R. DENNIS BURKE
DOT COMPLIANCE EXPERT

Transportation Compliance Experts, Inc.
4851 Wharf Parkway Unit D-226
Orange Beach, Alabama 36561
251-923-4260 Office
314-603-3447 Cell
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 August 2025)

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 within 10 business days. Exceptions will be made at the discretion of Lane VanIngen when the case is taken with a less than 30-day deadline with written report. 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 - **$425**/hr (casework is performed for a Transportation Compliance Experts (TCE) retainer client)

Consultation Fee – II - **$475**/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 - **$475/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.

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

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.

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 this retainer agreement will be billed at the retained expert's rates. TCE policy is to conduct a peer review for the majority of reports and disclosures issued, which will be billed at the reviewer's expert rate. When other experts within the group provide support to the retained expert, work done by the other expert will bill at their prevailing rate. Support rates of up to $105.00/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 issues invoices on a regular basis as sufficient work has been performed on the case or other expenses incurred related to the case, and can occur as frequently as on a monthly basis. Invoices are issued as a .pdf (Adobe Acrobat) email attachment from our Accounting Department. (Ina@TransportationSafetyServices.com). Payment is due upon receipt, and any invoices remaining unpaid for 30 days from the issuance may 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. ***

NOTE: Due to the volume of requests for expert assistance within the group, we must be retained within 10 business days of the date we formally clear conflicts in writing by email for the case. (We recommend sending the Retainer Fee Check with tracking and provide that information to us) If the Retainer Agreement and Retainer Fee have not been received within 10 business days, we will advise counsel and determine if we need to cease tracking the case. After 10 business days, we retain the right to withdraw our availability to work your case so we have capacity to onboard other potential cases as they present.

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

PLEASE COMPLETE THE FOLLOWING INFORMATION ON PAGE 3 BELOW, AND RETURN IT WITH THE RETAINER FEE WITHIN 10 BUSINESS DAYS TO:

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

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** - $475/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 (Ina@TransportationSafetyServices.com or (251)923-4265 if you or the insurer require a W-9 Form be provided for payment of invoices.