



# Forensic Protection

Audio-video clarification and authentication

Version: Aug, 2018

## Order Form (fees)

### SERVICES

- FREE Evaluation** – Comprehensive evaluation of work feasibility, costs, and expected results
- \$595<sup>(\*)</sup> Audio** – Deep cleaning and noise removal. Delivered electronically as an audio only file.
- \$595<sup>(\*)</sup> Video** – Deep clarity and viewing improvements. Delivered electronically as video only.
- \$595<sup>(\*)</sup> Authentication** – Test existence or absence of audio, video or image manipulation.
- \$395<sup>(\*)</sup> Add a file** – Enhance, Authenticate or Measure an additional file for same event or case.
- \$395<sup>(\*)</sup> Measure** – Timing between events, Photogrammetry (size), or Videogrammetry (speed).

(\*) Applies to one recording spanning up to 20 minutes in continuous duration. A report is extra. For longer recordings, select the “Extend” option below. All listed pricing includes sales tax.

### OPTIONS (\$200 each)

- Extend** Continuation of the recording duration to be work upon (up to 20 additional minutes).
- Stills** Each order of up to 50 stills to receive additional enhancements and enlargement.
- Rush** Same/next day processing by senior staff. Pricing is per file or service to be expedited.

### OPTIONS (\$100 each)

- Repack** Merge the raw audio into the enhanced video, or the raw video into enhanced audio.
- Marking** Highlighting or a symbol tracking a person or object (priced per item, up to 5 minutes).
- Materials** Two mailed court ready discs containing all enhanced files plus received media file(s).
- Transcribe** Per ten continuous minutes of enhanced audio for transcription. 3<sup>rd</sup> party service.

### OTHER

- \$ 100 Image** – Enhance one electronic photograph. The free evaluation option does not apply.
- \$ 250 Hourly rate** – Telephone, email, travel, waiting, field services or any other service.
- \$ 500 Report** – Affidavit, Declaration or Rule 26 report of processes performed and opinions.
- \$ 500 Testimony** – Deposition/testimony hourly rate (hiring party pays \$250/hr travel-waiting).
- \$ 975 Hazard** – Package: VIDEO, MARKING, summary edit, MATERIALS, and REPORT services.
- \$3000 Expert** – Daily testimony-travel package (\$2,500 in Los Angeles County). Details below.

You will **NOT** be obligated to make any purchase, and we will **NOT** accept your payment, until your FREE evaluation results and our quote have been approved.



Services fees are due at the time of ordering  
5632 Van Nuys Blvd, Dept#600, Van Nuys, CA 91401  
<http://ForensicProtection.com> (818) 375-1700 fax (818) 375-1711





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Copy, save or export your relevant audio-video files from the recording device onto a computer, disc or USB drive. If you are given several format options, mail them all to us with your completed and signed order form (or fax this form), or upload it with your media files using **tinyurl.com/FPsend** Our mailing address, fax and contact information is at the bottom of each page of this agreement. Only send copies since received items shall have no monetary value and, unless prior arrangements have been made, will be destroyed after 30 days. Our email is **Service@ForensicProtection.com**

CHOOSE ALL THAT APPLY: **This case is**  Rule 26  State  Criminal  Civil  N/A

Case name and number / identifier \_\_\_\_\_

Court house name and city, state \_\_\_\_\_

Opposing counsel and/or expert \_\_\_\_\_

*Used to check for conflicts of interest*

Do you want your mailed materials returned (additional costs may apply) Y/N? \_\_\_\_\_ (default is NO)

*Provide a FedEx or UPS return label, or prepaid Express Mail Flat Rate envelope, to have your mailed items returned*

File and time stamp we are to use for your free evaluation? \_\_\_\_\_

*This is so we can locate the event in your recording. Only list the event's actual date/time if it is also displayed on-screen*

What do you hope the final results will prove? \_\_\_\_\_

How did you hear of us? \_\_\_\_\_

If from the internet, what search words did you use? \_\_\_\_\_

Who else do you authorize to communicate with or by us regarding results or questions on this case?

*Leave blank to authorize your entire office*

Please detail the entire scope of work, and complete list of files, that we are to quote to you:

*Use a separate page for instructions as needed*

We only accept cases from prior clients, active attorneys (and their office), and those with a public service email (e.g. law enforcement or government agencies). We reserve the right to refuse service and do not accept cases from, nor communicate with, individuals, businesses or Pro-Se/Pro-Per.

Contact us if you feel that we should make an exception, and then enter that code here \_\_\_\_\_.

*An exception code does not qualify the recipient as a prior client for future cases*





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## Order Form (terms)

All four pages of this order form constitute the entire Agreement between Provider (Forensic Protection, Inc., its employees, ownership and assistants) and Client (detailed below), and replace all other Agreements whether explicit or implied, and shall be binding upon Client's heirs, employees, devisees, legatees, administrators, executors, successors, and assignees. All parties agree to only share electronic or physical items to which they possess the legal authority and permission to do so. Prior to accepting your case, terms and pricing may be withdrawn or modified without advance notice.

### LIMITED LIABILITY

Provider makes no guarantees or warranties, expressed or implied, as to the use, condition, legality or fitness of either the original or processed, electronic or physical media, or of Client's satisfaction with any results obtained. Client agrees to defend, indemnify and hold harmless, Provider regarding the media file(s) acquisition, the usage of Provider's services, any results produced, and any courses of action, claims, damages, and demands arising directly or indirectly from any of Provider services.

Client agrees to this entire Agreement & fee schedule, authorizes and becomes financially responsible to ensure Provider is paid in full for services ordered, and any future services via order, subpoena or court order/ directive for this case, shall become a part of this Agreement at the then current pricing.

Client agrees that funds become owed and non-refundable once Provider's work has begun, and that the maximum damages are the service fees paid by Client regardless of the legal theory used. The laws of Los Angeles County apply without a change in venue. If any portions of this Agreement, or its terms, are unenforceable by law or court order, all other terms and conditions shall remain in force.

### CLIENT (also used as the shipping address when applicable). PLEASE PRINT CLEARLY

Company \_\_\_\_\_

Address \_\_\_\_\_

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

Main phone \_\_\_\_\_ Direct phone \_\_\_\_\_

Your email \_\_\_\_\_ Mobile phone \_\_\_\_\_

Full name \_\_\_\_\_ Signor's title \_\_\_\_\_

Signature \_\_\_\_\_ Today's date \_\_\_\_/\_\_\_\_/\_\_\_\_

Please use additional pages to denote special instructions and/or a different shipping address





## Order Form (policies)

Statements, opinions and conclusions shall be based solely upon the evidence in accordance with professional standards, regardless of the hiring party's preferred outcome. Communications will include electronic methods (e.g. email, text, fax) unless explicitly directed otherwise in writing. It is our duty, and that of the hiring party, to timely inform the other of potential conflicts of interest. If preferred, a pre-paid retainer based solely on our hourly billing can be used in lieu of this agreement.

### TESTIMONY

If testimony should become necessary, we charge a fixed-rate fee as a non-refundable retainer due per day, or partial day, of testimony or travel, and all dates must be continuous. There is no charge for ground transportation (driving, parking, tolls, rentals, cabs, gas), accommodations and incidentals (meals, materials, tax, fees). *Once named as your expert, preparation time (emails, phone calls, and document review) is a flat \$1000, owed immediately, and is fully applicable toward the testimony fee.*

Travel is portal-to-portal from Van Nuys, California and rescheduling can be done only once without consuming the first day's testimony fee as a cancellation-administrative fee. Upon advance request, testimony fees can be invoiced as expenses plus hours, which may exceed the Expert flat rate fee.

### AIRLINE TRAVEL

If expert testimony requires airline travel, all ticketing fees, including any change or cancellation fees, are the sole responsibility of the Client. Travel must use either Burbank (BUR) or Los Angeles (LAX) airport, and be non-stop first class or the closest alternative when unavailable. As of August 2018 and until further notice, due to a family medical situation, Mr. Carner will only testify within 1000 miles of Van Nuys, CA to ensure same day travel. Video deposition-testimony remains available worldwide.

Flight times should account for potential weather, security or traffic delays. Any extra days required beyond your expert's control (e.g. flight delays-cancellations, traffic, changes by the court) are owed as additional testimony/travel days by Client. Early booking and refundable tickets are recommended.

### PRIVACY POLICY

All communications are confidential and cannot be disseminated to any third party or used for any purpose without express written consent or court order. Expert work is performed at the direction of counsel and is subject to the attorney client privilege and attorney work product doctrines.

Provider uses multi-layered electronic and physical security to protect their lab and client case files. Once results have been delivered, or the client's case has been closed, communications are allowed to age into deletion and the associated case files are either returned or destroyed.

