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## **TERMS OF ENGAGEMENT ("FEE AGREEMENT")**

This statement sets forth the terms of engagement offered to you by QDRO Pros. Unless modified in writing by mutual agreement, these terms will control all services rendered by QDRO Pros until termination of this Fee Agreement. Therefore, review this statement carefully before signing and contact QDRO Pros promptly if you have any questions. Please retain a copy of this Fee Agreement for your records. We also urge you to have an attorney of your choice review this agreement and inform you of your obligations.

### **SCOPE OF WORK**

You have retained QDRO Pros to prepare a Qualified Domestic Relations Order ("QDRO"). For purposes of this engagement, QDRO shall mean any Order meant to divide retirement plan assets, including, but not limited to Qualified Plans, Non-Qualified Plans, IRAs, Government Plans and Military Orders. Preparing a QDRO means we request information about both parties, including copies of certain court documents, and the retirement plan(s). We will inform you of any issues that we believe need further clarification and provide your options. We will prepare a draft QDRO for you and the Plan Administrator to review and comment. Whenever possible, we obtain a pre-approval letter from the Plan. If the Plan refuses to provide pre-approval, this last step is omitted. After any changes requested by you and/or the Plan are completed, or if no changes are requested, we prepare the final QDRO and send it to you with instructions on how to file the QDRO with the court and send it to the plan administrator for implementation ("Services").

QDRO Pros will notify you that the Plan Administrator has approved the QDRO or that your Plan Administrator will not provide pre-approval. It is your responsibility, and not QDRO Pros' responsibility, to obtain signatures, file it with the court and send a certified copy to the Plan Administrator, and take any further necessary action. These steps are hereafter described as "Services," and will be completed for the Fixed Fee described in Schedule A. No other steps or work will be done within the Fixed Fee. We do not represent you with any other aspect of your marital dissolution or family law or custody matters.

Any and all changes to the QDRO requested by your former spouse or their counsel **after** receipt of approval by the Plan Administrator, or any additional work that is needed as a result of issues raised by former spouse or their counsel, will incur fees at our then applicable hourly rate, *in addition to the Fixed Fee*, as set forth in Schedule A. Our current hourly rate is \$350 per hour. If the Plan does not provide pre-approval, then changes requested later than thirty (30) days **after** we send the final to the parties will incur fees at our then applicable hourly rate. All other services described on Schedule A under "Optional Services/Fees" likewise will be charged at \$350/hour. You agree that if you request hourly rate services, we have no obligation to render such services before payment of the hourly rate in advance, based upon a good faith time estimate, if we request such payment.

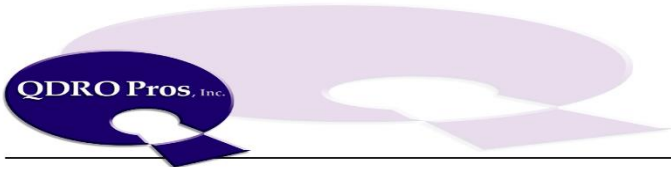
QDRO Pros will not be performing any work outside of this scope without a separate additional written agreement.

### **NO GUARANTEES**

Any expressions on our part concerning the outcome of THIS MATTER ARE NOT GUARANTEES. Such expressions are necessarily limited by (1) knowledge of the facts which are based upon the information presented by you and (2) the state of the law at the time they are expressed. We provide no guarantees of any outcome.

### **FEES**

As described above, we charge a Fixed Fee for the Services in accordance with Schedule A, incorporated by reference herein and attached hereto. A surcharge may apply if required and necessary information is not supplied within a reasonable time and manner, requiring additional follow-up by QDRO Pros. This Fixed Fee is nonrefundable.



**HOW FEES WILL BE SET**

We charge a fixed fee for the Services in accordance with Schedule A-Fee schedule, incorporated by reference herein and attached hereto. A surcharge may apply if required and necessary information is not supplied within a reasonable time and manner, requiring additional follow-up by QDRO Pros. Non-routine out of pocket expenses may be charged by us to you as stated in the paragraph below. All additional work will be charged at \$350/hour, as also set forth in Schedule A.

**OUT OF POCKET EXPENSES**

QDRO Pros, Inc. fees include routine 1st class mailing costs, copy charges and telephone charges. However, we reserve the right to charge you for any out of pocket costs arising in connection with the Services which are other than routine. These may include messenger fees, overnight delivery fees, overseas telephone calls, computerized research, charges made by government agencies or unusual clerical charges. Whenever such costs are incurred, they will be carefully itemized and billed. You agree that these costs must be paid by you prior to our obligation to complete the Services.

**BEGINNING OF WORK**

You agree that our obligation to render the Services does not begin until we receive the Fixed Fee and written approval and acceptance of the terms of this Fee Agreement from you. You agree that we have no obligation to render the Services until we receive all necessary information requested by us.

**TERMINATION**

You may terminate this Agreement at any time, with or without cause, by written notification to QDRO Pros. Your termination of the Services will not affect your responsibility for payment for the Services rendered and out of pocket costs incurred before termination. Again, the Fixed Fee is non-refundable.

QDRO Pros reserves the right to decline or discontinue the Services for such things as non-payment of fees or costs, conduct which renders it unreasonably difficult to carry out the engagement effectively, failure to provide information within a reasonable time or other such circumstances.

**ENTIRE AGREEMENT**

This Fee Agreement represents the entire agreement for all periods during which QDRO Pros renders the Services. Any representations, whether orally or in writing, which is not stated in this Fee Agreement, will have no effect. If any term of this Fee Agreement is invalid, the remaining terms shall continue in full force and effect.

**EXECUTION OF AGREEMENT**

By signing this Fee Agreement, or by indicating agreement with the Fee Agreement on-line, you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Fee Agreement. You agree that you have freely and voluntarily entered into this Fee Agreement with full understanding of the legal ramifications contained in this Agreement.

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

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

Print Name: \_\_\_\_\_

**QUALIFIED DOMESTIC RELATIONS ORDERS  
PUBLIC PENSION PLAN ORDERS  
CONSULTING**

**SCHEDULE A - FEE SCHEDULE**

(Effective January 1, 2014)

**QDROS & PUBLIC PENSION PLAN ORDERS (Including Military)**

Preparation of QDRO ("Fixed Fee")	\$750.00
Approval by plan administrator (where applicable) and revisions required to obtain Plan Administrator's approval (One plan per order)	

**OPTIONAL SERVICES/FEES:**

PREPARATION, FILING AND SERVING JOINDER	\$ 300.00
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FILING OF SIGNED QDRO WITH COURT AND PLAN	\$ 300.00
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**REVIEW OF ORDERS PREPARED BY OTHERS**

Two hour minimum/per QDRO	\$ 350.00/hr
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**CONSULTING and MEDIATION**

Two hour minimum	\$ 350.00/hr
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Any additional services will be billed at the standard consulting rate. A surcharge will apply if information necessary to QDRO Pros is not supplied in a reasonable time and manner, requiring additional follow-up by QDRO Pros. Fees subject to change without notice. Fixed Fee and Minimum fee must be paid in advance.