



Engagement Agreement (“Agreement”)

This Agreement shall govern the relationship and terms of engagement between Golematitis Consulting LLC (the “Company”) and the undersigned party or parties (the “Party”) for services rendered in connection with the divorce or separate maintenance case of:

_____ vs. _____
Plaintiff’s Name Defendant’s Name

_____ County Circuit Court Case No. _____

NO ATTORNEY-CLIENT RELATIONSHIP

All services provided by the Company will be performed by attorney Meletios T. Golematitis, or by another attorney employed by the Company. However, the Company is not a law firm and does not represent any party. All services are rendered by the Company as a third-party expert retained by the Party or the Party’s attorney to perform certain agreed-upon services related to the division of retirement assets in the above-referenced matter. THE PARTY THEREFORE UNDERSTANDS AND AGREES THAT NO ATTORNEY-CLIENT RELATIONSHIP (EXPRESS OR IMPLIED) SHALL BE CREATED OR ESTABLISHED BY THE EXECUTION OF THIS AGREEMENT OR BY VIRTUE OF ANY SERVICES PERFORMED BY THE COMPANY, OR BY ANY ATTORNEY RENDERING SERVICES ON BEHALF OF THE COMPANY.

SCOPE OF SERVICES

Upon receipt of full payment of its fees, as set forth in the Company’s fee schedule below, and all documentation and other information necessary to perform the work requested by the Party, the Company will, to the best of its ability, render such services in a prompt and professional manner.

Orders for all plans except Military Pensions \$500

- *Although this is generally a flat fee, additional fees may be assessed if we are required to*



perform services beyond the normal scope of drafting the order. This includes equalizing defined contribution plans in order to calculate the amount to be awarded in the order.

Military Pension Division Orders

- *The division of a military pension often requires substantially more work than a typical order. Once we receive the initial paperwork, we will quote a fee and explain what the project will entail. Minimum fee will be \$750.*

Hourly Consulting

\$250/hr.

Order Review

- *Review order drafted by another party*

\$400

Expert Witness Testimony

- *Including review of documents, travel time and time spent in court (if applicable)*
- *Requires payment of retainer based on estimated time*

\$300/hr.

Expedited Order

- *For an additional \$150 (per order), you will receive your order within 3 business days from receipt of full payment and all information necessary to draft the order*

The Party understands that, absent express agreement to the contrary, the Company will act as a neutral third-party with respect to all services provided. Orders will be drafted in accordance with the express terms of the judgment of divorce or separate maintenance. If there are missing, ambiguous or conflicting provisions, the Company will make every effort



**GOLEMATIS
CONSULTING LLC**
PREMIER QDRO SERVICES

to resolve such matters with the parties or their respective attorneys and may require the parties to obtain a court order clarifying the terms, if necessary.

Completed orders will be sent only to a Party's attorney (or to a Party if unrepresented) who has paid at least part of the Company's fees. Orders will not be sent to a non-paying Party or his or her attorney unless instructed to do so by the paying party or his or her attorney. Exception: the orders will be sent to both parties if the judgment requires one party to pay our entire fee.

By executing this Agreement, the Party agrees to cooperate in promptly providing the Company with documents and other information, and to take all other action, necessary to perform the services for which the Company has been engaged. Documents will, at a minimum, consist of a copy of the judgment or property settlement agreement and fully completed worksheets provided by the Company.

In all cases, the Party is strongly encouraged to retain the services of an attorney to review all orders prepared by the Company to insure they comport with the terms of the judgment and the parties' intent, to assist them in the event issues arise with respect to the interpretation of the judgment and to assist them in entering the order with the court.

The Party understands that the following services are NOT within the scope of work performed by the Company:

- Collecting fees from a party (other than sending an invoice)
- Sending a subpoena to a retirement plan for information (only parties and their attorneys have the authority to do this)
- Arranging for the parties and attorneys to sign the order(s)
- Entering orders with the court
- Sending court-entered orders to the retirement plans for formal qualification



TERMINATION OF AGREEMENT

The Party may terminate this Agreement at any time, with or without cause, by written notification to the Company. Upon termination, the Company will refund any unused fees paid by the Party.

The Company reserves the right to terminate this Agreement for non-payment of fees, failure to provide requested information, conflicts of interest, or for conduct by the Party or Party's attorney which, in the Company's sole discretion, renders it unreasonably difficult for the Company to render the services for which is has been engaged.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Company and the Party. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the Company and the Party except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the Company and the Party.

Party or Attorney on Behalf of Party:

Print Name

Sign Name

Date