

**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 right of an Alternate Payee 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 ("Code") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). It is intended to constitute 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 and/or Spousal Support:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the Judgment of Dissolution of Marriage between Participant and 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 of the employer or any other defined benefit plan sponsored by the Participant's employer, 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.
9. **Amount of Alternate Payee's Benefit:** From benefits otherwise payable to the Participant each month, this Order assigns to the Alternate Payee an amount equal to _____, of the Participant's benefit commencing _____ [e.g., the first day of the month following entry of Order; e.g., as soon as administratively practicable] and continuing to the Alternate Payee until the earlier to occur of his/her death or the Participant's death.
10. **Death of Alternate Payee:** If the Alternate Payee predeceases the Participant, the Alternate Payee's portion of the Participant's benefits shall revert to the Participant.
11. **Death of the Participant:** If the Participant predeceases the Alternate Payee, this Order shall cease and become null and void. In such an event, the Alternate Payee will receive whatever survivor benefits he/she may be entitled to under the terms of the Plan, if any.
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 QDRO continue to qualify as a QDRO under Section 414(p) of the Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
14. **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 QDRO.
15. **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.

16. **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:

ENTERED: _____