

# S.J. HILDEN CONSULTING LLC.

## FEE Schedule

### CONSULTANT/EXPERT FEE AND RETAINER AGREEMENT

Consultant: S. J. Hilden Consulting - LLC

Federal Identification No:

Contracted Attorney: \_\_\_\_\_

Re: \_\_\_\_\_

This Fee Schedule and Retainer Agreement shall apply to all consulting work provided by S. J. Hilden Consulting, LLC.

### CASE REVIEW AND OPINION

As partial payment towards the final fee, a non-refundable case retainer fee in the amount \$3,900.00 is due upon acceptance of a case and receipt of case file that will be applied toward that portion of the final invoice that is based upon the hourly charges outlined herein. This \$3,900.00 fee is non-refundable, it is the minimum fee for all case file reviews, and it must accompany this signed Fee Agreement acknowledging the participation of S. J. Hilden Consulting, LLC in the case as a consultant/expert. The retainer fee is not a flat fee and in no way is to be a final fee but rather a deposit to assure the retention of Scott J. Hilden as an expert in your matter. By executing the agreement herein, you acknowledge and agree that the total fee cannot be predicted since the time to be involved in this matter is not predictable and there are frequently complexities that are not always obvious at the onset of a case. Furthermore, you acknowledge and agree that the total fee is NOT contingent on the outcome of your case.



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The review of materials provided, report preparation, any necessary research, telephone consultation, travel time, and miscellaneous work associated with a specific case will be billed MONTHLY with itemized invoices for all work performed at a rate of \$295.00 per hour.

Publication of the name Scott J. Hilden to opposing counsel in any document as your witness, consultant or potential witness shall occur ONLY AFTER Scott J. Hilden has been retained and the above fees paid.

### DEPOSITIONS

Depositions will be billed at \$395.00 per hour with a three (3) hour minimum. Any deposition time extended beyond three (3) hours will be billed in 1/2-hour increments at \$395.00 per hour. Payment of the minimum deposition fee (\$1,400.00) must be made at least 5 days prior to the scheduled deposition. Time spent in preparation for depositions and in preparing responses to a subpoena duces tecum will be billed at \$395.00 per hour. A deposition cancellation fee of \$1,400.00 will be assessed to opposing counsel if opposing counsel cancels the scheduled deposition within 72 hours of the scheduled deposition.

Failure of either party to pay fees prior to the deposition will result in the cancellation of the deposition date, and a fee of \$1,400.00 will be assessed. This fee will be in addition to any future deposition fee, which will be billed in accordance with this agreement. Fees are due within 15 days of cancellation or settlement. The retaining firm shall present the above deposition fees and payment policies to opposing counsel and, in the event of any disagreement as to the amount, the firm retaining S. J. Hilden shall pay the difference or the full amount at the beginning of the deposition.

### TRIAL TESTIMONY

A thorough preparation will be conducted prior to the trial and billed at \$395.00 per hour based upon actual hours of preparation time. Scott J. Hilden will reserve the agreed upon trial day and will travel to the trial site and bill portal to portal for travel time at \$395.00 per hour plus all expenses. Additionally, trial testimony will be billed at \$3,900.00 for each day or portion of a day testifying. Any standby days, or portion thereof, awaiting trial will be billed at \$2,000.00 per day.

If Scott J. Hilden is scheduled to testify at trial, but is not called as a witness, the trial fee of \$3,900.00 will be assessed if his appearance is not cancelled at least 3 days before the scheduled date.

FEES

Unless otherwise provided above, the Expert Fee is based upon an hourly billing charge of a minimum of \$295.00 per hour. The hourly billing is billed to the nearest 1/2 of an hour, and as such is billed in 30-minute increments. Billing will generally be monthly and each invoice for services rendered is payable within ten (10) days of the invoice date. You are responsible for all costs associated with my office acting as a consultant/expert for your case such as printing and overnight or express postage. If at any time you believe the hourly bills are not fair and reasonable, you must notify us in writing within ten (10) days of the date of the complained invoice, and together we will review the invoice. If no notice is received, it is understood that the invoice has been accepted as correct, accurate, fair, and reasonable.

In the event of non-payment of our fee and/or expenses, we shall have a retaining lien as provided for by Michigan Law on all documents and property in our possession as security for all money due under this Agreement. You shall be obligated to pay all attorney's fees and costs necessitated by non-payment. The venue for any dispute resolution shall be in Wayne County, Michigan.

In the event it is necessary for S. J. Hilden Consulting, LLC., to bring legal action to collect any fee in connection with herein agreement, S. J. Hilden Consulting, LLC shall be entitled to collect its costs and attorney fees and paralegal fees incurred in conjunction with such collection.

ACCEPTED:

This \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
S. J. Hilden Consulting, LLC

ACCEPTED:

This \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Contracted Attorney – For the Firm