

Neutral Professional Participation Agreement
(retaining Verner & Brumley, P.C., for preparation of QDRO)

The parties to this agreement are:

1. _____, represented by _____.
2. _____, represented by _____.
3. Verner & Brumley, P.C., 3131 TurtleCreek Blvd., Penthouse Suite, Dallas, Texas 75219.
Contact: Jimmy L. Verner, Jr., 214.526.5234 (telephone), 214.526.0957 (facsimile)
jverner@vernerbrumley.com

The parties, and their collaborative lawyers, and Verner & Brumley, P.C., hereby enter into this Neutral Allied Financial Professional Participation Agreement (the Agreement). The parties have agreed to use the principles of the collaborative law process to settle the issues of their family law matter. The parties have agreed to engage Verner & Brumley, P.C., as a neutral professional to assist in the collaborative matter. Verner & Brumley, P.C., the collaborative lawyers and any other allied professional engaged in the process are collectively referred to herein as the “collaborative team.” As used in this agreement, “Verner & Brumley, P.C.,” includes the law firm of Verner & Brumley, P.C., as well as all partners, associates and employees thereof.

1. Engagement of Neutral Allied Financial Professional

Verner & Brumley, P.C., agrees to act as a neutral professional and will not align with either of the parties or any lawyer in this collaborative matter. Any work product, as defined herein, prepared by Verner & Brumley, P.C., and provided to one party and his/her lawyer, shall be provided to the other party and his/her lawyer.

Working as a collaborative team member, the objective of Verner & Brumley, P.C., is to assist the parties by providing requested case-specific professional services in a non-biased objective manner with the goal of assisting the parties in achieving what the parties perceive as their best possible outcome under the circumstances.

Specifically, the duties of Verner & Brumley, P.C., in this case are, with respect to the pension, retirement, or other employee pension benefit, employee welfare, or employee benefit plans arising from the past or present employment of either or both parties (hereinafter called “retirement and employee benefits”):

1. To educate the parties about their retirement and employee benefits.

2. To gather, and to assist the parties in gathering, information concerning their retirement and employee benefits.
3. To prepare a domestic relations order (“DRO”) in the form necessary to effectuate the parties’ agreements with respect to their retirement and employee benefits in this case.
4. To secure qualification of the domestic relations order (obtain a “QDRO”) by the plan administrator(s) of the parties’ retirement and employee benefits plan(s).

2. Fees

The parties agree to pay Verner & Brumley, P.C., a flat fee of \$1,550 for rendition of the services above described, such fee to be payable in advance of the services to be rendered. The parties understand and acknowledge that the process of gathering information about retirement and employee benefits requires significant work during the course of the collaborative law process such that the fee of \$1,550 shall be nonrefundable if the collaborative law matter terminates.

The flat fee of \$1,550 includes routine out-of-pocket expenses such as postage and long-distance telephone calls but does not include other, non-routine costs, if any, charged by third parties, such as photocopy or research costs imposed by plan administrators. The parties shall not be liable for any non-routine out-of-pocket charge exceeding \$50 absent prior consent of the parties to that charge. The parties agree to pay any such consented-to charges upon itemized billing by Verner & Brumley, P.C.

The parties further acknowledge that some employers maintain more than one retirement or employee benefit plan, the provisions of which can be substantially different from each other. Also, many persons are participants in more than one retirement or employee benefit plan by virtue of having changed their employment. Should this situation occur, Verner & Brumley, P.C., shall perform the services set forth herein with respect to the retirement or employee benefit plan of the parties’ choice and shall immediately notify the parties that more than one such retirement or employee benefit exists. Upon such notification, Verner & Brumley, P.C., shall offer to perform the same services as set forth in this agreement, for each such retirement or employee benefit plan, at no greater cost than the flat fee set forth herein. If, however, an employer maintains more than one substantially similar retirement or employee benefits plans, then Verner & Brumley, P.C., shall prepare a single, combined DRO for such plans and shall perform the services set forth in this agreement at no additional charge for such plans.

3. Cooperation Regarding Providing Information

Each party agrees to provide promptly to Verner & Brumley, P.C., all necessary and reasonable information requested by Verner & Brumley, P.C., with respect to the retirement or employee benefits plans in which each party is a participant. Each party agrees to sign all authorizations requested by Verner & Brumley, P.C., as deemed necessary by Verner & Brumley, P.C., to perform this engagement, after review by his/her respective collaborative lawyer.

4. **Testimony and Future Litigation Consulting**

The parties and Verner & Brumley, P.C., agree that if the collaborative matter terminates and this matter is litigated, that Verner & Brumley, P.C., **may not** be called as a witness by either party in any future litigation between the parties, unless the parties and Verner & Brumley, P.C., agree otherwise in writing. The parties and Verner & Brumley, P.C., further agree that, if the collaborative matter is terminated and this case is litigated, Verner & Brumley, P.C., **may not** be further consulted as a consulting expert or allied professional, unless the parties and Verner & Brumley, P.C., agree otherwise in writing. If there is a conflict between the Collaborative Law Participation Agreement signed by the parties and the collaborative lawyers and this agreement, this agreement shall control with respect to the terms of this section.

5. **Future Professional Services**

The parties and Verner & Brumley, P.C., further agree that Verner & Brumley, P.C., will not engage in any continuing client relationship that would compromise the neutrality of Verner & Brumley, P.C. Specifically, absent written consent by both parties, Verner & Brumley, P.C., shall not work with either party after completion of the collaborative matter, other than to take specific actions necessary to effectuate the parties' agreements in the collaborative matter. (See the Protocols of Practice for Collaborative Financial Professionals Section entitled "Services Outside of the Collaborative Engagement.").

6. **Confidentiality**

The parties, the collaborative lawyers, and Verner & Brumley, P.C., agree to maintain the confidentiality of any communications among each other relating to the subject matter of the dispute and made in the collaborative matter, whether before or after the institution of formal judicial proceedings. This confidentiality does not prohibit sharing of information by and between the collaborative lawyers, any lawyers consulted for an opinion in the collaborative process, any other allied professional who has signed a participation agreement in this matter, Verner & Brumley, P.C., and the parties. As in other professional relationships, this provision does not prohibit disclosure by the collaborative lawyers and Verner & Brumley, P.C., of case information for educational purposes without disclosing the identities of the parties, nor does it prohibit participation by the parties or either of them in educational forums or media interviews

to discuss the collaborative law process. This confidentiality paragraph does not apply to reports of abuse or neglect required by law, formal discovery, sworn documents prepared in this matter, a fully executed collaborative law settlement agreement or evidence of fraud.

If the collaborative process is terminated, a party and his/her collaborative lawyer are authorized to disclose all information, including information obtained from or provided by Verner & Brumley, P.C., to that party's successor litigation counsel, and Verner & Brumley, P.C., shall disclose all information to either party's successor litigation counsel upon written request.

All meetings, communications, whether oral or written, and discussions involving Verner & Brumley, P.C., in the collaborative process are compromise negotiations under Rule 408, Texas Rules of Evidence.

7. Work Product of Neutral Professional

The parties, the collaborative lawyers and Verner & Brumley, P.C., agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of Verner & Brumley, P.C. (collectively referred to as work product) and any financial data of the parties shall be confidential and shall not be released to any person or entity outside of the collaborative process (other than successor litigation counsel) without the express written permission of the parties or court order. This confidentiality does not prohibit the furnishing, upon request, of such work product or financial data to any member of the collaborative team, to any successor counsel and/or to any lawyer who renders an opinion for either party, and it shall be available for future settlement conferences, including, without limitation, mediation.

If the collaborative matter is terminated, a party and his/her collaborative lawyer are authorized to disclose the work product of Verner & Brumley, P.C., to that party's successor litigation counsel, and Verner & Brumley, P.C., is authorized to disclose the work product of Verner & Brumley, P.C., to either party's successor litigation counsel. The parties release their respective collaborative lawyers and Verner & Brumley, P.C., to make such disclosures. However, such work product shall not be admissible into evidence in any legal matter between the parties, including any hearing or trial, unless the parties and Verner & Brumley, P.C., agree in writing otherwise.

8. Open Communication

Verner & Brumley, P.C., may communicate among the team members including, but not limited to, communicating with each party individually or together, a party with his or her collaborative lawyer present, each collaborative lawyer individually or together with the other collaborative lawyer, any lawyers consulted for an opinion during the collaborative law process, and any other allied professionals retained by the parties who have signed a participation

agreement in this matter.

The parties hereby release Verner & Brumley, P.C., and the collaborative lawyers to share any information, opinions and/or communications regarding this matter with any of the participants, specifically with each other, individually or collectively; with any lawyers consulted for an opinion during the collaborative law process; with other allied professionals who have signed a participation agreement in this matter; and/or with the parties, together or individually.

9. Meetings Without Collaborative Lawyers

It is contemplated that Verner & Brumley, P.C., may meet with the parties without the collaborative lawyers present. Verner & Brumley, P.C., shall promptly update the lawyers on any such meetings, and shall communicate any preliminary understandings reached in those meetings to the collaborative lawyers. Verner & Brumley, P.C., may communicate such preliminary understandings in writing to the lawyers with a copy to the parties (email suffices) or verbally. The parties will not be asked to memorialize such understandings. The parties will not sign any binding agreement without both lawyers' review.

Signed on this _____ day of _____, 200__.

(Party)

(Party)

(Party's Attorney)

(Party's Attorney)

Verner & Brumley, P.C.

By: _____
Jimmy L. Verner, Jr.