

Retainer Agreement



900 W. University Drive, Suite C
Rochester, Michigan 48307

13854 Lakeside Circle, Suite 218
Sterling Heights, Michigan 48313

Orders and Status

By Phone: 248-823-8858

By Fax: 248-609-9439

Email: orders@skyprolegal.com

By Web: www.skyprolegal.com
Click on the "Order" Button



Retainer Agreement

You can fill out this Retainer Agreement or you can use the Retainer Agreement that is available on our website at www.skyprolegal.com, then click on the "Documents" button.



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

_____ vs. _____

This statement sets forth the terms of engagement offered to you by Sky Professional Solutions Inc.

Unless modified in writing by mutual agreement, these terms will control all services rendered by Sky Professional Solutions Inc. until termination of this Retainer Agreement. Therefore, review this statement carefully before signing and contact Sky Professional Solutions Inc. promptly if you have any questions. Please retain a copy of this Retainer 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 have retained Sky Professional Solutions Inc. to prepare a QDRO/EDRO/DRO pursuant to the above-referenced matter. Preparing a QDRO/EDRO/DRO means we request information about you or your 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 QDRO/EDRO/DRO for you, your attorney and the Plan Administrator.

Along with the QDRO/EDRO/DRO, we will send you and the attorneys in this matter a letter with instructions to file the QDRO/EDRO/DRO with the court and send it to the plan administrator for approval and implementation (“Services”). You or your attorney (s) must obtain signatures, file the order with the court and send a court certified copy to the Plan Administrator.

Any changes to the QDRO/EDRO/DRO requested by you or your attorney 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 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, in order to protect the alternate payee’s interest, we highly recommend immediate entry of the order with the court and

subsequent delivery to the Plan Administrator, as soon as you or your attorney is in receipt of the QDRO/EDRO/DRO from Sky Professional Solutions Inc.

OUTSIDE LEGAL REPRESENTATION

Sky Professional Solutions Inc. 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 or your attorney and/or the Plan Administrator. Sky Professional Solutions Inc. does not employ lawyers to draft their QDRO/EDRO/DRO, but rather they are drafted by financial professionals with pension and QDRO/EDRO/DRO expertise.

INITIAL HERE

HOW FEES WILL BE SET

Sky Professional Solutions Inc. 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 Sky Professional Solutions Inc. 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/EDRO/DRO/ CIVIL SERVICE/MILITARY ORDER \$400 flat fee for 1st order
\$400 for each additional order *within the same case. (includes preparation based upon judgment language, ordinary plan research and any revisions necessary to get Plan Administrator approval)
- REVIEW OPPOSING COUNSEL ORDER \$300 flat fee per order
- PENSION VALUATION. \$225 flat fee per letter
- EXPERT WITNESS TESTIMONY FEES \$250 per hour
- IRA TRANSFER FORMS \$200 flat fee per form
- CONSULTATION Please Call for Quote, 248-823-8858

OUT OF POCKET AND HOURLY EXPENSES

Sky Professional Solutions Inc. fees include 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. **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/EDRO/DRO 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 Retainer Agreement from you. You agree that we have no obligation to render the Services until we receive all necessary information requested by us.

If the parties wish to split the fee(s), please indicate the percentage or the amount that each party will be responsible to render. You agree that our obligation to render the Services does not begin until we receive the total Minimum Fee(s) and approval of the term of the Retainer Agreement from you or the other remitting party.

TERMINATION

You may terminate this Agreement at any time, with or without cause, by written notification to Sky Professional Solutions Inc. If such termination occurs, your papers and property will be returned to you promptly. Sky Professional Solutions Inc.'s own file pertaining to the case will be retained for a period of 7 years. 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.

Sky Professional Solutions Inc. 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.

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

ENTIRE AGREEMENT

This Retainer Agreement represents the entire agreement for all periods during which Sky Professional Solutions Inc. renders the Services. Any representations, whether orally or in writing, which is not stated in the Retainer Agreement, will have no effect. If any term of this Retainer Agreement is invalid, the remaining terms shall continue in full force and effect.

EXECUTION OF AGREEMENT

By signing the Retainer Agreement you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Retainer Agreement with full understanding of the legal ramifications contained in this Agreement.

Signature: _____ Date: ____ / ____ / ____

Print Name: _____

Are you an attorney 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)

Signature: _____ Date: ____ / ____ / ____

Print Name: _____

Are you an attorney representing a client in this matter? _____

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

Fee Schedule

QDRO, EDRO, Federal Pension (FERS or CSRS), Military	\$400 1 st order \$400/additional orders
Review Opposing Counsel's Order	\$300
Pension Valuation	\$225
Expert Witness Testimony Fees	\$250/per hour
IRA Transfer Forms	\$200
Consultation	Please Call for Quote 248-823-8858



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Payment

All fees must be paid in order for work to begin, you can pay by visiting our website at www.skyprolegal.com/payment.