



Trustworthy. Accurate. Guaranteed.

201 W. Main Street, Suite 201

Murfreesboro TN 37130

615-785-0620 office

frank@tennqdro.com

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 to TennQDRO in accordance with the corresponding Plan I have agreed to. Please check a box:

Service Plan 1 (non-contract) \$475 Service Plan 2 (contract) \$400 Service Plan 3 (retainer contract)

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 Agreement. Please retain a copy of this 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:

1. A copy of the MDA or MSA or Final Judgment of Divorce or Final Decree OR the current agreement regarding retirement plans between the plaintiff and defendant (to be followed up with the MDA)
2. A completed copy of our QDRO information form
3. Fee 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 instructions for a certified copy of the DRO to be sent to the plan administrator. Once this has been done, our services will be completed.

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.

B. Fee: Fees vary in accordance to the various Plans offered by TennQDRO. You agree to pay the applicable Fee in advance. You agree that the Fee is nonrefundable. 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. If full payment cannot be made in advance, a nonrefundable retainer of \$100 is required to begin the Process and the entire Fee is due net 30 days. If this order results in more than one QDRO for multiple plans, an additional \$200 fee is due per additional QDRO.

F. Termination: You may terminate this Agreement at any time, with or 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.

H. Executions of Agreement: By signing this Agreement you understand that you have entered into an enforceable contract and accept the terms, conditions and obligations of this Agreement. You agree that you have freely and voluntarily entered into the Agreement with the full understanding of the legal ramifications contained in this Agreement.

printed name

signature

date

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.