

TROYAN, INC.

The Nation's Premier QDRO Prep. Co.

(SPECIALISTS IN THE PREPARATION & REVIEW OF DOMESTIC RELATIONS ORDERS (ERISA), FEDERAL, STATE & MILITARY ORDERS)

Websites: www.troyaninc.com or www.QDROAttorney.com

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Date _____

RE: _____ vs. _____ - Retainer Agreement

Dear Sir/Madame:

Thank you for choosing Troyan, Inc., to provide the services indicated below.

The Troyan Distinctions with a Difference!

A key feature of our drafting service is "pre-approval review". Note that Troyan, Inc. is unique in offering this service. Other service providers do not offer this essential service. This service minimizes the cost of having a Domestic Relations Order qualified/accepted. It enables us to focus, with the Plan Administrator, on areas that could cause delay or rejection of a Domestic Relations Order. As a result of this procedure, the attorney can be more confident that the Order executed by the Court and then formally submitted to the Plan Administrator for qualification/acceptance will be qualified/accepted. Be advised however, that not all Plan Administrators will review a draft Order. We will notify you if the Plan Administrator for your particular matter will not review a draft if we are aware of that fact.

Fees for Services to be provided:

To Make a Payment Click Link: <https://secure.lawpay.com/pages/troyaninc/operating>

Orders to be prepared:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

The fee is \$500.00 per Domestic Relations Order ("QDRO") to be prepared.

8. Sample language for Settlement Agreement (If requested)

\$125.00 (Per Plan)

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9. **Pre-Approval Review** - if permitted by Plan.

No additional Charge

10. Additional Consultation Time. (if requested)

The fee for this service is \$375.00 per hour (one hour minimum)

No independent discovery by our firm is included in the above-printed fee(s). The above fee(s) are predicated on our firm being provided with all of the necessary data required for preparation of the order(s). This fee is also predicated on our firm being provided with all of the necessary data at the same time so the file only has to be reviewed once. If the data requested on the attached data form is returned at different times, requiring our office to review the file and correspond with you more than two times before we can prepare the Order, there will be additional fees required for the preparation of the Order. The additional fees will be based on an hourly charge of \$375.00. Any Additional Consultation on drafted Orders will be billed at \$375.00 per hour.

If independent discovery is required to be done by our firm, the additional fees will be quoted to you. If you anticipate that we will have to perform independent discovery, you may wish to call us prior to returning this Engagement Letter so we can advise you of the additional fees involved and provide you with the necessary correspondence authorization form to be signed by the propertied spouse. Upon receipt of payment of our fee, preparation to draft the appropriate orders will be initiated. No action will begin until payment in full has been received by our office. Any and all fees will be deemed earned in full if a matter remains in-active for a period of six months. No refunds will be provided, for cases that remain in-active for a period of six months. A \$250.00 re-activation fee will apply for any matter that has been closed.

It is the responsibility of the retaining parties to provide any and all data, necessary for the services stated above. If we have to prepare a Domestic Relations Order with incomplete data there will be a redrafting fee of \$250.00 per Order to include any supplemental data provided after the initial Order is drafted. The data necessary for the preparation of the Order is delineated on the accompanying attachments.

Please recognize that Domestic Relations Order are not routinely and swiftly qualified/accepted by Plan Administrators. If redrafting is required as a result of an oversight on our part the redrafting is done at no additional fee.

It is emphasized that our work is predicated upon the assumption that respective counsel endorses a "plain language" literal interpretation of the underlying instrument(s). We believe the document should speak for itself. That which is not specifically referenced in the underlying instrument(s) will not be inserted into the Order. Counsel is reminded that annuity payments and survivor benefits are treated as separate entitlements and should be separately and specifically referenced in the underlying instruments(s). Absent such clarity this office will not unilaterally make alternate interpretation insertions. If you have any reason to believe that your adversary has a different interpretation of these instrument(s), it is the retaining attorneys responsibility to harmonize interpretations prior to directing us to inaugurate drafting. If any conflicts of

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interpretation surface subsequent to the onset of our drafting, we will participate in "Dispute Resolution" on a fee basis. Dispute resolution and language interpretation are not part of the basic drafting service.

Drafting is limited to plans and/or entities specified above. Should the parties at any time discharge licensed legal counsel and act as pro-se litigants this firm reserves the absolute right to immediately terminate any and all services and refuse to deal directly with the parties.

Under no circumstances can liability exceed the actual amount of retainer paid to this firm. It is hereby acknowledged and agreed should any dispute arise where this firm becomes party to an action at law, all parties submit to the laws and jurisdiction of the State of Florida. This retainer letter is intended to be fully integrated and complete and any modification shall be signed by this firm and the retaining party. This firm does not submit any documents to any Courts in any jurisdiction in any case ever.

Payment made pursuant to this retainer agreement will constitute acceptance by the parties, their agents and assigns to all conditions.

Please provide: (a) Full payment. (b) Requested data.

Retaining this Firm is for the Sole Purpose of Drafting Domestic Relation Order(s). This Firm is Not Engaging in Any Representation, Advocacy, Rendering of Legal Advice. It is the Sole and Absolute Responsibility of the Retaining Parties to Timely File the Appropriate Documents, and to Have Any and All Domestic Relations Order(s) Filed/qualified/accepted in a Timely Manner.

Yours truly,

Digitally signed to avoid delay.

Troyan, Inc.
QDRO Preparation/Administration/Consulting

This form is now available on our
website: <http://www.troyaninc.com/QDRO/QDRO-Forms/Retainer-Agreement.aspx>