

**Jan B. Tucker**  
**INTERCONNECTION CENTER**  
**J.B. Tucker & Associates – PI-10143**  
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## BILLING TERMS & PROCEDURES

THIS FORM IS USED FOR BOTH *HOURLY RATE* AND *CONTINGENCY FEE* CONTRACTS. IF YOUR AGREEMENT IS FOR A CONTINGENCY FEE, THEN THE HOURLY RATE TERMS DO NOT APPLY UNLESS THAT AGREEMENT IS TERMINATED THROUGH NO FAULT OF J.B. TUCKER & ASSOCIATES AFTER WORK HAS COMMENCED AS SET FORTH IN THE CONTINGENCY FEE AGREEMENT.

### Hourly Rate Contract Terms For Investigation, Process Service, Deposition Officer, Expert Witness, Public Relations and Political and Industrial Relations Consulting Services

#### 1. Definitions:

(a) **Contracting Party:** Jan B. Tucker is synonymous with J.B. Tucker & Associates for purposes of this contract as a party to the contract. **Checks or other written payment instruments should be made out to INTERCONNECTION CENTER unless otherwise specified.**

(b) **Day:** a day of work consists of eight (8) hours; if this contract is made for a daily rate for work, additional compensation shall accrue to Jan B. Tucker for time expended over eight (8) hours. Work includes travel time portal to portal.

(c) **Hourly rate:** one hour of work consists of 60 minutes with a minimum billing increment as specified in item #14 (.25 hour); billing with the minimum .25 hour increment, billable time will be adjusted to the higher tenth (.1) of 60 minutes. If more than one person is required to perform a specific assignment working together, the fee may vary from the normal hourly rate and will be subject to prior approval by the client except in the case of emergency; in the event of an emergency, Jan B. Tucker shall use his best judgment in order to minimize the cost to the client while providing proper and appropriate service.

(d) **Billable Time:** billable time chargeable to the client includes time spent performing research, writing reports, traveling to and from assignments on a portal to portal basis, time spent traveling to and from courts, depositions, and/or other legal proceedings as

well as time spent waiting at courts, depositions, and/or other legal proceedings. *This includes any time spent responding to any subpoena or subpoena duces tecum from adversary or third parties in any way connected to the subject matter that we are hired for.*

**2. Payment terms:** 1% 5 day Net 15 (reasonable term payments can be worked out by special contract. Please ask for terms before the assignment is undertaken.)

**3. Interest:** Interest accrues, compounded monthly, on balances over 30 days, at a rate of 10% per annum. If no reasonable (at least 25% of invoice or other as agreed) payments have been made in 90 days, the interest rate shall accrue thereafter at a rate of 25% per annum on all services rendered.

**4. New Clients:** Depending on the assignment, an initial 5 hour or 10 hour retainer is usually requested in advance of the assignment being undertaken.

**5. Disputes and Indemnity:** Any item, charge, or representation on an invoice must be disputed in writing within 15 days of receipt of the invoice. If not disputed within 15 days, and/or if not disputed in good faith, it is agreed that if court litigation is required to adjudicate the dispute, the prevailing party shall recover costs, including attorney, paralegal, investigative and collection costs. If J.B. Tucker & Associates conducts its own investigation and/or paralegal work in connection with litigating a dispute J.B. Tucker & Associates is entitled to recover its normal hourly rate for said work. To the fullest extent permitted by law the Client shall indemnify and hold harmless the J.B. Tucker & Associates and its consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work performed, provided that such claim, damage, loss or expense is attributable to any act or omission of the Client, but only to the extent caused by the negligent and/or intentional acts or omissions of the Client, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified here-under in any attempt to mitigate such damage or loss. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to J.B. Tucker & Associates or the Interconnection Center.

**6. Dispute Jurisdiction:** Client agrees that the jurisdiction for the resolution of any dispute arising out of this contract shall be in Los Angeles County, California, and that if any work is performed by Jan B. Tucker from his home office, the jurisdiction shall be the Southwest District of the Los Angeles Superior Court, the South Bay Judicial District, or the Los Angeles District Court for the Central District of California at the discretion of Jan B. Tucker.

**7. Relationship between Attorney, Client, and Investigator:** When retained by an attorney, unless otherwise stated in writing in a document signed by Attorney, Client, and Investigator, an attorney who hires Jan B. Tucker or J.B. Tucker & Associates is acting

within the course and scope of his/her employment by the client and for the client. Both the attorney and the client are equally responsible for payment of any bills tendered to them by Jan B. Tucker. When retained by a client with the proviso that Jan B. Tucker shall work under the direction of the attorney, client is responsible to pay for all work done under the direction of and with the approval of the attorney. If the client elects to terminate the services of either an attorney or the investigator this must be communicated in writing by Certified Mail to the investigator. If the client elects to terminate the services of an attorney designated in this contract, Jan B. Tucker reserves the right to terminate his services; if service is being provided for a contingency fee, in the event that Jan B. Tucker terminates his services upon discharge of the designated attorney, Jan B. Tucker shall be entitled to recover the reasonable value of his services as though his services were provided according to the hourly rate provisions of this contract or the reasonable value of any work product provided to the client and/or client's counsel.

**8. Possession of Work Product During Fee Dispute:** Unlike an attorney, who is required to turn over his file and work product to a client and/or to subsequent counsel whether or not he/she has been paid, a private investigator is only required to report results of an investigation to a client when payment has been made, pursuant to Section 624 (Title 16, Division 7, Article 4) of the **California Code of Regulations**. In the event that an invoice is unpaid, Jan B. Tucker retains the right to suspend work, withhold reports, to refer the outstanding invoice to a collection agency, and to report the unpaid debt to a credit reporting agency.

**9. Disclosure of Relevant Information by Client:** In order for J.B. TUCKER & ASSOCIATES (ASSOCIATES) to properly serve its clients, it is necessary that clients make full, fair, and complete disclosures of all facts that are relevant or which may become relevant in the investigation and presentation of clients' interests and claims. This addendum constitutes a contractual agreement, expressly identifying disclosures which must be made in the course and scope of clients' relations with J.B. TUCKER & ASSOCIATES, and are in addition to any other obligations for disclosure by which the client may be bound by the Implied Covenant of Good Faith and Fair Dealing.

The client warrants that the information he/she/it has provided to Jan B. Tucker is true and correct to the best of his/her/its knowledge, including the reasons for engaging the services of Jan B. Tucker and the purposes to which the client intends to put any information provided to the client by Jan B. Tucker. Jan B. Tucker warrants that it will use only lawful means to collect information. Jan B. Tucker further warrants that it shall keep confidential information provided by the client and collected by Jan B. Tucker to the extent required by law.

A. Client agrees to disclose any and all aspects of their involvement in the subject matter upon which ASSOCIATES undertake to represent clients' interests, which may potentially cause embarrassment to client or to ASSOCIATES and damage to the reputation of client and/or ASSOCIATES.

B. Client agrees to make no representations of material fact to ASSOCIATES which

client knows to be false or if client has no reasonable ground for believing the representations to be true.

C. Client will refrain from concealing or suppressing any material facts from ASSOCIATES which client is bound to disclose including but not limited to facts relating to their own conduct before and during the pendency of the work of Associates on their behalf and any facts relating to the conduct of third parties which is related to or which may affect the conduct of Associates work for client; or by telling ASSOCIATES other facts to mislead ASSOCIATES and prevent ASSOCIATES from discovering any concealed or suppressed facts.

D. Client warrants and represents that client has not and will not make any promise to ASSOCIATES, or to any person, entity, or government agency in connection with this matter, which client has no intention of performing.

E. If Client is or is associated with any business entity or licensed profession in connection with the matters upon which Client is to be represented by ASSOCIATES, Client warrants and represents that Client and any relevant business or profession has complied with all licensing requirements of all public entities and government agencies which are mandated by public policy.

F. In the event that a client knowingly, willfully and intentionally misrepresents the reasons for an investigation for a fraudulent and/or malicious purpose, and/or **if client makes any representation of material fact to ASSOCIATES which client knows to be false, requests that ASSOCIATES engage in acts or omissions which client knows or should know to be unlawful, or in any other way violates the provision of Section 9 of this agreement, any retainer received by ASSOCIATES is automatically forfeitable to ASSOCIATES and this agreement will be rescinded at the option of ASSOCIATES on the grounds of fraud, pursuant to Section 1689 of the California Civil Code.**

**10. Disclosure of Applicable Confidentiality Law for Investigative Services:** The California Court of Appeals has ruled (Flynn vs. Superior Court of San Diego County [9/22/97] 97 Daily Journal D.A.R. 12045, 57 Cal.App.4th 990) that a private investigator can be compelled in civil discovery proceedings to reveal who his/her employer/client is on a given case pursuant to Section 7539(a) B&P (but whether information acquired in the investigation must be divulged remained an open question which the court did not decide). Section 7539(a) B&P also provides that a private investigator has the option of revealing information garnered in the course of an investigation regarding a crime to law enforcement agencies. To the extent legally possible, Jan B. Tucker, as a member of the California Association of Licensed Investigators, will make every effort to comply with the CALI Code of Ethics, which states in pertinent part: **Confidence of a Client. The duty to preserve the client's confidence outlasts the employment of an investigator, and extends as well to his or her employees; and neither of them should accept employment which involves disclosure or use of the confidence for the private advantage of the client without his or her knowledge and consent, even though there**

**are other available sources of information. An investigator should not continue employment when he or she discovers that this obligation prevents the performance of his or her full duty to his or her former or new client.**

**11. Investigative Duties:** Jan B. Tucker is obligated to conduct all investigations in accordance with the provisions of the California Business & Professions Code regulating private investigation. Section 7521 of the Business & Professions Code specifies the purposes for which an investigation may be lawfully performed in California.

As an investigator, Jan B. Tucker is paid on an hourly rate basis for his time, not for a specific outcome. An investigator is paid to find out and report the truth to the extent possible. In performing this duty, Jan B. Tucker may rely upon other agencies and information sources, including data brokers and individual witnesses whose credibility and veracity can never be guaranteed. Jan B. Tucker sometimes uses the services of commercial information data brokers, information from government agencies, information provided by witnesses and from other private investigative agencies. Jan B. Tucker endeavors to verify such information where feasible, but cannot guarantee the accuracy of information which is provided to him by third parties. Client should be aware that when searching court records, no comprehensive national database exists for all civil and/or all criminal records.

The client understands and agrees that Jan B. Tucker cannot guarantee any particular outcome or result. The client therefore agrees to pay Jan B. Tucker for time and expenses if this contract is for an hourly rate as opposed to a contingency fee, regardless of the outcome of the investigation.

Jan B. Tucker is a member of the California Association of Licensed Investigators (CALI) and subscribes to the CALI Code of Ethics, which states:

**The California Association of Licensed Investigators is the largest private investigator association in the world. We believe in the principles of truth, justice, fairness and honesty in dealing with our clients, witnesses and the general public. It is the purpose of the Code of Ethics to provide our members with a clear understanding of their responsibilities as active members of the association. This Code is also designed to protect the public and the association from the unethical practices of investigators within the State of California. CALI, through this Code of Ethics endorses and adheres to the Code of Ethics previously adopted the NCISS (National Council of Investigators and Security Professionals).**

- 1. Adhere to all applicable laws, statutes and regulations of the State of California and United States of America in carrying out investigations on behalf of our clients.**
- 2. Provide truthful, accurate, fact based reports to clients. Maintain confidentiality with clients to protect the privacy interests of all persons**

involved in our investigations. The collection of personal identifying information shall only be gathered for lawful purposes and shall not be disclosed to any third party. No investigator shall make a disclosure of information to a person not authorized by the client or by applicable laws.

**3. Disclose to any client a conflict which would prevent the member from performing a fair, professional investigation.**

**4. When soliciting work, member investigators will conduct themselves in an ethical manner and will never misrepresent or disparage any member, in any forum, in order to obtain an assignment or to obtain an unfair advantage during an assignment or while carrying out the duties of the association.**

**5. Ensure that all employees associated with the investigator adhere to the CALI Code of Ethics while performing services on behalf of the investigator.**

**6. Refrain from any conduct which would bring the investigator or the association under reproach.**

**7. The investigator will only subcontract with a licensed private investigator while performing their duties. The investigator agrees to follow all applicable local and state laws (from each state) if asked to perform an assignment outside the state of California.**

**8. Whenever possible investigators will execute a written agreement with a client which outlines fees, costs, retainers, and a description of the work to be performed.**

**NOTE:** We do not:

- a. engage in illegal wiretapping
- b. trespass on property to perform an investigation
- c. provide the location of somebody for a new client that we do not know without first informing the subject of the inquiry and receiving their permission; the client is obligated to pay for services regardless of whether the subject of such an inquiry authorizes us to release their whereabouts
- d. provide location information to a person against whom a restraining order or other injunction has been issued by the subject of a locate.

**12. Discounts:** All discounts reflected upon any billing under this agreement are forfeitable upon any breach of the agreement by client.

**13. Billing rates:**

**13a. Hourly:** Most work (including investigative, consulting, process service) is billed at an hourly rate of \$150.00. Paralegal services, such as the drafting of motions or other court documents, is billed at a rate of \$150.00 per hour (with the exception of form complaints/answers/denials, the drafting of documents is computed at one hour per page, to account for research, etc.) and is performed only for licensed attorneys or under the direction of licensed attorneys. Field work is billed on a portal to portal basis. Expert witness work is billed at a rate of \$200.00 per hour. Locates are done on an hourly rate plus costs, with the exception that the use of the proprietary data base *Crystal Ball* by

Extreme Solutions and comprehensive records consolidation reports from any vendor are billed as \$100/each, No Info-No Fee (NINF). NINF is not the same as “No Find, No Fee,” in that if legitimate prior address or personal information is garnered that would logically be necessary to use with other databases to find an individual, it will be billed. Records Deposition Officer services, which we provide as exempt from Professional Photocopier Registration under Section 22451(g) B&P, are billed as above at \$150.00 per hour, in addition to reproduction rates as set forth below (13d).

**13b. Daily/Weekly:** For Los Angeles County (South of the Santa Clarita Valley), **Depositions and/or Court, arbitration, or administrative testimony, including driving time:** half-day \$2,000.00; full day \$4,000.00. Out of Los Angeles County or North of Santa Clarita Valley, subject to negotiation. *Premium negotiated rates may be applied depending on whether or not we participated in the investigation of a case or whether we are only asked to render an expert opinion absent our own independent investigation.*

**13c. Expert Witness statutory fee considerations:** Section 2034.430 of the California Code of Civil Procedure provides in pertinent part that:

(b) A party desiring to depose an expert witness described in subdivision (a) shall pay the expert’s reasonable and customary hourly or daily fee for any time spent at the deposition from the time noticed in the deposition subpoena, or from the time of the arrival of the expert witness should that time be later than the time noticed in the deposition subpoena, until the time the expert witness is dismissed from the deposition, regardless of whether the expert is actually deposed by any party attending the deposition.

(c) If any counsel representing the expert or a nonnoticing party is late to the deposition, the expert’s reasonable and customary hourly or daily fee for the time period determined from the time noticed in the deposition subpoena until the counsel’s late arrival, shall be paid by that tardy counsel.

(d) Notwithstanding subdivision (c), the hourly or daily fee charged to the tardy counsel shall not exceed the fee charged to the party who retained the expert, except where the expert donated services to a charitable or other nonprofit organization.

(e) A daily fee shall only be charged for a full day of attendance at a deposition or where the expert was required by the deposing party to be available for a full day and the expert necessarily had to forgo all business that the expert would otherwise have conducted that day but for the

request that the expert be available all day for the scheduled deposition.

(f) In a worker's compensation case arising under Division 4 (commencing with Section 3201) or Division 4.5 (commencing with Section 6100) of the Labor Code, a party desiring to depose any expert on another party's expert witness list shall pay the fee under this section.

**13d. Records Deposition Officer:** In addition to our hourly rate, we charge for reproduction:

(A) Paper copies, \$0.25 per page (we prefer to reproduce digitally for environmental reasons, i.e. to run as much as possible a paperless practice);

(B) DVD formatted as though it was a USB flash drive \$10.00 plus \$0.10 per page scanned for reproduction;

(C) Formatted 16 GB USB flash drive (while current supplies last) \$10.00 plus \$0.10 per page scanned for reproduction;

(D) OCR (Optical Character Recognition) scanned documents. First 100 free. For more, ask for a quote. Service depends on original document quality and may not be possible for all writings as defined in Evidence Code Section 250;

(E) File Format Conversions: we can reformat between various file types, such as from Microsoft Word to Open Office Writer (and vice versa) or either to PDF (Portable Document Format); in some cases, PDF can be converted to Word, Excel, Powerpoint, Plain Text, or other formats. We can also reformat audio and video file formats to make them compatible with your needs in some circumstances. As each situation is unique, ask for a quote before ordering these services.

Note, if you are not our client, we will charge you the same rates we charge our own clients, pursuant to Section 2020.440 C.C.P., which states:

Promptly on or after the deposition date and after the receipt or the making of a copy of business records under this article, the deposition officer shall provide that copy to the party at whose instance the deposition subpoena was served, and a copy of those records to any other party to the action who then or subsequently, within a period of six months following the settlement of the case, notifies the deposition officer that the party desires to purchase a copy of those records.

**13e. Data Base Charges: Note: DMV data may only be accessed as part of an overall investigation by state law and DMV rules.**

(i) **California CDL:** \$100.00

(ii) **California Vehicle Registration:** by VIN or Plate \$100.00

(iii) **California DMV Automated Name Index or Vehicle Automated History:** \$150.00

- (iv) **Other states DMV information:** ask for quote, prices vary
- (v) **“Premium Profile” Records Consolidation Report (can only be accessed if GLB compliant reason is involved):** \$100.00
- (vi) **Records Consolidation Location Report (if you are not an existing long term client we will only supply address and telephone information based if the subject of the locate gives us permission):** \$50.00 (if necessary to obtain SSN to run Premium Profile report, the \$50.00 initial charge for running the location report will be reduced to \$25.00)
- (vii) **Credit report:** \$100.00 (if obtained for employment purposes \$125.00)
- (viii) **Business Credit Reports, Domestic & International:** Ask for quote
- (ix) **Telephone Search** (Searches six different databases, does not guarantee accuracy, reports raw results as available including telephone carrier as well as subscriber information): **\$150.00**

**13f. Have Gavel Will Travel:** Jan B. Tucker has served as Chair of the Board of the California Association of Licensed Investigators [501(c)(6)] and as Parliamentarian of 501(c)(4) and 501(c)(3) non-profits. He is well-versed in both Roberts Rules of Order and the Standard Code of Parliamentary Procedure (“Sturgis”) of the American Institute of Parliamentarians and is available to chair board or organizational membership meetings, both for-profit and non-profit at a negotiable rate and travel considerations.

**13g. Credit/Debit Card payments:** We accept credit/debit card payments with a 3% service fee.

**14. Minimum billing increments:** (A) Composition of letters including the time of addressing, stamping, and mailing; (B) E-mail and Text Message review including the time of saving them to file; and (C) Telephone calls regarding a case, including the time necessary to make hard-copy or electronic notes may be billed in minimum units of .25 hours.

**15. Rush Requests:** Due to the difficulty of obtaining information from data bases on short notice and the necessity of rearranging other work, a premium of 25-50% may be charged over and above normal costs and labor rates on rush assignments.

**16. Mileage:** Mileage fees are charged at the current GSA/IRS approved per mile rate for non-government vehicles.

**17. Expenses:** Expenses are generally prepaid and added to the invoice. If anticipated expenses exceed \$100.00, an expense retainer may be invoiced in advance of the work being completed. Expenses include but are not limited to equipment rental, the cost of sub-contracting to appropriately licensed or employed personnel, postage and shipping, photocopying, telephone costs, data base charges, and digital media such as diskettes and CD’s used to render reports and/or data. If photocopying or printing is done in-house, the charge will be 5¢ per page.

**18. Undercover services:** If an undercover agent must be hired for an ongoing

assignment, an advance retainer will be requested sufficient to cover one week's 40 hour (or other standard cover job shift) billing rate. Undercover rates are negotiable, and depend upon the cover job pay and market rates for undercover agents.

**19. Skip-tracing:** Our fees for skip tracing within California are *generally billed* at \$150.00 per asset researched or verified; for the location of assets (e.g. accounts) \$300.00 for the first active bank account and \$200.00 per each additional account located; \$400.00 for the first brokerage account located and \$200.00 for each additional brokerage account. Sometimes, it is necessary to add LDC (Long Distance Calls) charges and other miscellaneous expenditures, such as the cost of obtaining credit reports, title searches, etc. to the invoice. *These fees are illustrative and are subject to market conditions.* Not all of such research is done in-house by ASSOCIATES but we always endeavor to get the best wholesale rate available to us for these services. The price we quote will reflect the best wholesale rate plus a reasonable profit mark-up and for our assistance to the client in determining the best course of investigation. All such investigations must be conducted in full accord with the California Financial Code and the federal Gramm-Leach-Bliley (GLB) Act.

**20. Ownership of Work Product:** Client agrees and authorizes Jan B. Tucker to retain ownership of all investigative work product at the conclusion of the case and authorizes Jan B. Tucker to re-use this information for other clients who are not adversarial in any way to client, with the exception that no information specifically about client shall be disclosed under any circumstance unless Jan B. Tucker is compelled to do so by law (such as in the case of documents or other evidence that have lawfully been subpoenaed by a court of law). Jan B. Tucker is authorized by client to re-use address and/or identifying information garnered regarding witnesses and/or subjects of the investigation (other than client) by indexing it into a database that will be available to other licensed investigators so that they will know of the existence of the file and be able to obtain it from Jan B. Tucker upon determination that no interest of the client is compromised.

**21. Privacy Protection Policies:** Various federal and state laws mandate certain protections of the privacy of our clients and the persons we investigate.

**(a) Section 15 of the Gramm, Leach, Bliley Act (“GLB”-federal) provides that we may only obtain non-public personal and financial information for the following reasons:**

- a. with the consent or at the direction of the consumer; [Section 15(a)(1)]
- b. to insurance rate advisory organizations, guaranty funds or agencies, agencies rating the institution, persons assessing compliance, and the institution’s attorneys, accountants, and auditors; [ Section 15(a)(3)]
- i. to protect the confidentiality or security of records; [Section 15(a)(2)(i)]
- ii. to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability; [Section 15(a)(2)(ii)]
- iii. for required institutional risk control or for resolving consumer disputes or inquiries; [Section 15(a)(2)(iii)]

- iv. to persons holding a legal or beneficial interest relating to the consumer; [Section 15(a)(2)(iv)] or
- v. to persons acting in a fiduciary or representative capacity on behalf of the consumer; [Section 15(a) (2)(v)]
- c. in compliance with the Right to Financial Privacy Act, or to law enforcement agencies; [Section 15(a) (4)]
- d. to a consumer reporting agency in accordance with the FCRA or from a consumer report reported by a consumer reporting agency; [Section 15(a)(5)]
- e. in connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit, if the disclosure of nonpublic personal information concerns solely consumers of such business or unit; [Section 15(a)(6)]
- f. to comply with Federal, state, or local laws, rules, or legal requirements; [Section 15(a) (7)(i)]
- g. to comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by Federal, state, or local authorities; [Section 15(a)(7)(ii)] or
- h. to respond to judicial process or government regulatory authorities having jurisdiction over the institution for examination, compliance, or other purposes as authorized by law? [Section 15(a)(7)(iii)]

**(b) INVESTIGATIVE PRIVACY POLICY NOTICE (Required by California Law)**

In the event that our client requests a background investigation regarding an employee or prospective employee, in addition to employing the safeguards required by the (federal) Fair Credit Reporting Act and the (California) Investigative Consumer Credit Reporting Act, as to any investigation or research that is required to be conducted in any alien (foreign country) jurisdiction, we will not provide personal identifying information to an alien nation investigator or foreign government agency without first notifying and obtaining the express consent of the subject of the investigation. **We DO NOT routinely utilize the services of alien information sources.**

**Contingency Fee Contracts**

**22. Contingency Contract:** If the agreed upon terms are for a contingency fee to be paid to Jan B. Tucker, this contract establishes a lien against the future recovery of money or other valuable objects, pursuant to the provisions of Title 14, Chapter 1, Article 2 of the California Civil Code. Our contingency rates, depending on the circumstances of the case, are between 5% and 25% of gross settlement and the rate shall be specified on the last page of this agreement if applicable. See the schedule on 10 below for general rate guidelines, but understand that these rates are negotiable; the actual rate with or without cost/fee retainer is determined upon the specific facts of the case as actually known to and truthfully disclosed by client prior to the negotiation of the rates and fees.

**23. Withdrawal from Contingency Contract:** In the event that this contract is terminated by or at the request of client, client shall be liable for such costs and fees as may be reasonably have been earned under the doctrine of *quantum meruit* in accordance with the normal billing provisions of this agreement for hourly rate cases which will be due and payable under the terms and conditions of this contract for hourly rate cases.

The grounds for termination of a contingency fee contract after work has been commenced by Jan B. Tucker are as specified in Section 1689 of the California Civil Code. If the client and/or client's counsel have been provided with work product prior to termination of a contingency fee contract then Jan B. Tucker is entitled to recover the reasonable value of that work product over and above any hourly fee earned.

**24. Directive to Attorney re Contingent Fee:** The undersigned hereby agrees to the provisions of the above contract and authorizes and directs his/her attorney or other representative to disburse to Jan B. Tucker (or if representing oneself in propria persona, the client agrees to do this) the sum or percentage of settlement as specified

#### Schedule of Contingency Fee Arrangements

**25. Guidelines:** The following are **general guidelines subject to negotiation** based upon the specific facts of the case and/or assignments to be performed, the anticipated costs involved, and the likelihood of success. The party contracting for Jan B. Tucker's services represents that in entering into such negotiations that he/she/they has/have fully informed Tucker of the nature of the facts relevant to enable Jan B. Tucker to make informed judgments about the costs and time commitments anticipated for the work assignment.

**25% Contingency Fee: complicated and/or time consuming investigations for which no cost/fee retainer is provided.**

**20% Contingency Fee: complicated and/or time consuming investigations with non-refundable \$100.00 cost/fee retainer provided.**

**15% Contingency Fee: Uncomplicated but time consuming investigation with non-refundable \$250.00 cost/fee retainer provided.**

**10% Contingency Fee: Simple investigation with non-refundable \$500.00 cost /fee retainer provided.**

**5% Contingency Fee: Simple investigation with non-refundable \$1,000.00 cost/fee retainer provided.**

#### Paralegal, Clerical, Photography Public Relations, Political & Industrial Relations Consulting Work

**26. Paralegal, Photography & Clerical:** A client representing themselves *in propria persona* should consult Section 6450 et seq. of the California Business & Professions Code et seq before initiating any request for services which may be defined as "paralegal" in nature. Paralegal services are provided for attorneys. Clerical services provided for counsel and/or *pro se* clients include:

(a) We maintain a dedicated fax line for you to list for a negotiable rate depending on whether it is for an on-going basis or in conjunction with a single specific litigation;

- (b) We can issue you an email address from our server conditioned on your lawful use and with an indemnification agreement for any misuse;
- (c) We maintain up-to-date full version PDF (Portable Document File) programs to enable high speed scanning and OCR (Optical Character Recognition conversion) to make documents searchable by any PDF reader program;
- (d) We provide the services of professional photographer ***Donna Dymally Photography*** for everything thing from red-carpet (including red-carpet organization and management) to any kind of event photography. Dymally and Jan Tucker are union members of Local 39521 of the Pacific Media Workers Guild, CWA, AFL-CIO, CLC.

**27. Public Relations:** Public relations services are integrally related to all of our other services and will be billed at standard hourly rates. If we publicize information which the client and/or client's attorney or other representative provides to us that turns out to be false and/or which results in litigation for defamation of character, invasion of privacy, and/or interference with contractual relations, prospective economic advantage or any other cause of action fundamentally the same or similar to these causes, however labeled in a civil complaint, client assumes liability to (a) pay for Jan B. Tucker and/or Interconnection Center's legal defense and (b) indemnify Jan B. Tucker and/or Interconnection Center for any adverse judgment or consequence. Our services include but are not limited to:

- (a) Press conference management;
- (b) News releases;
- (c) News photography (through Donna Dymally Photography);
- (d) Social Media generation.

**28. Industrial Relations Consultation:** We provide industrial relations consultation for both labor and management. We do not engage in "*persuader activities*" as defined in the Landrum – Griffin Act and we do NOT maintain registration with the United States Department of Labor for this purpose.

**29. Political Consulting:** We are not registered lobbyists nor have we ever registered as lobbyists. We do not engage in legislative advocacy as defined in California law. We organize "grassroots" strategies in conjunction with registered legislative advocates, develop candidate strategic plans, perform opposition research, assist policy formulation, and coach tactics and strategy for agitation and propaganda, including but not limited to the formulation of sound bites and message delivery for public presentation. We also serve as candidate or issue public surrogates (Jan B. Tucker is an experienced debater, public speaker, and completed 12 university level units in Speech Communication).

#### **Initial Consultation and Communication with Client**

**30. Initial consultation:** Initial consultation is free, if the assignment is accepted and the terms and conditions agreed to. If no assignment is accepted, the consultation will be billed at the applicable hourly rate, with a minimum \$50.00 billing. Client is authorized to defer the first \$40.00 of his/her incurred fees by purchasing a membership in the San Fernando Valley / Northeast Los Angeles Chapter or by making a donation to the

California League of Latinos And Chicanos.

**31. Communication with Client:** It is highly recommended that communication for legal purposes be conducted by and through an Attorney and that reports of investigations be communicated solely through legal counsel unless otherwise directed by legal counsel to protect communications under the Attorney-Client Privilege and/or the Attorney Work Product Privilege.

**HOURLY RATE CONTRACT FOR SERVICES  
AND CONSULTATION**

I, the undersigned, have read and understand the above captioned rates, terms, and billing procedures of Interconnection Center, and agree to pay for services rendered in accordance with the provisions of this document.

To retain the services of Jan B. Tucker and J.B. Tucker & Associates, I am tendering the payment of: \$ \_\_\_\_\_ in advance to **Interconnection Center** I understand that this is not the full fee and that this contract is open ended.

The assignment which will be undertaken by Interconnection Center through Jan B. Tucker and J.B. Tucker & Associates is in connection with and related to:

Case No. \_\_\_\_\_ of the \_\_\_\_\_

Parties to Contract:

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
Name signed

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Jan B. Tucker for J.B. Tucker & Associates

Dated \_\_\_\_\_