



# Human Resource Solutions. Inc.

Terry D. Hardin, President  
P.O. Box 768, Portage, IN 46368  
(219) 763-6238 or (866) 230-1508 FAX (219) 762-1324  
[www.qdrorder.com](http://www.qdrorder.com) thardin@qdrorder.com

## Application to Prepare Qualified Domestic Relations Order

Page 1 of 2 **PLEASE PRINT --- NOTE REQUIRED ITEMS BELOW**

The Plan Participant, Divorced Spouse or Attorney should complete as much of the information as possible and return to the above address with a check in the amount of the fees (please refer to Fee Schedule). Please note: If you are unable to provide the requested information, additional time may be required to prepare the QDRO. Please call us if you would like assistance of any kind in this matter or have any questions.

Plan Participant \_\_\_\_\_ Birth date \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
Address \_\_\_\_\_ Telephone \_\_\_\_\_  
Attorney Name \_\_\_\_\_  
Law firm name & address \_\_\_\_\_  
Law firm telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_  
Retirement Plan: Employer Name & Address \_\_\_\_\_  
Employer Benefits Contact: Name and Telephone \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Plan Participant's Current Occupation or Occupation at Retirement \_\_\_\_\_  
Hire Date \_\_\_\_\_ Termination Date \_\_\_\_\_ Retirement Date \_\_\_\_\_

List Plans below: Employee participates in: (Check One)  Hourly Employee Plan(s)  Salaried Employee Plan(s)

Plan Name	Participation Date	Plan Administrator		
		Name	Address	Telephone
				( )
				( )
				( )
				( )

Spouse Name \_\_\_\_\_ Birth date \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
Address \_\_\_\_\_  
Attorney Name \_\_\_\_\_  
Law firm name & address \_\_\_\_\_  
Law firm telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

Dates: Married \_\_\_\_\_ Separated \_\_\_\_\_ Filed for Divorce \_\_\_\_\_ Divorced \_\_\_\_\_

Determination Date to Value Benefit \_\_\_\_\_ (this is the date at which the account balance or pension is to be divided)

### REQUIRED ITEMS: Please forward as many of the following items as possible with this Application to the address above:

- <sup>1</sup> Check for full amount made payable to: Human Resource Solutions, Inc.
- <sup>1</sup> Copy of Marital Settlement Agreement or final divorce order provisions describing division of pension benefits or 401(k) balance
- <sup>1</sup> Copy of Case Caption (i.e., Court, Judge, Petitioner, Respondent, Cause No., etc.)
- <sup>2</sup> Plan Administrator estimate of accrued pension benefit amount (Request from Employer)
- <sup>2</sup> Summary Plan Description (Request from Employer)
- <sup>2</sup> Copy of Plan QDRO procedures (Request from Employer)
- Optional: Authorization signed by Participant to release information, plan document(s), etc., to Human Resource Solutions, Inc.
- Copy of actuarial calculation of present value of defined benefit pension plan, including assumptions, if applicable.

<sup>1</sup> These items **must** accompany Application      <sup>2</sup> If unavailable, we will obtain these items from Employer.

Form Completed by (signature ) \_\_\_\_\_ Date \_\_\_\_\_

Your QDRO(s) may involve a defined benefit plan or a defined contribution plan or both. Some or all of the following items may be applicable to your QDRO(s), depending on the type of plan(s) involved. Specific provisions or conditions will be considered if provided in writing by the client. Provisions in the QDRO are subject to any limitations provided by the Plan. You may wish to discuss the items below with your attorney and/or your divorced spouse. Please feel free to contact HUMAN RESOURCE SOLUTIONS, Inc. if you would like assistance or have questions (depending on time required, there may be a fee --- if so, you will be notified in advance). Please note: "Alternate payee" is the spouse who does not presently participate in the Plan(s) and is the spouse to whom retirement plan benefits are to be assigned by the QDRO.

**Defined Benefit Plan (generally pays future monthly pension benefits but not lump sum amount):**

1. The alternate payee's assigned portion of the pension benefit may be specified as a percentage of the pension accrued by the participant, as a fractional share as of a determination date or a fixed dollar amount.
2. Employer subsidized early retirement pension benefits or other subsidized benefits may or may not be shared by the alternate payee on a pro rata basis.
3. Future Cost of Living increases to the pension may or may not be shared by the alternate payee on a pro rata basis.
4. The alternate payee may or may not be able to determine the date when his/her assigned benefits will start.
5. The alternate payee's assigned benefits may or may not be paid for the life of the alternate payee.
7. The alternate payee may be able to choose any survivor option permitted under the Plan, if available to him or her.
8. The alternate payee may be treated as a spouse for purposes of the Qualified Pre-Retirement Survivor Annuity (QPSA) provisions of the Plan, if possible.
9. The QPSA benefit may be calculated based on the pension benefits determined in accordance with 1 or 2. above, or upon the whole marital property portion of the pension.
10. The alternate payee will generally not be treated as a spouse for purposes of the Qualified Joint and Survivor Annuity (QJSA) after retirement, unless the alternate payee's share cannot be considered a separate interest.
11. The QJSA may be paid based on the pension benefits determined in accordance with 1. or 2. above, or upon the whole marital property portion of the pension.
12. Any pension reduction resulting from the QPSA and/or QJSA may be shared equally between the parties.
13. If the alternate payee dies before commencement of benefits, any assigned pension benefits may revert to the participant.

**Defined Contribution Plan (generally pays in a lump sum):**

14. The alternate payee's share of the savings plan account balance as of the determination date (e.g., separation date, filing date or divorce date) may be a specified amount or percentage, and may or may not include earnings or losses after such date.
15. The alternate payee may share in contributions applicable to the period of marriage, which are made after the determination date, and earnings thereon.
16. Loan balance may or may not be included in division of account balance.
17. Caution: Some Defined Contribution Plans delay distribution of monies until termination, retirement or other date.

**Provisions of QDRO:** Describe on an attached sheet any special terms of assignment of benefits that are or are not to be included in the QDRO, if not clearly defined in the divorce order or dissolution agreement.

By my signature below, I have reviewed and understand the above information and understand that the order relating to division of pension benefits will be completed using information shown on page one of the Application to Prepare Qualified Domestic Relations Order, and in accordance with any conditions I have provided in writing to Human Resource Solutions, Inc. (the "Company"), where feasible and/or permitted by the Plan. I understand the Company has no attorney on staff, that the order will not be prepared by an attorney and that no legal advice has been or will be offered by or obtained from the Company. I understand that the order prepared by the Company is provided for informational purposes only, and represents one way in which benefits may be assigned, but that other methods for sharing benefits may exist. The Alternate Payee and Participant and their respective legal counsel are solely responsible for determining whether the provisions in the order prepared by the Company accurately reflect the parties' intent or the terms of any court order with regard to the assignment of benefits. It is expected that additional introductory provisions, signature lines, and other provisions needed to comply with local court rules and procedures may be required to produce an order that a court will enter. I agree that I will verify the accuracy of the information in the final order before it is entered and will hold the Company harmless from any claims or disputes I may have now or in the future with regard to the content of the order. I acknowledge that by permitting the order to be entered that I agree to the terms of the order as written. I understand that the responsibility of the Company is limited to preparation of a draft QDRO acceptable to the Plan Administrator and providing such draft to the attorney.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_