



F O C U S
F O R E N S I C S

CHICAGO
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Please Respond to
Administrative Address:
133 East 143rd Avenue
Tampa, FL 33613

August 28, 2024

James Hough, Esquire
Eichhorn & Eichhorn LLP
2929 Carlson Dr, Suite 100
Hammond, IN 46323

Re: Pullo v. Munster

Dear Mr. Hough:

Thank you for your interest in retaining Focus Forensics, LLC (Focus Forensics). The terms of the engagement between Focus Forensics and Eichhorn & Eichhorn LLP (collectively the "Parties") are set forth below. Please acknowledge your acceptance of these terms by signing and dating this agreement in the space provided below. Please return the signed original agreement.

Scope of Services

Our services may include, but are not to be limited to some or all of the following: initial review and conference; investigations, inspections, evidence documentation; engineering analysis and reconstruction; review of relevant codes and standards; verbal report (written report upon request); preparation of trial exhibits; expert testimony; and additional services as requested. If a computer animation of an accident is required, it will be negotiated separately.

Retainer

Before we can begin work, you will be required to submit an initial retainer to Focus Forensics in the amount of \$2,000.00. You may not use Focus Forensics' name, or the name of any professional or employee associated or affiliated with Focus Forensics on any witness list until such time as the initial retainer has been paid in full. If a signed contract and retainer payment have not been received within sixty (60) days Focus Forensics reserves the right to end the engagement and work for other parties.

The initial retainer will be credited towards the balance due on your first invoice(s) until the retainer is exhausted. After the initial retainer is exhausted, Focus Forensics reserves the right to request the payment of a subsequent retainer as a condition precedent to its continuing engagement in this matter. The initial retainer is non-refundable, as its payment guarantees Focus Forensics' exclusive representation in connection with this matter. The retainer is not intended to be an estimate of the total cost of the work identified and described above in the Scope of Services.

Fee Schedule

Focus Forensics' fees are based upon the payment of hourly rates set forth in the 'Fee Schedule'. By entering into this agreement, you are agreeing to pay Focus Forensics for all of the fees associated with the work Focus Forensics performs in connection with this engagement and to reimburse Focus Forensics for all costs and expenses incurred. Such costs and expenses (including outside counsel fees) may also include those amounts Focus Forensics reasonably incurs in protecting its confidential and propriety information including, but not limited to, the confidential salary and compensation information of its professionals.

Reimbursement rates for photocopies, digital photos, scans, reproduction, mileage, total stations, crash data retrieval system and engine control module downloads are also set forth in the Fee Schedule. All other expenses incurred by Focus Forensics during the course of this engagement will be billed to you according to the actual costs incurred, without mark-up. The hourly rates and costs described in the Fee Schedule are subject to change without notification, on an annual basis, beginning on January 1st of each year.

Upon request, Focus Forensics may agree to provide temporary storage space for evidence at a reasonable fee, which the client agrees to pay monthly. Any evidence fees will be included in the monthly invoices. Disposal of stored evidence after Focus Forensics' services are deemed no longer needed is the responsibility of the client.

By entering into this engagement, you acknowledge and agree that Focus Forensics has not provided you with a figure for the total amount of fees and costs in connection with this engagement. If Focus Forensics provided you with an estimated total for budgeting purposes prior to the date of this agreement, that estimate may not have any relation to the actual total of fees and costs incurred during the course of this engagement.

It may be necessary for Focus Forensics to incur travel expenses in connection with the performance of its services under this Agreement. When travel is required, all time will be measured from portal to portal, unless otherwise agreed, and will be billed at the standard rates identified on the Fee Schedule. When travel is required, you will be billed on an hourly basis for the amount of time spent traveling from portal to portal and for time spent performing work in connection with this engagement.

The fees and costs associated with the work that Focus Forensics provides in connection with this engagement are not contingent upon the outcome of this case or any legal proceeding. Your obligation to pay Focus Forensics, in full, for the fees and costs described herein is not conditioned upon the ability of you or your client to recover fees and costs from some other individual, entity or party.

You shall be responsible for paying all fees and costs that Focus Forensics bills in connection with this engagement even if a Court or tribunal refuses to award Focus Forensics' fees and costs to you or your client or reduces the recoverable amount of Focus Forensics' fees and costs.

Payment of any monthly invoice may not be suspended or delayed for any purpose whatsoever, including the conclusion of any trial or legal proceeding, or any delay or difficulty you may encounter in recovering or collecting any fees, costs, judgment, sanction or award from any other individual, entity or party. Similarly, you shall be responsible to pay Focus Forensics for any fees and costs that Focus Forensics incurs while responding to discovery requests from other parties, including but not limited to deposition appearances, even if the requesting party may ultimately be responsible for those fees and costs. At your request, we can arrange to submit invoices to opposing counsel for hourly fees associated with deposition testimony. However, you expressly agree that Focus Forensics' submission of invoices directly to opposing counsel shall not release or relieve you of your obligation to pay Focus Forensics' invoices if opposing counsel fails or refuses to do so.

Payment for invoices shall be due and payable within thirty (30) days from the date of the invoice. Any balances outstanding for more than thirty (30) days beyond the date of the invoice shall be deemed delinquent and subject to late payment, penalty, and interest charges. Focus Forensics reserves the right to charge a late fee of one and a half percent (1-½%) per month, or fraction thereof, on all invoices not paid within thirty (30) days of date of the invoices. If your account is turned over to any attorney for collections you shall be responsible for any and all collection costs, including any attorneys' fees and costs, plus appellate fees, incurred in connection with the collection of this account.

Confidentiality

The Parties agree that the terms of this agreement will be maintained confidential and shall not be disclosed to anyone without the express consent of the Parties or as otherwise provided herein. Nothing in this paragraph shall prohibit the Parties from disclosing any term or condition of this agreement necessary to give effect to the terms of this agreement, as may be necessary to obtain tax or other financial advice regarding this agreement, as may be required by federal or state tax and financial reporting laws, as may be required by the applicable Rules of Civil Procedure, or as may be necessary to comply with a court order, subpoena, summons, or other legal process. If any Party is requested or subpoenaed to disclose any term of this agreement, the Party requested to make the disclosure shall promptly notify counsel for the other Parties and, to the extent possible, shall not make the disclosure for at least ten (10) business days following such notice, so that the other Parties may take whatever steps they deem reasonably necessary to protect the confidentiality of such information.

Terms and Conditions

Any opinions that may be given by Focus Forensics are given only in the context of being potentially useful as testimony in court. Because standards of proof for admissibility may differ from the standards of certainty in the engineer's practice area, caution and inquiry may be appropriate before utilizing Focus Forensics' opinion in any specific application.

During the course of our engagement, it may become necessary for Focus Forensics to prepare written reports that address the opinions of our engineers in this matter. These written reports, if any, shall only be used in connection with this matter and shall not be published or used in any other context or manner, without Focus Forensics' express written consent. All research, reports, drawings, photographs, exhibits and other documents prepared by Focus Forensics and any of its engineers or employees, shall remain the property of Focus Forensics unless otherwise agreed in writing.

In the event that any litigation or arbitration becomes necessary to resolve or settle a dispute over this engagement the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs associated with the litigation or arbitration from non-prevailing party.

Either party may terminate this agreement for any reason whatsoever, including the non-payment of any amounts owed to Focus Forensics for work performed under this agreement. If a party chooses to terminate this agreement for any reason, it shall provide ten (10) days written notice of termination. If you terminate this agreement and any amounts are owed to Focus Forensics for services performed under this Agreement at the time of termination, those amounts shall be immediately due and payable upon termination.

Focus Forensics, unless other specific arrangements are made with the client, will retain any documents, reports, transcripts, exhibits, e-mails, electronic files or other materials provided by client for 30 days after final payment is received. Focus Forensics will return all records and evidence, at the client's expense, if a written request to do so is received within 30 days following the termination of this agreement; otherwise, all materials, including medical records, will be disposed of in a secure manner of our choosing. Financial records will be retained according to I.R.S. requirements, but not less than one year after the case file is closed.

This agreement supersedes all prior agreements and understandings of any nature and may only be supplemented or modified in writing signed by all parties.

This agreement shall be interpreted according to the laws of the State of Florida.

If this letter accurately reflects the terms of our engagement, please sign this letter in the space provided below and return the signed original agreement. Our engagement will begin upon receipt of the signed agreement.

Our company's Federal Tax Identification Number is 47-1151110.
Checks should be made payable to Focus Forensics, LLC
Payments should be mailed to: 133 E. 143rd Avenue, Tampa, FL 33613.

Agreed to and accepted by:

Name: _____

Firm: _____

Date: _____

Initials

FEE SCHEDULE

Effective January 1, 2024 – December 31, 2024

Director of Engineering

- Regular Hourly Rate: \$460
- Trial or Deposition Testimony Hourly Rate: \$590

Managing Engineer

- Regular Hourly Rate: \$260.00 - \$400.00
- Trial or Deposition Testimony Hourly Rate: \$370.00 - \$475.00

Senior Engineer

- Regular Hourly Rate: \$225.00 - \$260.00
- Trial or Deposition Testimony Hourly Rate: \$330.00 - \$370.00

Engineer / Consultant

- Regular Hourly Rate: \$170.00 - \$250.00
- Trial or Deposition Testimony Hourly Rate: \$250.00 - \$330.00

Analyst / Technical/ Project Manager

- Regular Hourly Rate: \$120.00 - \$175.00

Administrative / Support

- Regular Hourly Rate: \$70 - \$100

Additional Expenses

- Bosch Crash Data Retrieval System and Passenger Vehicle Module Download Systems: \$260 per Usage
- Engine Control Module and Commercial Vehicle ABS Download Systems: \$310 per Usage
- FARO 3D Scanning Equipment: \$410 per Usage
- LiDar 3D Scanning Equipment: \$205 per Usage
- Air Brake Testing Equipment: \$260 per Usage
- Unmanned Aerial Vehicle (Drone): \$360 per Usage
- Total Station with GPS: \$310 per Usage
- Miscellaneous Data Collection Equipment (Light Meter, V-Box, Video Camera, VIRB): \$110 per Usage
- Mileage \$0.80 per mile
- Digital Photos \$0.30 per photo
- Other expenses will be billed at cost.

Federal Tax ID #47-1151110

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