



QDRO ADVISORS, INC.  
248 Route 25A, Suite 105  
East Setauket, NY 11733  
Phone: (631) 941-3034  
Fax: (631) 616-0066  
Email: [info@qdroadvisors.com](mailto:info@qdroadvisors.com)  
Website: [www.qdroadvisors.com](http://www.qdroadvisors.com)

## PENSION & RETIREMENT PLAN VALUATION PROCESS

In order for QDRO Advisors to perform your valuation(S), we need to obtain information from the relevant plan(s). In this packet there is a general authorization for the participant to complete and a request for valuation forms requesting information we need to start the process. The more information that is provided the easier and faster we are able to provide you with a valuation. Any missing information may delay the process. One of our first task is to verify who holds the retirement assets. The employer may not be the plan administrator.

We are often asked why some valuations take longer than others. Assuming that we have what we need from the parties, the primary reason valuations take time is because the plan administrators are not forth coming with the requested information. Frequently, three and sometimes four requests are made before obtaining all the information required. This may also include verification of previously sent information.

We can assure you that we make every effort to obtain accurate and timely information from the plan in order to effectuate your valuation. However, please be aware that much of the accuracy of the information depends on the plan and their records. Frequently plan administrators change and so do the records.

Please complete all the information requested. If the request is pursuant to a Preliminary Conference Order, please provide a copy. The order provides us with necessary information which we need to comply with.

In the event you previously obtained a Summary Plan Description of the plan, this may assist in expediting your valuation.

Regarding fees, all fees must be paid up front. We will not release any valuation report until the fees have been paid in full. However, in order to avoid delays in the valuation process we will request the plan information without payment. Please be aware that most of the fees are known in advance. However, determining whether or not there are pre-marital account gains and losses in defined contribution plans cannot always be determined until we have obtained information from the plan. In which case you will be notified if this is the case. Additionally, our fees are based on the work involved and not on the results.

We accept checks and credit card payments. If you would like to pay by credit card, you may use the form in this packet or call our office.

### PLEASE ENSURE THAT THE ITEMS BELOW ARE INCLUDED WHERE APPLICABLE:

- PC Order
- Complete all requested forms and retainer. Please Type or Print to avoid errors
- Appropriate fees
- Check payable to QDRO ADVISORS, INC. (Paying by Credit Card: Use credit card payment form or please call our office. We accept Master Card, Visa and Discover or use our convenient credit card form)
- Please provide statements for any accounts that are being valued where possible

If work is terminated prior to completion for any reason, QA will deduct only incurred expenses (time and disbursements) based upon an hourly rate of \$250.00. The balance of the prepayment fee, will be promptly refunded.



**REQUESTING ATTORNEY INFORMATION (PLEASE PRINT ALL INFORMATION)**

Your Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Firm Name: \_\_\_\_\_ FAX #: \_\_\_\_\_

Firm's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

\_\_\_\_\_ Do you represent the  Plaintiff or  Defendant?

Is opposing counsel receiving a copy of the draft QDROs to review Yes  No

**OPPOSING ATTORNEY INFORMATION**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Firm Name: \_\_\_\_\_ FAX #: \_\_\_\_\_

Firm's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

**PARTIES INFORMATION (PLEASE PRINT ALL INFORMATION)**

	<b>PLAINTIFF</b>	<b>DEFENDANT</b>
<b>Name:</b>		
<b>Street:</b>		
<b>City:</b>		
<b>State:</b>		
<b>Zip Code:</b>		
<b>Date of Birth:</b>		
<b>Soc. Sec. #:</b>		

**IMPORTANT DATES**

Marriage Date: \_\_\_\_\_ Stipulation Date: \_\_\_\_\_

Cutoff Date: \_\_\_\_\_

Divorce Judgment Date: \_\_\_\_\_ Date Entered: \_\_\_\_\_

**COURT INFORMATION (please provide case heading if possible)**

Case Heading: \_\_\_\_\_

Venue (county): \_\_\_\_\_ Judge's Name: \_\_\_\_\_ Docket/Index # \_\_\_\_\_

Courthouse Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**PENSION AND/OR EMPLOYMENT INFORMATION**

Employer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Plan Information: \_\_\_\_\_

Who is the Participant:  Plaintiff or  Defendant (check one)  In pay Status

**PENSION AND EMPLOYMENT INFORMATION**

Employer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Plan Information: \_\_\_\_\_

Who is the Participant:  Plaintiff or  Defendant (check one)  In pay Status

**PENSION AND EMPLOYMENT INFORMATION**

Employer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Plan Information: \_\_\_\_\_

Who is the Participant:  Plaintiff or  Defendant (check one)  In pay Status

**PENSION AND EMPLOYMENT INFORMATION**

Employer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Plan Information: \_\_\_\_\_

Who is the Participant:  Plaintiff or  Defendant (check one)  In pay Status

**PENSION AND EMPLOYMENT INFORMATION**

Employer Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Plan Information: \_\_\_\_\_

Who is the Participant:  Plaintiff or  Defendant (check one)  In pay Status

**FINANCIAL CONSULTATION REFFERAL**

We recognize the importance of any distributions that you may receive. Although QDRO Advisors, Inc. is not in the business of financial planning or investment planning, we believe that you should be aware of your options regarding this important decision. You should consult your advisor or if you do not have one, and would like us to recommend one, please provide the following information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Completion of Authorization Form**

Our authorization forms are designed to obtain the necessary information required to prepare the valuations that are being requested. Because of the many contingencies that can occur, it provides for some flexibility because not all company's or retirement systems etc. have all the necessary information in one location or they may have retained third party administrators to handle such information. Additionally, we may be required to obtain information from other identities which directly affect our ability to provide accurate information.

We obtain only the information necessary to perform the task at hand and under no circumstance do we obtain information which is not relevant to our job.

**Therefore, any attempt to modify, change or mark up any authorization will be returned to you.**

**Only complete the New York State Teachers Retirement System authorization if the Participant is in this plan.**



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## RELEASE AND AUTHORIZATION

Name of Participant/Employee: \_\_\_\_\_

SSN: \_\_\_\_\_

This authorization applies to the Individual listed above and applies to any pension plan, retirement plan, investment account, brokerage firm, or financial service company or employer maintaining information as described below on behalf of the above individual, and applies to his/her current or previous employer(s) and shall apply to any and all employers, affiliated service groups, controlled groups, or entities under common control or any union affiliation's the employee may have as a result of the employees occupation or employment.

This form will authorize you to release any and all information regarding my pension and retirement benefits, credited service, compensation, or any other benefits such as employee benefits plans, employee savings plans, stock ownership plans, stock option plans, defined contribution plans, I.R.A(s), 401(k) plans or other employment benefits including insurance, disability and welfare programs, information pertaining to direct or indirect compensation upon termination or retirement (sick, vacation, etc.), and my employment history, including a Summary Plan Description, Annual Summary Statement and Salary History. This information pertains to ERISA and Non-ERISA covered Plans. To facilitate handling this matter, I authorize you to disclose any information both verbally and in writing by fax and/or by email to QDRO Advisors, Inc. In addition, I ask that you honor faxed transmissions of this authorization form or copies thereof. This authorization does not permit the release of my non-financial personal records. This authorization will expire 365 days from the date of notarization. This authorization permits you to forward this information directly to: *QDRO Advisors, Inc., 248 Route 25A, Suite 105, East Setauket, NY 11733, (631) 941-3034*, or its agents:

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

STATE OF NEW YORK )

) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_. before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons(s) upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
**Notary Public**



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### RELEASE AND AUTHORIZATION

**For: NEW YORK STATE TEACHERS' RETIREMENT SYSTEM**

Name of Participant / Employee: \_\_\_\_\_

SSN: \_\_\_\_\_

This authorization applies to the Individual listed above and applies to any pension plan, retirement plan, or employer maintaining information as described below on behalf of the above individual.

This form will authorize you to release any and all information regarding my pension and retirement benefits, credited service, compensation, or any other related matters, or other employment benefits including disability or information pertaining to direct or indirect compensation upon termination or retirement (sick, vacation, etc.), and my employment history, including a Summary Plan Description, Annual Summary Statement and Salary History. To facilitate handling this matter, I authorize you to disclose any information both verbally and in writing by fax and/or by email to QDRO Advisors, Inc. In addition, I ask that you honor faxed transmissions of this authorization form or copies thereof. This authorization does not permit the release of my non-financial personal records. This authorization will expire 365 days from the date of notarization. This authorization permits you to forward this information directly to: *QDRO Advisors, Inc., 248 Route 25A, Suite 105, East Setauket, NY 11733, (631) 941-3034*, or its agents:

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

STATE OF NEW YORK )

) ss:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_. before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) n the instrument, the individual(s), or the persons(s) upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
**Notary Public**



## CREDIT CARD PAYMENTS

This form may be used to process credit card payments or contact our office. Please print clearly.

### Type of Service Requested

- Q/DROs
- Q/DRO Expedited Service Additional  
\$100.00 Per Q/DRO (Receive draft in 7- 10 days)
- Pension Valuation

### Type of Credit Card

- Master Card
- Visa
- Discover
- Debit

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

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

Zip Code: \_\_\_\_\_

Card No: \_\_\_\_\_

Expiration Date: mm/yr: \_\_\_\_\_

Card Verification Code - last 3 digits found on the back of Card: \_\_\_\_\_

Amount \$ \_\_\_\_\_

Signature: \_\_\_\_\_



## **PENSION VALUATION RETAINER AGREEMENT**

This contract constitutes a binding legal retainer agreement that sets forth the terms and conditions of engagement for services defined herein below provided by QDRO ADVISORS, Inc.

### **THIS AGREEMENT FOR PENSION AND RETIREMENT VALUATION SERVICES CONSTITUTES A BINDING LEGAL CONTRACT AND SHOULD BE REVIEWED CAREFULLY PRIOR TO SIGNING**

**QDRO ADVISORS, INC.**, (hereinafter “pension consultant” or “**QDRO ADVISORS, INC.**”) in the preparation of pension and/or retirement plan valuation(s) (hereinafter referred to as “valuations”) has relied exclusively on the data and information provided to this office by the participant(s), plan administrator(s) and/or their attorneys or respective representatives (hereinafter collectively “participants”). All valuations are prepared in reliance of the data and information provided by the participant(s). Any error made in the proffered valuations as a result of erroneous or faulted data or misinformation provided or new information supplied by the participants which results in inaccurate valuations or requires reevaluations as a result of such erroneous or faulted data or misinformation shall not be attributable to this office. Any and all hours expended to reevaluate, edit, redraft or recalculate faulted or inaccurate valuations due to erroneous or faulted data or misinformation provided by the participants shall result in additional fees for billable hours expended in correcting said errors.

Pension valuations are complex calculations. Pursuant to this agreement QDRO ADVISORS, INC. shall contact the Plan Administrator and/or Employer for information regarding the valuation and benefits. QDRO ADVISORS, INC. relies on the information provided by the Plan Administrator(s) and/or Employer, as well as data and information provided by the participant(s) or others as is deemed necessary. Upon receipt of all necessary and relevant information QDRO ADVISORS, INC. shall perform and complete the requested pension valuation(s). All valuations are predicated on the information provided to QDRO ADVISORS, INC., by the participants, plan administrators and others, and are presumed to be correct, accurate and complete. However, information of this type is based on assumptions and therefore, no specific assurance can be given to ultimate accuracy of the valuation(s). A standard deviation from absolute accuracy is acknowledged and accepted. QDRO ADVISORS, INC. reserves the right to amend our findings if new information becomes available. Public information, industry standards or statistical data and information are gathered from sources that deemed to be reliable; however, we make no representation as to the ultimate accuracy or completeness of such information, and have accepted the information without further verification. It is specifically agreed and understood by the parties to this contract that while our



fees cover the cost of the valuation(s) we make no representation and offer no guarantee that the presented valuations are mathematically correct or accurate to any degree other than the subjective valuations made pursuant to the data presented and industry resources available to QDRO ADVISORS, INC.

It is acknowledged by and between the parties that QDRO ADVISORS, INC. is acting solely in its capacities as a pension consultant and not as an actuary. The parties acknowledge and understand that as a pension consultant, QDRO ADVISORS, INC, has not acted in any capacity as legal counsel, legal advisor, attorney or advocate for any participant. Accordingly, it is understood and agreed that, as a pension consultant, QDRO ADVISORS, INC. is precluded from and shall not, under any circumstance, participate in any dispute arising between the parties that requires legal opinion of the presented valuations. Legal interpretation and representation are outside the services offered by QDRO ADVISORS, INC. as pension consultant, and best suited to be managed by legal counsel retained by the respective parties.

It is QDRO ADVISORS, INC. policy to adhere to the fees quoted. However, additional fees may apply where warranted or where the parties have requested additional analysis. Such analysis may include, for instance, but not be limited to necessary calculations to address additional dates, or calculations based upon gains and/or losses on premarital account balances such as those that would be found in certain defined retirement accounts (e.g.401(k)s, profit-sharing plans, tax deferred annuities, deferred compensation plans and 403(b) plans, etc.). Any and all additional fees must be paid prior to commencement of work being done.

In order for us to begin our services, you have agreed to pay QDRO ADVISORS, INC. and we have agreed to accept an initial retainer payment of **\$700.00 for each defined benefit plan and \$250.00 for each defined contribution plan (see our fee schedule for more specific information)**. Please be advised that the ultimate fees may exceed the initial retainer as the final cost is predicated upon the participants and plan administrators providing QDRO ADVISORS, INC. with all the necessary and relevant information needed to perform the valuation and that the information provided is accurate and complete. When additional fees are required QDRO ADVISORS, INC. shall notify you of the additional costs and shall await your approval and payment of additional fees prior to commencing work on your valuation. Our fees shall include, but not be limited to the valuation itself plus out-of-pocket disbursements such as telephone calls, emails, text messages, faxes, copying, postage and billable hours expended on your behalf. QDRO ADVISORS, INC. hourly rate for services rendered is \$250.00 per hour. The hourly rate shall be deducted from your initial retainer pursuant to the hours expended on your behalf. In the event that billable hours deplete your initial retainer you agree to provide QDRO ADVISORS, INC. with an additional retainer, the amount to be agreed upon between the parties, prior to continuance of work.

It is further agreed that the hourly rate of \$250.00 per hour shall apply to all time and expenses expended and incurred on your behalf, including, but not limited to calculations, gathering of information, drafting, meetings and conferences, telephone calls, emails, text messages and any and all other communications made on the Party(s) behalf.

**This is a refundable retainer. In the event that you choose to terminate this contract any unused portion of your retainer shall be returned to you within 10 days of receipt of your notice of termination. Notice of Termination must be in writing sent registered mail, return receipt requested. Upon termination you will be billed for any service rendered prior to receipt of Notice of Termination and any remaining unused retainer shall be returned to you within thirty (30) days of receipt of Notice of Termination.**

The services provided by QDRO ADVISORS, INC are confidential, therefore any and all information offered, presented, or obtained by QDRO ADVISORS, INC, whether in oral or written form, shall remain confidential and shall not be divulged, revealed or released by QDRO ADVISORS, INC. to any party other than the parties to this contract or their legal authorized representatives unless "Ordered" to do so by a court of competent jurisdiction.

Any dispute relating to the interpretation or validity of this agreement or the performance of services offered herein that is not resolved within 30 days after written notice of dispute is received by either party shall be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association. Subject to the foregoing, it is the purpose of this paragraph, and intent of the parties, to make a submission to arbitration of any dispute or controversy arising out of the agreement evidence by the application and express condition precedent to any legal or equitable action or proceeding of any nature. The parties shall equally share any cost associated with the arbitration process. Each party shall cooperate fully and fairly with the arbitrator in an effort to reach mutually satisfactory resolution of the issue presented.

This agreement and all the rights and obligations of the parties hereunder shall be construed according to the laws of the State of New York as an agreement made and to be performed within the State.

The parties shall, at any and all times, upon request by the other party or either parties counsel or representative, promptly make, execute and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this agreement, without charge therefore.

Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

If any provision(s) of this Agreement are held invalid or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

As QDRO ADVISORS, INC. valuations are subject to the gathering of information from multiple sources, including, but limited to the participants, there is no guarantee made as to the date of completion.

In the event that QDRO ADVISORS, INC., is requested or summoned to testify as an "expert witness" the following schedule shall apply.

## POLICY FOR EXPERT TESTIMONY

QDRO ADVISORS, INC., fee for each court appearance is \$3,500.00 per appearance non-refundable. Returned check fee is \$50.00.

Failure to provide QDRO ADVISORS, INC., fewer than 5 business days' notice of requested court appearance may result in QDRO ADVISORS, INC. inability to appear.

All fees must be paid in full no less than two weeks prior to requested court appearance. Should the case settle prior to the scheduled date all fees shall be returned except the trial preparation fee of \$1,000.00.

Should we appear, but not be called to testify, our time will be billed at the hourly rate of \$200.00 per hour, which shall include our time at the Court, travel time, plus any and all expenses incurred relevant to lodging and any miscellaneous expenses (if needed) which will be deducted from the fee.

The fee for Telephone testimony is \$800.00. Included in this amount is a \$500.00 non-refundable trial preparation fee.

\* Testimony provided outside the New York Metropolitan area shall require additional cost for transportation, lodging and miscellaneous expenses for each day required. A \$200.00 credit will be charged against the testimony fee.

The party(s) initials at the bottom of each page certifies that the party(s) to this contract have read that particular page, understands and accepts the terms and conditions contained therein.

The party(s) signature herein below certifies that the party(s) have been advise to seek legal counsel prior to signing this agreement and upon receipt of the valuation to have that valuation reviewed by the party(s) legal counsel.

This contract is being executed in counterparts. The party(s) to this contract acknowledges receipt of a copy of this contract and by placing his or her signature herein below accepts all the terms and conditions contained herein.

**First Party:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_ Signature: \_\_\_\_\_

**Second Party (if applicable)**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_ Signature: \_\_\_\_\_



# QDRO ADVISORS, INC.

## FEE SCHEDULE (Effective July 1, 2022)

### Services

QDROs/DROs (exceptions are below)	\$650.00
Military Plans (contact our office due to new military requirements)	\$750.00
Amended QDRO/DRO Fee (our work)	\$200.00
Amended QDRO /DRO Fee (work prepared by others)	\$600.00
Provide Stipulation Language	\$200.00
Second Opinion of QDROs/DROs Prepared by Others verbal report	\$200.00
Second Opinion of QDROs/DROs Prepared by Others Written Report	\$300.00
NYPD Pension if Member is retired and calculations are required	\$800.00

The above fees do not include any fees charged by employers and or plan administrators for information which may be required in preparation of your QDROs/DROs and/or for the review of your QDROs/DROs when applicable.

### Pension and Retirement Plan Valuations

#### Defined Benefit Pension Plans

All Defined Benefit Pension Plans. We obtain information (exceptions are below)	\$1,000.00
All Defined Benefit Pension Plans. Parties obtain information	\$500.00
Military Plans (contact our office due to new military requirements)	\$800.00
Long Island Railroad/MTA DB Plans (includes USRRB)	\$800.00
Police Severance Pay Benefits (SCAT) Does not apply to NYPD	\$250.00
NYPD/FDNY/Corrections (see below for explanation of VSF)	\$700.00

#### Defined Contribution Plans

Defined Contribution Plans include 401k and Profit-Sharing Plans, IRAs, 403(b) Plans, Annuities Plans, 457 Plans or any other Defined Contribution Plans.

All Defined Contribution Plans (subtraction method)	\$250.00
Majauskas /Coverture Fraction Method (must provide date of entry in the Plan)	\$250.00
Tracing Method – provides an account analysis of gains and/or losses Fee depends on complexity. <b>Our fees do not cover fees that may be charged by plans.</b>	\$700 +

### Variable Supplement Fund

The Variable Supplement Fund is a non-accrual supplement to the pension of both the NYPD, FDNY and Corrections. It has no value at any time until such time as the member has retired under a service retirement (20 years). Unlike a pension, there is no vesting and the benefit does not accrual any value from year to year. We will no longer value this benefit. If the member is retired add \$250.00 to the valuation for the VSF.

**QDRO Advisors will obtain information directly from the plan. Please have the participant sign our authorization.** If the parties are responsible for their own fees and you require a retainer from QDRO Advisors, please let us know. Please do not make notations on the authorization or deface in any manner. **Our fees do not cover fees that plans may charge for obtaining any information unless stated in our quotes.**

**All QDRO Fees Must Be Paid In Advance of Work: Refund Policy:** Should you cancel the work at any time prior to completion for any reason, QA will deduct from the prepayment fee the expenses (time, expenses and any disbursements) incurred within that period. If we have prepared the initial DRO draft, there are no refunds. Plan approval is not a prerequisite to be considered completed as many plans do not provide pre-approval. Our hourly rate is \$350.00/hr. The balance of the prepayment fee, if any, will be promptly refunded to you. Should you cancel the work for any valuations, QA will deduct from the pre-payment fee the expenses (time, expenses and any disbursements) incurred within that period.