# **DIVORCE AND QDRO**

Thank you for allowing DivorceandQDRO.com to be of service to you. Please review and complete the QDRO Information Form and Fee Agreement attached and return, along all requested documents and payment to the following address:

DivorceandQDRO.com
23B Shelter Cove Lane, Suite 401
Hilton Head, SC 29928
Ph: (843) 686-2425 or TF: (866) 211-5958

You may also fax or email requested information to: fax: (843) 686-2476

Please direct any questions to (843) 686-2425, (866) 211-5958 Thank you.

### **QDRO INFORMATION FORM**

Please complete ALL items.

### **I.** Information about the parties:

Participant (Employee spou	se)
Name:	
Social Security Number:	
Date of Birth:	
Street Address:	
City, State, Zip Code:	
	E-mail:
Alternate Payee (Non-emplo	oyee spouse)
Name:	
Social Security Number:	<del></del>
Date of Birth:	
Street Address:	
City, State, Zip Code:	
Telephone:	E-mail:
II. Information about the m	arriage and divorce:
Date of Marriage:	
Date of Separation:	
Date of Divorce:	
	ivorced, please check here

<u>III. Information about the attorneys</u>
We require the name of at least one attorney practicing in the state where your case was decided who will review and approve the QDRO drafted.

Participant's Attorney		
Name:	·····	
Street Address:		
PO Box Address:		
City, State, Zip Code:		
Telephone:	_ E-mail:	
Alternate Payee's Attorney Name:		
Street Address:		
PO Box Address:		
City, State, Zip Code:		
Telephone:	_         E-mail:	
Employer Address:		Contact Telephone:
		Contact Telephone:
Plan Contact Fax:		
Plan Contact E-mail:		
Plan Mailing Address:		
Participant Hire Date:		
Is Participant still employed by		
If not, date Participant terminate	ea employment wit	n this employer:
Is Participant retired?	— vina Danafita franc	this plan?
Is the Participant currently recei		
If retired, did the Participant ele	ci survivor benefit	s for the Alternate Payee at the
commencement of Benefits?		

### V. Military and Civil Service Plans

If plan to be divided is a **Military Plan**, please complete following information: Branch of Service: Army\_\_\_ Navy\_\_\_ Air Force\_\_\_ Marines\_\_\_ Coast Guard \_\_\_\_ Date of entry into military service: Current rank: Rank at retirement (if retired): Date of retirement (if retired): If retired, was Survivor Benefit Plan (SBP) coverage obtained at retirement? Does service member participate in Thrift Savings Plan? \_\_\_\_\_ Please note, if the pension being divided is a military reserve service pension, points record must be attached. If plan to be divided is a **Federal or State Civil Service Plan**, please complete following information: Name of Federal or state agency where employed: Date of retirement (if retired): If employee has retired, was Former Spouse Survivor Annuity (FSSA) coverage elected at retirement? Does service member participate in Thrift Savings Plan? VI. Required Documents \_\_\_\_\_ Divorce decree (if divorced) or Decree of Separate Maintenance (not yet divorced) \_\_\_\_ Separation Agreement or Court Order \_\_\_\_\_ Summary Plan Description (available from employer or plan administrator) \_\_\_\_ Current account statement for the plan to be divided Plan's written ODRO procedures (available from employer or plan administrator) \_\_\_\_ Any previous correspondence from the Plan or employer

If there is any additional information you feel is important to the division of this plan or the ODRO requested, please provide that information as an attachment.

### **QDRO FEE AGREEMENT**

Polaris QDRO charges \$500 per plan being divided. Payment in full and all requested information must be received before we begin processing your request. If you have more than one plan to be divided, please include payment for each plan. The following services are included in the fee: Client consultation, preparation of QDRO draft for attorney review, client/attorney review and approval of QDRO draft, pre-approval process w/plan administrator (if allowed by plan), revisions (if necessary), delivery of QDRO to you or your attorney for filing with court, submission of the QDRO to plan administrator for acceptance. Once Polaris QDRO has received an original certified copy of the QDRO from you/your attorney, we will then forward it to the plan administrator for final processing. *Once this has been done, our obligations pursuant to this fee agreement will be completed.* Please note that if you have not yet negotiated an agreement, it may be beneficial to hire us as soon as possible regarding information to include in the agreement. However, once the agreement is completed, we cannot re-negotiate the terms of the agreement.

We strive to provide a draft QDRO to you and your attorney within 10 days of receipt of payment and all requested information, however delays on the part of the plan administrator during the pre-approval process (when available) may slow this process. You (or your attorney) are responsible for filing the final approved QDRO with the appropriate court at your own cost and expense, and obtaining a certified copy for presentation to the plan administrator. Once you file the QDRO with the court and obtain a certified copy, Polaris QDRO will provide the order to the plan administrator. The QDRO does not secure your retirement plan benefits until the court filed QDRO has been accepted and approved by the plan administrator. The time required to complete these final steps, certification and final approval, will vary based on the court system and plan administrator. Our promise to you is that we will proceed expeditiously, will communicate any delays, and will keep you appraised of the status every step of the way.

Polaris QDRO does not provide legal or tax advice to clients, and the use of our QDRO drafting service does not create an attorney-client or a fiduciary relationship. You should consult with your attorney for legal advice specific to your state with respect to the QDRO draft provided to you by Polaris QDRO. You should consult your tax professional for any tax advice specific to your circumstance. Further, either you or Polaris QDRO may terminate this Agreement at any time, with or without cause, by written notification. Your termination of the services will not affect your responsibility for payment for the services rendered and out of pocket costs incurred before termination; the QDRO fee is non-refundable. Polaris QDRO reserves the right to decline or discontinue the services for events such as nonpayment of fees or costs, conduct which renders it unreasonably difficult to carry out the engagement effectively, failure to provide information requested within a reasonable time, or conflict of interest.

## I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS:

gned by the Client/Attor	
gned by the Client/Attor	