

# Matthew Lundy Law

## QDRO Law

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

### INSTRUCTIONS:

1. Please review the terms of engagement and timeline on pages 6 through 12 of this document.
2. Please make payment through our website at: Matthew Lundy Law--QDRO Law Payment Portal in the amount specified on this page, by either credit card or electronic check.
3. Please review and complete the information forms on pages 2-5 to the best of your ability. If you are unsure about anything, or it is not pertinent to your case, please leave it blank. We will contact you if we need anything that is missing.
4. Please initial all pages, and once completed, please return by email to Info@MLundyLaw.com or securely upload to our website here: Matthew Lundy Law--QDRO Law Document Upload

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

- i. Simmons Boardman Publishing 401(k) Plan \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- v. \_\_\_\_\_
- vi. \_\_\_\_\_

The cost to proceed is \$ 950.00, plus a 3% credit card fee if you are paying by credit card. If you would like to pay by check, you can pay by eCheck in our payment portal. Please do not mail us a check. By submitting your payment, you hereby agree to our terms of engagement.

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### 3. Case Information

County and State in which case is pending: Orange County, Florida  
Date of Marriage: 03 / 31 / 2016  
Date of Separation: 03 / 31 / 2023  
Date of Filing of Case: 06 / 08 / 2023  
Date of Settlement Agreement: 06 / 08 / 2023  
Date of Final Judgment: 06 / 08 / 2023  
Date that Plan Participant Began Plan Participation: 06 / 29 / 2006

### 4. Plan Information (please only provide information for the plans listed on page 1 of the engagement letter):

#### Plan 1

Company Name: Simmons Boardman Publishing Co. LLC.  
Address: 1809 Capitol Avenue Omaha, NE 68102

Phone: (212) 620-7200 Contact: Human Resources

Fax: ( ) Email:

Official Name(s) of Plan(s): Simmons Boardman Publishing 401(k) Plan

Participant's Account Number (if known):

Date Participant Began Accruing Benefit in Plan: 06 / 29 / 2006

Date Participant Retired and Began Receiving Money from Plan:

#### Plan 2

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 3

Company Name:

Address:

Phone: ( ) Contact:

Fax: ( ) Email:

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If the Member was/is in the military and we are dividing a military pension, please answer the following:

1. What was the member's date of initial entry into military service? \_\_\_\_\_
2. What was the member's date of retirement, if any? \_\_\_\_\_
3. Was the member a reservist or active member of the military? \_\_\_\_\_
4. Which branch of the military was/is the member in? \_\_\_\_\_
5. If the member is retired, did they elect survivor benefit coverage for the non-member? \_\_\_\_\_
6. If survivor benefits have been elected, do you wish to keep them in place?
7. If the member is active duty or active duty reserve, please provide the following:
  - a. Average High-3 as of date of filing for divorce: \_\_\_\_\_
  - b. Average High-3 as of date of settlement agreement: \_\_\_\_\_
  - c. Average High-3 as of date of final judgment: \_\_\_\_\_

**\*\*\*If survivor benefit plan coverage related to a military pension must be secured in your case, then you are hereby advised that you have one year to secure such coverage following your divorce, after which time such SBP shall be waived.**

5. Please mark an "X" next to each item that you have in your possession, and provide us with a copy of it:

Final Judgment or other order entitling you to a QDRO

Settlement Agreement, if not part of your Final Judgment

Summary Plan Description

Statements for the account(s) for which you are seeking a QDRO

6. If you are dividing a military or federal government pension, you must obtain a certified copy of your final judgment and provide it to us so that we can complete our process.

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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 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

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**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 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.

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### **Frequently Asked Questions**

#### **Why does it take so long to finish a QDRO?**

The speed of the judge, the clerk and the plan will dictate how quickly a QDRO can be completed. Although we work expeditiously, our office has very little control over those three parties. Judges often have several hundred or even thousands of cases on their dockets, so executing a court order can take weeks. Clerks have tens of thousands of cases to handle. Thus, they too have little ability to quickly take action to certify a court order.

QDRO administration is only a small part of what a plan administrator does. A plan administrator is responsible for an almost infinite number of tasks relating to their plan(s). A plan administrator is therefore very frequently busy to the point that they cannot even get to the review of a QDRO for several weeks or even months. Further, many plans do not always have sufficient staff and/or procedures in place to competently review and administer QDROs in a timely manner. Unfortunately, this is out of our control as well, although we do follow-up with the plan administrator regularly, and we copy you and/or your attorney on these correspondences.

Additionally, most judges, clerks and plan administrators still utilize U.S. mail exclusively to correspond with us, and the U.S. Postal Service alone can slow the process by several weeks.

We do everything that we can to follow-up with these parties to keep the process moving forward.

#### **I received a letter from the Plan. What does it mean?**

If you receive a letter from the plan, you should review it carefully. Correspondences generally say one of only a few things: i) they confirm receipt of an order; ii) they approve an order and give you instructions on what, if anything, you need to do to complete the process; and/or iii) they require adjustment to the order that they received.

Whenever you receive any correspondence as to which you have a question, you should scan/email it to us. If we need to discuss it with you, we will contact you.

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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2023-DR-003644-O  
DIV: 42

IN RE: The Marriage of:

EDUARDO JOSE CASTANER

Petitioner,

and

GEYSON ELI ROSARIO

Respondent.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH  
PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court in chambers on a Petition for Dissolution of Marriage. The Court, having reviewed the file, the pleadings, and affidavits, makes these findings of fact and reaches these conclusions of law:

**FINDINGS:**

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor or dependent children in common, no children born to either spouse during the marriage remain minor or dependent and neither spouse is pregnant.
4. The marriage between the parties is irretrievably broken.
5. The parties have voluntarily entered into a Marital Settlement Agreement, and each has filed the required Family Law Financial Affidavit.

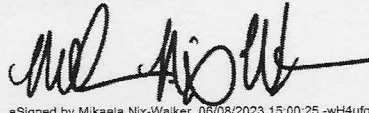
**ORDERED AND ADJUDGED:**

- A. The marriage between the parties is dissolved and the parties are restored to the status of being single.
- B. The Marital Settlement Agreement, filed with the Court on March 31, 2023, is approved by the court and incorporated herein, but not merged. The parties shall obey all of its provisions.



C. The Court reserves jurisdiction to modify and enforce this final judgment.

**DONE AND ORDERED** in Orlando, Orange County, Florida on \_\_\_\_\_.



eSigned by Mikaela Nix-Walker 08/08/2023 15:00:25 -wh4ufqR

Mikaela Nix-Walker  
Circuit Judge

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this Final Judgment of Dissolution of Marriage with Property but No Dependent or Minor Child(ren) was served on the parties listed below on \_\_\_\_\_.

Eduardo Jose Castaner                      2913 Gulf Drive  
Orlando, FL 32806

Geyson Eli Rosario                            505 Margaret Ct Apt 2  
Orlando, FL 32801

by \_\_\_\_\_  
*Judicial Assistant*

**State of Florida, County of Orange**

**I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.**

**Confidential or sealed items, if any, have been removed per Fla.R.Jud.Admin. 2.420.**

**Witness my hand and official seal this 13 day of July 2023**

**Tiffany Moore Russell, Clerk of the Circuit Court**

**By: \_\_\_\_\_ Deputy Clerk**

