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VIA ELECTRONIC MAIL

CONFIDENTIAL Communication
NOTE: COPIED TO OPPOSING COUNSEL

March 2, 2015

Jack Sheridan, Esq. (jack@sheridanlawfirm.com)
Sheridan Law Firm, P.S.
705 2nd Ave, Suite 1200
Seattle, WA 98104

**RE: Engagement Agreement: Neutral Computer Forensics/Discovery
Engstrom and Stockwell v. Microsoft, Superior Court (King County
WA) Cause No. 15-2-04785-0 SEA**

Dear Mr. Sheridan:

We appreciate the opportunity to work with you in this matter. The purpose of this letter is to set forth the terms of engagement of our firm, BLANK Law & Technology P.S. (BLT), and to familiarize you with our practices as we move forward. Please read this letter carefully.

SCOPE OF WORK

Our initial scope of work in this matter is to secure custody of recordings, which we understand to be on one or more DVDs, pending further agreement of the parties or Court Order. We will also, with the understanding that this is done with the agreement of the parties, make one copy of the recordings and deliver it to counsel for Microsoft.

Any additional services will be undertaken only ~~at your express instruction~~. We will discuss the cost-benefit to all future action with you to help you make informed decisions.

BLT will keep chain of custody documents noting locations, dates, + times of

ESTIMATE OF FEES AND COSTS

Whenever possible, we attempt to provide clients with what we believe—based on our experience and understanding of each project—is an estimate of the fees and costs that may be incurred as we move forward. Of course, an “estimate” is just that: it may vary significantly based on developments that may or may not be within our control. We will keep you informed of changes in our estimates, and we will work with you to keep our fees reasonable.

by court order or written agreement of the parties.
WS.
access of the recordings.
WS

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www.digital-legal.com | 206.256.9699

In this matter, our initial estimate includes the following:

Pickup of storage media; delivery of copy to Microsoft counsel: \$250
Image (copy) and verify media: \$250/hr, minimum 2 hours (\$500)
Hourly rates associated with communications: 2 hours @ \$400/hr (\$800)
Secure storage longer than 6 months: \$250/item/year

Estimate: \$1500, plus any storage fees beginning after September 2015.

We will discuss costs and benefits relative to risks as we move forward, and we will strive to help you make informed business decisions based on the state of the law, your business realities, and our informed analysis.

BILLING PRACTICES & ADVANCE FEE DEPOSIT

I will be the person in our firm primarily responsible for providing services to you on this matter. Although I may delegate portions of your work to other attorneys, technicians and project managers in order to make our services as cost effective and timely as possible, you should always feel comfortable calling me directly to discuss work status, priorities, work-related concerns, or any other matter of interest. My current billing rate is \$400 per hour. Billing rates for attorneys, engineers, technicians and legal assistants with BLT range from \$125 to \$595 per hour.

As with all matters, we require an advance fee deposit equal to the initial estimate; in this matter, \$1500. Advance fee deposit funds are advances against future billings and will be placed in Blank Law & Technology's primary client trust account. Any interest earned on the funds in our trust account will be paid, as required by law, directly by the bank to the Washington State Bar Association's Legal Foundation of Washington to fund legal services for indigent persons. If at the termination of our services the total amount of fees and costs incurred and unpaid is less than the remaining balance in the trust account, the entire difference will be refunded to you.

We will invoice you monthly for all fees and costs. Our monthly invoices are due and payable upon receipt; if not paid within 30 days, in whole or in part, you will be charged a late fee equal to 1% per month on the outstanding balance from the date of the invoice until paid. At our discretion, invoices unpaid after 30 days will be paid from any funds available in the trust account. We may ask you to replenish or increase the trust account from time to time, depending on circumstances and the volume of work we are undertaking.

COMMUNICATIONS

It is our policy not to charge for long distance telephone fees incurred during brief conversations with clients. Our clients are located around the United States and throughout the world; it is contrary to our basic philosophy regarding the value of our services to penalize clients who happen to not be based in Seattle or who are traveling.

In addition, although we keep time records in tenths of an hour increments, we do not ordinarily charge for telephone conversations, responses to email inquiries, or other work that is routine in nature and does not aggregate more than one tenth of an hour per day. We prefer for clients to be comfortable calling us on small issues, before they become big issues, without worrying that the "meter is running." We want to do everything possible to help make you comfortable with our relationship and to facilitate your interaction with the other attorneys at BLT who are supporting your needs.

We will endeavor to inform you promptly of material developments relating to our services on this project and will consult with you about decisions relating to those developments. We will also send you copies of significant correspondence and other documents. We encourage you to ask us about issues that are unclear to you, to advise us of developments that might affect our work for you, and to let us know of any concerns or questions you have about our work.

You may contact me via e-mail at: eblank@digital-legal.com. Although it is the position of the American Bar Association that the attorney-client privilege applies to e-mail communications, e-mail is easily intercepted, lost, or inadvertently produced. Accordingly, please do not send sensitive information via electronic mail. Similarly, in an emergency or where a response is time-critical, please communicate with me via telephone. My cell phone number is 206-890-7358.

CONFIDENTIALITY AND PRIVILEGE

Our work for you, as for all of our clients, is absolutely confidential except as you direct. In addition, BLT is an information security law firm, and I and other attorneys in the firm are licensed to practice law in the State of Washington. To the extent our work in this matter constitutes a communication between attorney and client, or is attorney work product, your client's communications and our work is additionally protected by the force of law.

In this matter, we are acting as a neutral. Thus, although our work is confidential with respect to the rest of the world, **WE WILL COPY ALL COMMUNICATIONS FROM OR TO YOU TO COUNSEL FOR OPPOSING PARTY/PARTIES.** Accordingly, we recommend that you do not share with us any sensitive matter-

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related information except to the extent necessary for us to perform our work. Also, as a matter of preference and as a courtesy to the other party/parties, please limit *ex parte* telephone communications to administrative matters only.

We have worked in the hybrid attorney-technician area for many years and are comfortable with the issues that may arise. We will keep you informed of developments in this direction.

BLT ROLE IN THIS MATTER

Our role in this matter is to provide informed electronics expertise and computer forensics support related to litigation, as we have done on hundreds of projects since our founding in 2001. Neither I, nor my firm, have been retained as litigation counsel. Our role is limited as described in the Scope of Work.

* * * * *

If you agree to the terms of this engagement, please sign where indicated below and return a copy to my attention at your earliest convenience along with payment of the \$1500 advance fee deposit. Our wire coordinates are set forth on the next page; or we can accept a check. Please call or email with any questions.

Once again, thank you for the opportunity to be of service. We look forward to working with you.

Sincerely yours,

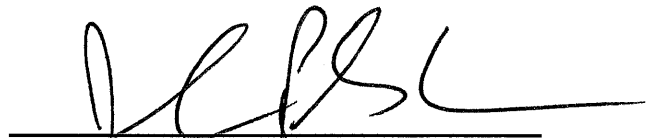
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Eric P. Blank

AGREED:

Sheridan Law Firm, P.S



Jack Sheridan, Esq.

DATE: 3/2/15

cc: Rob Maguire, Esq., counsel for Microsoft (robmaguire@dwt.com)

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International Wiring Instructions
Blank Law & Technology PS

Receiving Bank:

Pacific Coast Bankers Bank
San Francisco, California 94104
ABA 121042484
SWIFT PCBBUS66

Beneficiary:

Savi Bank (fkn Business Bank)
1854 S Burlington Blvd
Burlington WA 98233
Routing No: 125108748

Remittance:

Credit To:

Blank & Associates PS/Blank Law & Technology PS
Account No: 1600005910

Beneficiary Bank Telephone Number (USA): 360-707-2272

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