

Expert Witness Fee Schedule & Scheduling Policy

Walker Medical-Legal Consulting, PLLC
Nicholas J. Walker, M.D.
Board-Certified Plastic Surgeon

3784 Greenbrier Drive, Frisco, Texas 75033
469.899.8758 (office)
985.855.2335 (cell – available via call and text)
email: drwalker@nickwalkermd.com
website: nickwalkermd.com/medical-legal-consulting

I. 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.

No work will commence until both the initial retainer has been received and confirmation of legal representation has been obtained.

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

The Expert reserves the right to suspend all work, including report preparation, review, scheduling, and testimony, if any invoice remains unpaid for more than thirty (30) days.

Work will not resume until all outstanding balances are paid in full.

The Expert shall not be responsible for any deadlines, court dates, or case-related consequences resulting from such suspension.

II. Professional Hourly Rates

Billing Increments

All time is billed in minimum increments of 0.25 hours (15 minutes).

Scope of Engagement

The scope of the Expert's engagement is limited to the specific services requested and agreed upon by retaining counsel.

Any additional services, including but not limited to supplemental reports, life care planning, deposition preparation, or testimony, constitute separate services and will be billed accordingly.

1. Preparation, Review & Consulting

Medical record review, research, report preparation, IME preparation, Life Care Planning, and attorney consultation.

Rate: \$400/hour

2. Expedited Work

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

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

For any out-of-town IME or other professional services requiring rented clinic or examination space, the client is responsible for arranging and paying all facility fees directly to the facility owner. Dr. Walker will not coordinate or process facility rentals. All such costs are separate from professional and travel fees and must be paid in advance.

Travel will not be booked until payment is received.

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.

5. Depositions & Court Testimony

Rates

\$600/hour

Minimum: 4 hours per day

The Expert is under no obligation to provide deposition or trial testimony unless all outstanding invoices and required advance payments have been paid in full.

a. Non-Travel (Local) Cancellation

If **no travel is required**:

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

b. Travel Testimony

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

III. 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.

IV. No Guarantee of Outcome

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

V. Materials Provided by Client & Scope of Review

All materials, records, imaging, deposition transcripts, and other documentation relied upon by the Expert must be provided directly by the retaining party or their legal counsel.

The Expert:

- Will rely exclusively on the materials provided
- Has no independent duty to obtain, request, or verify the completeness of records
- Is entitled to rely on the accuracy and completeness of all materials provided

Opinions rendered are based solely on the information available at the time of review.

If additional materials are provided after an opinion has been formed:

- The Expert reserves the right to modify, supplement, or withdraw opinions
- Additional review and analysis will be billed at the standard hourly rate

The retaining party acknowledges that:

- Incomplete or selectively provided records may materially affect opinions
 - The Expert is not responsible for omissions in the materials provided
 - The Expert has no obligation to identify missing records or request additional materials.
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VI. Costs of Materials and Data Sources

The retaining party is solely responsible for all costs associated with obtaining, producing, and providing materials for review, including but not limited to:

- Medical records and billing records
- Imaging and radiology files
- Deposition transcripts and court filings
- Certified copies of records

- Any third-party data sources utilized in analysis

This includes costs for commercially available databases and reference tools, including but not limited to:

- Context4 Healthcare
- Fair Health
- Other usual, customary, and reasonable (UCR) data sources

If such data or materials are required for analysis:

- The retaining party shall either provide access or reimburse the Expert for all associated costs
- The Expert may require advance payment prior to obtaining such materials

The Expert is not responsible for:

- Procuring records
- Advancing costs for third-party materials
- Delays resulting from failure to provide necessary documentation or funding

No analysis requiring third-party data or records acquisition will be performed until such materials are provided or payment for their procurement has been received.

VII. Representation by Counsel Required (No Pro Se Work)

The Expert does not accept or engage in work directly with self-represented individuals (pro se parties).

All engagements require that:

- The client is represented by licensed legal counsel
- Legal counsel is formally retained prior to the commencement of any work
- The Expert is retained through legal counsel, not directly by an individual party

All primary communication will occur through retained counsel.

The Expert will not:

- Provide opinions directly to unrepresented individuals
- Participate in case strategy discussions outside of counsel involvement
- Engage in informal consultation with parties lacking legal representation

Limited direct communication with a client may occur **only when appropriate and necessary**, including but not limited to:

- Independent Medical Examinations (IMEs)
- Scheduling logistics
- Basic factual clarification relevant to evaluation

Such communication does **not** establish a direct professional relationship outside of counsel representation.

The retaining party affirms that:

- Counsel has been retained
- Counsel will serve as the primary point of contact
- All substantive communications will be directed through counsel
- The Expert reserves the right to decline or terminate any engagement if these requirements are not met.

VIII. Right to Withdraw / Terminate Engagement

The Expert reserves the right to withdraw from or terminate this engagement at any time, **in the Expert's professional judgment and consistent with applicable ethical obligations**, including but not limited to:

- Non-payment or failure to maintain required retainers or advance payments
- Failure to provide requested materials or documentation in a timely manner
- Provision of incomplete, inaccurate, or misleading information
- Requests that would require the Expert to alter, misrepresent, or modify opinions improperly
- Communication outside of retained counsel or violation of the representation requirements outlined in this agreement
- Conflicts of interest identified after engagement
- Any circumstance that would compromise ethical obligations, professional integrity, or independence

In the event of termination:

- All fees earned are non-refundable
- The client remains responsible for payment of all time incurred and expenses accrued through the date of termination
- Any outstanding balances become immediately due

The Expert shall have no obligation to continue work, meet deadlines, or provide testimony following termination.

The Expert may withdraw without liability for any alleged damages arising from such termination.

Termination of services does not affect the Expert's right to compensation for work already performed or time reserved.

IX. Use of Work

All opinions, reports, and work product are prepared solely for the retaining party and the specific matter for which the Expert is engaged.

Such materials may not be used, distributed, or relied upon for any other purpose without the Expert's written consent.

X. 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: _____