

Choice Legal PLLC

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Client Agreement

(Please Print)

Client Name: _____ Date: _____

Representation:

Limited Representation to prepare Qualified Domestic Relations Order(s) ("QDRO(s)") in Divorce Case

Duty to Read and Review: Choice Legal PLLC, (herein "CL") encourages you to read this contract, and subsequent waiver (if required), carefully. Should you not fully understand it, please ask for clarification. This agreement is a binding contract and creates obligations for both you and CL. Your signature binds you to the terms of this contract and, consequently, its obligations. Should you have any questions regarding this contract, your case, or your account status, please discuss them with us immediately.

No Guarantees on Timing: CL cannot make any guarantees concerning the timing of the completion of the QDRO and ultimate division of retirement assets. Companies process QDROs at different speeds and some require pre-approval. In addition, judges can take up to 60 days to sign an order after the proposed order has been filed with the court.

CL does promise that you will receive timely representation and that the proposed order will typically be submitted to the opposing party within 14 days of receiving the necessary information as described below.

Your Obligations: Clear communication between us is essential for effective representation. CL cannot properly prepare a Qualified Domestic Relations Order ("QDRO") for your case without your full assistance in furnishing us with accurate and complete information and with written materials when requested. Accordingly, you must:

- Copy of the Decree of Divorce, or other relevant court order;
- Provide a statement of the retirement asset to be divided;
- If a statement cannot be provided, then provide the account number, name of the employer, name of the plan administrator of the retirement asset, and contact information for the administrator of the retirement asset;
- Provide the following information for the beneficiary and the alternate payee (typically the parties of the divorce): social security number, date of birth, full name, address, phone number, contact information of each attorney including name, phone number, and email address.

Fee Agreement: By signing this Agreement, Client acknowledges they have retained CL and any other attorney(s) with whom CL may associate for Client's benefit, as their legal representative in this matter. Legal representation by CL will not begin until the Client has dated and signed this agreement and the initial retainer amount and/or costs have been received by CL and payment of such has "cleared" the bank.

Attorney Fees:

- The Client agrees to pay \$500 per QDRO to be prepared.
- An additional \$100 will be charged if the retirement plan administrator requires a certified copy of the QDRO, which includes attorney time, court fees, and mailing expenses.

Fee for Returned Checks: Client understands that returned checks will be subject to a \$25 processing fee. Client understands that chargebacks for credit card payments will be subject to a \$25 processing fee. Client further understands that CL may require all subsequent payments to be received in cash or on a credit card basis only.

Additional Cases or Work: Any additional legal matters resulting in Client retaining the Firm as counsel, not covered in this contract, will require a new and separate client agreement and retainer funds. Should work begin on additional legal matters without the execution of a new and separate client agreement, all work done will be billed and payable at regular Firm rates of \$250 per hour and all costs shall be covered by Client. Such additional work will be subject to all other terms of this agreement.

Attorney's Fees/Collection Costs/Adjustment of Bill: In the event collection of any sum owed to CL is necessary, Client agrees to pay costs of collection, including reasonable attorney's fees, regardless of whether suit for collection is filed. Further, Client agrees to pay pre and post judgment interest on any balance requiring collections at the rate of 24% per annum. Client further agrees that Jurisdiction for any collections action shall be in Utah and, at CL's discretion, Venue shall be in the Fourth District Court in and for Utah County, Provo Department. CL retains the sole right to modify/adjust the bill of Client, at its own discretion, as deemed appropriate by CL.

Termination of Representation:

- a. **Non-payment of fees or costs** upon invoicing and/or request therefore may, upon notification to Client, result in CL's withdrawal from the matter or cessation of work on the case until payment is received. Such lack of payment shall be construed as termination of CL's employment for purposes of part (d) of this section.
- b. **Factual misrepresentation by Client**, or failure to disclose a material fact pertaining to representation of Client, may result in termination of representation by CL at once and without further notice. In such an event, CL may be entitled to keep any fees incurred to that point. In the case of a contingent based agreement, CL will be entitled to an attorney's lien based on the percentage agreed to under the terms of this agreement or, at CL's sole option, to the hourly value of all attorney, staff, and independent work performed to the point of termination.
- c. **Violation of rules of civility and professional conduct** should a situation arise or be discovered. For example, if a conflict of interest should arise that would preclude representation by an attorney, or if a client refuses to follow the counsel of the attorney representing the client, this shall be considered grounds for termination of representation. CL reserves the right to terminate representation for any other reason under the rules of civility and professional conduct.
- d. **Should Client terminate** CL's employment before the conclusion of the case, Client agrees to pay CL for work performed on Client's behalf.

Dispute Resolution: Client agrees that any dispute between Attorney and Client, other than a dispute arising from collection of an outstanding balance or fee, will be resolved by binding arbitration. The arbitrator shall be an experienced third-party agreeable to both Client and CL.

Jurisdiction/Choice of Law/Venue: Client and CL agree that Utah law will govern any lawsuit, mediation and/or arbitration arising out of this Agreement. Furthermore, any lawsuit, mediation and/or arbitration shall take place in any venue deemed appropriate **solely by CL** irrespective of any applicable Utah choice of law provisions.

Retroactivity of Agreement: This Agreement shall become binding upon execution of this Agreement and payment of any requested advance retainer; however, its effective date will be retroactive to the date CL first provided services on Client's behalf. Even if this Agreement does not take effect, Client shall be obligated to pay CL the reasonable value of any services performed on Client's behalf.

Execution; Facsimile: This Agreement may be executed and delivered by facsimile transmission, and a facsimile signature shall have the same binding legal effect as the original thereof.

Indemnification: Client shall indemnify and hold harmless CL, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney’s fees) or any and all claims, lawsuits, demands, causes of action, liability, loss, injury and/or damage, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the client.

Enforceability, Severability, and Reformation: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Utah law. If any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Utah law.

Entire Agreement: This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

This Agreement signed and dated this _____ day of _____ 2022.

Client(s): _____
Print Name Signature

Print Name Signature

Attorney: _____
Print Name Signature