



PATRICK WIITA, M.D.

Tax ID# 84-2928270

Date:
Attorney:
Firm:
Address:

Re: Retainer Agreement

Legal Matter:

Dear Sir or Madam:

This will confirm our agreement regarding my providing consulting/expert services with regard to the above-referenced matter.

1. I ("Expert/Consultant") will provide you ("Attorney") with services as an expert witness or litigation consultant.
2. My fee for these services shall be on an hourly rate basis. My hourly rate, which is subject to periodic adjustment, is currently six hundred dollars (\$600) per hour. I will bill in quarter-hour increments. The hourly rate will apply to, but is not limited to, the following activities: initial consultation, psychiatric interview or evaluation, psychological testing, interviews with family members or other persons, consultation with counsel, review of records, report preparation, preparation for deposition or court testimony, actual deposition or court testimony, and portal-to-portal travel time.
3. For depositions, court proceedings, or any other type of proceeding, the fee shall be \$2,400 per half-day (4 hours or fraction thereof) and \$4,800 for full day (any time in excess of 4 hours). Missed appointments (including arrivals more than thirty minutes late) by clients, examinees, interviewees, or attorneys will be billed for the time anticipated for such appointments, unless three (3) working days' notice of cancellation is given.
4. For travel outside the Hilton Head Island area, the fee shall be \$6,000 per calendar day and \$3,000 per half-day (5 hours or fraction thereof). Before such travel is undertaken, an additional retainer of \$6,000 specific to the travel is required. I will also be reimbursed for reasonable travel expenses, including, but not limited to, transportation, meals, and lodging. On a travel day during which deposition or trial testimony is given, the hourly

rate will apply to portal-to-portal travel time, in addition to any charge for deposition or trial testimony.

5. You shall give six (6) weeks' notice of deposition or requested testimony so that I can make adequate preparations. There shall be an additional retainer deposit specific to the testimony in the amount of \$4,800 at least five (5) working days prior to anticipated date of testimony. If notification of cancellation is made less than three (3) working days before the scheduled testimony, no refund of the additional retainer deposit will be made.
6. Failure of any party or counsel in any litigation to pay expenses or witness fees, expert or otherwise, as prescribed by statute, court rule, court order or agreement shall not relieve your obligation to pay my fees and expenses for time spent in testifying or preparing to testify. Nor shall such failure relieve your obligation to have on deposit, prior to my testimony, the retainer referred to above.
7. It is this office's standard policy to obtain an advance deposit (herein the Retainer Deposit) upon acceptance of representation in each new matter. In this matter we request that you pay this office a Retainer Deposit of Six Thousand Dollar (\$6,000.00). The Retainer Deposit shall be retained by this office as a non-interest-bearing client deposit during the term of this agreement. Upon issuance of a bill to you, this office, at its option, any time prior to payment of such bill by you, may apply the Retainer Deposit on account of such bill. You agree to pay such bill in a timely manner, in accordance with this agreement (whether or not this office elects to apply all or part of the Retainer Deposit as provided for earlier in this paragraph). Upon payment by you of such bill to which the Retainer Deposit shall have been applied, the Retainer Deposit shall be deemed replenished to the agreed level (i.e., \$6,000.00). The Retainer Deposit, as replenished each month during the term of this agreement, shall be applied on account of the bill (herein the Final Invoice issued by this office following the termination of this office's representation). Should the Final Invoice amount not exceed the then unapplied portion of the Retainer Deposit, the excess amount shall be refunded to you. Should the Final Invoice amount exceed the then available Retainer Deposit Amount, you shall pay the excess amount upon receipt of the Final Invoice.
8. It is understood and agreed that timely payment for our services and expenses, made out to Patrick Wiita, M.D., will be solely the responsibility of the retaining attorney, and is in no way contingent upon the outcome of any litigation or settlement.
9. In addition to the fees, you shall also be responsible for whatever expenses and costs may reasonably be incurred in rendering the services, including, without limitation, messenger charges, long distance telephone charges, facsimile charges, and document copying costs.
10. For out-of-state evaluations or testimony, the retaining attorney shall ensure in advance that any licensing problems or conflicts about expert function in that state have been satisfactorily resolved. If out-of-state licensure is required in order to perform the

examination or to testify, the retaining attorney shall pay all costs associated with the licensing process.

11. During my engagement, I may become a percipient witness to facts, or come to possess documents that pertain to future legal or administrative proceedings. If I am called upon to give testimony or produce documents in any proceeding, whether before or after my services under this agreement terminates, you agree to pay me, at my then-prevailing hourly rate, for my time in preparing for and in giving testimony and producing documents and for any costs incurred in connection therewith.
12. I cannot warrant, guarantee, assure, promise, infer, nor predict results.
13. As a member of the American Academy of Psychiatry and the Law (AAPL), I follow the AAPL Ethical Guidelines (see: <https://www.aapl.org/pdf/ETHICSGDLNS.pdf>). Furthermore, my opinions are based upon, in addition to my education, training, knowledge, and experience, the records and information with which I am provided. I generally expect to receive any and all records, materials, and information that are relevant to the matter and the formulation of my opinions. If, however, after having formulated opinions, I become aware of additional information from any source, I reserve the right to change my opinions based upon said additional information.
14. I destroy each client's files two (2) years after the closing of such files unless you otherwise direct.
15. Either of us may terminate the agreement at any time for any reason by making written notification to the other party, thereby resulting in the immediate discontinuation of any consulting/expert witness services. The balance of unpaid fees and expenses is due upon termination. Termination of this agreement by either party shall not be the basis for any action or complaint (legal, administrative, or otherwise) unrelated to nonpayment of fees or expenses.
16. Interest, or a finance charge, equal to the lesser of the maximum amount permitted by law or eighteen percent (18%) per annum, prorated and compounded monthly, will be added to bills not paid within thirty (30) days of issuance.
17. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to, and in accordance with, South Carolina law. Venue for any dispute between the parties arising from this agreement or any matter covered by this agreement shall be Hilton Head Island, South Carolina.
18. If it becomes necessary to employ attorneys to enforce any part of this agreement, the prevailing party shall be entitled to recoup its reasonable attorneys' fees and costs.

19. When fully signed, this letter will constitute the entire and complete agreement between us regarding all matters set forth herein. Once you have signed this letter and returned it to me along with the initial Retainer Deposit, I will commence my services in the matter.

Sincerely,

Patrick Wiita, M.D.

AGREED:

Signature of attorney or firm representative
as individual and on behalf of firm (signatory
shall have the power to bind the law firm with
regard to this contract)

Date

(Print Name)

Please retain a copy of this agreement for your records.