



FEE AGREEMENT – QDRO REVIEW

THIS CONTRACT (“Contract”) is entered into between you (hereafter “Client”) and 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.

2. **Scope and Duties.** Client engages QDRO Helper to review one or more court orders to divide retirement benefits, hereafter Qualified Domestic Relations Orders (“QDROs”), prepared by another attorney or QDRO preparation service. 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.** Attorney shall provide legal services as reasonably required to represent Client in this QDRO Review and shall take steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful and cooperate with Attorney and shall also abide by the terms of this Contract, pay Attorney’s bills for services and costs on time, and keep Attorney advised of Client’s address, telephone number and whereabouts. Although Attorney will represent Client within the bounds of the law and consistent with Attorney’s ethical responsibilities, Attorney cannot guarantee a particular result or outcome in the matter for which Attorney has been retained.

4. **Fees and Deposit.** Client agrees to pay for legal services as follows: an hourly rate fee of \$200 per hour, with a 2 hour minimum fee, **per QDRO** being reviewed.

Upon execution of this Contract, and as a condition to the rendition of legal services under this Contract, Client shall pay Attorney the sum of **\$400 per QDRO** as an advanced deposit against Attorney fees to be incurred. Note that there is a 2 hour minimum fee per QDRO being reviewed. This deposit shall be placed in Attorney’s client trust account. Client authorizes Attorney to withdraw sums from the trust account to pay legal fees and costs as billed. Attorney shall refund any unearned balances to Client upon termination of this Contract. If such deposit is exhausted, Client shall pay Attorney 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. **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.

6. **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 Clients for 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.

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 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 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 A above.

9. **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.

10. **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: _____