

**The Phoenix Group, LLC**  
**Larry Talley**  
**Premises Security Expert & Litigation Support**

**FEE AGREEMENT & CONTRACT FOR SERVICES**

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**The Undersigned Parties Understand and Hereby Agree for Services Rendered**

The Phoenix Group, LLC, Larry Talley, shall receive a \$4000.00 retainer for each case to be reviewed and expert opinions rendered. This retainer is non-refundable and out of town site visits, meeting with retaining party or parties, depositions and trials will be billed at a day rate of \$4000.00.

Other expenses such as airfares, rental cars, hotels, meals and any other expenses pertaining to the case will be separate from the day rate.

Depositions taken in Athens, GA will be billed at \$400.00 an hour, plus a minimum of five hours for review of case materials in preparation for the deposition, billed at \$400.00 per hour, payable at the time of the deposition.

The initial review of case materials, analysis of the case, and expert affidavits will be billed at the rate of \$400.00 per hour. All outstanding invoices for review and analysis of the case must be paid in full prior to any depositions given.

In addition, any outstanding invoices must be paid in full along with a two-day minimum for meetings with retaining attorney(s) for trial testimony. If meetings and trial testimony last for more than two-days additional day rates shall apply along with expenses outlined in paragraph two. These funds must be paid in full prior to the expert's departure to his home base.

Larry Talley has acquired special expertise in assisting the retaining attorney{s} with who should be deposed and what questions should be asked of defendants and plaintiffs, questions for opposing experts, interrogators, production of documents request and other vital information that can assist the attorney(s) in preparation of their case and assist the expert in rendering his opinions.

After having reviewed all case materials and conducting a site visit of the subject premises. Larry Talley after a thorough evaluation of all case materials may have opinions which would be detrimental to the retaining attorney(s) and their client's interest. Larry Talley will inform the retaining attorney{s} immediately that he will not be available for deposition or trial testimony.

In this event the retaining attorney{s} shall still be responsible for any outstanding invoices due at the time such a decision is made by the expert.

The provisions of this fee agreement and contract for services shall be binding under applicable laws governing the undersigned parties.

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The Phoenix Group. LLC by  
Larry Talley

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Signature of Retaining Attorney at Law

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Please Print Retaining Attorney's  
Name and Law Firm

\_\_\_\_\_  
Date Signed

**Signed Agreement for Contracted Services should be Returned with Initial Retainer**

CONFIDENTIAL