

GREGG L. KABACINSKI & ASSOCIATES

ACTUARIAL AND FINANCIAL CONSULTANTS

1530 ROCHESTER ROAD

ROYAL OAK, MICHIGAN 48067

TELEPHONE
(248) 545-5200

FAX
(248) 545-8312

RETAINER AGREEMENT

1. I, _____, Attorney at Law (hereinafter "Attorney"), hereby retain Gregg L. Kabacinski & Associates (hereinafter "QDRO Consultant") to provide actuarial and financial consulting services on behalf of my client, _____ (hereinafter "Client").

2. Fee Schedule:
- a. Draft one QDRO, EDRO or DRO \$500*^e
 - b. Review one QDRO, EDRO or DRO drafted by another party \$300^e
 - c. Pension valuations:
 - normal retirement \$400^e
 - additional early retirement age \$100^e
 - income tax calculations \$100^e
 - d. Other services (e.g. telephone consultations, letters, meetings, court appearances, travel, etc.) are billed at the following hourly rates: actuary \$240; actuarial assistant \$180; QDRO analyst \$120; and administrative/clerical \$60.

* This flat fee includes necessary and reasonable consultations with Attorney and Client, and any revisions required by a plan administrator. Additional orders in the same case are \$400 each.

@ The Attorney and/or Client will be advised (and their written consent will be required) before we provide any additional services that are not included in the above flat fees.

3. Requested Services:
The Attorney and/or Client request the following services (hereinafter "Requested Services") which will be billed at the rates specified in section 2 of this agreement (please continue on the back of this page or a separate page if more space is needed):

4. QDRO Consultant agrees:
- a. To provide the above Requested Services to the Attorney and/or Client listed above.
 - b. To make any revisions which may be required by a plan administrator to a QDRO, EDRO or DRO provided by QDRO Consultant as part of the above Requested Services. There will be no additional charge by QDRO Consultant for such revisions, if we are provided written notice of such revisions within one year of the date we provide the Requested Services.
 - c. To attempt to obtain any QDRO procedures and model language which may be necessary to provide the Requested Services.

- d. To keep Attorney and/or Client informed of the progress of the Requested Services and any additional information needed to provide the Requested Services.
- e. To follow Attorney's and/or Client's written instructions as to who may be contacted and for what purpose.

5. Attorney and Client agree:

- a. Attorney and Client understand and agree that QDRO Consultant is not an attorney and cannot provide legal advice. However, QDRO Consultant is being retained by Attorney and/or Client to provide actuarial and financial consulting services, and as such, QDRO Consultant will research, provide information and provide suggested language for DRO(s) as requested or agreed to by Attorney and/or Client.
- b. To keep QDRO Consultant informed in a timely manner of all developments in this matter that relate to any Requested Services and to notify QDRO Consultant in writing of all filing dates and deadlines related to the Requested Services.
- c. To promptly provide applicable retainer, the name(s) of the plan(s) to be divided, the divorce judgment, and any other information requested by QDRO Consultant.
- d. Client agrees to sign and date the enclosed AUTHORIZATION FOR RELEASE OF INFORMATION.**
- e. If the Plan Administrator will not provide information to QDRO Consultant pursuant to the enclosed AUTHORIZATION FOR RELEASE OF INFORMATION then Client agrees to promptly request, and Attorney agrees to promptly subpoena, any information requested of them by QDRO Consultant for completion of the above Requested Services.
- f. To promptly review any DRO(s), execute any DRO(s), enter any DRO(s) in court, send any DRO(s) to the plan administrator for formal qualification, and promptly provide QDRO Consultant a copy of any notice by a plan administrator that any DRO(s) have been rejected by the plan administrator.
- g. The following parties are responsible for QDRO Consultant's fees in the following proportions:

Plaintiff	_____	%
Defendant	_____	%
Plaintiff's Attorney	_____	%
Defendant's Attorney	_____	%
- h. Invoice amounts are due upon receipt and payable by the following methods: personal check, business check, money order, cashier's check or cash.
- i. A late payment charge of 1.5% per month, plus collection costs, will be assessed on any balance sent to collections.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ABOVE:

Attorney

Date

Client

Date

QDRO Consultant

Date