

Steve Capellini — Massage & Spa Industry Expert

Letter of Engagement & Fee Agreement for Expert Witness Services

This agreement is between Steve Capellini and _____ (hereafter referred to as the Client) who has signed below. Under the agreement, Steve Capellini agrees to provide services as outlined here regarding standards of care in the massage and spa industry. Services may include consultations with the Client or others, a preliminary opinion letter, case review, technical investigation, spa site visits, preparation of reports, pretrial conferences, assistance in preparation for depositions and other discovery, testifying in a deposition, preparation for trial and appearance in courtroom for trial.

Retainer: A retainer of \$3000.00 is due in advance and deemed to be earned upon receipt. Once the retainer is rendered and accepted, I make myself available to handle the matter on the Client's behalf, and I refuse employment by other parties associated with the case. The retainer is not refundable. Work shall be billed at \$300.00/hour. Any balances beyond initial retainer are due upon presentation of report and/or invoice. Check and PayPal are acceptable forms of payment. *Steve Capellini is not retained until a retainer fee and a signed copy of this Agreement are received.*

Deposition: Taken by any party to trial: \$600 for two hour minimum. Any additional time is \$75 per 15 minutes or part thereof, to be paid at the conclusion of the deposition. Expenses (including but not limited to travel, parking, meals, etc.) are additional. **Distance travel:** For depositions given outside of Miami-Dade County, fee is \$1500/day, each day or portion of day spent away from the office, plus expenses (travel, parking, meals, etc.).

Appearance for courtroom testimony: \$2000.00 per day or portion of day spent out of the office, plus expenses (travel, parking, meals, etc.) to be paid at least ten days prior to arrival at court, due whether or not actually called to the witness stand. If notice is given at least one day in advance that the trial is continued or otherwise delayed, full payment will be returned. Court exhibits charged at cost.

Travel: Long distance travel charges (business class airline & hotel) to be paid in advance or arranged by client. Additional expenses may include, but not limited to: meals, ground transportation, phone charges, and all other reasonable travel expenses (billed at cost).

Stand-by: \$750 per day to clear calendar while waiting to be called to court or deposition.

Payment: Payment is due when services are rendered, except for the retainer and court appearance fees, which must be paid in advance. Payment is not contingent on testimonial qualifications, testimony, or outcome. The undersigned agrees to remit upon receipt of invoice. Steve Capellini reserves the right to suspend all work and refuse delivery of further services until outstanding balances are paid in full. Steve Capellini further reserves the right to withdraw from retention on any account that is more than 30 days past due. Balances over 30 days are delinquent and subject to 1½% interest per month on the unpaid balance. In the event it becomes necessary to refer any unpaid bills to an attorney for collection, the Client agrees to pay all costs and reasonable attorney's fees. In the event the account is not paid in full prior to payment of any monies or other things of value to Client and/or Client's attorney, Client expressly gives to Mr. Capellini a lien on such proceeds to the extent of the balance then due, and the signature of the attorney for Client is Client's contractual agreement with Mr. Capellini that Client will first remit to Mr. Capellini all monies due pursuant to this agreement or pursuant to the lien herein mentioned above, before disbursement of any funds or things of value to any person or entity.

General: Any documents not returned to client may be destroyed three years after the date below. If a letter of opinion is requested, that letter becomes the sole property of the Client. Further, any opinion (preliminary and/or final) provided by Steve Capellini is for the exclusive use of the Client. If the opinion provided by Mr. Capellini is used by the Client for any purpose, or, in a manner which results in the initiation of litigation, upon which Steve Capellini is named as a party, the Client agrees to pay any and all attorneys' fees and costs incurred by Steve Capellini relating to said litigation.

I understand and agree to abide by the above statement of fees and make payment as it is due:

Signed (Client)

Please return the original fee agreement to the address below and retain a copy for your files.

Date