

IN RE: THE MARRIAGE OF)
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This cause coming to be heard for the purpose of entry of a Qualified Domestic Relations Order as defined in 29 U.S.C. Section 1056(d)(3); the Court on _____, having entered an Order relating to the withholding of income of the Respondent _____, in order to secure payment of past-due child support and/or maintenance; the Iron Workers District Council of Southern Ohio and Vicinity Annuity Trust is currently holding benefits to Respondent _____; the Court intends that this Order shall be a Qualified Domestic Relations Order as the term is used in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Section 414(p) of the Internal Revenue Code of 1986, as amended (“Code”);

1. **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 (hereinafter referred to as “Plan”). Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee’s rights as stipulated under this Order.
2. **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 an employer sponsored defined contribution plan which is qualified under Section 401 of the Code and ERISA. It is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under 414(p) of the Code and Section 206(d)(3) of ERISA.
3. **Participant’s Information:**
Name:
Last Known Mailing Address:
Social Security Number:
Birth Date:

Participant's Attorney:

Name:

Mailing Address:

Email Address:

4. **Alternate Payee's Information:**

Name:

Last Known Mailing Address:

Social Security Number:

Birth Date:

Alternate Payee's Attorney:

Name:

Mailing Address:

Email Address:

5. **Notification of Address Change:** Both the Participant and 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.
6. **Changes to Plan:** Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.
7. **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 _____.
8. **For Provision of Past Due Child Support:** This Order relates to the provision of past-due "child support" to the Alternate Payee. The total amount of such child support arrearage is \$ _____.
9. **Amount of Alternate Payee's Benefit:** This Order assigns the Alternate Payee an amount equal to the lesser of (a) **One Hundred Percent (100%)** of the Participant's Total Account Balance under the Plan as of _____ (date of order); or (b) \$ _____ (amount of arrearage).

The Alternate Payee's share of the benefits shall be allocated on a *pro-rata* basis among all of the accounts and/or investment funds maintained on behalf of the Participant under the Plan.

Additionally, the Alternate Payee's assigned share of the benefits shall include any interest and investment earnings or losses attributable thereon for periods subsequent to _____ [date of order], until the date of total distribution.

10. **Commencement Date and Form of Payment:** The Alternate Payee shall receive her share of the benefits as soon as administratively feasible following the date this Order is approved as a QDRO by the Fund. Benefits will be payable to the Alternate Payee in the form of a single lump-sum cash payment.
11. **Payments Shall be Mailed to Child Support Enforcement Agency:** Payments shall be mailed to the Child Support Enforcement Agency at the following address to ensure that the Participant receives credit for the full amount of his/her payments:

The payment distribution check should include: (i) the full name of the Participant; (ii) the social security number of the Participant; and (iii) Case No. _____.

12. **Rights of Plan Beneficiaries:** On and after the date this Order is deemed to be a QDRO, but before the Alternate Payee receives her total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted by provisions of the Plan.
13. **Death of the Alternate Payee:** In the event of the Alternate Payee's death prior to Alternate Payee receiving the full amount of benefits called for under the Order, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a beneficiary designation, in accordance with the terms of the Plan), shall receive the remainder of any unpaid benefits under the terms of this Order.
14. **Death of the Participant:** In the event the Participant dies prior to the establishment of separate account(s) in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of her benefits as called for under Paragraph 8 of this Order. Should the Participant predecease the Alternate Payee after the new account(s) have been established on her behalf, such Participant's death shall not affect the Alternate Payee's rights to receive her assigned portion of the benefits as set forth herein.
15. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan to (i) provide any type or form of benefits option not otherwise provided under the terms of the Plan; (ii) require the Plan to provide increased benefits determined on the basis of actuarial value; or require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order which was previously deemed to be a QDRO.

16. **Fund's Discharge of Liability:** The Participant and Alternate Payee consent to the division of benefits set forth herein and agree to waive any claim against the Trustees and/or the Fund Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The Fund and its sponsors, employees, agents, and fiduciaries shall be discharged from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA. The approval of this Order by the Fund indicates only that the Fund has determined that the Order satisfied the requirements of a QDRO, does not violate the terms of the Plan, and is capable of administration under reasonable construction. It is not to be taken as a determination by the Fund that the Order makes a legal, proper, fair or equitable division of property. Plan officials, Trustees, and the Plan assume no responsibility to the parties for supervising the correctness or fairness of that division.
17. **Certification:** 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.
18. **Continuation:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Code, as it may be amended from time to time.
19. **Tax Treatment of Distributions Made Under This Order:** For the purposes of Sections 402(e)(1) and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under terms of the Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

Notwithstanding the previous paragraph, if the Alternate Payee designated above is the "child" of the Participant, then such Participant shall be responsible for any federal and state taxes associated with payments made to the Alternate Payee from the Plan and recognizes that such payments will be reported to the Internal Revenue Service.
20. **Constructive Receipt:** In the event that the Plan inadvertently pays the Participant any benefits which 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 benefits payments, and shall pay such amounts directly to the Alternate Payee within ten (10) days of receipt.
21. **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.

22. **Gender:** The Feminine gender, where appearing in this Order, shall be deemed to include the masculine gender.
23. **Terms of Plan Govern:** The terms of and rules governing the Plan shall prevail in the event of any conflict between this Order and the Plan.

PARTICIPANT

ALTERNATE PAYEE

DATED:

ENTER: _____