

Matthew Lundy Law

QDRO Law

POTENTIAL CLIENT INFORMATION FORM

Please fill this out to the best of your ability and return it to us. If you are unable to fill in any portion, please leave it blank and we will contact you if we have any questions. Please do not provide us with any contact information that you do not wish for us to use in contacting you.

1. Information about the Plan Participant (the person to whom the account that is being divided belongs):

Name: Eduardo J. Castañer

Address: 2913 Gulf Drive
Orlando, FL 32806

Email Address: First-phantom@yahoo.com

Telephone Number: 407-925-6884

Social Security Number: 232-23-0623 Date of Birth: 12/06/67

Name of Employer: DAVISON Publishing

Name of Attorney, if any, and email address: _____

2. Information about the Alternate Payee (Plan Participant's Spouse, Former Spouse or child; this is the person who will receive a portion of the participant's retirement plan):

Name: _____

Address: _____

Social Security Number: _____ - _____ - _____ Date of Birth: ____/____/____

Email Address: _____

Telephone Number: _____

Name of Attorney, if any, and email address: _____

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Official Name(s) of Plan(s): _____

Participant's Account Number (if known): _____

Date Participant Began Accruing Benefit in Plan: _____

Plan 4

Company Name: _____

Address: _____

Phone: (_____) _____ Contact: _____

Fax: (_____) _____ Email: _____

Official Name(s) of Plan(s): _____

Participant's Account Number (if known): _____

Date Participant Began Accruing Benefit in Plan: _____

Date Participant Retired and Began Receiving Money from Plan: _____

Plan 5

Company Name: _____

Address: _____

Phone: (_____) _____ Contact: _____

Fax: (_____) _____ Email: _____

Official Name(s) of Plan(s): _____

Participant's Account Number (if known): _____

Date Participant Began Accruing Benefit in Plan: _____

Date Participant Retired and Began Receiving Money from Plan: _____

Plan 6

Company Name: _____

Address: _____

Phone: (_____) _____ Contact: _____

Fax: (_____) _____ Email: _____

Official Name(s) of Plan(s): _____

Participant's Account Number (if known): _____

Date Participant Began Accruing Benefit in Plan: _____

Date Participant Retired and Began Receiving Money from Plan: _____

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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”). By making the payment outlined on page 1, you hereby agree to these terms of engagement. 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.

2. **Fees and Retainers:** You shall pay to us a non-refundable flat fee (the “Flat Fee”) set forth on page 1 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

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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.

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.

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Process and Timeline for Completion of QDROs

Generally, there is no guarantee as to how long the process of dividing a retirement account will take. This is because we cannot guarantee how quickly the other parties involved in this process will respond. The process begins when we receive all requested paperwork and payment. Once received, we generally prepare any documents (draft orders, letters, forms, etc.) within five (5) business days. At that point, we forward the draft order to our client(s) and to the plan administrator for review (if the plan is willing to review an order before it is signed by the court, which is not always the case). If the Plan has a pre-approval process, it will *generally* take between three (3) and eight (8) weeks for the order to be reviewed (but it can always take longer).

When the plan responds, they will advise as to whether the order is approved, or if changes should be made to accommodate the plan administrator's guidelines. If the plan requires changes, those changes are made within one business day of receipt of that letter. The order is then submitted to the court to obtain the judge's signature. Judges can take anywhere from two (2) to twelve (12) weeks to sign an order, depending on how busy their docket may be.

Once the court signs the order, we obtain a certified copy by U.S. mail. This can take anywhere from two (2) to six (6) weeks, depending on how busy the clerk may be. It can also take longer if the U.S. postal service or the clerk is running behind. You are always free to go to the courthouse to obtain the certified copy and mail or hand deliver it to us yourself. You are not obligated to do this, but in the event you wish to expedite the process, this may save several weeks.

The certified copy of the order is then submitted to the plan for final administration. At the end of final administration, the parties are generally notified in writing of the plan's final decision, including how the recipient spouse can claim their benefits under the retirement plan. At this point, our work is concluded. The final administration process varies in length depending on who the plan administrator is, and their process for handling the orders. If the plan administrator is a private sector employer, we estimate three (3) to eight (8) weeks for administration. If the plan administrator is the military or the thrift savings plan, or a state or county government, we estimate eight (8) to sixteen (16) weeks. If the plan administrator is the office of personnel management or another branch of the federal government, we estimate six (6) to forty-eight (48) *months*. Again, it can and sometimes does take longer. If you are concerned about the length of time the process is taking, you should contact the plan directly, although you are by no means obligated to do so.

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