



## Jay Zager Forensic Consultant, Inc.

*A Professional D.U.I. Investigator*

### ***Retainer Agreement:***

It is agreed that Jay Zager Forensic Consultant, Inc. (herein after 'Jay Zager.') Jay Zager is engaged as a consultant and/or potential expert witness in the case of, **State of Florida vs. Gretchen Calabrese** for the purposes of consultation, court preparation, deposition and trial by **Gretchen Calabrese** (herein after 'Client') and Attorney **Edward Lopez** (herein after 'Attorney.') Jay Zager agrees that all work products will be confidential and no information will be released to anyone without approval from Client's legal counsel. This does not include instances where Jay Zager may need to consult with a colleague, or when ordered by the court, and/or mandated by the rules of criminal or civil procedure in the state of prosecution. Client agrees to provide personally, or through counsel, all information needed for Jay Zager to adequately evaluate this case for the purposes of an honest analysis based on Jay Zager's education, training and experience. Jay Zager makes no promises or guaranties (written or orally) as to the final disposition of the case or any proceeding may be.

### **Court Date(s) Will Only Be Reserved Upon Receiving Clear Negotiated Funds\***

An expenditure report and a time sheet will be kept by Expert for all items and services collectable under this agreement, in the event this agreement is based on an hourly rate plus expenses. A scheduled day shall mean any day that has been exclusively reserved, by the Attorney and/or the client, for any activity related to this case. In the event Expert is cancelled for any reason, regardless of cause, while in route to this case, it shall be considered a scheduled day used, and additional fees in accordance with this agreement/contract shall be required before another scheduled day will be exclusively reserved. Expert shall not be compelled to appear in court if he determines that such appearance, in his professional opinion, would not be beneficial to the case. No fees in this case are transferable to another case or agreement. **No appearance will be made unless all fees are pre-paid.** In the event that expert is needed for additional dates while in trial, additional trial fees must be pre-paid before expert appears in court. Expert shall not be required to speak to opposing counsel without a deposition fee. All travel arrangements will be made by Expert and/or his agents and/or assignee's. Facsimile transmissions, long distance phone calls, normal postage and other routine office supply expenses, will be provided by Expert at no additional charge.

Jay Zager requires a **minimum of 20 days notice** of an impending appearance, and **5 working days notice** of any cancellation of appearance. **All notifications must be in writing. Proof of proper notification will be the responsibility of the Client and/or his or her agent.** Failure to provide **5 business days notice** of a cancellation of appearance will be considered an appearance for court and/or deposition and will require a new court\* appearance fee. Jay Zager will **not** be responsible for a pre-booked date conflict(s), natural disasters, or acts of God, or any other unexpected or uncontrollable circumstance which may hinder or prevent his appearance at any requested function.

*10638 NW 69 Street • Parkland, FL 33076*

*Phone: (954) 709-003 Fax: (954) 903-4288*

*Email: [JayHZager@aol.com](mailto:JayHZager@aol.com)*

*Web: [www.duidetective.com](http://www.duidetective.com)*



**Jay Zager Forensic Consultant, Inc.**  
A Professional D.U.I. Investigator

***Retainer Agreement:***

Fees are non-refundable if any of the aforementioned occurs. This agreement can be terminated by the Client, and/or Attorney, at any time without penalty providing all outstanding financial items have been paid. Any fees already paid will be forfeited and will not be refunded should that termination of agreement be exercised by Client, and/or Attorney. Jay Zager reserves the right to immediately terminate this agreement for any failure by Client and/or Attorney to fulfill any financial obligation. All fees received up to that point will be forfeited by Client, should that termination occur. In the unlikely event that collection of an outstanding item becomes necessary, all collection fees, court cost, reasonable attorney fees, and costs and loses incurred by Jay Zager, including but not limited to, a rate of \$150.00 per hour (or any part there of) portal to portal to recover that amount will be the financial responsibility of Client and/or his or her Attorney. It is agreed that this agreement/contract shall have been made and executed in Broward County, Florida, and any disputes arising from said agreement shall be resolved within the courts of the county in which said agreement/contract was made and/or executed. Client agrees to release monies held in trust by Attorney to satisfy any outstanding fees for services of Expert.

**Fees for Services**

<b>Case Retainer (non-refundable)</b> <i>includes case review</i>	\$1000
<b>Case Report</b> (If required)	\$ 500
<b>Court</b> (per day)*	\$1000
<b>Deposition</b> (min. per scheduled day) <i>excluding travel*</i>	\$1000

\*Travel cost are not included and must be prepaid (Hotel, airfare, and rental car, etc)

Jay Zager is not to be listed as a witness until which time this contract has been executed, and all fees have been received and negotiated. Any representations that Jay Zager will be a witness or if Jay Zager is listed as a witness by the Client and/or his or her Attorney, shall place this contract in full force without signatures.

All payments involving this contract are required to be paid in advance.

Make all checks payable to Jay H. Zager.

*Gretchen Calabrese*                      *Edward Lopez*  
**Gretchen Calabrese** (Client)                      **Edward Lopez** (Attorney)

11/5/10  
Date

\_\_\_\_\_  
Jay Zager,                      Expert Witness

LAW OFFICES OF EDWARD A LOPEZ  
3440 HOLLYWOOD BLVD STE 415

HOLLYWOOD, FL 33021

COPY REFERENCE: 20110705000435 AA  
07/05/11 14:46:54 1 WEB JOBT10705144635  
0074147895 20110207 07  
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EDWARD A. LOPEZ LLC 12-06  
3440 HOLLYWOOD BLVD., STE. 415  
HOLLYWOOD, FL 33021

62-215/631  
1000054811582 2339

Date 2/11/11

Pay to the order of Jay Zeger \$ 500.00  
Five hundred and 00/100 Dollars

Deposition Fees

SUNTRUST  
Memo Dietrich Calabrese case

⑆063102152⑆1000054811582⑆ 2339

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PAY TO THE ORDER OF  
BANK ATLANTIC  
CONAL SPRINGS, FL 33067-4680  
237063763  
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EDWARD A. LOPEZ LLC 12-08  
3440 HOLLYWOOD BLVD., STE. 415  
HOLLYWOOD, FL 33021

69-215/01  
1000054811582

2119

Date 9/2/10

Pay to the order of Jay Zager \$ 1,000.00

One Thousand and 00/100 Dollars

Expert witness fee

SUNTRUST ACH FT 001000104

Memo Gretchen Calabrese case

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Fort Lauderdale, FL 33309  
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For Deposit only  
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3440 HOLLYWOOD BLVD STE 415

HOLLYWOOD, FL 33021

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EDWARD A. LOPEZ LLC 12-08  
3440 HOLLYWOOD BLVD, STE. 415  
HOLLYWOOD, FL 33021

63-215/631  
1000054811582

2211

Date 11/1/10

Pay to the order of Jay Zager \$ 1,000.00  
One Thousand and 00/100 Dollars

Bretton Calabrese case  
Memo Tral appearance fee

SUNTRUST ACH FT 081000104

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ENDORSE HERE

PAY TO THE ORDER OF  
BANK ATLANTIC  
TAMPA, FL 33601

FOR DEPOSIT ONLY  
JAY ZAGER FORENSIC CONSULTANT, INC.  
003888370

DO NOT WRITE. STAMP OR SIGN BELOW THIS LINE  
F.S. 3101.01 F.I.A.M.A.C. 11.1.8.4

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⑆Federal Reserve Board⑆