

2026 CONSULTING AND EXPERT AGREEMENT

Allied Emergency Services, Inc. · Litigation Support, Forensic Damage Documentation and Construction Expert Services

2501 Chatham Rd. STE 8068, Springfield, IL 62704 · (800) 792-0212 · info@alliedemergencyservices.com

1. INDEPENDENT CONSULTANT

Allied Emergency Services, Inc. ("Consultant") provides the services described in this Agreement to the retaining attorney and law firm ("Client") as an independent professional. Consultant is an Illinois-licensed storm damage restoration contractor. Consultant is not a law firm, an insurance adjuster or a public adjuster, and does not adjust, negotiate or settle insurance claims on behalf of any party; Consultant's work under this Agreement is performed for and at the direction of counsel in connection with pending or anticipated litigation, appraisal-adjacent proceedings excluded (see Section 11). **Payment to Consultant is not dependent upon the findings Consultant renders, on the outcome of any legal action, mediation, arbitration or trial, or on the amount or terms of any settlement.**

2. ADVANCE FEE

Client shall tender to Consultant, at Consultant's request, a non-refundable advance fee of **\$5,000** for consulting engagements. Billings for services performed and expenses incurred are charged against the advance until it is exhausted. When the advance is depleted, a subsequent advance at Consultant's discretion is due immediately, against which further fees and expenses are billed. Unlike the initial advance, the unearned portion of any subsequent advance is returned at the conclusion of Consultant's obligation to Client.

3. FEES FOR SERVICES

Client shall compensate Consultant at "The Rate" for all tasks performed under this Agreement, including travel time, but excluding time providing testimony and all work, preparation, travel and expense toward expert-witness services or testimony. If Consultant is or will be disclosed as an expert, Client shall compensate Consultant at the "Testimony Rate," plus reasonable travel, for all services rendered thereafter, including time spent preparing or waiting to give testimony, traveling to give testimony, giving testimony, breaks and meals during testimony days, reviewing documents or exhibits, interrogatories, depositions, inspections and report drafting. Fees are billed by the quarter hour.

The Rate (consulting)	Per hour
Residential property consulting — forensic documentation, scope and estimate analysis, records review	\$325
Commercial / large-loss consulting — multi-family, commercial roofing, associations	\$450
Principal (Curt Testa) when personally retained	\$450
Engineering (licensed P.E.) and meteorology (certified consulting meteorologist), coordinated by Consultant	Partner's rate + 15%
Testimony Rate (once disclosed as an expert)	Per hour

Residential — deposition, hearing, arbitration, trial and all related preparation	\$550
Commercial / large loss	\$625
Travel Rate	Per hour
Consulting travel beyond 50 miles of Consultant's office	\$150
Expert and testimony travel	Testimony Rate

Minimum charges and retainers.

1. Residential forensic inspection and documentation report, including travel within 100 miles: **\$4,250**
2. Commercial forensic inspection and documentation report: **\$6,500**
3. Rapid evidence-preservation inspection, on site within 48 hours of engagement, before mitigation or repair: **\$5,500**
4. Desk review / estimate and scope analysis without site visit: **\$2,250**
5. Trial retainer (non-refundable): **\$5,000**, due when a subpoena is served or a trial date is reserved.
Consultant will not hold any dates until the trial retainer is received.
6. Depositions: **three-hour minimum** at the Testimony Rate (non-refundable), due no later than seven (7) days before testimony. Consultant will not hold any dates until the deposition retainer is received.
7. Matterport / three-dimensional documentation: **\$850** for the first two hours, then The Rate. Drone roof survey is included in inspections where conditions and airspace permit.

Rates may be revised on thirty (30) days' written notice; work already retained under a signed engagement continues at the rate in effect when retained.

4. TRAVEL

When Consultant travels beyond the local area (50 miles or less from Consultant's office), the Travel Rate applies. Travel time begins when Consultant departs for the airport or, when driving, departs the current location, and ends on arrival at lodging or, for same-day trips, on return. For overnight travel the Travel Rate ends when Consultant departs the airport on return.

5. EXPENSES

Client reimburses expenses at actual cost: mileage at the IRS rate for the year incurred; air or rail at actual round-trip cost including baggage and connectivity fees; lodging at actual cost for travel beyond 50 miles; meals at actual cost up to \$100 per day; rental car and associated insurance where travel exceeds 50 miles; and photography, reproduction, exhibit preparation, evidence storage, laboratory or third-party testing, and other reasonable expenditures at actual cost.

6. CONSULTANT QUALIFICATIONS AND INDEPENDENCE

Client has had the opportunity to investigate and verify Consultant's training, licensure and experience and agrees Consultant is qualified to perform the services described. Client may not disclose or list Consultant as an expert to any court without Consultant's prior written approval. Consultant accepts engagements from

policyholder and defense counsel; Consultant's opinions are based on published standards — manufacturer installation specifications, the International Residential and Building Codes as adopted, National Weather Service damage indicators and NOAA/Storm Prediction Center records — and do not vary with the identity of the retaining party. **Disclosure:** Consultant maintains The Hail Files (docs.alliedemergencyservices.com), a public archive of court records in litigation involving State Farm Fire and Casualty Company, and has published reporting on those records. Consultant discloses this to any Client in a matter involving that carrier before accepting a testifying engagement.

7. CLIENT OBLIGATION FOR PAYMENT

Client is responsible for payment to Consultant as set out in this Agreement regardless of any arrangement Client has with the party Client represents or whether another person has agreed to pay Consultant's fees. While depositions taken during discovery by adverse counsel are generally the responsibility of the counsel noticing them, Client agrees to cover any deposition fees or costs adverse counsel fails to pay within the time set in Section 3. The law firm and the retaining attorney are jointly and severally responsible for all amounts owed. By engaging Consultant, Client represents that it has authority to bind the law firm to this Agreement. Invoices are issued periodically, are due on receipt, and are delinquent if unpaid thirty (30) days after issuance; interest accrues on delinquent balances at 1.25% per month.

8. WORK PRODUCT AND CONFIDENTIALITY

Consultant's notes, photographs, measurements, drafts and reports are prepared at the direction of counsel and are treated as confidential and, where applicable, as attorney work product until disclosed by Client. Consultant retains a copy of all materials for its records for not less than seven (7) years. Consultant does not publish, and The Hail Files does not include, any material obtained through an engagement under this Agreement.

9. INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless Consultant and its personnel from any claims arising from actions taken or opinions rendered in good faith in the performance of this Agreement.

10. GOVERNING LAW; PREVAILING PARTY

This Agreement is governed by the laws of the State of Illinois. Any litigation under it shall be brought in the Circuit Court of DuPage County, Illinois. In any dispute arising out of this Agreement, including collection of outstanding invoices, the prevailing party is entitled to recover all expenses incurred, including reasonable attorneys' fees.

11. SCOPE LIMITATIONS

Consultant does not act as an appraiser or umpire under an insurance policy's appraisal clause, does not act as a public adjuster, and does not communicate with an insurer on a policyholder's behalf regarding the adjustment, negotiation or settlement of a claim. Where a matter requires a sealed engineering opinion or a meteorological causation opinion, Consultant coordinates licensed professionals as set out in Section 3.

Client agrees to this Agreement by assigning or requesting services from Consultant.

Retaining attorney (print / sign /
date)

Law firm

Allied Emergency Services, Inc.
— Curt Testa, Owner

Allied Emergency Services, Inc. · Illinois-licensed storm damage restoration contractor · Serving Illinois, Wisconsin, Indiana and
Michigan · Rate schedule effective September 2026