

Transportation Safety Services 27540 World Court, Suite A Daphne, Alabama 36526 (251)661-9700 phone (251)661-9667 fax

Dave Griffin, DOT Compliance Expert DaveG@TransportationSafetyServices.com Phone 931-242-5422

RATE SCHEDULE - LITIGATION CONSULTATION AND

The following is the most current consultation fee schedule for litigation related services performed by Transportation Safety Services (TSS). This schedule was last updated on January 1, 2019.

<u>Consultation Fee – I</u> - 1 - 210/hr (casework is performed in defense of a TSS retainer trucking client)

<u>Consultation Fee - II</u> - \$275/hr (casework is performed for a nonretainer trucking client)

<u>Consultation Fee - III</u> - \$325/hr (casework is required to be performed on the weekend, holiday, or as a rush job with less than 10 days of notice)

<u>Deposition and Trial Fee - I</u> - 325/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).

TSS 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.

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 TSS experts, including expert support functions directly associated with said retention.

___(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.

TSS 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 Ann Cornman (accounting@transportationsafetyservices.com). Invoices are due upon receipt and incur late fees if not paid within 30 days of the invoice date. TSS 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):
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 Safety Services (TranSafety Services, Inc. d/b/a), Employer Tax ID# 32-0055696. Contact Ann Cornman (<u>accounting@transportationsafetyservices.com</u>) or (251)661-9700 x107 if you or the insurer requires a W-9 Form be provided for payment of invoices.