



DiscountDivorcePro.com
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*An Arizona Legal
Document Preparation
Company*

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Terms of Service

I. Scope of Work.

Discount Divorce Professionals, LLC., hereinafter referred to as Discount Divorce, is not a law firm and is a document preparation company. Discount Divorce and its representatives cannot give you legal advice. If you need legal advice the Arizona State Bar has a lawyer referral service¹.

Discount Divorce will prepare all documents as agreed in the "Agreement & Receipt" that was provided to you. It is understood that Discount Divorce is document preparation service only.

It is understood that Discount Divorce does not do any court running, filing, and processing. That it is your responsibility to file and manage your case, however, Discount Divorce will be happy to answer any questions about how the process works but again, cannot give legal advice.

Due to the high-cost to lease real estate in the Metro Phoenix Area, Discount Divorce is switching to an online-format beginning 1 August 2017 (date subject to change without notice). Discount Divorce will not have an office location but will maintain an online presence and may be contacted by email at discountdivorce@msn.com.

For any client that has contracted us to provide legal notification to the opposing party (such as process service, etc.) we will do our very best to conclude that part of your case, however, future cases will not have this option available to them.

By contracting with Discount Divorce, you agree with these Terms of Service.

II. Services and Fees.

Refund Policy

Because we start work immediately, Discount Divorce does not accept cancellations THERE ARE ABSOLUTELY NO REFUNDS UNDER ANY CIRCUMSTANCES, OR ANY PART OF A REFUND TO INCLUDE FILING FEES AND PROCESS SERVICE FEES. All fees are earned when paid. If you choose to stop your divorce, bankruptcy, or other action you will not be entitled to any refund of any part of your fees, under any circumstances. This includes court costs, process service and all other fees.

¹ Arizona State Bar Attorney Referral number 602-257-4434 or www.LawerFinders.org

Filing and/or Process Service Fees

As per the "Agreement and Receipt" filing and /or process service fees can be voided if you do not have your documents filed in a reasonable amount of time, usually within approximately 60 days of the "Agreement and Receipt". This is because we write live checks for these fees at the time the "Agreement and Receipt" is signed by you. It is our policy not to keep live checks for more than 60 days in anyone's file, however, we can make an exception if you need an extension. It is your responsibility to contact us to request additional time in writing prior to the date shown on the "Agreement and Receipt". If after 60 days, we do not hear from you we assume you do not want to continue the case and have abandoned it for whatever reason.

Payment Policy

When you submit your credit card information over the internet, phone, or in our office, this is assumed to be a credit card authorization for the service requested, the same as if you had personally signed a credit card receipt. An additional credit card authorization (requiring a signature to be returned by facsimile, email, or USPS²) may or may not be required, at Discount Divorce's discretion.

Guarantee of Service

There is no guarantee that any of the information, applications, or forms provided by Discount Divorce will be accepted by any courts or government agencies. There is no guarantee that a client will receive favorable results on that for which they have applied. Documents and information provided by Discount Divorce do not give the client any advantage over documents and information provided by any other legal, paralegal or business information service company, any other attorney, any other financial advisor, etc.

Private Investigation

Discount Divorce is not a private investigation firm. When you hire us to find a missing person or information concerning another person, we subcontract the investigation services to another company that is authorized to do private investigation work. We cannot guarantee that you will receive favorable or accurate results. There are too many unforeseen issues when doing this type of work. I.e. accuracy of information you have concerning another person, age of the information, etc.

Guarantee of Time of Case Completion

Discount Divorce cannot guarantee that a case can be completed in any specified time. We can give an estimate on how long but our estimate may be incorrect due to many unforeseen forces. Such as the other party contests the case, court's case load and calendar, errors in documents, agreements of the parties, orders of the court, etc. Do not put deposits or sign contracts for weddings, real estate, or any other obligation until your case is completed. Discount Divorce cannot be held responsible for such actions.

Supplementation Information

Supplements to the information that you provide with information that is received from third parties (such as agents, attorneys or government entities). is assumed that all parties involved provided the required information in a complete and truthful manner. Discount Divorce cannot be held responsible for the veracity and/or reliability of information provided by the client or by any third parties.

File Maintenance Policy

Discount Divorce guarantees to keep all files available for a period of three months, copies to be made available to the client in .pdf³ format, or hard copy via regular mail (method at our discretion, based on the size of the file in question) for a minimum service charge of \$15.

For hard copy requirements, additional charges may apply depending on the size of the file in question. After this period, the file may be destroyed or moved to an off-premise storage location. The cost and availability of replacement documents (after this 3-month period) will be determined at the time of the request by Discount Divorce's. management and will be based on a variety of internal factors. No replacement charge, however, will exceed the original cost of the service.

File Destruction Policy

Some information may be discarded through a regular waste management service (such as local garbage pick-up). If you would prefer your file disposed of in a different manner, then you are welcome to pick up your file any time after the 3-month period or give us in writing a request to shred your file.

Web Site Content

Comments and other information presented in the Discount Divorce web site are generalizations and may not apply to every situation. Information included here may not be current and is subject to change without notice. Since Discount Divorce is not an attorney, no attorney client relationship is established by the viewing, use, or communication in any manner through this web site.

Attorney Representation

By contracting with us you are stating that you are currently not represent by an attorney. If you should become represented at any time after engaging Discount Divorce you will notify us and we will immediately stop all service.

² USPS is also known as the United States Postal Service

³ .pdf is the common file extension also known as Adobe Acrobat™

Payment Agreement

Discount Divorce Professionals will deposit payments on the agreed upon on "Schedule of Payments Agreement" on the dates shown and cannot change the payment dates for any reasons.

If you are not doing an auto-payment schedule and you are unable to come into the office to make your payment you may make your payment via our secured internet link: <https://discountbankruptcyaz.com/onlinepayment.html>

Questions on billing.

Any Questions or concerns regarding billing - Contact Sumer Jennings⁴ during normal business hours⁵.

Late Payment Penalty

If any payments become past due, then there will be a \$25 late fee and all work on your case will be immediately suspended until the entire balance plus the late fee is paid in full.

Authorization and Use of a Third-Party Credit Card.

If the card number, you supplied Discount Divorce is not your card then by you using this card you take full responsibility for the debt accrued. If you are not authorized to use the card number supplied, you can be prosecuted for fraud and theft under Arizona State Law.

Chargebacks & Disputes

If there should be any charge backs disputes regarding a credit card transaction, then the full balance will be due plus a \$50 service fee to handle the charge back dispute.

Forms of Payments

Discount Divorce. accepts most forms of payments except for personal checks. We except credit and debit cards, money orders, and cash.

Waiver or Deferral of Court Fees.

In some situations, you can apply to have your filing fee either waived or deferred through the court if you qualify. If the court should decline to waive your filing fee and deferred the filing fee you will be responsible for the payment of the filing fee plus any associated cost deemed by the court. Furthermore, the Court will review income level and income to debt ratio when determining to waive or defer required filing fees at the time of filing. Discount Divorce cannot guarantee that the court will approve either a waiver or deferral of their fees. If the court chooses not to waive or defer their fee, then the fee must be paid by you for your documents to be filed. Discount Divorce will not pay the fee for you.

Appearance Fees

In some situation when you are initiating or responding to a post decree matter the court may determine that you must pay in addition to the post decree filing fee⁶ an appearance fee⁷.

Discount Divorce Being Ordered to Testify.

All information provided to Discount Divorce will be treated as confidential. However, no "Attorney-Client Privilege" exists because Discount Divorce is not a law firm and we are subject to subpoena and can be ordered to testify. If any staff member is ordered by any court to testify in your case for any reason (trial, deposition, etc.) you agree to pay Discount Divorce the sum of \$95 per hour for such testimony plus a \$25 travel fee.

Postal Service.

At no time is Discount Divorce responsible for lost or stolen mail. That if any documents should be lost or stolen that was mailed either to us or by us you should report this to the United States Postal Service or any other postal carrier that was used for any remedy that you may seek.

⁴ Sumer Jennings' phone number 602-896-9020

⁵ Monday thru Thursday 9am to 12:30pm and 1:30pm to 5pm. Friday 9am to 12:30pm. Closed Saturday and Sunday. All times are Mountain Standard Time. (Arizona does not participate in Daylight Savings Time)

⁶ As of May 19, 2014, Current State 'base' fees authorized by Ariz.Rev.Stat. § 12-284, Arizona Code of Judicial Administration § 3-404 and Administrative Order 2013-63 plus additional fees determined by Statute, Supreme Court Administrative Order or Board of Supervisor's Resolution. The county Board of Supervisors may add local fees per Ariz.Rev.Stat. § 11-251.08. This fee is \$84 in Maricopa County.

⁷ As of May 19, 2014, Current State 'base' fees authorized by Ariz.Rev.Stat. § 12-284, Arizona Code of Judicial Administration § 3-404 and Administrative Order 2013-63 plus additional fees determined by Statute, Supreme Court Administrative Order or Board of Supervisor's Resolution. The county Board of Supervisors may add local fees per Ariz.Rev.Stat. § 11-251.08. This fee is \$269 in Maricopa County.

III. Your Responsibilities as the Client.

Proof Reading Documents

You are responsible for proof-reading documents for typographical and other errors before signing finished documents. You agree to hold Discount Divorce, its stockholders, representatives, or any other person connect harmless and not liable for any errors or omissions regardless of who fault it maybe. You understand and agree that Discount Divorce makes no warranties either expressed or implied.

You understand that once documents are printed or emailed, any changes before filing with the court are subject to an amendment fee of \$25 minimum if you want information changed. If documents need to be changed after filing, then the document preparation fee shall be not less than \$249 and no greater than the original document preparation fee.

Parent Information Program

If children are involved, you must complete the court's required Parent Information Program Course (PIP)⁸ within 30 days of filing. Furthermore, if requesting Joint Legal Decision Making Authority your spouse may also be required to complete the PIP course. Failure to complete and have filled these certificates may result in case being rejected and extra fees to complete it.

Service of Process & Legal Notification

After the initial documents are filed you have 120 days⁹ to have the other party legally notified of the case. This is what is commonly known as serving the other party.

There are many methods¹⁰ that this may be accomplished. Below are the most common methods:

1. Acceptance of Service: You may have the other party sign an "Acceptance of Service" (AOS). You can have them make an appointment and come into our office during normal business hours and have them sign an AOS in front of our Notary Public.

You may take a copy of the filed documents to a Notary Public of your choosing and have them sign an AOS. The AOS must be returned to our office for filing if you choose this method. You may bring the AOS to our office at any time. If the office is closed, then the AOS can be left in our drop slot located in the window of our office. Alternatively, you may mail the signed AOS to us at Discount Divorce Pro, LLC, Attention Signed Documents, 13817 North 19th Avenue, Phoenix, AZ 85023.

2. USPS Registered Restricted Return Delivery Receipt: You may contract us to mail the other party a copy of the filed documents via USPS Registered Restricted Return Delivery Receipt (RRRDR). You understand that if you choose this method that the mail carrier must have the other party sign the RRRDR. If the other party is not home or will not answer the door the mail carrier may leave instructions for them to come to the post office and sign the RRRDR. If the RRRDR comes back unclaimed, undeliverable, signed by someone other than the other party or is lost or stolen Discount Divorce is not responsible and that this method may incurred additional fees to attempt this again or to pursue a different method of service. It is understood that you cannot use the RRRDR method at the other party's employment if they are not able to sign for the mail personally.

3. First Class Mail: You may contract us to mail the other party a copy of the filed documents via USPS First Class Mail. If you chose this method the other party must sign an enclosed AOS in front of a Notary Public and return it to Discount Divorce. If they fail to do this, then you may incur additional fees to attempt this again or to pursue a different method of service.

4. Private Process Server or County Sheriff: You may contract us to serve the other party via a licensed (or registered) process server or county sheriff, hereinafter referred to as the Server. If you chose this method the other party will not have anything to sign. The Server will go to ONE address that you provide us and hand deliver the documents to anyone that lives with the other party who is deemed to be of the appropriate age. The Server will provide Discount Divorce with either an Affidavit of Service or a Certificate of Service that we will file with the court. If it is determined that the address is invalid, or the other party cannot be served their because it is a secured location, or they are avoiding service, then additional fees may be incurred.

If you choose to hire your own Server, then you agree to take over the management of your entire case and relieve Discount Divorce from any other contractual duty. Discount Divorce agrees to surrender all documents in its possession so that you may take over management of your case. If you choose at later time to reinstate your previous contract with Discount Divorce, Discount Divorce has the right to refuse. If Discount Divorce agrees to reinstate your previous contract there will be a \$30 minimum fee.

⁸ See A.R.S. § 25-351 et seq. for more information.

⁹ Arizona Rules of Family Law Procedures Rule 40(I).

¹⁰ Arizona Rules of Family Law Procedures Rule 40 to 43.

5. Publication (Newspaper): You may contract us to serve the other party through newspaper notification. Service of process by publication (newspaper service) may be used when the other party's residence is unknown. Service by publication is sufficient to obtain jurisdiction in most cases. However, no personal judgment may be entered against a respondent served by publication¹¹. You must make a diligent search for the other party. Most judges will want you to contact anyone that may have knowledge of the other party's whereabouts that you know of, in other words, all family and friends of the other party that you have contact information on. They will also insist that you also do an internet search to locate the other party. Some judges have even gone as far as insisting that local prisons and jails be contacted as well as the military to see if the other party can be found. It is not enough to state that the residence is unknown. **Due diligence** in attempting to locate the whereabouts of the respondent is **required**. You must swear that you have tried everything in your power to try to find the other party.

Service Members Civil Relief Act¹² of 2003 (SCRA)

The Service Members Civil Relief Act (SCRA)¹² provides a wide range of protections for individuals entering or called to active duty in the military service. The SCRA is intended to postpone or suspend certain civil obligations to enable the service member to devote full attention to duty. If the other party is active service and they do not sign an Acceptance of Service to waive their rights to the SCRA then they may be able to suspend the legal action until 30 to 90 days after the date of discharge from active duty.

Change of Address

If you should change your address, phone number, or email you must contact Discount Divorce immediately and provide us with the new contact information. The court also must be informed any change in a mailing address. There is a \$25 document preparation fee to prepare and file the necessary documents with the court to update them with your new mailing address.

Case Stoppage or Postponement

If you want your case stopped or delayed at any time you must contact Discount Divorce in writing or by email and inform us of your intentions. You may NOT call and have a case stopped or delayed once in progress. If you want your case delayed, in most cases the Court will only hold a case for 120 days since the initial filing before they dismiss it for lack of progress.

Other Party's Address

The Court requires us to mail certain documents from time to time to the other party as is their due process rights. Please keep Discount Divorce up-to-date on the current address of the other party. Failure to do so may cause serious procedural problems that could have a negative outcome to your case.

Child Support

If you are asking the Court to deviate from State Guidelines for child support¹³, then it will be at the discretion of the Court to approve the amount of child support. Discount Divorce cannot guarantee that the Court will approve any deviation from their guidelines.

Discount Divorce will at any time you request do a FREE child support calculation for you. However, Discount Divorce cannot guarantee that the amount calculated will be the same to the amount Family Support Services of the Court or any other agency will order. This is due to many factors such as: state guidelines changing, mistaken fact as to income or other numbers, error on our part, change in parenting time, etc.

Payment of child support in most cases is handled by an order of assignment¹⁴. All child support payments are paid to the child support payment clearinghouse as per state law. An order of assignment is given to the paying parent's employer who in turn takes the money from the paying parent's paycheck as ordered by the court. The money is then sent to the child support payment clearinghouse that then issues payment to the non-paying parent¹⁵. The clearinghouse may charge a handling fee in an amount prescribed by law¹⁶.

Stopping or Modifying Wage Assignments

If unsure if you should stop or modify a current wage assignment for child support or spousal maintenance, then Discount Divorce recommends that you consult with an attorney regarding your legal rights.

QDRO (Qualified Domestic Relations Orders)

Discount Divorce cautions all clients doing QDRO's to consult an attorney and tax advisor concerning legal rights and tax matters before proceeding with the production of a QDRO.

If you need Discount Divorce to produce a QDRO for retirement, then A COPY OF THE "MODEL PLAN" will be needed. Contact the Plan Administrator and ask for the "Model Plan". This packet will provide all the specific language that is required by the plan, as well as any other specific requirements they may have.

¹¹ Mervyn's, Inc. v. Superior Court, 697 P 2d 1353

¹² 50 U.S.C. App. §§ 501-597

¹³ Ariz.Rev.Stat. § 25-320

¹⁴ Ariz.Rev.Stat. § 46-441

¹⁵ Ariz.Rev.Stat. § 46-441(E)

¹⁶ Ariz.Rev.Stat. § 25-510 (Currently that fee is \$5)

Annulment cases

You understand that if you are seeking an annulment that you must have legal grounds¹⁷. That if your annulment should be rejected, then you may have to must seek a divorce or re-file with different grounds. In some cases, that involves a prior unresolved marriage, you could be found guilty of a crime. Discount Divorce strongly recommends that you seek legal advice prior to filing any documents concerning annulments.

If you must re-file you may have to pay additional fees and court costs. Discount Divorce's minimum fee to file a divorce is \$299 plus the court's filing fee¹⁸.

Legal Descriptions

State law requires that legal descriptions must be in all pleadings in domestic relations cases¹⁹. Failure to provide Discount Divorce a legal description may result in your case being rejected. This may cause extra fees to re-file the pleading and/or serve the other party an amendment.

Parenting Plans

Discount Divorce creates parenting plans based on the Maricopa County Superior Court's Guidelines for Parenting Time and Arizona law²⁰.

If you choose to deviate from these guidelines and statutes there will be a greater than usual chance that the court may reject your decrees and/or parenting plan submitted to them.

If you are requesting equal parenting time there is a good chance that the Court will not sign your order for this request if you and the other party live more than 25 miles apart.

All parenting plans for joint legal decision making should be signed by both parties prior to competition of your case. If for any reason the other party fails to sign the parenting plan there is a chance that the court will not approve the joint legal decision making request and may require you to amend or refile your case. Discount Divorce does charge for amendments and refilings. Be sure that joint legal decision making is agreed upon before filing your initial documents to avoid delays or additional fees in your case.

It is also important to point out that in many cases if there is significant domestic violence and you have requested joint legal decision making the court may reject your decrees and parenting plan and make you amend and refile your case.

Jurisdiction

Most cases require that at least one of the parties has resided in Arizona for a minimum of 90 days²¹. If children are involved in most cases, then the children should have resided in Arizona for a minimum of 6 months^{22, 23}.

If the other party resides outside of Arizona and has had little or no contact with Arizona or you are proceeding by the publication method because the whereabouts of the other party is unknown to you, court could choose not to rule on some issues such as spousal maintenance, child support, the division of assets located outside the State of Arizona, and other issues if the other party does not sign an Acceptance of Service (AOS) surrendering to this state's jurisdiction. Also, it is understood that in some circumstances if the other party should fail to sign an AOS the court may also dismiss your case due to lack of jurisdiction

It is understood that Discount Divorce files all cases in the Maricopa County Superior Court of Arizona.

Legal Decision Making Authority (Custody) Modification

If you seek to modify an existing court order for legal decision making and it has been less than one year, then there is a greater than usual likelihood that the Court shall dismiss your Petition if you have first not sought to resolve the issue through a private mediator or Conciliation Services. If you are seeking to modify legal decision making authority and it has been less than one year we strongly recommend you seek legal advice from an attorney BEFORE proceeding.

Termination of Services

You have the unconditional right to terminate our services at any time. We have the same right. If you decide to terminate our services, we will diligently end our involvement as soon as practically possible, court orders and legal document prepares ethics allow. If your account is not paid in full by the date of the "Schedule of Payments Agreement", we reserve the right to discontinue services, until we are paid in full or until satisfactory payment arrangements are made. The termination of our services will not relieve you of liability to timely pay all fees and costs incurred.

¹⁷ Ariz.Rev.Stat. § 25-301

¹⁸ As of May 19, 2014, Current State 'base' fees authorized by Ariz.Rev.Stat. § 12-284, Arizona Code of Judicial Administration § 3-404 and Administrative Order 2013-63 plus additional fees determined by Statute, Supreme Court Administrative Order or Board of Supervisor's Resolution. The county Board of Supervisors may add local fees per Ariz.Rev.Stat. § 11-251.08. This fee is \$338 in Maricopa County.

¹⁹ Ariz.Rev.Stat. § 25-318(D)

²⁰ Ariz.Rev.Stat. §§ 25-401 to 415, (Chapter 4 – Legal Decision Making Authority and Parenting Time)

²¹ Ariz.Rev.Stat. § 25-312(1)

²² Ariz.Rev.Stat. § 25-1002(7)(a)

²³ Uniform Child Custody Jurisdiction and Enforcement Act and Ariz.Rev.Stat. § 25-1002.

Advance Waiver of Conflicts

We prepare documents for many companies and individuals. It is possible, if not probable, that some of our present, past, or future clients could have disputes or transactions with you. We also reserve the right to prepare and/or file documents for anyone we chose including the opposing party in your case. We will, however, never disclose information to anyone about your case or status of your case unless we have written permission from you or a Court order to do so.

IV. Confidentiality

Privacy Policy

When an e-mail address, telephone number, or fax number have been given to Discount Divorce, it is assumed that you have already taken the appropriate steps to protect your own confidentiality and privacy as necessary. Any e-mail address, telephone number or other information is public record if it appears in your pleadings. If you want your address protected please inform us of this when you meet with us to discuss your case.

All information provided to Discount Divorce will be treated as confidential, however, no "Attorney-Client Privilege" exists because Discount Divorce is not a law firm and we are subject to subpoena and can be ordered to testify.

Social Security Numbers and Financial Account Numbers

Discount Divorce cautions all clients not to put social security numbers or financial account numbers in their entirety in any public record unless so advised by an attorney or demanded to by Court Rules and Procedures. All information contained in most, if not all documents are open to review by anyone in the public. If you want this information filed with the court, then we recommend that this information is filed in the Sensitive Data Sheet (SDS). The SDS is filed with the Clerk of the Court and is not made as part of the public record.

V. Disputes

All claims and disputes arising under or relating to these Terms of Service and/or the Agreement & Receipt are to be settled by dispute resolution (arbitration) through the Better Business Bureau in the state of Arizona or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.