

# CATHY DAIGLE, LLC

FINANCIAL CONSULTING



COLLABORATIVE  
PRACTICE  
Resolving Disputes Respectfully

*Assisting Families in Transition*

## **FEE and RETAINER AGREEMENT**

This Agreement confirms and clarifies the services to be provided to \_\_\_\_\_, hereinafter “Client(s)”, by Cathy L. Daigle, CFP<sup>®</sup>, CDFA<sup>®</sup> of **Cathy Daigle, LLC** (hereinafter “Analyst”) with the intent of working together toward reaching consensus and addressing differences surrounding marital dissolution. Cathy Daigle, CFP<sup>®</sup>, CDFA<sup>®</sup> of Cathy Daigle, LLC and the Client(s) understands and agrees as follows:

### **1. Establishment of Working Relationship**

The undersigned wish to retain the services of Cathy Daigle, LLC to provide financial consulting with regard to marital dissolution.

### **2. Nature of the Process**

The Client(s) understands the working relationship is for Analyst to assist with facilitating an agreement-reaching process in which Analyst acts in a neutral role when there are two Clients. Financial consulting, work product, and/or facilitation is provided to help Client(s) reach an agreement in a consensual and informed manner without court intervention. In a consensual process, there is the opportunity to negotiate agreements rather than have one imposed by the court.

It is understood that Analyst has no power to decide disputed topics for the Client(s). Client(s) understands that Analyst’s objective is to assist in reaching a constructive and reasoned agreement utilizing a Collaborative Divorce process designed to help minimize conflict and improve family communication.

### **3. Services: What the Analyst may do for you**

The Analyst may help to gather, organize, and summarize financial information as provided by Client(s) and/or their attorneys. Analyst may meet with Client(s) individually and collectively along with their attorneys and communications professional(s) regarding financial topics and concerns in connection with marital dissolution.

Assessment of Client(s)’ finances may include, and is not be limited to, preparing financial summary overviews with easy-to-read charts designed to be used during the process as a way to help educate, promote discussion, and gain clarity around financial matters.

The work product and/or consultations will not be intended by Analyst, nor construed by Client(s), to include any legal, investment advisory, or tax advice.

Client(s) acknowledges that Analyst is a (neutral) financial consultant, educator and facilitator;

- is not an attorney and cannot provide legal advice or representation. Further, Client(s) has engaged own attorney(s) to assist and provide counsel as needed, or Client(s) agrees to do so as soon as is reasonably possible. Collaborative lawyers will guide and educate regarding legal aspects, help ensure your understanding, and draft necessary documentation.
- is not a tax advisor and is not authorized to provide tax advice nor prepare or amend tax returns. In compliance with regulations issued by the Internal Revenue Service, any federal tax reference contained in any communication with or from this office is not intended to be used and may not be used by any person to avoid any penalties under the Internal Revenue Code (IRS Circular 230).
- is not an investment advisor and cannot provide investment advice or specific recommendations. Further, Client(s) agrees to engage own advisor(s) in this capacity if/as needed to provide guidance. Analyst does not sell financial and/or investments products.

P.O. Box 504 • Los Gatos, California 95031 • (408)354-9354 • e-mail: [cathy@cathydaigle.com](mailto:cathy@cathydaigle.com)

#### **4. Client Responsibility**

You as Client(s) are the primary participant(s) in this process. Client(s) typically selects collaboration because they wish to reach mutually acceptable agreements, avoid adversarial proceedings, and to help minimize costs. Valuing own decision making over having others impose solutions is preferred. However, if information and guidance is needed for your own decision making process to be informed and durable, additional financial, legal and/or specialized resources are available.

Each Client(s) agrees to cooperate fully with Analyst; to be open and truthful in communications, and to provide Analyst with complete, accurate, and reliable financial data including any additional information and documents requested. Transparency will be foundational for success of the process.

Client(s) understands and acknowledges that part of their respective obligations in the process is to disclose all relevant data and other information to each other. This obligation includes information provided to Analyst. Client(s) agrees not to omit any material financial information or documents that may adversely affect Analyst's ability to perform services for which engaged. Client(s) acknowledges that Analyst will rely exclusively on the information provided in order to provide services.

Analyst shall not be responsible, nor subject to liability, for errors or omissions in work product that results from the failure of either or both of you Client(s) to provide complete, accurate, and reliable information.

#### **5. Confidentiality**

All information furnished by Client(s) will be considered confidential, except that Cathy Daigle, LLC may make such information available to outside consultants and professional advisors retained by Client(s) upon receipt of written authorization from Client(s).

Client(s) agrees to sign confidentiality waivers with all team professionals enabling team members to speak freely and share information for the purpose of creating durable agreements that fit your family's unique needs. All of Analyst's work is confidential and shall be deemed to have been prepared for Client(s) and their attorneys and, as such, it shall be subject to all applicable attorney-client and work-product privileges.

It is understood and agreed that all communications made in the course of a Collaborative or mediation process shall be kept confidential pursuant to sections 1115 to 1128 of the California Evidence Code. This means that no party or attorney, nor any other person present during the mediation or who is party to any discussions or communications which are part of the mediation process shall reveal such information to any person not a party or party to such discussions or communications.

It is further understood and agreed to by Client(s) that Analyst will not be called as a witness in any later judicial or fact finding proceedings. Any party or attorney who serves a subpoena upon Analyst in any such proceedings shall be obligated, to compensate Analyst at the then regular hourly fee rate for all actual time required to respond to or comply with said subpoena, and in addition shall pay all expenses, including legal expenses, incurred in connection therewith, together with all collection costs and attorney fees, regardless of whether Analyst's office prevails in asserting confidentiality.

In the event Analyst has a separate caucus meeting, phone call, and/or email exchange with one of you, any information shared in that communication which may bear on your case will be shared with authorized team members, and if appropriate, other family members.

Court Testimony: Client(s) further agree not to call Analyst to testify or to provide any materials from the process in any court proceeding between the Client(s). Work is considered by both Client(s) and Analyst as settlement negotiations.

Cell/Cordless phones/E-Mail/Text/Dropbox and Other Uses of the Internet: Cathy Daigle, LLC has advised me/us that there is often use of cell phone, e-mail, and Dropbox (sometimes text) communications to correspond. Communications are not specifically encrypted for security and may not be secure and confidential. Nevertheless, Cathy Daigle, LLC is authorized to contact and share information using these methods.

##### ***Exceptions to the Confidentiality Clause:***

- upon a court order
- Client indicates there is a reason to believe that he/she is in danger of hurting oneself or another person
- there is reasonable suspicion that a child or elder is being abused
- a fee dispute with Analyst
  - o should a complaint against Analyst arise as a result of the process subsequent to this contract, confidentiality is waived with respect to that information necessary to present or defend against such complaint.

## **6. Termination of Process Without Cause**

Client(s) may terminate Agreement with Analyst upon the delivery of written notice signed by Client(s). In the event of termination, Client(s) shall be entitled to a refund of all deposits not already earned by Analyst.

## **7. Right of Analyst to Withdraw**

Analyst shall have the right to terminate engagement upon a Client filing any court proceeding relating to the estate, the Clients' failure to pay fees and costs timely, or in the event that Analyst has a reasonable belief that there is inappropriate conduct by a Client or professional involved in the case.

## **8. Fee and Retainer**

**Fee:** Cathy L. Daigle, LLC services will be billed at a rate of \$400.00 per hour including travel time.

**Retainer:** Analyst requests up to a \$5,000 retainer from new Client(s) which will be applied against billable time and expenses incurred on your behalf. If/when the retainer balance falls below \$500, Analyst will notify you of that occurrence and upon such notification you agree to immediately replenish the retainer requested amount of no greater than \$5,000. In the event there is a credit balance in your account at the conclusion of services, the remaining balance will be returned to you. A \$\_\_\_\_\_ Initial Retainer is being request to begin our work.

Hourly rates apply to time spent meeting with Client(s) as well as for time incurred outside of the meetings to review and study documents, research, respond to and initiate telephone calls and e-mails, prepare draft and final reports, and do such other things as may be reasonably necessary for case management and to facilitate reaching full agreement. Billing is incurred in increments of 0.1 hour (one tenth of an hour). Transaction fees charged by credit card will be passed through to Client(s).

To the extent Analyst incurs out-of-pocket costs in connection with services rendered, costs incurred shall be reimbursed by Client(s). Client(s) understands cooperation, communication and timely delivery of requested information will assist to minimize fees and costs for the process. Client(s) grant Analyst authority to incur such costs as Analyst deems necessary to obtain information needed, and Analyst will obtain prior approval of Client(s) if/when those costs may exceed \$1000.00.

The total amount of fees for services rendered by Analyst are unknown and, to a great extent, are dependent upon the cooperation and timely response of Client(s) and ability to work in a problem-solving approach together.

Monthly billing statements are sent for services rendered; due and payable within five (5) days of billing date if retainer not current. It is Client(s)' responsibility to respond within 5 days with any concerns regarding the monthly billing statement. Fee payments made by check are to be made payable to: "Cathy Daigle, LLC"

Failure to promptly pay fees and/or costs incurred will result in a late payment charge assessed at the rate of one percent (1%) on the delinquent balance each month, computed from the tenth day following the date of the billing. Fee is subject to change with advance notice.

Should payment not be made in a timely manner, Cathy Daigle, LLC will stop all work on behalf of Client(s), including drafting and/or distribution of work product and Analyst may withdraw from the process. The Analyst shall not be responsible for any loss or damage that Client(s) may sustain if Analyst's services stop because of lack of timely payment of fees due to Analyst.

## **9. Mediation and Binding Arbitration**

Any controversy or claim arising out of, or relating to this contract or breach thereof, shall, if possible, be resolved by mediation. If mediation is unsuccessful, the issues will be determined by arbitration before a single arbitrator under the then prevailing Commercial Arbitration rules of the American Arbitration Association; provided, however, that each party shall be entitled to engage in discovery to the extent permitted under California Code of Civil Procedure, Sections 2016 *et seq.* By this provision, Client(s) and Cathy Daigle, LLC are both giving up the right to have any such dispute decided by a judge or a jury, and we are each giving up the right of appeal.

## **10. File Retention and Destruction**

You will ultimately receive a copy of all scanned documents submitted in your case. Our office policy is to return all original documents and retain copies only. An office file may be kept for a period of time, however Cathy Daigle, LLC is not obligated to do so.

**SIGNATURE(s) REQUIRED:**

**I/We have read the Fee and Retainer Agreement** and acknowledge understanding of the terms and provisions of the Agreement without reservation. This Agreement, its terms and provisions as well as the rights and duties of Client(s) hereto, shall be governed and construed according to the laws of the State of California. I/We have initialed **each page** to indicate my/our understanding and agreement.

\_\_\_\_\_ X \_\_\_\_\_  
Dated name

\_\_\_\_\_ X \_\_\_\_\_  
Dated name

\_\_\_\_\_ CATHY DAIGLE, LLC  
Dated A Limited Liability Company  
X \_\_\_\_\_  
By: Cathy Daigle, CFP®, CDFA®  
Manager

Client _____
Client _____

**CFP Board of Standards Disclosure**  
(a professional responsibility form)

This Financial Planning Disclosure is made between: \_\_\_\_\_ and CFP® Certificant: Cathy L. Daigle, CFP®, CDFA® (Cathy Daigle, LLC).

**CFP® Certificant’s: Obligations and Limited-Scope Responsibilities:**

When acting in a Financial Planning capacity, duties and responsibilities of the planner and the client are discussed and outlined in the Cathy Daigle, LLC “Fee and Retainer Agreement” before divorce planning services are agreed upon and rendered to the client.

Cathy L. Daigle, CFP®, CDFA® (Cathy Daigle, LLC) does not act in the capacity of Investment Advisory Representative, Registered Representative, and/or Insurance Agent.

**Responsibilities of other professionals CFP may work with to provide necessary services:**

In the course of acting in the financial divorce planning process, additional services not rendered by Cathy Daigle, LLC may be provided by other professionals. Such professionals may include, but are not limited to attorneys, accountants, investment advisory representatives, registered representatives, insurance agents, mental health care practitioners, real estate professionals, and/or pension consultants. Clients wishing such services may engage individuals for separate and typical compensation. Clients are not obligated to hire or engage any particular professional; however, they are encouraged to create a relationship with outside services that will help to provide the best information available to meet their situation or circumstance.

**Professional qualifications and areas of expertise:**

- Certified Financial Planner - CFP®
- Certified Divorce Financial Analyst - CDFA®

Certificant has been trained in Divorce mediation, Collaborative Divorce, facilitation, ethics, taxes, pensions, business interests and tracing. For a complete list of education, trainings, and presentations provided, please refer to Certificant’s website - [www.cathydaigle.com](http://www.cathydaigle.com).

**Compensation Arrangements:**

Compensation is earned and paid according to the Certificant’s Cathy Daigle, LLC “Fee and Retainer Agreement”.

**Additional Information:**

You, the client, are encouraged to review the information contained in this disclosure form and ask any questions. As a CFP® Certificant, I acknowledge my responsibility to adhere to the standards and ethical guidelines established in the CFP Board’s *Standards of Professional Conduct*.

I (We) hereby acknowledge the terms herein and understand that this work is not traditional financial planning and is limited in scope as it relates to our divorce.

X \_\_\_\_\_ / \_\_\_\_\_  
Client’s Signature Date

X \_\_\_\_\_ / \_\_\_\_\_  
Client’s Signature Date

\_\_\_\_\_  
Cathy L. Daigle, CFP®

Client _____
Client _____

## CONSENT TO RELEASE AND SHARE INFORMATION

To enhance and further our Collaborative Divorce process, we agree that our professional team members may share their impressions, perspectives, and opinions about our case and the process among themselves and with other professionals and specialists we may engage to assist us. Our professional team specifically includes our Collaborative Coaches, Lawyers, and Financial Neutral Professional, Cathy Daigle, CFP<sup>®</sup>, CDFA<sup>®</sup>, and such other professionals and specialists that either or both of us may engage to assist us and who are listed below.

We understand that confidentiality and privileged communication will continue to exist with respect to anyone other than our Collaborative Divorce professional team members. We also understand that California law provides that confidentiality and privileged communication may not apply in the following circumstances:

1. If there is reason to believe that one of us is in danger of hurting himself or herself;
2. If one of us expresses an intention to hurt someone else;
3. If one of us abuses the other;
4. If there is reasonable belief that a child, elder, or dependent adult is being abused.

Information, perspectives, and impressions may be exchanged by various means whether face-to-face contact meetings, virtual meetings, telephone conversations, in written form, fax, internet e-mail and text transmissions. Documentation includes (but not limited to): financial statements, tax returns and W-2s, paystubs, billing statements, insurance policies, trust documents, real estate paperwork, etc. If not previously revoked, this consent will terminate on date of dissolution.

Collaborative Coaches: \_\_\_\_\_

Collaborative Lawyers: \_\_\_\_\_

For these purposes only, confidentiality and privileged communication are waived.

Additional Professional(s):  
\_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

Date:

Date:

Client _____
Client _____

**STATEMENT OF UNDERSTANDING**  
**Collaborative Divorce Process**

The goal of Collaborative Divorce is to help the divorcing couple work successfully within the Collaborative Practice structure to achieve a positive resolution that works for the family and helps to minimize the negative economic, social and emotional consequences the family often experiences in the traditional adversarial divorce process.

In order to accomplish this goal, up to three independent professional disciplines work together as a team to integrate the legal, emotional and financial aspects of divorce.

**ROLE OF THE NEUTRAL FINANCIAL CONSULTANT:**

The Financial Consultant may work with the couple to:

1. Act as a neutral team member working with both spouses.
2. Identify and prioritize the financial concerns, goals and hopes of each person.
3. Assist with the discovery process: the gathering and documentation of income and expense information plus asset and debt information for the legal documents and proceedings.
4. Provide education, facilitation, and planning support throughout the divorce process.
5. Work collaboratively with the couple, their coaches, attorneys and other involved professionals to enhance communication and reduce misunderstandings.
6. Will not make investment recommendations and/or solicitations nor give advice and/or opinions during or after the divorce process.
7. Direct best efforts toward keeping the collaborative process moving toward resolution.

**ROLE OF THE COLLABORATIVE PRACTICE ATTORNEY:**

The Collaborative Attorney will work with the couple to:

1. Represent the best interests of his/her respective client while maintaining the overall goal of the collaborative process.
2. Each Collaborative Practice attorney will work collaboratively with the other Collaborative Practice attorney and all team members.

**ROLE OF THE COACHES:**

The Divorce Coaches may work with the couple to:

1. Identify and prioritize the concerns of each person.
2. Make effective use of conflict resolution skills.
3. Develop effective co-parenting skills.
4. Work collaboratively with the couple, their attorneys and other involved professionals to enhance communication and reduce misunderstandings.
5. Direct best efforts toward keeping the collaborative process moving toward resolution.

**RESPONSIBILITY OF THE CLIENT**

Each spouse involved in the divorce agrees to:

1. Abide by the standard California Family restraining orders required by all divorcing couples which states that the following is disallowed:
  - a. Removing the minor child or children of the spouses from the state without the prior written consent of the other spouse or an order of the court.
  - b. Cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage including life, health, automobiles and disability held for the benefit of the spouses and their minor children or child.
  - c. Transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi community, or separate, without the written consent of the other spouse or an order of the court, except in the usual course of business, or the necessities of life.
2. Maintain the confidentiality of all content (written or oral) of the sessions and agree that under no circumstances will any of this content be used in any future adversarial process.
3. To work for the best interest of the family as a whole.

**CONFIDENTIALITY:**

1. Both spouses agree to sign confidentiality waivers with the Financial Consultant to waive privilege with each Collaborative Divorce attorney and other professionals involved in the process. The specifics of this will be discussed before the confidentiality waivers are signed. The purpose of having signed waivers is to be able to speak freely with the different professionals involved to facilitate a team approach.
2. All materials without these specific waivers remain closed and confidential in accordance with the California and U.S. Federal laws. Privileges may be waived in the following situations:
  - a. If there is a reason to believe you are in danger of hurting yourself.
  - b. If you express an intention to hurt someone else.
  - c. If there is reasonable suspicion a child is being abused.
3. Should either spouse elect to move from the Collaborative Practice process toward a court process, **all materials, including all content (both written and oral) of financial planning sessions, remain confidential and may not be used in any court proceedings. In addition, Cathy Daigle, CFP®, CDFIA® and/or Cathy Daigle, LLC do not go to court and cannot be compelled to testify in court as to any of the materials and/or opinions in the collaborative process.**

**ELECTION TO TERMINATE:**

If either spouse decides that the Collaborative Practice/Collaborative Divorce is no longer viable and elects to terminate the status of the case as a Collaborative matter, he/she agrees to, in writing, immediately inform the other spouse, their respective team professionals including their attorneys.

**LIMITATIONS:**

While Collaborative Practice is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method toward a cooperative solution. For couples with children, it assists them toward a positive co-parenting relationship.

**I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS.**

X \_\_\_\_\_  
SIGNATURE

X \_\_\_\_\_  
SIGNATURE

X \_\_\_\_\_  
SIGNATURE  
Cathy Daigle, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Privacy Policy & Practices of Cathy Daigle, LLC**

We at Cathy Daigle, LLC have always valued the trust our clients have placed in us and are committed to the responsible management, use, and protection of our clients' personal information. We are proud of our privacy and confidentiality practices and want you to know how we protect your information and use it throughout your divorce proceedings.

Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### **Gathering Information**

Cathy Daigle, LLC collects personal information about you to help facilitate your divorce proceedings and fulfill legal and regulatory requirements. This includes such information as your name, address, birth date, and Social Security number that you provided on your Family Information Sheet or other documentation. Cathy Daigle, LLC collects nonpublic personal information from you as well as from other sources. The sources and the information collected may include but are not limited to:

- Information you provide to us through discussions via face-to-face or remote meetings, electronic communication(s), Text, postal or express courier services, FAX, and telephone/cellular phone.
- Information you provide to your collaborative, mediation or consulting attorneys, communication coaches, business valuation specialists, pension valuers, child specialists, and other professionals involved in your proceeding.
- Information from other unaffiliated third parties, including employers, associations, benefit plan sponsors, tax preparers, and other institutions.

### **Sharing Information**

We provide information about current or former clients from the sources described above to parties outside of our Firm only as described below:

- As authorized by you. You may direct us, for example, to send information you provided us to a third party.
- To other companies as necessary to process your business. For example, these parties must limit their use of the information to the purpose for which it was provided.
- We may disclose any of the nonpublic personal information that we collect about you, as required to conduct our business and as permitted or required by law or regulation (i.e., responses to a subpoena or court order).

### **Confidentiality and Security**

We restrict access to information about you to those employees who need to know that information in order to provide services to you. We maintain physical, electronic, and procedural safeguards to maintain the confidentiality of your information.

***We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies.***

### **Safeguarding Privacy**

Cathy Daigle, LLC recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format. Cathy Daigle, LLC authorizes access to your nonpublic personal information only to parties with whom we have executed confidentiality/nondisclosure agreements and who need that information to serve you or to assist us in conducting our operations. We maintain physical, electronic, procedural, and contractual safeguards regarding your nonpublic personal information to ensure that we comply with our own policy, industry practices, and federal and state regulations. And we train our employees in the proper handling of sensitive information. Once your divorce is finalized and you become an inactive client, we will continue to adhere to the privacy policies and practices as described in this notice.

### **Privacy Online**

Cathy Daigle, LLC maintains a public website at [www.cathydaigle.com](http://www.cathydaigle.com) and is a great way for current and potential clients to find out more about our services. Rest assured that when you visit our site, we will not try to gather any personal identifiable information from you without your knowing it. The following summarizes the extent to which we gather and use information obtained through our website:

- **Cookies** - A "cookie" is a small piece of information which a web server may place on your computer when you visit a site. This is useful for having your browser remember some specific information which the web server can later retrieve. When you quit your browser, some cookies may be stored in your computer's memory in a cookies file. Cookies may last only through a single visit or remain on your computer until you delete them.
- **Access Data** - Please note that when you visit our website, no personally identifiable information about you, such as your e-mail address, will be automatically collected by us.
- **E-mail** - In some cases, you may actually choose to provide us with your e-mail address or other personal information such as your address or phone number. Likewise, if you send us an e-mail, you are by default providing us with an e-mail address. E-mail addresses or other information you voluntarily provide while visiting our website are used solely for the purpose of responding to your questions and will only be shared with others in accordance with applicable laws.

### **Changes to Our Privacy Policy and Questions**

While this privacy policy is delivered in writing annually while you are active in your divorce proceedings, the policy may change from time to time. If so, we will notify you of any changes or you can review our current policy online at any time. Privacy protections apply automatically to all of our clients and former clients. If you have questions after reading this policy, please contact our office at 408-354-9354 or write us at: Cathy Daigle, LLC, P.O. Box 504, Los Gatos, CA 95031.