{% if document == “California” %}{{ filing\_party.name | upper }}

{{ filing\_party.address }}

{% if role1== ‘Attorney for Petitioner’ or role1 == ‘Attorney for Respondent’ or role1 == ‘Other’ %}**Bar Number:** {{ bar\_number }}

{% endif %}{{ filing\_party.email }}

**Phone:** ({{ phone\_number\_part(filing\_party.phone, 0) }}) {{ phone\_number\_part(filing\_party.phone, 1) }}-{{ phone\_number\_part(filing\_party.phone, 2) }}

{% if role == "Petitioner/Plaintiff" or role == "Respondent/Defendant" %}In Pro Per {% elif role1 == “Other” %}*{{ other }}*{% else %}{{ role1 }} {% endif %}{# *In Pro Per, Attorney for Petitioner, Attorney for Respondent, Limited Scope QDRO Attorney, EC 730 Neutral QDRO Expert #}*

{% if role== ‘Attorney for Petitioner’ or role == ‘Attorney for Respondent’ or role == ‘Other’ %} **SUPERIOR COURT OF THE STATE OF CALIFORNIA{% endif %}**

{% if not (role== ‘Attorney for Petitioner’ or role == ‘Attorney for Respondent’ or role == ‘Other’) %} **SUPERIOR COURT OF THE STATE OF CALIFORNIA{% endif %}**

{%- if document == “California” %} **COUNTY OF {{ county** | upper }} **– {{ court** | upper }}{% endif %}

|  |  |
| --- | --- |
| IN RE MARRIAGE OF  {{ petitioner.name | upper }},  Petitioner,  vs.  {{ respondent.name | upper }},  Respondent | Case No.: {{ case\_number | upper }}  {# {{ document\_title | upper }} #}Qualified Domestic Relations Order RE: {% if add\_other\_plan == false %}{{ plan\_name | upper }}{% else %}{{ other\_plan | upper }}{% endif %} |

{% endif %}{% if not document == “California” %}{{ petitioner.name | title\_case }}

{{ participant.address }}

**{{ court** }}

**{{ county | upper }} COUNTY COURT, {{ document }}**

In Re the Marriage of:

|  |  |  |
| --- | --- | --- |
| {{ petitioner.name | upper }},  Petitioner,  and  {{ respondent.name | upper }},  Respondent | **)**  **)**  **)**  **)**  **)**  **)**  **)**  **)** | Case No.: {{ case\_number }}  QUALIFIED DOMESTIC RELATIONS ORDER |

{% endif %}

{% macro getDate(startingDate , endDate) %}{{ format\_date(startingDate, format='MM/dd/yyyy') }} to {{ format\_date(endDate, format='MM/dd/yyyy') }}{% endmacro %}{% macro getAmount(amountType, amountVal) %}{% if amountType == “percent” %}{{ nice\_number(amountVal, use\_word=True) | upper }} Percent ({{ nice\_number(amountVal, use\_word=False) }}%){% elif amountType == “dollar” %}{{ nice\_number(amountVal, use\_word=True) | upper }} Dollars (${{ nice\_number(amountVal, use\_word=False) }}){%endif %}{% endmacro %} **IT IS HEREBY ORDERED AS FOLLOWS:**

1. **Effect of This Order as a Qualified Domestic Relations Order:** This Order establishes and recognizes an 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 (the “Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”). It is intended to act as a Qualified Domestic Relations Order ("QDRO") under ERISA and Code Section 414(p).
2. **Participant Information:** The Participant in the plan has the following name, last known address, social security number, and birthdate:

Name: {% if who\_is\_participant == ‘Petitioner-Plaintiff’ %}{{ petitioner.name }}{% else %}{{ respondent.name }}{% endif %}

Address: {{ participant.address.on\_one\_line() }}

Social Security Number: *PROVIDED TO PLAN VIA ADDENDUM*

Birth Date: *PROVIDED TO PLAN VIA ADDENDUM*

1. **Alternate Payee Information:** The Alternate Payee, who is the former spouse of the participant, has the following last known address, social security number, and birthdate:

Name: {% if who\_is\_participant == ‘Petitioner-Plaintiff’ %}{{ respondent.name }}{% else %}{{ petitioner.name }}{% endif %}

Address: {{ alternate\_payee.address.on\_one\_line() }}

Social Security Number: *PROVIDED TO PLAN VIA ADDENDUM*

Birth Date: *PROVIDED TO PLAN VIA ADDENDUM*

The Alternate Payee shall notify the Plan Administrator in writing of any changes to the Alternate Payee's mailing address following the entry of this Order.

1. **Plan Name:** This Order applies to the {{ plan\_name | title\_case }} Plan (the "Plan"). This Order also applies to any successor plan to the Plan or other plans that are liable for providing the Participant's benefits. This Order further applies to the Participant's benefits accrued under a predecessor plan of the employer or any other defined benefit plan sponsored by the company, where obligation for such benefits has been transferred to the Plan. Changes in Plan Administrator, Plan Sponsor, or Plan name will not impact Alternate Payee's rights under this Order.

To the extent the name of the Plan differs from the name cited in the Judgment it may be attributed to a merger, acquisition, or name change of the entity offering the plan; incorrect nomenclature used in the Judgment; or, a missed retirement account asset omitted in the Judgment.

1. **State Domestic Relations Law:** This Order is being made in accordance with the authority provided by the State of {{ document }}'s applicable domestic relations statutes.
2. **Marital Property Rights:** The purpose of this Order is to grant the Alternate Payee rights to marital property and/or spousal support as a result of the Order of Divorce between Participant and Alternate Payee.
3. **Amount of Alternate Payee's Benefit: {% if Pension1 == “Retired” %}{% if Payment\_type == “**Coverture (Time Rule)**” %}**

**Coverture Formula (Survivor Benefits Based on Participant's Election at Retirement)**

This Order assigns to the Alternate Payee an amount equal to Fifty Percent (50%) of the Marital Portion of the Participant's gross monthly pension benefits (including any early retirement subsidy, temporary or supplemental benefits), starting as soon as it is administratively possible. The Marital Portion is calculated by multiplying the monthly gross pension benefits by a fraction (less than or equal to 1), where the numerator is the number of months of the Participant's credited service in the Plan earned during the marriage from {{ getDate(date\_of\_marriage, assignment\_date) }} and the denominator is the total number of months of the Participant's credited service in the Plan as of Participant’s benefit commencement date.

*COLA*: When calculating the Alternate Payee's share of the benefits, the Plan Administrator must include any post-retirement COLA increases that were made to the Participant's benefits from the Participant's initial benefit commencement date to the Alternate Payee's benefit commencement date. The Alternate Payee also shall receive a pro rata share of cost-of-living adjustments made to the Participant's benefits after the Alternate Payee's benefit start date.

*Segregation of Participant's Benefits*: In addition, the Plan Administrator is ordered to put on hold (and account for separately) the portion of the Participant's benefits that will be paid to the Alternate Payee in accordance with Section 414(p)(7) of the Internal Revenue Code (the "Code"). Should this Order (or, if necessary, an amended Order) be found to be a Qualified Domestic Relations Order within the 18-month period set by the Code, the amounts set aside will be paid to the Alternate Payee. {% elif Payment\_type == “Frozen Coverture” %}From the gross monthly pension benefits that the Participant accrued up until the assignment date, {{ format\_date(assignment\_date, format= “long”) }}, this Order assigns to the Alternate Payee an amount equal to Fifty Percent (50%) of the Marital Portion of such accrued monthly pension benefits (including any early retirement subsidy, temporary or supplemental benefits), commencing as soon as administratively feasible. The Marital Portion shall be determined by multiplying such accrued monthly pension benefits by a fraction, the numerator of which is the number of months of the Participant’s credited service in the Plan earned during the marriage from {{ getDate(date\_of\_marriage, assignment\_date) }}, and the denominator of which is the total number of months of the Participant’s credited service in the Plan as of the assignment date.{% endif %}**{% elif Pension == “Separate” %}{% if Payment\_type == “**Coverture (Time Rule)**” %}{# COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS**

**Separate Interest, Coverture-Based QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**This Order is intended to award the Alternate Payee a separate interest in the Participant's vested accrued benefit.

The Alternate Payee's interest in the Plan will be determined by the following formula: A marital fraction (not greater than one) multiplied by 50% and then multiplied by the Participant's vested accrued benefit as of the earlier of the Alternate Payee's benefit commencement date or the date of the Participant's benefit commencement date. The marital fraction is defined as follows: A fraction, the numerator of which is the number of months of the Participant's credited service in the Plan during the marriage up to and including the assignment date from {{ getDate(date\_of\_marriage, assignment\_date) }} , and the denominator of which is the total number of months of the Participant's credited service in the Plan up to and including the earlier of the Alternate Payee's commencement of benefit or the Participant's benefit commencement date. {% elif Payment\_type == “Frozen Coverture” %}From the gross monthly pension benefits that the Participant accrued up until the assignment date, {{ format\_date(assignment\_date, format= “long”) }}, this Order assigns to the Alternate Payee an amount equal to Fifty Percent (50%) of the Marital Portion of such accrued monthly pension benefits (including any early retirement subsidy, temporary or supplemental benefits), commencing as soon as administratively feasible. The Marital Portion shall be determined by multiplying such accrued monthly pension benefits by a fraction, the numerator of which is the number of months of the Participant’s credited service in the Plan earned during the marriage from {{ getDate(date\_of\_marriage, assignment\_date) }}, and the denominator of which is the total number of months of the Participant’s credited service in the Plan as of the assignment date.{% endif %}**{% elif Pension == “Shared” %}{% if Payment\_type == “**Coverture (Time Rule)**” %}{# COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS  
Shared Payment, Coverture-Based QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**This Order is intended to award the Alternate Payee a shared interest in the Participant's Accrued Benefit.

The Alternate Payee’s interest in the plan is equal to FIFTY PERCENT (50%) of the Marital Portion of the Participant's Accrued Benefit under the Plan as of the Participant's benefit commencement date. In order to calculate the Marital Portion, the Participant's Accrued Benefit will be multiplied by a fraction (less than or equal to 1.0) where the numerator is the number of months of the Participant's credited service in the Plan earned during the marriage from {{ getDate(date\_of\_marriage, assignment\_date) }} and the denominator is the total number of months of the Participant's credited service in the Plan as of Participant’s benefit commencement date.

The Alternate Payee's right to a share of the Participant's benefits as called for under this section shall be terminated as of the date of such Participant's death if the Alternate Payee becomes entitled to a Qualified Pre-Retirement Survivor Annuity under Section 11 of this Order or a Qualified (Post-Retirement) Joint and Survivor Annuity under Section 12. {% elif Payment\_type == “Frozen Coverture” %}From the gross monthly pension benefits that the Participant accrued up until the assignment date, {{ format\_date(assignment\_date, format= “long”) }}, this Order assigns to the Alternate Payee an amount equal to Fifty Percent (50%) of the Marital Portion of such accrued monthly pension benefits (including any early retirement subsidy, temporary or supplemental benefits), commencing as soon as administratively feasible. The Marital Portion shall be determined by multiplying such accrued monthly pension benefits by a fraction, the numerator of which is the number of months of the Participant’s credited service in the Plan earned during the marriage from {{ getDate(date\_of\_marriage, assignment\_date) }}, and the denominator of which is the total number of months of the Participant’s credited service in the Plan as of the assignment date.{% endif %}**{% endif %}{% if Pension1 == “Retired” %}{% if Payment\_type == “Fixed Monthly Dollar Amount” %}**

**Fixed-Dollar Award (Survivor Benefits Based on Participant's Election at Retirement)**

This Order assigns to Alternate Payee, beginning as soon as administratively feasible, an amount equal to {{ getAmount(“dollar”, dollar) }} of the gross monthly pension benefits otherwise payable to the Participant.

The Alternate Payee also shall receive a pro rata share of cost-of-living adjustments made to the Participant's benefits after the Alternate Payee's benefit start date.

*Segregation of Participant's Benefits: In addition, the Plan Administrator is ordered to put on hold (and account for separately) the portion of the Participant's benefits that will be paid to the Alternate Payee in accordance with Section 414(p)(7) of the Internal Revenue Code (the "Code"). Should this Order (or, if necessary, an amended Order) be found to be a Qualified Domestic Relations Order within the 18-month period set by the Code, the amounts set aside will be paid to the Alternate Payee***{% elif Payment\_type == “Fixed Percentage” %}{# FIXED PERCENTAGE #}**This Order assigns to Alternate Payee, beginning as soon as administratively feasible, an amount equal to {{ getAmount(“percent”, percentage) }} of Participant’s gross monthly pension benefits (including any temporary, supplemental, or subsidized benefits).

*COLA: When calculating the Alternate Payee's share of the benefits, the Plan Administrator must include any post-retirement COLA increases that were made to the Participant's benefits from the Participant's initial benefit commencement date to the Alternate Payee's benefit commencement date. The Alternate Payee also shall receive a pro rata share of cost-of-living adjustments made to the Participant's benefits after the Alternate Payee's benefit start date.*

*Segregation of Participant's Benefits: In addition, the Plan Administrator is ordered to put on hold (and account for separately) the portion of the Participant's benefits that will be paid to the Alternate Payee in accordance with Section 414(p)(7) of the Internal Revenue Code (the "Code"). Should this Order (or, if necessary, an amended Order) be found to be a Qualified Domestic Relations Order within the 18-month period set by the Code, the amounts set aside will be paid to the Alternate Payee.***{% endif %}{% elif Pension == “Separate” %}{% if Payment\_type == “Fixed Percentage” %}{# FIXED-PERCENTAGE QDRO FOR DEFINED BENEFIT PENSION PLANS  
Separate Interest, Fixed-Percentage QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**This Order assigns to Alternate Payee{% if who\_is\_participant == ‘Petitioner-Plaintiff’ %}{{ respondent.name }}{% else %}{{ petitioner.name }}{% endif %}{{ getAmount(“percent”, percentage) }} of the Participant's Accrued Benefit under the Plan as of {{ format\_date(assignment\_date, format= “long”) }}{# ("Assignment Date") #}. This amount may then be modified as necessary to adapt it to the alternate payee's life expectancy, start date, and preferred method of payment. If the Participant retires before the Plan's normal retirement age and receives an early retirement subsidy, the assigned portion to the Alternate Payee will be calculated using the same early commencement reduction factors that are applied to the Participant's monthly benefits under the Plan. It is understood that the monthly amount the Alternate Payee receives may vary from the amount stated above due to the aforementioned benefit adjustments.**{% elif Payment\_type == “Fixed Monthly Dollar Amount” %}{# FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS Separate Interest, Fixed-Dollar QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**The Alternate Payee’s interest in the Plan is an amount equal to {{ getAmount(“dollar”, dollar) }} per month of the Participant's *normal retirement accrued benefit* determined as of the earlier of the Alternate Payee's benefit commencement date or the date of the Participant's benefit commencement date. This amount may then be modified as necessary to adapt it to the alternate payee's life expectancy, start date, and preferred method of payment. If the Participant retires before the Plan's normal retirement age and receives an early retirement subsidy, the assigned portion to the Alternate Payee will be calculated using the same early commencement reduction factors that are applied to the Participant's monthly benefits under the Plan. It is understood that the monthly amount the Alternate Payee receives may vary from the amount stated above due to the aforementioned benefit adjustments.

If the Alternate Payee receives a Qualified Pre-Retirement Survivor Annuity pursuant to this Order, then the Alternate Payee's right to a share of the Participant's benefits as called for under this section shall terminate as of the date of such Participant's death, and such pre-retirement survivor annuity shall become payable to the Alternate Payee in lieu of any other benefits to which the Alternate Payee would be entitled under the terms of this Order.**{% endif %}{% elif Pension == “Shared” %}{% if Payment\_type == “Fixed Percentage” %}{# FIXED-PERCENTAGE QDRO FOR DEFINED BENEFIT PENSION PLANSShared Payment, Fixed-Percentage QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**This Order assigns the Alternate Payee an amount equal to {{ getAmount(“percent”, percentage) }} of the Participant's Accrued Benefit under the Plan as of {{ format\_date(assignment\_date, format= “long”) }}{# ("Assignment Date") #}. This amount may be adjusted by any early commencement reduction factors listed here.

The Alternate Payee's right to a share of the Participant's benefits as called for under this section shall be terminated as of the date of such Participant's death if the Alternate Payee becomes entitled to a Qualified Pre-Retirement Survivor Annuity under Section 11 of this Order or a Qualified (Post-Retirement) Joint and Survivor Annuity under Section 12.{**% elif Payment\_type == “Fixed Monthly Dollar Amount” %}{# FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS Shared Payment, Fixed-Dollar QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) #}**The Alternate Payee’s interest in the Plan is an amount equal to {{ getAmount(“dollar”, dollar) }} per month of the Participant's *normal retirement accrued benefit* determined as of the Participant’s benefit commencement. If the Participant retires before the Plan's normal retirement age and receives an early retirement subsidy, the assigned portion to the Alternate Payee will be calculated using the same early commencement reduction factors that are applied to the Participant's monthly benefits under the Plan. It is understood that the monthly amount the Alternate Payee receives may vary from the amount stated above due to the aforementioned benefit adjustments.

The Alternate Payee's right to a share of the Participant's benefits as called for under this section shall be terminated as of the date of such Participant's death if the Alternate Payee becomes entitled to a Qualified Pre-Retirement Survivor Annuity under Section 11 of this Order or a Qualified (Post-Retirement) Joint and Survivor Annuity under Section 12. **{% endif %}{% endif %}{% if Pension1 == “Retired” %}**

1. **Form of Payment to Alternate Payee:** The Alternate Payee shall continue to receive the assigned benefits, as called for under Section 7 above, until the earlier to occur of the Alternate Payee’s death or the Participant’s death. Should the Participant predecease the Alternate Payee, then the amounts payable to the Alternate Payee under Section 7 shall cease, and such Alternate Payee shall then be eligible to receive a post-retirement surviving spouse annuity, if any, in accordance with Section 9 below.
2. **Treatment of Alternate Payee as Surviving Spouse for Purposes of a Qualified Joint and Survivor Annuity as Such Term Is Defined in**Section 417 of the Code **:** In the event that the Participant predeceases the Alternate Payee, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly post-retirement survivor annuity, in accordance with the Participant’s election at retirement.   
   For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as enumerated inSections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan.**{% elif Pension == “Separate” or Pension == “Shared” %}{# COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS**  **FIXED-PERCENTAGE QDRO FOR DEFINED BENEFIT PENSION PLANS #}{% if Payment\_type == “Fixed Percentage” or Payment\_type == “**Coverture (Time Rule)**” %}**
3. **Early Retirement Subsidy and Supplements**

**Early Retirement Subsidy:** Any Early Retirement Subsidy payable to the Participant SHALL be divided pro rata between the Participant and the Alternate Payee. This pro rata share will be determined using the formula specified for the Alternate Payee under Section 7.{% if **Pension == “Separate” %}**

If the Alternate Payee has already started receiving benefits on an unsubsidized basis as of the Participant's date of early retirement, then the amounts payable to the Alternate Payee will be recalculated and increased according to the Plan Administrator's actuarial practices to give the Alternate Payee a pro rata share of the early retirement subsidy.{% endif %}

**Early Retirement Supplements:** *This clause applies only if the Plan provides for such payments to eligible retirees.* Any early retirement supplements, interim supplements, or temporary benefits due to the Participant SHALL be divided with to the Alternate Payee on a pro rata basis. This pro rata share will be determined using the formula specified for the Alternate Payee under Section 7.**{% elif Payment\_type == “**Fixed Monthly Dollar Amount**” %}{# FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS #}**

1. **Early Retirement Subsidy and Supplements**

**Early Retirement Subsidy:** The Alternate Payee is not entitled to any share of an early retirement subsidy, if any are paid to Participant.

**Early Retirement Supplements:** The Alternate Payee is not entitled to any share of an early retirement supplement, if any are paid to Participant. **{% endif %}**

1. **Cost-of-Living Adjustments (“COLA”):** *This clause applies only if the Plan provides for periodic COLA increases to retirees.* Any post-retirement cost of living adjustments due to the Participant SHALL be divided pro rata between the Participant and the Alternate Payee. Such pro-rata share shall be based on the amounts set forth for the Alternate Payee under Section 7.
2. **Benefit Commencement and Form of Payment to Alternate Payee: {% if Pension == “Separate” %}**The Alternate Payee may choose to start receiving benefits from the Plan at any time on or after the date the Participant reaches the "earliest retirement age," as defined by the Plan and Section 414(p) of the Internal Revenue Code, or as soon as the terms and conditions of the Plan allow. In addition, if the Participant is entitled to begin receiving benefits at an earlier date due to a disability retirement, the Alternate Payee shall also be entitled to begin receiving benefits at such earlier date. Despite the foregoing, the Alternate Payee shall begin receiving benefits no later than the Participant's actual date of benefit commencement.

To receive the assigned benefits, the Alternate Payee may choose any of the distribution options available under the Plan, with the exception of a Qualified Joint & Survivor Annuity with a subsequent spouse as beneficiary. Both the Participant and the Alternate Payee agree to cooperate with the Plan Administrator by executing all forms, letters, applications, and other documents required to pay benefits to the Alternate Payee in the manner described herein.**{% elif Pension == “Shared” %}**The Alternate Payee shall begin receiving benefits under the Plan on the same date that the Participant begins receiving benefits under the Plan. The Alternate Payee's share of benefits shall continue to be paid out in accordance with Section 7 for as long as the Participant is alive and receiving benefits. Both the Participant and the Alternate Payee agree to cooperate with the Plan Administrator by executing all forms, letters, applications, and other documents required to pay benefits to the Alternate Payee in the manner described herein.**{% endif %}**

**{% if Pension == “Separate” %}Separate Interest Approach: This QDRO makes use of the Separate Interest approach, whereby the Alternate Payee's assigned share of the benefits is "actuarially adjusted" to reflect the Alternate Payee's expected lifespan.** The Alternate Payee's portion of the benefits should be adjusted actuarially as needed to bring them into line with the Alternate Payee's lifetime. If the Participant passes away after the Alternate Payee's benefit start date, the Alternate Payee's right to continued benefits under the Separate Interest method will not be affected.**{% elif Pension == “Shared” %} Shared Payment Approach: Under the shared payment method, the Participant's expected lifespan will determine the benefit paid to the Alternate Payee.** At the Participant's death, the Alternate Payee's right to receive the benefits assigned to them under Section 7 shall automatically terminate. If the Alternate Payee survives the Participant, the Alternate Payee will be entitled to a "Qualified Preretirement Survivor Annuity" as defined in Section 11 or a "Qualified (Post-Retirement) Joint and Survivor Annuity" as defined in Section 12, respectively.**{% endif %}{% if Pension == “Separate” %}**

**For Plan Administrators Who Do Not Require a Qualified Pre-Retirement Survivor Annuity ("QPSA") to Guarantee an Alternate Payee's Benefits in the Event of a Participant's Death Prior to Benefit Commencement:** Some Plan Administrators take a "Severed Interest" approach to handling separate interest QDROs, meaning if the Participant dies before or after the date the Alternate Payee's benefits begin, the Alternate Payee's Severed Interest will remain in full force and effect and will not be affected.

The terms and provisions of Section 11 shall be disregarded in their entirety by the Plan Administrator if the Plan Administrator elects to use the Severed Interest approach and does not require the inclusion of QPSA language to secure the benefits payable to the Alternate Payee upon the death of the Participant. This paragraph is necessary to prevent the Plan Administrator from "doubling up" on benefits for the Alternate Payee by making a lifetime assignment under Section 7 and a QPSA under Section 11. The Court only intends to give effect to Section 11 of the QPSA if the benefits that were given to the Alternate Payee under Section 7 would end in the event of Participant’s death before the Alternate Payee started benefits.**{# COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS**  **FIXED-PERCENTAGE QDRO FOR DEFINED BENEFIT PENSION PLANS #}{% if Payment\_type == “Fixed Percentage” or Payment\_type == “**Coverture (Time Rule)**” %}**

**Early Commencement Reductions:** If the Alternate Payee begins receiving benefits before the Participant's Normal Retirement Date, then the benefits due to the Alternate Payee shall be subject to any early commencement reduction required by the Plan.**{% endif %}{% if Payment\_type == “Fixed Monthly Dollar Amount” %}{# FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS *[*Early Commencement Reductions is *omitted]* #}{% endif %}{% endif %} {#Separate#}**

1. **Death of Participant “Before” Benefit Commencement Date:** If the Participant dies before the Alternate Payee, and neither the Participant nor the Alternate Payee has started their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for the purpose of establishing the Alternate Payee's right to receive this monthly qualified pre-retirement survivor annuity, but only to the extent of the Alternate Payee’s *assigned interest as set forth under Section 7.*

**Participant Must Maintain Qualified Pre-Retirement Survivor Annuity Coverage:** The Participant must make a timely and proper election for such qualified pre-retirement survivor annuity benefit coverage in accordance with the Employer's election procedures if the Employer does not fully subsidize the costs associated with providing such benefit. The Participant shall not be permitted to opt out of this QPSA coverage.**{% if Pension == “Separate” %}**

**QPSA Requirement Only Applicable for Traditional Separate Interest QDROs:** This Section only applies to Plan Administrators who need QPSA to protect the Alternate Payee's assigned share of the benefits in case the Participant dies before the Alternate Payee starts receiving benefits. If the Plan Administrator uses the "Severed Interest" approach, where the benefits awarded to the Alternate Payee under Section 7 remain in full force and effect and are unaffected by the Participant's death, then this Order shall be administered as if this Section 11 was never included in this Order.**{% endif %}**

1. **Death of Participant “After”{% if Pension == “Separate” %}Alternate Payee's Benefit Commencement Date:** The Alternate Payee's benefits under this Order shall be actuarially adjusted to reflect the Alternate Payee's own life expectancy. Accordingly, the death of the Participant will not affect the Alternate Payee's right to continued benefits once the Alternate Payee has begun receiving them. **{% elif Pension == “Shared” %} Retirement:** In calculating the Alternate Payee's portion of a Qualified (Post-Retirement) Joint and Survivor Annuity, the Alternate Payee will be treated as a “surviving spouse,” as defined in Section 417 of the Code. If the Participant predeceases the Alternate Payee after their benefit commencement date, the Alternate Payee will be designated as the Participant's surviving spouse for purposes of establishing the Alternate Payee's entitlement to a monthly post-retirement survivor annuity. The Alternate Payee and Participant have met the one-year marriage requirement as required in Sections 401(a)(11) and 417(d) of the Code and as may be required by the Plan.

The Alternate Payee will be treated as the Participant's surviving spouse for any post-retirement survivor annuity benefits that become payable under the Plan. As a result, upon retirement, the Participant must elect benefits in the form of a qualified joint and survivor annuity, naming the Alternate Payee as the surviving spouse beneficiary, at least to the extent of the Alternate Payee's assigned interest as described in Section 7 above.**{% endif %}{% endif %}{# Retired #}{% if Pension1 == “Retired” or Pension == “Shared” %}**

1. **Death of Alternate Payee:** If the Alternate Payee dies before the Participant, then the Alternate Payee’s assigned interest shall revert to the Participant in accordance with the terms of the Plan.**{% else %}**
2. **Death of Alternate Payee:** If the Alternate Payee dies before the Participant, and before the Alternate Payee starts receiving benefits, the Alternate Payee's share of the Participant's benefits will be paid to the Alternate Payee's designated beneficiary (or estate), but only to the extent allowed by the Plan.If the Plan doesn't allow the Alternate Payee to name a beneficiary (or estate) for this purpose, then the Alternate Payee's assigned share of the benefits will revert to the Participant. If the Alternate Payee dies after the benefit commencement date, but before the Participant, any vested benefits that are still owed to the Alternate Payee will be paid in the form of benefit selected by the Alternate Payee.**{% endif %} {#”Retired” or Pension == “Shared”#}**
3. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
   1. to provide any type or form of benefit option not otherwise provided in accordance with the terms of the Plan;
   2. to require the Plan to offer enhanced benefits based on actuarial value; or
   3. to require the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under a previous QDRO; or
   4. to make benefit payments to the Alternate Payee for any period of time prior to its receipt of this Order; or
   5. to modify a joint life annuity beneficiary or benefit form if the participant is already receiving a benefit.**{% if Pension == “Separate” or Pension == “Shared” %}**
4. **Certification of Necessary Information:** All payments made in accordance with this Order are subject to the Alternate Payee and the Participant providing the Plan with any necessary information that the Plan may reasonably require from such parties.**{% endif %}**
5. **Tax Treatment of Distributions Made Under This Order:** Any Alternate Payee who is the Participant's spouse or former spouse shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order and shall be required to pay the appropriate federal, state, or local income taxes on such distribution.
6. **Inadvertent Payment(s):** If the Plan Trustee accidentally pays the Participant benefits assigned to the Alternate Payee under this Order, the Participant shall immediately return such payments to the Plan Administrator. The Participant shall hold such inadvertent payments in "constructive trust" for the Alternate Payee until they are returned to the Plan Administrator. The Plan Administrator may issue an amended Form 1099 to the Participant after receiving the repayment to avoid income taxes on the Alternate Payee's share of the benefits. In lieu of requiring the Participant to return the inadvertent payments, the Plan Administrator may, at their sole discretion, recover such payments prospectively by temporarily reducing the Participant's monthly pension benefits until a full recovery is made.

Similarly, if the Plan Trustee accidentally pays the Alternate Payee benefits assigned to the Participant under this Order, the Alternate Payee shall immediately return such payments to the Plan Administrator. The Alternate Payee shall hold such inadvertent payments in "constructive trust" for the Participant until they are returned to the Plan Administrator. The Plan Administrator may issue an amended Form 1099 to the Alternate Payee after receiving the repayment to avoid income taxes on the Participant's share of the benefits. In lieu of requiring the Alternate Payee to return the inadvertent payments, the Plan Administrator may, at their sole discretion, recover such payments prospectively by temporarily reducing the Alternate Payee's monthly pension benefits until a full recovery is made.**{% if Pension == “Separate” or Pension == “Shared” %}**

1. **Vesting Status of Participant:** Irrespective of the allocation of a share of the Plan to the Alternate Payee under the terms of this Order, if the Participant quits "before" becoming vested in any Plan benefits, then the Alternate Payee will also be considered nonvested and will not be eligible for any Plan benefits. But if the Participant is later rehired and any of the Participant's prior service is reinstated for benefit accrual purposes, then the Alternate Payee's rights to a portion of the benefits as set forth in this Order shall also be reinstated, and the Plan Administrator shall carry out all of the terms and conditions of this Order.**{% endif %}**
2. **Actions by Participant and/or Participant’s Heirs or Assigns:** The Participant and/or Participant's heirs or assigns must not take any actions to circumvent this QDRO or reduce or eliminate the Alternate Payee's benefit entitlements. If the Participant and/or Participant's heirs or assigns take any such action or inaction to the detriment of the Alternate Payee, the Court may order them to make sufficient payments directly to the Alternate Payee to neutralize the effects of those actions or inactions and to the extent of their full entitlements set forth herein. This provision applies to situations where the Court believes the Participant and/or Participant's heirs or assigns intentionally reduced or diminished the Alternate Payee's benefit entitlements. The Court shall reserve jurisdiction to determine whether the Participant's and/or Participant's heirs' or assigns' actions or inactions were intended to undermine and diminish the Alternate Payee's benefit entitlements.
3. **Continued Jurisdiction:** The Court shall retain jurisdiction to establish and/or maintain this Order's QDRO status under ERISA and to carry out the parties' original intent as stipulated herein. If the Participant and/or Plan Administrator fail to comply with any or all of the provisions herein, the Court shall retain jurisdiction to enter further orders that are just, equitable, and necessary to enforce, secure, and sustain the Alternate Payee's benefits. Further orders may include, but are not limited to, nunc pro tunc orders or orders that "recharacterize" the benefits awarded under this Plan to apply to benefits earned by the Participant under another plan, or the issuance or modification of support orders, as necessary to carry out the intentions and terms of this Order.

The Court's reservation of jurisdiction shall be liberally construed to effect the provisions of this Order and resolve any disputes that may arise among the parties and/or between the parties and the Plan Administrator of the Plan regarding benefit payments or any other aspect of this Order.

If the Plan Administrator refuses to comply with the "recalculation" provision contained in this Order for the purpose of providing the Alternate Payee with a share of the early retirement subsidy upon the Participant's subsequent early retirement, the Court shall retain jurisdiction to recalculate and/or increase the Alternate Payee's share of the benefits.{% **if Pension1 == “Retired” %}**

The Court will also retain jurisdiction if the Participant retires under the "disability" provisions of the Plan and gets a disability pension that has a higher actuarial value than the regular accrued benefit (i.e., the pension has a better "disability component"), either because the pension started earlier than usual for early retirees or because the reduction rate was better than usual for early retirees. In this case, such a reservation of jurisdiction may be needed to figure out how much, when, and to what extent disability benefits are to be paid to the Alternate Payee if the Plan Administrator interprets the QDRO in a way that neither the parties nor the court intended.{% endif %}

1. **Effect of Plan Termination:** If the Plan is terminated, voluntarily or involuntarily, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), the Alternate Payee's benefits, as provided herein, shall also be guaranteed to the same extent in accordance with the termination rules of the Plan and in the same ratio as the Participant's benefits are guaranteed by the PBGC.**{% if Pension == “Separate” or Pension == “Shared” %}**
2. **Alternate Payee Responsible for Initiating Benefits:** Once the QDRO is approved, the alternate payee is solely responsible for requesting, completing, and submitting the appropriate benefit commencement election forms available from the plan administrator.**{% endif %}**
3. **Continued Cooperation of the Parties:** The Participant and Alternate Payee shall cooperate with each other and with the Plan Administrator and/or each party's legal counsel by providing the requesting party with any information, forms, statements, and documents necessary to carry out the intentions of this Order and establish and maintain the qualified status of the QDRO (or amended QDRO as applicable), including, without limitation, execution of limited authorization/release forms, plan contact information, benefit statements, election forms, summary plan descriptions (“SPDs”), any other pertinent information the parties might readily obtain.
4. **Return to Work:** Should the Participant return to the workforce following retirement and suffer a full or partial suspension of his monthly pension annuity, the Court intends for the Alternate Payee's allotted share of benefits as described in Section 7 to remain unaffected by such a suspension, but only to the extent permitted by the Plan's terms.If the Plan Administrator chooses to suspend the Alternate Payee's portion of the benefits, that portion will be reinstated (to the extent allowed by the Plan) upon the Participant's subsequent retirement. This includes the reinstatement of any early retirement subsidies and/or supplements that again become payable to the Participant.**{% if Pension == “Separate” or Pension == “Shared” %}**
5. **Participant to Provide Notice of Pending Commencement of Benefits:** In accordance with the provisions of Section 10 above, the Alternate Payee shall be required to begin benefits no later than the Participant's actual date of benefit commencement. As a result, the Participant must give the Alternate Payee written notice at least thirty (30) days before the Participant's pension begins. Such notice shall state the Participant's intent to begin receiving benefits under the Plan and the date on which the Participant will begin receiving benefits. The notification must be sent via a trackable method such as certified or priority mail. To that end, the Alternate Payee is obligated to keep the Participant apprised of any changes to the Alternate Payee's mailing address.**{% endif %}**
6. **Correcting, Suspending or Terminating Payments:** The Plan will retain any rights it may have under its terms to correct, suspend, or terminate payments to the Alternate Payee and/or Participant, provided that the affected party may contest such correction, suspension, or termination through any administrative remedies available under the Plan. Payments made by the Plan under the QDRO will not affect the Plan's legal right to seek recoupment or offset for overpayment.
7. **Plan Terms:** If there is any inconsistency between the terms of this Order and the terms of the Plan, the Plan terms will control.
8. **Acceptable Signatures:** Facsimile and electronic signatures shall be accepted in lieu of the originals, this stipulation can be signed in multiple identical counterparts, and each signature will be deemed an original, without all signatures having to appear on the same signature page.
9. **{% if Pension1 == “Retired” %}Alternate Payee Responsible for Initiating Benefits{% else %}Participant Prohibited From Affecting Portfolio{% endif %}:** **{% if Pension1 == “Retired” %}**Once the QDRO is approved, the alternate payee is solely responsible for requesting, completing, and submitting the appropriate benefit commencement election forms available from the plan administrator.**{% else %}** To the extent permitted by the Plan, the Participant shall be prohibited from borrowing against the plan or making any changes to the current Plan, prior to distribution and/or the establishment of new account(s) in the name of the Alternate Payee.**{% endif %}**{% if document == “California” %}

CONSENTED AS TO FORM AND CONTENT (SUBSTANCE):

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ petitioner.name | upper }}, Petitioner

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ respondent.name | upper }}, Respondent

IT IS SO ORDERED.

Dated:

JUDGE

{% endif %}

{% if not document == “California” %}**Consented to as to form and content (substance):**

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {{ petitioner.name | upper }}, Plaintiff |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {{ respondent.name | upper }}, Defendant |

**IT IS SO ORDERED.**

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

**JUDGE**

{% endif %}