



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

Consulting Services Agreement

1. Parties. This contract is entered into by Kathleen Lopilato and LopilatoLaw PLLC ("Consultant") and the Law Firm of _____ concerning the legal matter of _____ ("Client").
2. Retention. Consultant 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. Consultant 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 a 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. Consultant's Fees and Expenses. Fees for time spent by Consultant on this case are set out in the rates listed in Appendix A, which is incorporated by reference. The Consultant'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 \$500 retention retainer is non-refundable, earned upon receipt, and serves as the minimum fee. Consultant will invoice against this retainer at least monthly. Overdue invoices incur 1.5% monthly interest. Consultant will not release reports 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 Consultant with access to all relevant non-privileged documents and information about the parties and attorneys involved, for the purpose of conducting conflict checks.
 - d. Be available for meetings with the Consultant as necessary.
 - e. Immediately notify the Consultant upon the settlement or conclusion of the legal matter.
6. Duties of Consultant. The Consultant 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 Consultant is not obliged to provide opinions if deadlines or restrictions prevent thorough analysis. If needed, the Consultant will prepare written reports, meet reasonable deadlines, and consult. The Consultant's cellular number is 517-230-0456. Client understands that Consultant is not being hired as



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an expert witness, and should those services be requested, Client will execute a separate agreement for those services.

7. Consultant's Right of Withdrawal from Case. Consultant 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 Consultant discovers a conflict of interest which precludes Consultant's further involvement in the underlying legal matter.
8. Withdrawal. Notice of withdrawal under Paragraph 7 shall be in writing from Consultant 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 Consultant from Client at any time or by Consultant'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 Consultant.
10. Document/Evidence Retention. Consultant 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. Consultant 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 Consultant within the 30 (thirty) days following the termination of this agreement.
11. Travel. Travel shall be billed at actual hours times \$50. Mileage shall be at the current government rate. Overnight stay shall be prepaid if requested by Consultant.
12. Airline Flights. All airline flights taken by Consultant shall be direct, non-stop, coach class where possible and any reward points/mileage shall be retained by Consultant 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 Consultant is domiciled, presently Michigan. The law of the State in which the Consultant 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 party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Client shall be responsible for payment of attorneys' fees and expenses associated with the Consultant's efforts to collect monies owed under the terms of this Contract.

