



Domestic Relations Order Drafting Request Form

_____ QDRO for Defined Contribution or Defined Benefit Pension Plan	\$350
_____ Ohio Division of Property Order	\$350
_____ Federal Pension	\$350
_____ Military	\$425
_____ IRA Letters of Instruction	\$150

Payment is required in advance. If more than one order arises from the same case, the fee for each subsequent order is reduced by \$75.00.

CASE INFORMATION

1. Requesting Attorney Information:

Represents: _____ Participant/Member _____ Alternate Payee/Former Spouse

Name: _____

Mailing Address: _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

Send the QDRO via _____ Email; _____ Ordinary Mail; _____ Other: _____

Is this a joint request by the attorneys for both parties? If so, Great Lakes Divorce Financial Solutions, LLC will speak freely with both counsel; Opposing Counsel (named in Section 2) will also be provided a copy of the draft order at the same time as the Requesting Attorney. If this section is left blank, it is presumed this is not a joint request. _____ Yes _____ No

2. Opposing Counsel Information (if any):

Name: _____

Mailing Address: _____

Phone: (_____) _____ Fax: (_____) _____ Email: _____

3. Participant (Employee) Information:

Name: _____

Mailing Address: _____

Social Security Number: _____ - _____ - _____ Date of Birth: _____ / _____ / _____



4. Alternate Payee (Former Spouse)

Information:

Name: _____

Mailing Address: _____

Social Security Number: _____ - _____ - _____ Date of Birth: _____ / _____ / _____

5. Information on Marriage and Divorce:

Date of Marriage: _____ / _____ / _____

Date of Divorce: _____ / _____ / _____

Date for Assignment (if different than Date of Divorce): _____ / _____ / _____

County and State of Divorce: _____

- *If there are any special directives, please include in a cover letter or via email to leah@greatlakesdfs.com.*
- *Great Lakes Divorce Financial Solutions, LLC is only providing drafting and consulting services for domestic relations orders and does not provide legal advice or services. We do not represent individual clients and the use of our QDRO-drafting service does not create a client-lawyer relationship.*
- *It is the responsibility of the requesting attorney to ensure the terms of the domestic relations order prepared by Great Lakes Divorce Financial Solutions, LLC conform with the terms of the parties' settlement agreement.*
- *It is also the requesting attorney's responsibility to ensure that the appropriate steps are taken after receipt of the draft order so that the order is approved by the plan administrator.*
- *The requesting attorney is the person on whom we will rely for information as we prepare the appropriate order(s). Great Lakes Divorce Financial Solutions, LLC will only discuss the requested order with the requesting attorney except when the requesting attorney provides written authority indicating otherwise or if the request is submitted jointly as indicated in Section 1.*



DEFINED CONTRIBUTION PLANS

(401(K), PROFIT-SHARING, THRIFT SAVINGS)

Company/Employer Name: _____

Name of HR or Customer Service Representative: _____

Phone: (_____) _____ Email: _____

Name of Plan(s): _____

Name of Plan Administrator: _____

Address: _____

Phone: (_____) _____ Contact Person: _____

Participant's employment status at above Employer: _____ Active _____ Inactive

Alternate Payee's Assignment of Benefits:

_____ Percentage: _____% of Total Account Balance as of _____ / _____ / _____;

_____ Fixed-Dollar Award: \$ _____ as of _____ / _____ / _____;

_____ Other: _____.

Please Note: If the parties are using a retroactive date of assignment, some plan administrators limit how far back they are able to obtain the participant's account information. Great Lakes Divorce Financial Solutions, LLC will attempt to determine this from the plan administrator if not already done so by the requesting attorney.

Pending Loans:

_____ If there is a pending loan, the Alternate Payee's share of the benefits will be calculated after the loan amount is subtracted from the Participant's total account balance.

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Please also remit the following necessary documents:

_____ Case caption & retirement allocation language from settlement agreement

_____ Limited Authorization Form executed by Participant

Great Lakes Divorce Financial Solutions, LLC
7017 Pearl Rd., Cleveland, OH 44130
216-328-2113
leah@greatlakesdfs.com



_____ Information regarding Plan:
Procedures;
and Annual Benefits Statement (this will

Summary Plan Description; Plan's Written QDRO
expedite the process)

For Defined Contribution QDROs, the Alternate Payee's assigned share of the benefits as set forth above will: (1) bear any interest and investment earnings or losses attributable thereon for periods subsequent to the "Assignment Date" until the date of total distribution; and (2) be calculated on a "pro-rata" basis among all of the plan Participant's accounts/investment funds. If this is not your intent, please advise.



DEFINED BENEFIT PENSION PLANS:

Company/Employer Name: _____

Name of HR or Customer Service Representative: _____

Phone: (_____) _____ Email: _____

Name of Plan(s): _____

Name of Plan Administrator: _____

Address: _____

Phone: (_____) _____ Contact Person: _____

Please provide any of the following information (if known):

_____ Date Participant began working for the Employer: ____/____/____

_____ Presently employed with Employer

_____ Not employed with Employer _____ Last day of employment: ____/____/____

_____ Retired on: ____/____/____ _____ Participant currently receiving payments from the Plan

_____ Participant elected survivor benefits for the Alternate Payee

Alternate Payee's Assignment of Benefits:

_____ Traditional Coverture Approach (50% of Marital Portion determined by the years earned during the marriage (the numerator) divided by total years of service at participant's date of retirement or alternate payee's elected benefit commencement date (the denominator), if earlier);

_____ 50% of Accrued Benefit ("Frozen") as of ____/____/____;

_____ \$_____ per month, adjusted for actuarial equivalence and early commencement;

_____ Other: _____.



Separate Interest or Shared Payment QDRO:

_____ **“SEPARATE INTEREST” Approach:**

- The more common approach when benefit is not in pay status.
- The Alternate Payee’s assigned share of the benefits are actuarially adjusted” to the **Alternate Payee’s life expectancy**.
- Alternate Payee may typically commence benefits upon Participant’s earliest retirement age, even if Participant is still working Alternate payee needs QPSA Protection should participant die before retirement; however, because the benefits are adjusted to the Alternate Payee’s life expectancy, no QJSA Protection is necessary.

_____ **“SHARED PAYMENT” Approach:**

- Alternate Payee’s assigned share of the benefits is based on **Participant’s life expectancy**.
- In most cases, Alternate Payee must wait until Participant retires before commencing benefits.
- Upon commencement, Alternate Payee’s benefits terminate upon Participant’s death. For benefits to be secured, both QPSA protection and QJSA coverage need to be provided.

Other Requested Information

_____ Include Qualified **Pre-Retirement** Survivor Annuity (“QPSA”) protection for Alternate Payee.

_____ Include Qualified **Post-Retirement** Joint & Survivor Annuity (“QJSA”) coverage for Alternate Payee; not necessary if utilizing the “Separate Interest” approach.

_____ Include Prorata Share of **Early Retirement Subsidies/Temporary Supplements**.

_____ Include Prorata Share of Post-Retirement benefit (e.g. COLA) adjustments.

Please also remit the following necessary documents:

_____ Case caption & retirement allocation language from settlement agreement

_____ Limited Authorization Form executed by Participant



OHIO DIVISION OF PROPERTY ORDERS (DOPO)

Ohio Public Pension System:

- _____ Public Employees Retirement System (PERS)
_____ State Employees Retirement System (SERS)
_____ State Teachers Retirement System (STRS)
_____ Ohio Highway Patrol Retirement System (OHPRS)*
_____ Ohio Police and Fire Pension Fund (OP&F)*

*There are considerations for dealing with the Deferred Retirement Option Plan (DROP). If the language contained in the Decree of Divorce or Separation Agreement is unclear on how to approach the plan, Great Lakes Divorce Financial Solutions, LLC will contact the requesting attorney to discuss further. Additionally, please feel free to contact Great Lakes Divorce Financial Solutions to discuss further.

Participant's employment status at above Employer:

_____ Active _____ Inactive _____ Retired on _____ / _____ / _____

Alternate Payee's Assignment of Benefits:

_____ Traditional Coverture Approach (50% of Marital Portion determined by the years earned during the marriage divided by total years of service credit at participant's date of retirement);

_____ \$ _____ per month; or

_____ Other: _____.



FEDERAL PENSION PLANS (FERS & CSRS)

_____ Presently employed with Federal Government

_____ Not presently employed with Federal Government

_____ Retired on: _____ / _____ / _____

_____ Participant currently receiving payments from the Plan

_____ Participant elected Former Spouse Survivor Annuity coverage at retirement

Amount of Assignment

_____ Traditional Coverture Approach (50% of Marital Portion of the Participant's Self-Only, unreduced Monthly Annuity determined as of the Participant's date of retirement); If in pay status, OPM will not calculate.

_____ \$ _____ from Employee Annuity Upon Retirement

Refund of Employee Contributions: In the event the Employee separates from a covered position in federal service and requests a refund of Employee contributions, the Former Spouse shall receive which of the following:

_____ A "Prorata" Share (If this occurs, all future rights that either party may have in an employee or survivor annuity are terminated)

_____ Nothing (Former Spouse also then relinquishes any employee annuity and survivor annuity)

_____ Bar payment of refund to the Employee

_____ \$ _____

If Former Spouse Predeceases Employee, the Office of Personnel Management (OPM) is directed to pay the Former Spouse's share as follows:

_____ To Former Spouse's Estate _____ Back to Employee

Former Spouse Survivor Annuity

_____ Include Former Spouse Survivor Annuity Protection for Former Spouse as follows:

_____ Pro Rata Share _____ Maximum Possible

_____ Do not Include Former Spouse Survivor Annuity Protection. Former spouse will not receive any benefits upon Employee's death.

Indicate Whether Cost-of-living (COLA) adjustments Applied to Former Spouse's Share.

_____ Yes _____ No

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MILITARY RETIRED PAY

The Member's Present Status: Active Reservist Retired

Branch of Service:

Army Navy Air Force Marines Coast Guard

10/10 Rule: Was the former spouse married to the member for a period of at least ten years during which the member performed at least ten years of service creditable toward retirement eligibility?

Yes No

If the 10/10 Rule is not met, the Defense Finance and Accounting Service will not honor the court order.

Amount of Assignment

Traditional Coverture (50% of Marital Portion)

If Active, number of **months** of the Member's creditable military service in the Plan earned during the marriage: _____

If Reservist, number of **Points** of the Member's creditable military service in the Plan earned during the marriage: _____ (or provide a Points Record _____)

* If retired, must select dollar amount or percentage below.

Fixed Dollar: \$_____ from Military Retired Pay Upon Retirement

Percentage: _____% of Military Retired Pay upon Retirement. This shall not exceed 50%.

Survivor Benefit Plan (SBP) Protection for Former Spouse

Include Former Spouse Survivor Benefit Plan (SBP) Protection for Former Spouse as follows:

Alternate Payee's Assigned Portion

Maximum Possible

Do not Include Former Spouse Survivor Benefit Plan (SBP) Protection for Former Spouse. Former spouse will not receive any benefits upon Member's death.

Indicate Whether Cost-of-living (COLA) adjustments Applied to Former Spouse's Share. Yes No

Note: May only utilize COLA language when Former Spouse is assigned a percentage of the pension benefit.