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QDRO Compliance Services

"National Experts in QDRO Administration and Drafting"

Author of the *Qualified Domestic Relations Order Handbook, 4th Ed.*
(Wolters, Kluwer Publ.)

www.qdprocs.com

QDRO Request Form

(\$400 per QDRO if Requested by an Attorney)
(\$600 per QDRO if Requested by a Divorced Individual)

Requesting Attorney: Represents: Participant Alternate Payee

Name: _____

Address: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Please send me the QDRO: via Email via Regular Mail

Do you give permission to discuss QDRO issues with opposing counsel? Yes No

Participant:

Name: _____

Address: _____

Social Security Number: _____ - _____ - _____ Date of Birth: ____/____/____

Employment Status: Active Terminated on ____/____/____ Retired on ____/____/____

Original Hire Date: ____/____/____ (Will help determine "marital portion" if applicable)

Alternate Payee:

Name: _____

Address: _____

Social Security Number: _____ - _____ - _____ Date of Birth: ____/____/____

Marriage Duration:

Date of Marriage: ____/____/____

Last date for acquisition of marital assets: ____/____/____

Plan Information:

Company Name: _____

Address: _____

Phone: (____) _____ Contact: _____

Name of Plan(s): _____

Directions for "Defined Contribution" Plan QDROs

(They include 401(k), profit sharing, 403(b), thrift and retirement savings plans)

Amount Payable to Alternate Payee: (Please choose one)

- 50% of "Total Account Balance" as of ____/____/____;
- 50% of the "Marital Portion" [50% x (account balance at divorce *minus* account balance at marriage)]

*(Note: If you check this option, please include a **Signed Limited Authorization by Participant** so that we can send a discovery request letter to the plan administrator to obtain the necessary account balance information.*

- \$_____ as of ____/____/____;
- Other: _____

Investment Gains/Losses: (Will be automatically included for AP unless told otherwise)

Please Note: The QDRO will include language that automatically provides the Alternate Payee with any investment gains/losses attributable to his/her share of the benefits from the date of divorce until the date of distribution. If this is not your intent, please provide further direction in the Comment and Further Directives Section at the end of this form.

Outstanding Plan Loans: (Please Choose One)

- Common Approach:* The Alternate Payee's share of the benefits will be calculated "**after**" the outstanding loan amount, if any, is subtracted from the Participant's total account balance. (Ex: If P had \$100,000 and borrowed \$20,000, AP would receive \$40,000 (50% of \$80,000)). Under this approach, P's outstanding plan loan is treated as marital in nature where such loan funds were utilized for a marital purpose.
- Rare Approach:* The Alternate Payee's share of the benefits will be calculated "**before**" the outstanding loan amount is subtracted from the Participant's total account balance. (Ex: If P had \$100,000 and borrowed \$20,000, AP would receive \$50,000 (50% of \$100,000)). This approach is generally used if P's outstanding plan loan was taken *without the knowledge of AP* and used for a non-marital purpose.

QDRO Processing Fees, if any: Some plans charge the parties to process a "defined contribution" QDRO. The QDRO will include language that directs the plan administrator to **equally divide** this QDRO Processing Fee between the parties. *If this is not your intent, please provide further direction in the Comment and Further Directives Section at the end of this form.*

Directions for "Defined Benefit" Pension Plan QDROs

- Please Prepare "Best-Practices" Defined Benefit Plan QDRo (Utilizing Separate Interest, Coverture-Based Formula with ER Subsidy & Supplements, COLA & QPSA if necessary)**
Note: This will provide the Alternate Payee with all of the "recommended clauses" to best represent his/her full 50% "marital" property rights in the Participant's pension. If you check this box, you can skip the remainder of this form. If this is NOT your intent, please complete all of the sections below, as applicable.

Amount Payable to Alternate Payee: (Please choose one)

- Traditional Coverture Approach:** 50% of Marital Portion of accrued benefit based on years of service earned during marriage divided by total years of service at retirement (or AP's benefit commencement date, if earlier)
- 50% of Accrued Benefit "Frozen" as of** ____/____/____
- \$_____ per month**, adjusted as necessary for actuarial equivalence and/or early commencement
- Other:** _____

"Separate Interest" or "Shared Payment" QDRo: Whose Life Expectancy? (Please choose one)

- "SEPARATE INTEREST" APPROACH: (Recommended for "Active" Participants):**
Under Separate Interest approach,
1. AP's benefits will be *actuarially adjusted* to his/her own life expectancy;
 2. AP can elect to commence benefits on or after P's earliest retirement age, even if P is still working;
 3. Once AP commences benefits, P's death will not affect AP's rights to continued payments for life;
 4. Under most plans, *Qualified Pre-Retirement Survivor Annuity ("QPSA")* is necessary to secure AP's benefits if P dies before AP's commencement date. Be sure to check "yes" to QPSA coverage below;
 5. AP's benefits generally revert to P if AP dies before commencement.
- "SHARED PAYMENT" APPROACH: (Recommended for "Retired" Participants):**
Under Shared Payment approach,
1. AP's benefits remain based on P's life expectancy;
 2. AP *must wait* for P to retire before he/she can elect to commence benefits;
 3. AP's benefits will cease at P's death;
 4. *Qualified Pre-Retirement Survivor Annuity ("QPSA")* protection is necessary to secure AP's benefits in the event P dies "*before*" AP commences benefits. Therefore, be sure to check "yes" to QPSA coverage below;

(Directions for Defined Benefit Plans – Continued)

- 5. *Qualified [Post-Retirement] Joint and Survivor Annuity ("QJSA")* protection is necessary to secure AP's benefits in the event P dies "after" AP commences benefits. Therefore, be sure to check "yes" to QJSA coverage below;
- 6. AP's benefits generally *revert* to P upon AP's death either before or after commencement.

Please Complete the Additional QDRO Entitlements for the Alternate Payee as Applicable:

Yes No

- Qualified Pre-Retirement Survivor Annuity ("QPSA")*** protection for Alternate Payee (Generally required for "Separate Interest" QDROs);
- Qualified [Post-Retirement] Joint & Survivor Annuity ("QJSA")*** protection for Alternate Payee (Required for "Shared Payment" QDROs; not necessary, if you checked "Separate Interest" Approach above);
- Early Retirement Subsidy*** and/or ***Temporary Supplements***, if any (Alternate Payee should receive a "pro-rata" share);
- Post-Retirement COLA Adjustments***, if any (Alternate Payee should receive a "pro-rata" share).

Comments and Further Directives:

QDRO Compliance Services requires “pre-payment” for our QDRO drafting services. When submitting the *QDRO Request Form*, please also include the pertinent pages from the parties’ ***Separation Agreement or Judgment Entry***, including the first page so that we can add the appropriate case captions to the QDRO.

Please send your completed QDRO Request Form, JE Language and “pre-payment” to:

**QDRO Compliance Services
9601 Weathervane Dr.
Chagrin Falls, Ohio 44023
Attn: Gary Shulman**

You can also email the completed QDRO Request Form and accompanying information to gary@qdprocs.com