

Please allow this letter to confirm your case request, in which you requested our office to conduct an accident reconstruction and/or biomechanical analysis of the above-referenced matter. Please forward digital copies of any accident/incident reports, deposition transcripts (if/when available), recorded statement or interview transcripts, vehicle damage estimates, and photographs. Digital photographs are preferred; however, original photographs, or color copies of any photographs must be supplied. All other file materials should be digital, otherwise time and expense to scan the documents will be billed. Finally, all file materials must be received in a timely manner to ensure that a proper analysis will be performed.

Acceptance of this assignment on our part in no way implies an analysis favorable to your client. All analyses will be conducted based on our experience, education, training, and research in the field of accident reconstruction and biomechanics as well as the available scientific literature.

Invoicing will be conducted at a rate of:

- \$475/hr. for Brian K. Jones, MSBE, PE, ACTAR, CXL case work and \$575/hr. for testimony or \$675/hr. for videotaped;
- \$350/hr. for Justin R. Brink, MSBE, CXL case work and \$450/hr. for testimony or \$550/hr. for videotaped;
- \$300/hr. for Scott C. Swinford, BSME, ACTAR case work and \$400/hr. for testimony or \$500/hr. for videotaped;
- \$250/hr. for Jeremy S. Nelsen, BSME case work and \$350/hr. for testimony or \$450/hr. for videotaped;
- \$225/hr. for Alexander D. Szepelak, BSME case work and \$325/hr. for testimony or \$425/hr. for videotaped;
- \$225/hr. for Kevin T. Imada, BSME case work and \$325/hr. for testimony or \$425/hr. for videotaped;
- \$225/hr. for Dora Chiang, BSME case work and \$325/hr. for testimony or \$425/hr. for videotaped;
- \$225/hr. for Michael A. Jorgensen, BSME case work and \$325/hr. for testimony or \$425/hr. for videotaped;
- \$225/hr. for Cole M. Vigil, BSME case work and \$325/hr. for testimony or \$425/hr. for videotaped;
- \$325/hr. for Deposition Digest/Review;
- \$325/hr. for Scene Inspections/Surveys;
- \$275/hr. for Scaled AutoCAD Diagrams;
- \$250/hr. for Graphic Animator case work;
- \$200/hr. for Engineer Level II case work;
- \$125/hr. for Technician time;
- \$125/hr. for Administrative Assistance time;
- \$100 for 3D Laser Scanner fee;
- \$50/vehicle for EDR Plug In fee; and
- \$300/vehicle for Heavy Vehicle ECM/Infotainment Plug In fee.

Expenses relating to provided services will be included in the monthly bill. Such expenses may include travel expenses, photographs, and other relevant expenses. All work required within ten (10) days may be charged an expedited rate of approximately 1 1/3 times the standard hourly rate. Any estimate of costs may vary substantially due to changes in the scope of services requested by you, or because of circumstances which could not reasonably have been anticipated on the date of this letter.

Billing for the time accrued by personnel of American Bio Engineers on the subject case during each month will occur on a MONTHLY basis with the invoice DUE UPON RECEIPT. Payment will not be contingent on the receipt of a written report containing case opinions from American Bio Engineers. An unpaid balance that remains outstanding thirty (30) days after the date of our monthly invoice will accrue interest at an annual rate of five percent (5%) on the unpaid balance. **Payment of our services is not contingent on the outcome of your case and is not dependent on your arrangement with your client or with any other source. **Retainer Fees, in the amount of \$1,500.00 or less, will NOT be refunded. ****

If payment is to be received from a third party, please contact us or feel free to add the third party's appropriate billing information on this agreement. A signature on this agreement with accompanying billing information from the third party responsible for payment may be substituted. However, please note that signing this agreement binds the signatory to all of the terms and conditions contained within.

We reserve the right to cease all work on delinquent accounts (i.e., 60 or more days past due). If we are forced to proceed with legal action to collect the monies due and owing, the client agrees to pay any legal fees and expenses incurred. **It will not be our responsibility to collect monies directly from any plaintiff, defendant, insurance company or other involved party.** Further, we may require and request that you maintain a minimum balance retainer at all times. Prior to any testimony provided at deposition or trial, we require that all invoices be paid in full and may request a retainer amount in advance. We request that you sign this original letter and return it to our office as soon as possible. Until we receive a signed copy of this letter, we WILL NOT undertake any work on your behalf. If this letter AND the requested documents are not returned to our office within ten (10) days, American Bio Engineers, LLC reserves the right to accept retention by other parties in this action.

Our office will continue to perform work per this agreement until such time as we are requested, in writing, to stop work or notified as to the closure of this case. You are responsible for all fees and costs incurred until such notice is received. If there are questions concerning any of the terms contained within this agreement, please contact our office immediately.

We look forward to working with you in this matter. If you have any questions, please do not hesitate to contact our office. Please forward (if/when available) digital copies of any accident/incident reports, deposition transcripts, recorded statements or interview transcripts, vehicle damage estimates and photographs to admin@americanbioengineers.com.

Please send all written correspondence or material to 7272 E. Indian School Rd. Ste. 540, Scottsdale, AZ 85251