

169 Saxony Road, Suite 102
Encinitas, CA 92024

Tel (760) 334-8560
Fax (760) 334-8565

TERMS OF ENGAGEMENT ("FEE AGREEMENT")

This Agreement is between _____, _____ and 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. If you have any questions or concerns, we 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"). Preparing a QDRO means we request information about both parties, including copies of certain court documents, we inform both parties of any issues that we believe need further clarification or resolution, we prepare a draft QDRO for both parties 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 both parties and/or the Plan are completed, or if no changes are requested, we prepare the final QDRO and send it to the initiating party 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. You must obtain signatures, file it with the court and send a certified copy to the Plan Administrator, unless you specifically contract with QDRO Pros for additional services.

Any changes to the QDRO requested by the parties **after** receipt of approval by the Plan Administrator will incur fees at our then applicable hourly rate. 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.

Any expressions on our part concerning the outcome of any legal 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.

Any services requested in addition to preparation of the QDRO will be paid at the applicable rates per QDRO Pros then in effect fee schedule. 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.

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.

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.

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PAYMENT OF FEES

You agree to pay the applicable Fee(s) in advance. You agree that the Fee(s) is (are) nonrefundable ("Minimum Fee(s)"). You agree that our obligation to render the Services does not begin until we receive the Minimum Fee(s) and approval of the terms of the Fee Agreement from both parties. You agree that we have no obligation to render the Services until we receive all necessary information requested by us.

WAIVER OF CONFLICT OF INTEREST

You understand that you are jointly engaging the services of QDRO Pros. In order for QDRO Pros to provide this service, each of you must agree to such joint engagement. This is necessary because there is a possibility that a conflict could occur. The State Bar Rules require us to point out the important consequences arising from such joint engagement.

First, should any potential or actual conflict of interest arise, or should a dispute develop between you, ethical rules preclude us from taking sides. Our role, in the event of disagreement between you, has to be limited to discussing the benefits and detriments of alternative courses of action, rather than advocating either side. You will have to resolve the particular conflict or dispute between yourselves and we will thereafter proceed based upon your joint advice to us as to the resolution of the dispute or conflict.

Second, in providing our services, we cannot favor one client over another, and thus we can follow only the mutual instructions that we receive from you. If you cannot agree on a single course of action, we may be forced to withdraw from this engagement unless you both agree that we can represent one of you.

Third, we may not withhold from one of you any information provided to us by the other, or by third parties, while we are providing this service. In addition, any communications that we receive from either of you in connection with this engagement would not be deemed privileged or confidential in any dispute between the two of you. This rule is required by California Evidence Code section 962, which provides:

'Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor the successor in interest of any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such clients (or his successor in interest) and another of such clients (or his successor in interest).'

Of course, all of our conversations will be privileged and protected from disclosure to third-parties.

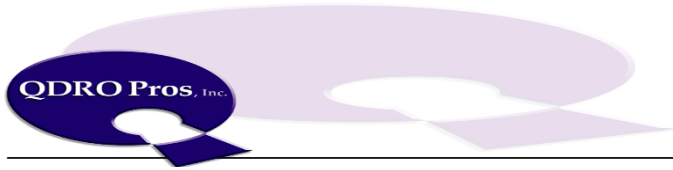
TERMINATION

You may terminate this Agreement at any time, with or without cause, by written notification to QDRO Pros. If such termination occurs, your papers and property will be returned to you promptly. QDRO Pros' own files pertaining to the case will be retained. Your termination of the Services will not affect your responsibility for payment for the Services rendered and out of pocket costs incurred before termination. **The "Minimum 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 conflict of interest. QDRO Pros will immediately give you written notice that we have discontinued the Services.

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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: _____

Dated: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

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

SCHEDULE A - FEE SCHEDULE

(Effective January 1, 2015)

QDROS & PUBLIC PENSION PLAN ORDERS (Including Military)

Preparation of QDRO	\$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	\$ 500.00
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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. Minimum fee must be paid in advance.