



QDRO PROCEDURES AND CASE INTAKE FORM

QDRO ADVISORS, INC.
1 Indian Head Road Commack,
New York 11725 Phone: (631)
941-3034 Fax: (631) 616-0066
Email: info@qdroadvisors.com
Website: www.qdroadvisors.com

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 upon 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 necessary changes.
- After any revisions are completed with your approval, we submit the proposed Order to the Plan for review and pre-approval (if the Plan's procedures allow).
- 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' Settlement 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.

We recommend that you review all documents before submission. The total process is often very smooth and can be accomplished within six to eight weeks. 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 complete all items.
- A copy of the case heading for your area, so that we can duplicate the heading.
- Payment to QDRO ADVISORS, INC. by check or credit card. For your convenience, we accept all major credit cards and payment can be submitted by filling out the attached Credit Card Form, by secure link which we can provide, or by submitting payment directly on our website, www.qdroadvisors.com
- Q/DRO Drafting Agreement.

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 \$495.00. The balance of the prepayment fee, will be promptly refunded.



REQUESTING ATTORNEY INFO. (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 INFO. (PLEASE PRINT ALL INFORMATION)

Name: _____ Phone #: _____

Firm Name: _____ FAX #: _____

Firm's Address: _____ City: _____ State: _____ Zip Code: _____

Email Address: _____

PARTIES INFORMATION (PLEASE PRINT ALL INFORMATION)

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

IMPORTANT DATES

Marriage Date: _____ Stipulation Date: _____

Summons Date: _____ Asset Cutoff Date (If different then Summons): _____

Divorce Judgment _____ Date Entered: _____

Date: _____

COURT INFORMATION (please provide case heading if possible)

Case Heading: _____

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

Courthouse _____ City: _____ State _____ Zip Code _____

Address: _____

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

PENSION AND EMPLOYMENT INFORMATION

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:

Completion of Authorization Form

Our authorization forms are designed to obtain the necessary information required to prepare the Q/DRO(s) 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.



1 Indian Head Road
 Commack, New York 11725
 Tel. (631) 941-3034
 Fax: (631) 616-0066
 Email:
info@qdroadvisors.com

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., 1 Indian Head Road, Commack, New York 11725, (631) 941-3034**, or its agents:

Date: _____ Signed: _____

STATE OF _____)
) 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



1 Indian Head Road Commack,
New York 11725 Tel. (631)
941-3034
Fax: (631) 616-0066
Email: info@qdroadvisors.com

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., 1 Indian Head Road, Commack, New York 11725, (631) 941-3034**, or its agents:

Date: _____ Signed: _____

STATE OF)
) 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



CREDIT CARD PAYMENT AUTHORIZATION

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

Type of Service Requested

- Q/DROs - specify # of Q/DROs _____
- Q/DRO Expedited Service Additional
\$200.00 Per Q/DRO (Receive draft in 7- 10 days)

Type of Credit Card

- Master Card
- Visa
- Discover
- American Express

Name: _____

Street Address: _____

Zip Code: _____

Card No: _____

Expiration Date: month/year: _____

Card Verification Code (3 digits on the back of Card; 4 on the back if AMEX): _____

Amount: \$ _____

Signature: _____

Date: _____



Q/DRO DRAFTING AGREEMENT

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

1. The parties hereto have engaged the services of QDRO ADVISORS, INC., (hereinafter "Draftsman" or "QA") to prepare a draft (or drafts) of Qualified/Domestic Relations Order(s) (hereinafter Q/DRO) to distribute certain retirement benefits between the parties. In doing so, QA has relied solely on the data and information provided to QA by the parties and/or their attorneys or representatives. The parties and/or their attorneys or legal representatives acknowledge that any Q/DRO(s) drafted pursuant to this Agreement were drafted in reliance of the accuracy of the data and information provided by the parties and/or their attorneys or representatives. In the event that the draft of a Q/DRO is rejected by the plan administrator, or, requires redrafting to conform with the plan administrator's requirements as a result of erroneous data or misinformation provided by the parties and/or their attorneys or representatives, QA reserves the right to access further fees in accordance with its regular fee schedule to redraft the Q/DRO(s).
2. It is acknowledged by and between the parties that QA is acting solely in its capacity as "Draftsman." The parties acknowledge and understand that as Draftsman, QA, 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 Draftsman, QA 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). Legal interpretation and enforcement of the terms and conditions of the proposed Q/DRO are outside the services offered by QA, as Draftsman, and best suited to be managed by legal counsel retained by each individual party.

3. Upon receipt of relevant and necessary information identifying the titled and non-titled parties, the retirement plan, plan administrator(s) and terms and conditions of the party's settlement agreement as they pertain to the distribution of retirement benefits pursuant to a legal separation or divorce action, QA shall, where relevant and necessary, contact the plan administrator(s) to prepare the requested Q/DROs. QA 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 QA or any of its representatives to obtain any information from third parties 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 forwarded by email, in secured form, to the parties, their attorneys or their representatives, unless otherwise requested. It is the parties and/or the parties' attorneys' sole obligation to provide all the necessary information for QA to prepare the Q/DROs. If QA must obtain information from other sources to prepare the Q/DROs, QA reserves the right to access further fees in accordance with its regular fee schedule.
4. Should revisions be required to the draft of the Q/DRO, QA shall edit the original proposed draft to accommodate those requested changes. Upon final acceptance of the proposed draft, QA shall submit the client/attorney approved Q/DRO to the plan administrator for review and pre-approval. In the event that QA receives no response within 45 days of the delivery of the draft to the parties, QA will forward the draft to the plan for review. 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 QA, 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 Q/DRO pursuant to the parties' agreement, QA shall discuss the requested changes with the parties and/or parties counsel and respond appropriately. QA 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 our control which influence the timeframe.
5. Upon final approval of the proposed Q/DRO, QA shall provide 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 QA from the plan administrator. QA delivery of the accepted Q/DRO to the parties or parties' counsel terminates its obligation under this Agreement. 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 retirement plan in accordance with the party's settlement agreement.

6. It is understood and acknowledged by the parties, their attorneys and/or representatives 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 retirement benefits to the parties by the plan administrator after submission of an **Ordered** Q/DRO is beyond the control of QA, and, as such, QA is neither liable, nor responsible for any delay in process or distribution of any retirement plan.
7. The services rendered pursuant to this Agreement by QA 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 this Agreement. However, upon request QA shall provide said services for an additional fee that must be paid prior to QA's rendering of said services.
8. QA charges a flat fee for drafting services pursuant to the fee scheduled attached hereto. QA's hourly rate is \$495.00 per hour (charged in increments of 0.25 per hour) and applies to any and all other time expended relative to your matter that is not incident to the drafting, editing submitting to the plan and obtaining a preapproval of your Q/DRO (if the plan will provide). QA/s flat fee does not allow for unlimited phone calls or emails, unlimited modifications, calculations or any other work other than which is described above. In the event that you, your representative or respective legal counsel direct QA to edit, modify or amend a proposed Q/DRO, and, that request results in the plan administrator rejecting the Q/DRO previously drafted by QA, QA reserves the right to bill you for the time spent to correct the rejected Q/DRO. QA reserves the right to charge additional fees for any work above and beyond what is described herein.
9. QA does not guarantee that any retirement benefit 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 QA's primary role is drafting of Q/DRO documents, said drafting is not a guarantee that any retirement benefit will ultimately be distributed.
10. **This is a refundable retainer. In the event that you choose to terminate this Agreement, any unused portion of your retainer shall be returned to you within 10 days of receipt of your notice of termination by the same payment method the original payment was made. Notice of Termination must be in writing and sent by email to info@qdroadvisors.com. Upon termination, you will be billed for any service rendered prior to receipt of Notice of Termination. Please note, once QA has drafted your Q/DRO there are no refunds.**

11. The services provided by QA are confidential. Any and all information offered, presented, or obtained by QA, whether in oral or written form, shall remain confidential and shall not be divulged, revealed or released by QA to any party other than the parties to this Agreement or their legally authorized representatives.
12. **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 a legal or equitable action or preceding of any nature. The complaining party shall pay the cost of the arbitration. Each party agrees to cooperate fully and fairly with the arbitrator in an effort to resolve the dispute and to reach a mutually satisfactory resolution of the issue presented.
13. 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 retirement benefit(s) may not be secured in the event of the participant's death. Being aware of the possibility that the non-titled party's interest in the titled participant's retirement benefit(s) may be lost upon the death of the participant, the parties, counsel and/or parties' representatives should proceed with extreme caution and vigilance in submitting and filing any necessary and required Q/DRO or associated documentation to effectuate the distribution of the retirement 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 retirement benefits between the parties.

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

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

First Party:

Name: _____

Address: _____

Signature: _____

Date: _____

Second Party (if applicable)

Name: _____

Address: _____

Signature: _____

Date: _____



FEE SCHEDULE

Attorneys

- QDROs - \$695.00 (Military – add \$250.00; Rush add \$200.00)
- Consulting - \$495.00/hr (1 hour minimum)
- Settlement Agreement Language (\$1,500.00 minimum \$495/hr after 3 hours)

Pro Se (Unrepresented) Litigants

- QDROs - \$795.00 (Military – add \$250.00; Rush add \$200.00)
- Consulting - \$495.00/hr (1 hour minimum)
- Settlement Agreement Language (\$1,500.00 minimum \$495/hr after 3 hours)
- QDRO Submission - \$500.00 per QDRO (separate engagement agreement required) – NEW YORK STATE ONLY

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.

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 Q/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 \$495.00/hr. The balance of the prepayment fee, if any, will be promptly refunded to you.

QDRO ADVISORS, INC.

Tel (631) 941-3034
Fax (631) 616-0066

1 Indian Head Road
Commack, New York 11725

QDROadvisors.com
info@QDROadvisors.com

