

RETAINER AGREEMENT
FOR VALUATION/CONSULTING SERVICES

1. I, _____, hereby retain QDRO direct, LLC and/or representatives to provide consulting, valuation and/or litigation support services with regards to reviewing and/or valuing retirement, pension and/or employee benefit plans and to further provide advice on how to determine, value, divide and/or consultant on suggested language to be used for settlement agreements as it relates to my divorce action. I agree to advance the sum of \$_____ as a non-refundable initial retainer for these consulting services and/or litigation support services relating to my case. I further agree to the hourly rate as outline in Section 2 below, which shall be billed against the initial non-refundable fee.

2. HOURLY FEE SCHEDULE: The following rate schedule shall apply and be billed against the retainer:
 - Consultation, Research, Preparation: \$250 p/hour
 - Court/Mediation time \$275 p/hour
 - Travel Time \$ 75 p/hour
 - Paralegal rate: \$125 p/hour

3. RETAINER AND PAYMENTS FOR SERVICES RENDERED: I agree to advance the sum of \$_____ as an initial retainer -against all fees and costs associated with the consulting services, pension valuations, suggested language, litigation support, consultative services and/or expert witness testimony in my case and agree that all work will be billed against said retainer at the rates outlined in Section 2 above. All work accomplished will be charged against said retainer until such time as the retainer is exhausted. I understand that the retainer may not pay all the fees and costs necessary to complete the work in my case. **Should the initial retainer be consumed, an additional retainer will be required and no further work will be done until the additional retainer amount and/or outstanding balances owed are paid.** I further agree that all invoices are due upon receipt and any outstanding invoice and/or account not paid within 30 days will be subject to a 1% monthly finance charge (12% per annum) and will automatically be turned over to collections after 90 days.

4. OBLIGATION TO PROVIDE ACCURATE DATA: I agree to provide QDRO direct, LLC and/or representatives with accurate, reliable and complete financial statements and information. I understand QDRO direct, LLC will rely exclusively on such information provided. Consequently, I agree that I will not hold QDRO direct, LLC and/or representatives accountable for any errors or omissions in their work product resulting from my failure to provide accurate, reliable and complete financial information.

5. INDEPENDENT LEGAL ADVICE: QDRO direct, LLC provides supporting financial information, schedules and litigation support that is to be utilized by the client and/or their respective attorney. QDRO direct, LLC and/or representatives are not attorneys and do not and will not give legal advice. Accordingly, all work is deemed confidential and subject to all applicable attorney-client privileges and work product protections except as exclude by law.

6. SIGNATURE INDICATES THE ABOVE HAS BEEN READ AND AGREED TO:

_____ Date: _____
 Client Signature (or Attorney)

_____ Date: _____
 Client Signature (or Attorney)

PENSION VALUATION INFORMATION

- 1) **Participant / Employee Name:** _____
Current Mailing Address: _____

Date of Birth: _____ Social Security Number: _____
Day Time Phone: _____ E-mail Address: _____
- 2) **Alternate Payee / Non-Employee Spouse Name:** _____
Current Mailing Address: _____

Date of Birth: _____ Social Security Number: _____
Day Time Phone: _____ E-mail Address: _____
- 3) **DATES TO BE USED:**
Date of Hire: _____ Date of Termination, if terminated before retire: _____
Date Benefits Started (date first payment was received)? _____
DATE OF MARRIAGE: _____ DATE OF DIVORCE: _____
DATE OF DIVISION (valuation date, if no info provided we used date of filing): _____
- 4) **GROSS Monthly Benefit To Be Divided:**
Is the Employee currently receiving retirement benefits? Y / N
If yes, how much GROSS (before taxes and other deductions) per month? \$ _____
Are benefits being paid as disability retirement benefits? Y / N
Was a survivor benefit option chosen? Y / N If Yes, what is the percentage survivor benefit? _____%
What is the Early Retirement Age/Rule under the Plan: _____
What is the Normal Retirement Age/Rule under the Plan: _____
Does Plan provide COLA increases?: Yes / No If Yes, what is the percentage of COLA increase? _____%
- 5) **Plan Information:**
Exact Name of the Plan: _____
Plan Administrator: _____
Plan Mailing Address: _____

Plan Administrator Phone #: _____ Fax #: _____

IMPORTANT

**BE SURE TO ATTACH A COPY OF THE ESTIMATED RETIREMENT
BENEFIT STATEMENT FROM THE RETIREMENT/PENSION PLAN AND
THE SUMMARY PLAN DESCRIPTION, IF AVAILABLE**

CREDIT CARD/PAY PAL AUTHORIZATION

I hereby authorize QDRO direct, LLC. to charge my credit card (circle one) Visa / Mastercard for the fees and costs involved in my case and pursuant to the terms of the Fee Agreement signed. I further authorize QDRO direct, LLC. to keep this card on file for future payments that may be authorized in writing to pay any outstanding invoices.

I will pay with the following (Mark Payment Method):

PAYPAL:

Please request payment from my PayPal account (e-mail): _____

CREDIT CARD INFORMATION (circle one):

*VISA *MASTERCARD *AMEX *DISCOVERER

Card Number:

Expiration Date:

Name as it appears on the Card:

Billing address on the Card:

Amount of charge:

*(*There is a 4.5% credit card processing fee added to each transaction)*

Signature of Cardholder:

Signature

Print Name

Date

Contact Phone number: _____

E-mail for receipt: _____