



## FEE AGREEMENT - FLAT FEE QDRO PREPARATION

THIS CONTRACT ("Contract") is entered into between you, your former spouse (hereafter "Client" or "Clients") and QDRO Helper. This contract is required by Bus. & Prof.C. §6148 and is intended to satisfy the requirements of that statute.

1. **Conditions.** This contract will not take effect, and QDRO Helper will have no obligation to provide services, until the Clients return a fully signed copy of this Contract to QDRO Helper and QDRO Helper acknowledges receipt.

2. **Scope and Duties.** Clients engage QDRO Helper to prepare one or more court orders to divide retirement benefits, hereafter Qualified Domestic Relations Orders ("QDROs"). This Contract does not include representation for any other matter not described above. QDRO Helper will not make any court appearances under this Contract. QDRO Helper will not undertake any discovery of assets, and all services will be based on the information provided by Clients. QDRO Helper does not provide any actuarial or accounting services and will not perform calculations of benefits.

**QDRO HELPER DOES NOT REPRESENT OR ACT AS AN ADVOCATE OR ATTORNEY FOR EITHER SPOUSE IN PROVIDING THE SERVICES STATED IN THIS AGREEMENT.** Although the parties have decided to jointly retain QDRO Helper as a neutral third party to prepare one or more QDROs, and believe that their interests in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the provision of services. By signing this Contract, you agree that your QDRO(s) will be prepared only in accordance with the agreement of both parties and California law. Often, your marital settlement agreement or divorce judgment will specify the agreement of the parties; however, if any other issues arise that require the parties' agreement, it is understood that the parties must reach an agreement before QDRO Helper can provide services. If an agreement cannot be reached, it is understood that QDRO Helper will not be able to complete the QDRO(s) and may need to withdraw from your case. A full refund may not be available due to work already completed by QDRO Helper's attorneys or staff.

By signing this Fee Agreement, you acknowledge that you have jointly retained the services of QDRO Helper to prepare one or more court orders after you independently reached a settlement regarding the issue of the community interest in the retirement benefits. The parties are aware that although QDRO Helper is a law firm, **QDRO Helper will not act as independent counsel for either party separately**, but will serve in the capacity of a neutral QDRO preparation law firm. QDRO Helper encourages each party to seek the advice of independent counsel before executing any final court order/QDRO.

The parties understand that QDRO Helper is not responsible for the valuation of any retirement benefits and that the parties must rely upon each other, their own independent legal counsel, jointly hired valuers, or other advisors for that purpose.

**By signing this Contract, you also understand and agree that QDRO Helper will freely convey all information provided to us by one spouse to the other spouse, and that there will be no secrets between the parties with regard to the services provided by QDRO Helper.** Among QDRO Helper and the Clients there is no right to assert the attorney/client privilege as to communications we receive from either of you in connection with the services provided. By signing this Fee Agreement, you confirm that you are aware of California Evidence Code Section 962, and that you expressly consent to the communication to one Client of information received by QDRO Helper from the other Client.

By signing this Contract, you consent that the fees in this matter may be paid by a single Client, may be paid jointly by both Clients, or a third party may pay fees to QDRO Helper on your behalf, pursuant to the provisions of subdivision (F) of rule 3-310, Rules of Professional Conduct. **We confirm to you that any payment of attorneys' fees by a single Client, or by a third party on behalf of Clients, shall not interfere with the independence of our professional judgment or the attorney/client relationship between our firm and each of you as a third party neutral QDRO preparation law firm.**

3. **Services and the QDRO Process.** Services provided under this contract will be provided in substantially the following manner, subject to variations necessitated by the individual retirement plan procedures:

a. **INFORMATION GATHERING:** QDRO Helper will request, and you will provide, information, including your contact information, copies of your marital settlement agreement or divorce decree, and retirement plan information. QDRO Helper will notify you if there is any additional information required.

b. **DRAFT QDRO:** After all information is gathered, QDRO Helper will prepare a draft QDRO. The draft QDRO will be sent to the parties for review. When possible, the draft QDRO will also be sent to the retirement plan administrator for pre-approval. Some plan administrators do not pre-approve draft QDROs. QDRO Helper will make any changes requested by the parties and/or the retirement plan administrator and then send a revised draft to the parties and the plan administrator for approval.

c. **FINAL STEPS:** Once QDRO Helper receives plan administrator approval, and when the parties have not requested additional changes, QDRO Helper will send a final QDRO to you for signature along with a detailed instruction letter explaining how to file the QDRO at court and how to send a court filed copy to the retirement plan administrator for final qualification and implementation. **It is the responsibility of the parties to sign the QDRO, file it with court, and forward it to the retirement plan administrator.**

d. **OPTIONAL COURT FILING SERVICE:** For an **additional \$150 fee per court order**, QDRO Helper can file the QDRO with the court and send it to the retirement plan administrator for you. The majority of our clients choose to handle their own court filing to save on costs; however we are happy to assist clients who would like to utilize the optional court filing service. Note: Court filing service is only available when the Clients provide QDRO Helper with an original QDRO signed by both parties. This service does not apply to cases where one party refuses to sign QDRO (i.e. elisor motions).

4. **Fees.** QDRO Helper charges a flat fee of \$500.00 for the first QDRO per marital dissolution, and a flat fee \$450.00 for each additional QDRO per marital dissolution. If a joinder is required by the retirement plan, the parties may opt to have QDRO Helper prepare, file and serve the joinder for an additional \$200.00 flat fee. All applicable fees must be paid in advance of QDRO Helper commencing services. You agree that QDRO Helper's obligation to render the services does not begin until we receive both the entire fee and this signed contract from you and your former spouse. You further agree that we have no obligation to provide services until we receive all necessary information requested by us. QDRO Helper's flat fee includes routine first class mail, fax, photocopy, and telephone charges; other expenses are not usually incurred. However, QDRO Helper reserves the right to seek reimbursement for any out-of-pocket costs covered on behalf of Clients. You agree to reimburse us for any out-of-pocket costs. We will not incur costs in excess of \$60 on your behalf without first obtaining your consent. Reasonable telephone consultations regarding the services are included in our Flat Fee. QDRO Helper reserves the right to bill in-office meetings and consultations requested by Client at the rate of \$200 per hour, in addition to the flat fee, with a minimum thirty minute charge.

5. **Changes.** Any changes to a QDRO requested by you or your former spouse more than ten (10) calendar days after receipt of approval by the Plan Administrator will be charged to you at our rate of \$200.00 per hour. Thus, **it is in your best interest to notify QDRO Helper of any requested changes as soon as possible.** If the Plan does not provide pre-approval, then changes requested later than twenty (20) days after we send the QDRO to Clients for signature will be charged to you at our rate of \$200 per hour.

6. **Statements.** QDRO Helper shall send Client a statement for out-of-pocket costs at the end of each month *only in the event* that there are out-of-pocket costs in addition to the flat fee. Client shall pay the amount shown on QDRO Helper's statement within fifteen (15) days after the date of each statement. Client may request a statement at intervals of not less than thirty (30) days. Upon Client's request, QDRO Helper will provide a statement within ten (10) days. In the event any statement remains unpaid for more than thirty (30) days after the statement is sent to the client, a finance charge, calculated at the rate of 10% per annum, shall be added to the unpaid balance.

7. **Termination.** You may discharge QDRO Helper at any time by written notice. Unless specifically agreed, QDRO Helper will provide no further legal services and advance no further costs on your or your former spouse's behalf after receipt of notice. Your papers and property will be returned to you promptly. QDRO Helper will retain its own files pertaining to your case.

QDRO Helper may withdraw at any time for any reason by written notice, including, but not limited to, Client's breach of this Contract, Client's failure to cooperate, including prompt payment of QDRO Helper's fees and costs under the Contract, prompt provision of all requested information, Client's refusal to follow QDRO Helper's advice on a material matter, conduct by you or your former spouse that makes it unreasonably difficult to provide services, or any other fact or circumstance that would render QDRO Helper's continued provision of services unlawful or unethical or that would permit QDRO Helper to withdraw under the California Rules of Professional Conduct.

Notwithstanding QDRO Helper's withdrawal or your discharge of QDRO Helper, you and your former spouse shall remain obligated to pay QDRO Helper's reasonable fees and costs incurred in the matter prior to termination; all services provided prior to termination will be billed at the hourly rate of \$200. Upon the completion of a draft QDRO, or upon any QDRO being sent to the Clients or their attorneys, the entire flat fee is deemed earned and is non-refundable.

All necessary QDRO documents will be provided to you as part of our provision of services. Each of you expressly agrees that **four years** after our representation terminates in this matter, QDRO Helper is authorized to destroy the original client file in the normal course of business. The termination date of our services, unless expressly provided otherwise to you in writing, shall be deemed the date that the final QDRO is sent to Clients for signature.

**8. Choice of Law.** This Contract shall be governed by and construed under the law of the State of California.

**9. Arbitration of All Disputes Including Claims of Malpractice.**

**A.** Any dispute between the parties [QDRO Helper and Client] regarding the construction, application or performance of any services under this Contract, and any claim arising out of or relating to this Contract or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. The arbitration provider shall be the American Arbitration Association (AAA) and the arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of San Diego County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. QDRO Helper and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Diego County, California. By initialing below, Clients confirm that they have read and understand this paragraph, and voluntarily agree to binding arbitration. In doing so, Clients voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

\_\_\_\_\_ (Client Initial Here)      \_\_\_\_\_ (Client Initial Here)

**B. Mandatory Fee Arbitration.** Notwithstanding subparagraph A above, in any dispute over attorneys' fees, costs or both subject to the jurisdiction of the State of California over attorneys' fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures as set forth in California Business and Professions Code Sections 6200 -6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the

parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph 9.A.

If either party rejects a non-binding fee arbitration award by timely submission of a request for trial de novo, QDRO Helper and Client agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of paragraph 9.A, above.

**10. Entire Agreement.** This Contract represents the entire agreement for all periods of time during which QDRO Helper provides services. Any representations, whether orally or in writing, which is not stated in this Contract, will have no effect. If any term of this Contract is invalid, the remaining terms shall continue in full force and effect.

**11. Execution of Agreement.** Please review this entire Contract carefully before signing. If you have any questions or concerns about signing this Contract, we urge you to have an attorney of your choice review this agreement and inform you of your obligations. Please retain a copy of this Contract for your records. Any expressions made by QDRO Helper personnel concerning the outcome of any legal matter are not guarantees. Such expressions are necessarily limited by the knowledge of the facts which are based upon the information presented by you and your former spouse and the state of the law at the time they are expressed.

By signing this Fee Agreement Contract, including signing this Fee Agreement Contract digitally, you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Contract. You agree that you have freely and voluntarily entered into this Contract with full understanding of the legal ramifications contained in this Agreement.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name (Party 1): \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name (Party 2): \_\_\_\_\_

**Note: Parties may execute this Contract separately.**

**If this Contract is executed digitally, we must receive a separate Contract from each party.**