Toxby & Associates, Inc.

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QDRO 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 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 10 business days (approx. 2 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.

- We charge flat fees for our QDRO services. That means there are no additional hourly costs, mailing costs, phone costs, etc., related to our work and our fee covers all the necessary revisions the Retirement Plan Administrator may require to achieve acceptance of the QDRO.

- ***SPECIAL NOTICE TO CALIFORNIA CLIENTS:*** In order for you to utilize our QDRO services, you must have an attorney on retainer and we are required to copy your attorney on the QDRO and all correspondence related to the QDRO. Please call us with any questions on this requirement.

- Questions? We are here to help! Please feel free to e-mail our Team:

  Tom Toxby: **thomas@qdrospecialist.com**

  Sabrina Muroya: **sabrina@qdrospecialist.com**

  Tracy Lyon: **tracy@qdrospecialist.com**

QDRO 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 Fee Agreement. Please retain a copy of this Fee 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 / Marital Settlement Agreement or Final Judgment of Divorce (Court document which makes the award of the retirement plan)
- ☐ A completed copy of our QDRO information form (including any retirement plan statements)
- ☐ A 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 10 business days) of receiving all the requirements listed above. 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.

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**.** We will supply a letter on instruction 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. 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 Marital Settlement Agreement and/or Final Judgment of Dissolution. If the Agreement is unclear and/or silent on an issue, a letter or e-mail will be sent to all parties to clarify the issue and a written response will be required.

C. How Fees Will Be Set: We charge a flat fee of $500 per QDRO for the services outlined in section A above, which is subject to revision from time to time. For Federal and Military plans we charge a flat fee of $500. Please refer to our Fee Schedule on our website 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.

Discount for Multiple QDROs: When we are asked to prepare two QDROs, we will discount our total fee by 10%. (i.e. Pension QDRO and 401(k) QDRO would total $900). When we are asked to prepare three or more QDROs, a 20% discount to our total fee would apply.

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.

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 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 returned to you 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 that we have discontinued the Services.

F. 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.

G. 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: _____