

**QDRO SAMPLE  
ANNUITY  
CHILD SUPPORT**

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

_____	)	
	)	
Plaintiff,	)	CASE NO. _____
	)	
v.	)	JUDGE _____
	)	
_____	)	
	)	
Defendant.	)	<u>QUALIFIED DOMESTIC RELATIONS ORDER</u>
	)	

IT IS HEREBY ORDERED AS FOLLOWS:

**1. Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee’s right to receive a portion of the Participant’s benefits payable under the Iron Workers District Council of Southern Ohio and Vicinity Annuity Trust (the “Plan”), 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 (“ERISA”), each as amended to date. It is intended that this Order constitute a Qualified Domestic Relations Order (“QDRO”) under 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:  
Soc. Sec. 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 [NOTE: THE ALTERNATE PAYEE MUST BE A CHILD OF THE PARTICIPANT]:** The name, last known address, Social Security number and date of birth of the “Alternate Payee” are:

Child’s Name:  
Address:  
Soc. Sec. 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 and Vicinity Annuity Trust, 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.

**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. Amount of Alternate Payee's Benefit for Provision of Past Due Child Support Payments:** This Order relates to the provision of past due "child support" to the Alternate Payee. The total amount of child support arrearage is \$ \_\_\_\_\_. Therefore, this Order assigns to the Alternate Payee an amount equal to the lesser of (a) 100% of the Participant's total vested account balance under the Plan as of \_\_\_\_\_ or (b) \$ \_\_\_\_\_. [**Please note that the date of division must be on or after October 1, 2009**]

**7. 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.

Benefits will be payable to the Alternate Payee in the form of a single lump sum cash payment. Said payment shall be mailed to the Child Support Enforcement Agency at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Order to ensure that the Participant is properly credited for his child support obligation, be sure that the Alternate Payee's distribution check includes: (1) Participant's name; (2) Social Security number; and (3) case number \_\_\_\_\_.

**8. QDRO Processing Fee:** The Plan's Six-Hundred Dollar (\$600.00) QDRO processing fee will be assessed to the Participant [*unless otherwise noted*]. In the event that the QDRO awards the Alternate Payee 100% of the Participant's Plan account, the QDRO processing fee (\$600.00) will be deducted from the Participant's Plan account prior to distribution of the remaining funds.

**9. 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 after approval of the QDRO nor alter the Plan's obligation to direct such money to the:  
\_\_\_\_\_.

**10. Death of Alternate Payee:** The death of the Alternate Payee after approval of this QDRO will not alter the obligations set forth under this Order and the Plan will still send the assigned amount to the \_\_\_\_\_.

**11. 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.

**12. 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.

**13. Continued Qualified Status of Order:** It is the intention of the parties that this Order 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 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.

**14. Tax Treatment of Distributions Made Under This Order:** For purposes of Code Sections 402(e)(1) and 72, because the Alternate Payee designated in Section 3 is the “child” of the Participant, the Participant shall be responsible for any federal and state taxes associated with payments made to the Alternate Payee from the Plan Administrator. If necessary, the Plan Administrator shall provide the Participant with an amended Form 1099 for tax purposes.

**15. 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.

**16. 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.

**17. 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 effects of his actions or inactions and to the extent of her full entitlements hereunder.

**18. 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.

SO ORDERED.

\_\_\_\_\_  
JUDGE\_\_\_\_\_

Approved:

\_\_\_\_\_  
Plaintiff\_\_\_\_\_

\_\_\_\_\_  
(Ohio Reg. \_\_\_\_\_)  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Defendant\_\_\_\_\_

\_\_\_\_\_  
(Ohio Reg. \_\_\_\_\_)  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Attorney for Defendant