



**Todd F. Shupe, Ph.D.**  
**Wood Science Consulting, LLC**  
**2833 Westerwood Drive, Baton Rouge, LA 70816**  
**T: (225)773-3015 | E: tfshupe@gmail.com | W: www.drtdodshupe.com**

## **FEE SCHEDULE**

**Expertise in wood science, building materials, wood preservation, decay/insects, wood-based composites, wood poles, flooring, wood species identification, ISO/IEC 17025, and OSHA standards regarding wood scaffolds & ladders.**

### **Time Charges**

For all legal issues related to consultation activities such as reviewing documents and depositions, fieldwork, literature review, consultation with the client or other experts, report writing, travel, etc., the hourly fee is \$500. Deposition and trial testimony is \$600/hour with a \$5,000 minimum. All rates for all services are increased by 50% for work that is required to be conducted outside of regular business hours, weekends, federal holidays, and any work requested to be expedited.

### **Expenses**

All travel time is calculated from portal to portal. Travel time begins when I leave my office and ends when I return to my office. All expenses are billed at cost, and all major expenses, except required travel, are pre-approved by the client. All travel-related expenses are to be reimbursed at cost. Hourly testimony expenses are also charged as described above and apply to any time spent waiting to provide testimony. Starting two weeks from my scheduled appearance for testimony and/or consultation, if my appearance is deemed canceled or otherwise postponed, then the client agrees to pay half of my normal hourly rates for the total time that I reserved to be present and any out of pocket travel expenses that may have already been incurred.

### **Retainer**

A non-refundable \$5,000 retainer is required for all legal work to initiate an engagement, and no use or otherwise disclosure of my name is allowed until the retainer is received. The retainer is kept in trust and used as security toward past due payments and/or final close-out invoice. The retainer must be replenished to its original amount of \$5,000 if used during engagement. Final close-out payment is required, and then the retainer is returned at the end of engagement, pending use to satisfy the two aforementioned reasons for its use. To retain me, please print, sign, and date this document and email it to me as a PDF. I am retained once I receive this signed document and the retainer check. A \$5,000 retainer is owed to me if I am designated as an expert, regardless of if I am called upon to provide testimony, material review, or any work product.

### **Invoicing**

An invoice is submitted monthly that documents the accumulated time and expenses for the engagement as well as any credit remaining from the retainer. If the retainer has been depleted, payment is due in full upon receipt of the invoice. Any invoices unpaid within 30 days of the invoice date are considered past due and subject to an interest charge of 1.5% per month. Work will stop if any invoice is unpaid after 60 days and will resume once all invoices have been paid in full and the retainer has been restored to \$5,000.

### **Agreement**

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Signature

Date

Case Number and Caption