



Trustworthy. Accurate. Guaranteed.

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fax to **615-413-5056**

QDRO Order Fax Form

In addition to the info below, please fax or email the following:

- **copy of the Marital Dissolution Agreement or the details of the agreed settlement of retirement plane**
- **statements from the Qualified account(s) involved (if available)**

Participant Name: _____ **SSN:** _____

Date of Birth: _____ **Street Address:** _____

City: _____ **State:** _____ **ZIP Code:** _____

Telephone: _____ **E-mail:** _____

Alternate Payee Name: _____ **SSN:** _____

Date of Birth: _____ **Street Address:** _____

City: _____ **State:** _____ **ZIP Code:** _____

Telephone: _____ **E-mail:** _____

Participant's Attorney Name: _____

Street Address: _____ **City:** _____

State: _____ **ZIP Code:** _____ **Telephone:** _____

FAX: _____ **E-mail:** _____

Alternate Payee's Attorney Name: _____

Street Address: _____ **City:** _____

State: _____ **ZIP Code:** _____ **Telephone:** _____

FAX: _____ **E-mail:** _____

Information about the Divorce

Date of Marriage: _____ **Date of Dissolution:** _____

FAX TO: 615-413-5056

This document and all the information herein are intended only for the use of TennQDRO to complete this task and contains information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify TennQDRO immediately at 615-785-0620 and destroy this document.

Info about the Retirement Plan(s) Note: If more than one plan is being divided, please provide the information on a separate sheet of paper.

Type of the Plan(s): circle 401 (k) Pension IRA SEP IRA Roth IRA
403 (b) Other

Employer of Participant: _____

Name of Plan Administrator (if known): _____

Date Participant began working for the employer (if known): _____

- Is the Participant still working for this employer? Yes / No

I hereby contract with TennQDRO to prepare a Domestic Relations Order. I agree to issue a check for \$475 to TennQDRO to initiate this process.

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

A. QDRO Policies & Procedures: You have retained TennQDRO to prepare a Qualified Domestic Relations Order (QDRO). In order to prepare the QDRO, we will require a copy of the following items before we start work on your QDRO: A copy of your Marital Settlement Agreement or Final Judgment of Divorce, A completed copy of our QDRO information form, full or partial payment. TennQDRO will have a draft copy of the QDRO completed within 10 business days of receiving all the requirements listed above, barring any complications or further deliberations within the divorce agreement. It is our policy to draft the QDRO as follows: 1) Inform and/or copy all parties involved on all drafts and issues or correspondence relating to the drafting and preapproval of the QDRO. 2) Whenever possible, we will obtain a preapproval letter from the Plan Administrator prior to the entry and certification of the QDRO with the Court. Not all plans provide a preapproval letter, if this is the case with your plan, this step will be omitted. 3) After the Order is Qualified and approved by all parties, we will prepare the final QDRO and send it to the attorney of record for signatures and filing with the Court. We will also include an order for the court to send a certified copy of the DRO to the plan administer along with a check for their fee. Once this has been done, our services will be completed.

B. Attorney's Fees: We are not attorneys and do not provide legal advice and/or interpret the intentions of the parties as it relates to the spirit of the agreement. The QDRO will be drafted in accordance with the terms of the Settlement Agreement and/or Final Judgment of Dissolution. If the Agreement is unclear and/or silent on an issue, a letter will be sent to all parties to clarify the issue and a written response will be required. Any expressions on our part concerning the outcome of any legal matter are not guarantees. Such expressions are necessarily limited by (1) knowledge of the facts which are based upon the information presented by you and (2) the state of the law at the time they are expressed.

C. How Fees Will Be Set: We charge a flat fee of \$475 per QDRO for the services outlined in section A above, to be paid in advance. If full payment cannot be made in advance, the fee is \$600 with an advance retainer payment of \$100 and \$500 due in 30 days.

D. Change of Retirement Plan Record keepers: In the event that the retirement plan has changed record keepers after the division date for the purposes of valuing the retirement plan for the Alternate Payee, and thus the new record keeper will not honor the historical division date, TennQDRO Services will use the value as of a date that the new record keeper will honor. We are not actuaries, and these calculations will be done on a "best efforts" basis and will require written acceptance of the calculation by both parties before it is used in the QDRO.

E. Payment of Fees: You agree to pay the applicable Fee in advance. You agree that the Fee is **nonrefundable** ("Minimum Fee"). You agree that our obligation to render the Services does not begin until we receive the Minimum Fee and approval of the terms of the Fee Agreement from you. You agree that we have no obligation to render the services until we receive all the necessary information requested by us.

F. Termination: You may terminate this Agreement at any time, with our without cause, by written notification to TennQDRO. If such termination occurs, your papers and property will be returned to you promptly. TennQDRO's own files pertaining to the case will be retained. Your termination of the Services does not affect your responsibility for payment for the Services rendered before termination. The "Minimum Fee" is nonrefundable. TennQDRO reserves the right to decline or discontinue the Services for such things as nonpayment of fees, conduct which renders it unreasonably difficult to carry out the engagement effectively, failure to provide information within a reasonable time or conflict of interest. TennQDRO will immediately give you written notice that we have discontinued the Services.

G. Entire Agreement: The Fee Agreement represents the entire agreement for all periods during which TennQDRO renders the services. Any representations, whether orally or in writing, which is not stated in this Fee Agreement, will have no effect. If any term of this Fee Agreement is invalid, the remaining terms shall continue in full force and effect.

H. Executions 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 the Fee Agreement with the full understanding of the legal ramifications contained in this Agreement.

attorney name

signature

date

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