



FEE AGREEMENT – HOURLY FEE QDRO PREPARATION

THIS CONTRACT (“Contract”) is entered into between you (hereafter “Client”) and QDRO Helper (hereafter “Attorney” or “QDRO Helper”). This contract is required by Bus. & Prof.C. §6148 and is intended to satisfy the requirements of that statute. The terms of this Contract will control all services performed by QDRO Helper until termination of this Contract.

1. **Conditions.** This contract will not take effect, and QDRO Helper will have no obligation to provide services until Client returns a signed copy of this Contract to QDRO Helper and QDRO Helper confirms receipt.

2. **Scope and Duties.** Client engages 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 Client. QDRO Helper does not provide any actuarial or accounting services and will not perform calculations of benefits.

3. **Services and the QDRO Process.** QDRO Helper shall provide legal services as reasonably required to represent Client and shall take steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful and cooperate with QDRO Helper and shall also abide by the terms of this Contract, pay QDRO Helper’s bills for services and costs on time, and keep QDRO Helper advised of Client’s address, telephone number and whereabouts.

Although QDRO Helper will represent Client within the bounds of the law and consistent with Attorney’s ethical responsibilities, QDRO Helper cannot guarantee a particular result or outcome in the matter for which QDRO Helper has been retained. 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 Client will provide, information including Client’s contact information, copies of the marital settlement agreement or divorce decree, and retirement plan information. QDRO Helper will notify Client if there is any additional information required or if there are any issues that need clarification before a draft QDRO can be completed.

b. **DRAFT QDRO:** After all information is gathered and all issues are settled, QDRO Helper will prepare a draft QDRO. The draft QDRO will be sent to Client for review, and can be sent to Client’s former spouse or attorney upon request. When possible, the draft QDRO will also be sent

to the retirement plan administrator for pre-approval. However, not all plan administrators pre-approve draft QDROs. If applicable, QDRO Helper will notify Client about any changes requested by Client's former spouse or his/her attorney. QDRO Helper will make any changes requested by the client and/or as required by the retirement plan administrator and then send a revised draft to Client and the plan administrator for approval.

c. **FINAL STEPS:** Once QDRO Helper receives plan administrator approval, and when Client has not requested additional changes, QDRO Helper will send a final QDRO to Client to obtain both parties' signatures along with detailed instructions explaining how to file the QDRO at court and how to send a certified copy to the retirement plan administrator for final qualification and implementation. **It is the responsibility of the Client to obtain both parties' signatures on 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 Client provides 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 and Deposit.** Client agrees to pay for legal services as follows: **an hourly rate fee of \$200 per hour.** Upon execution of this Contract, and as a condition to the rendition of legal services under this Contract, **Client shall pay QDRO Helper the sum of \$500 per QDRO as an advanced deposit against Attorney fees to be incurred.** This deposit shall be placed in QDRO Helper's client trust account. Client authorizes QDRO Helper to withdraw sums from the trust account to pay legal fees as billed. QDRO Helper shall refund any unearned balances to Client upon termination of this Contract. If such deposit is exhausted, Client shall pay QDRO Helper an additional deposit in the same amount within 21 days of Attorney's written request to Client.

QDRO Helper's Attorney fees include 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 Client. 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.

If a joinder is required by the retirement plan, you may opt to have QDRO Helper prepare, file and serve the joinder for an additional one-time \$200.00 flat fee per joinder.

5. **Changes.** Any changes to the QDRO requested by you more than fifteen (15) calendar days after receipt of approval by the Plan Administrator will be charged to you at our hourly rate of \$200 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 you will be charged to you at our hourly rate of \$200 per hour.

6. **Statements.** QDRO Helper shall send Client a statement for legal fees and costs at the beginning of each month for services provided the prior month. Client shall pay the amount due 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. QDRO Helper may withdraw funds on deposit in the Client Trust Account immediately after QDRO Helper has sent Client a bill for services rendered. Client shall notify QDRO Helper immediately, in writing, regarding any billing dispute.

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 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 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 shall remain obligated to pay QDRO Helper's reasonable fees and costs incurred in the matter prior to termination.

All necessary QDRO documents will be provided to you as part of our provision of services. 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 Client 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, Client confirms that he/she has read and understands subparagraph A above, and voluntarily agrees to binding arbitration. In doing so, Client voluntarily gives 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 Initials 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 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 1, 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 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 Client Name: _____