

Expert Witness Fee Schedule

Walker Medical-Legal Consulting, PLLC

Nicholas J. Walker, M.D.

Board Certified Plastic Surgeon

3784 Greenbrier Drive, Frisco TX 75033

469.899.8758 (office)

985.855.2335 (cell-available via call and text)

email: drwalker@nickwalkermd.com

website: nickwalkermd.com/medical-legal-counseling

Initial Retainer & Payment Terms

- Initial Retainer Fee: \$2,500
 - This initial retainer is non-refundable and is required prior to commencement of any work on the case.
-

Hourly Rates:

1. Preparation Work and Counseling

- Includes case review, report writing, medical research, document preparation, and consultations with the attorney regarding medical aspects.
- Rate: \$400 per hour
- Expedite Fee: An additional 20% will be added to the applicable hourly rate for any preparation work and counseling that must be completed in less than 72 hours.

2. Travel Time

- Local Travel (within 50 miles or up to 1 hour one way)
 - Billed at \$300 per hour for all travel time.
 - No additional expenses (mileage, meals, lodging) are expected.
 - Parking, tolls, or minor transportation fees may be billed separately.
 - If travel exceeds 1 hour one-way (or 50 miles), long-distance travel will apply.
- Long Distance Travel (greater than 50 miles or over 1 hour one way)
 - For anticipated long-distance travel, prepayment is required in accordance with the Long-Distance Travel Agreement, which must be reviewed, signed, and agreed upon separately.

3. Independent Medical Examinations (IME):

- Flat rate includes examination, standard medical records review, and standard examination notes, including objective medical opinion regarding the patient's condition and a statement regarding anticipated future treatment.
- Standard Medical Exam Rate: \$1500 (1-2 hours)
- Comprehensive Medical Exam Rate: \$2500 (2-4 hours)
- Cancellation or Rescheduling of a scheduled IME within 7 days will be subject to a \$500 fee.

4. Deposition & Court Testimony

- Includes time spent testifying during depositions or in court, as well as preparation for these events.
- Rate: \$600 per hour
- **Minimum Notice Requirement for Depositions & Testimony**
 - To ensure availability and avoid conflicts with scheduled surgical procedures, the following minimum notice periods apply for all depositions and testimony requests:
 - Remote Depositions/Testimony (Via Zoom or Equivalent): Minimum 30 days' written notice
 - Local In-Person Depositions/Testimony (No Travel Required): Minimum 60 days' written notice
 - Long-Distance In-Person Depositions/Testimony Requiring Travel (includes Trial Testimony): Minimum 60 days' written notice
 - Requests made with less than the required notice are subject to availability and may require a rush scheduling fee as outlined below.
- **Rush Requests & Premium Fees**
 - If a deposition or testimony request is made with less than the required notice, a rush scheduling fee will apply:
 - 1.5x the standard hourly rate for requests made with less than 30 days' notice
 - 2x the standard hourly rate for requests made with less than 14 days' notice
 - 3x the standard hourly rate for emergency (<7-day) requests
 - Rush requests are subject to availability and cannot be guaranteed.
- **Operating Room Schedule Protection**
 - Scheduled surgeries will take priority over any services, including depositions or testimony. However, I will make reasonable efforts to reschedule surgical cases when possible.
 - If rescheduling is not feasible, I will provide alternative dates for deposition or testimony.
- **Cancellations & Rescheduling Fees**
 - If a deposition or trial testimony is canceled within 7 days of the scheduled date, the client will be billed for:
 - A minimum of 4 hours at \$400/hour (\$1,600)
 - Any non-refundable travel expenses incurred
- If a deposition or trial is rescheduled after confirmation, a rescheduling fee of \$500 will be billed to cover administrative time and scheduling conflicts.

Retainer and Payment Terms

- **Initial Retainer Fee**
 - A non-refundable initial retainer of \$2,500 is required before any work begins. This amount will be applied toward the total fees for services rendered.
- **Replenished Retainer Fee**
 - If the initial retainer is exhausted, the client will be asked to replenish it. Any unused portion of the replenished retainer will be refunded at the conclusion of the case, provided all work is complete and fees are paid in full. A detailed record of all services provided will be available to the client upon request.
- **Invoicing and Payment**
 - Payment is required in advance of services being rendered. Invoices for any additional hours or fees beyond the initial retainer will be issued promptly and must be settled before further work commences. The client will be notified in advance when the retainer balance is low, and payment for additional services will be due before any work can continue. All fees and payments discussed in this agreement are in U.S. Dollars (USD). Payments can be made via ACH or Wire upon request or a check out to Walker Medical-Legal Consulting PLLC, sent ATTN: Dr. Nicholas Walker to 3784 Greenbrier Drive, Frisco TX 75033. Payments are due 15 days after invoice

Miscellaneous Terms

- **Confidentiality:** All information provided will be handled with the utmost confidentiality and in accordance with applicable professional and legal standards.
- **Refund for Unused Hours:** Any unused portion of the replenished retainer fee will be refunded after the case is concluded, provided that all work is complete and fees have been settled.
- **Client Responsibilities:** The client is responsible for providing all necessary case materials, including medical records, documents, and any other pertinent information in electronic or hard copy within a reasonable time frame to facilitate the expert witness's work.

- Scope of Services: Any services not explicitly listed in this schedule will be subject to a mutually agreed-upon rate, which will be discussed and confirmed in writing prior to commencement.
 - Please note that an Independent Medical Examination (IME) is conducted solely to provide an objective medical opinion regarding the patient's condition in relation to the legal or insurance matter at hand. No treatment will be provided during the IME. The IME is intended for evaluation purposes only, and I will not offer any ongoing medical care or treatment as part of this examination. Should treatment be necessary, I will provide appropriate referrals for continued care with a qualified medical provide
 - No Guarantee of Outcome Statement:
 - The expert witness makes no guarantee of case outcomes. Fees are for time and expertise provided, not for case success.
-

Acknowledgment and Agreement:

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions outlined in this document. This agreement is legally binding upon signature.

Signature of Expert Witness: _____

Date: _____

Printed Name: Nicholas Walker, MD

Managing Member, Walker Medical-Legal Consulting, PLLC

Signature of Client: _____

Date: _____

Client Printed Name: _____
