

NAME:

ADDRESS:

PHONE/EMAIL:

ATTORNEY:

Re: Cell Tower Location Services

### RETAINER AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, between \_\_\_\_\_ (hereinafter referred to by proper name or "Client") and Diane L. Danois of Legal Strategy Services, LLC (hereinafter called "Consultant").

### GENERAL PROVISIONS

1. The services provided by Consultant are in strict compliance with all applicable professional codes of conduct.
2. Consultant shall not be held liable for any damages in connection with the services provided to Client. Furthermore, if any legal actions arise from any services, Client agrees to pay all legal fees, court fees and administrative fees incurred by Consultant.
3. Consultant uses private, public and third party sources to conduct searches and obtain records and information. Consultant makes no warranty or guarantee as to the reliability of the records and information, but relies solely on the sources(s) for their accuracy and integrity.
4. The nature of this engagement is for the specific purpose of providing consultative services to Client and/or Client's legal representative(s) to assist with obtaining cell tower (geolocation) and call history detail data and records relating to a pending domestic relations dispute. Client and his/her legal representative(s) are aware of and understand that although Consultant is also a licensed attorney in a foreign state, that the services being provided in this matter are exclusively **non-legal strategic consultative services**, and should not be construed either expressly or impliedly as providing legal services, advice, or counsel.

### STATEMENT OF PURPOSE/CLIENT AND CONSULTANT RESPONSIBILITIES

As stated above, I am engaging Consultant for the purpose of obtaining cell tower (geolocation) and call history detail data and records relating to the above-captioned pending domestic relations dispute against my former spouse, \_\_\_\_\_, *who resides at \_\_\_\_\_, who I believe to be cohabitating with \_\_\_\_\_.* My former spouse has a mobile cell phone number of (xxx) xxx-xxx with \_\_\_\_\_ (name of carrier.) Mr./Ms. \_\_\_\_\_ (person with whom former spouse is cohabiting) allegedly resides at \_\_\_\_\_ and has a mobile cell phone number of (xxx) xxx-xxx with \_\_\_\_\_ (name of carrier.)

5. It is my understanding that Consultant's role will be to provide assistance to my legal representative(s), upon request, in the preparation of appropriate documents, with the necessary and specific technical language required, to request the requisite cell tower location records from the appropriate cell phone carrier using either Subpoena or Court Order (depending on the nature of the case, this may also involve petitioning the Court to allow for discovery of non-party witnesses or other relevant motions). I understand that this may also necessitate coordination and

cooperation between myself, my representatives and the liaison(s) of national mobile phone carrier legal compliance centers.

6. I understand that Consultant does not have the requisite authority to issue Subpoenas and/or file legal pleadings on my behalf, and will be acting in her capacity as Consultant to my legal representative(s).
7. I understand that Consultant does not have any control over whether the Court in my jurisdiction will permit me to obtain these records during the discovery process or use them as evidence in court.
8. I understand that Consultant has no control over the length of time it may take to receive records in response to requests, which may be dependent on the carrier's compliance center backlog, court delays or other factors outside of Consultant's control. I further understand that Consultant has no control over the format in which the data will be produced.
9. I understand that I and/or my legal representative(s) may need to fulfill certain responsibilities, including, but not limited to, providing necessary authorization to communicate with national compliance center, providing necessary paperwork (e.g., Request for Production, Subpoena or Court Order) to properly comply with the policies, procedures and guidelines of the national compliance center, and providing any information pertinent to the particular project in advance of the review and analysis of the records.
10. I acknowledge that my delay(s) or failure(s) to fulfill the above-described responsibilities, such that Consultant is prevented from performing in accordance with this engagement's stated purposes, may result in additional costs to and deviations from previously agreed upon work schedules.
11. Upon receipt of records in response to these request(s), Consultant will identify and directly engage a forensic engineer to commence with review, analysis and interpretation of the data provided. This initial engagement will include the first three (3) hours of data review for one (1) cell phone account. At the conclusion of the analysis, Consultant, individually and/or in collaboration with the forensic engineer, and at the direction of Client and/or legal representative(s), will prepare a written report discussing the findings of the analysis and/or producing graphical representations of the data. Should evaluation, interpretation and/or analysis of additional cell tower data be necessary, I understand that I may incur additional fees for extended work performed, as needed.
12. I understand that the professional services being rendered by Consultant are independent of and may not replace the need for the testimony of an expert witness representing the national compliance center. Consultant will work to coordinate the availability of a Records Custodian and/or Engineer to testify at trial as to the authenticity and accuracy of the records received.

#### **FEES, COSTS AND COLLECTION**

13. I understand and agree to pay Consultant as compensation for professional services on a flat fee basis in the amount of \$2,500.00 (Twenty Five Hundred Dollars) as a nonrefundable engagement fee, which is fully earned when received.
14. I agree to pay for all actual out-of-pocket costs, which may become necessary during the course of this engagement. Any such costs will be specifically *pre-approved* by the Client, and will be

paid for by the Client, in advance. These include, but are not limited to, meals, airfare, hotel, transportation, and court appearances. Consultant will seek and obtain Client approval *prior* to incurring any such incidental costs, and will submit a written request for advance payment for such expenses. In the event the actual costs are not incurred (for example, flight or hotel cancellation), Client will be refunded advance payment within seven (7) business days from the date of notice of cancellation.

- 15. I understand and agree that in the event a forensic engineer expert is required to testify at the time of trial, a non-refundable flat rate in the total amount of \$2,500.00/day will be advanced to Consultant at least two (2) weeks in advance of trial, in order to secure availability of said expert witness. Preparation fees relating to expert testimony will be paid on an hourly basis at a rate of \$185/hour, and will also be advanced at the time of scheduling and prior to meeting.
- 16. It is understood by the Client and Client’s legal representative(s) that payment of fees and costs incurred does not depend on nor guarantee the achievement of any specific result, nor is it represented that any specific result will be achieved. Specifically, I understand that the professional services being rendered by Consultant are independent of my ability to actually receive and/or utilize the cell tower location data in my case.
- 17. Either party may terminate the representation at any time. Further, this engagement shall automatically terminate upon completion of the consultative services described herein.

**EXECUTION AND ENFORCEMENT OF AGREEMENT**

- 18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. This Agreement may not be changed, or any of the provisions waived, except in writing, signed by both parties.
- 20. Consultant is not acting as legal counsel with respect to this Agreement, and Client is encouraged and recommended to consult with his/her counsel prior to executing this Agreement.
- 21. In the event Consultant is required to bring legal action to collect any amounts due and owing for services rendered, and a court enters judgment in Consultant’s favor, Client agrees to pay the reasonable attorneys’ fees (whether such fees are for Consultant’s own time or another counsel’s) and costs incurred in obtaining and enforcing such a judgment. By signing this Agreement, Client hereby consents to the personal jurisdiction of the courts in the State of Florida in any such action(s).

I have read and signed this **Agreement**, agree with and understand its terms, am providing initial payment to Legal Strategy Services, LLC contemporaneous with execution below, and acknowledge receipt of an executed copy by mail or email.

**READ, APPROVED AND ACCEPTED:**

*Client:*

*Consultant:*

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Diane L. Danois (Date)