

Sana Bautista, M.D.
Oculofacial Plastic Surgery (Double Board certified ASOPRS (American Society of Ophthalmic Plastic and reconstructive surgery) Oculofacial Plastic Surgeon and Ophthalmologist
Assistant Professor of Ophthalmology/Oculofacial Plastic Surgery at Yale University
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Address: 275 Post Road East, P.O. BOX 461, Westport, CT, 06881, United States

Expert Witness / Consultant Retainer Agreement

Retaining Attorney:

Law Firm Address:

Phone Number:

Fax:

Subject:

Thank you for your confidence in requesting our assistance in this matter. It is understood and agreed by and between Sana Bautista, MD and the Attorney that the Attorney has asked for certain medical consulting services including review of medical records and witness testimony from Dr. Bautista in conjunction with the litigation involving the above matter. Dr. Bautista has agreed to render those services within the confines of the statutory, regulatory, and common law schemes governing the practice of medicine. The parties hereto agree that Dr. Bautista has not given any warranty, either expressed or implied, regarding his work under this contract nor regarding his opinions, conclusions, or testimonies proffered under this contract.

Dr. Bautista cannot predict the full extent of the services she will perform on behalf of the Attorney or the amount of fees, costs, or expenses incurred. Dr. Bautista will bill for time in any and all relevant activities and services under this contract and expenses incidental to and related to performing under this agreement to fulfill Dr. Bautista's obligations. The Attorney agrees to pay for such costs and expenses and services at the rates and time table then in effect.

I strongly recommend that the retaining attorney forward for my review all relevant medical records, including all imaging plus imaging reports, investigation reports, witness statements, depositions and other case information as soon as it is available and prior to my evaluation of the subject to be evaluated. deposition and or testimony. I recommend these materials be sent as far in advance of my deposition, testimony and examination of subject patient.

The current fee schedule is as follows.

Non-Refundable Retainer fee \$5100

Includes first 6 hours evaluating all material forwarded from Attorney.

Additional time for review of records, review of scientific literature, conferencing, correspondence, and travel and preparation of reports or preparation for testimony.

Rate: \$850 per hour in 15-minute increments.

Activities including but not limited to medical record review, correspondence or conferences with any party to the matter, scientific literature research, report composition, travel and preparation for testimony will all be billed at this rate.

ADDITIONAL SERVICES

Non-Refundable Retainer Fee for Deposition or Testimony at Trial: \$6000

Deposition: \$6000 (minimum of 6 hours)

- \$1000/hour for time greater than Six (6) hours including travel time

Testimony at Trial: \$8000/day

- \$1000/hour for time greater than Eight (8) hours including travel time
- Travel days and days away from primary job are billed at \$8000/day

48-hour notice of cancellation must be given for deposition or testimony. Less than that will result in full charges as above. Any flights that are not refundable are the responsibility of the attorney.

Lodging, Transportation, and Meal Expenses: Reimbursed at cost

Please remit payment to:
Sana Bautista, M.D. PLLC
275 Post Road East
P.O. Box 461
Westport, CT, 06881
United States

In the event that work in the case exceeds the initial retainer fee, additional billing will be submitted in at the beginning of every month. Payment is expected within 15 days from the date of billing. If not received within 15 days of the billing date, then no report will be released, nor testimony scheduled (in court or by deposition) until the entire balance is paid.

Testimony in court or by deposition is billed at the rate of \$8000 per day. Payment for Dr. Bautista's time involved in such testimony must be prepaid. In the event there are travel expenses, these must be prepaid by the retaining attorney. Fees for travel-time may vary but I will provide a good-faith estimate depending on the situation. A rescheduled date and time can be arranged. If the attorney decides not to reschedule with more than a 48-hour notice, the minimum charge for of \$8000 will still apply.

Also, in the event that Dr. Bautista's invoices remain unpaid after 15 days of the billing date then Dr. Bautista may withdraw, at her sole discretion, in any and all activities involving this matter without incurring any liability, by giving notice either orally to the attorney or in writing to the attorney's last known address. Withdrawal by Dr. Bautista shall also be considered complete upon giving such notice.

The attorney agrees that should Dr. Bautista withdraw from the case for nonpayment, then the attorney shall not require Dr. Bautista's presence for the purposes of giving deposition or testimony concerning this Matter in court. The attorney also agrees once the invoices remain unpaid for greater than 30 days, interest on the unpaid amount interest will accrue at 1% per month.

Once it is decided that Dr. Bautista will no longer be involved in the case, either because the case has resolved, or Dr. Bautista's services are no longer required by the retaining attorney, Dr. Bautista may return all documents and notes to the retaining attorney. There may be a charge for large volumes of materials returned to cover excessive postage.

By signing below, the retaining attorney indicates acceptance of this service agreement and the contractual provisions contained herein. Please return this form along with the agreed upon retainer fee noted above. In return, Dr. Bautista will countersign and send a completed contract back to the retaining attorney. If this signed service contract and retainer are not received within 7 business days of our initial communication about the case, then Dr. Bautista's name shall not be listed by the retaining attorney or retaining firm as a witness and Dr. Bautista will be free to be retained by other parties, including opposing counsel.

Upon being retained by an attorney, company or firm Dr. Bautista is retained for that specific case only and may be retained by any other attorney, including opposing counsel for other cases so long as there is not a direct conflict-of-interest. Contract accepted by:

Attorney Print Name _____

Attorney Signature: _____ Date: _____

Expert Witness Print Name: Sana Bautista _____

Expert Witness Signature: _____ Date: _____