Sphaerus LLC dba Envirogyn®
Environmental Health, Biochemistry & Laboratory Sciences
617 8th Ave N, Texas City, TX 77590 • (281) 694-5742 • legal@envirogyn.com

SPECIMEN ENV-SPEC-EW-2026-0094 • DAUBERT / TEXAS RULE 702 • CONFIDENTIAL / PRIVILEGED

Expert Witness & Scientific Consulting Agreement

Model Litigation Retention Contract, Statutory Independence Terms & Published Forensic Rate Schedule

SPECIMEN
RULE 702

INITIAL RETAINER	CONSULTING / FIELD	DEPOSITION / TRIAL	STATUTORY FIREWALL
$2,000	**$350–$375**	**$450–$500**	**100% Indep.**
$500 Evergreen Threshold	Per hr (0.1-hr billing)	Per hr (3-hr / 4-hr min.)	Tex. Occ. Code § 1958.155

This Expert Witness & Scientific Consulting Retention Agreement ("Agreement") is entered into and made effective as of the date of execution by and between the parties identified below *(populated with 100% fictitious counsel and docket details for prospective attorney review)*:

Expert Consultant	**Sphaerus LLC dba Envirogyn® ("Expert")** • Lead Expert: **Charles Aaron Lehnhoff**, MLS(ASCP)^{CM} #246841 Disciplines & Credentials: Biochemistry • Clinical Laboratory Sciences • TDLR Mold Assessment Consultant (MAC #1544, Exp. 06/24/2028) • TDLR Mold Analysis Laboratory (LAB #1050, ISO/IEC 17025:2017) • Lead Risk Assessor • Environmental Site Assessment (ASTM E1527-21 EP) • ANSI/IICRC S520/S530 Statutory Standards		
Retaining Counsel (Fictitious)	**Vance, Mercer & Sterling LLP** Lead Counsel: Elena Vance, Esq. (Partner) 1200 Smith St, Ste 2400, Houston, TX 77002	**Party Represented**	Bayou Crest Commercial Holdings, LLC (Plaintiff / Property Owner — Fictitious)
Matter / Property	*Bayou Crest Commercial Holdings, LLC v. Gulfshore General Contractors, Inc.* (Envelope & Microbial Litigation)	**Case / Docket No. & Effective Date**	Cause No. 2026-CV-00000 District Court, Galveston Co., TX • Eff. April 2, 2026

1. SCOPE OF ENGAGEMENT

Retaining Counsel retains Expert to perform multi-disciplinary scientific, clinical laboratory, and environmental building-science evaluations, including: technical review of microbial spore traps, mycotoxins, culturable fungal assays, clinical diagnostic markers, Phase I/II Environmental Site Assessments (ASTM E1527-21 / E1903-19), lead risk assessments, structural moisture mapping, building physics and psychrometrics, property condition evaluations, mold remediation protocol auditing, and statutory compliance (Texas TDLR 16 TAC Ch. 78, Texas Occupations Code Ch. 1958, EPA/OSHA, and ANSI/IICRC S520/S530), expert report drafting, and expert deposition or trial testimony relating to the matter referenced above.

2. OBJECTIVITY, INDEPENDENCE & STANDARD OF CARE

Expert is retained strictly as an independent scientific expert. Expert maintains strict statutory independence from physical remediation contracting pursuant to **Texas Occupations Code § 1958.155** and **16 TAC § 78.72**, evaluating evidence objectively under peer-reviewed scientific methodologies across biochemistry, clinical laboratory diagnostics, environmental health, physical building science, and governing statutory standards. Compensation is strictly for professional time, specialized expertise, and reimbursable expenses, and is **never contingent** upon the outcome of this matter, the nature of Expert's findings, or the content of any testimony.

3. REIMBURSABLE OUT-OF-POCKET EXPENSES & LABORATORY PASS-THROUGH

Retaining Counsel agrees to reimburse Expert for all reasonable, direct out-of-pocket project expenses, including: accredited ISO/IEC 17025 environmental & clinical laboratory analytical fees (including rush surcharges authorized for expedited turnaround), mileage at the prevailing IRS standard rate, commercial travel and lodging expenses, specialized sampling media/cassettes, calibrated instrument rental (where non-standard), and expedited courier or subpoena production costs, billed at actual cost with supporting receipts.

Daubert / Texas Rule of Evidence 702 Defensibility Notice: All analytical conclusions produced under this engagement adhere to published ASTM International test methods (D7391, D7658, E1527-21, E1728), ANSI/IICRC S520/S530 consensus standards, and ISO/IEC 17025:2017 optical traceability protocols under active clinical laboratory oversight (MLS(ASCP)^{CM} #246841).

4. PROFESSIONAL FEE SCHEDULE (PUBLISHED 2026 LITIGATION RATES)

Retaining Counsel agrees to compensate Expert in accordance with the established professional fee schedule set forth below:

SERVICE CATEGORY & DELIVERABLE SCOPE	BILLING RATE	BILLING TERMS & MINIMUMS
Case File Review, Technical Research & Consultation Analysis of biochemical/clinical lab data, moisture logs, opposing expert reports, counsel conferences.	$350.00 / hr	0.1 hr (6-minute) increments
On-Site Environmental Inspection, Moisture Mapping & Sampling Physical building forensic assessment, lead/mold/ESA sampling, FLIR thermography, psychrometrics.	$375.00 / hr	Plus direct ISO 17025 laboratory fees
Formal Expert Report & Statutory Protocol Drafting Preparation of Daubert / Rule 702 compliant expert reports, affidavits, declarations, or formal rebuttals.	$350.00 / hr	0.1 hr (6-minute) increments
Deposition Testimony (Virtual or In-Person) Direct examination, cross-examination, and reserved deposition calendar time.	$450.00 / hr	**3-Hour Minimum ($1,350.00)** Prepaid prior to appearance
Trial, Hearing & Arbitration Testimony Courtroom testimony, voir dire, demonstrative exhibit presentation, and on-site court standby.	$500.00 / hr or $3,500.00 / Day	**Half-Day (4-hr) Minimum ($2,000.00)** Prepaid prior to appearance
Travel Time (Portal-to-Portal) Transit time from Expert's Texas City headquarters to inspection site, deposition venue, or courthouse.	$175.00 / hr	50% of standard hourly consulting rate

5. INITIAL RETAINER & EVERGREEN RETAINER PROVISION

Initial Retainer Deposit: Retaining Counsel shall provide an initial retainer of **$2,000.00** upon execution of this Agreement. Expert will commence formal file review, conflict clearance logging, and technical document analysis immediately upon receipt of cleared funds and executed Agreement.

Evergreen Replenishment: All professional fees and direct expenses incurred will be billed against the retainer deposit. Whenever the remaining balance falls below **$500.00**, Retaining Counsel agrees to replenish the retainer back to the initial $2,000.00 amount within ten (10) calendar days of invoice notice. Any unearned portion of the retainer remaining upon formal written conclusion of Expert's services will be promptly refunded within fifteen (15) business days.

6. CANCELLATION & RESCHEDULING POLICY

Because deposition and courtroom appearances require Expert to reserve exclusive calendar dates and decline competing laboratory, field, and consulting engagements:

Depositions (48-Hour Window): If a scheduled deposition is cancelled or postponed with less than **two (2) full business days (48 hours)** advance written notice, a cancellation fee equal to the 3-hour minimum (**$1,350.00**) shall be charged.

Trial & Hearing Appearances (72-Hour Window): If scheduled trial testimony or courtroom standby is cancelled or continued with less than **three (3) full business days** advance written notice, a cancellation fee equal to the half-day standby rate (**$1,750.00**) shall be charged.

7. THIRD-PARTY SUBPOENAS, DISCOVERY PROTECTIONS & TRANSCRIPTS

If Expert is served with a deposition subpoena, cross-examination notice, or document production request by opposing counsel or third parties relating to this engagement, Retaining Counsel shall remain responsible for ensuring Expert is compensated at the established rates herein for all preparation, document retrieval, privilege screening, and appearance time. Retaining Counsel agrees to provide Expert with a complete certified copy of all deposition transcripts and video recordings at no cost to Expert within fourteen (14) calendar days of receipt.

8. DIRECT OBLIGATION OF RETAINING COUNSEL & PAYMENT TERMS

Primary Liability: Retaining Counsel acknowledges that the Law Firm is directly and personally responsible for the timely payment of all fees and expenses billed by Expert under this Agreement. Expert's compensation is not contingent upon Retaining Counsel securing reimbursement from their client, insurance carriers, settlement proceeds, or opposing counsel.

Payment Terms: Itemized invoices are rendered bi-weekly or monthly and are due upon receipt (Net 15). Balances past thirty (30) days accrue late interest at 1.5% per month (18% per annum). Remittance may be made via law firm check payable to **Sphaerus LLC**, direct ACH/Wire, or online credit card portal. Executed IRS Form W-9 is attached as Exhibit B. Expert reserves the right to suspend services, withhold unissued reports, and decline testimony if invoices remain delinquent.

9. CONFIDENTIALITY & WORK-PRODUCT PRIVILEGE

Expert shall maintain strict confidentiality regarding all non-public case information, litigation strategies, attorney-client privileged communications, and work product disclosed by Retaining Counsel, subject to applicable Texas or Federal Rules of Civil Procedure discovery disclosures and valid court orders.

10. GOVERNING LAW, JURISDICTION & FILE RETENTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal proceedings arising hereunder shall be brought exclusively in the state courts of Texas, and the prevailing party shall recover reasonable attorney's fees. Electronic signatures transmitted via PDF are deemed original under the Texas Uniform Electronic Transactions Act (Texas UETA). Case files and analytical records are archived securely for three (3) years following matter conclusion.

11. EXECUTION & ACCEPTANCE (SPECIMEN ONLY)

TEXAS UETA ELECTRONIC EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below:

FOR EXPERT: SPHAERUS LLC DBA ENVIROGYN®

[ELECTRONIC SIGNATURE ON FILE — SPECIMEN ONLY]

Printed: Charles Aaron Lehnhoff, MLS(ASCP)^{CM}
Title: Principal Environmental Scientist / Consultant
Credentials: TDLR MAC #1544 • TDLR LAB #1050
Date: April 2, 2026 (Specimen)

FOR RETAINING COUNSEL (FICTITIOUS LAW FIRM)

[SPECIMEN EXECUTION BLOCK — NOT FOR FILING]

Law Firm: Vance, Mercer & Sterling LLP (Fictitious)
Printed: Elena Vance, Esq.
Title: Lead Counsel / Litigation Partner
Date: April 2, 2026 (Specimen)

Attached Standard Exhibits Included Upon Formal Retention:

[X] Exhibit A: Curriculum Vitae, Daubert Testimony Log & Active Credentials (MLS(ASCP)^{CM} #246841 / TDLR MAC #1544 / TDLR LAB #1050)
[X] Exhibit B: Executed IRS Form W-9 & Wire/ACH Instructions (Sphaerus LLC • 617 8th Ave N, Texas City, TX 77590 • accounting@envirogyn.com)
Request Conflicts Check: Email case caption and opposing parties to **legal@envirogyn.com** or call **(281) 694-5742**.