



169 Saxony Road, Suite 109
Encinitas, CA 92024

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

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, 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.

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. QDRO Pros will send the original QDRO to the initiating party to obtain the original signatures, with complete instructions on filing with Court and the Plan.

QDRO Pros also offers additional services as follows that can be added to the SCOPE WORK. Additional fees shall be charged for these additional services. (SEE ATTACHED FEE SCHEDULE)

CHECK ALL ADDITIONAL SERVICES DESIRED

- Marital Settlement Agreement Language (only provided with preparation of corresponding QDRO)**
- Preparation of Joinder or Notice of Adverse Interest**
- Filing of signed QDRO with Court and on the Plan**

Any and all 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, *in addition to the Fixed Fee*, as set forth in Schedule A. Our current hourly rate is \$375 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 \$375/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 and additional fees. We do not represent you with any other aspect of your marital dissolution or family law or custody matters.



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.

In addition, once the FINAL QDRO is sent to you for signature and filing, any and all additional work will incur additional charges. This shall include but not be limited to, an amended or revised QDRO, additional originals for signatures, change of addresses, etc.

BEGINNING OF WORK

You agree that our obligation to render the Services does not begin until we receive the Total Fixed Fee and written approval and acceptance of the terms of this 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. For example, you could take differing positions on issues pertaining to the QDRO. By way of your signature on this Fee Agreement, you waive all conflicts of interest.

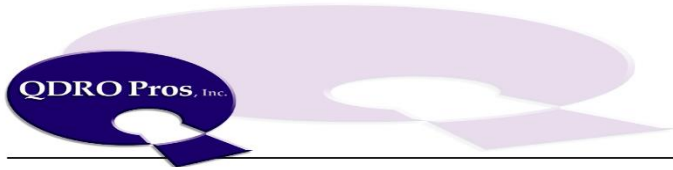
Please note that should an actual conflict of interest arise, in terms of a dispute between you or otherwise, we are precluded from taking sides. Our role, in the event of disagreement between you, has to be limited to discussing the benefits and detriments of alternative courses of action, rather than advocating either side. We cannot favor one client over another, and thus we can follow only the mutual instructions that we receive from you. You will have to resolve the particular conflict or dispute between yourselves or with the advice of your individual attorneys. In the event this dispute is irreconcilable and there is not a single agreed-upon course of action that allows us to perform our scope of work, we may withdraw from this engagement, unless you both agree in writing that we can represent one of you.

Next, 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. Please note 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 the, 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).”

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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. 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: _____

Dated: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

QUALIFIED DOMESTIC RELATIONS ORDERS

**PUBLIC PENSION PLAN ORDERS
CONSULTING**

SCHEDULE A - FEE SCHEDULE

(Effective August 1, 2020)

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 QDRO)

MARITAL SETTLEMENT AGREEMENT LANGUAGE & QDRO \$1,000.00
MSA language for retirement plan and related QDRO
(Per Plan)

OPTIONAL SERVICES/FEES:

PREPARATION, FILING AND SERVING JOINDER \$ 325.00
or NOTICE OF ADVERSE INTEREST (Per Plan)

FILING OF SIGNED QDRO WITH COURT AND PLAN \$ 325.00
(Per Plan)

REVIEW OF ORDERS PREPARED BY OTHERS

Two hour minimum \$ 375.00/hr

CONSULTING and MEDIATION

Two hour minimum \$ 375.00/hr

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.