

TROYAN, INC.

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

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Sarasota, Florida 34240

Telephone: 941.388.0556
Fax: 941.388.0906

Date: _____

Re: _____ v. _____ - Engagement Letter

Dear Sir/Madam:

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

A DISTINCTION WITH A DIFFERENCE!

A key feature of our drafting service is "**pre-approval review**". **Again, please note that we are 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.**

In many jurisdictions if the party/attorney fails to have a Domestic Relations Order Qualified prior to the death of the titled-spouse such death shall terminate the survivor rights of any prospective Alternate Payee. Several State Courts have held that no federal case has permits a Qualified Domestic Relations Order ("QDRO") to be entered after the death of a titled-spouse. Should the titled-spouse die prior to the existence of a QDRO, a QDRO may not be subsequently entered to preserve the meaning of a property settlement agreement.

Fees for Services to be provided:

Orders to be prepared:

1. Name of Plan: _____
2. Name of Plan: _____
3. Name of Plan: _____

The fee is \$500.00 per Order.

4. **Pre-Approval Review** - if available by the plan.

No additional Charge

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5. Additional Consultation on drafted Orders.

\$350.00 per hour with a one hour retainer required in advance

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 \$350.00.

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 do 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.

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.

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.

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 the retaining parties endorse 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. The parties are 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 party's responsibility to harmonize interpretations prior to directing us to inaugurate drafting.

Re: _____ v. _____

Drafting is limited to plans and/or entities specified above. You will be responsible to determine if the documents prepared by this firm comply with local laws and procedures. You agree to be responsible to obtain any and all Court signatures on any and all documents prepared by 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 an officer of this firm and the retaining party.

Full payment and the returning this retainer agreement will constitute acceptance by the parties, their agents and assigns to all conditions.

Please sign this agreement and return with: (a) Full payment. (b) Requested data.

PLEASE BE ADVISED THAT ON ALL DOMESTIC RELATIONS MATTERS THIS OFFICE DOES NOT ACCEPT TELEPHONE CALLS FROM PARTIES NOT REPRESENTED BY LICENSED ATTORNEYS. THEREFORE, ANY AND ALL QUESTIONS OR CONCERNS RELATED TO OUR SERVICES MUST BE SUBMITTED IN WRITING BY MAIL. BY RETAINING THIS FIRM IT 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,

Forwarded in my absence, without signature to avoid delay

Rosemary R. Weiss
QDRO Consultant

Print Name

Sign Name

Terms Approved

(Please sign this page and return to Troyan, Inc.)