



## Stephen L. Day, CSP

Transportation Compliance Experts  
d/b/a  
Transportation & Safety Compliance Experts  
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### RATE SCHEDULE - LITIGATION CONSULTATION AND SUPPORT

**TCE no longer requests retainer fees related to litigation services performed, but is unable to perform services until a completed and signed copy of this document is returned by fax, email, or letter.** Until such occurs and we have cleared conflicts, we request that you not disclose our involvement with the case to anyone.

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 October 14, 2019.

**Consultation Fee - I** - \$185/hr (casework is performed in defense of a TCE retainer trucking client)

**Consultation Fee - II** - \$250/hr (casework is performed for a non-retainer trucking client)

**Consultation Fee - III** - \$300/hr (casework is required to be performed on the weekend, holiday, or as a rush job with less than 10 days of notice)

**Deposition and Trial Fee - I** - \$300/hour with a \$1500 daily minimum (including days that are blocked out for 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.

### **PLEASE READ THE FOLLOWING GUIDELINES NOTING BY CHECKMARK, THAT AS 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 \$65.00/hr. are specifically approved upon retention of TCE experts, including expert support functions directly associated with said retention.

**STEVE DAY – RETAINER/FEE SCHEDULE (Continued)**

**(4) Days held for deposition and/or trial must be cancelled within the 5 working day window as set forth above otherwise, counsel will be obligated to pay daily minimums for that time.**

TCE will issue invoices at the end of each month for services rendered under this agreement, including for hourly work performed or expenses incurred. Invoices are issued as a .pdf (Adobe Acrobat) email attachment from our Accounting Department. (Litigation@transportationsafetyservices.com). Invoices are due upon receipt and incur late fees if not paid within 30 days of the invoice date. 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 collection of outstanding balances due, including collections and legal fees, shall be the responsibility of the retaining party.

**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** \_\_\_\_\_

**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 requires a W-9 Form be provided for payment of invoices.**