

Troyan & Associates, P.A.

560 Communications Parkway
Sarasota, Florida 34240

The QDROAttorney.com Firm

Toll Free: (877)443 - 4867
Email: Info@TroyanLaw.com
Website: www.TroyanLaw.com

PRACTICE DEDICATED TO PENSIONS / QDROs / VALUATIONS

ERISA Plans:

Please provide all: Data & Documents - Requested on this Form

This form is now available on our website: <https://www.troyanlaw.com/qdro-forms>

This data request form is part of the Troyan & Associates, P.A. - General Retainer Terms & Conditions for the preparation of an QDRO or equivalent.

1. Provide a copy of the Property Settlement Agreement
(if none provide a narrative as to how asset(s) to be divided)
2. Provide a copy of the Judgment of Divorce(if none provide sample caption).
3. Date of marriage _____ (mm/dd/yyyy).
4. Date Complaint for Divorce Filed: _____ (mm/dd/yyyy).
5. Provide the following regarding Plaintiff/Petitioner:
 - a. Name _____
 - b. Date of birth. _____
(this information will appear on a personal data addendum only)
 - c. Social Security Number. _____
(this information will appear on a personal data addendum only)
 - d. Home address. _____
 - e. Email address. _____
 - f. Daytime Telephone Number. _____
 - g. Represented by Attorney for QDRO? (yes) -or- (no)
(if left blank we will presume self-represented / pro-se / pro-per)
 - h. If yes, Name of Attorney. _____
(i) Address of Attorney. _____
(ii) Attorney email address. _____
 - i. Send copies to this side? (yes) -or- (no)
(if left blank we will not send copies to this side)

6. Provide the following regarding Defendant/Respondent:

- a. Name _____
- b. Date of birth. _____
(this information will appear on a personal data addendum only)
- c. Social Security Number. _____
(this information will appear on a personal data addendum only)
- d. Home address. _____
- e. Email address. _____
- f. Daytime Telephone Number. _____
- g. Represented by Attorney for QDRO? (yes) -or- (no)
(if left blank we will presume self-represented / pro-se / pro-per)
- h. If yes, Name of Attorney. _____
(i) Address of Attorney. _____
(ii) Attorney email address. _____
- i. Send copies to this side? (yes) -or- (no)
(if left blank we will not send copies to this side)

7. For a defined contribution Plan/Account (i.e. 401(k)) against which QDRO to be drafted - provide the following:

- a. A statement as close as possible to current date.

For the award to the Alternate Payee select one of the following options:
- b. The Alternate Payee is awarded \$ _____ as of _____ (mm/dd/yy) adjusted for investment gains/losses to the date of distribution.
- c. The Alternate Payee is awarded _____ % as of _____ (mm/dd/yy) adjusted for investment gains/losses to the date of distribution.
- d. The Alternate Payee is awarded \$ _____ as of the date of distribution.
- e. The Alternate Payee is awarded _____ % as of the date of distribution.
- f. The most recent version of the *Summary Plan Description ("SPD")*
(This document must be provided by federal law to the Participant upon request
Reference: ERISA §§ 3(16), 102(b), 29 CFR § 2520.102-3(f); IRC § 414(g), Treas. Reg. § 1.414(g)-1)
- g. The Domestic Relations Order Procedures/Guidelines.
(This document must be provided by federal law to the Participant upon request
Reference: [ERISA § 206(d)(3)(G)(ii); IRC § 414(p)(6)(B)])

- h. If there were contributions made into this Plan/Account prior to the marriage , provide the date of first contribution: _____(mm/dd/yy).
if left blank we will presume the 1st contribution was on or after the date of marriage.
 - i. If the parties' Settlement Agreement sets forth that our firm is to receive financial statements to determine the current value of the pre-marital / post cut-off date component which is to be excluded from equitable distribution. Our fee to review the each consecutive statement (monthly or quarterly however regularly issued statements are issued by the custodian of funds.) is \$35 per statement, per plan. The calculation fee is in addition to the QDRO preparation fee.
8. For a defined benefit Plan against which QDRO to be drafted - provide the following:
- a. An accrued benefit estimate/statement which provides the employee's date of hire, date of participation, credited service and accrued benefit as of the applicable cut off date, which would be payable at normal retirement age.
 - b. The most recent version of the *Summary Plan Description ("SPD")*
 - c. The Domestic Relations Order procedures/guidelines.
 - d. If retired and collecting: Provide date of retirement _____(mm/dd/yy) and benefit calculation showing the retirement option elected and the beneficiary named, if any. This should also include the party's date of hire, participation, credited service, date of termination and any other data used to make the calculation.

Send us documents:

Email: info@TroyanLaw.com

-or-

Secure Upload:



Please Click "[Make Payment](#)" Secure Payments: →



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Troyan & Associates, P.A. - General Retainer Terms & Conditions:

Upon receipt of our full fee, the requested services will begin. No refunds will be provided, for cases that remain inactive for a period of six months and additional re-activation fees may apply.

It is the responsibility of the retaining parties to provide any and all data, necessary for the services stated above. No independent discovery by our firm is included unless specified otherwise. Credit card processing fees of up to three percent will apply to all credit card transactions. All fees are predicated on our firm being provided with all of the necessary data required for preparation of the QDRO(s). Additional fees may apply if the requested data is not supplied in a single installment. Additional time/services will be based on an hourly charge of four hundred fifty dollars. This firm's flat fee for Domestic Relations Order preparation does not include any amount of time speaking with you over the phone. If you or a representative of you contact us during your case, you will be billed in six-minute increments at four hundred fifty dollars per hour. Our legal assistants and support staff bill in six-minute increments at two-hundred dollars per hour. Please use caution when calling our office to ask questions. All calls with our office will require prior scheduling and an additional fee of one-hour of time (fee depends on to whom you wish to speak with). Please recognize that Domestic Relations Order are not routinely and swiftly qualified/accepted by Plan Administrators. A Retirement System and/or Plan Administrator is an independent third party and our office cannot require it/them to enforce any Orders prepared by this office. You may have to seek judicial intervention to have a Domestic Relations Order accepted/qualified by a Plan/System. This Plan does not engage in any party of litigation associated with your case or against the Plan/System. This firm's role is limited to drafting Domestic Relations Orders and any other services specified in our retainer letter. Our office is not being retained to inform you of the Domestic Relations Order process, how to obtain documents from Plan Administrators, Courts, Parties or any other person or entity. This firm does not represent any party and none of our employee's appear in any Court at any Time and never enter an appearance on behalf of any party or entity. If redrafting is required as a result of an oversight on our part the redrafting is done at no additional fee. This firm does not submit any documents to any Courts in any jurisdiction in any case ever. It is your sole and exclusive responsibility to obtain any required Court/Party signatures. Our QDRO drafting service will be based on our interpretation of the Agreement. Survivor benefits may treated as separate entitlements requiring an affirmative statement in the Agreement. If any disagreement about our interpretation of the Agreement occurs, it is your responsibility to harmonize views with your adversary. Conflicts of interpretation of Agreements subsequent to the onset of our drafting will require an additional Dispute Resolution fee. Drafting is limited to plans and/or entities specified above. Should the parties at any time discharge licensed legal counsel and act as pro-se litigants this firm reserves the absolute right to immediately terminate any and all services and refuse to deal directly with the parties. We also reserve the right to adjust our fees based on our pro-se fee structure. Under no circumstances can liability exceed the actual amount of retainer paid to this firm. It is hereby acknowledged and agreed should any dispute arise where this firm becomes party to an action at law, all parties submit to the laws and jurisdiction of the State of Florida. This retainer letter is intended to be fully integrated and complete and any modification shall be signed by this firm and the retaining party. A minimum file set-up fee of one hundred dollars will apply regardless if any services performed. The fee are based on at least one party being represented by an attorney. If at anytime both parties are self represented then the fee for the Domestic Relations Order is eight hundred dollars. Payment made pursuant to this retainer agreement will constitute acceptance by the parties, their agents and assigns to all conditions. Retaining this firm it is for the sole purpose of drafting domestic relation order(s). This firm is not engaging in any representation, advocacy, rendering of legal advice beyond the QDRO preparation. It is the sole and absolute responsibility of the retaining parties to timely file the appropriate documents, and to have any and all domestic relations order(s) filed/qualified/accepted in a timely manner. Refund Policy: Once fees for services are paid and a draft domestic relations order is prepared the full fee is earned and no refunds are available. The minimum processing time for an initial draft domestic relations order is ninety days beginning when the full fee and data is acknowledged by Troyan & Associates, P.A.. The QDRO processes is a long process that may be greater than one year to complete. [Please review our Email Response Policy.](#)