

Matthew Lundy Law

QDRO Law

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Offices in:
Atlanta, Georgia
Cherry Hill, New Jersey
Coral Springs, Florida
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January 8, 2023

INSTRUCTIONS:

1. Please review the terms of engagement on pages 1-5, and sign on page 5.
2. Please complete the credit card form on page 6, if applicable.
3. Please review and complete the information forms on pages 7-10 to the best of your ability.
4. Please initial all pages, and once completed, please return by email or securely upload to our website.

TERMS OF ENGAGEMENT

1. Scope of Engagement: This letter outlines your engagement of Matthew Lundy Law ("MLL" or "we" or "us") to execute the division of one or more retirement accounts, which may include preparing settlement agreement language, an application for direct payment, and/or drafting and seeking plan approval of one or more Qualified Domestic Relations Order(s) or similar order(s), including but not limited to orders for the division of government and military retirement plans (collectively referred to herein as "QDROs"). THIS ENGAGEMENT DOES NOT INCLUDE ANY OTHER MARITAL/FAMILY LAW LITIGATION, APPEAL, APPEARANCES IN COURT, RETIREMENT ACCOUNT VALUATION, FINANCIAL PLANNING, DRAFTING, TAX ADVICE OR OTHER SERVICES THAT ARE NOT SPECIFICALLY AND EXPRESSLY DESCRIBED IN THE PRECEDING SENTENCE, unless and until we agree to amend this engagement letter or execute a new engagement letter that sets forth an appropriate fee for such other services. Further, you acknowledge that our actions are executory, and that we in no way "represent" any party in a family law matter by virtue of this engagement.

This engagement pertains exclusively to the following retirement asset(s):

i. Genesis Care 401(k) Plan

Account # ending 0240
Merrill Lynch


Initials

Matthew Lundy Law

QDRO Law

2. **Fees and Retainers:** You shall pay to us a non-refundable flat fee (the "Flat Fee") in the amount of \$900.00 (divided 50/50 between the parties) for the services described above. You understand that this engagement does not include any testimony and/or appearance at any hearing or deposition or any other proceeding, and to the extent that such appearance and/or testimony is required, you agree to pay an additional retainer, to be agreed upon later.

3. **Additional Costs Charged by Plans:** By signing this engagement letter, you acknowledge that many retirement plans charge special fees for processing and reviewing Domestic Relations Orders. These fees are usually deducted directly from the account(s) to be divided, without penalty to either party. You further acknowledge that you (or if you are an attorney, then your client) and/or the other party will be 100% responsible for paying these fees, and MLL will not contribute whatsoever to any such fees.

4. **Termination of Work:** We may terminate your case and then cease performing services on your behalf if, among other things: you do not reimburse us within ten days of a request for any cost or expense we paid on your behalf, irreconcilable differences arise between us, you misrepresent or fail to disclose to us material facts relating to your case. If necessary, you agree to sign a Stipulated Order of Withdrawal, which we will file with the Court. If we attempt to contact you and you do not respond to us, including attempts to obtain the necessary documents to complete your matter, we reserve the right to close your file and ask for a re-opening fee of \$500.00.

5. **Method of Payment:** You agree to pay any money you owe to MLL in cash, by credit card or by check. You acknowledge that if you pay us by check, then we will not begin working on this matter until such check clears. We will not begin working until we have received the entire retain due.

6. **No Guarantees:** We cannot and do not guarantee any results of our work, beyond preparing the paperwork required to execute on the division of the plan(s) in your case. You acknowledge that an order drafted pursuant to this engagement letter must reflect the terms of your settlement agreement and/or final judgment, decree or order, and we cannot obtain a result for you that is not otherwise provided to you in one of the aforementioned documents. We will provide you with an opportunity to review a draft of the order(s). It is your responsibility to ask questions regarding the order(s) when we provide you with the draft to the extent necessary to clarify the meaning of the language in the order(s) and results that will likely be obtained, or to advise of anything that you believe is missing from the order. Further, if your agreement or final judgment does not include survivor benefits, you understand we may not be able to include them in the order that we prepare. It is always to your benefit to contact us prior to settling or trying your case to discuss the specific language that should be used in your settlement agreement and/or final judgments. Further, you acknowledge that a retirement plan is an independent third



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Matthew Lundy Law

QDRO Law

party with its own interests, and we cannot require them to enforce any order, and that additional litigation, although infrequent, may be necessary to obtain compliance on behalf of a retirement plan.

7. **Necessary Information:** You acknowledge that we cannot begin work until we receive certain biographical and employment information, and that any delay caused by a failure to provide us with same cannot be held against us. Further, you are responsible for providing us with the documents necessary to properly identify the account being divided upon request, including but not limited to Plan Documents, a Summary Plan Description, and an account statement. We will not engage in any discovery requests on your behalf that are not specifically identified in this engagement letter. Further, if the administration of a QDRO under this engagement requires obtaining a certified copy of any orders other than the QDRO itself, then you will bear direct responsibility for obtaining and paying for such certified copy(ies).

8. **Entire Agreement; No Oral Modifications:** This engagement letter contains the entire understanding between us and may not be modified or amended unless it is modified or amended in a writing that we both sign.

9. **Qualification and Administration of Orders:** You acknowledge that the qualification of an order drafted pursuant to this engagement letter will require the approval of a third party administrator, who may take several weeks or months to complete the qualification and/or administration process, and may also require multiple drafts of orders to satisfy their particular plan requirements. You also acknowledge that our job is complete once the order(s) has/have been qualified and entered by the Court, and that any delay in your receipt of money due to the actions or inactions of any third party or entity cannot be held against us and we cannot be held liable for same.

10. **Completion of Services:** Retirement plans are under no obligation to communicate directly with our offices regarding the completion/approval of the orders that we submit to them. Many plans will not give us any information related to the completion of the orders that we submit to them, even if we follow-up with them by phone and/or in writing. Accordingly, our work under this engagement is complete upon submission of the appropriate documents to the plan for administration. This includes submitting application paperwork to the military. We may, as a courtesy to you and without obligating ourselves to do so, follow-up with the plans for up to six (6) months following submission of the appropriate documents to the plan. If you require financial advice as to any distributions, we are happy to provide you with the name of a financial professional upon request. Further, you are responsible for communicating directly with the plan regarding questions that you have related to their calculations and whether the benefits that you expect to be in place are in fact in place following the submission of the order to them.


Initials

Matthew Lundy Law

QDRO Law

11. Limitation of Flat Fee Services; Additional Fees: It is our goal to complete the services described in this engagement letter for the flat fee included above. It is important for you to understand our limited role in your case, and that we cannot answer questions related to any issues in your case that are not directly related to our engagement. By signing this engagement letter, you acknowledge that we have advised you that it may take several months to complete this process, during which time we may be waiting on third parties such as the Court, the Clerk of Court, the U.S. Postal Service, and/or the retirement plan in question to respond to us. We understand that this can be frustrating, and we do everything that we can to follow-up with these parties to move your matter forward as quickly as possible. Accordingly, we will copy you and/or your attorney on our correspondences to the judge and the retirement plan(s) to keep you fully apprised as to the status of your case. You are hereby advised that it is not uncommon for several weeks or months to go by without word from the court, the clerk, and/or a retirement plan. Our flat fee does not include any amount of time speaking with you over the phone and/or responding to your emails, including calling us to follow-up as to the status of your case. If you contact us during your case, you will be billed for all time spent on the phone with our attorneys and/or paralegals. Our attorneys bill in six-minute increments at \$500.00 per hour, and our paralegals bill in six-minute increments at \$150.00 per hour, so please be cautious in calling us to ask questions that may otherwise be answered without calling us. All calls with our office will require prior scheduling and an additional fee to cover one hour of our time. You hereby agree that we may charge your credit card that you provide to us for all such time spent responding to you, after first providing you with a copy of an invoice for such time and giving you a chance to review the same.

12. No Accounting Services: We are not an accounting service, and we will not calculate the marital portions or values of pensions or accounts for you, unless we specifically agree to do so in writing in either this letter or a subsequent engagement letter. The parties are solely responsible for coming to an agreement over the value of accounts and the portions of such accounts to be divided. If your agreement requires the determination of a marital versus a non-marital portion, you are responsible for providing us with information sufficient to establish that non-marital portion.

13. Role as Neutral: If the Court and/or your settlement agreement requires that we be retained as jointly and/or as a neutral, you acknowledge that you are engaging our firm to act as a neutral for you and the other party, and you agree that nothing that you tell us will be privileged to the extent that we cannot share it with the other party, and that we cannot render any legal advice to you pursuant to this engagement that we cannot share with the opposing party. Further, you expressly and knowingly waive any conflict of interest that may arise out of our work for you and the other party in this matter. You further acknowledge that you have represented to us that you are represented by independent legal counsel and that we may refer you back to them in the



Initials

Matthew Lundy Law

QDRO Law

case of a conflict between the parties. Further, you understand that our office is acting as an executor of an underlying agreement and/or final judgment, and we do not advocate for one side or the other. Therefore, if you have a conflict, you must retain a litigator or pursue your interests in court pro se. Further, we will need litigate with the retirement plan itself, and you acknowledge that we are subject to the rules of the plan.

14. Documents Provided: We do not keep hard copies of any documents provided to us. Certified copies of any documents provided to us will either be submitted to the plan, or if it is not required that such documents be submitted to the plan, then we will scan these documents and shred the originals. Please do not supply any original documents to us that you wish to have returned to you.

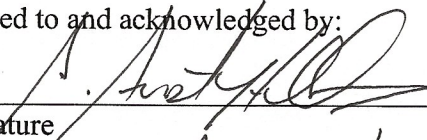
15. Necessity of QDRO(s) or Similar Order(s): Not all retirement plans accept or require a QDRO or similar order to divide. Specifically, many non-qualified plans and individual retirement accounts will not require nor accept a QDRO to divide them. You are responsible for confirming with your attorney, your former spouse or co-parent, and/or the plan whether a QDRO or similar is necessary prior to engaging our firm to prepare the same.

16. Time Limitation on Forms: Our rates are subject to change. In the event that you do not complete these forms and return them to us within 60 days of us providing them to you, we reserve the right to change the rate offered in these terms of engagement.

Your signature below constitutes your agreement to the terms of this letter. If you have any questions, please give us a call.


Sincerely,
MATTHEW LUNDY LAW

Agreed to and acknowledged by:


Signature

George Austin Hill
Print Name

Date: 1/10/23


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