



DIVORCE LOGIC LLC
Divorce Financial Services

QDRO/DRO PROCEDURES

Divorce Logic LLC requires the following information to prepare a QDRO/DRO:

- Complete copy of the Property/Marital Settlement Agreement or Judgement of Divorce and the Findings of Facts
- Personal and contact information for both parties
 - Identify recent name changes (if any)
 - Mailing address
 - Email address
 - Social security numbers
 - Dates of birth
 - Date of marriage and date of divorce
- A current copy of account statement(s) for each plan to be divided that identifies the legal name of the plan and/or full account number of an individual account
- Payment for QDRO services is required in advance and in full before drafting can begin

Upon receipt of the information above the Order(s) will be drafted & facilitated as follows:

- A PROPOSED Order will be drafted and provided to you for review and pre-approval within 10 business days. At this time a PROPOSED Order will also pre provided directly to Plan Administrators for review and pre-approval.
- The Divorce Logic LLC QDRO team will communicate directly with Plan Administrator during the pre-approval process and make any adjustments required of the plan and that are necessary to divide the account pursuant to the intent of the Decree.
- The Divorce Logic LLC QDRO team will perform routine follow-up with both Plan Administrators and each party to ensure the process continues to move forward in a timely manner. The general timeline for Plan pre-approval is between 15-60 days.
- Upon receipt of pre-approval from Plan Administrators, FINAL Order(s) will be prepared and provided to each party along with detailed filing instructions. It is your responsibility to file the Order(s) with the Honorable Judge and obtain a certified copy from the clerk of courts. Please return the original signed and certified QDRO to Divorce Logic LLC via US Mail. Divorce Logic LLC will serve the Order on plan administrators via certified mail with tracking.
- Once served, your QDRO/DRO engagement with Divorce Logic LLC is complete. Plan Administrators are now required to communicate with the parties directly going forward. Both parties will receive written confirmation the QDRO is qualified and benefits have been divided. The Alternate Payee will receive separate instructions on how to access the awarded benefit(s).

Contact Divorce Logic LLC today to learn more about how we can help create a post-divorce/QDRO plan for your financial success.



DIVORCE LOGIC LLC

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www.DivorceLogicLLC.com

Phone 201 596 4005 email info@divorcelogicllc.com

Qualified Domestic Relations Order Fees

Defined Contribution Plans - \$700.00

401(k), 457(b), 403(b), 401(a)

Profit Sharing

Employee Stock Ownership (ESOP)

Civilian Thrift Savings Plan (TSP)

Federal Thrift Savings Plan (TSP)

Defined Benefit Plans - \$800.00

Pension

Money Purchase

Cash Balance

Government Pension Plans - \$900.00

Military Retired Pay

Federal Service Retirement System (FERS)

Civil Service Retirement System (CSRS)

Railroad Retirement (Tier II)

Church Plans

State Pension Plan

Local Government Pension Plan

Non-ERISA Accounts (DRO) - \$800.00

Individual Retirement Account (IRA)

Individual or Joint Investment/Brokerage

QDRO Review/Recommendations - \$400.00/hr

QDRO prepared by another individual

QDRO Consultation - 1 hour



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QDRO QUESTIONNAIRE

(Part A)

CASE INFORMATION

Name of Petitioner:

Name of Respondent:

County and State where filed:

Case Number:

PARTICIPANT INFORMATION

Name:

Address:

Date of Birth:

Social Security Number:

Email Address:

ALTERNATE PAYEE INFORMATION

Name:

Address:

Date of Birth:

Social Security Number:

Email Address:

MARRIAGE INFORMATION

Date of Marriage:

Date of Acceptance of Service:

Date of Divorce:

Alternative Date of Separation by Agreement:

EMPLOYER INFORMATION

Employer Name:

Start Date of Employment:

Plan (Benefits) Administrator Name:

Plan Administrator Contact Information:



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QDRO QUESTIONNAIRE

(Part B)

Defined Benefit Plan(s) – Pensions, Cash Balance, Money purchase

(Use additional "Part B" pages for multiple Plans)

Legal Plan Name:

Amount awarded to the Alternate Payee:

% of accrued monthly benefit "frozen" as of

\$ of the accrued monthly benefit "frozen" as of

% of accrued monthly benefit at retirement *(must choose shared interest below)*

\$ of the accrued monthly benefit at retirement *(must choose shared interest below)*

% of the marital portion *(years of service while married / years in the plan)*

Check all that apply, if any

include a proportionate share of early retirement subsidies

include a proportionate share of post retirement Cost of Living Adjustments (COLA's)

Choose Only One Option Below

Separate Interest Approach: The award amount is actuarially adjusted based on the Alternate Payee's life. The Alternate Payee can commence benefits independently upon the Participant's "earliest" retirement age, under the terms of the plan, even if the Participant is still working. After commencement of the separate interest, the Alternate Payee's benefits will continue for remainder of his/her lifetime. The Participant's death shall not have an effect on the benefits payable to the Alternate Payee. If the Alternate Payee predeceases the Participant, benefit will not revert to the Participant.

Shared Interest Approach: The award amount is actuality adjusted based on the Participant's life. The Alternate Payee must wait until the Participant commences benefits to collect. The awarded benefits will stop upon the Participant's death unless the Qualified Pre-Retirement Survivor Annuity (QPSA) and the Qualified Post-Retirement Joint and Survivor Annuity (QJSA) unless specifically included in the QDRO. If the Alternate Payee predeceases the Participant, any benefits awarded to the Alternate Payee will revert to the Participant.

Only if the "shared interest approach" is chosen above, check all that apply, if any:

Include the Qualified Pre-Retirement Survivor Annuity (QPSA), and/or

Include the Qualified Joint and Survivor Annuity (QJSA) *(choose one option below, if any)*

50% QJSA

100% QJSA

Other, please specify



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QDRO QUESTIONNAIRE

(Part B)

Defined Contribution Plan(s) – 401(k) & 403(b), TSP

(Use additional "Part B" pages for multiple Plans)

Legal Plan Name:

Valuation ("cut off") Date to be used in the QDRO:

Amount awarded to the Alternate Payee:

Percentage (%)

\$

Fixed dollar amount

Other, please specify:

Should a proportionate share of market fluctuations (gains/losses) from the valuation date to the date of actual segregation, be included in the amount awarded to the Alternate Payee (choose one)?

Yes

No

Should loan balances, if any, be included or excluded in the total account balance when determining the Alternate Payees awarded portion of benefits?

Included *(if no loans exist)*

Excluded

**Example: Total account balance \$100,000 which includes an \$80,000.00 available balance and a \$20,000 loan balance. The Alternate Payee is awarded 50% under the Decree. The Alternate Payee's awarded portion will be determined using \$100,000 and the Alternate Payee will receive a \$50,000 award amount if the loan balance is "included." The Alternate Payee's awarded portion will be determined using \$80,000 and the Alternate Payee will receive a \$40,000 award amount if the loan balance is "excluded." The loan balance cannot be awarded to the Alternate Payee and must stay with the Participant's account. If the award amount is expressed as a fixed dollar amount, the loan balance will not affect the Alternate Payee's awarded benefits.*

Administrative Fees charged by the Plan should be paid from (choose one):

The Participants Account Only

The Alternate Payee Account Only

Shared Equally from Participant & Alternate Payee Accounts



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QDRO QUESTIONNAIRE

(Part C)

List all parties to be included on future QDRO correspondences for this matter:

NAME	RELATIONSHIP	EMAIL
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QDRO DISCLOSURE AGREEMENT:

I (we) certify that the information provided above is accurate to the best of my knowledge and ability. I (we) certify that the information above is provided consistent with the intent and integrity of the signed divorce decree. I (we) are aware that Divorce Logic LLC, LLC is a drafting service only. Divorce Logic LLC, LLC is not legally permitted to file the QDRO on your behalf. In providing the services under this agreement it is expressly agreed that Divorce Logic LLC, LLC is acting as an independent contractor and this agreement is exclusively a contract for service. It is understood and agreed to that Divorce Logic LLC, LLC will not be liable to the customer, or any agent or associate of the customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Client Signature

Date

Client Signature

Date