

Troyan & Associates, P.A.

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The QDROAttorney.com Firm

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PRACTICE DEDICATED TO PENSIONS / QDROs / VALUATIONS

Troyan & Associates, P.A. - General Retainer Terms & Conditions:

Upon receipt of our full fee, the requested services will begin. No refunds will be provided, for cases that remain in-active for a period of six months and additional re-activation fees may apply. It is the responsibility of the retaining parties to provide any and all data, necessary for the services stated above. No independent discovery by our firm is included unless specified otherwise. Once fees for services are paid and a draft domestic relations order is prepared the full fee is earned and no refunds are available. Credit card processing fees of up to three percent will apply for all credit card transactions. Credit card processing fees are not refundable. Any credit card disputes will immediately stop all work and automatically authorize the release any and all information provided to this firm, including but not limited to personal and financial data. Once this firm issues a work product all fees are earned in full and are non-refundable. This firm provides flat fee services with advance payments only, fees paid are never held in trust and are not held in escrow. All fees are predicated on our firm being provided with all of the necessary data required for preparation of the QDRO(s). Additional fees may apply if the requested data is not supplied in a single installment. Additional time/services will be based on an hourly charge of four hundred fifty dollars. 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. This firm does not submit any documents to any Courts in any jurisdiction in any case ever. It is your sole and exclusive responsibility to obtain any required Court/Party signatures. Our QDRO drafting service will be based on our interpretation of the Agreement. Survivor benefits may be treated as separate entitlements requiring an affirmative statement in the Agreement. If any disagreement about our interpretation of the Agreement occurs, it is your responsibility to harmonize views with your adversary. Conflicts of interpretation of Agreements subsequent to the onset of our drafting will require an additional Dispute Resolution fee. Drafting is limited to plans and/or entities specified above. Should the parties at any time discharge licensed legal counsel and act as pro-se litigants this firm reserves the absolute right to immediately terminate any and all services and refuse to deal directly with the parties. We also reserve the right to adjust our fees based on our pro-se fee structure. Under no circumstances can liability exceed the actual amount of retainer paid to 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 this firm and the retaining party. A minimum file set-up fee of one hundred dollars will apply regardless if any services performed. The fee are based on at least one party being represented by an attorney. If at anytime both parties are self represented then the fee for the Domestic Relations Order is eight hundred dollars. Payment made pursuant to this retainer agreement will constitute acceptance by the parties, their agents and assigns to all conditions. 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 beyond the QDRO preparation. 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. Refund Policy: Once fees for services are paid and a draft domestic relations order is prepared the full fee is earned and no refunds are available. The minimum processing time for an initial draft domestic relations order is ninety days beginning when the full fee and data is acknowledged by Troyan & Associates, P.A.. The QDRO process is a long process that typically exceeds one year to complete.