

FEE SCHEDULE AGREEMENT FOR COURT SERVICES (Expert Witness and Courtroom Investigator)

- 1. Services include: interviewing witnesses; gathering photographic or video evidence; taking measurements; providing written case analysis (including evidence reports, reviews of police reports and analysis of transcripts), examining and weighing of evidence, networking with other relevant experts, filing of affidavits, providing legal analysis to attorney, and providing written or oral testimony at any hearing or trial, in both State and Federal Courts.
- 2. Standard hourly rates for privately funded cases: \$150/hr. All private retainers and payments may be paid to:

Jason Browne or Full Circle Cannabis Consultations P.O. Box 9152 Red Bluff, California 96080 (530) 528-0215 (office), (530) 736-6801 (cell) <u>courtservices@fullcirclecannabis.com</u>

- 3. Minimum Retainer for all private pay cases (<u>non-refundable</u>): \$750 w/ signed fee agreement promising to pay the remainder (please sign below).
- 4. Standard hourly rate for publicly funded cases (vendor contract required): \$100/hr. Full Circle Cannabis Consultations reserves the right to Assign a Third Party for the purposes of receiving government payments (those deriving from indigent defense funds or through any ongoing service contracts with any county or public defender's office / office of conflict counsel). All assigned public-pay cases may be paid to:

Jason Browne, c/o Daniels Capital Corporation, P.O. Box 36927 Birmingham, AL 35236 Toll Free: (888) 872-7884, Fax: (205) 444-9566, http://www.danielscapital.com/

5. Public Funding: In lieu of retainer, we require either a signed copy of the court order(s) authorizing indigent defense funds, <u>or</u> to be contracted by the county under "as needed services" for ongoing court service needs, <u>or</u> a signed copy of this agreement by an authorized agent for the Public Defender's Office or the Office of Conflict Counsel. In cases where said funding authorization is predicated on phases of the case, authorization and billing may proceed accordingly.



- 6. Online Payments: In cases where expedited payment is required in order to render immediate services, go to <u>http://fullcirclecannabis.com/services/court-services/</u> And enter a Cart Quantity of **5.25** (hours) in order to secure our standard retainer or instalment payment of \$750, plus the online processing fee, for a total of \$787.50.
- 7. Mileage Rates:

.54 cents per mile, round trip.

- 8. Per-Diem (meals): Client agrees to reimburse Expert for meals, at the rate of **\$20 per half day or \$40 per full day** for all cases <u>not</u> requiring overnight accommodations.
- 9. Estimated Phase One, usually includes review of initial discovery, court transcripts, and providing initial case consultations or report to attorney(s): **5 8 hours.**
- 10. Estimated Additional Phases, may include a trip to examine the evidence, taking photographic or video footage, reviewing additional discovery, interviewing witnesses, and providing additional case consultations or reports to attorney(s): **5 8 hours.**
- 11. Estimated Time for Court Appearances, in any hearing or trial, including courtroom investigations, expert testimony and providing legal assistance to attorneys:

2 – 8 hours per court appearance.

12. For cases involving longer distances or times, additional accommodations may be required. These may include: air-fare; a rental car; overnight accommodations, or; overnight per-Diem. All such additional funds must be paid or secured in advance.

Air-fare = \$1.17/ mile (round trip) min. Rental Car = standard or luxury model. Overnight Lodging = 3 stars or higher. Overnight per-diem = \$80 / day.

- 13. Reasonable office expenses, such as postage, long-distance phone calls and up to 50 pages of copies are included in billing. Any additional office expenses shall be billed as they accrue (extra copies are .35/page).
 Actual Costs (if any).
- 14. Please note any variations, restrictions or caps imposed by the paying agency or party, or any discounts or flat-rate options agreed to by F.C.C.C. here:



- 15. Transcripts: Full Circle Cannabis Consultations reserves the right to request transcripts from our experts' testimony (at cost), for archival and research purposes.
- 16. Application of Late Fees: All payments are due at least 2 weeks prior to work product due dates. A 25% penalty may be assessed for each late payment.

17. ENDING THE RELATIONSHIP

- a. **By You:** You are free to terminate our services for any reason, before your case is completed, by providing us with a dated, written and signed notice and by paying our fees and expenses up to date. In the event that you either retain a different attorney or another attorney is assigned to your case, you are responsible for notifying us, in writing or by email, that you are either continuing or ending this agreement.
- b. **By Us:** Full Circle Cannabis Consultations is free to withdraw our services at any time for good cause, provided that written, dated and signed notification is made to you in a timely fashion. Such good cause includes any misrepresentation of or failure to disclose facts on your part, any requests made by you that we engage in unethical or illegal conduct and any failure on your part to maintain agreed upon payments to us. We also reserve the right to terminate this agreement due to any conflicts of interest arising between prior clients, or if we find ourselves unable to fulfill the terms of this agreement. In all such eventualities, you are only liable for payment of fees and expenses incurred by us in service of this agreement up to the time that this agreement is terminated.

IN WITNESS WHEREOF, the following parties agree to execute this Agreement on the

_____ Day of ______, 20_____.

(Attorney Name)

(Signature of either Client or Attorney required)

Representing:

(Client Name)