

QDRO Services and Fee Agreement

Thank you for retaining our company to prepare your Qualified Domestic Relations Order "QDRO". We look forward to working with you and strive to make the QDRO process as smooth and efficient as possible. Our QDRO Services and Fee Agreement is our standard contract for engaging our QDRO services. Here are some important items regarding the QDRO process and our services:

- **We are not attorneys and do not provide any form or type of legal advice or legal services.** We **are** retirement plan experts and will be happy to discuss the mechanics of the retirement plan(s), the language and provisions of the QDRO, and your distribution options from the retirement plan(s).
- Please note that our standard turnaround time is **15 business days** (approx. 3 weeks), once we receive **all** the necessary information and payment to begin work. During time of heavy volumes, it may take us a bit longer, please be patient as your case is very important to us and technical work such as QDRO drafting should not be hurried. Also, researching the Retirement Plan Administrator may take additional time, as we may have incomplete information provided to us on our QDRO Information Form, or the Plan Administrator may not be timely with returning our calls for their contact information and the specifics of the particular retirement plan which we require to do quality work for our clients.
- Once the QDRO has been drafted it will be sent to the Retirement Plan Administrator for review and pre-approval (if offered by the Retirement Plan). The review time typically takes 4 to 6 weeks, but may be shorter or longer depending on the Plan Administrator. Please note that while we will follow up with the Retirement Plan Administrator regularly for a timely review, we have no control over how long they may choose to take the review the proposed QDRO.
- Due to the number of steps involved (Drafting and Pre-approval review time with the Plan) the QDRO process usually takes 3 months or longer before the QDRO is ready for signatures and entry with the Court.
- We charge flat fees for our QDRO services. That means there are no additional hourly costs, mailing costs, phone costs, etc., related to our initial QDRO work and our fee covers all the necessary revisions the Retirement Plan Administrator may require to achieve acceptance of the QDRO.

Questions? We are here to help! Please feel free to call or e-mail Geena, our QDRO Case Coordinator at: **QDROinfo@gmail.com**

QDRO Services and Fee Agreement

This statement sets forth the terms of engagement offered to you by Toxby & Associates, Inc. Unless modified in writing by mutual agreement, these terms will control all services rendered by Toxby & Associates, Inc. until termination of this Services and Fee Agreement. Please retain a copy of this Agreement for your records.

A. QDRO Policies & Procedures: You have retained Toxby & Associates, Inc. to prepare a Qualified Domestic Relations Order (QDRO). In order to prepare the QDRO, we will require a copy of the following items before we start work on your QDRO:

- A copy of your Separation Agreement / Permanent Orders or final Divorce Decree (Court document which makes the award of the retirement plan)
- A completed copy of our QDRO information form (including any retirement plan statements)
- A Credit Card, Check or Money Order for our QDRO Fee (made out to: ***Toxby & Associates***)

Toxby & Associates, Inc. will have a draft copy of the QDRO completed within a few weeks (typically within 15 business days) of receiving all the requirements listed above. We will be emailing all draft QDROs, correspondence from the retirement plans and the final QDRO. It is our policy to draft the QDRO as follows:

- 1) Inform and/or copy **all** parties involved on all drafts and issues or correspondence relating to the drafting and pre-approval of the QDRO via email.
- 2) Whenever possible, we will obtain a pre-approval letter from the Plan Administrator prior to the entry and certification of the QDRO with the Court. Not all plans provide a pre-approval letter, if this is the case with your plan, this step will be omitted. Included are any and all revisions to the QDRO as required by the Plan to achieve acceptance from the Plan.
- 3) After any changes requested by you, your former spouse, the attorneys or the plan, we will prepare the final QDRO and send it to the attorney of record for signatures and filing with the Court. ***If no attorney has been retained, you or your former spouse will be responsible for obtaining signatures and filing the QDRO with the Court.*** We will supply a letter of instruction via email for submitting the Court-Certified QDRO to the Plan Administrator for implementation. Once this has been done, our services will be completed (“Services”).

B. Attorney’s Fees: We are not attorneys and do not provide legal advice and/or interpret the intentions of the parties as it relates to the spirit of the agreement. We will not file the QDRO with the Court and/or obtain certified copies or send certified copies of the QDRO(s) to the Plan(s). This needs to be done by you and/or your respective attorneys. In addition, the QDRO will be drafted in accordance with the terms of the Separation Agreement or Permanent Orders. If the Agreement is unclear and/or silent on an issue, an e-mail will be sent to all concerned to clarify the issue and a written response will be required.

C. How Fees Will Be Set: We charge a standard flat fee of \$600 per QDRO for the services outlined in section A above. For Federal and Military plans, we charge a flat fee of \$600. Please refer to our Fee Schedule at the end of this Agreement for more information on our fees.

If the parties are sharing the cost of our services, we do require payment in full from both parties in order to begin work. If payment is received from one party, the other party has 30 days in which to pay their share of our QDRO fee, or else we will refund the paying party and refuse to take on the QDRO work. The paying party has the option to pay the other party's fee, if they so chose, within the 30 days.

Discount for Multiple QDROs: When we are asked to prepare a 2nd QDRO for the same case, the fee is discounted to \$500 for the 2nd QDRO. (i.e. Pension QDRO and 401(k) QDRO would total \$1,100). Additional QDROs that are needed after the 2nd QDRO will carry a fee of \$400 per each additional QDRO. (i.e. Pension QDRO and two 401(k) QDROs would total \$1,500).

Rush Fee: If you need your QDRO rushed (assuming we have all the required information under Section A above) we will provide a 48-hour turnaround on our QDRO drafting for an additional \$100 Rush Fee per QDRO which is to be rushed. This rush service only pertains to the preparation of the QDRO documents. This **does not** cover the Plan's review process, the time it takes the Court to sign and certify the QDRO or the time it takes the Plan to implement the approved QDRO. Under certain circumstances this Rush Service may not be available.

D. Payment of Fees: You agree to pay the applicable Fee in advance. You agree that the Fee is **nonrefundable** ("Minimum Fee"). You agree that our obligation to render the Services does not begin until we receive the Minimum Fee and approval of the terms of the Fee Agreement from you. You agree that we have no obligation to render the services until we receive all the necessary information and payment requested by us.

E. Termination: You may terminate this Agreement at any time, with or without cause, by written notification to Toxby & Associates, Inc. If such termination occurs, your papers and property will be destroyed/shredded/deleted promptly. Toxby & Associates, Inc.'s own files pertaining to the case will be retained. Your termination of the Services does not affect your responsibility for payment for the Services rendered before termination. The "Minimum Fee" is non-refundable.

Toxby & Associates, Inc. reserves the right to decline or discontinue the Services for such things as non-payment of fees, conduct which renders it unreasonably difficult to carry out the engagement effectively, failure to provide information within a reasonable time or conflict of interest. Toxby & Associates, Inc. will immediately give you written notice via email that we have discontinued the Services.

F. Circulation of Final QDRO: Once we have the pre-approval from the retirement plan and/or have emailed out the final QDRO, our Services will be complete. In the event that you need any changes to the QDRO after the circulation of the final QDRO, we reserve the right to charge our hourly rate (\$200/hr) for any modifications to the QDRO. For example, if the parties had us draft a QDRO for a 50/50 split and the parties subsequently change the terms of division to a flat dollar assignment which requires another review by the Plan Administrator, we will charge our hourly rate to amend the QDRO and to resubmit it to the Plan Administrator for another review.

G. Retention of Information: The information (Court documents, statements, etc.) provided to our offices to prepare the QDRO(s) shall be retained for a period of no longer than three (3) years from the initial engagement of our services, after which it will be destroyed by our professional document shredding service at our discretion. Should you require additional work after the 3-year period you may need to re-submit your documentation for this purpose. Digital copies of our actual work performed (e.g. the QDRO) will be available past the 3-year period.

H. Appointments: Although you can drop off your paperwork and documents at our Lakewood office, in order to keep our fees modest, we have a virtual office in Lakewood and do not schedule face to face appointments with clients. We interact with our clients via the phone and email, and Mr. Toxby is available to participate on conference calls with the parties and/or their attorneys to discuss QDRO issues.

I. Entire Agreement: The Fee Agreement represents the entire agreement for all periods during which Toxby & Associates, Inc. renders the services. Any representations, whether orally or in writing, which is not stated in this Fee Agreement, will have no effect. If any term of this Fee Agreement is invalid, the remaining terms shall continue in full force and effect.

J. Executions of Agreement: By signing this Fee Agreement you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Fee Agreement. You agree that you have freely and voluntarily entered into the Fee Agreement with the full understanding of the legal ramifications contained in this Agreement.

Dated: _____

Signature: _____

Print Name: _____

FEE SCHEDULE

Qualified Domestic Relations Orders (QDRO)

<input type="checkbox"/> Defined Contribution Plans (401(k), 403(b), 457 Plans, etc.)	\$600
<input type="checkbox"/> Defined Benefit Plans (Pension Plans, Cash Balance Plans, etc.)	\$600
<input type="checkbox"/> IRA Domestic Relations Order	\$600

Federal Retirement Systems and Military Plans

<input type="checkbox"/> Military, Coast Guard and Reservist Plans	\$600
<input type="checkbox"/> CSRS and FERS	\$600
<input type="checkbox"/> Federal Thrift Savings Plan (TSP)	\$400
<input type="checkbox"/> Tier II Railroad Retirement Benefits	\$600

Public and State Sponsored Plans

<input type="checkbox"/> Public Employee Plans (CalPERS, ASRS, etc.)	\$600
<input type="checkbox"/> Teacher's and University Retirement Systems	\$600
<input type="checkbox"/> City and County Employee Plans	\$600
<input type="checkbox"/> Colorado PERA and FPPA (<u>Required DRO Format</u>)	\$400

Multiple QDRO Discount

- 2nd QDRO for same case is \$500
(i.e. Pension QDRO and 401(k) QDRO would total \$1,100)
- 3rd QDRO and each additional QDRO is \$400
(i.e. Pension QDRO and two 401(k) QDROs would total \$1,500)