

DWIGHT D. VAN HORN  
GENERAL FEE SCHEDULE AND EXPENSE POLICY  
FOR FORENSIC FIREARMS SERVICES

**EFFECTIVE JANUARY 1, 2006**

- **RETAINER:** Normally, a minimum retainer of \$1,500.00 must be received prior to working the case or reviewing documents. The retainer may be negotiable after initial consultation with the client. The retainer is also required if the client declares Forensic Firearms Services, with or without their permission, as an expert witness to the court or opposing counsel. Preliminary telephonic discussions of potential cases are welcome and there is no charge for this service. The retainer will be credited toward work completed with the first hour (\$150.00) as non-refundable in the event the matter is resolved or settled after Forensic Firearms Services is retained, but before completing the work requested.
- **HOURLY RATE:** \$150.00 Per Hour for the following professional services rendered, consultation, report writing, research, site inspections, reconstructions, travel time, preparation for court and telephone conferences in excess of 30 minutes. Travel time is calculated portal to portal from the actual time of departure and arrival. These rates apply to work performed Monday – Friday 9:00AM – 5:00PM. Any work or meetings specifically requested by the client to be performed outside of these hours or on holidays will be billed at \$225.00 per hour.
- **DEPOSITIONS AND COURT TESTIMONY:** The fee for depositions and court testimony is \$200.00 per hour with a two hour minimum. The client is responsible for payment of travel time, portal to portal, at the rate of \$150.00 Per Hour. This also includes preparation and “waiting time” prior to and following testimony. Payment of the minimum fee must be received from deposing counsel prior to the start of and /or continuation of the deposition. It is the client’s responsibility to notify opposing counsel of the deposition fee.
- **OUT OF AREA SERVICES, TESTIMONY OR DEPOSITIONS:** These services are \$1,200.00 PER DAY. They include all work performed outside a 250 mile radius of Coeur d’Alene, Idaho. Travel, lodging, meals and other incidental expenses are the responsibility of the party requesting the services. Generally, travel expenses are payable in advance, unless otherwise agreed upon.
- **INVOICES:** Itemized invoices submitted to the client are payable within 30 days of receipt. The statement may include incidental expenses for materials used or contracted services pertaining to the instant case. Any unpaid balance in excess of sixty (60) days may reflect a service charge of 1.5% per month. All work may cease on a case, including reports and court testimony, when an unpaid balance exceeds forty five (45) days. It is the responsibility of the client to pay the invoice upon receipt and not to request that the payment be delayed until funds are received by the client from some other source. The client is identified as the law firm representing either the defendant or plaintiff, **NOT** the party or parties that they represent as legal counsel for this particular action. It is understood that the client and Forensic Firearms Services are entering into a professional relationship and the client is solely responsible for payment of all professional services.