SPLC Southern Poverty Law Center

Fighting Hate
Teaching Tolerance
Seeking Justice

Southern Poverty Law Center
400 Washington Avenue
Montgomery, Alabama 36104
Tel: 334.956.8200

December 19, 2014

Dr. Randi Ettner
REDACTED

Re: ***Expert Retainer Agreement re: Ashley Diamond***

Dear Dr. Ettner:

This letter will confirm that the Southern Poverty Law Center ("SPLC") has retained you to provide expert consulting services and an expert assessment of our client, Ashley Diamond.

We have agreed that you will be compensated for your clinical services, review of records, or report generation at a rate of [redacted] an hour, and [redacted] per hour for deposition or trial testimony, in quarter-hour increments. We have further agreed that you will be compensated for travel time at a rate of [redacted] an hour, up to [redacted] per day.

When your work entails travel, we will also pay all reasonable travel expenses, including airline travel in coach class. We ask that you do your best to make travel arrangements, such as flights, sufficiently in advance to ensure reasonable costs. Your itemized bills should be emailed to the Southern Poverty Law Center [redacted] @splcenter.org and [redacted] @splcenter.org). If you have questions about costs, do not hesitate to contact Chinyere Ezie for clarification. For business expenses, including transportation, lodging, and meals during case-related travel, please save your original receipts and include them with your invoice. We will issue payment no later than 30 days (but usually within two weeks) after receiving your invoice.

While you will be working closely with SPLC during the course of your engagement, the conclusions you reach and the testimony you provide in the course of this matter will be based upon your own investigations, evaluations, analyses, and independent judgment. If you do not have sufficient information to reach a conclusion as to a particular matter, you will notify us and describe the information you require. We will provide such information if we are able to do so.

In the course of your work, we will supply you with certain confidential information and documents, including materials prepared by SPLC. We may ask you to provide written and/or oral expert testimony on behalf of our client, and you may generate certain materials in preparing for such testimony. If you rely on information secured from other sources, we ask that you keep copies of such material for future reference. Any written material that you create and/or upon which you rely may be discoverable in litigation. You agree not to disclose any such documents or information to any person or entity, except as SPLC may expressly authorize.

All communications between you and SPLC and/or between you, Ashley Diamond, and any co-counsel or litigation consultants, whether oral or written, are protected by certain legal privileges and should, therefore, be treated with the strictest confidentiality. Accordingly, you agree not to disclose any of such communications to any person or entity, except as SPLC may expressly authorize.

While this litigation is ongoing, you agree not to enter into any work arrangements with the Georgia Department of Corrections, the State of Georgia, or parties to any lawsuit filed by or on behalf of Ashley Diamond, concerning the matters involved in this investigation.

This letter constitutes the full and complete agreement between the parties.

We are very pleased that you have agreed to work with us on this matter. If the terms described above are acceptable to you, please confirm your acceptance of this agreement by signing this letter and returning it to us. We will return a copy for your records. If you have any questions, please do not hesitate to contact me.

Sincerely,

[redacted]

I have read the foregoing agreement and concur that it accurately and completely represents the terms and conditions of my engagement by the Southern Poverty Law Center.

Dated: _____ _____

Dr. Randi Ettner