

# Information Required to Prepare a Defined Benefit QDRO

## Plan Information

Plan Name: \_\_\_\_\_

Plan Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Date of Participation: \_\_\_\_\_ Date of Termination: \_\_\_\_\_

Plan Participant is: \_\_\_\_\_ The Alternate Payee is (Check One):

Husband      Wife      Ex-Spouse      Other/Child \_\_\_\_\_

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

Birth Date: \_\_\_\_\_

SSN: \_\_\_\_\_

## Defined Benefit QDROs

**Amount Assigned:** Choose below how the amount of benefit assigned to the alternate payee is to be determined:

**Fixed Coverture:** \_\_\_\_\_ % of the marital portion of the participant's accrued benefit as of the date of divorce where the marital portion is determined as the credited service earned during the marriage divided by the total credited service as of the date of divorce

**Sliding Coverture:** \_\_\_\_\_ % of the marital portion of the participant's accrued benefit as of the earlier of the date the participant's retirement, termination, death or the date the alternate payee's benefits commence where the marital portion is determined by dividing the credited service earned during the marriage by the participant's total credited service at the earlier of the participant's retirement, termination, death or the date the alternate payee's benefits commence.

\_\_\_\_\_ % as of the participant's accrued benefit as of \_\_\_\_\_

\$ \_\_\_\_\_ per month of the participant's accrued benefit.

Other: \_\_\_\_\_

**Separate or Shared Interest QDRO:** Usually QDROs are drafted using the Separate Interest approach as long as the Participant has not commenced his/her benefit payments prior to the divorce. However, if the plan will only accept a Shared Interest assignment, or if the Participant has already commenced his/her benefit payments, then the QDRO would be prepared as a Shared Interest. You should note, that some plans will allow the Participant to change his/her benefit option election if he/she should become divorced after the commencement of his/her benefits payments. In these rare cases, we suggest using the Separate Interest approach.

Special Directive \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Qualified Pre-Retirement Surviving Spouse Annuity (QPSA):** Some plans provide for a “pure separate interest” whereby the amount assigned to the Alternate Payee is not impacted by the death of the Participant. In these cases the QPSA coverage is not needed and will not be included in the QDRO provisions drafted unless specifically requested by the attorney. However, in cases where if the Participant dies prior to the commencement of the Alternate Payee’s benefit payments the Alternate Payee would lose her/his assigned interest unless the QPSA is elected, this coverage will be included in the QDRO provisions drafted unless we receive a special directive from the attorney

**Special Directive** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Qualified Post-Retirement Joint & Survivor Annuity (QJSA):** This provision is not required if the QDRO uses the Separate Interest Approach. Unless we receive a special directive from the attorney, the QJSA will not be included in our draft of the QDRO.

**Special Directive** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Early Retirement Subsidy or Supplement:** Pension Law requires that if an Alternate Payee commences her/his assigned interest prior to the Participant’s commencement of benefits, the Alternate Payee’s assigned interest must be actuarially reduced for early commencement. However, many plans will allow the Alternate Payee to receive her/his share of any Early Retirement Subsidy or Supplement the Participant may receive upon his/her early retirement. Unless the plan prohibits such a practice or we receive a special directive from the attorney, the QDRO we draft will contain a provision granting the Alternate Payee a pro-rata share of any Early Retirement Subsidy or Supplement.

**Special Directive** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Post-Retirement Benefit Adjustments:** Some plans provide either automatic or ad hoc benefit increases after the retirement of the Participant. Unless we receive a special directive from the attorney, the QDRO we draft will contain a provision granting the Alternate Payee a pro-rata share of any Post-Retirement Benefit Adjustments.

**Special Directive** \_\_\_\_\_  
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