to go to war or take this matter to the courts. However, your failure to respond could result to a summary of judgment against you.



ROGERIO CHAVES SCOTTON
REG NO: 99370-004
D. RAY JAMES C.F.

February 14, 2017

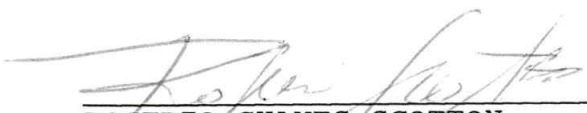
ATTORNEY KRISTY FIGUEROA CONTRERA
2030 SOUTH DOUGLAS ROAD
SUITE 214
MIAMI, FL 33134

RE: AFFIDAVIT/INFORMATION

Attorney kristy Figueroa Contreras,

The purpose of this letter is only to serve you with the AFFIDAVIT INFORMATION which is attach to this letter.

The Affidavit/Information has numerous question which you must answer under the penalty of perjury within 30 days after receive.



ROGERIO CHAVES SCOTTON
REG NO: 99370-004
D. RAY JAMES C.F.
P.O. BOX 2000
FOLKSTON GA 31537

AFFIDAVIT OF EMILIO D'ARCE

COMES NOW the Affiant, Emilio D'Arce, and declares and certifies that the following is true, correct and based on his personal knowledge.

1. I am the senior paralegal to Kristin Figueroa-Contreras, Esq. of Negri, Torres & Figueroa-Contreras, PLLC. I have been employed in this capacity for over seven (7) years.
2. I am responsible for preparing, copying and sending all correspondence on behalf of attorney Figueroa-Contreras. I am also responsible for opening, scanning and photocopying all correspondence sent to attorney Figueroa-Contreras.
3. The letter dated June 1, 2015 that is attached to Mr. Scotton's August 25, 2015 Florida Bar Inquiry/Complaint Form was never received by our office.
4. Our office has sent Mr. Scotton a copy of his retainer agreement on at least three (3) separate occasions on the past. Another copy of the retainer agreement is attached hereto as Exhibit "A".
5. Mr. Scotton has been mailed a copy of his entire file from our office.
6. Mr. Scotton attempted to call our office twice on September 24, 2015. Each time, I accepted the call and each time, the call was disconnected.

FURTHER AFFIANT SAYETH NOT.



Emilio D'Arce

CERTIFICATION OF NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF MIAMI DADE

I HEREBY CERTIFY that, on this 29 day of September 2015, the foregoing was sworn to and subscribed before me by EMILIO D'ARCE, who is personally known to me.



Notary Public, State of Florida

[Affix seal here:]



May 10, 2016

NEGRI, TORRES & FIGUEROA-CONTRERAS
ATTORNEY AT LAW.
ATTN KRISTIN D. FIGUERO-CONTRERAS
2030 SOUTH DOUGLAS ROAD, SUITE 214
CORAL GABLES, FLORIDA 33134 US

RE: UNITED STATES v. ROGERIO CHAVES SCOTTON
CASE NO: 1260049

FIGUEROA-CONTRERAS,

As you already know, the appeal was affirm by the appeal court after two years of sabotage and depravation of rights.

Klugh has complete his mission, in which was given by Rosenbaum and has already submitted a motion to withdraw from the case. Ironic I have requested the appeal court and Klugh itself to withdraw from the case and was deny.

I will attempt to requested the court for a re-hearing, which I believe will be denied anyway due that I have been requested justice and I have been sodomize by everyone involved in the judicial system. No that you care, but that is the truth.

Here is the letter you have send me September 3, 2015 in order to receive some of the money you have taking to work toward my direct appeal. No that I have agree with anything, but my family is very ill, without a car and in financial need.

Before I have to submitted I law suit against you and your firm, I want you to send this money to my mother.

I will not engage into tell you anything any more.
You know what you have done. In fact the appeal was affirm.


I have been work with a lawyer in California that
I have the pleasure to meet him when I was in FDC Miami. SO
he has agree with me and has draft a complaint to filed in the
matter of the damage your firm has cause me.

I do not have anything to lose at this time, and
I do not care about nothing. But I will give you the chance
to do the right thing. Here is your B.S. letter sign by me.

You have claim that the money was to you in order
to do my 2255 application and you have not done that, and I
do not wish to be represented by you or your firm in anything
with respect of my life or legal needs.

Therefore, you need to return the amount of \$25,000.00
(twenty five thousand and 00/100 U.S. dollars), to my mother
as you have not done anything toward my criminal case or a 2255.

I will thank you in advance for your imput in this
matter and to receive the check.


Rogerio Chaves Scotton
REG NO: 99370-004
D. RAY JAMES C.F.
P.O. BOX 2000
FOLKSTON GA 31537

MAY 10, 2016

7015 1520 0002 4866 4436

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



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Street and Apt. No., or PO Box No.

2030 SOUTH DOUGLAS ROAD, #214

City, State, ZIP+4

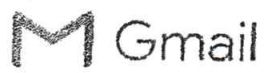
CORAL GABLE, FL 33134

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ROGERIO CHAVES SCOTTON
D. RAY JAMES C.F.
P.O. BOX 2000
FOLKSTON GA 31537
REG NO: 99370-004

TO: LAW OFFICE OF NEGRI, TORRES & CONTRERAS
ATTN: KRISTIN CONTRERAS
2030 SOUTH DOUGLAS ROAD, SUITE 214
CORAL GABLES FL, 33134

LEGAL MAIL!!!



Message de Rogerio

Carlos Colon <taino1124@gmail.com>

Fri, May 20, 2016 at 6:34 PM

To: Kristy Figueroa-Contreras <Kristy@negri-torres.com>

El dia 13 de Maio você receio uma carta acignada por Rogerio para você devolver os \$25,000.00. Você vai a devolver o nao?

LETTER AGREEMENT FOR LEGAL SERVICES

Rogério C. Scotton
BOP 99370-004
D. Ray James Correctional Institution
Attn.: Inmate Mail/Parcels
P.O. Box 2000
Folkston, GA 31537

Dear Mr. Scotton:

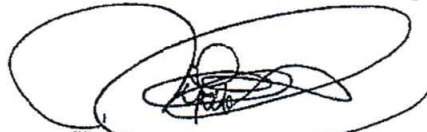
1. The purpose of this letter is to set forth and confirm our understanding with respect to the agreement for your payment of attorneys' fees and costs, and our rendering of legal services on your behalf. Our representation pursuant to this Agreement shall become effective upon our acceptance of employment.
2. You have retained this firm to represent you in connection with your pending I-247 immigration detainer (including ATD/bond request); DHS Freedom of Information Act request and administrative appeal; Bureau of Prison civil grievance (administrative remedies); and potential 28 USC 2255 proceedings relating to *United States v. Scotton*, SDFL Case No. 12-CR-60049. You acknowledge that we have made no promises or guarantees regarding the outcome of your case. Instead, we have discussed with you the unpredictability of most legal matters, especially litigation.
3. This representation is on a flat-fee basis. The attorney's fee for this representation is a flat-fee of \$60,000 (Sixty Thousand and 00/100 U.S. Dollars). You agree that this fee is reasonable, immediately earned (earned on receipt), and is not based on an hourly rate. This fee will be deposited into our general operating account and will not be deposited into our client trust account. The Engagement Fee does not cover any costs. Even though the fee is earned on receipt, you may nevertheless discharge us at any time and in that event may possibly be entitled to a partial or total refund upon the time and value of the legal services provided prior to discharge.
4. Your Engagement Fee has been paid in its entirety by a third party, Mr. Joao Dos Santos Lino, and you have consented to this arrangement. There is no known conflict of interest, and this third-party payor does not interfere with our professional judgment or relationship with you. In accordance with Rule 4-1.6 (Confidentiality of Information), you and the third party understand that our ethical duties of confidentiality and communications are owed to you only. All decisions regarding the legal status and strategy of your case shall be discussed only with you and not the third party, unless you give express written permission. Any refund shall be returned to the party who provided the funds.
5. You are responsible for any out-of-pocket costs incurred on your behalf in connection with the representation. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long-distance telephone calls, Federal Express/UPS/DHL, courier services, photocopies (billed at \$0.15 per page), and online database retrieval charges (such as Pacer, Lexis and Westlaw). We are not taking a costs deposit to cover these costs at this time and will instead invoice and request reimbursement from you on a periodic basis. It is our understanding that the above-referenced third-party payor will be reimbursing us for all out-of-pocket costs incurred hereunder.

NEGRI, TORRES & FIGUERDA-CONTRERAS, PLLC
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6. If it becomes necessary to take the deposition of a party or other witness, we may require a cost deposit. If such deposit is requested, it will be held in our trust account until we are invoiced by the court reporter.
7. If appropriate and necessary to the complete preparation of your case, we shall obtain your verbal approval for the utilization of our private investigator. He or she will then make separate arrangements with you to provide you with an itemized billing statement for services rendered and costs incurred.
8. In other cases where it is necessary to employ the services of an expert, accountant or other professional, we would appreciate your making separate arrangements with that person or firm to provide you with an itemized billing statement for services rendered and costs incurred.
9. We appreciate your expression of confidence in our work, and assure you that we will strive to obtain a resolution of this matter in a professional and cost-effective manner. Your duty is to cooperate fully with this Firm and be truthful at all times.
10. At the end of the representation, we will turn over a copy of your case file to you, at your cost. If you do not want a copy of your file, you agree the file may be destroyed in accordance with our document retention policy. Currently, it is our policy to destroy files ten (10) years after the termination of the representation.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN THIS OR ANY LEGAL MATTER.

Please feel free to call me if you have any questions regarding the fee agreement as set forth herein. If not please execute the enclosed photocopy of this letter and return it to my office at your earliest convenience.



K. Figueroa-Contreras, Esq., on behalf of
NEGRI, TORRES & FIGUEROA-CONTRERAS, PLLC

ACKNOWLEDGED AND AGREED on this _____ day of _____, 2015 by:

ROGERIO C. SCOTTON

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