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## QDRO PROFESSIONALS, LLC FEE AGREEMENT

### A. Scope of Services

The services included in our fee are as follows:

1. Initial Consultation (if necessary).
2. Contacting the Plan Administrator to request Plan documents.
3. Drafting the QDRO and/or IRA Letter of Instruction/Acceptance/Authorization.
4. Pre-Approval process: Send drafted QDRO to Plan for pre-approval.
5. Revisions (if necessary).
6. Electronic Delivery of QDRO to parties and their attorneys for review and signature.
7. Delivery of QDRO to the Court for signature and filing or delivery to one of the parties' attorneys for submission to the Court and final submission to the Plan Administrator for final acceptance.
8. Submission of a certified QDRO to the Plan Administrator for final acceptance.

Our services **DO NOT** include:

- (a) Calculating the amount owed to either party by way of plan comparison;
  - i. The Final Order/Agreement should specifically state the value (\$ amount or % as of a particular date) to be divided. If the Final Order and Agreement requires some calculation, valuation, or offset, there will be an additional fee incurred based on an hourly rate of \$250 per hour.
- (b) Giving legal advice to either party (unless hired by one party solely);
- (c) Giving financial advice to either party;
- (d) Giving tax advice to either party;
- (e) Filing any RTSC or enforcement action if one party refuses to sign or cooperate.

**\*\*Any service that is not listed in Section A (Scope of Services) will be billed at an hourly rate of \$250 per hour. Parties will be notified of this additional expense and must agree prior to it being incurred.**

Once the Court has entered an Agreement or Final Order, QDRO Professionals cannot renegotiate or reword the directions for division of the retirement asset. Beforehand, QDRO Professionals can provide an Attorney with information regarding provisions to consider and include in future Final Orders or Agreements. If there is an ambiguity in any Agreement or Final Order that is required to be addressed in the QDRO, and the ambiguity can be resolved by obtaining written agreement from the Participant and Alternate Payee, then QDRO Professionals may submit a "letter of agreement" to the parties requesting their consent to such interpretation for an additional fee of \$250.00. If the parties do not or cannot agree, then they will need to revise their Agreement and/or Final Order and submit it for court approval before the QDRO draft can be completed.

It is the Attorney and/or client's responsibility to review and sign the QDRO draft prior to submission to the Court for signature and filing. By signing the QDRO, each party affirms that they have read and understand the provisions set forth therein and confirm that all information contained in the QDRO is true and accurate.

This fee agreement and use of our services does not create an attorney-client relationship. QDRO Professionals' job is to draft your QDRO or IRA Letter of Instruction/Acceptance/Authorization in accordance with the Agreement or Final Order provided. You should consult with an attorney to review the drafted QDRO or Letter of Instruction/Acceptance/Authorization that is prepared. **You should first consult with your attorney and/or a tax professional to explore any tax consequences or penalties you may be responsible for regarding the transfer of assets via QDRO or IRA Transfer pursuant to a divorce.**

## **B. Fees**

QDRO Professionals charges a flat rate fee of \$800 to prepare a QDRO. For any additional QDROs, we charge a discounted rate of \$650. We charge a flat rate fee of \$350 for IRA Letters of Instruction and/or Letters of Acceptance and/or Letters of Authorization. We accept payment in the form of cash or check made payable to QDRO Professionals, LLC. We also accept payment by debit or credit card, but also charge a processing fee of 3.5% for such cards. We charge an hourly fee of \$250 per hour to assist in helping attorneys and parties with agreement and/or final order language. QDRO Professionals' fees are earned immediately and not subject to refund after the drafting process begins.

Please note that in accordance with the Department of Labor Field Assistance Bulletin 2003-3 and the Plan's QDRO Approval Guidelines and Procedures, **the Plan may charge an order review fee to the Participant and/or Alternate Payee.** This additional charge from the Plan is not covered in the \$750 flat fee to QDRO Professionals. QDRO Professionals is not responsible for any additional fees charged by the Plan, and the Alternate Payee and Participant agree to hold QDRO Professionals harmless for any such fees.

In the event your QDRO file is closed for any of the reasons listed in Paragraph D. There is a \$250 fee to reopen your file.

**C. Process**

QDRO Professionals will work expeditiously to provide you and/or your attorney with a draft of the QDRO within a timely manner after receipt of full payment and the required documentation. Any delays by the Plan Administrator during the pre-approval and final approval process may cause setbacks, which could delay the QDRO process. Any and all delays will be communicated to you, and we will work to expedite the pre-approval and final acceptance of the QDRO. The final acceptance, processing, and distribution of assets vary in time based on the Plan and its Administrators, as well as the parties' cooperation. QDRO Professionals cannot guarantee the time frame it may take to complete the full approval process.

**D. Termination**

QDRO Professionals reserves the right to decline or discontinue our services for any of the following reasons (with no refund if work has already begun):

1. Conflict of Interest;
2. Nonpayment of fees;
3. Failure to provide information (including but not limited to: plan information, account information, and/or signatures) requested in a timely manner (timely manner =30 days); or
4. Client conduct, which renders it unreasonably difficult to fulfill our obligations under this Fee Agreement.

In the event of termination of services, QDRO Professionals will provide the parties and their attorneys' a PDF of the drafted QDRO, if the QDRO has already been drafted.

I have read the above agreement, understand, and agree to the above terms:

\_\_\_\_\_  
Party requesting QDRO

OR

\_\_\_\_\_  
Attorney requesting QDRO

Date: \_\_\_\_\_