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FEE AGREEMENT – QDRO PREPARATION – TWO PARTIES

THIS CONTRACT (“Contract”) is entered into between you, your spouse/former spouse/former registered domestic partner (hereafter “Client” or “Clients”) and QDRO Helper (hereafter “Attorney,” “QDRO Helper,” “we” or “us”).

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. QDRO Helper will also not have any obligation to provide services until QDRO Helper has received all required information requested of the Client and payment of the required fees.

2. **Scope and Duties.** Clients engage QDRO Helper to prepare one or more court orders to divide retirement benefits (including, but not limited to qualified retirement plans, non-qualified retirement plans, government and military retirement plans), 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 and will not become either Client’s Attorney of Record. 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 have any access to the retirement records of either party. QDRO Helper does not provide any actuarial or accounting services and will not perform calculations of benefits. Calculations are usually performed by the plan administrator after receipt of a QDRO. However, if other calculations are required due to constraints on the calculations the plan administrator will perform or the availability of records, you will be responsible for providing the calculation or instructions to QDRO Helper before services can be provided.

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. QDRO Helper will request, and Clients will provide, information including Clients’ contact information, copies of the judgment and marital settlement agreement (if applicable), and retirement plan information. QDRO Helper will notify Clients if there is any additional information required or if there are any issues that need clarification before a draft QDRO can be completed.

b. QDRO Helper will prepare a draft QDRO. The draft QDRO will be sent to Clients for review. When possible, the draft QDRO will also be sent to the retirement plan administrator for pre-approval; not all plan administrators pre-approve draft QDROs. QDRO Helper will make any changes requested by the client and/or as required by the retirement plan administrator.

c. Once QDRO Helper receives plan administrator approval (or is notified that the plan administrator does not pre-approve drafts), QDRO Helper will send the final QDRO to Clients for

signature. The final QDRO may be sent via US mail, e-mail or via e-signature service provider, depending on the circumstances for each case. Once both Clients have signed the QDRO, QDRO Helper will file the QDRO with the court and will serve the court-executed QDRO on the plan administrator. Note: If either Client does not sign the QDRO within 30 days of the signature being requested by QDRO Helper, we will not be able to provide court filing services and will instead provide Clients with instructions regarding how to complete the QDRO process. In that case, Clients shall be responsible for filing the QDRO with the court and submitting the QDRO to the plan administrator for processing.

3. **Fees.** We charge a flat fee for the Services described in Section 2 above, in accordance with the Fee Schedule below.

- **\$850** per QDRO (for all plans other than FERS/CSRS, Military, or Combination QDROs – defined below). This service includes preparation of the QDRO, approval by the plan administrator (if applicable), revisions required for plan administrator approval, and court filing and service on the plan administrator.
- **\$1,000** per FERS/CSRS, Military, posthumous, or Combination QDRO. A Combination QDRO divides more than one retirement plan with the same employer; this is uncommon – please confirm with QDRO Helper before retaining services for a Combination QDRO. This service includes preparation of the QDRO/court order, approval by the plan administrator (if applicable), and court filing and service on the plan administrator (including provision of a certified copy of the judgment to the plan administrator, when required).
- **\$200** per joinder for joinder preparation, filing, and service on the plan administrator. Joinder preparation services are only available for retirement plans that require joinder. Please confirm the joinder requirements for your plan with QDRO Helper before remitting a joinder payment.
- **Other:** Any additional services will be billed at our standard hourly rate of \$350 per hour.

Upon execution of this Contract, and as a condition to the rendition of legal services under this Contract, **Clients shall pay QDRO Helper the sum described above per QDRO as an advanced deposit against Attorney fees to be incurred.** This deposit shall be placed in QDRO Helper's client trust account. Upon the completion of a draft QDRO or Joinder, or upon any QDRO being sent to the Clients or a Client's attorney, the entire flat fee is deemed earned and is non-refundable and Clients authorize QDRO Helper to withdraw the flat fee amount from the trust account once the flat fee is so earned.

Changes. Any changes to the QDRO requested by Clients, including address changes, more than twenty (20) calendar days after the final QDRO has been sent to Clients will be charged to Clients at our hourly rate of \$350 per hour. Thus, it is in your best interest to notify QDRO Helper of any requested changes as soon as possible.

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.

4. Waiver of Conflict of Interest: 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.

By signing this Fee Agreement, you acknowledge that you have jointly retained the services of QDRO Helper to prepare one or more QDROs 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.

By signing this Contract, you also understand and agree that QDRO Helper will freely convey all information provided to us by one party to the other party. 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.

5. 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 decline or discontinue services at any time for any reason including, but not limited to, Clients' breach of this Contract, Clients' failure to cooperate, including prompt payment of QDRO Helper's fees, prompt provision of all requested information, a Client's refusal to follow QDRO Helper's advice on a material matter, or conduct by you that makes it unreasonably difficult to provide services. Notwithstanding QDRO Helper's withdrawal or your discharge of QDRO Helper, you shall remain obligated to pay QDRO Helper's reasonable fees 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 agree 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. All our records are securely retained in electronic files, along with secure backups for a period of four years.

6. **Storage and Electronic Data:** Client is aware, and consents to the retention, maintenance, and storage of client's information and records relating to this matter in the following forms/locations: Paper; electronic (e.g. computer, handheld devices for e-mail, fax, and/or via the Internet using "cloud storage"); or other like mediums. Our office cannot guarantee that electronic communications will be private. However, we will take reasonable steps to protect the confidentiality of the e-mail or internet communication but our office is not liable for improper disclosure of confidential information not caused by our employees from negligence or wanton misconduct. Client understands that current technology allows for the convenience of "Digital signatures" and "Electronic signatures" which can be affixed to documents to speed the execution of contracts and other documents requiring attestation by signature. Client agrees that when either the Client or Attorney uses such technology to affix signatures to documents, the electronic signatures will have the same legal significance and binding effect as a wet signature.

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

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

Arbitration of All Disputes Including Claims of Malpractice. Any dispute between QDRO Helper and Clients 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 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 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 Sacramento County, California.

By signing below, Client confirms that Client has read and understands the above paragraph, 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 signing this Agreement.

Mandatory Fee Arbitration. Notwithstanding the 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 section. 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 Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

9. **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.

By signing this Fee Agreement Contract, including signing this Fee Agreement Contract electronically, 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.