



K&R Forensic Computer, Audio, Video

28533 GREENFIELD, SOUTHFIELD, MI 48076

Ken@KandRForensic.com (248)557-8276 www.KandRForensic.com



SERVICES AND WORK AGREEMENT

This agreement sets forth the entire Services and Work Agreement with Ken Glaza of K & R Forensics to the

Law Firm of, or individual _____ (herein called Client).

It is agreed as follows:

- 1. Initial Consultation Meeting:** The initial consultation between a Client and Ken Glaza of K and R Forensics (hereinafter referred as Expert or Expert Witness) is mandatory before Expert Witness will agree to provide any services. This initial consultation meeting will allow the Expert to create a plan of execution, give an estimate of the overall costs of the project and possibly providing lab results of value. However, the estimate may change at any time due to unknown contingencies that may arise during the project. It is required that the Client bring all necessary documents, files, recordings, video and materials to facilitate in the resolve of the issue as described in #13 Scope Of Work, or for the creation of a plan that will properly serve the Client's needs. After the Expert Witness has had the opportunity to review the Client's project and possibly add value, Expert Witness will require a non-refundable and replenish-able retainer fee minimum to be paid before Expert Witness renders any additional service. The charge for the first hour is \$350 minimum.
- 2. It is expressly agreed and understood by the parties that the Expert Witness retains the right of refusing to allow a Client to insert Expert Witness' name on any court pleading or in any answer in discovery unless Expert Witness is officially retained as set forth herein. In the event that Expert Witness discovers that a Client has inserted his name on any pleading or any answer to discovery without officially retaining Expert Witness, Expert Witness reserves the right to contact the assigned judge to report a fraud upon the Court and to invite the Court to issue sanctions since this practice is contrary to the interests of justice. Further, Expert Witness reserves the right to testify as to the fraud since there is no conflict of interest between the Expert Witness and the Client because Expert Witness was never officially retained.**
- 3. Employment of Forensic Expert Witness:** Once this Agreement is executed by the parties and the Client has given a non-refundable replenish-able retainer of \$ _____ (**\$350 Minimum**) to the Expert Witness, the Expert Witness will begin to perform the services under this agreement as stated in #14 Scope of Work. This is an estimate based on the current knowledge in the matter of controversy and could change depending on the nature of the work needed after examination. In the event that the retainer has been exhausted, Expert Witness will stop working on Client's matter and has no obligation to render any further services unless it is replenished by the Client. The amount of the replenishment for the retainer will be determined at the appropriate time fixed by the Expert Witness. The Client will be notified of the amount necessary to replenish the retainer via telephone, fax, email or letter sent by the U.S. postal service.
- 4. Billing Statements:** The Expert Witness will bill the Client periodically. The initial non-refundable retainer will be used to pay the amount of each invoice, and each statement will indicate the amount of the non-refundable retainer applied to pay for services, costs, and expenses. In the event that there are any outstanding charges or costs that have not been paid within thirty (30) days of billing, an attempt will be made to charge the credit card provided here on including a 4% service charge. If it is denied, the outstanding invoice will be transferred to a collection agency and or a collections attorney. It is agreed by both parties that Client will pay for collection costs, 1.5% per month interest and 10% late fee penalties if any invoices are not paid within 30 days of billing.



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5. Services Fees and Payment Terms:

a. **In-House Services:** The minimum charge is \$350.00 per incident for the first hour and \$225.00* for each consecutive additional hour or any portion thereof. Billing for these services will be in full hour increments. An additional \$50.00 per hour will be assessed if the services require attendance or the use of internet streaming video (Zoom) of lab and work areas during the project. If there is a need for telephone hook-up, the hourly rate will be increased by \$50.00 per hour including any telephone charges.

b. **Local Deposition or Court Appearances:** At the time of any deposition or court appearance(s), Client's account must be current and Client must have a minimum of \$350.00 in account to secure Expert Witness' attendance for the first hour. If any portion of any subsequent hour is used, the rate is \$225.00* per hour and will be billed in full hour increments. In the event that Client does not comply with the above referenced requirements to secure Expert Witness' attendance and the Expert Witness receives a subpoena ordering him to attend, then Client will be charged \$350.00 per hour from portal to portal including travel expenses. In addition, Expert Witness has the right to advise the Court or all attorneys involved, of the Client's delinquency. All travel fees in #6 are in addition.

c. **Local Consulting, Courtroom & Deposition Preparation:** These services include but are not limited to the following: meetings, discussions, telephone conversations, research, consultations, or preparation for upcoming depositions or court appearances. The minimum charge for these services is \$350.00 per incident for the first hour and \$225.00* for each consecutive additional hour or any portion thereof.

* "Local" is defined as an area within 25 miles radius from Southfield, MI 48076. "In house" is work done at 28533 Greenfield, Southfield, MI 48076. Travel outside the 25 mile radius will be costs plus \$40 per hour while in route.

6. Payment of Travel Costs and Other Costs. In addition to paying fees for the above referenced services, the Client is responsible for the costs of:

a. **Traveling Time:** Client agrees to pay Expert Witness \$40.00 per hour for travel outside the 25 mile radius limited to one 8 (eight) hour day from 28533 Greenfield, Southfield, MI 48076 to a location and will be billed in full hour increments up to 8 hours per day. In addition to the hourly travel charge, Client will also pay mileage expense to Expert Witness in the amount of \$2.00 per mile driven by Expert Witness. Traveling expenses include but is not limited to the following: cab fare, air fare, parking, hotel expenses, food, etc, etc... These traveling expenses will be due and immediately paid before any further services are rendered.

b. **Courtroom Audio Video Presentation Services:** these services will be rendered by Expert Witness on an "as-needed" basis and are considered a separate service of K&R Digital Media that is not part of this Agreement.

c. **Airline Flights** taken by Expert Witness shall be direct, nonstop, and business or first class pre-arranged and pre-paid.

d. **Included with Airline Flights** in part "c" above hotel accommodations will be pre-arranged and pre-paid.

7. Duties of Client. The Client's duties specifically include, but are not limited to:

a. Abiding by the applicable rules of professional conduct for attorneys and business.

b. Making all payments as specified.

c. Providing Expert with copies of or access to all non-privileged, arguably relevant documents, evidence and other materials in the underlying case and or legal matter involving #14 Scope Of Work.

d. Notifying Expert Witness of all parties and attorneys involved so that Expert can check for conflicts of interest.



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- e. Where circumstances reasonably allow, providing Expert Witness with prompt notice of any Daubert motions, Frye motions, motions in limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony, or completion of #14 Scope of Work, or Expert's participation in the underlying case and or legal matter.
- f. Obtaining Expert's advance approval (for accuracy) of the relevant portions of any and all answers to interrogatories, motions, Expert designations or other documents which summarize Expert's qualifications, methodology, opinion(s) and/or anticipated testimony.
- g. Being available as reasonably requested to meet with Expert prior to the anticipated testimony.
- h. Promptly notifying Expert of when and where Expert may be requested to appear to testify.
- i. Promptly notifying Expert of any issues related to this matter to which Client is or becomes aware of.
- j. Promptly notifying Expert of the settlement or final adjudication of the underlying legal matter.

8. The Expert's duties are:

- a. To truthfully represent Expert's credentials.
- b. To formulate with honesty and due care and truthfully express Expert's opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion. Client agrees that Expert's opinion(s) are not preordained, might be contrary to Client's position, and are subject to modification as a result of new or additional information.
- c. To cease work on the underlying matter and promptly inform Client whenever Expert has accrued unpaid fees and expenses. In this event, Expert shall not perform further work on the underlying legal matter.
- d. Expert is under no duty to provide and express opinions if Expert is given time deadlines or cost-based or other restrictions by Client that would not reasonably allow Expert to in good faith formulate and express his opinions with reasonable care.
- e. Subject to paragraph "d", to prepare a written report if Client requests one.
- f. Subject to paragraph "d", and for circumstances beyond the Expert's control, to meet all reasonable deadlines requested by Client.
- g. To retain and preserve (during this engagement) all evidence provided to Expert from the underlying matter unless Client gives written permission for destructive testing or the like.
- h. To be available on reasonable notice to testify. Weekends, legal US holidays and celebrated dates excluded.
- i. To be available on reasonable notice to consult with Client. Expert's cellular number is 248-445-3501
- j. To work exclusively with Client in the underlying matter unless the parties mutually agree in writing otherwise.
- k. Upon receipt from Client of the list of attorneys and parties specified in paragraph 7.d., to within 30 days check for conflicts of interest with due care and within the same 30 day period to notify Client of any conflicts of interest discovered that preclude Expert's further involvement in the underlying legal matter.

9. Cancellation Policy: Client must provide notice to Expert Witness of cancellation, postponement or rescheduling for any service within 3 (three) business days prior to time of the event that services were to be rendered by Expert Witness. Any expenses up to the notice of cancellation are due and billable. In the event Expert's scheduled services or testimony is cancelled or rescheduled with 1 (one) or 2 (two) business days' notice, Expert may retain and bill a cancellation fee of 50% the amount as dictated in paragraph 5.



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10. No Estimate of Total Bill: Client understands that the ultimate amount of services, fees and costs is a factor of nature and of complexity of the litigation and or forensic sciences. It is very difficult to determine in advance how much time will be expended in delivering Expert Witness forensic services or the services more fully described in Paragraphs five (5) and six (6) and is not limited to forensic services in connection with litigation. However, if asked, Expert Witness will use his best efforts to deliver an updated estimate that will reflect any additional amounts of services and costs that may be needed to complete his work.

11. Payment by a Third Party: Any payments received by a third party, whether by a court order or voluntarily, will be credited to Client’s account, but an order of the court directing a third party to pay does not reduce Client’s liability on the account until after payment is made. This agreement is between the Expert Witness and the Client. It is Client’s obligation to pay all fees and costs associated with Expert Witness’ services.

12. No Guarantee: Expert Witness has not made and will not make any promises or guarantees concerning the potential outcome of the case or litigation or the results of the forensic services performed.

13. 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 7 above or if Expert discovers a conflict of interest which precludes Expert’s further involvement in the underlying legal matter.

14. Client is requesting Scope of work.(attach sheet if needed):

Changes or expansion of the scope that may arise out of this project, whether or not expressed in writing, or unforeseen developments may affect the cost and/or completion date for the project. Client is presumed to understand this.

15. Entire Agreement: This Agreement constitutes the full understanding of the parties. There are no other prior written or oral agreements between the parties concerning the subject matter of this Agreement, and any prior Agreements are merged in and superseded by this Agreement. Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party’s prior approval. (Expert is under no duty to work for successor law firms on the underlying legal matter.) The performance of this contract by either party is subject to acts of God, death, disability, acts of terror, government authority, disaster or other emergencies, any of which make it illegal or impossible to carry out the agreement. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. Client agrees to indemnify and hold Consultant harmless from any claim or suit alleging unauthorized, unlawful or illegal access to any information, media, system or network, including all damages, expenses, liability, fines and attorney fees. Client expressly releases Consultant from any and all liability for any loss of data or hardware which may result for any reason whatsoever during the course of consulting services rendered pursuant to this agreement, including any consequential damages resulting from such loss. This written contract represents the entire understanding between the Expert and Client. The



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individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.

16. Modification: This agreement may only be modified in writing and signed by both parties to this agreement.

17. Disputes. Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through any legal method and or a court in the State of Michigan county of Oakland or Wayne. The laws of the State of Michigan will be the governing law. The award will be enforceable in any state or federal court. In any proceeding, client shall be responsible for payment of attorneys' fees and expenses associated with the Expert's efforts to collect monies owed under the terms of this Contract.

Ken Glaza

Its: Authorized Agent

28533 Greenfield, Southfield, MI 48076

O: 248-557-8276, C: 248-445-3501

www.KandRForensic.com

Ken@KandRForensic.com

Dated: _____

Acknowledgement of Receipt:

I hereby acknowledge receipt of this Service Work Agreement and declare that I understand, been told, and read this Agreement in its entirety and agree to all of its terms guaranteeing payment.

Please Print:

Client: _____ DL# _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Phone: _____

CC# _____ X _____ / _____ CV _____ Billing Zip: _____

Agent/Attorney

for Client: _____ Case# _____

E-Mail: _____ Phone: _____

Client Signature: _____ Dated: _____

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Clicking this send button means you accept terms of this agreement here on.