

Updated 9/18/26

By retaining Daniel J. Lee as an expert witness or requesting any services described below, the retaining attorney and/or firm agree to be bound by the terms of this Fee Schedule.

Fee Schedule

- Case evaluations with an oral opinion: \$2,500 (up to 5 hours)
 - Includes
 - review of records
 - communication
 - oral opinion on case merit
- Written report: \$1,500
 - Written reports can only be provided once the expert has completed an independent evaluation and reached an opinion.
 - Includes
 - Affidavits of merit
 - Expert opinions
- Depositions \$500/hr
 - \$1,000 must be paid in full prior to deposition start by the deposing party(ies).
 - 2 hours of deposition time
 - further deposition time will be billed out at above rate
 - \$1,000 cancellation fee if deposition is canceled/moved from agreed upon date/time without 48 hours notice
- Deposition preparation: \$2,500
 - Required for deposition
- Testimony: \$3,000 (up to 4 hours)/ \$6,000 (4-8 hours)
 - \$3,000 cancellation fee if testimony is canceled/moved from agreed upon date/time without 48 hours notice
 - Time is portal-to-portal based (include travel and waiting time at venue)
 - Time exceeding 8 hours will be billed at \$750/hr rate
- Testimony preparation: \$2,500
 - Required for testimony
- Independent physical therapy examinations: \$3,000 (plus travel and material costs)
 - Includes report generation
 - \$3,000 cancellation fee if examination is canceled/moved from agreed upon date/time/location without 48 hours notice
- Travel (local within 45 minutes of home excluded)
 - All travel expenses to be paid by retaining counsel.
 - Travel time: \$250/hr (capped at \$2,500/day)
 - Portal-to-portal based
 - Home to destination and back.

Daniel J. Lee, PT, DPT, PhD, GCS, OCS, COMT
Physical Therapist
Board Certified Geriatric Specialist
Board Certified Orthopedic Specialist
Certified Orthopedic Manual Therapist
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Payment Terms: Payment for flat-fee services is required before initiation of work, except where a deposit amount is specified elsewhere in this schedule. All invoices are due within 30 days of the invoice date. There is a 1.5%/month interest on any invoice not paid after 30 days. Payment obligations are owed by the retaining attorney and/or firm regardless of the source of reimbursement, including insurance carriers or other third parties, and are not contingent on the timing of any third-party payment. If needed to pursue collection (including through an attorney or collections agency), the responsible attorney pays the expert's reasonable collection costs and attorney's fees. The expert reserves the right to withhold delivery of reports, testimony, or further work product until all outstanding invoices are paid in full.

Non-Contingency: Fees are billed strictly for the expert's time, objective analysis, and expertise. Payment is not contingent upon the outcome of the case, the nature of the expert's opinions, or the verdict of any litigation.

General Hourly Rate: Any services that go beyond the hours allotted in the flat rate—including but not limited to: supplemental record reviews, supplemental reports, phone consultations, legal research, answering interrogatories, and reviewing opposing expert disclosures—will be billed at \$500/hour, tracked in 15-minute increments.

Subpoenaed Appearances: In the event the expert is subpoenaed by any party to provide testimony or produce documents related to this matter, the attorney and/or firm issuing the subpoena (or retaining counsel, if compelled by a court) agrees to compensate the expert according to the rates set forth in this Fee Schedule.