# 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 of the Participant’s benefit payments:** This Order assigns to the Alternate Payee 50% of the Marital Portion of each benefit payment the Plan makes to the Participant. The “**Marital Portion**” is the percentage of the Participant’s benefit payments 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 at retirement. For this purpose, the marriage began and ended .**]**\*

**6. Benefit Assignment:** **[Option 2 Assign 50% (or some other percentage) of the Participant’s accrued benefit at divorce (or some other date):** This Order assigns to the Alternate Payee the portion of each benefit payment the Plan makes to the Participant that is equal to 50% of the Participant’s accrued benefit as of .**]**\*

**6. Benefit Assignment:** **[Option 3 Assign a dollar amount of the Participant’s benefit payments:** This Order assigns to the Alternate Payee $ , but not more than 100%, of each benefit payment the Plan makes to the Participant.**]**\*

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

**7. Shared Payment Benefit:** This Order assigns a shared payment benefit to the Alternate Payee that is based on the Participant’s life expectancy and form of payment.

**8. Early Retirement Subsidies / Supplements:** 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 benefit payments are 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 and Duration of Payments:** The Plan shall begin to pay the assigned benefits to the Alternate Payee when the Participant begins to receive benefit payments, or as soon as administratively feasible thereafter. The Alternate Payee shall receive his/her assigned benefit in the form, and over the period, required by the Participant’s form of payment. 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.

**[Option 1 Participant required to elect a QJSA or other joint and survivor annuity to provide postretirement survivor annuity to Alternate Payee – 12. Joint and Survivor Annuity:** The Participant shall elect a qualified joint and survivor annuity (QJSA), or other joint and survivor annuity if available under the Plan, with the Alternate Payee as a designated beneficiary, to the extent necessary to secure payment of the assigned benefit for the Alternate Payee’s lifetime.**]**

**[Option 2 Participant permitted to choose any form of payment – 12. Form of Payment:** The Participant is permitted to choose any form of payment available under the Plan for which the Participant is otherwise eligible.**]**

**13. Qualified Preretirement Survivor Annuity (QPSA):** The Alternate Payee shall be treated as the Participant’s surviving spouse for purposes of the QPSA to the extent necessary to secure payment of the assigned benefit for the Alternate Payee’s lifetime.

**14. Participant Dies Before Alternate Payee:** If the Alternate Payee is alive when the Participant dies, the Alternate Payee’s assigned benefit payments shall cease at that time unless otherwise provided by the form of payment the Participant elected. If this Order requires the Participant to elect a QJSA or other joint and survivor annuity with the Alternate Payee as a designated beneficiary, the Alternate Payee will receive a survivor annuity after the Participant’s death. Otherwise, the Alternate Payee will receive a survivor annuity only if the Participant’s form of payment and beneficiary elections provide for such benefits. If the Participant dies before beginning to receive benefit payments, the Alternate Payee will receive a portion of the QPSA benefit only if provided in this Order.

**15. Alternate Payee Dies Before Participant:** If the Alternate Payee dies before the Participant, the benefits assigned to the Alternate Payee in this Order shall revert to the Participant.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.