

## DEPOSITION FEE PAYMENT AGREEMENT

**THIS DEPOSITION FEE PAYMENT AGREEMENT** (this “*Agreement*”) is dated as of \_\_\_\_\_, 2021 (the “*Effective Date*”) by and between \_\_\_\_\_, a \_\_\_\_\_ (“*Law Firm*”) with an address of \_\_\_\_\_, telephone number of \_\_\_\_\_, and email address of \_\_\_\_\_, and Starting Point Rehabilitation, Inc., a Colorado corporation (“*Consultant*”) with an address of 5480 W. 60<sup>th</sup> Avenue, Suite B, Arvada, CO 80003, telephone number of 303.202.9090, and email address of admin@startingpointrehab.com.

### RECITALS

- A. Consultant is in the business of providing medico-legal services.
- B. Consultant has been engaged by \_\_\_\_\_ (“*Plaintiff*”) and Plaintiff is a client of Consultant.
- C. Law firm desires to take the deposition (the “*Deposition*”) of Sherry Young, the owner of Consultant, in connection with Law Firm’s representation of \_\_\_\_\_ (“*Defendant*”) in its dispute with Plaintiff. Customarily, law firms such as Law Firm pay consultants such as Consultant directly for the time spent in the deposition and [related travel time and requests for documentation made during the deposition] (“*Deposition Time*”).

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants herein contained, Law Firm hereby agrees to pay Consultant for all Deposition Time, as follows:

1. **Deposition and Payment Terms.** Law Firm and Consultant shall schedule the Deposition at a mutually convenient time. Law Firm shall pay Consultant the fee (the “*Fee*”) shown on Exhibit A for all Deposition Time. Within one (1) business day of the scheduling of the Deposition, Law Firm shall tender this signed Agreement and a retainer of \$900 (the “*Retainer*”) to Consultant. Failure to do so shall result in the cancellation of the Deposition for the previously scheduled time. The Retainer is nonrefundable in the event that the Deposition is cancelled at any time or Law Firm requests that the Deposition be rescheduled within five (5) business days of its originally scheduled time. If Law Firm requests that the Deposition be rescheduled outside of such five (5) business day window, 50% of the Retainer shall become a nonrefundable rescheduling fee. A new Retainer must be provided upon any rescheduling and will be subject to the terms of this paragraph 1. After the Deposition is complete, Consultant shall prepare an invoice for all

Deposition Time and send it to Law Firm by the tenth (10<sup>th</sup>) calendar day of the following month. Other than the Retainer, the Fee shall be payable net ten (10) days after Law Firm's receipt of Consultant's invoice. After ten (10) days, all unpaid balance shall accrue interest at 18 percent (18%) per annum or the highest rate of interest allowed by law, whichever is less.

2. **Reimbursable Expenses.** In addition to the payment of the Fee, Law Firm shall pay or reimburse Consultant for its costs and expenses incurred by Consultant for travel and requested documentation. Mileage will be reimbursed at the then-current IRS rate. Travel to and from any location other than Consultant's office for the Deposition is hereby deemed approved in advance and shall be billed as set forth in Exhibit A. Any other reimbursable expenses in excess of \$100 also require the advance written authorization of the Law Firm (email sufficient).

3. **Assignment.** Neither party may assign its rights hereunder to any third party without the prior written consent of the other party, which may be granted or denied in the non-assigning party's sole discretion.

4. **Successors and Assigns.** Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

5. **Severability.** In the event any provision of this Agreement will be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, and such invalid, illegal or unenforceable provision will be deemed enforceable to the fullest extent permitted by law.

6. **Binding Effect.** This Agreement will inure to the benefit of, and will be binding upon, Law Firm and Consultant and their respective successors and permitted assigns. This Agreement does not alter the facts that Consultant has been retained by Plaintiff and that Plaintiff is Consultant's client. It is intended to facilitate scheduling and payment to Consultant only as set forth herein.

7. **Governing Law.** This Agreement will be governed for all purposes by the laws of the State of Colorado without regards to conflicts of law principles.

8. **Execution by Counterparts or Email.** This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and will constitute one agreement. Signatures transmitted by any electronic means (DocuSign, pdf files, or any other format of electronic signature) will have the same effect as original signatures.

9. **Notices.** All notices, demands, consents, approvals or other documents or instruments required or permitted to be served upon either of the parties ("*Notices*") shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) when sent by facsimile during business hours (or 8:00 a.m.

the next business day if not sent during business hours; (c) one business day after being deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party at the address set forth above; or (d) three business days after being placed in the mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth above. Any party or person entitled to receive Notice may change its address for Notices, by Notice to the other parties in writing. This Section 9 is intended to apply to material matters only and not to impede normal communications between Law Firm and Consultant, and any electronic mail messages authorizing expenditures or other consent as set forth herein with the phrase “(email sufficient)” shall be considered conclusive proof with respect to any such matter and shall not require any further notices or other documentation.

**10. Miscellaneous.** Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and references to Article, Section, Subsection, Paragraph, Schedule, Exhibit and like references are references to this Agreement unless otherwise specified. The word “including” shall be deemed to mean “including without limitation”. References in this Agreement to any party shall include such party’s successors and permitted assigns. In the event of any direct and irresolvable conflict between this Agreement and anything contained in the Exhibit A hereto, the provisions of Exhibit A shall govern. In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorney’s fees. All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Law Firm and Consultant. Any changes or amendments to this Agreement must be set forth in a writing executed by both Law Firm and Consultant. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

[Signatures Follow on Next Page]

**IN WITNESS WHEREOF**, the parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

**LAW FIRM:**

\_\_\_\_\_

By: \_\_\_\_\_

Name and Title:

\_\_\_\_\_

\_\_\_\_\_

**CONSULTANT:**

By: *Sherry Young OTR*

Sherry Young, Owner  
Starting Point Rehabilitation, Inc.

**EXHIBIT A-WORK AND PRICING**

**As of March, 2021  
(Fees are Subject to Change at Any Time)**

**NO WORK IS DONE ON A LIEN OR OTHER CONTINGENT BASIS**

**PLAINTIFF NAME:** \_\_\_\_\_

**DEFENDANT NAME:** \_\_\_\_\_

**\$450/hour for Depositions** (2 hour minimum and billed in quarter hour increments) The approximate amount of time required must be made known at least five (5) days in advance so that Consultant may schedule other appointments on the same day. Any time reserved becomes the minimum amount of time for a Deposition. Consultant reserves the right to leave any Deposition for which adequate time has not been reserved in advance.

**Travel Time/Requests for Documentation/Miscellaneous Services (collectively, ‘Hourly Work’)**

Billed Hourly Per the Hourly Rate Schedule shown below (the “Rate Schedule”). Copying and similar out-of-pocket expenses are also reimburseable as set forth in the Agreement.

**Hourly Rate Schedule:**

Hourly Work Performed By:

Sherry Young/Owner: \$275 per hour  
Occupational Therapy Assistant: \$225 per hour  
Medical Records Specialist: \$175 per hour

Consultant shall assign tasks to its own personnel in its sole discretion.

Law Firm Initials: \_\_\_\_\_