

FAKRELL & McLean Law

ATTORNEYS AT LAW 3051 W MAPLE LOOP DRIVE SUITE 222
LEHI, Utah 84043

EMPLOYMENT AND FEE AGREEMENT

The Law Firm and the Client hereby agree as follows:

1. Type of Case: DIVORCE QDRO
2. The flat fee shall be charged to the parties as agreed upon or designated in the Order of the Court. A flat fee of \$600 per QDRO (\$300 per party, if equally split) is to be paid by the Client before representation commences for any plan that requires a QDRO (401(k), 403(b), Pension, etc). In the event the division is for an IRA, a flat fee of \$400 (\$200 per party, if equally split) per IRA is to be paid by the Client before representation commences.
3. **Release:** The client agrees that the attorney has the Power of Attorney to access their retirement accounts, and to speak to representatives about the account and Qualified Domestic Relations Order. The attorney shall use the information in compliance with applicable laws. This agreement authorizes the attorney to authorize the release of information on the retirement accounts without the client's express written consent.
4. The Client agrees to cooperate with the Firm in all respects in relation to this matter, including, but not necessarily limited to, completely and accurately disclosing to the Firm all facts related to the matter, providing the Firm with copies of all papers and documents related to the matter, and allowing the Firm to conduct all necessary steps related to the matter.
5. If there is a dispute regarding the division of the Retirement from the Decree of Divorce, the parties acknowledge that they will need to use their own individual attorneys to work out the disagreement prior to the division of the retirement.
6. Fackrell & McLean Law will not be held liable for any disagreements or future litigation regarding the division of the retirement accounts.
7. In the event a QDRO or IRA is deemed unnecessary for any reason, the client will pay \$285 per hour for the work completed and any unused retainer will be refunded.

8. The client acknowledges that the Attorney-Mediator has a limited representation of the parties for the sole purpose of obtaining such legal approval as may be necessary for the QDRO division.
9. The client acknowledges that it is recommended that each party seek independent legal advice before executing the documents.
10. THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT, THAT THE CLIENT HAS READ AND FULLY UNDERSTANDS EACH AND EVERY TERM OF THIS AGREEMENT AND AGREES TO ALL TERMS CONTAINED IN IT, AND UNDERSTANDS THAT THIS IS A CONTRACT BETWEEN THE FIRM AND THE CLIENT.

DATED:

_____ Client Signature

DATED:

_____ Client Signature