



## QDRO PROCEDURES AND CASE INTAKE FORM

In 1974 Congress passed the Employee Retirement Income Security Act (ERISA) which established minimum standards for pension plans in private Industry. ERISA was enacted to protect the interest of employee benefit plan participants and their beneficiaries by requiring the disclosure to them of financial and other information concerning the plan by establishing standards of conduct for plan fiduciaries. The responsibility and enforcement of ERISA lies with the Department of Labor and the Internal Revenue Service. One provision of ERISA is plan benefits cannot be assigned or alienated by a participant, voluntarily or involuntarily. This rule is intended to protect the participant's retirement benefits from attachment by creditors. After a series of court cases an exception to this rule was added for the claims of spouses and dependents in domestic relations matters. The exception permits an assignment of a participant's qualified plan benefits under a qualified domestic relations order (QDRO) as defined by ERISA and the Internal Revenue Code Section 414(p). A QDRO is an order that creates and recognizes the existence of spouse, former spouse, child, or other dependent the right to receive all or a portion of the benefits payable with respect to a participant's retirement benefits. A QDRO must meet certain ERISA and IRS Codes to qualify as a QDRO. Non-ERISA plans, such as federal retirement benefits have similar provisions.

### OUR PROCESS FOLLOWS:

- Once we receive your information, we contact the Plan Administrator to verify information.
- We prepare a draft of the Order based on the information in your Property Settlement Agreement or Divorce Decree, as well as information obtained from the plan.
- We submit a draft to you for your review and approval. We then incorporate any of your changes when possible and if in compliance with your agreement.
- After any revisions are completed with your approval, we submit the proposed Order to the Plan for review and pre-approval should this step be required.
- If the Plan Administrator recommends any changes in order to conform to the rules of the Plan, we will revise the Order. If there are substantial changes required which change the intent of the parties' agreement, we will discuss these with you prior to responding to the Plan.
- Upon the final approval by the Plan Administrator, we provide you with a proposed Order along with a copy of the approval letter (if provided by the plan) from the Plan Administrator.
- You must obtain the local court's certification & mail this certified copy of the Order to the Plan for entry as a Qualified Domestic Relations Order. QDRO Advisors, Inc. cannot perform this step.

We recommend that you use an attorney for this process and you and/or your attorney review all documents before submission. The total process is often very smooth and can be accomplished within a reasonable time period. Complex situations could take substantially longer. Also note that, Plan Administrators are not required to review orders within any particular time frame. Therefore, the pre-approval process could take longer depending on the Plan. The scope of our work pertains to the drafting of QDROs only. Pre-approval letters are only provided if the plan provides for this process. Other work required by a plan administrator, investment firm and/or custodian is not covered under the scope of drafting QDROs. Any additional work will require an additional fee.

### PLEASE INCLUDE THE FOLLOWING WITH THE INFORMATION SHEET:

- Relevant portions of the Property Settlement Agreement with signature page and any special instructions or guidelines for Domestic Relations Orders that you may have received from the plan.
- Complete QDRO Information Sheet. Please PRINT and complete all items.
- A copy of the case heading for your area, so that we can duplicate the heading.
- Check payable to QDRO ADVISORS, INC. (Paying by Credit Card: Please call our office. We accept Master Card, Visa and Discover or use our convenient credit card form)
- QDRO Service Agreement (if provided)

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.



QDRO ADVISORS, INC.  
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 Website: [www.qdroadvisors.com](http://www.qdroadvisors.com)

**CLIENT INFO. (Please print all information)**

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

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

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

Are you being represented by an attorney for the QDROs?  Yes  No (check one)

If Yes, Provide Attorneys Information below:

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

Attorneys Email: \_\_\_\_\_

**PARTIES INFORMATION (We must have the party's date of birth and social security number)**

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

**IMPORTANT DATES**

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

\*Summons Date: \_\_\_\_\_ Asset Cutoff Date (If different then Summons): \_\_\_\_\_

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 \_\_\_\_\_

\*This is the date in which one of you filed for divorce. If mediation, Use Asset Cutoff Date

PENSION AND/OR EMPLOYMENT  
INFORMATION IF AVAILABE

Name of Employer Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Plan Participant:  Plaintiff or  Defendant (check one)  In payout Status

**PENSION AND EMPLOYMENT INFORMATION**

Name of Employer Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Plan Participant:  Plaintiff or  Defendant (check one)  In payout Status

**PENSION AND EMPLOYMENT INFORMATION**

Name of Employer Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Plan Participant:  Plaintiff or  Defendant (check one)  In payout Status

**PENSION AND EMPLOYMENT INFORMATION**

Name of Employer Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Plan Participant:  Plaintiff or  Defendant (check one)  In payout Status

Name of Employer Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Plan Participant:  Plaintiff or  Defendant (check one)  In payout 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:



## QDRO/DRO SERVICE RETAINER

This letter constitutes a retainer agreement and sets forth the terms of engagement as and for the drafting services of QDRO ADVISORS, INC.

### **THIS AGREEMENT FOR DRAFTING SERVICES CONSTITUTES A BINDING LEGAL CONTRACT AND SHOULD BE REVIEWED CAREFULLY BEFORE SIGNING.**

**QDRO ADVISORS, INC, (hereinafter “draftsman” or “QDRO ADVISORS, INC.”)** in the preparation of the drafts of the Qualified/Domestic Relations Orders (hereinafter Q/DRO) we have relied exclusively on the data and information provided to this office by the participant(s) and/or their attorneys or representatives. The QDRO’s were drafted in reliance of the accuracy of the data and information provided by the participant(s) and/or their attorneys or representatives. Any error made in drafting the QDRO as a result of erroneous data or misinformation provided by the participant(s) and/or their attorneys or representatives which results in rejection by the plan administrator or requires redrafting to conform with the plan administrator’s requirements shall not be attributable to this office and this office reserves the right to bill at the hourly rate or access further fees herein below defined to redraft QDRO’s rejected as a result of erroneous data and misinformation provided by the participant(s) and/or their attorneys or representatives.

Please be advised that absent a Q/DRO issued by a court of competent jurisdiction a non-titled party’s interest in the titled participant’s pension plan(s) may not be secured in the event of the participant’s death. Aware of the possibility that the non-titled parties’ interest in the titled participant’s pension plans may be lost upon the death of the participant the parties, counsel and/or parties’ representatives should proceed with extreme caution and be proactive in submitting and filing any necessary and required Q/DRO or associated documentation to effectuate the distribution of the pension benefits to the non-titled party. Accordingly, it is the sole and exclusive obligation and responsibility of the parties, their representatives or legal counsel to timely submit and or file the necessary and appropriate documents to effectuate the distribution of pension benefits between the parties. **QDRO Advisors, Inc. does not do submissions to the Court.**

\_\_\_\_\_ Initial

It is acknowledged by and between the parties that QDRO ADVISORS, INC. is acting solely in its capacity as “draftsman”. The parties acknowledge and understand that as draftsmen, QDRO ADVISORS, INC, has not acted in any capacity as legal counsel, legal advisor, attorney or advocate for either of the parties, their representatives or legal counsel. Accordingly, it is understood and agreed that, as draftsmen, QDRO ADVISORS, INC. is precluded from and shall not, under any circumstance, participate in any dispute arising between the parties that requires legal interpretation or the enforcement of any of the terms, conditions or provisions of the proposed Q/DRO’s, whether occurring during the drafting process or post issuance. Legal interpretation and enforcement of the terms and conditions of the proposed Q/DRO are outside the services offered by QDRO ADVISORS, INC, as draftsmen, and best suited to be managed by legal counsel retained by each individual party.

Upon receipt of relevant and necessary information identifying the titled and non-titled parties, the pension plan, plan administrator(s) and terms and conditions of the party’s settlement agreement as they pertain to the distribution of pension benefits pursuant to a legal separation or divorce action QDRO ADVISORS, INC., shall, where relevant and necessary contact the plan administrator(s) in an effort to prepare the requested Q/DROs. Q/DRO ADVISORS, INC. will then prepare a “draft” of the proposed Q/DRO based upon the information provided by the parties, their representatives or legal counsel. It is not the responsibility of QDRO Advisors, Inc. or any of its representatives to obtain any information from third parties in order to prepare your Q/DROs. Upon completion of the first draft of the proposed Q/DRO a “draft” of the proposed Q/DRO shall be forward, at the parties or counsel’s option, via facsimile, email or USPS Priority Mail to the parties or their representatives. It is the parties and/or the parties counsel sole obligation to provide all the necessary information for QDRO Advisors, Inc. to prepare the Q/DROs. Any information which requires QDRO Advisors, Inc. to obtain such information from other sources may result in additional fees.

Should edits be required to a presented Q/DRO, QDRO ADVISORS, INC. shall edit the original proposed draft to accommodate those requested changes. Upon final acceptance of the proposed draft QDRO ADVISORS, INC. shall submit the client/attorney approved Q/DRO to the plan administrator for review and pre-approval. Recommendations made by the plan administrator to comply or conform to the Employee Retirement Income Security Act (ERISA), Section 414(p) of the Code or the Plan shall be made by QDRO ADVISORS, INC, and a revised Q/DRO shall be returned to the parties / or parties’ counsel. However, if substantive changes are required by the plan administrator to the approved draft submitted to the plan advisor which effects or alters the original intent of the first draft drafted pursuant to the parties’ agreement, QDRO ADVISORS, INC. shall discuss the requested changes with the parties and/or parties counsel and respond appropriately. QDRO Advisors, Inc. makes no representation as to the length of time to draft your Q/DROs or the total length of time the process may take, as there are many factors out of QDRO Advisors control which influence the outcome.

the parties or their respective counsel with a Q/DRO ready for submission to the Court for approval along with a copy of any approval letter received by QDRO ADVISORS, INC. from the plan administrator. QDRO ADVISORS, INC. delivery of the accepted Q/DRO to the parties or parties counsel terminates its obligation under this contract. It is therefore incumbent upon the parties or parties counsel to submit the Q/DRO to the court to be "Ordered". Upon return of the Court's **Ordered** Q/DRO the parties or parties' attorneys shall have the responsibility to deliver the **Ordered** Q/DRO to the plan administrator to effectuate the distribution of the plan proceeds in accordance with the party's settlement agreement.

It is understood and acknowledged by the parties, their representatives and respective counsel that timely review, pre-approval or certification of the proposed drafts of any Q/DRO, by the plan administrator, or the time and process of the Court's "Ordering" of the submitted Q/DRO, or distribution of the pension proceeds to the parties by the plan administrator after submission of an **Ordered** Q/DRO is beyond the control of QDRO ADVISORS, INC. and, as such, QDRO ADVISORS, INC. is neither liable, nor responsible for any delay in process or distribution pertaining to said pension benefits.

The services rendered pursuant to this contract by QDRO ADVISORS, INC. do not include applications of any kind, nor letters of instruction requested by the custodian of INDIVIDUAL RETIREMENT ACCOUNTS (IRAs or Roth IRAs, etc), calculations of any sort, or any other services other than those described in paragraph 4,5 and 6 above. However, upon request QDRO ADVISORS, INC. shall provide said services for an additional fee that must be paid prior to QDRO ADVISORS, INC.'s rendering of said services.

In order for QDRO ADVISORS, INC. to begin services provided for under this contract, you have agreed to pay QDRO ADVISORS, INC. and QDRO ADVISORS, INC. has agreed to accept an initial payment of \$600.00 for each QDRO required. Fees may be changed at the discretion of QDRO ADVISORS, INC. That initial payment shall constitute a retainer based upon the billable hours (or 6 minutes). Pursuant to work done on your behalf you will be billed at an hourly rate of \$250.00 per hour or (6 minutes) for services defined herein. The hourly rate of \$250.00 per hour applies to any and all time expended relative to your matter, including, but not limited to drafting, editing, amending or modifying of any Q/DRO; contact with any person(s), legal representatives, courts, plans administrators or outside agents on your behalf relative to the services provided for in this contract, whether verbal or written, by means of any media or communication method. However, it is agreed by and between the parties to this contract that subject to the prior and further conditions and provisions of this agreement that you shall not be billed in excess of \$600.00 for each QDRO required without written consent of the parties as this fee is intended to cover the cost of QDRO ADVISORS, INC. drafting the requested QDRO. The above fees do not allow for unlimited phone calls, unlimited modifications, calculations or any other work other than which is described above. All other work will be billed at \$250.00 per hour. QDRO Advisors, Inc. reserves the right to charge additional fees for any work above and beyond what is described above. You will be notified in advance if we elect to charge for any excess calls or services.



QDRO ADVISORS, INC's. drafting of any Q/DRO is not a guarantee that any pension asset is available for distribution or that a designated party is, in fact, a participant of a plan presented or designated by a party, a party's representative or legal counsel. As QDRO ADVISORS, INC.s primary role is drafting of Q/DRO documents, said drafting is not a guarantee of any pension right or benefit, nor a guarantee that any pension right or benefit will ultimately be distributed.

In the event that you, your representative or respective legal counsel direct QDRO ADVISORS, INC to edit, modify or amend a proposed Q/DRO and that request results in the Plan Administrator rejecting the Q/DRO proffered by QDRO ADVISORS, INC's, QDRO ADVISORS, INC's reserves the right to bill you, on an hourly basis, at the hourly rate for changes needed to correct the rejected Q/DRO. In the event that QDRO ADVISORS, INC deems it necessary to bill you for those services to correct the rejected Q/DRO, pursuant to the plan administrator's direction, we will notify you, in writing, prior to commencement of services and await your approval prior to correcting the rejected Q/DRO.

**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. Please note, that once we have drafted your Q/DRO there is no refund.**

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.

**FEE AND PERFORMANCE DISPUTE:** Any dispute relating to the interpretation, the validity or performance of this agreement that is not resolved within 30 days after one-party serves the other with written notice of the dispute shall be settled by arbitration in New York State 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 preceding of any nature. The parties shall share the cost of the arbitration equally. Each party agrees to cooperate fully and fairly with the arbitrator in an effort to resolve the parties' differences and to reach mutually satisfactory resolution of the issue presented.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEGAL BINDING CONTRACT AND HAVE BEEN ADVISED BY QDRO ADVISORS, INC TO SEEK LEGAL COUNSEL PRIOR TO EXECUTION OF THIS AGREEMENT AND TO HAVE ANY PROPOSED Q/DRO REVIEWED BY INDEPENDENT COUNSEL PRIOR TO EXECUTION AND SUBMISSION OF SAME TO A COURT OF COMPETANT JURISDICTION.

THIS CONTRACT IS BEING EXECUTED IN COUNTERPARTS. WE/I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT AND ACCEPT ALL OF ITS TERMS AND CONDITIONS.

**First Party:**

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

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

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

ACCEPTED this \_\_\_ of \_\_\_\_\_, \_\_\_\_\_ Signature: \_\_\_\_\_

(day) (month) (year)

**Second Party (if applicable)**

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

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

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

ACCEPTED this \_\_\_ of \_\_\_\_\_, \_\_\_\_\_ Signature: \_\_\_\_\_

(day) (month) (year)





## IMPORTANT NOTICE

The following plans will no longer perform the following:

- Distribute benefits between the date of marriage and the cutoff date or date of summons etc.
- Distribute benefits based upon a single cutoff date.
- Calculate gains and/or losses from a set date such as the cutoff date or date of summons.
- Distribute benefits pursuant to the Majauskas formula.

### Plans effected and method of distribution

- New York City Deferred Compensation – must be percent or fix-dollar as of the date the account is established for the former spouse.
- New York State Deferred Compensation Plan – must be percentage or fix-dollar as of date of segregation.
- TIAA CREF – must be percentage or fix-dollar as of the date of transfer.

If no gains and/or losses are to be provided: Obtain a statement for the cutoff date to be used and use the value on this date.

If there are premarital account balances to be excluded, the parties must determine the amount prior to the QDRO preparation, if this is to be excluded. Calculating premarital account gains and/or losses has always been the responsibility of the parties. If post commencement gains and/or losses are to be factored in: There are several methods we can recommended depending on the circumstances: Those methods may be the application of a simple interest rate, average rate of return, tracing method and the proportionate method. Please contact us to discuss the various methods.

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### **QDRO ADVISORS, INC.**

**Tel** (631) 941-3034  
**Fax** (631) 616-006

248 Route 25A, Ste. 105  
East Setauket, NY 11733

QDROadvisors.com  
info@QDROadvisors.com





# 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.



## 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: \_\_\_\_\_