

# QDRO

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## QDRO Request Form

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|---|--|---|
| <input type="checkbox"/> Standard QDRO Preparation: \$400     | <input type="checkbox"/> Military Court Order: \$600 | <input type="checkbox"/> State Plan JE Language: \$500  |
| <input type="checkbox"/> Additional Same/ Next Day Fax: \$100 | <input type="checkbox"/> Railroad Order: \$400       | <input type="checkbox"/> State Plan Order (DOPO): \$400 |
| <input type="checkbox"/> Civil Service, FERS COAP: \$400      | <input type="checkbox"/> State Plan Package: \$750   | <input type="checkbox"/> Ohio Deferred Comp: \$400      |

Please send me the QDRO in the following format:

- via email to \_\_\_\_\_  in Microsoft Word file  
 in a Word Perfect file

1. Requesting Attorney Information: Represents:  Participant  Alternate Payee

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Important Note Regarding QDRO Consultants Co./Requesting Attorney Relationship:** While QDRO Consultants Co. will draft the QDRO in accordance with the terms and conditions specified in this Request Form and/or the attached Judgment Entry, please understand that we often receive inquiries by opposing counsel regarding the provisions contained in our QDROs. As a result, we will discuss with opposing counsel, at their request, the impact and/or meaning of the various clauses contained in the QDRO.

2. Participant Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employment Status:  Active  Terminated  Retired on \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Alternate Payee Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Marriage: \_\_\_\_/\_\_\_\_/\_\_\_\_

Last date for acquisition of marital assets: \_\_\_\_/\_\_\_\_/\_\_\_\_

4. Plan Information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Name of Plan(s): \_\_\_\_\_

## Directives for "Defined Contribution" Plan QDROs (401(k) type plans)

### Alternate Payee's Assignment of Benefits: (Please choose one)

- 50% of Total Account Balance as of \_\_\_\_/\_\_\_\_/\_\_\_\_;
- \$ \_\_\_\_\_ as of \_\_\_\_/\_\_\_\_/\_\_\_\_;
- Other: \_\_\_\_\_.

**Important Note for Defined Contribution QDROs:** All of the above approaches would provide the Alternate Payee with interest and investment gains/losses attributable to his/her share of the benefits for periods subsequent to the divorce until the date of distribution. Additionally, the alternate payee's share would be calculated on a "pro-rata" basis among all of the participant's accounts and/or investment funds. If this is not your intent, please let us know.

### Loans: (Please choose one)

- The Alternate Payee's share of the benefits will be calculated **after** the loan amount is subtracted from the Participant's total account balance.
- The Alternate Payee's share of the benefits will be calculated **before** the loan amount is subtracted from the Participant's total account balance.

## Directives for ERISA-Governed "Defined Benefit" Pension Plan QDROs

### Alternate Payee's Assignment of Benefits: (Please choose one)

- Traditional Coverture Approach** (50% of Marital Portion based on Years Earned During Marriage Divided By Total Years of Service at Participant's Date of Retirement or Alternate Payee's Elected Benefit Commencement Date, if earlier;
- 50% of Accrued Benefit "Frozen" as of \_\_\_\_/\_\_\_\_/\_\_\_\_;
- \$ \_\_\_\_\_ *per month*, adjusted for actuarial equivalence and early commencement;
- Other: \_\_\_\_\_.

### Separate Interest vs. Shared Payment QDRO: Whose Life Expectancy?: (Please choose one)

- "SEPARATE INTEREST" APPROACH: Actuarially Adjusted To "Alternate Payee's" Life Expectancy; generally, Alternate Payee can commence benefits upon Participant's earliest retirement age, even if still working.** (After commencement, Alternate Payee's benefits will continue for remainder of his/her lifetime, regardless of Participant's death. Would still need to check **Qualified Pre-Retirement Survivor Annuity (QPSA) Protection** below to secure Alternate Payee's benefits in the event Participant dies before retirement). Important Note: Under this Approach, if Alternate Payee predeceases Participant after benefit commencement date, there is generally no reversion of benefits to Participant.
- "SHARED PAYMENT" APPROACH: Based on "Participant's" Life Expectancy; generally Alternate Payee "must wait" until Participant retires before he/she can commence benefits.** (After commencement, Alternate Payee's benefits will cease at Participant's Death. In order to continue benefits to Alternate Payee after Participant's death, must select **Qualified Post-Retirement Joint & Survivor Annuity Coverage** below. Would still need **Qualified Pre-Retirement Survivor Annuity (QPSA) Protection** below to secure Alternate Payee's benefits in the event Participant dies before retirement). Important Note: Under this approach, if Alternate Payee predeceases Participant after benefit commencement date, the Alternate Payee's benefits will generally revert back to the Participant.

- | <u>Yes</u>               | <u>No</u>                | <u>(Please Choose Each Item as Applicable)</u>   |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Qualified Pre-Retirement Survivor Annuity ("QPSA")</b> protection for Alternate Payee;  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Qualified Post-Retirement Joint &amp; Survivor Annuity ("QJSA")</b> protection for Alternate Payee (not necessary, if you checked <b>"Separate Interest" Approach</b> above); |
| <input type="checkbox"/> | <input type="checkbox"/> | "Prorata" Share of <b>Early Retirement Subsidy</b> and/or <b>Temporary Supplements</b> , if any;   |
| <input type="checkbox"/> | <input type="checkbox"/> | "Prorata" Share of <b>Post-Retirement COLA Adjustments</b> , if any.   |

## Directives for Civil Service and FERS Orders

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### Amount of Assignment

- A "Prorata" Share based on traditional coverture approach (50% of marital portion)
- \$\_\_\_\_\_ from Employee Annuity Upon Retirement

COLA Increases for Alternate Payee?    Yes    No

### Refund of Employee Contributions: If Employee "Quits" Before Retirement and Applies for a Refund of Employee Contributions, Alternate Payee Gets:

- A "Prorata" Share (This will be in lieu of a future monthly pension)
- \$\_\_\_\_\_
- None of it (Former Spouse will also sacrifice any monthly pension benefits otherwise awarded to him/her)
- Forbid or "bar" Employee from ever applying for a refund if such an election would extinguish Alternate Payee's rights to a future monthly pension)

### If Alternate Payee Dies, his/her assigned share of benefits should go:

- To her Estate
- To her Children in equal shares (names and SS# required)
- Back to the Participant

### Survivor Protection (in event of Participant's death):

- Please Include "Former Spouse Survivor Annuity" Protection for Alternate Payee, based on:
  - A "Prorata" Share
  - "Maximum" Allowable (**Warning:** This could provide Alternate Payee with survivor benefits that are greater than his/her original assignment.)
- Do Not Include any Survivor Protection in the Order (**Warning:** Alternate Payee will not receive ANY benefits in the event of the Employee's death.)

*(By law, Alternate Payee will forfeit rights to any survivor annuity if he/she "remarries" before age 55)*

## **Directives for Dividing Military Retired Pay**

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**Participant is:**    Active Member       Reservist     Already Retired

**10/10 Rule:** Did Member Earn at Least "Ten" Years of Service During the Marriage?

Yes       No

(If answer is "No", DFAS will not accept "property division" order. Call for details)

**Amount of Assignment**

- Traditional Coverture (Based on "Years" if Active Member, or "Points" if Reservist)
- \$\_\_\_\_\_ from Military Retired Pay Upon Retirement
- \_\_\_\_\_% of Military Retired Pay upon Retirement (Cannot exceed 50%)

(Note: If Member already retired, must use percentage or dollar amount)

**COLA Increases for Alternate Payee?**    Yes    No

**Survivor Protection (in event of Participant's death):**

- Please include "SBP" (Survivor Benefit Plan) Protection for the Alternate Payee, based on:
  - Alternate Payee's Assigned Portion
  - Maximum Allowable (Warning: This could provide Alternate Payee with survivor benefits that are greater than his/her original assignment)
- Do Not Include any Survivor Protection in the Order (**Warning:** Alternate Payee will not receive ANY benefits in event of Employee's death)

***Please submit pertinent pages of the Separation Agreement, Judgment Entry or Post-Decree Language along with prepayment. (Be sure to include the first page so that we may add the case caption to the draft.)***