

## **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 toward resolving issues surrounding marital dissolution. Cathy Daigle, CFP<sup>®</sup>, CDFA<sup>®</sup> of Cathy Daigle, LLC and the Clients understand and agree as follows:

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

The undersigned wish to retain the services of Cathy Daigle, CFP<sup>®</sup>, CDFA<sup>®</sup> of Cathy Daigle, LLC to provide financial consulting with regard to marital dissolution.

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

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

It is understood that the Analyst has no power to decide disputed topics for the Clients. The Clients understand that the Analyst’s objective is to assist the Clients themselves in reaching their most constructive and reasoned agreement through a process designed to help minimize conflict and improve family communication. A part of the Analyst’s job is to help facilitate this process for you.

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

The neutral Analyst may help gather, organize, and review Clients’ financial information whether provided by the Clients or their attorneys. She will meet with the Clients individually and collectively along with their attorneys and communications specialist regarding various financial topics in connection with the marriage dissolution.

Assessment and analysis of Clients’ finances may include, but not be limited to, preparing financial summary overviews with easy-to-read tables and charts to be used as a part of the process helping to educate, promote discussion, and gain clarity.

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

The Client(s) acknowledge that the Analyst is not an attorney and cannot provide legal advice or representation. Further, Client(s) have engaged their own attorney(s) to assist and provide them with such counsel as they may need, or they agree to do so as is reasonably possible. Collaborative lawyers will guide and educate regarding the legal aspects and draft necessary documentation.

The Clients further acknowledge that the Analyst 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).

The Analyst does not consult about, recommend, or sell financial products and/or investments.

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

You are the primary participant(s) in this process. Clients typically select collaboration because they wish to reach mutually acceptable agreements, avoid adversarial proceedings, and to minimize costs. They generally value their own decision making over having others impose solutions. However, if information and guidance is needed for your decision making process, additional financial, legal and/or therapeutic resources are available to assist.

Each Client(s) agrees to cooperate fully with the Analyst; to be open and truthful in their communications, and to provide Analyst with complete, accurate, and reliable financial data and any additional information and documents that the Analyst may reasonably request.

The Client(s) understand and acknowledge 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 the Analyst. The Client(s) agree not to omit any material financial information or documents that may adversely affect Analyst's ability to perform the services for which she has been engaged. Client(s) acknowledge that the Analyst will rely exclusively on the information provided.

The Analyst shall not be responsible, nor subject to liability, for any errors or omissions in her work product that result from the failure of either or both of the Clients 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) agree 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 the Analyst's work is confidential and shall be deemed to have been prepared for the Clients 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 the 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 that the 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 the Analyst in any such proceedings shall be obligated, to compensate the Analyst at her 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 by her in connection therewith, together with all collection costs and attorney fees, regardless of whether the 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:** The Client(s) further agree not to call the Analyst to testify or to provide any materials from the process in any court proceeding between the Client(s). Our work is considered by the Client(s) and the Analyst as settlement negotiations.

**Cell/E-Mail/Text:** We often use cell phone and e-mail (sometimes text) communications to correspond with clients. Communications are not specifically encrypted for security.

#### ***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.

Client _____
Client _____

**6. Termination of Process Without Cause**

The Clients may terminate this process with the Analyst upon the delivery of written notice signed by the Clients. In the event of process termination, all professional team members shall withdraw from the case. Clients shall be entitled to a refund of all deposits not already earned by the Analyst.

**7. Right of Analyst to Withdraw**

The 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 the 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 Daigle’s services will be billed at a rate of \$325.00 per hour. Travel time is billed at \$325.00 per hour.

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.

Hourly rates apply to time spent meeting with the 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 the Analyst incurs out-of-pocket cost in connection with services rendered, costs incurred shall be reimbursed. Client(s) understand cooperation, communication, and timely delivery of requested information will assist to minimize fees and costs for the process. Client(s) grant the Analyst the authority to incur such costs as the Analyst deems necessary to obtain information needed, and the Analyst will obtain the prior approval of the Client(s) if those costs may exceed \$1000.00.

The exact amounts of fees and costs that will be incurred by the Analyst are unknown, and, to a great extent, are dependent upon the cooperation and timely response of the Client(s).

The Analyst will send a monthly billing statement for services rendered which is due and payable within ten (10) days of billing date. It is the Client’s responsibility to respond within 30 days if there are any concerns with the billing. Fee payments made by check are to be made payable to: “Cathy Daigle, LLC”

Any 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 the Clients, including the drafting and/or distribution of the Client(s)’ reports and may withdraw from the process. The Analyst shall not be responsible for any loss or damage that the Client(s) may sustain if Analyst’s services stop because of lack of timely payment of fees due to the 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.

Client _____
Client _____

**10. File Retention and Destruction**

You will ultimately receive a copy of scanned documents submitted in your case. Our office policy is to keep copies of your documents and not originals. Once your case is closed, we will retain your file for up to two (2) years and will destroy the file after that time.

**I/We have read the attached Fee and Retainer Agreement and acknowledge my/our 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 the 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.**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

CATHY DAIGLE, LLC  
A Limited Liability Company

\_\_\_\_\_  
Dated

\_\_\_\_\_  
By: Cathy Daigle, CFP<sup>®</sup>, CDFP<sup>®</sup>  
Manager

Client _____
Client _____