

## QDRO Services and Fee Agreement

I appreciate the opportunity to assist you with the preparation of the division of your retirement plan pursuant to your divorce. To ensure a complete understanding between us, we set forth in this letter the pertinent information about the services we will render for you. We also ask that you confirm your understanding of, and agreement with, our arrangement and the terms of this engagement by signing and returning this Agreement. Please retain a copy of this Agreement for your records.

### Scope of Services

You are retaining Steve McBride LLC (t/a McBride QDRO Services) to prepare one or more domestic relations order to divide or transfer retirement funds between former spouses. For ERISA qualified plans, these are called “Qualified Domestic Relations Orders” (QDRO). For other plans, such as IRAs or for government plans, they go by different names, but we will refer to all of them in this agreement as QDROs.

We will prepare the appropriate documentation for the division based on your agreements and/or order of the Court. If your separation agreement is not clear, we will ask all parties for written clarification. We will provide the Court Orders to you and your former spouse (and your attorneys, if applicable) for initial review before we send it to the Plan for pre-approval (if allowed by the plan). Once it is pre-approved, we will provide it for your signature and filing with the Court. **Once the Court has approved it, it is your responsibility to send the original or Court-certified copies to the plan administrators for execution and to complete any other paperwork they require for distribution of funds.**

In the event that the Order is rejected by the Plan, we will make appropriate corrections free of charge.

I am not an attorney and cannot offer legal advice nor file your QDRO with the Court. QDROs will be drafted per your court order. If there is a lack of clarity of what is intended, I will contact all the parties for clarification in writing.

### Information Required

You agree to provide the information we need to prepare your Court Order. This information will be provided via email, fax or mail service. (If you want an appointment to drop off your documents, you must arrange this in advance.) The information we need includes:

1. Both of your names, current mailing addresses, dates of birth, social security numbers, phone numbers and email addresses.
2. Contact information for your attorneys.
3. The Name of the Court and its address where your petition is filed and your case number (and court room and division number where applicable).
4. Your date of marriage and date of divorce (or expected date of divorce).
5. A copy of your separation agreement or court order specifying how the retirement plan is to be divided.
6. A copy of a retirement plan statement clearing showing the name of the plan, the name and address of the Participant, the account number, and any outstanding loans.

## QDRO Services and Fee Agreement

7. For pension plans, we also will need the date when the Participant started contributing to the Plan (often, but not always, the date of employment), and the date the Participant ended his/her participation in the plan. For many pension plans, we will need a statement from the employer showing the number of months of service credit that had been earned during employment. We also need to know whether the Participant is currently taking benefits and if so, has the Participant elected survivor benefits for the Alternate Payee.

Additional information may be required.

### **Fees, Credit and Billing Policies**

It is understood that Steve McBride LLC has been retained for this engagement by you and that you are liable for our fees.

We require that our QDRO drafting fees be paid **prior to us starting work on your QDRO**. Our fee is \$500 flat fee per defined benefit plan (eg pension) and \$350 for each defined contribution plan (eg 401(k), 403(b) etc) and all Colorado PERA plans. We offer a 10% discount on additional QDROs after the first one, of the same or lesser cost if requested to be prepared at the same time

Occasionally, parties need additional consulting work if they have not fully agreed the terms of their agreement regarding their retirement plans. In these cases, my hourly consulting rate is \$200/hour. If courier/overnight shipping is required, this is charged at cost.

I will send you an invoice/receipt separately. All invoices are due and payable upon presentation. Payment may be made by check, money order, debit card or credit card. After 30 days, a finance charge is assessed on unpaid balances at the rate of one and one-half percent (1.5%) per month, compounded monthly (nominal rate of 18 percent and effective rate of 19.56 percent per annum).

Unless you advise us to the contrary within 45 days of receipt of our invoice, you agree that the services rendered were satisfactory.

Please note that many plans charge a fee for reviewing and executing QDROs. These will be charged to you directly by the Plan and are usually taken out of the balance of the Plan.

### **Binding Arbitration**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration, in Denver, Colorado, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction hereof. It is agreed that, in the event of arbitration, the parties will keep the proceedings and results confidential, except as required by law or reasonable business necessity.

### **Your Understanding and Agreement**

Please sign and return this Agreement to us at your earliest convenience. By signing this Agreement, you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Agreement. You agree that if any term of this Agreement is invalid, the remaining terms shall continue in full force and effect. If you have any questions, including any pertaining to the contents of this Agreement, please do not hesitate to call us.

For more information, call 303 867 1400 or email at [steve@mcbrideqdroservices.com](mailto:steve@mcbrideqdroservices.com).

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## Signatures

### Parties:

Petitioner:

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

Print Name: \_\_\_\_\_

Print Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Respondent/Co-Petitioner:

Print Name: \_\_\_\_\_

Print Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### Attorneys:

For the Petitioner:

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

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_  
\_\_\_\_\_

Print Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

# QDRO Services and Fee Agreement

For the Respondent/Co-Petitioner:

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

Print Name: \_\_\_\_\_

Print Address:

\_\_\_\_\_

\_\_\_\_\_

Print Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_