



Thomas G. Laubenthal

TGL Consulting, Inc. (TGL)

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Technical Writing and Training

Expert Witness Asbestos and Lead-based Paint Regulatory Matters

Fee Schedule 5-11-23

Technical writing: \$125.00 per hour for uniquely developed documents such as standard operating procedures, audits (site time) and audit reports and laboratory documentation. For limited projects, half day minimum of \$600.00, and \$125/hour thereafter.

Review and update of documents is \$125.00 per hour. Discounts may be available for large volume work and sole-proprietors/start-up companies as TGL deems necessary.

Training: For those unique programs that may be desired by the client, there are two issues. First, if it is a program already produced by TGL, the fee is \$125 per hour with a minimum (4 hour) fee of \$600.00. Second, for those programs that will have to be developed for a specific client's need, contact TGL for a proposal of time and fees associated with that development. Development time will be billed at \$125.00 per hour. The presentation will be at the fee listed above.

Travel: For training or other site work that requires travel, all associated costs are paid by the client, such as mileage or airfare, vehicle costs, lodging, and meals. Travel time is \$75.00 per hour. Local travel will be at the current government milage rate. Contact TGL for details.

Work deposits: For work outside of public agencies where deposits may not be allowed as defined in contract documents, a fee of 50% of the project cost must be provided to TGL before agreed upon work is to begin. Final billing will be for the remainder of the project fee, any additional billable hours and travel costs.

Invoices: For work outside of public agencies with a specific payable schedule defined in contract documents: All invoices are due and payable within 15

(15) days of receipt. Invoices thirty (30) days past due will be charged interest at the rate of 1.5% per month (annual rate of 18%) and will be assessed a \$200.00 late fee. Invoices sixty (60) days past due will be referred for collection and all legal remedies for payment pursued.

LITIGATION SERVICES

- Litigation:** \$200.00 per hour for services including, but not limited to, review, research and analysis: reports, conferences, site visitation and survey where appropriate together with a review of all Discovery materials and any other materials deemed necessary to reach and render an opinion in the subject litigation. A minimum, non-refundable advance retainer fee of \$1,600.00 (8 hours) is required. Initial work will be charged against the retainer.
- Deposition:** Deposition fee will be \$300.00 per hour with \$1200.00 (4 hour) minimum to be paid on or before the date of deposition if retainer fee has been exhausted or insufficient to cover the 4-hour minimum. Deposition time beyond four hours will be billed at an hourly rate.
- Trial:** \$350.00 per hour with \$1400.00 (4 hour) minimum.
- Cancellation:** Counsel is required to provide forty-eight (48) hour notice of cancellation of scheduled deposition or testimony or be subject to a four (4) hour cancellation fee plus any travel deposition expenses.
- Travel:** Travel time is billed at \$75.00 per hour. The client is responsible for all actual travel expenses (travel, lodging, meals etc.)
- Invoices:** All invoices are due and payable within 15 (15) days of receipt. Invoices thirty (30) days past due will be charged interest at the rate of 1.5% per month (annual rate of 18%) and will be assessed a \$200.00 late fee. Invoices sixty (60) days past due will be referred for collection and all legal remedies for payment pursued.
- Payment:** The attorney/attorney firm is solely responsible for fee payment.
- Invoices:** All invoices are due and payable within 15 (15) days of receipt. Invoices thirty (30) days past due will be charged interest at the rate of 1.5% per month (annual rate of 18%) and will be assessed a \$200.00 late fee. Invoices sixty (60) days past due will be referred for collection and all legal remedies for payment pursued.
- Additionally:** Payment to TGL for the services provided will not be dependent upon our findings, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of any current or potential underlying legal cause, nor on any contractual arrangement between you

and any other person or party. You confirm that you have had the opportunity to investigate and verify TGL's credentials and any staff we provide in support of this request, and you agree that we are qualified to perform the services described in this engagement letter.

TGL's services will be delivered in a manner that is independent, impartial and objective. TGL does not and cannot guarantee the results of any legal matter.

Without liability on our part and without regard to the stage of litigation, TGL shall have the right to withhold providing services (including delivering any report or providing testimony) or withdraw completely, at our sole option, if any of our invoices are not timely paid or if we determine that an irreconcilable conflict has arisen.

In the event that we prepare any expert reports as part of this engagement, the use of any such expert reports shall be limited to litigation of the above referenced matter. The expert reports may not be used or relied on, in whole or in part, for any other purposes.

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