Matthew Lundy Law

QDRO Law

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Offices in:
Atlanta, Georgia
Cherry Hill, New Jersey
Coral Springs, Florida
Tampa, Florida

March 8, 2023

INSTRUCTIONS:

1. Please review the terms of engagement on pages 1-5, and sign on page 5.
2. Please complete the credit card form on page 6, if applicable.
3. Please review and complete the information forms on pages 7-10 to the best of your ability.
4. Please initial all pages, and once completed, please return by email or securely upload to our website.

TERMS OF ENGAGEMENT

1. **Scope of Engagement:** This letter outlines your engagement of Matthew Lundy Law ("MLL" or "we" or "us") to execute the division of one or more retirement accounts, which may include preparing settlement agreement language, an application for direct payment, and/or drafting and seeking plan approval of one or more Qualified Domestic Relations Order(s) or similar order(s), including but not limited to orders for the division of government and military retirement plans (collectively referred to herein as "QDROs"). THIS ENGAGEMENT DOES NOT INCLUDE ANY OTHER MARITAL/FAMILY LAW LITIGATION, APPEAL, APPEARANCES IN COURT, RETIREMENT ACCOUNT VALUATION, FINANCIAL PLANNING, DRAFTING, TAX ADVICE OR OTHER SERVICES THAT ARE NOT SPECIFICALLY AND EXPRESSLY DESCRIBED IN THE PRECEDING SENTENCE, unless and until we agree to amend this engagement letter or execute a new engagement letter that sets forth an appropriate fee for such other services. Further, you acknowledge that our actions are executory, and that we in no way "represent" any party in a family law matter by virtue of this engagement.

This engagement pertains exclusively to the following retirement asset(s):

i. United Health Group 401(k) Plan

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2. **Fees and Retainers:** You shall pay to us a non-refundable flat fee (the "Flat Fee") in the amount of $900.00 for the services described above. You understand that this engagement does not include any testimony and/or appearance at any hearing or deposition or any other proceeding, and to the extent that such appearance and/or testimony is required, you agree to pay an additional retainer, to be agreed upon later.

3. **Additional Costs Charged by Plans:** By signing this engagement letter, you acknowledge that many retirement plans charge special fees for processing and reviewing Domestic Relations Orders. These fees are usually deducted directly from the account(s) to be divided, without penalty to either party. You further acknowledge that you (or if you are an attorney, then your client) and/or the other party will be 100% responsible for paying these fees, and MLL will not contribute whatsoever to any such fees.

4. **Termination of Work:** We may terminate your case and then cease performing services on your behalf if, among other things: you do not reimburse us within ten days of a request for any cost or expense we paid on your behalf, irreconcilable differences arise between us, you misrepresent or fail to disclose to us material facts relating to your case. If necessary, you agree to sign a Stipulated Order of Withdrawal, which we will file with the Court. If we attempt to contact you and you do not respond to us, including attempts to obtain the necessary documents to complete your matter, we reserve the right to close your file and ask for a re-opening fee of $500.00.

5. **Method of Payment:** You agree to pay any money you owe to MLL in cash, by credit card or by check. You acknowledge that if you pay us by check, then we will not begin working on this matter until such check clears. We will not begin working until we have received the entire retain due.

6. **No Guarantees:** We cannot and do not guarantee any results of our work, beyond preparing the paperwork required to execute on the division of the plan(s) in your case. You acknowledge that an order drafted pursuant to this engagement letter must reflect the terms of your settlement agreement and/or final judgment, decree or order, and we cannot obtain a result for you that is not otherwise provided to you in one of the aforementioned documents. We will provide you with an opportunity to review a draft of the order(s). It is your responsibility to ask questions regarding the order(s) when we provide you with the draft to the extent necessary to clarify the meaning of the language in the order(s) and results that will likely be obtained, or to advise of anything that you believe is missing from the order. Further, if your agreement or final judgment does not include survivor benefits, you understand we may not be able to include them in the order that we prepare. It is always to your benefit to contact us prior to settling or trying your case to discuss the specific language that should be used in your settlement agreement and/or final judgments. Further, you acknowledge that a retirement plan is an independent third

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party with its own interests, and we cannot require them to enforce any order, and that additional litigation, although infrequent, may be necessary to obtain compliance on behalf of a retirement plan.

7. **Necessary Information:** You acknowledge that we cannot begin work until we receive certain biographical and employment information, and that any delay caused by a failure to provide us with same cannot be held against us. Further, you are responsible for providing us with the documents necessary to properly identify the account being divided upon request, including but not limited to Plan Documents, a Summary Plan Description, and an account statement. We will not engage in any discovery requests on your behalf that are not specifically identified in this engagement letter. Further, if the administration of a QDRO under this engagement requires obtaining a certified copy of any orders other than the QDRO itself, then you will bear direct responsibility for obtaining and paying for such certified copy(ies).

8. **Entire Agreement; No Oral Modifications:** This engagement letter contains the entire understanding between us and may not be modified or amended unless it is modified or amended in a writing that we both sign.

9. **Qualification and Administration of Orders:** You acknowledge that the qualification of an order drafted pursuant to this engagement letter will require the approval of a third party administrator, who may take several weeks or months to complete the qualification and/or administration process, and may also require multiple drafts of orders to satisfy their particular plan requirements. You also acknowledge that our job is complete once the order(s) has/have been qualified and entered by the Court, and that any delay in your receipt of money due to the actions or inactions of any third party or entity cannot be held against us and we cannot be held liable for same.

10. **Completion of Services:** Retirement plans are under no obligation to communicate directly with our offices regarding the completion/approval of the orders that we submit to them. Many plans will not give us any information related to the completion of the orders that we submit to them, even if we follow-up with them by phone and/or in writing. Accordingly, our work under this engagement is complete upon submission of the appropriate documents to the plan for administration. This includes submitting application paperwork to the military. We may, as a courtesy to you and without obligating ourselves to do so, follow-up with the plans for up to six (6) months following submission of the appropriate documents to the plan. If you require financial advice as to any distributions, we are happy to provide you with the name of a financial professional upon request. Further, you are responsible for communicating directly with the plan regarding questions that you have related to their calculations and whether the benefits that you expect to be in place are in fact in place following the submission of the order to them.

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11. **Limitation of Flat Fee Services; Additional Fees:** It is our goal to complete the services described in this engagement letter for the flat fee included above. It is important for you to understand our limited role in your case, and that we cannot answer questions related to any issues in your case that are not directly related to our engagement. By signing this engagement letter, you acknowledge that we have advised you that it may take several months to complete this process, during which time we may be waiting on third parties such as the Court, the Clerk of Court, the U.S. Postal Service, and/or the retirement plan in question to respond to us. We understand that this can be frustrating, and we do everything that we can to follow-up with these parties to move your matter forward as quickly as possible. Accordingly, we will copy you and/or your attorney on our correspondences to the judge and the retirement plan(s) to keep you fully apprised as to the status of your case. You are hereby advised that it is not uncommon for several weeks or months to go by without word from the court, the clerk, and/or a retirement plan. Our flat fee does not include any amount of time speaking with you over the phone and/or responding to your emails, including calling us to follow-up as to the status of your case. If you contact us during your case, you will be billed for all time spent on the phone with our attorneys and/or paralegals. Our attorneys bill in six-minute increments at $500.00 per hour, and our paralegals bill in six-minute increments at $150.00 per hour, so please be cautious in calling us to ask questions that may otherwise be answered without calling us. All calls with our office will require prior scheduling and an additional fee to cover one hour of our time. You hereby agree that we may charge your credit card that you provide to us for all such time spent responding to you, after first providing you with a copy of an invoice for such time and giving you a chance to review the same.

12. **No Accounting Services:** We are not an accounting service, and we will not calculate the marital portions or values of pensions of accounts for you, unless we specifically agree to do so in writing in either this letter or a subsequent engagement letter. The parties are solely responsible for coming to an agreement over the value of accounts and the portions of such accounts to be divided. If your agreement requires the determination of a marital versus a non-marital portion, you are responsible for providing us with information sufficient to establish that non-marital portion.

13. **Role as Neutral:** If the Court and/or your settlement agreement requires that we be retained as jointly and/or as a neutral, you acknowledge that you are engaging our firm to act as a neutral for you and the other party, and you agree that nothing that you tell us will be privileged to the extent that we cannot share it with the other party, and that we cannot render any legal advice to you pursuant to this engagement that we cannot share with the opposing party. Further, you expressly and knowingly waive any conflict of interest that may arise out of our work for you and the other party in this matter. You further acknowledge that you have represented to us that you are represented by independent legal counsel and that we may refer you back to them in the

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case of a conflict between the parties. Further, you understand that our office is acting as an executor of an underlying agreement and/or final judgment, and we do not advocate for one side or the other. Therefore, if you have a conflict, you must retain a litigator or pursue your interests in court pro se. Further, we will need litigate with the retirement plan itself, and you acknowledge that we are subject to the rules of the plan.

14. **Documents Provided:** We do not keep hard copies of any documents provided to us. Certified copies of any documents provided to us will either be submitted to the plan, or if it is not required that such documents be submitted to the plan, then we will scan these documents and shred the originals. Please do not supply any original documents to us that you wish to have returned to you.

15. **Necessity of QDRO(s) or Similar Order(s):** Not all retirement plans accept or require a QDRO or similar order to divide. Specifically, many non-qualified plans and individual retirement accounts will not require nor accept a QDRO to divide them. You are responsible for confirming with your attorney, your former spouse or co-parent, and/or the plan whether a QDRO or similar is necessary prior to engaging our firm to prepare the same.

16. **Time Limitation on Forms:** Our rates are subject to change. In the event that you do not complete these forms and return them to us within 60 days of us providing them to you, we reserve the right to change the rate offered in these terms of engagement.

Your signature below constitutes your agreement to the terms of this letter. If you have any questions, please give us a call.

Sincerely,
MATTHEW LUNDY LAW

Agreed to and acknowledged by:

Signature

Mark A DiCello
Print Name

Date: 3.10.23

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AUTHORIZATION TO CHARGE CREDIT CARD

This letter shall serve as your **one-time** authorization for us to charge your credit card in the amount specified in paragraph 2 of your engagement letter, above.

You understand, acknowledge and agree that the amount you are authorizing us to charge on your credit card is **non-refundable** and that, once you sign below, under no circumstances will you be entitled to a refund of any of the above-stated amount. If you did not execute your engagement letter, then filling out this section and authorizing us to charge your card will constitute your execution of the engagement letter above.

Kindly insert the appropriate information in the space provided below:

Name as it appears on Card: Mark A. DiCello

Address: 619 Sand Crane Ct.

City: Bradenton State: FL Zip Code: 34212

Card Type (check one): ____Visa ____MasterCard ✓ Amex ____Discover

Card Number: 3792 676044 72009

Expiration Date: 5/26

3 or 4-Digit "Special Code" on front/back of card: 9894

Your signature below indicates that you have read and understand this letter.

AGREED TO AND ACCEPTED BY:

Signature

Mark A. DiCello

Print Name

Date: 3.10.23

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POTENTIAL CLIENT INFORMATION FORM

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

1. Information about the Plan Participant (the person to whom the account that is being divided belongs):

Name: Mark A. DiCello

Address: 619 Sand Crane Ct
Bradenton, FL 34212

Email Address: dicellomae tampabay.rr.com

Telephone Number: 614.517.4514

Social Security Number: 160 - 64 - 5648 Date of Birth: 4 / 16 / 1970

Name of Employer: United Healthcare

Name of Attorney, if any: MATT MARTELL

2. Information about the Alternate Payee (Plan Participant's Spouse, Former Spouse or child; this is the person who will receive a portion of the participant's retirement plan):

Name: Diane M. DiCello

Address: 11562 Echo Lake Circle, #207
BRadenton, FL 34211

Social Security Number: 195 - 48 - 5013 Date of Birth: 8 / 25 / 1961

Email Address: dicellodm@gmail.com

Telephone Number: 412.427.2562

Name of Attorney, if any: Bianca Manos

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3. Case Information

County and State in which case is pending: Manatee Co., Florida
Date of Marriage: 11 / 6 / 1993
Date of Separation: 1 / 29 / 2022
Date of Filing of Case: 3 / 2 / 2023
Date of Settlement Agreement: 2 / 27 / 2023
Date of Final Judgment: ____/____/____
Date that Plan Participant Began Plan Participation: 9 / 30 / 2005

4. Plan Information:

Plan 1
Company Name: United Healthcare Services, INC
Address: 990 Bren Road East
Minnetonka, MN 55343
Phone: (800) 458-5453 Contact: Operations
Fax: (____) ____ Email: ____
Official Name(s) of Plan(s): United Health Group 401K Savings Plan
Participant's Account Number (if known): ____
Date Participant Began Accruing Benefit in Plan: 9/30/2005
Date Participant Retired and Began Receiving Money from Plan: N/A

Plan 2
Company Name: ____
Address: ____
Phone: (____) ____ Contact: ____
Fax: (____) ____ Email: ____
Official Name(s) of Plan(s): ____
Participant's Account Number (if known): ____
Date Participant Began Accruing Benefit in Plan: ____
Date Participant Retired and Began Receiving Money from Plan: ____

Plan 3
Company Name: ____
Address: ____
Phone: (____) ____ Contact: ____
Fax: (____) ____ Email: ____
Official Name(s) of Plan(s): ____

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Participant's Account Number (if known):_____
Date Participant Began Accruing Benefit in Plan:_____

Plan 4
Company Name:_____
Address:_____
_____
Phone: (_____) _____ Contact: _____
Fax: (_____) _____ Email: _____
Official Name(s) of Plan(s):_____
Participant's Account Number (if known):_____
Date Participant Began Accruing Benefit in Plan:_____
Date Participant Retired and Began Receiving Money from Plan:_____

Plan 5
Company Name:_____
Address:_____
_____
Phone: (_____) _____ Contact: _____
Fax: (_____) _____ Email: _____
Official Name(s) of Plan(s):_____
Participant's Account Number (if known):_____
Date Participant Began Accruing Benefit in Plan:_____
Date Participant Retired and Began Receiving Money from Plan:_____

Plan 6
Company Name:_____
Address:_____
_____
Phone: (_____) _____ Contact: _____
Fax: (_____) _____ Email: _____
Official Name(s) of Plan(s):_____
Participant's Account Number (if known):_____
Date Participant Began Accruing Benefit in Plan:_____
Date Participant Retired and Began Receiving Money from Plan:_____

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

1. What was the member's date of initial entry into military service?_____
2. What was the member's date of retirement, if any?_____
3. Was the member a reservist or active member of the military?_____
4. Which branch of the military was/is the member in?_____
5. If the member is retired, did they elect survivor benefit coverage for the non-member?_____
6. If survivor benefits have been elected, do you wish to keep them in place?
7. If the member is active duty or active duty reserve, please provide the following:
   a. Average High-3 as of date of filing for divorce: _____
   b. Average High-3 as of date of settlement agreement:_____
   c. Average High-3 as of date of final judgment:_____

*****If survivor benefit plan coverage related to a military pension must be secured in your case, then you are hereby advised that you have one year to secure such coverage following your divorce, after which time such SBP shall be waived.**

5. Please mark an "X" next to each item that you have in your possession, and provide us with a copy of it:

_____ **Final Judgment or other order entitling you to a QDRO**

_____ **Settlement Agreement, if not part of your Final Judgment**

__X__ **Summary Plan Description**

__X__ **Statements for the account(s) for which you are seeking a QDRO**

6. If you were referred to us by someone, please tell us who: MATT MARTELL

7. If you are dividing a military or federal government pension, you must obtain a certified copy of your final judgment and provide it to us so that we can complete our process.

Signature: _____ Date: 3.10.23

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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 retirement account will take. This is because we cannot guarantee how quickly the other parties involved in this process will respond. The process begins when we receive all requested paperwork and payment. Once received, we generally prepare any documents (draft orders, letters, forms, etc.) within three (3) business days. At that point, we forward the draft order to our client(s) and to the plan administrator for review (if the plan is willing to review an order before it is signed by the court, which is not always the case). If the Plan has a pre-approval process, it will *generally* take between three (3) and eight (8) weeks for the order to be reviewed (but it can always take longer).

When the plan responds, they will advise as to whether the order is approved, or if changes should be made to accommodate the plan administrator's guidelines. If the plan requires changes, those changes are made within one business day of receipt of that letter. The order is then submitted to the court to obtain the judge's signature. Judges can take anywhere from two (2) to twelve (12) weeks to sign an order, depending on how busy their docket may be.

Once the court signs the order, we obtain a certified copy by U.S. mail. This can take anywhere from two (2) to six (6) weeks, depending on how busy the clerk may be. It can also take longer if the U.S. postal service or the clerk is running behind. You are always free to go to the courthouse to obtain the certified copy and mail or hand deliver it to us yourself. You are not obligated to do this, but in the event you wish to expedite the process, this may save several weeks.

The certified copy of the order is then submitted to the plan for final administration. At the end of final administration, the parties are generally notified in writing of the plan's final decision, including how the recipient spouse can claim their benefits under the retirement plan. At this point, our work is concluded. The final administration process varies in length depending on who the plan administrator is, and their process for handling the orders. If the plan administrator is a private sector employer, we estimate three (3) to eight (8) weeks for administration. If the plan administrator is the military or the thrift savings plan, or a state or county government, we estimate eight (8) to sixteen (16) weeks. If the plan administrator is the office of personnel management or another branch of the federal government, we estimate six (6) to forty-eight (48) *months*. Again, it can and sometimes does take longer. If you are concerned about the length of time the process if taking, you should contact the plan directly, although you are by no means obligated to do so.

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Frequently Asked Questions

Why does it take so long to finish a QDRO?

The speed of the judge, the clerk and the plan will dictate how quickly a QDRO can be completed. Although we work expeditiously, our office has very little control over those three parties. Judges often have several hundred or even thousands of cases on their dockets, so executing a court order can take weeks. Clerks have tens of thousands of cases to handle. Thus, they too 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. A plan administrator is responsible for an almost infinite number of tasks relating to their plan(s). A plan administrator is therefore very frequently busy to the point that they cannot even get to the review of a QDRO for several weeks or even months. Further, many plans do not always have sufficient staff and/or procedures in place to competently review and administer QDROs in a timely manner. Unfortunately, this is out of our control as well, although we do follow-up with the plan administrator regularly, and we copy you and/or your attorney on these correspondences.

Additionally, most judges, clerks and plan administrators still utilize U.S. mail exclusively to correspond with us, and the U.S. Postal Service alone can slow the process by several weeks.

We do everything that we can to follow-up with these parties to keep the process moving forward.

I received a letter from the Plan. What does it mean?

If you receive a letter from the plan, you should review it carefully. Correspondences generally say one of only a few things: i) they confirm receipt of an order; ii) they approve an order and give you instructions on what, if anything, you need to do to complete the process; and/or iii) they require adjustment to the order that they received.

Whenever you receive any correspondence as to which you have a question, you should scan/email it to us. If we need to discuss it with you, we will contact you.

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The order has been approved. Now what?

When an order is approved, the plan administrator will generally do one of two things: i) provide a 30-120 day appeals period for either party to raise an appeal of their decision as to the propriety of the QDRO submitted; or ii) if there is no appeals period, they will provide transfer/cash-out paperwork to the alternate payee, to direct the payout of the assigned benefit. As to the former situation, the appeals period can generally be waived if both parties signed a waiver. As to the latter, at this point the alternate payee needs to act quickly to advise the plan of what they would like the plan to do with the benefit assigned to them.

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