

FEE & POLICY STATEMENT
SIMON ASSOCIATES FIDUCIARY SERVICES
AS OF JANUARY 1, 2023

SCOPE OF SERVICES & FEE SCHEDULE:

– Fiduciary Services: Consulting, financial and medical management, financial asset management, property management, daily money management, court or informal accountings, case management, medical management, advocacy & support, placement and relocation, entitlements & benefits, long term care planning, review of assets or estate plans for tax planning and benefits, identifying assets, preparation of inventory & appraisals, court accountings, and all related nontax services.

Our rates depend on the case complexity, necessity of services, and ability to pay. For appointments as Estate Administrator, Executor, or Personal Representative, under Court supervision, the fees are statutory and set by the State of California per State law and local Courts.

For Non-Court supervised cases, when serving as Trustee our rates will vary depending on the services necessary. Often, we are appointed for a future need and intended after the death of the Grantor or Trustor. If our services are needed during your lifetime on a short-term basis, for example serving as medical or financial power of attorney during a temporary illness, we will charge an hourly rate. We take the needs of our clients seriously and wish to serve in the most expeditious and cost-effective manner. The Standard rate for most California Trusts after death is the percentage, unless the Trust is small, and the hourly rate would exceed the percent.

\$145 to \$150/hr. or 1% of the fair market value of the assets per annum

– Fiduciary Services: Court Supervised, Trustee or Conservator of Person/Estate depending on the service and the county of location. Rates set by the Court location, and subject to Court approval.

\$160 to \$180/hr. or 1% of the fair market value of the assets per annum

– Fiduciary Services: Non-Court, Trustee, Special Needs Trustee, or other Trustee capacity: Our services are tailored to the Trust situation and includes many situations listed at the top. Rates depend on complexity of the case, needed services, ability to pay, and the size of the Trust.

\$160 to \$180/hr.

– Fiduciary Services: Non-Court, Consulting & Support Services for Individuals, Families, and non-professional Family members appointed as conservators, trustees, or executor's: services tailored to your situation, see list at the top. Rates depend on complexity, issues.

\$160 to \$180/hr.

– Fiduciary Services: Non-Court, appointed as Financial or Healthcare Power of Attorney: services tailored to your situation, see list at the top. Rates depend on complexity, issues.

OTHER CONSULTING \$150 to 160/hr.

– Preparation of Court accountings, inventory & appraisals, and administration support working with non-professional Executors, Administrators, or Trustees. Assistance with basis allocation and or fair market valuation of assets, basis step up vs. fair market value step for Estate or Trust assets following recent Estate laws. Estate and Trust planning, forensic accountings, and advise on spend down for asset protection and public benefits.

RETAINERS: We reserve the right to request a retainer for any kind of work.

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OUR COMMITMENT:

We do everything to keep our time efficient and our costs down. We expect that you will provide requested documents and information timely and mutually work with us for your benefit. However, we cannot control outside organizations who might slow the process of completing your tasks in the shortest time possible.

RECORD RETENTION:

We maintain permanent files on all clients that include copies of important documents that we may receive in the course of our work with you. These documents may include copies of birth and death records, SSA cards, Trusts, Citizenship or Naturalization papers, Marriage certificates or Divorce decrees, alimony and child custody agreements, Military records, retirement plan information, copies of identifications, Contracts, and leases, purchases and sales of assets including real property, personal tangible, and collectible property. These records are kept permanently and as securely as possible under lock, alarm, and password protected. In addition, we use a secure portal for transmittal of documents when encryption is necessary.

GENERAL INFORMATION:

At the beginning of each work relationship, clients are given a copy of this Policy Statement, a Privacy Policy, and an Engagement or Contract for Services (for non-Court cases). Each client is responsible for becoming familiar with and understanding the contents of all such statements and contracts. Acceptance and agreement of all policies and contracts is implied by engagement of services. Please keep for your reference.

PAYMENTS & CHARGES

Our policy is that all fees are due and payable upon receipt unless other arrangements are mutually made. Our fees for the above services will be computed at our standard rates, per your case, and will be billed as the work progresses. Invoices and accounts not paid within 30 days will be subject to a late charge equaling the greater of 1½ % of the unpaid balance or a **\$4.00** minimum until paid. If we have not received payment within 60 days of our invoice, all work will be suspended until your account is brought current, unless other arrangements are made in writing.

FEE DISPUTES:

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by small claims court or mediation administered by the American Arbitration Association, depending on the size of the fee dispute and the costs. All costs of any mediation proceeding shall be shared equally by all parties. In agreeing to Arbitration, we both acknowledge that in the event there is a dispute of fees between us we have both agreed to waive our rights to a judge and jury trial (except if the dispute is eligible for small claims court) and instead we are accepting the use of Arbitration for Resolution. Such arbitration shall be binding and final. We reserve the right to determine the validity of small claims court over arbitration.

OTHER FEES AND COSTS

- We charge one-way transportation, door to door, or round trip for short (< 2 hrs) or emergency visits
- We charge for time spent in the office for telephone calls, faxes, and emails within reason
- We charge for excessive copies, at 0.15 cents, postage at USPS rates, and international phone calls
- **\$35** for bank charges whichever is more incurred for a returned check
- For those you have financial hardship we may charge a lower fee per agreement

Your signature on the contract agreement signifies that you agree with and accept our policies. When we serve as Trustee of a Court Supervised Trust, the Court sets the contractual rules. Thank you for the opportunity to serve you. We look forward toward a long and rewarding relationship!