



## R. DENNIS BURKE/DOT COMPLIANCE EXPERT

### Transportation Compliance Experts, Inc.

4851 Wharf Parkway Unit D-226  
 Orange Beach, Alabama 36561  
 (251-923-4260 Office  
 (931-242-5422 Cell

[Dennis@TransportationSafetyServices.com](mailto:Dennis@TransportationSafetyServices.com)

## RATE SCHEDULE

### LITIGATION CONSULTATION AND SUPPORT

The following is the most current consultation fee schedule for litigation-related services performed by Transportation Compliance Experts, Inc. (TCE). (This schedule was last updated on December 26, 2022.)

#### **NON-REFUNDABLE RETENTION FEE PER CASE: \$5000.00**

**Performance of services will commence upon receipt of payment of the non-refundable retention fee along with the completed and signed copy of this document returned by fax, email, or letter. The retention fee will be considered earned upon entrance into the litigation consultation and support agreement.** **Until such occurs, and we have cleared conflicts, we request that you do not disclose our involvement with the case to anyone.**

## HOURLY RATES

**Consultation Fee – I** - \$300/hr (casework is performed in defense of a Transportation Safety Services (TSS) retainer trucking client)

**Consultation Fee – II** - \$350/hr (casework is performed for a non-retainer client)

**Consultation Fee – III** - \$400/hr (casework required to be performed on the weekend, on holiday, or as a rush job with less than 10 days of notice)

**Deposition and Trial Fee – I** - \$400/hr with a \$2000 daily minimum (including days that are blocked out for DEPOSITION OR TRIAL if not canceled **5 working days** in advance of held dates).

The retaining attorney agrees to be ultimately responsible for the payment of outstanding fees due for casework performed. If the attorney is simply coordinating this arrangement, the retention documents should be signed by the client or insurance company who will be ultimately responsible, and all contact information for said client or insurer be provided.

**LANE VANINGEN - RETAINER/FEE SCHEDULE (Continued)**

**PLEASE READ THE FOLLOWING GUIDELINES NOTING BY CHECKMARK, THAT AS THE RESPONSIBLE PARTY, YOU ARE AGREEING TO EACH SPECIFICALLY**

\_\_\_(1) Any budgetary limitations on the work to be performed are exclusively the responsibility of retaining counsel. Any limitations should be discussed and agreed upon prior to retention.

\_\_\_(2) Failure to communicate the resolution or settlement of the case is the responsibility of the counselor as it relates to advising us that final invoices should be provided for payment; Failure to advise us that a settlement has been reached and/or work should be discontinued will result in an open invoice that will be due and payable upon receipt.

\_\_\_(3) Not all work done under the retainer agreement will be billed at expert rates. Support rates of up to \$85.00/hr. are specifically approved upon retention of TCE experts, including expert support functions directly associated with said retention.

\_\_\_(4) If the retaining party establishes an agreement under which TCE Expert deposition fees and related expenses are to be paid by opposing counsel, the retaining party remains responsible for payment of those fees in full in the event that opposing counsel fails to pay related costs.

\_\_\_(5) Days held for deposition and/or trial must be canceled **5 working days** prior to the date of deposition and/or trial as set forth above otherwise, counsel will be obligated to pay daily minimums for that time.

\_\_\_(6) Written notification is required of report/disclosure due date or change to an expert report/disclosure due date, deposition date or trial date. Experts cannot guarantee on-time services without this information.

\*\*\*TCE will typically issue invoices at the end of each month for services rendered under this agreement during that month, including for hourly work performed or expenses incurred. Invoices are issued as a .pdf (Adobe Acrobat) email attachment from our Accounting Department. (Litigation@transportationsafety.com). Payment is due upon receipt, and any invoices remaining unpaid for 30 days from the issuance will incur late fees. TCE invoices may include a request for reimbursement for various expenses incurred as part of the casework performed. Typical expenses include postage and mailing costs, copies of necessary reports from government agencies, and various travel costs (especially for depositions and trial) such as airfare, lodging, mileage / rental car, and meals. Any costs related to the collection of outstanding balances due, including collections and legal fees, shall be the responsibility of the retaining party. \*\*\*

**PLEASE, COMPLETE THE FOLLOWING AND RETURN IT WITH THE RETAINER FEE TO:**

**TRANSPORTATION COMPLIANCE EXPERTS, INC.  
4851 Wharf Parkway Unit D-226  
Orange Beach, Alabama 36561**

*R. DENNIS BURKE - RETAINER/FEE SCHEDULE (Continued)*

**Please provide the following information:**

For this matter, the attorney is Defense / Plaintiff counsel (circle one).

**Law Firm / Responsible Party Contact Information**

Name of Responsible Party: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

Billing contact Email Address \_\_\_\_\_

Retaining Attorney Email Address: \_\_\_\_\_

Retaining Attorney Phone Number: \_\_\_\_\_

Retaining Attorney Fax Number: \_\_\_\_\_

Style or Name of Case: \_\_\_\_\_

Case File Number (if applicable): \_\_\_\_\_

As Responsible Party I have read the full Retainer Agreement and understand the stipulations set forth.

Signature of retaining / responsible party \_\_\_\_\_

Date of Retention \_\_\_\_\_

**PLEASE READ AND NOTE: As stated previously on the first page of this retention document:  
\*\*\*\*Deposition and Trial Fee – I - \$400/hour with a \$2000 daily minimum (including days that are blocked out for  
DEPOSITION OR TRIAL if not canceled 5 working days in advance of held dates).\*\*\*\***

**Due date of expert report \_\_\_\_\_ or disclosure \_\_\_\_\_**

**Name of opposing counsel law firm \_\_\_\_\_**

Work under this agreement is performed by Transportation Compliance Experts, Inc. Employer Tax ID# 35-2657432.

Contact Ina Chicu ([litigation@transportationsafetyservices.com](mailto:litigation@transportationsafetyservices.com)) or (251)923-4265 if you or the insurer require a W-9 Form be provided for payment of invoices.