



Whitney Recker, CP, FRP
Director & FLHSMV Specialist

(904) 304-2271

www.YELLOWSIG.COM

ENGAGEMENT AGREEMENT FOR CONSULTING SERVICES
PERSONAL & CONFIDENTIAL

Client:

Re: Consulting for and with **FIRM NAME**, herein referred to as "Client"

This Agreement is between Client, and Yellow Signal, LLC, for consulting of Client, specifically:

Name and Address of Firm:

FIRM NAME
STREET ADDRESS
CITY/STATE/ZIP

Engaging Representative(s):

ATTORNEY'S FULL NAME
PHONE #
EMAIL ADDRESS

NATURE OF REPRESENTATION

This contract confirms the agreement for consulting services to be provided to the Client. Services will involve consulting related to and for drivers and cases represented by the above Client. **This contract is for consulting services rendered only for the Client's firm address listed above.** If the Client desires any additional consulting services for practices and/or firm branches not listed above, a separate contract describing those services and the fees to be charged must be executed.

CONSULTING FEES – HOURLY PLAN

The fees for consulting services for this matter will be as follows:

1) **Hourly Billing:**

All consulting work for Clients on this plan is based on a **non-refundable** billable hourly rate of **\$199.00 per hour.**

In return for such consideration of the non-refundable hourly fees, Yellow Signal shall provide consulting services to wit:

- Guide Client and/or Client's represented driver(s) to logical solutions on all driver's licensing matters, penalties, and processes pursuant to the rules and regulations of the Florida Department of Highway Safety and Motor Vehicle (herein referred to as "FLHSMV");
- Evaluate Client's represented driver(s) suspension(s) and provide a timely summary of all available options at the driver's disposal to ensure applicable FLHSMV deadlines are met;
- Determine eligibility and assist Client and/or Client's represented driver(s) in the application process for BPO (or "hardship") licenses;
- Assist Client and/or Client's represented driver(s) in the enrollment process for DUI School programs;
- Prepare documents necessary to submit to the FLHSMV's Bureau of Administrative Reviews (which may include BPO applications, applications for Formal Review Hearings, prehearing statements, proposed subpoenas, and/or Certificates of Service);
- Provide clarity on the restrictions of various restricted driving permits;
- Correspond with Bureau of Administrative Reviews Hearing Officers (and other FLHSMV personnel) regarding scheduling, continuances, witness availability, and temporary driving permits;
- Address compliance with SCRAM, interlock ignition device, DUI School, substance abuse counseling, VIP, and other requirements often imposed by the Courts and/or by the FLHSMV
- Analyze Certified Driving Records ("CDR");
- Draft motions for remedies commonly needed from the Courts- such as to permit hardship eligibility, for stipulated under-blow, to withdraw a capias, to set aside adjudication points, and for post-conviction relief;
- Navigate steps necessary to lift Habitual Traffic Offender designations.

COSTS

2) While Yellow Signal shall consult as needed on matters related to how costs and fees may be paid, all costs and fees incurred for action items (as contemplated in Section 2) deemed necessary to be paid during the consulting process are solely the responsibility of the Client and/or the Client's represented driver(s). These costs and fees may include, but not be limited to, fees payable to the FLHSMV, witness appearance fees, service of process, enrollment fees as part of any Court and/or FLHSMV required program, costs/fines payable to the Clerk of the Courts, Certified Driving Records, and travel. The fees as contemplated in Sections 1 and 2 are exclusively for Yellow Signal's FLHSMV Specialist's time spent on Client's cases and do not include any other costs and fees. Yellow Signal shall not front any costs or

fees for later reimbursement, nor does Yellow Signal operate an IOTA account. Any invoices received by Yellow Signal from any third-party and related to a specific case or driver represented by the Client, whether remitted intentionally or erroneously, shall be forwarded to the Client to be paid within thirty (30) days as either an expense incurred by the Client or to request reimbursement at a later time from Client's represented driver.

ADDITIONAL TERMS

3) Yellow Signal's FLHSMV Specialist's shall track time and hours spent working on cases. Itemization of billing shall include the Client's represented driver's name (if applicable), brief description of the work performed, and an accounting of time rounded to the nearest **half-hour**. General knowledge consulting not related to a specific driver's case, or in instances where a specific driver's name is not provided, shall be listed on invoices as "miscellaneous". It is understood that hourly accounting of the FLHSMV Specialist's time shall be provided to Client via a monthly invoice and that the invoice shall be paid within thirty (30) calendar days of the date of the invoice.

4) Yellow Signal's FLHSMV Specialist's job shall be to consult, based on the material facts provided at the time, on the position and the options that are available to the driver- but the decision(s) as to what, if any, action(s) shall be taken, shall always be the Client's and/or Client's represented drivers(s). Yellow Signal will rely on the concept of *prima facie* in all consulting services provided and it will be the responsibility of Client to brief Yellow Signal if, at any time, Client is made aware of emerging material facts that could potentially alter the efficacy of Yellow's Signal's guidance pertaining to one of Client's represented drivers.

5) It is understood that Yellow Signal **cannot** consult on any driver's licensing issues related to delinquent child support.

6) It is understood that Yellow Signal's consulting platform is solely reliant upon FLHSMV administrative rules and Florida Statutes, is designed for corrective actions that can be undertaken at the Florida level, and that are related to driving privileges within the confines of the State of Florida. Accordingly, Yellow Signal **cannot** consult on driver's licensing issues where corrective action(s) outside of the State of Florida must be taken. As such, Yellow Signal cannot consult on out-of-state matters beyond generalized knowledge that apply in all states.

7) If Client changes the address, telephone number, and/or e-mail address listed above, or the assigned attorney, while the matter is pending, Yellow Signal shall be notified within three (3) business days of such change. In addition, by your signature below, you agree and consent to receive SMS messages from Yellow Signal.

8) Yellow Signal has the right to withdraw **without refund** from providing consulting services of Client, if Client fails to comply with any conditions contained herein, including misrepresenting or failing to disclose facts material to the matter, failing to timely pay invoices, and/or failure to maintain reasonable communication when responses on action items are needed in order to proceed. "Reasonable" response times shall be defined as one (1) week for tasks that are not time-sensitive, but three (3) business days for tasks marked as "urgent". Notwithstanding the explicit timeframe pertaining to overdue invoices as outlined in Section 10, a detailed written notice that Client has failed to abide by one or more of the terms of this Agreement shall be provided along with a deadline for Client to take the proper corrective action(s) prior to Yellow Signal's withdrawal. Further, failure of Yellow Signal to withdraw from providing consulting services of Client at one point in time does not waive the ability of Yellow Signal to withdraw from providing consulting services of Client in the future for failing to comply with the terms of this Agreement.

9) Invoices shall be paid within thirty (30) calendar days of the date of the invoice or a **\$50 late fee** shall be applied in addition to any fees agreed to herein. Invoices may be paid via credit card, debit card, or e-check via Yellow Signal's online portal, or via paper check to Yellow Signal's mailing address. If invoices are more than forty (40) business days overdue, Yellow Signal may, at its discretion, require the total overdue balance in addition to any as-yet-to-be-invoiced billable hours for work already performed, as well as any assessed late fees, to be paid immediately and in full before work shall recommence. Additionally, this has no effect on Yellow Signal's rights to withdraw under Section 8.

10) Yellow Signal's proprietary platform is designed exclusively to optimize attorneys' abilities statewide in managing their DUI criminal defense and their driver's licensing caseloads. Because Yellow Signal's FLHSMV Specialist is a paralegal, rather than a licensed attorney, **Yellow Signal cannot offer legal advice**. All actions performed by Yellow Signal's FLHSMV Specialist must be done under the supervision of- and at the direction of- a licensed attorney. As such, any matters which shall require exercising discretion, practicing independent judgement, interpreting laws or rules, or any other actions which could be construed as "unlicensed practice of law" pursuant to the ethical rules of the Florida Bar and/or to Florida Statutes shall at all times either be deferred to, and/or receive prior approval by, the Client's assigned attorney. Accordingly, routine communication (as contemplated in Section 8) shall be vital to the success of the consulting services described herein. Yellow Signal's consulting services regarding FLHSMV administrative rules is not legal advice, nor should it be construed as such. Further, Yellow Signal cannot make any guarantees as to specific outcomes as is

standard with any consulting service. It is understood that no such promises of either legal advice, nor guarantees for specific outcomes, have been made in Client's communications with Yellow Signal.

The above Agreement is hereby accepted by Yellow Signal upon the terms set forth herein and upon receipt of the initial engagement fee.

Whitney Recker, CP, FRP
Director and FLHSMV Specialist
YELLOW SIGNAL, LLC

_____ Date: _____
As and for: Yellow Signal, LLC

The above engagement is hereby accepted by the Client upon the terms set forth herein:

_____ Date: _____
As and for: **FIRM NAME**

(Print name): _____