

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,
PENNSYLVANIA**

TG,	Plaintiff	:	NO. 08-21,452
		:	
		:	
	vs.	:	
		:	
		:	
JG,	Defendant	:	IN DIVORCE

ORDER

AND NOW, this 20th day of March, 2012, this Order is entered after a hearing held on January 23, 2012, in regard to Wife’s Petition to Enforce Agreement filed on January 6, 2012, and Husband’s Answer and Counterclaim to Petition to Enforce Agreement filed on January 19, 2012.

On April 6, 2011, at a time set for an equitable distribution hearing, the parties reached an agreement in regard to equitable distribution. The Agreement indicated that both parties’ retirement plans “shall be split 50/50 marital portion only”. The parties’ Agreement is silent as to who is responsible for preparing the Qualified Domestic Relations Orders (QDRO) to distribute the retirement plans. From April 6, 2011 until July 18, 2011, nothing apparently occurred between the parties regarding the QDROs. On July 18, 2011, Wife’s counsel sent to Husband’s counsel a draft of one of the required QDROs. The draft QDRO contained errors in the spelling of the parties’ names. Husband’s counsel contacted the paralegal in Wife’s counsel’s office handling the QDRO matter and advised that the draft QDRO sent contained spelling errors and did not include both QDROs. Again, nothing occurred between the parties from mid-July, 2011, until

December 6, 2011. On December 6, 2011, the paralegal in Wife's counsel's office sent correspondence to Husband's counsel which included both QDROs.

Upon receipt of the QDROS, counsel for Husband sent both QDROs to Law Data (a pension appraisal firm) to review if the QDROs were consistent with the plan and the parties' Agreement. Husband's counsel also sent the QDROs to the Plan Administrator, State Employees Retirement System, to determine if the QDROs complied with plan requirements.

Husband's counsel was subsequently contacted by Law Data and advised they could not review the QDROs for Husband as they had been retained by Wife to draft the QDROs. On December 22, 2011, Husband's counsel sent both QDROs by fax to Pension Appraisers, Inc. for review. Husband's counsel was advised by Pension Appraisers, Inc. that the cost to review the QDROs would be \$200-\$500. Upon learning of the cost, Husband's counsel chose to send the QDROs to The Griffin Firm, PLLC for review. The QDROs were faxed to The Griffin Firm on December 29, 2011.

After sending the QDROs to Husband's counsel on December 6, 2011, Wife's counsel sent follow-up correspondence to Husband's counsel on December 16, 2011. In this correspondence, Wife's counsel advised that if the signed QDROs were not returned to her office by 5:00 p.m. on December 22, 2011, a petition for enforcement would be filed. The letter further states "we need to take care of these QDROs immediately as there can be problems if there is not a signed order on file with the administrator".

Upon receipt of this correspondence, Husband's counsel contacted Wife's counsel and advised that he had sent the QDROs out to be reviewed. Wife's counsel requested

proof that Husband's counsel had done so. Husband's counsel sent Wife's counsel a fax on December 28, 2011, which included copies of the cover letters Husband's counsel had sent for the QDROs to be reviewed.

On January 6, 2012, Wife's counsel filed a Petition to Enforce Agreement. In her Petition, Wife alleges that Husband is "simply delaying the matter". Wife requested the Court order Husband to immediately sign the QDRO and order Husband to pay the cost of filing the Petition.

On January 9, 2012, Husband filed an Answer and Counterclaim. In his Counterclaim, Husband alleged that Wife frivolously filed her Petition and that such filing was unwarranted and resulted in increase costs and hardship to the parties. Husband requested counsel fees.

On Friday, January 20, 2012, Husband's counsel received a fax from The Griffin Firm indicating that the QDROs did comply with the Marital Property Settlement Agreement. The hearing on both parties' Petitions was held the next business day, Monday, January 23, 2012. Husband's counsel advised that based on the letter received from The Griffin Firm, Husband would sign both QDROs.

After review of the facts in this case, Wife's Petition to Enforce Agreement is DISMISSED. Though Wife alleges that Husband is "simply delaying the matter", the Court disagrees. Any delay in this matter has been caused by Wife. Wife's counsel was advised in mid-July, 2011, by Husband's counsel that there were typographical errors in the draft QDRO and only one of the two QDROs had been sent. There was a delay of five months until Husband's counsel received both QDROs with the typographical errors

corrected. Despite this five month delay by Wife's counsel, Wife's counsel demanded Husband sign both QDROs within sixteen days because "there can be problems if there is not a signed order on file with the Administrator".

Upon receipt of the QDROs, Husband's counsel promptly sent the QDROs off to be reviewed. Husband's counsel advised Wife's counsel of this and even provided proof as Wife's counsel apparently did not believe Husband's counsel had sent the QDROs to be reviewed. From the date Husband's counsel received the QDROs from Wife's counsel, it took approximately five weeks for Husband's counsel to have the QDROs reviewed. This is significantly less than the five months Wife's counsel took to correct a typographical error and submit both QDROs to Husband's counsel.

Husband's Counterclaim is hereby GRANTED. Wife shall pay Husband's counsel fees in the amount of \$250.00. Said payment shall be made to Husband's counsel within thirty (30) days of the date of this Order.

By the Court,

Joy Reynolds McCoy, Judge