

QDRO CHECKLIST

Thank you for choosing QDRO direct, LLC. You will need to **fully** complete the QDRO Information form below and return it to us with the items outlined in the following checklist attached. *Failure to provide complete information and documents may result in additional fees being charged.* We do not provide discovery services.

Documents needed and attached to this checklist:	Attached
<ul style="list-style-type: none"> • The QDRO Information form (<i>must be fully completed</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • The signed Fee Agreement (the party signing Fee Agreement will be the client) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • A copy of the Final Divorce Decree or Order to divide retirement plan 	<input type="checkbox"/>
<ul style="list-style-type: none"> • A copy of the Settlement Agreement, if applicable 	<input type="checkbox"/>
<ul style="list-style-type: none"> • A copy of the most recent statement(s) for the retirement plan(s) being divided. <i>If marital portion calculations are required, then copies of the statements for the period prior to the marriage through the valuation date <u>must also be provided</u>.</i> If equalization calculations are being requested, then copies of the statements <u>as of the valuation date</u> must be provided. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • A copy of the Summary Plan Description, Model QDRO forms and instructions for your plan (<i>this information is <u>not</u> required but will assist in expediting the processing of your QDRO</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • A check in the amount of the appropriate fee (\$600 <u>per</u> QDRO + \$400 for marital portion calculations, if needed) or the enclosed Credit Card Authorization form completed 	<input type="checkbox"/>

You will need to make your check payable and mailed with the above-listed items to the following:

QDRO Direct, LLC
 4800 N. Federal Hwy.
 Suite E-302
 Boca Raton, FL 33431

If you have any questions or need assistance in completing the QDRO Information form, please do not hesitate to call our office at (888) 474-QDRO (7376).

Cordially,
 QDRO Direct, LLC

ODRO INFORMATION

1) **PARTICIPANT INFORMATION (Spouse with retirement plan):**

Name: _____ Social Security: _____
Current Mailing Address: _____ Date of Birth: _____

E-mail: _____

Cell Phone #: _____

2) **Participant's Attorney Name and Address:** _____

Attorney Phone: _____ Fax: _____ E-mail: _____

PARTICIPANT INFORMATION TO STAY CONFIDENTIAL FROM FORMER SPOUSE: ___ Yes ___ No

3) **ALTERNATE PAYEE INFORMATION (Spouse receiving retirement benefits):**

Name: _____ Social Security: _____
Current Mailing Address: _____ Date of Birth: _____

E-mail: _____

Cell Contact #: _____

ALTERNATE PAYEE INFORMATION TO STAY CONFIDENTIAL FROM FORMER SPOUSE: ___ Yes ___ No

4) **Alternate Payee's Attorney Name and Address:** _____

Attorney Phone: _____ Fax: _____ E-mail: _____

5) **Date of Marriage:** _____ **Date of Divorce:** _____ **Date of Filing for Divorce:** _____

Valuation Date to be used to determine benefits: _____

6) **ODRO INFO / TERMS:**

Participant's Date of Hire Under Plan: _____ Date of Termination (if applicable): _____

Is Participant Still Participating in Plan: Yes No ; If No, what is date participation stopped: _____

Is Participant retired and receiving benefits Yes No ; If retired, what is the date of retirement: _____

Monthly pension amount: \$ _____

Where survivor benefits elected at retirement: Yes No ; If Yes, what is the % of survivor benefits: _____%

SHOULD INVESTMENT GAIN/LOSSES BE APPLIED TO AWARD AMOUNT? Yes No

ARE SURVIVOR BENEFITS BEING AWARDED? Yes No If so, what amount or %: _____

IS THE QDRO TO BE PRE-APPROVED BY THE PLAN? Yes No *(if you mark "No", you are specifically waiving the pre-approval. Amended QDROs may then be needed and additional fees will apply)*

7) **EXACT LEGAL NAME OF PLAN:** _____

Plan Administrator: _____ Contact Name: _____

Plan Mailing Address: _____ Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

QDRO RETAINER AGREEMENT

This statement sets forth the terms of engagement offered to you by QDRO direct, LLC. Unless modified in writing by mutual agreement, these terms will control all services rendered by QDRO direct, LLC until termination of this Fee Agreement. Please retain a copy of this Fee Agreement for your records.

- A. **QDRO FEES:** QDRO Direct^(sm), LLC charges a minimum, non-refundable retainer fee of **\$600.00 per QDRO** which covers the following items:
- a. **Preparation of the draft QDRO**
 - b. **Review and approval by the attorneys**
 - c. **Submission to the Plan for pre-approval, if specifically requested and marked on the information form (pre-approvals will NOT be obtained if not requested). *Pre-approvals take 30-60 days.***
 - d. **Providing the attorneys and/or clients the approved, final draft QDRO to be filed with the Court and submitted to the Plan Administrator for final processing.**
 - e. **One QDRO revision and/or Amended QDRO, if changes are needed**
 - f. **Distribution/rollover consultation to the Alternate Payee, if requested.**

Any additional work, including but not limited to multiple requests for revisions, conference calls, letters of explanation, e-mails, court testimony or other services will be billed at the hourly rate of \$250.00 per hour. All invoices must be paid in full before the final QDRO will be released.

CALCULATION FEES: A **\$500.00 minimum, non-refundable retainer fee** is also charged, in addition to the QDRO fees, if equalization and/or marital portion calculations are required. The hourly rate of \$250.00 will be billed against the \$500.00 retainer fee for calculations.

All fees are due in advance. We do not request payment or bill spouses/former spouses for their share of fees. This is the client's responsibility to obtain their spouse's share of the fees or to request direct re-imbursement. Additionally, all invoices must be paid in full before the final, approved draft will be sent to the attorneys for filing with the Court or the final certified copy submitted to the Plan for processing. All invoices are due upon receipt and non-payment of any outstanding invoice due after 60 days will result in us terminating our services and the file will be closed and returned. Any outstanding invoice that is 30 days past due will accrue interest at 12% per annum (1% per month) and will automatically be sent to collections after 90 days.

- B. **THE "CLIENT":** Our Client is the party who signs the Retainer Agreement, regardless of who makes payment. If it is the intent of the parties that QDRO Direct, LLC be jointly retained, then this Agreement **MUST** be signed by both parties and/or their respective attorney, on their behalf.
- C. **QDRO POLICIES & PROCEDURES:** You have retained QDRO Direct, LLC to prepare a Qualified Domestic Relations Order ("QDRO") and/or calculate equalization and/or marital portion amounts, if applicable. In order to prepare the QDRO and/or complete calculations, we require a copy of the following items before we begin work:
1. A copy of the Marital Settlement Agreement
 2. A copy of the Final Judgment of Dissolution, if applicable or other Order of the Court awarding benefits
 3. A copy of the statement(s) for each retirement plan being divided or equalized
 4. A copy of the summary plan description for each plan (if possible)
 5. A **completed** copy of our QDRO information form (incomplete information may result in add'l fees.)
 6. If marital portions and/or equalization calculations are to be done, then copies of the statements for the period prior to the date of marriage through the valuation date must also be provided.
 7. A retainer check, completed Credit Card Authorization form or PayPal/Venmo payment.

We do not and are not responsible for any discovery requests. This is the attorney and/or client's responsibility. Any additional research or requests to produce statements or information that was not provided with the original QDRO request will be billed to the client at the rate of \$75.00 per hour. We highly recommend making sure the QDRO Information form is complete and the items on the checklist are attached when retaining our services.

We will have a draft copy of the QDRO prepared within 7-10 business days of receiving all the required information listed above. It is our policy to draft the QDRO as follows:

- Inform and/or copy the party that has retained us (meaning the party that has signed the Fee Agreement) on all drafts and/or any correspondence relating to the drafting and pre-approval of the QDRO. If we are jointly retained (meaning both parties have signed this Fee Agreement), then all parties will be copied.
- Submit the draft QDRO to the attorneys and/or clients for their review, comments and/or requested changes.
- After any changes requested by the parties and/or their respective attorney, we will send the QDRO to the Plan for pre-approval if elected on the QDRO Information form. **Please note, the pre-approval process can take anywhere from 60-90 days. Some plans do not do pre-approvals.** In this instance, the QDRO will be forwarded directly to the attorneys to file with the Court and an Amended QDRO may be needed. If no pre-approval is requested, then this process is automatically waived and the QDRO will be sent to the attorneys/clients for filing with the Court and to obtain an original certified QDRO. **If no attorneys are retained, you and your former spouse will be responsible for having the QDRO reviewed by an attorney or for filing the QDRO with the Court and obtaining an original certified copy. QDRO direct, LLC are not attorneys. We will not provide legal advice and/or services.**
- Once our office has provided you and/or your attorney with the final QDRO to be submitted to the Court and returned to the Plan, our services will be concluded and the file will be closed and sent to storage. ***(All outstanding invoices must be paid in full before we will release the final QDRO).*** ***Once this has been done, our services will be concluded and the file closed.*** We do not keep files for more than three (3) years. If the QDRO is not filed and/or timely submitted to the Court and/or Plan Administrator for filing within twelve (12) months of completing our services, a new retainer agreement and fees will be required to re-do the QDRO.

D. LEGAL ADVICE AND ATTORNEY FEES: **We are not attorneys and do not provide legal advice and/or interpret the terms of an Agreement or intent of the parties as it relates to the spirit of the agreement.** We will not file the QDRO with the Court, obtain certified copies or submit the final QDRO to the Plan for processing. This needs to be done by you and/or your respective attorney's. In addition, the QDRO will be drafted in accordance with the terms of the Settlement Agreement and/or Final Judgment of Dissolution. If the Agreement is not clear and/or silent on an issue, a letter will be sent to all parties and their respective attorneys to clarify the issue and a written response *will be required*. Additionally, we will not draft a QDRO that is inconsistent with the terms of a court order or Settlement Agreement. You must provide us with an Amended Order, Settlement Agreement or notarized letter signed by both parties. **Therefore, you may incur additional legal fees from your attorney.**

E. PAYMENT OF FEES: You agree to pay the applicable Fee(s) in advance. You agree that the Fee(s) is/(are) **nonrefundable** ("Minimum Fee(s)"). You agree that our obligation to render the Services does not begin until we receive the Minimum Fee(s) and approval of the terms of the Retainer Agreement from you. You agree that we have no obligation to render the Services until we receive all necessary information requested by us and as outlined in Section C above. You further agree to pay all outstanding invoices in full at the time you receive such invoice. **Failure to pay any outstanding invoices within thirty (30) days will result in termination of our services and any outstanding invoices will accrue interest on a monthly basis at the rate of 12% per annum. Any outstanding fees owed will automatically be turned over to collections after 90 days.**

F. TERMINATION: You, as well as QDRO Direct, LLC, reserve the right to terminate this Agreement at any time, with or without cause, by written notification. If such termination occurs, your papers and property will be returned to you promptly. QDRO Direct, LLC reserves the right to keep any and/all original paperwork until any outstanding balances are paid in full. Once payment has been received in full, your original documents will be returned to you promptly. Your termination of the Services will not affect your responsibility for payment for the Services rendered and out of pocket costs incurred before termination. The "Minimum Fee" is **non-refundable**. In addition, QDRO Direct, LLC reserves the right to decline or discontinue the Services for such things as non-payment of fees or costs, conduct which renders it unreasonably difficult to carry out the engagement effectively, failure to provide information requested

within a reasonable time or conflict of interest. QDRO Direct, LLC will immediately give you written notice that we have discontinued the Services.

- G. FINANCIAL PLANNING/CONSULTING SERVICES:** QDRO Direct, LLC has an affiliation with various financial advisory firms to assist the parties with the establishment and/or consolidation of IRA accounts and assist with the distribution and/or direct rollover of QDRO benefits. These services are *not* included in the fee and QDRO Direct, LLC services are considered complete once the certified QDRO has been sent to the Plan. In the event the parties wish to retain an affiliate for assistance with the distribution and/or rollover, a separate Agreement shall be signed with the affiliate and QDRO direct, LLC shall have no responsibility and/or liability resulting from the separate relationship formed with the affiliate. QDRO direct, LLC may receive a referral fee.
- H. CLIENT CONFIDENTIALITY:** All information is considered confidential and shall not be disclosed to any third party without the written consent of the parties and/or attorneys of record. This client confidentiality shall exist and continue in effect unless otherwise required by federal and/or state law, including that of subpoena powers of the court.
- I. EXECUTION OF AGREEMENT:** By signing this Fee Agreement, you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Fee Agreement. You agree that you have freely and voluntarily entered into this Fee Agreement with full understanding of the legal ramifications contained in this Agreement. Any disputes arising from this contract will be settled by mediation in Palm Beach County, Florida and shall be governed and construed in accordance with the laws of the State of Florida. The undersigned hereby agrees to the terms, conditions and stipulations of this Agreement.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS:

Signature (Client and/or Attorney)

Address: _____

Print Name

Telephone: _____

Dated: _____

***(Second signature needed only if being jointly retained)**

Signature (Client and/or Attorney)

Address: _____

Print Name

Telephone: _____

Dated: _____

- Please note, our client is the client who signed the Fee Agreement, regardless of which party has made payment and/or is ordered to pay. If it is the parties' intent for our firm to be jointly retained, then both parties must sign this Fee Agreement (separate, individually signed Agreements are acceptable).***

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:

Security/CCV Code:

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: _____

**AUTHORIZATION TO RELEASE INFORMATION
& DESIGNATE THIRD PARTY REPRESENTATIVE AS RECIPIENT**

I, _____, as Participant and/or Alternate Payee, hereby authorize my
employer(s)/HR)/retirement plan administrator(s) (list all):

_____ to release any and/or
all information, including but not limited to, the drafting, administration, calculation of benefits, statements,
summary plan descriptions and/or QDRO / DRO procedures and model orders as it relates to the domestic
relations proceedings and QDRO / DRO rights to a Participant and/or Alternate Payee to QDRO Direct, LLC
and/or my attorney _____ as a designated third party representative on my behalf, as allowed
for under **ERISA § 206(d)(3)(A)-(c); 404(a); IRC 414(p)(1)-(3)**.

Please provide QDRO Direct, LLC and/or my attorney, _____, as my designated
third party representative, copies of any and/or all information needed to administer, determine and/or calculate
the benefits assigned and/or potentially assigned under my domestic relations action.

All information may be provided to:

QDRO Direct, LLC
(and/or representatives of QDRO Direct, LLC)
4800 N. Federal Hwy., Suite E-302
Boca Raton, FL 33432
Tel: (561) 394-2337 * Fax: (561) 394-2197

Attorney Recipient

This authorization shall apply to any and all Plan Administrators, Third Party Administrators, Actuaries,
Custodians, Clearing Firms and/or QDRO Administration firms.

Signature of Participant / Alternate Payee

Date

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on the ____ day of _____, 20__.

NOTARY PUBLIC

___ Personally Known
___ Produced identification
Type of identification produced _____

(Print, type, or stamp commissioned name of notary)