



EXPLICO

40028 Grand River Avenue
Suite 300
Novi, MI 48375
248-731-5197

DATE: June 13, 2024

VIA EMAIL

CLIENT: John Twohy, Esquire
Eichhorn & Eichhorn LLP
2929 Carlson Drive, Suite 100
P.O. Box 2275
Hammond, IN 46323

SUBJECT: Pullo v Munster

Dear John Twohy,

Thank you for contacting us concerning Explico Inc.'s (Explico) consulting services. Explico's services are provided only in accordance with our *Terms and Conditions of Agreement*, a copy of which is enclosed and made a part hereof by reference.

We have conducted a conflict-of-interest check based on the following information you supplied to us:

- **Richard Pullo**
- **Shirley Pullo**
- **Town of Munster, Indiana**

Based on this information, Explico has determined that it does not currently have a conflict that would affect Explico's ability to assist you with this matter. Explico relies solely on you for notification of any changes regarding interested parties in this matter. Please inform Explico as soon as possible if the parties listed above are inaccurate, incomplete, or if additional parties become involved as this matter proceeds. Should a conflict-of-interest develop from any modifications to the above list, Explico reserves the right to immediately recuse itself from this matter. You will be notified in writing of any conflicts that arise.

It is our understanding that Explico's retention on this project is solely with your company and that all charges (i.e., fees and expenses) incurred by Explico on this project will be your responsibility independent of other parties/payees involved. If this is incorrect, please provide us with the correct information.

Explico's services are provided on a time-and-expense basis. Charges will include professional fees, equipment usage fees, and other out-of-pocket expenses according to our *Schedule of Rates & Charges*, a copy of which is also enclosed and made a part hereof by reference. The current charge for my time is \$400.00 per hour and \$550.00 an hour for testimony, subject to change at any time. Monthly invoices will be provided. Payment of each invoice is due upon receipt.



Please indicate your understanding and acceptance of the terms of retention by signing and returning a copy of this letter. Explico's engagement in this matter will begin upon receipt of this signed agreement. If you have any questions or require additional information, please do not hesitate to contact me at (248) 563-8423. I look forward to working with you.

Thank You,

Accepted by:

Signature:

Charles Funk, Ph.D., P.E.
Principal Engineer

Name:

Firm:

Date

Terms and Conditions Explico Inc.

Explico's Work Product and Testimony. In the course of our work, Explico^{i,ii,iii,iv} often prepares written reports, graphical presentations, animations, and other exhibits to communicate our findings ("Work Product"). This Work Product may only be used by you in connection with the specific matter for which they were prepared, unless Explico gives its express written consent for them to be used elsewhere. The client assumes all risk, liability, and responsibility for the use and application of Explico's services and Work Product under this Agreement. Explico will perform its services in accordance with generally accepted professional engineering/industry practices. Often, our work requires testimony under oath. Our staff will testify when needed in accordance with generally accepted industry practices. Explico does not permit our staff or owners to disclose confidential company financial information in the course of testimony. For example, Explico does not permit its staff or owners to disclose information about company revenue or salary and income information. We also will not disclose tax documents. If necessary, Explico will employ our corporate counsel to vigorously defend the privacy of this information. As our client, we ask that you be prepared to object to and oppose any requests for such confidential financial information. Our staff and owners are permitted to disclose financial information related to specific cases. For example, we will provide the billing rates of staff working on a project, the total amount billed on the project, and a copy of the invoices for a specific project.

Charges/Fee Schedule. Our fee schedule outlines our hourly rates for work performed on our projects. Occasionally, at a client's request, we will provide an estimate of what our services on a project will likely cost. These are only estimates since it is difficult for us to anticipate all that may be involved in our work on a project. Our estimates do not typically include any travel or lodging expenses that may be incurred. When we travel for a case, we bill portal to portal at the rates listed on our fee schedule. At times, we may require a retainer fee payment from you to begin work on a case. As we work on the case, the retainer will be credited towards the balance due on case until the retainer is exhausted. The retainer is not intended to be an estimate of the total cost of the work performed by Explico. In some instances, we may request an additional retainer after the initial retainer is exhausted. Retainers are non-refundable.

Occasionally, during or after our casework, we are served with subpoenas or court orders requiring our testimony (in court or at a deposition) and/or production of documents. The client agrees to compensate Explico (upon invoice), at our prevailing hourly rates, for all time spent responding to such legal requirements, including, without limitation, time spent preparing for testimony and time spent compiling documents. The client also agrees to reimburse Explico (upon invoice) for its reasonable attorney fees incurred in connection with the foregoing. In the event of any such subpoena or court order, Explico will promptly notify the client to enable the client to object to any such testimony or production of documents. Occasionally, we are asked by a client to invoice another party for a portion of our work (i.e., invoicing opposing counsel for our deposition testimony time). While we are willing to accommodate this request, you as our client are responsible for ensuring we are paid for this time. This means that if the other party refuses to pay the invoice, you are required to pay it.

Payment. Invoices are typically transmitted monthly to the client. All invoices are due upon receipt. If we do not receive payment in a timely manner, Explico may choose to withhold delivery of Work Product Documents, including, without limitation, our reports, data, findings, and testimony until past due balances are paid. All fees and costs associated with Explico's services or work on your matters are earned upon transmittal of invoice to you, and no such fees or costs shall be contingent upon any results or how our findings align with your legal arguments or the outcome of your matter, your case, or any legal proceedings. Further, the client's obligation to pay Explico for the fees and costs described herein is not conditioned upon the ability of the client to recover fees and costs from some other individual, entity, or party. The client is responsible for paying all fees and costs that Explico bills in connection with this matter.

Confidentiality and Proprietary Information. Explico will hold in strict confidence all proprietary information of the client to which it may be given access, subject to disclosure required under applicable law. Unless otherwise expressly agreed in writing, all Work Product provided to the client under this Agreement shall be the sole property of Explico, provided that the client shall have a perpetual license to use it/them for the case in which it was prepared. Unless otherwise agreed to in writing, Explico shall retain the sole and exclusive ownership of, and all rights in and to, any and all proprietary information, technologies, trade secrets, inventions, patentable ideas, and other intellectual property developed, created, invented and/or improved by or for either party during the performance of this Agreement.

Limitations. Neither party shall be liable to the other for any special, indirect, incidental, consequential, exemplary, or punitive damages whatsoever arising out of or relating to this Agreement or the services or work performed hereunder. The only express warranties for Explico's services, work and Work Product are those stated in this Agreement. FURTHER, TO THE MAXIMUM EXTENT AFFORDED UNDER THE LAW, THERE SHALL BE NO IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO EXPLICO'S SERVICES, WORK AND WORK PRODUCT, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Termination. Either party may terminate this Agreement upon prior written notice to the other party. However, all fees for services and work performed through the effective termination date shall remain due and owing by the client and shall be paid to Explico upon invoice. If applicable, for any services or work that we perform under a fixed-price structure pursuant to the express provisions of our Agreement, where the Agreement is terminated before completion of our services or work, the client will be billed and invoiced on a percentage of completion basis for services and work expended up to the termination date, as reasonably determined by us.

Miscellaneous. This Agreement shall be governed by and construed in accordance with Michigan law. This Agreement constitutes the entire and integrated agreement between the parties relative to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements, proposals, promises, statements and/or representations. This Agreement shall not be amended or modified unless such amendment or modification is set forth in a written instrument signed by both parties. This Agreement may be executed and/or delivered electronically by either party and all such electronic copies shall be deemed an original. Further, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This agreement shall be binding upon each party and its successors and assigns. The client shall not assign this Agreement without the prior written consent of Explico. In the event of a dispute between the parties with respect to this Agreement or any breach of this Agreement, the prevailing party may recover its costs and reasonable attorney fees incurred to enforce this Agreement.

ⁱ All references to "Explico," "our" and "we" shall mean Explico Inc.

ⁱⁱ All references to "client," "you" and "your" shall mean the client who has signed an engagement agreement with Explico and/or for whom Explico renders any professional services.

ⁱⁱⁱ All references to the "Agreement" shall mean the signed an engagement agreement with Explico and these additional Terms and Conditions incorporated therein.

^{iv} All references to "party" shall mean either Explico or the client, and all references to Parties shall mean both Explico and the client.



**Explico Inc. – Schedule of Rates and Charges
Effective January 1, 2024**

Principal Scientist / Engineer / Accident Reconstructionist

- Hourly Rate: \$350 - \$675

Managing Scientist / Engineer / Accident Reconstructionist

- Hourly Rate: \$240 - \$450

Senior Scientist / Engineer / Accident Reconstructionist

- Hourly Rate: \$195 - \$275

Scientist / Engineer / Accident Reconstructionist

- Hourly Rate: \$150 - \$250

Associate Scientist

- Hourly Rate: \$160 - \$170

Project Manager / Senior Project Manager

- Hourly Rate: \$145 - \$195

Administrative / Support Staff

- Hourly Rate: \$95 - \$200

Additional Expenses:

- Scanner: \$500 per day of use for FARO and \$250 per day of use for Matterport
- Total Station: \$300 per project
- MADYMO Simulation Software: \$500 per project
- Event Data Recorder (Black Box) Download: \$75 per DLC download and \$150 per module download
- Heavy Truck Download: \$300 per vehicle
- Mileage: \$0.67 per mile
- Medical Chronology: \$0.66 per page
- Evidence Storage: \$225 per quarter
- Travel expenses are billed at cost

Notes:

- Explico provides document materials in an electronic format. Any requested hard copy production is charged at \$1 per color page, and \$0.25 per black-and-white page.
- Any deposition or testimony scheduled outside of normal business hours is subject to an additional 25% rate increase of the listed testimony rates.
- Cancellation of deposition testimony for any Explico employee must be noticed at least 72 hours in advance of the scheduled deposition date. Failure to do so will result in a fee equal to two hours of the employee's testimony rate along with any unrecoverable expenses incurred.
- Evidence storage will be billed until Explico is notified that its involvement is no longer needed.
- Explico reserves the right to increase or decrease rates and charges at any time.
- Explico bills expenses at cost.



**Explico Inc. – Graphics and Visualization Rates
Effective January 1, 2024**

- All above information applies

Engineering Coordinator

- Hourly Rate: \$150 - \$350

3D Technical Artist

- Hourly Rate: \$210

Senior Programmer / Developer

- Hourly Rate: \$225

Programmer / Developer

- Hourly Rate: \$100 - \$150

Senior Animator / 3D Generalist

- Hourly Rate: \$225

Animator / 3D Generalist

- Hourly Rate: \$140 - \$180

Senior 3D Modeler

- Hourly Rate: \$100 - \$200

3D Modeler

- Hourly Rate: \$75 - \$100

Project Management / Non-technical Support

- Hourly Rate: \$145 - \$195