



Whitney Recker, CP, FRP
Director & FLHSMV Specialist

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WWW.YELLOWSIGNALFL.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 – MONTHLY SUBSCRIPTION PLAN

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

1) **New Client Engagement Fee (1st Month):** **~~\$999.00~~ \$499.00**

An initial **one-time** non-refundable payment is due upon acceptance of representation and execution of this Engagement Agreement. This fee will cover the time involved in performing the administrative tasks necessary to establish a new

Client file plus consulting services as described below for the first 30-day billing cycle. Since it is understood that a portion of the tasks performed during this period will be clerical in nature, and will include less substantive consulting work than a typical month for an established client, an itemized billing summary for this reduced first month's fee shall **not** be created for- nor provided to- Client. It is understood and agreed that this reduced fee for the first month is fully earned upon acceptance of consulting services and is only available for **new** clients whom have never retained Yellow Signal's services previously.

2) **Monthly Subscription Billing:**

All consulting work for clients electing for monthly subscription billing is based on a **non-refundable** billable monthly rate of **\$999.00 per month** with the first installment due via ACH auto-pay thirty (30) calendar days following the Initial New Client Engagement Fee (as contemplated in Section 1), and automatically withdrawn every thirty (30) calendar days thereafter until service is canceled. There is no long-term commitment and **Client may cancel or pause subscription at any time with a five (5) day written notice**. However, no refunds or proration discount will be offered within five (5) days of the monthly withdrawal date for the upcoming billing cycle. Abrupt cancelations will result in all consulting services ceasing on the final day of the paid billing cycle, regardless of the status of any pending matters for Client's represented driver(s). Accordingly, it shall be preferred that cancelation coincide with any pending matters resolved to avoid undue harm to the Client's represented drivers.

RECURRING CREDIT CARD PAYMENT AUTHORIZATION

You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated below to your Credit Card each billing period. A receipt for each payment will be provided to you, and the charge will appear on your Credit Card statement. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from Yellow Signal at least ten (10) days before the payment is collected.

I, **[CARDHOLDER NAME]**, authorize Yellow Signal to charge my credit card for \$999 on the **[#]** day of each month.

This payment is for the following: **Yellow Signal's FLHSMV Consulting Services.**

BILLING INFORMATION:

Billing Address: **[STREET ADDRESS, CITY, STATE, & ZIP]**

Billing Contact's Phone #: **[CARDHOLDER PHONE]** Email: **[CARDHOLDER EMAIL]**

CREDIT CARD INFORMATION:

Card Type: ☐ Mastercard | ☐ VISA | ☐ Discover | ☐ AMEX | ☐ Other [OTHER]

Cardholder Name: **[CARDHOLDER NAME]**

Card Number (#): **[CREDIT CARD #]**

Expiration: **[MM/YY]** CVV: **[CVV #]**

CARDHOLDER ACKNOWLEDGEMENT AND SIGNATURE:

I (the Cardholder) understand that this authorization will remain in effect until I cancel it in writing. I agree to notify Yellow Signal in writing of any changes in my account information or termination of this authorization at least fifteen (15) days before the next billing date. If the above-noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form and Agreement.

Cardholder Signature: _____ Date: _____

Printed Name: **[CARDHOLDER PRINTED NAME]**

In return for such consideration of the non-refundable engagement fee and monthly subscription fees, Yellow Signal shall provide **unlimited consulting services on up to ten (10)** of Client's represented drivers in a given billing cycle, 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

3) 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

4) Due to the nature of the "unlimited" time arrangement herein, as well as the expense and time to keep such records, Yellow Signal shall **not** track time and hours spent working on Client's individual cases, nor for the Client as a whole, for the monthly subscription plan. Itemization of billing as contemplated herein shall only include the Client's represented driver's names (if applicable) and the total number

in a given billing period. It is understood that no hourly accounting of the FLHSMV Specialist's time shall be provided to Client via a monthly invoice. Itemization of billing which also includes a brief description of the work performed and an accounting of time rounded to the nearest half-hour, will only be conducted for clients electing for *hourly* billing; as such, these details are not contemplated within this Agreement. However, should Client need additional services beyond the 10 (ten) represented drivers as contemplated within this Agreement, and upon prior authorization given by Client, Yellow Signal will be happy to provide those services at a discounted hourly rate of **\$99 per hour (reduced from \$199/hr.)**. In these instances, an itemized monthly invoice will be created by Yellow Signal and provided to Client solely for the hourly surplus. 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", individual to each particular query. Therefore, each miscellaneous query shall count as **one (1)** in totaling the itemization for up to ten (10) of Client's represented drivers in a given billing cycle. For transparency purposes, work marked as "miscellaneous query" will include a brief description and the date of service.

5) 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.

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

7) 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.

8) 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.

9) 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 generally 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.

10) Yellow Signal reserves the right to impose a **\$35 service fee** in instances where an automatic payment fails to process due to "insufficient funds" or any other issue related to Client's financial institution declining the payment. In these instances, an invoice shall be provided via electronic mail and 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. 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 assessed late fees, and/or service 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 9.

11) 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, by the Client's assigned attorney. Accordingly, routine communication (as contemplated in Section 9) 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): _____