

**ANNUITY MODEL QDRO**

*[Note: This document shall not be relied upon for legal advice]*

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
\_\_\_\_\_ COUNTY, OHIO**

|            |   |                    |
|------------|---|--------------------|
| _____ ,    | ) | CASE NO. _____     |
|            | ) |                    |
| Plaintiff, | ) | JUDGE: _____       |
|            | ) |                    |
| v.         | ) |                    |
|            | ) |                    |
|            | ) |                    |
| _____ ,    | ) | QUALIFIED DOMESTIC |
|            | ) | RELATIONS ORDER    |
| Defendant. | ) |                    |

**IT IS HEREBY ORDERED AS FOLLOWS:**

- Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of the Alternate Payee’s right to receive a portion of the Participant’s benefits as held under the Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust, a multi-employer defined contribution retirement plan that is qualified and maintained under applicable provisions of the Internal Revenue Code of 1986 (the “Code”) and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). It is intended that this Order constitute a Qualified Domestic Relations Order (“QDRO”) in accordance with the provisions of Code Section 414(p) and ERISA Section 206(d)(3).

2. **Participant Information:** The name, last known address, Social Security number and date of birth of the “Participant” are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Birth Date: \_\_\_\_\_

The Participant shall have the duty to notify the Plan Administrator in writing of any changes in his mailing address subsequent to the entry of this Order. The Participant designates himself to receive all notices regarding the status of this Order and all matters related thereto.

3. **Alternate Payee Information:** The name, last known address, Social Security number and date of birth of the “Alternate Payee” are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Birth Date: \_\_\_\_\_

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in her mailing address subsequent to the entry of this Order. The Alternate Payee designates herself to receive all notices regarding the status of this Order and all matters related thereto.

4. **Plan Name:** The name of the plan to which this Order applies is the Iron Workers District Council of Southern Ohio & Vicinity Annuity Trust (hereinafter, the “Plan”). The administrative office of the Plan is currently located at 1470 Worldwide Place, Vandalia, Ohio 45377. Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant’s benefits described below is incurred shall also be subject to the terms of this Order. In addition, any benefits accrued by the Participant under a predecessor plan or any other defined contribution plan, where liability for benefits accrued under such predecessor plan or other defined contribution plan has been transferred to the Plan, shall also be subject to the terms of this Order.

5. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of \_\_\_\_\_.
  
6. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of a final order or decree of divorce or dissolution, as the case may be, between the Participant and Alternate Payee.
  
7. **Amount of Alternate Payee's Benefit:** The Alternate Payee is awarded the following interest under the Plan as her sole property.
  - [Specify exact dollar amount as of the date of division, or a percentage of Participant's vested Plan account determined as of the date of division or a specific Plan Valuation Date. [Please note that the date of division must be on or after October 1, 2009]
  - Specify from which contribution sources and/or investment fund(s) the interest will be taken, or a broad allocation method, e.g. on a pro-rata basis.
  - Specify whether the amount of the Alternate Payee's Plan interest will be adjusted for gains or losses from the date of division. [Please note that the date of division must be on or after October 1, 2009]
  - Specify if there is an outstanding participant loan as of the date of division, and how such loan is to be treated for purposes of the Order. Specifically, state whether the loan be "included" in or "excluded" from the Participant's account balance when determining the Alternate Payee's benefit.
  - Specify whether the Plan's QDRO processing fee of Six-Hundred Dollars (\$600.00) should be assessed to either the Participant or the Alternate Payee exclusively, or split between the Parties (specify the percentage of the fee that each party shall pay). Please note if the QDRO is silent on this issue, the fee will be assessed to the Participant in full.
  - If applicable, specify whether the one hundred and sixty dollar (\$160) Administrative Fee should be assessed to either the Participant or the Alternate Payee exclusively, or split between the Parties (specify the percentage of the fee that each party shall pay). Please note if the QDRO is silent on this issue, the Administrative Fee will be assessed in the same manner as the Plan's \$600 QDRO processing fee.]

Provided, however the amount to be reallocated to a separate account for the Alternate Payee pursuant to the Order shall not exceed the vested portion of the Participant's Plan account balance (immediately prior to the reallocation), reduced by (a) any portion of the Participant's Plan Account attributable to any outstanding participant loan, (b) any portion of the Participant's Plan account that is payable to another individual as an alternate payee pursuant to an order determined by the Plan Administrator to be a QDRO, and (c) any portion of the QDRO processing fee (\$600) that is assessed to the Participant.

As soon as administratively practicable after this Order has both been entered by the Court and determined by the Plan Administrator to be a QDRO, the Plan Administrator will cause an amount as specified above to be allocated to the Alternate Payee.

In the event that the Plan Administrator pays to the Participant any amounts that are due to the Alternate Payee (pursuant to the creation by this Order of [his/her] Plan interest), then the Participant shall immediately reimburse the Alternate Payee (to the extent that the Participant received erroneous payment) within **10** days of having received such amounts.

- 8. Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to receive payment of [his/her] Plan account balance at any time after such account is established, but no later than the date on which the Participant or (in the event of death) the Participant's beneficiary receives or begins to receive payment of his or her Plan account balance.

The Alternate Payee may elect to receive payment of the Plan account balance assigned to [him/her] in any form permitted under the terms of the Plan at the time of distribution, other than a joint and survivor annuity (if then offered by the Plan as a form of payment). Any such distribution election shall be made on such form and in such manner as prescribed by the Plan Administrator. The Alternate Payee is understood to have the right under the Plan to request an "eligible rollover distribution," subject to the Plan's requirements for processing same and all relevant requirements under federal law pertaining to such a rollover.

- 9. Rights of Alternate Payee to Designate Beneficiary.** Prior to receiving payment of [his/her] Plan account balance established in accordance with Section [\_\_\_] of the Order, the Alternate Payee may designate one or more beneficiaries to receive her remaining interest in the Plan upon her death.

Any such beneficiary designation shall be made on such form and in such manner as prescribed by the Plan Administrator.

If the Alternate Payee dies after creation of a Plan interest on **[his/her]** behalf pursuant to this Order (following its determination as a QDRO by the Plan Administrator), payment of such interest will be made to the Alternate Payee's designated beneficiary or if none, to **[his/her]** estate.

- 10. Rights of Alternate Payee to Invest Account.** Prior to receiving payment of **[his/her]** Plan account balance established in accordance with Section **[ ]** of the Order, the Alternate Payee may direct the investment of such Plan account pursuant to the terms of the Plan applicable to all Participants, provided that the Alternate Payee's Plan account shall initially be invested upon allocation **[in the same funds and investment percentage as maintained by the Participant on the date of allocation] [in the [specify a default investment fund]]**. Any investment election by the Alternate Payee shall be made on such form and in such manner as prescribed by the Plan Administrator for all Participants.
- 11. Death of Participant.** The death of the Participant following creation of a Plan interest on behalf of the Alternate Payee pursuant to this Order (following its determination as a QDRO by the Plan Administrator) shall not affect the right of the Alternate Payee to such Plan interest nor alter the Plan's obligation to create an account evidencing such interest, provided the Alternate Payee completes all necessary documentation as may normally be required under the Plan to create a Plan account (including but not limited to investment direction and beneficiary designation).
- 12. Savings Clause:** This Order is not intended, and shall not be construed, in such a manner as to require the Plan:

  - (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
  - (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
  - (c) to require the payment of any benefits to the Alternate Payee that are required to be paid to another Alternate Payee under another order that was previously deemed to be a QDRO.
- 13. Certification of Necessary Information:** All payments made pursuant to this order shall be conditioned on the certification by the Alternate Payee

and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

14. **Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Code Section 414(p) and ERISA Section 206(d), as the same may be amended from time to time, and the provisions hereof shall be administered and interpreted in conformity therewith. The Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

The Participant and Alternate Payee shall take such further action as may be necessary to ensure that a prompt determination is made by the Plan Administrator or a court of competent jurisdiction that this Order constitutes a qualified domestic relations order under applicable provisions of ERISA and the Code and that the Plan distributes the assigned benefits of the Alternate Payee to her when required to do so pursuant to this Order.

15. **Tax Treatment of Distributions Made Under This Order:** For purposes of Code Sections 402(e)(1) and 72, the Alternate Payee shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order and, as such, will be required to pay the appropriate federal income taxes on such distribution.

16. **Constructive Receipt:** In the event that the Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that he has received such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

17. **Continued Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make an award of alimony, if applicable, in the event that the Participant fails to comply with the provisions contained above requiring said payments to the Alternate Payee.

**18. Actions By Participant.** The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the efforts of his actions or inactions and to the extent of her full entitlements hereunder.

**19. Receipt and Approval of This Order by the Plan.** The Participant and/or Alternate Payee or their legal counsel shall furnish a copy of this Order to the Plan administrator and inform the Plan administrator of the parties' intent that this Order constitute a qualified domestic relations order under applicable provisions of ERISA and the Code. The Participant and Alternate Payee shall take such further action as may be necessary to ensure that a prompt determination is made by the Plan administrator or a court of competent jurisdiction that this Order constitutes a qualified domestic relations order under applicable provisions of ERISA and the Code and that the Plan distributes the assigned benefits of the Alternate Payee to her when required to do so pursuant to this Order.

JUDGE \_\_\_\_\_

Approved:

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Attorney for Plaintiff

Approved:

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Attorney for Defendant