



PO Box 130
Williamston, MI 48895
Phone: 517-230-0456

Services Agreement

1. Parties. This contract is entered into by Kathleen Lopilato and LopilatoLaw PLLC ("Expert") and the Law Firm of _____ concerning the legal matter of _____ ("Client").
2. Retention. Expert will be retained by Client only after execution of this contract by all parties and payment of the initial non-refundable retainer as described in paragraph 4. Expert does not have any obligations to Client prior to these requirements being met. Permission to use Consultant's name or in any way indicate that she is an expert witness or Consultant for Client's side of the case, either informally or formally with other parties, is not granted until the retainer has been paid.
3. Expert's Fees and Expenses. Fees for time spent by Expert on this case are set out in the rates listed in Appendix A, which is incorporated by reference. The Expert's time will be recorded and billed in increments of one-tenth of an hour.
4. Payment Terms. All payments must be made payable and sent to LopilatoLaw, PLLC, P.O. Box 130, Williamston MI 48895. The \$2500 retention retainer is non-refundable, earned upon receipt, and serves as the minimum fee. Expert will invoice against this retainer at least monthly. Overdue invoices incur 1.5% monthly interest. Client is responsible for obtaining any deposition fees owed by others. If court-ordered reductions occur, Client still owes Expert the full fee per attached appendix A. Expert will not release reports or testify until all outstanding fees and expenses are fully paid.
5. Duties of Client. The Client's responsibilities include, but are not limited to, the following:
 - a. Comply with all applicable rules of professional conduct for attorneys.
 - b. Make payments as specified in Paragraphs 3 and 4.
 - c. Provide the Expert with access to all relevant non-privileged documents and informing them of all parties and attorneys involved, for the purpose of conducting conflict checks.
 - d. Promptly notify the Expert of any pre-trial motions or actions that could affect the scope of the Expert's testimony.
 - e. Obtain the Expert's approval for sections of legal documents that pertain to their qualifications, methodologies, opinions, and testimony.
 - f. Be available for meetings with the Expert as necessary prior to testimony.
 - g. Inform the Expert promptly of the scheduled time and location for expert's testimony.



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- h. Immediately notify the Expert upon the settlement or conclusion of the legal matter.
6. Duties of Expert. The Expert will accurately represent their credentials and give honest opinions only within their qualified areas, as requested by the Client. Opinions may differ from the Client's and are subject to change with new information. The Expert is not obliged to provide opinions if deadlines or restrictions prevent thorough analysis. If needed, the Expert will prepare written reports, meet reasonable deadlines, testify, and consult. The Expert's cellular number is 517-230-0456.
 7. Expert's Right of Withdrawal from Case. Expert shall have the absolute right to withdraw, without any liability, from the case if Client violates any of the duties specified in paragraph 5 above or if expert discovers a conflict of interest which precludes Expert's further involvement in the underlying legal matter.
 8. Withdrawal. Notice of withdrawal under Paragraph 7 shall be in writing from Expert to Client. In the event of withdrawal, the parties agree that Client remains fully liable for all accrued but unpaid fees, expenses, and interest.
 9. Termination. This contract shall be terminated upon written notice to Expert from Client at any time or by Expert's withdrawal pursuant to paragraph 7, or at such time as Client is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination Client is still responsible for all sums owed to Expert.
 10. Document/Evidence Retention. Expert shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter for more than 30 (thirty) days following the termination of this agreement. Expert shall return (at Client's expense) all records and evidence in the underlying legal matter to Client if a written request to do so is received by Expert within the 30 (thirty) days following the termination of this agreement.
 11. Travel. Travel shall be billed at actual hours times \$100. Mileage shall be at the current government rate. Overnight stay shall be prepaid if requested by expert.
 12. Airline Flights. All airline flights taken by Expert shall be direct, non-stop, coach class where possible and any reward points/mileage shall be retained by expert unless otherwise specifically agreed to by the parties in writing.
 13. Disputes. Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State in which the Expert is domiciled, presently Michigan. The law of the State in which the Expert is domiciled will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing

