



TRIAL PREPARATION Rules and Guidelines

I. COMMUNICATION

A. Weekly Meeting (30 Minutes)

The client is allowed up to four (4) weekly, biweekly or monthly half-hour meetings via Zoom. **NOTE:** The time period between our start date and trial should help you determine when to schedule your meetings. For example, if your trial isn't until 60 days from our start date, then a biweekly meeting might be best. If it's in 30 days, then a weekly meeting might be more beneficial. **Additional meetings or 60 minute meetings can be requested at any time (in advance) at an additional rate.**

The client is to schedule the meetings at once using the link provided. Meetings shall be on the same day and time for each meeting to allow for as much continuity as possible. (We understand that this is impractical at times, however, this is the method preferred.)

The Client is responsible for making each meeting on time. The meeting will be canceled after ten (10) minutes of waiting if the Client shows up after then. The Client will forfeit this meeting except for Good Cause shown.

The Client is allowed to reschedule the meeting if at least 48-hour notice is given in advance. Any cancellations after this time will be considered a forfeit unless Good Cause is shown.

The Client is responsible for showing up prepared with questions, follow-up tasks, etc. as the meeting is to facilitate some progress in the Consulting relationship.

The Client shall not request legal advice as the Consultant is not permitted to give any legal advice. (However, if legal advice should be absolutely necessary, the Consultant has the discretion to seek the advice of an attorney and have that attorney communicate that directly to the Client.)

The Client may take notes during the meetings.

The meeting shall be recorded and provided to the Client when requested.

Should the meeting run over the half-hour time allotted after Client is made aware of the time expiration, the Client will be billed in fifteen (15) minute increments for the overage. (The hourly rate shall be discounted from \$250 to \$225 for the Client.)

B. Email, Messenger, Google Voice

The Client can access the Strategist at any time. However, the Client acknowledges that the Strategist has up to 48 hours to respond unless the message has URGENT in the caption.

Email shall be the method of communication for non-emergency issues. If there is no response within 48 hours, the Client shall email with the caption "SECOND REQUEST".

Google Voice is the preferred option if an immediate response is needed. (Google Voice # is 862.800.7850.)

C. Facebook Participation

You shall have automatic post approval in the associated Facebook groups. This is a great alternative to getting advice in between meetings.

II. DOCUMENT REVIEW

The Client can submit specific documents that are relevant to the material issues in the case to have them reviewed, interpreted, or analyzed* as part of the package. Documents are to be uploaded to a Google Folder or emailed.

A. Permitted Documents:

Petitions/Complaints, Responses/Answers, Judge's Orders/Decisions, Discovery Requests, Attorney Letters/Correspondence, Parenting Plans/Agreements, or Court Notices.

B. NOT Permitted Documents:

Transcripts, Lengthy Reports, Memos of Law or Briefs, or any other document that is over 20 pages (unless agreed to by Consultant.)

Turnaround time for each document review (except documents provided an Intake) is business 3-7 days (as is the rules for all Doc Review services). The exact time will depend on the document type, Consultant schedule, calendared meetings, and urgency. (Check [here](#) for Step by Step Process for each service.)

IV. DOCUMENT PREPARATION

Document preparation is on per per-case basis (general documents like petitions, orders, and letters are covered). There are limits with respect to additional documents that will be drafted. This will be discussed at the first weekly meeting.

Documents prepared are subject to the same rules as Document Review.

If documents need to be prepared, we reserve the right to hire an attorney in your jurisdiction or a qualified paralegal to do so.

V. ATTORNEYS

a. The Client will have the opportunity to access the Consultant's Referral List which includes attorneys, mediators, coaches, therapists, and anyone else necessary to help the client reach their goals. In addition, we reserve the right to consult with an attorney or require that you seek the advice of an attorney if we feel necessary to the advancement of your case goals.

NOTE: Attorney fees are NOT included and will be billed separately by that attorney.

b. Nothing provided by us should trump any legal advice given to Client by the attorney representing them at trial. The attorney is free to make recommendations, give advice, etc. based on their own professional guidance. In that, there might be times where they contradict or conflict with the recommendations given by TDS, the Client should take the advice of their attorney over any other advice in these circumstances. If the Client chooses to do otherwise, that do so at their own risk. Communication between TDS and Client should NOT be shared or discussed with the attorney as this might raise issues with how the case is handled.

VI. COACHING/CONSULTING PLATFORM

The Client shall have access to the client management & account platform where notes, check-ins, resources, and library content are done. Access to the platform will be unlimited as long as the Client is in “Active” status with the Consulting Services.

All material on the platform is considered proprietary and thus shall not be shared with anyone outside of any of TDS programs.

VII. ADMINISTERING SERVICES PROVIDED

A. Court Filings/Access

The package does include limited court filings, e-filing, or document submission. However, no document retrieval (unless specifically stated) is covered. However, if the Client wishes to have the Consultant perform any of these tasks, they can request these at any time (an additional fee might be incurred.) Once documents are submitted, it is the responsibility of the Client to inform the Consultant of any notices of errors, misfilings, etc. received from the Court in a timely matter. Failure to do so that requires additional filings will incur additional fees.

The Client will have to create an account on the court’s portal and give the Consultant access to the court’s portal account (if applicable) as soon as practicable. (NOTE: If we have to create the account, this will take the place of one of your allotted meetings and will be at the discretion of the Consultant.)

B. Service of Process

Any documents provided or drafted* by the Consultant that require in-person service of process shall be the responsibility of the Client unless otherwise discussed. If the Client opts to have the services done by the Consultant, the Client will have to provide the server’s fees in advance. NOTE: Although we can provide background searches to obtain addresses, any additional information needed will need to be provided by our skip tracer at an additional cost to the Client.

C. Filing Fees

Any court filing, or any other fees, needs to be paid in advance failure of the client to do so can affect the timeliness of filings. Any delays in payment that cause additional work needed to make case corrections might incur extra fees. Payments made via electronic transfer will incur an additional cost for processing.

D. Court Status Updates

It is the Client's right to receive updates and to provide the Consultant with court updates within a reasonable time after receiving them.

E. Calendaring & Docketing Dates, Deadlines & Timelines

The Consultant will calendar relevant dates, deadlines, etc. However, it is the client's responsibility to keep track of such dates as well.

F. Meeting Deadlines

It is the Client's responsibility to meet all court filing deadlines, service of process time frames, etc. Failure to do so might incur additional service and additional fees.

G. Communication with the Court, etc.

The Consultant might be limited in its ability to communicate directly with the court on the Client's behalf. Although the Consultant will make every effort to contact the court to confirm its process or procedure, there are no guarantees that the court will provide such information to the Consultant.

H. Ordering Documents (Records, Transcripts, Orders, etc.)

If additional documents are needed from the court or any other agency/entity, the Consultant can request these documents on the Client's behalf if permitted. The Client might have to sign a Release or Authorization in advance and ensure that it is provided to the Consultant in a timely fashion.

I. Authorization

Any authorization to speak on the Client's behalf needs to be provided in advance.

VIII. SCREENING ATTORNEYS, GALs, CEs & OTHER EXPERTS/PROFESSIONALS

We can help locate, vet, and screen attorneys, guardian ad litem, mediators, parent coordinators, etc. suitable for your case. We make no guarantees but try to find someone that we believe is qualified based on your specific case.

IX. INTERACTION WITH LAWYERS, OPPOSING COUNSEL, GAL, ETC.

The Strategist is not authorized to speak with any professionals on the Client's behalf. However, if it's necessary to accomplish a specific goal then the Client will facilitate such exchanges.

X. RESEARCH

Some research can be conducted by the Strategist as part of the package services when it is necessary. the extent of such research is limited to issues that are germane to divorce or custody. Any necessary or requested research with respect to nuanced issues (procedural or substantive) will incur additional fees.

XI. BACKGROUND SEARCH & SKIP TRACING

Some limited background search is available to locate addresses, confirm identity, etc. However, anything beyond basic pedigree information might require the assistance of a skip tracer. If a skip tracer is necessary, the Client agrees to pay for the costs in advance. (NOTE: We offer skip tracer services but the Client has the option to use a different service of their choosing.)

XII. PARALEGAL & SUPPORT

We have experienced paralegals and legal assistants on our team as independent contractors. These legal professionals are verified and vetted so as to assure you that

they are qualified to do the job effectively. They do act as an agent of TDS and so the scope of their authority is limited to TDS rules.

XIII. DISCOUNTED SERVICES

Clients can receive a discount of up to 20% on other services offered by TDS. This discount applies to Document Preparation, Document Review, Legal Research, Background Search (no Asset Searches), Uncontested Divorce (not the fees), and Forms/Templates.

EXCLUDES Strategic Action Plan (Casemap) unabridged version, Best Interests of the Child Analysis, and Trial Preparation.

NOTE: This does not apply to any exclusive offers, special rates, or sales.

XIV. MODIFICATIONS

Changes to any of these provisions might be made when necessary. Any material change will be given advanced notice whenever possible.

Anything not specifically mentioned is NOT included or covered.

1:1 Consulting is not a replacement for our Trial Preparation service. Our Trial Preparation service is specifically geared towards helping you research, vet, verify, locate, analyze, organize, identify, and so on EVERY phase of the trial. While the 1:1 Consulting is geared towards helping you position your case for more favorable outcomes, at any phase of your case including trial, it is NOT as comprehensive as our Trial Preparation service. If you need help with preparing for a Hearing or Trial please be sure to discuss that before signing the Agreement.

XV. Helpful Practical Information & Tips

1. Stick to the schedule, and calendar as much as possible. If you need to change, please give as much advance notice as possible as per the rules above.
2. Please limit contact and communication with the Consultant to the methods spelled

out in the Agreement. **DO NOT SEND DM'S OR MESSAGES ON THE WEBSITE.**

3. Please post inside the private Facebook Group before reaching out in any other format.

4. If you do NOT receive follow-up responses to your check-ins or requested work within the specified time, email me with the subject header **“LATE RESPONSE INQUIRY.”**

5. If there are any emergencies, for scheduled meetings especially, please email me with the subject header **“EMERGENCY”.**

6. You will get the most out of the Consulting service if you take advantage of all of the resources provided on the platform.

PLEASE ACKNOWLEDGE RECEIPT OF THESE RULES BY RESPONDING TO THE EMAIL.

Regards,

Tracey Bee