



Divorce Solutions, LLC

TERMS OF ENGAGEMENT (“FEE AGREEMENT”) In the Matter of

_____ vs. _____

This statement sets forth the terms of engagement offered to you by Divorce Solutions, LLC.

Unless modified in writing by mutual agreement, these terms will control all services rendered by Divorce Solutions, LLC until termination of this Fee Agreement. Therefore, review this statement carefully before signing and contact Divorce Solutions, LLC 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.

INITIAL HERE

SCOPE OF WORK

You or you on behalf of your client have retained Divorce Solutions, LLC to prepare a Qualified Domestic Relations Order (“QDRO”). Preparing a QDRO means we request information about you or your client and/or you or your client’s former spouse, including copies of certain court documents, we inform you of any issues that we believe need further clarification or resolution, we prepare a draft QDRO for you, your client 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.

Along with the draft QDRO, we will send to the attorneys in this matter a letter with instructions to file the QDRO with the court and send it to the plan administrator for implementation (“Services”). The attorneys must obtain signatures, file it with the court and send a certified copy to the Plan Administrator.

Any changes to the QDRO requested by you or your client after receipt of approval by the Plan Administrator will be charged to you at our rates of \$200 per hour.

It is important to note that many plans take a considerable amount of time to review a proposed draft Order. If you or your client is the alternate payee, his/her benefits are not protected until a signed court Order has been approved by the Plan Administrator. Therefore, we highly recommend immediate entry of the draft order with the Court and subsequent delivery to the Plan, as soon as the attorney or financial advisor (in those States where applicable) is in receipt of the draft QDRO from Divorce Solutions, LLC, in order to protect the client’s interest.



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OUTSIDE LEGAL REPRESENTATION

Divorce Solutions, LLC does not express any opinion as to the outcome of any legal matter, nor does it or its representatives render anything that could be construed or interpreted as legal advice. All work accomplished is based on financial and pension related data and is necessarily limited by knowledge of the facts which are based upon the information presented by you, your client and/or the Plan. Divorce Solutions, LLC does not employ lawyers to draft their QDRO's, but rather they are drafted by financial professionals with specialized pension and QDRO expertise.

It is also understood by all parties that all Orders prepared will ONLY be released to an attorney or qualified financial advisor (in those States where applicable) who will review the Order for content, suitability and conformance with the parties' intentions. Divorce Solutions, LLC is not responsible for the submission of any Order (s) to the Court. Divorce Solutions, LLC will not perform any work on cases wherein parties do not have legal counsel or a qualified financial advisor (in those States where applicable).

INITIAL HERE

HOW FEES WILL BE SET

Divorce Solutions charges fees for services rendered, as listed below. **A surcharge may apply if required and necessary information is not supplied within a reasonable time and manner, requiring additional follow-up by Divorce Solutions, LLC at an hourly rate of \$200 per hour as stated in the paragraph below.** Non-routine out of pocket expenses may be charged by us to you as stated in the paragraph below.

QDRO Draft.....\$500 flat fee per order
(Includes preparation of suggested judgment language, ordinary plan research and any revisions necessary to get Plan approval)

STATE DRO Draft.....\$500 flat fee per order
(Includes preparation of suggested judgment language, ordinary plan research and any revisions necessary to get Plan approval)

CIVIL SERVICE/MILITARY ORDER Draft.....\$500 flat fee per order
(Includes preparation of suggested judgment language, ordinary plan research and any revisions necessary to get Plan approval)

EXPERT WITNESS TESTIMONY FEES.....\$250 per hour

IRA TRANSFER LETTER.....\$200 fee per letter
(Includes up to 1 hour of time spent equalizing numerous accounts; additional time will be billed at our hourly rate, as indicated below).

PENSION VALUATION\$200 flat fee per letter



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OUT OF POCKET AND HOURLY EXPENSES

Divorce Solutions, LLC fees includes routine 1st class mailing costs 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.

Such charges shall also include time spent equalizing the balances of several accounts or performing any additional mathematical computations as requested by either party and/or their attorneys financial advisors. **Whenever such costs are incurred, they will be carefully itemized and billed at an hourly rate of \$200 per hour.** You agree that these costs must be paid prior to our obligation to complete the Services.

Any services requested by you in addition to preparation of the QDRO will be paid by you at the rate of \$200 per 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.

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 term of the 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 Divorce Solutions, LLC. If such termination occurs, your papers and property will be returned to you promptly. Divorce Solutions, LLC’ own file 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.

Divorce Solutions, LLC 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. Divorce Solutions, LLC will immediately give you written notice that we have discontinued the Services.

ARBITRATION

In the event of a disagreement, including fee disputes, services rendered or any other issue in dispute, you agree to resolve the matter by binding arbitration only. The prevailing party shall also be awarded attorneys’ fees and costs incurred as a result of the disagreement and arbitration. The language of this Agreement will be interpreted using plain meaning of the words. Both



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parties participated in the negotiations of this Agreement and the language shall not be construed against either party.

ENTIRE AGREEMENT

This Fee Agreement represents the entire agreement for all periods during which Divorce Solutions, LLC renders the Services. Any representations, whether orally or in writing, which are not stated in the 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 the Fee Agreement you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Fee Agreement with full understanding of the legal ramifications contained in this Agreement.

Date: _____

Signature: _____

Print Name: _____

Are you an attorney/financial advisor (if applicable) representing a client in this matter?

If you answered yes to the above, please list your client's name below:

(If jointly retained by both parties, both parties' signatures are required)

Date: _____

Signature: _____

Print Name: _____

Are you an attorney/financial advisor (if applicable) representing a client in this matter?

If you answered yes to the above, please list your client's name below:
