# MODEL QDRO LANGUAGE

**This model QDRO is intended to assist interested parties in preparing a QDRO. It includes provisions necessary to satisfy QDRO legal requirements, but it does not contain all possible provisions that may be included in a QDRO. Please modify the model QDRO’s provisions to the extent necessary to conform it to the separation agreement or other court document. Also, remember to replace this block and the “MODEL QDRO LANGUAGE” heading with the appropriate case name or caption before submitting this to the court.**

This domestic relations order (**Order**) is intended to be a qualified domestic relations order (**QDRO**), as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended (**ERISA**), and in Section 414(p) of the Internal Revenue Code of 1986, as amended (**Code**).

**1. Plan Name:** This Order applies to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Plan**), as well as to any successor plan to the Plan.

**2. Participant Information:** The name, last known address, social security number, and birth date of the Plan "Participant" is:

Name:

Address:

Social Security Number\*: Birth Date\*:

*\* For privacy reasons, this information may be provided in a separate document.*

**Participant's Attorney Information:**

Attorney’s Name:

Address:

Phone: Email:

**3. Alternate Payee Information:**  The name, last known address, social security number and birth date of the "Alternate Payee" is:

Name:

Address:

Social Security Number\*: Birth Date\*:

*\* For privacy reasons, this information may be provided in a separate document.*

**Alternate Payee's Attorney Information:**

Attorney’s Name:

Address:

Phone: Email:

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order.

**4. State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of .

**5. Marital Property Rights, Spousal Support, or Child Support:** This Order relates to the provision of \* to the Alternate Payee.

\* *In this blank enter the reason for the benefit assignment to the Alternate Payee, which will be either “marital property rights,” “spousal support,” or “child support.” Delete this instruction after filling in the blank.*

**6. Benefit Assignment:** **[Option 1 Assign 50% (or some other percentage) of the marital portion at retirement:** This Order assigns to the Alternate Payee a benefit equal to the actuarial equivalent of 50% of the Marital Portion of the Participant’s accrued benefit in the Plan as of the Assignment Date. The “**Assignment Date**” is the earliest of the Participant’s or the Alternate Payee’s benefit commencement date, or the date that is as close as administratively possible to such date. The “**Marital Portion**” is the percent of the Participant’s benefit accrued during the marriage, determined by dividing (1) the Participant’s number of months of benefit accrual service earned during the marriage, by (2) the Participant’s total number of months of benefit accrual service as of the Assignment Date. For this purpose, the marriage began and ended .**]**\*

**6. Benefit Assignment:** **[Option 2 Assign a percentage of the entire benefit at retirement:** This Order assigns to the Alternate Payee a benefit equal to percent ( %) of the Participant’s accrued benefit in the Plan as of the Assignment Date. The “**Assignment Date**” is .\*\***]**\*

\* *After choosing the appropriate option above for Item 6, remember to delete the option you did not use and this instruction.*

*\*\* In this blank enter the date of divorce, separation, or other appropriate or agreed upon date. Delete this instruction after filling in the blank.*

**7. Separate Interest Benefit:** This Order assigns a separate interest benefit to the Alternate Payee that is actuarially adjusted, if necessary, to be based on the Alternate Payee’s life expectancy, form of payment, benefit commencement date, or other factor required by the Plan.

**8. Early Retirement Subsidies / Supplements:** To the extent the Plan permits, the Alternate Payee \_\_\_\_\_\_\_\_\_\_\_\* receive a pro rata share of any early retirement subsidy or supplement the Participant receives from the Plan.

*\* Fill in the blank with “shall” or “shall not,” then delete this instruction.*

**9. Cost-of-Living Adjustments / Postretirement Increases:** The Alternate Payee \_\_\_\_\_\_\_\_\_\_\_\_**\*** receive a pro rata share of any cost-of-living adjustment or other postretirement benefit increase the Participant receives from the Plan.

*\* Fill in the blank with “shall” or “shall not,” then delete this instruction.*

**10. Benefit Reductions:** If the Participant’s accrued benefit is reduced for any reason other than the Participant’s action or failure to act (e.g., if the Plan files for bankruptcy and cannot satisfy all benefit liabilities) the Plan shall apply a pro rata share of such reduction to the Alternate Payee’s assigned benefit.

**11. Time, Form, and Duration of Payments:** The Alternate Payee may elect to begin to receive payment of his/her assigned benefit as soon as administratively feasible following the earliest date permitted by the Plan or required by Code Section 414(p), and must begin to receive such payments no later than the date the Participant begins to receive his/her benefit payments. The Alternate Payee may elect any form of payment generally available to alternate payees under the Plan’s provisions other than a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse. The Alternate Payee’s assigned benefit shall be paid for the period required by the form of payment that the Alternate Payee elects. The Participant and/or Alternate Payee shall provide the Plan with any form, document, or other information the Plan requires to facilitate payment to the Alternate Payee.

**12. Qualified Preretirement Survivor Annuity (QPSA):** The Alternate Payee shall be treated as the Participant’s surviving spouse for purposes of the QPSA only to the extent necessary to secure payment of the Alternate Payee’s assigned benefit, and not in addition to the assigned benefit. The Alternate Payee meets the Plan’s one year marriage requirement for this purpose.

**13. Participant’s Death Before Alternate Payee’s Payments Begin:** If the Participant dies before the Alternate Payee begins to receive benefit payments, the portion of the Participant’s accrued benefit that was assigned to the Alternate Payee shall be forfeited. In this event, the Alternate Payee shall receive the QPSA, if any, awarded in this Order.

**14. Participant’s Death After Alternate Payee’s Payments Begin:** If the Participant dies after the Alternate Payee begins to receive benefit payments, the Participant’s death shall have no effect on the benefits assigned to the Alternate Payee

**15. Alternate Payee’s Death Before His/Her Payments Begin:** If the Alternate Payee dies before he/she begins to receive benefit payments, the benefits assigned to the Alternate Payee shall revert to the Participant.

**16. Alternate Payee’s Death After His/Her Payments Begin:** If the Alternate Payee dies after he/she begins to receive benefit payments, the Alternate Payee’s remaining benefits, if any, shall be paid according to the distribution option he/she elected.

**17. Impermissible Benefits:** This Order shall be construed in a manner that does not require the Plan (a) to provide any type or form of benefit, or any option, not otherwise provided under the Plan, (b) to provide increased benefits determined on the basis of actuarial value, or (c) to pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

**18. QDRO Determination and Notice:** The Participant, Alternate Payee, and/or their representatives shall promptly deliver a copy of this Order to the Plan. As provided in ERISA Section 206(d) and in Code Section 414(p), the Plan shall determine whether the Order is a QDRO and shall provide written notice of such determination to the Participant, Alternate Payee, and, if applicable, their representatives.

**19. QDRO Administration and Interpretation:** Because this Order is intended to be a QDRO, the Order shall be administered and interpreted consistently with ERISA, the Code, and the Plan’s terms and procedures.

**20. Court’s Jurisdiction:** The Court shall retain jurisdiction over this Order, including to amend the Order if necessary to conform it to the original intent of the parties and/or to establish or maintain its status as a QDRO.

**21. Overpayments:** If the Participant receives Plan benefits that are assigned to the Alternate Payee in this Order, or if the Alternate Payee receives Plan benefits that are not assigned to the Alternate Payee in this Order, then the relevant party shall promptly return such overpayment to the Plan.

**22. Participant’s Actions:** The Participant shall not take any action, or refrain from taking any reasonable action, that circumvents the intent of this Order, or that diminishes the Alternate Payee’s rights provided in this Order.