

## **Expert Witness Fee Schedule & Scheduling Policy**

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### **1. Retainer & Billing Terms**

#### **Initial Retainer**

An **initial retainer of \$2,500** is required prior to commencement of any work.

This retainer is non-refundable, earned upon receipt, and applied toward initial services rendered.

#### **Monthly Billing**

All services rendered after exhaustion of the initial retainer will be billed monthly.

- Invoices are due within thirty (30) days (Net 30)
- Work may be suspended if invoices remain unpaid
- No additional services will be scheduled until balances are paid in full

#### **Advance Payment Requirement**

Advance payment is required for:

- Independent Medical Examinations (IME)
- Depositions, hearings, or trial testimony
- Any service requiring long-distance travel
- Any service requiring reservation of an operating room (OR) day
- Expedited or rush requests

Advance payment must be received **before scheduling**.

#### **Late Payment Policy**

Invoices unpaid after thirty (30) days incur a ten percent (10%) late fee.

- Late fees accrue monthly
- Client is responsible for reasonable collection costs and attorney's fees, to the extent permitted by Texas law

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## 2. Professional Hourly Rates

### Preparation, Review & Consulting

Medical record review, research, report preparation, IME preparation, and attorney consultation.  
Rate: \$400/hour

### Expedited Work

Work required within seventy-two (72) hours incurs a twenty percent (20%) expedite fee.

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## 3. Travel & Reserved Professional Time (Governing Section)

**This section governs all cancellations or rescheduling involving long-distance travel. If travel is required, the minimum daily reservation fees below apply and supersede other cancellation provisions.**

### Local Travel

(50 miles or less OR 1 hour or less one-way)

- \$300/hour travel time
- Parking, tolls, and minor transportation billed separately

### Long-Distance Travel

(Greater than 50 miles OR greater than 1 hour one-way)

Long-distance travel requires blocking professional time that cannot reasonably be reassigned. Accordingly, **a non-refundable minimum daily professional reservation fee applies based on the type of day reserved.**

### Minimum Daily Professional Reservation Fee (Earned Upon Scheduling)

- **Non-OR (Clinic / Administrative) Day:** \$2,400 per day
- **OR Day (Monday or Wednesday):** \$4,000 per day

These minimum reservation fees:

- Are earned upon scheduling
- Are non-refundable if the engagement is canceled
- Apply regardless of whether travel, testimony/deposition, or appearance ultimately occurs

- Apply to **all out-of-town IMEs, depositions, hearings, and trial testimony**
- Represent compensation for blocked professional availability

### **Credit if Work Occurs**

If professional services are performed on the reserved travel date:

- The client will **not** be charged twice
- Services rendered will be **credited against the applicable daily minimum** until exhausted
- Any additional time will be billed at the applicable hourly rate

### **Travel Time**

- \$300/hour for all time in transit (flights, layovers, ground transportation)

### **Work Performed During Travel**

Substantive work performed during travel is billed at the standard hourly rate, not the travel rate. Time will not be billed concurrently.

### **Expenses**

Client is responsible for reasonable travel expenses, including:

- Airfare (business class if flight exceeds 3 hours)
- Lodging (4-star or equivalent)
- Ground transportation
- Meals and incidentals at \$100/day or IRS per diem, whichever is greater

### **Prepayment**

All long-distance travel requires advance payment of:

- Applicable minimum daily reservation fees
- Estimated travel time
- Estimated expenses
- Per diem
- 10–20% contingency buffer

Travel will not be booked until payment is received.

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## **4. Independent Medical Examinations (IME)**

### **IME Fee**

Standard IME Fee: \$2,500

Earned upon scheduling and payable in advance.

### **In-Office IME (No Travel)**

- Reschedule within 14 days: \$500 administrative fee
- Cancel within 14 days: \$500 cancellation fee

### **Travel IME (Out-of-Town)**

All Travel IMEs are governed by **Section 3 (Travel & Reserved Professional Time)**.

- Applicable daily reservation fee applies (\$2,400 or \$4,000 per day)
- IME fee remains earned upon scheduling
- Non-refundable travel expenses apply

These amounts are agreed-upon reasonable liquidated damages, not a penalty.

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## **5. Depositions & Court Testimony**

### **Rates**

\$600/hour

Minimum: 4 hours per day

### **Non-Travel (Local) Cancellation**

If no travel is required:

- Cancel within 30 days:  
– 4 hours at \$600/hour (\$2,400) plus expenses

### **Travel Testimony**

If travel is required, **Section 3 governs**, and the applicable daily reservation fee applies instead of local cancellation fees.

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## 6. Operating Room (OR) Schedule Protection

The expert maintains fixed OR days on Mondays and Wednesdays.

If an OR day is reserved for **any legal service**, including travel, deposition, or testimony:

- OR Day Reservation Fee: \$4,000 (earned upon scheduling)
- Plus minimum testimony fee if testimony occurs

This fee reflects non-recoverable operating room availability.

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## 7. No Guarantee of Outcome

Fees are charged for professional time and expertise only.  
No outcome is guaranteed.

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## 8. Agreement Acknowledgment

By signing below, the client agrees these fees represent reasonable compensation for professional time, lost opportunity, and scheduling disruption.

This agreement is governed by Texas law. Venue lies exclusively in Collin County, Texas.

Expert Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Nicholas J. Walker, M.D.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_