

**IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
_____COUNTY, _____**

IN RE: THE MARRIAGE OF

)
)
)
)
)
)

**QUALIFIED DOMESTIC RELATIONS ORDER FOR THE IRON WORKERS
DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY PENSION TRUST**

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 a Judgment of the Court relating to the provision of child support, alimony or maintenance, or marital property rights of a spouse, former spouse, child, or other dependent of the Participant; due notice having been given; the Court having jurisdiction of the parties and the subject matter; and the Court being fully advised in the premises;

THE COURT FINDS, AND IT IS HEREBY ORDERED, AS FOLLOWS:

1. **Plan Name:** The name of the Plan to which this Order applies is the Iron Workers District Council of Southern Ohio and Vicinity Pension 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 the Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined benefit pension plan that is qualified under Section 401 of the Internal Revenue Code, as amended ("Code") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). It is intended to constitute as a Qualified Domestic Relations Order ("QDRO") under Section 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 to his or her mailing address after entry of this Order.
6. **Pursuant to State Domestic Relations Law:** This Order is issued pursuant to the domestic relations laws of the State of _____.
7. **For Provision of Marital Property Rights:** This order relates to the provision of marital property rights to the Alternate Payee as a result of the Judgment of Dissolution of Marriage between the Participant and the Alternate Payee.
8. **Binding on Successor Plans:** Any successor plan to the Plan or any other plans to which liability for provision of the Participant's benefits described below is incurred shall also be subject to the terms of this Order. Also, any benefits accrued by the Participant under a predecessor plan or any other defined benefit plan where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order. Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee's rights as set forth under this Order.
9. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to the actuarial equivalent of _____ Percent (____%) of the Participant's benefits which accrued from the date of marriage, _____, to the date of dissolution of marriage, _____.
10. **Post Dissolution Benefit Accruals:** The Alternate Payee shall have no rights to any portion of the Participant's benefits not referenced in the proceeding paragraph. The Alternate Payee shall have no right to any increases on any portion of the Participant's benefits which is either granted or accrues subsequent to the date of dissolution.
11. **Commencement Date and Form of Payment:** Benefits to the Alternate Payee shall be paid in the form of lifetime monthly payments. The Alternate Payee may elect to commence receiving his/her benefits on the effective date that the Participant becomes eligible for a disability retirement, early retirement, or normal retirement. In the event the Participant dies before beginning to receive pension payments, the Alternate Payee may commence receiving his/her benefits on the effective date that the Participant would

have become eligible for either an early retirement or a normal retirement had the Participant lived.

12. **Separate Interest Approach:** This QDRO utilizes a separate interest approach, under which the Alternate payee's assigned share of the benefits is to be actuarially adjusted to the life expectancy of the Alternate Payee. Any actuarial adjustment that maybe necessary to convert the Alternate Payee's benefits to her own lifetime should be applied to the Alternate Payee's benefits. As a result, should the Participant predecease the Alternate Payee after the Alternate Payee's benefit commencement date, his death shall not affect the Alternate Payee's right to continued benefits.
13. **Early Commencement Reductions:** If the Alternate Payee commences his/her benefits before the Participant's normal retirement age, then any applicable early commencement reductions shall be applied to the Alternate Payee's benefits in accordance with applicable Plan provisions.
14. **Early Retirement Subsidy:** The Alternate Payee shall be entitled to a *pro rata* share of any early retirement subsidy provided to the Participant on the date of his retirement. If the Alternate Payee has already commenced her share of the benefits on the date of the Participant's retirement, then the amounts payable to the Alternate Payee shall be increased to provide the Alternate Payee with an actuarially adjusted *pro rata* share of such early retirement subsidy. Such *pro rata* share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated pursuant to paragraph 9 of this Order.
15. **Death of Participant Before Benefit Commencement Date; Treatment of Alternate Payee As Surviving Spouse for Purposes of Determining Qualified Pre-retirement Survivor Annuity As Such Term Is Defined in Section 417 of the Code:** If the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced his or her benefits under the Plan, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of this monthly pre-retirement survivor annuity. For purposes of determining the eligibility for such surviving spouse benefits, the Participant and the Alternate Payee were married for more than one year. This designation applies to the marital portion of the Participant's accrued benefit as set forth in paragraph 9 of this Order. The Alternate Payee shall be treated as the Participant's surviving spouse for purposes of any pre-retirement surviving spouse benefits that are attributable to the marital portion of the Participant's benefits, and any subsequent spouse of the Participant shall not be treated as the Participant's surviving spouse for such purposes.
16. **Death of Participant After Alternate Payee's Benefit Commencement Date:** Pursuant to the terms of this Order, the Alternate Payee's benefits are to be actuarially adjusted to the Alternate Payee's own life expectancy. Under this separate interest approach, once the Alternate Payee commences receiving benefits in accordance with the terms of this Order, the Alternate Payee's right to continued benefits shall be unaffected by the Participant's subsequent death.

17. **Death of Alternate Payee:** If the Alternate Payee predeceases the Participant before commencing her benefits, the Alternate Payee's portion of the Participant's benefits shall revert to the Participant. If the Alternate Payee predeceases the Participant after her benefit commencement date, the Alternate Payee's portion of benefits shall cease.
18. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan to provide any type or form of benefit or any option not otherwise provided under the terms of the Plan, to provide increased benefits determined on the basis of actuarial value; or 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 Qualified Domestic Relations Order.
19. **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 satisfies 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.

20. **Tax Treatment of Distributions Made under this Order:** For purposes of Sections 402(a)(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 the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
19. **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. In the event that the Plan inadvertently pays the Alternate Payee any benefits which are assigned to the Participant pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Participant to the extent that she has received such benefits payment and shall pay such amounts directly to the Participant within ten (10) days of receipt.
20. **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 set forth herein.

21. **Gender:** The Feminine gender, where appearing in this Order, shall be deemed to include the masculine gender.
22. **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

IT IS SO ORDERED

DATED:

ENTER: _____