

S.J. HILDEN CONSULTING LLC.

CONSULTANT/EXPERT FEE AND RETAINER AGREEMENT

Consultant: Scott J. Hilden

Contracted Attorney:

Re: _____

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

CASE REVIEW AND OPINION

As a partial payment of the final fee, a \$2,750.00 case retainer fee is due upon acceptance of the case and receipt of the case file, which will be applied to that portion of the final invoice based on the hourly charges outlined herein.

The minimum fee for all case file reviews is \$2,750.00, which must be submitted with this signed Fee Agreement acknowledging Scott J. Hilden's role as a consultant/expert in the case. The retainer fee is not a flat fee and does not represent the final fee; instead, it acts as a deposit to secure Scott J. Hilden's retention as an expert in your matter. By signing this agreement, you acknowledge and agree that the total fee cannot be accurately predicted, as the time required is uncertain and often involves complexities that are not immediately apparent at the start of a case. Additionally, you acknowledge and agree that the total fee is NOT contingent on the outcome of your case.

Reviewing provided materials, preparing reports, conducting necessary research, holding telephone consultations, accounting for travel time, and performing other case-related work will be billed monthly through itemized invoices for all services rendered at a rate of \$275.00 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 \$350.00 per hour, with a three-hour minimum. Any deposition time that extends beyond three (3) hours will be billed in half-hour increments at \$350.00 per hour. The minimum deposition fee of \$1,200.00 must be paid at least five business days before the scheduled deposition. Time spent preparing for depositions and responding to a subpoena duces tecum will be billed at \$350.00 per hour. A cancellation fee of \$1,200.00 will be charged to opposing counsel if they cancel the scheduled deposition within 72 hours of the planned time.

Failure of either party to pay fees before the deposition will result in the cancellation of the deposition date, and a fee of \$1,200.00 will be assessed. This fee will be in addition to any future deposition fees billed under 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. In the event of any disagreement regarding the amount, the firm retaining S. J. Hilden shall pay the difference or the total amount at the start of the deposition.

TRIAL TESTIMONY

Thorough preparation will occur before the trial, and the fee will be \$275.00 per hour, based on the actual hours worked. Scott J. Hilden will reserve the agreed-upon trial day, travel to the trial site, and bill portal to portal for travel time at \$275.00 per hour, plus all expenses. Additionally, trial testimony will incur a charge of \$3500.00 for each day or portion of a day spent testifying. Any standby days, or portions thereof, while awaiting trial will be charged at \$2,500 per day.

If Scott J. Hilden is scheduled to testify at trial but is not called as a witness, a fee of \$2,500.00 will be charged if his appearance is not canceled at least three days prior to the scheduled date.

FEES

Unless stated otherwise above, the Expert Fee is based on a minimum hourly billing rate of \$275.00 per hour. Billing is rounded to the nearest half hour and charged in 30-minute increments. Invoices for services rendered will usually be issued monthly and are due within ten (10) days of the invoice date. You are responsible for all costs associated with my office serving as a consultant or expert for your case, including printing, expedited shipping, and overnight delivery.

If you believe the hourly bills are unfair or unreasonable at any time, you must notify us in writing within ten (10) days of the date of the disputed invoice, and we will review it together. If no notice is received, we understand that the invoice has been accepted as correct, accurate, fair, and reasonable.

In the event of non-payment of our fees and expenses, we shall have a retaining lien, as provided 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 incurred as a result of non-payment. The venue for any dispute resolution shall be in Oakland County, Michigan.

If S. J. Hilden Consulting, LLC, needs to initiate legal action to collect any fees related to this agreement, S. J. Hilden Consulting, LLC will be entitled to recover its costs, attorney fees, and paralegal fees incurred in connection with such collection.

ACCEPTED:

This ____ day of _____, 2025

S. J. Hilden Consulting, LLC

ACCEPTED:

This ____ day of _____, 2025

Contracted Attorney – For the Firm

Please make check payable to:

S.J. Hilden Consulting LLC

Mail to:

S.J. Hilden Consulting LLC

28181 Marcellus Dr.

South Lyon, MI 48178