



(877) 661-7376
info@qdroco.com

This document can be signed electronically
if opened using an Adobe product.

QDRO

NEW REQUEST PACKET

(For State & Municipal Plans, FERS/CERS or Military Plans - Contact Us)

This document is meant to be a guide. As always, we welcome phone calls. We are glad to discuss the specifics of your case and what information we would need from you to get started.

Contents of this Packet:

- Checklist detailing what we need and how to submit it
- Payment Options
- Request Form
- Instructions for Division
- Engagement Agreement

Retention Overview:

To retain our services, you must provide the information detailed in the checklist. We will draft the Order in accordance with the terms of the Separation Agreement or Judgment Entry. If any division details are not provided in these documents, we will require that you provide instruction prior to preparing our draft. If both the decree and the request form are silent regarding assignment directives, we will use our default approaches.

Pre-Approval:

Our drafting service includes pre-approval at no additional charge. It typically takes 30-60 days for a Plan Administrator to review a draft QDRO. If you would like to opt out of this service, please check the appropriate box on the request form. You will be given a copy of the QDRO when we send it to the Plan Administrator, and you can have it court-certified at any time, especially if time is a factor. Also, please note that not all Plan Administrators will review a draft QDRO; some will only accept a court-certified copy. We will advise when a preliminary review is not an option.

QDROCO is not a does not provide individual legal, financial or tax advice or services.
Use of our QDRO drafting service does not create a client-lawyer relationship.

1

To retain our QDRO Drafting Services, you must provide the following information:

- Worksheet:** The QDRO Request Form can be found on the next page of this packet.
- Instructions:** If you are requesting our office prepare an Order, please provide a copy of the Separation Agreement or Judgement of Divorce, or in the event that these do not yet exist, instructions on how to divide the benefit in a cover letter or on the request form.
- Plan Information:** We require a current Account Statement (for Defined Contribution Plans) or Accrued Benefit Statement (for Defined Benefit Plans).
- Prepayment:** We require full payment of our fee before we provide the draft QDRO. A minimum of 50% of our fee is required to be considered retained. You may send a check by mail or pay online within an invoice we must create for you. (Payment directly through our website is coming soon.)

2

Once you have gathered the above, submit the packet and supporting documents to:

Email: documents@qdroco.com

Fax: (866) 792-3674

Mail: P.O. Box 422, Chelsea, MI 48118

3

After reviewing your submission, we will advise you if we require any further documentation. In the event you have any of the following items, please provide them with your initial submission. This may expedite the process.

- Any additional participant-specific plan information (i.e., balances for use in offset, etc.)
- Model QDRO Language
- Written QDRO Procedures
- Summary Plan Description

Once the QDRO is completed, it will be uploaded to our secure Client Portal and shared with you.

Once retained, you will receive an invitation to set up your login credentials to the Client Portal.

If you need documents shared with you in another way, please let us know.

QDRO REQUEST FORM

A standard Order includes: (1) plan document review; (2) retirement plan verification; (3) a draft Order; and (4) pre-approval if the Plan will review a draft.

I opt out of free pre-approval (if allowed by the Plan).

Note: A review of the draft QDRO typically takes 30-60 days.

Completed orders will be sent only to a Party's attorney (or to a Party if unrepresented) who has paid at least part of QDROCO'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.

PART A: CASE INFORMATION

PLAINTIFF / PARTY A:

Name: _____

Street Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

Social Security Number: _____

Date of Birth: _____

DEFENDANT / PARTY B:

Name: _____

Street Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

Social Security Number: _____

Date of Birth: _____

Plaintiff / Party A is the: PLAN PARTICIPANT ALTERNATE PAYEE

Are either parties intending to move to a different address within the next 60 days? Yes No

If yes, which party? Plaintiff / Party A Defendant / Party B

Name of the person completing this form: _____

QDROCO generally requires that *at least one party* be represented by an attorney. Provide the name(s) of the applicable attorney(s) below.

Plaintiff does does not have an attorney

Defendant does does not have an attorney

PLAINTIFF/PARTY A ATTORNEY:

Attorney Name: _____

Firm Name: _____

Street Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

DEFENDANT/PARTY B ATTORNEY:

Attorney Name: _____

Firm Name: _____

Street Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

COURT INFORMATION:

Case No.: _____

Judge: _____

County: _____

DURATION OF MARRIAGE:

Date of Marriage: _____

Date of Divorce: _____

Date of Division: _____

PART B: PAYMENT INFORMATION

QDRO (401K, ESOP, Profit-Sharing Plan).....	\$499
403b, 457 and Non-Qualified Plan	\$499
State & Municipal Pension Plans (EDRO)	\$499
Private Pension	\$499
Federal Pension (FERS or CSRS).....	\$499
Order Dividing Military Retirement Pay	Call for Quote

THREE WAYS TO PAY:

1 **Online:** [Click Here and Pay Online Using Square](#)

2 **By Check:** Make check payable to "The QDRO Company, LLC" and mail to P.O. Box 422, Chelsea, MI 48118.

3 **Through our secure Client Portal:** One or both parties will receive an invoice as instructed below:
 Split the fees equally between the parties
 The Retirement Plan Participant is to pay 100% of the fee
 The Alternate Payee is to pay 100% of the fee

PART C: PLAN INFORMATION

QDRO #1 — INFORMATION FOR RETIREMENT PLAN BEING DIVIDED

Employee (Participant) Name: _____ Gender: _____

Employer/Company Name: _____

Company Phone: _____ Contact Person: _____

Plan Name: _____

Hire Date: _____

Employment Status: Hourly Salaried

Employed Terminated Retired _____

(Date of Retirement)

Assignment Instructions — Defined Contribution Plan (e.g., 401(k), 403(b), Profit Sharing, Thrift Plans, Deferred Comp)

Complete this section if the details are not included in the Judgment. If both are silent we will use our defaults.

- Assignment: _____% of Total Account Balance as of ____/____/____;
 \$_____ as of ____/____/____;
 Other: _____
- Include gains/losses (choose one): Yes (*default*) No
- Loan Treatment (choose one): Include in total account balance Exclude from total account balance (*default*)

Assignment Instructions — Defined Benefit Plan (e.g., Private Pension Plan)

Complete this section if the details are not included in the Judgment. If both are silent, we will use our defaults.

- Amount: _____% marital portion coverage
_____% frozen as of the divorce date
_____% total benefit at retirement
_____ \$ per month
Other: _____
- Whose life expectancy? * Alternate Payee (separate interest) (*default*) Participant (shared Interest)
- Include a qualified pre-retirement survivor annuity (QPSA)? Yes (*default*) No
- Include a qualified post-retirement joint and survivor annuity (QJSA) (*only for shared payment*)? Yes
- Include early retirement subsidies and supplements? Yes No
- Include cost-of-living adjustments? Yes No

** If the Participant is in payout status, a shared payment approach is the only option and the form of benefit elected at the Participant's retirement cannot be altered.*

PART C: PLAN INFORMATION

QDRO #2 – INFORMATION FOR RETIREMENT PLAN BEING DIVIDED

Employee (Participant) Name: _____ Gender: _____

Employer/Company Name: _____

Company Phone: _____ Contact Person: _____

Plan Name: _____

Hire Date: _____

Employment Status: Hourly Salaried
 Employed Terminated Retired _____

(Date of Retirement)

Assignment Instructions – Defined Contribution Plan *(e.g., 401(k), 403(b), Profit Sharing, Thrift Plans, Deferred Comp)*

Complete this section if the details are not included in the Judgment. If both are silent, we will use our defaults.

- Assignment: _____ % of Total Account Balance as of ____/____/_____;
 \$ _____ as of ____/____/_____;
 Other: _____
- Include gains/losses (choose one): Yes *(default)* No
- Loan Treatment (choose one): Include in total account balance Exclude from total account balance *(default)*

Assignment Instructions – Defined Benefit Plan (e.g., Private Pension Plan)

Complete this section if the details are not included in the Judgment. If both are silent, we will use our defaults.

- Amount: _____ % marital portion coverture
 _____ % frozen as of the divorce date
 _____ % total benefit at retirement
 _____ \$ per month
 Other: _____
- Whose life expectancy? * Alternate Payee (separate interest) *(default)* Participant (shared Interest)
- Include a qualified pre-retirement survivor annuity (QPSA)? Yes *(default)* No
- Include a qualified post-retirement joint and survivor annuity (QJSA) (*only for shared payment*)? Yes
- Include early retirement subsidies and supplements? Yes No
- Include cost-of-living adjustments? Yes No

** If the Participant is in payout status, a shared payment approach is the only option and the form of benefit elected at the Participant's retirement cannot be altered.*

IF YOU NEED ADDITIONAL QDROs, PLEASE SUBMIT AN EXTRA SHEET.

Additional Comments and Further Directives:

Use the space below for any information we should know that was not previously indicated.

THE RETENTION AGREEMENT & SIGNATURES FOLLOW
ON THE NEXT TWO PAGES

RETENTION AGREEMENT — THE QDRO COMPANY, LLC

SCOPE OF SERVICES – QDRO DRAFTING

- The QDRO Company (“QDROCO”) will prepare the appropriate documentation for the division of the applicable retirement plan(s) based on your agreements and/or order of the Court and the completion of our QDRO Request Form. If your separation agreement is not clear, we will ask all parties and attorneys for written clarification.
- We will provide the appropriate Court Orders to all parties and attorneys and to the Plan for pre-approval (if allowed by the Plan and requested by you).

It is not the responsibility of QDROCO to:

1. Obtain the signatures that are needed on the QDRO;
2. Submit the Order to the Court for signature by the Judge;
3. Send the court-signed Order to the Plan Administrator for execution; and
4. Complete any other paperwork the Plan requires for distribution of funds or implementation of benefits.

If the Order is rejected by the Plan, we will make appropriate corrections free of charge. Any changes to an Order requested after receipt of qualification by the Plan Administrator will be charged at a rate of \$175/hour.

QDROCO FEES

- It is understood that QDROCO has been retained for this engagement by one or both of the parties and that they are liable for our fees.
- QDRO fees are to be paid prior to us commencing work.
- Occasionally, parties need additional consulting work if they have not fully agreed the terms of their agreement regarding their retirement plans. In these cases, our hourly consulting rate is \$175/hour.
- All invoices are due and payable upon presentation. Payment may be made by check, e-check, money order, debit card or credit card.
- In some cases, the Plan Administrator will charge fees for the review and qualification of an Order. Any such fees are not part of this Agreement.

LEGAL, FINANCIAL AND/OR TAX ADVICE

QDROCO does not express any opinion as to the outcome of any legal matter, nor does QDROCO, its agents, consultants or employees render individual legal, financial or tax advice.

ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration, in the State of Michigan, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction hereof. It is agreed that, in the event of arbitration, the parties will keep the proceedings and results confidential, except as required by law or reasonable business necessity.

TERMINATION OF THIS AGREEMENT

This Agreement can be terminated at any time, with or without cause, by written notification by any party to this Agreement. Upon termination, QDROCO will refund any unused fees paid.

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

UNDERSTANDING OF THIS AGREEMENT

By signing this Agreement, the undersigned agrees that this is an enforceable contract and accepts the terms, conditions and obligations as set forth herein.

SIGNER 1 (At least one signature required)

Party or Attorney on Behalf of Party:

This document can be signed electronically if opened using an Adobe product.

Date

Print Name

Sign Name

SIGNER 2

Party or Attorney on Behalf of Party:

Date

Print Name

Sign Name