

Matthew Lundy Law

QDRO Law

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POTENTIAL CLIENT INFORMATION FORM

this out to the best of your ability and return it to us. If you are unable to complete this form, please leave it blank and we will contact you if we have any questions. Please provide us with any contact information that you do not wish for us to use.

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Information

State in which case is pending: Florida, Broward County

Case Number: FMCE24008225

Case Name: Catalina M. Avalos

Effective Date: 3/31/1990

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Participant Retired and Began Receiving Money from Plan: _____

Name: _____

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Member was/is in the military and we are dividing a military pension, please answer the following questions:

What was the member's date of initial entry into military service? _____

What was the member's date of retirement, if any? _____

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TERMS OF ENGAGEMENT

Scope of Engagement: This letter outlines your engagement of Matthew Lundy Law (referred to as "we" or "us") to execute the division of one or more retirement accounts, prepare settlement agreement language, an application for direct payment, and

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Guarantees: We cannot and do not guarantee any results of our work or the paperwork required to execute on the division of the plan(s) in your case. We agree that an order drafted pursuant to this engagement letter must reflect the court's judgment agreement and/or final judgment, decree or order, and we cannot be held

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Our actions or inactions of any third party or entity cannot be held against us. We are not held liable for same.

Completion of Services: Retirement plans are under no obligation to cooperate with our offices regarding the completion/approval of the orders that we prepare.

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Accounting Services: We are not an accounting service, and we will not determine the portions or values of pensions or accounts for you, unless we specifically agree to do so in either this letter or a subsequent engagement letter. The parties are responsible for coming to an agreement over the value of accounts and the portions to be divided. If your agreement requires the determination of a marital share,

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Process and Timeline for Completion of QDROs

Generally, there is no guarantee as to how long the process of dividing a pension will take. This is because we cannot guarantee how quickly the other parties involved in the process will respond. The process begins when we receive all requested necessary information.

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Judges often have several hundred or even thousands of cases on their docket and a court order can take weeks. Clerks have tens of thousands of cases to handle and have little ability to quickly take action to certify a court order.

QDRO administration is only a small part of what a plan administrator does. The plan administrator is responsible for an almost infinite number of tasks relative to their

PRINTING OFFICE

REV. 12/24)

Notice of Annuity Adjustment

This notice informs you of a change in the amount of the annuity we pay you. We are sending this notice to you because it contains important information about your plan. If you have questions, call us or write to the address shown below.

Monthly Annuity	Monthly Health Benefits	Monthly Medicare	Other Deductions or Additions*			
			Code	Amount	Code	Amount
<i>Old Status</i>						
			67	+1620.00		
			43	-15.36		

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**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. **FMCE24008225** DIVISION: **38** JUDGE: **Avalos, Catalina** (

erto

Case

The Marital Settlement Agreement respectively executed by the Wife on
by the Husband on March 24, 2025 and entered into by the parties is i
in, but not merged, and is approved and expressly made a part of this Final
F Marriage filed on March 24, 2024. See as **Exhibit "A"**. All terms an

Giustibelli, E-mail : amgg-law@giustibelli.com

Giustibelli, E-mail : vicki-law@giustibelli.com

Giustibelli, E-mail : pleadings@giustibelli.com

Young, E-mail : cyoung@hlalaw.com

Walker, E-mail : iwalker@hlalaw.com

John, E-mail : john@hlalaw.com

John, E-mail : pleadings@hlalaw.com

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IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

THE MARRIAGE OF

CASE NO: FMCE 24-008225

LA ACCORTO,

FAMILY DIVISION

Petitioner/Wife,

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

WHEREAS, irreconcilable differences have arisen between the parties and it is the intent of the parties that an amicable settlement be entered into between the parties concerning the parties' mutual obligations, liabilities, support, and any and all claims which either may have against the other.

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

It is the intent of the parties that this Agreement not be merged in any Final Judgment of Disposition, but that it shall survive the Final Judgment and be binding upon the parties at all times.

ENFORCEMENT: If this agreement is incorporated into a Final Judgment of Disposition, it shall be enforceable as if it were a Final Judgment of Disposition.

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

man, Larin & Agnetti, P.A. The Wife has discussed each provision of this A
counsel and has had the opportunity to ask questions of her attorney with regard

. **KNOWLEDGE OF PARTIES:** The parties acknowledge that they have

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

of the Wife's financial affidavit, and has reviewed same, and reasonably believed
he has sufficient knowledge of the Wife's financial condition so that he has
waived any additional financial disclosure by the Wife.

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

upon be her sole interest and she shall be entitled to a quiet and peaceful enjoyment including any and all utility deposits in connection therewith.

4. The Wife shall be entitled to the quiet and peaceful enjoyment he

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

- ii. Truist Bank Savings 5109 with approximately \$142,000, plus any market changes.

- b. The Wife shall close the following joint accounts and transfer the enti

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

- i. The Wife shall be entitled to withdraw \$100,648.00.
- ii. The Husband shall be entitled to withdraw the balance and shall have access to the
joint account.

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

Raymond James Sep IRA ending M747 with an approximate value of \$100,000.00
plus or minus any market changes.

- b. The Husband shall have the Raymond James IRA ending L399

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

to the date of commencement of the Employee's pension and the denominator
al number of months of the Employee's Creditable Service accrued under the P
on to the above, when cost-of-living adjustments (COLAs) are applied to the F

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

5. **Continued Jurisdiction:** The Court hereby retains jurisdiction t
this matter, and to amend the same as necessary to effectuate this Agreement.

6. **Direct Payment from Employee to Former Spouse:** If this agr

ACCORTO VS. RICHARD ACCORTO

Settlement Agreement

8. **COAP Preparation:** The parties hereby agree that Matthew Lunceford ("MLL") shall be hired to prepare the COAP(s) in this matter. The parties shall bear the cost of said COAP preparation.

ACCORTO VS. RICHARD ACCORTO

Settlement Agreement

Personal Property in Marital Home. The parties shall amicably divide the contents, sporting and entertainment equipment, and personal property in the marital home. The Husband shall have the personal property and effects, including jewelry, clothing, and other personal effects.

A ACCORTO VS. RICHARD ACCORTO

Settlement Agreement

) The parties shall be equally responsible for balance of the Wife's Home D
imately \$63,626. The Wife shall make the payments on the card, and shall with
of each payment, notify the Husband of the amount thereof. Within fifteen (15

A ACCORTO VS. RICHARD ACCORTO

Settlement Agreement

ances which would permit either of them to obtain alimony or other form of s
nce from the other at any time in the future, no matter how the circumstances of e

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

Lump sum payment of \$30,000.00 to the Wife, within fifteen (15) days
agreement (which consists of a \$20,000.00 sum towards a new car for the
00 to settle this matter instead of litigating).

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

provide proof of payment to the Husband, and the Husband shall, within fifteen
furnished said proof, reimburse the Wife for the full payment of the annual premium
030, the Wife will be solely responsible for the premiums. The Husband may not

ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

not rely upon any representations of Hoffman, Larin & Agnetti, P.A. Each party understands that Ann-Marie Giustibelli, PA, and Divorce Made Easy, Inc. represents and his interests, and that no lawyer from said firm has given any advice of any

ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

5. **CONSTRUCTION**: The laws of the State of Florida shall govern the construction, interpretation, and effect of this entire agreement.

5. **MODIFICATION OF MARITAL SETTLEMENT AGREEMENT**: No modification or

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

- a) Each party has had the opportunity to seek independent legal advice, of his or her own selection throughout the negotiation of this Agreement.
- b) Each has made a full disclosure to the other of his or her current financial

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

OF FLORIDA)
) SS
Y OF BROWARD)

A ACCORTO VS. RICHARD ACCORTO
Settlement Agreement

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement th
above written.

sealed and delivered