

SUPERIOR COURT OF THE STATE OF [STATE]
IN AND FOR THE COUNTY OF [COUNTY]

IN RE THE MARRIAGE OF:

[PETITIONER'S NAME],

Petitioner,

v.

[RESPONDENT'S NAME],

Respondent.

NO. _____

QUALIFIED DOMESTIC
RELATIONS ORDER

WHEREAS, the Court has jurisdiction over all parties and over the subject matter in this dissolution action; and

WHEREAS, the parties to this Order and Court intend this Order to be a Qualified Domestic Relations Order (hereinafter referred to as "Order" or "QDRO") as that term is used in the Retirement Equity Act of 1984, as amended, and interpreted in accordance with that Act; and

WHEREAS, the parties have stipulated that the Court shall enter this order as an Addendum to the Decree of Dissolution of Marriage filed herein on *[date filed with court]*, NOW, THEREFORE,

IT IS HEREBY ORDERED by the Court as follows:

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RELATIONS ORDER – 1

1 **1. Definitions.** The following are the definitions used in this Order:

2 1.1 "Participant:" ***[Participant's Name]***
3 Address: ***[Address]***
4 Social Security Number: ***[000-00-0000]***
5 Date of Birth: ***[Month, Day, Year]***

6 1.2 "Alternate Payee:" ***[Alternate Payee's Name]***
7 Relationship to
8 Participant: ***[Relationship]***
9 Address: ***[Address]***
10 Social Security Number: ***[000-00-0000]***
11 Date of Birth: ***[Month, Day, Year]***

12 1.3 "Plan" Cement Masons and Plasterers Retirement
13 Plan

14 1.4 "Plan Administrator" Board of Trustees
15 Cement Masons and Plasterers Retirement
16 Plan

17 Address: P.O. Box 34203
18 Seattle, WA 98124

19 **2. Division of Marital Property.** This Order is entered into pursuant to
20 RCW 26.09.080 governing division of marital property (as that term is defined therein)
21 between spouses and former spouses in divorce actions. This Order hereby creates and
22 recognizes the existence of the Alternate Payee's rights to receive a portion of the
23 Participant's benefits under the Plan.

24 **3. Factual Basis for Order.** This Order is based on the following facts:

25 3.1 Participant is vested.

 3.2 Participant is *age* years of age.

 3.3 Participant at the time of entry of this Order is not receiving any payment
of benefits under the Plans.

1 3.4 The Plan is a defined benefit plan, but it includes an Individual Account
2 benefit.

3 **4. Payments to Alternate Payee—Defined Benefit Portion.**

4 4.1 Subject to the provisions in Section 4.3, below, for preretirement death
5 benefits, Alternate Payee is awarded [what %] of the Participant's defined benefit
6 portion of the accrued benefit in the Plan earned from [beginning date] to
7 [separation/divorce date]. Alternate Payee's benefit shall be calculated as of the
8 Alternate Payee's benefit commencement date. Alternate Payee is also entitled to any
9 increases on her share of the benefit. Alternate Payee [is/is not] entitled to share in
10 "thirteenth" benefit checks. The level of benefit payments shall be calculated as the
11 actuarial equivalent as defined by the Plan. Subject further to the provisions in Section
12 4.3, below, Alternate Payee's benefits shall be segregated into a separate account on
13 behalf of Alternate Payee and payable in the form of a single life benefit guaranteed for
14 36 months, based upon the lifetime of Alternate Payee (i.e., terminates upon the later of
15 Alternate Payee's death or a total of 36 monthly payments to Alternate Payee and
16 Alternate Payee's eligible beneficiary).

17 4.2 Subject to Section 4.3, below, Alternate Payee's benefits under Section
18 4.1 shall commence upon application by Alternate Payee at any time after Participant
19 reaches the earliest retirement age under the Plan as provided in Internal Revenue Code
20 Section 414(p)(4), but not later than the Participant's commencement of benefits (other
21 than on a Disability) and not later than the required beginning date under the Plan. In the
22 case of any payment before Participant has retired, Alternate Payee's benefits shall not
23 take into account the present value of any employer subsidy for early retirement;
24 however, if Participant later takes early retirement following commencement of
25 Alternate Payee's benefits and receives a subsidized early retirement benefit, the amount
payable to Alternate Payee shall be recalculated prospectively based upon the subsidized
reduction factors for early retirement, without affecting Participant's benefits.

 4.3 If Participant dies prior to commencement of Alternate Payee's benefits,
and Alternate Payee survives Participant, Alternate Payee shall not be entitled to receive
the benefits under Sections 4.1 and 4.2. Instead, Alternate Payee shall be Participant's
sole surviving spouse for the defined benefit portion of the pre-retirement death benefits
accrued from [beginning date] to [separation/divorce date]. If Participant dies prior to
commencement of Alternate Payee's benefits and Alternate Payee has not survived
Participant, preretirement death benefits shall be payable to Participant's designated

1 beneficiary. If Alternate Payee dies prior to commencement of her benefits, her benefits
2 shall revert to Participant for payment to Participant pursuant to the terms of the Plan.

3 4.4 In the event the Participant becomes disabled and is entitled to begin
4 receiving Disability Retirement Income from the Plan, such benefits are the separate
5 property of Participant and do not affect the disposition of benefits or commencement
6 date of Alternate Payee's benefits.

6 **5. Payments to Alternate Payee--Individual Account Benefit.**

7 5.1 Alternate Payee is awarded *[what percent]* of the Participant's Individual
8 Account benefit in the Plan accrued from *[beginning date]* to *[separation/divorce date]*.
9 The Alternate Payee's share of the Individual Account benefit shall be transferred
10 effective *[separation/divorce date]* to a separate account in the Plan solely in the name
11 of the Alternate Payee. Alternate Payee's account shall be valued separately from the
12 Participant's and be subject to allocation of earnings and expenses separately from the
13 Participant's.

12 5.2 Subject to Section 5.3, Alternate Payee's Individual Account benefits shall
13 commence at the same time as Alternate Payee's commencement of the defined benefit
14 portion of the Plan. Consistent with the terms of the Plan, Alternate Payee shall be
15 entitled to elect a form of retirement payment for her share of the Individual Account
16 benefits.

16 5.3 If Participant dies prior to commencement of Alternate Payee's benefits
17 and Alternate Payee survives Participant, Alternate Payee's share of the Individual
18 Account benefits shall be paid to Alternate Payee as a preretirement death benefit, with
19 Alternate Payee treated as Participant's surviving spouse for her share of the benefits. If
20 Alternate Payee dies prior to commencement of her benefits, her share shall revert to
21 Participant.

20 **6. Limitations on Order.** Nothing contained in this order shall be construed
21 to require the Plan:

22 6.1 To provide for any type or form of benefits, or any option, not otherwise
23 provided under the Plan at the time benefits commence to the Alternate Payee;

24 6.2 To provide increased benefits (determined on the basis of actuarial value)
25 not available to the Participant;

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2 6.3 To provide benefits to the Alternate Payee which are required to be paid to
3 another Alternate Payee under another order previously determined to be a QDRO; and

4 6.4 To provide the payment to the Alternate Payee of benefits forfeited by the
5 Participant.

6 7. **Action to Be Taken.** The Plan Administrator shall be provided with a
7 copy of the Order by the Alternate Payee or Participant. Pending determination of a
8 proposed order's status as a QDRO, the Plan Administrator shall separately account
9 within the Plan for the amount ("segregated amounts") which would have been payable
10 to the Alternate Payee (if this Order is established to be a QDRO) during the
11 determination period, as defined in Internal Revenue Code Section 414 (p) (7). No
12 segregation is necessary if benefits are not payable during the determination period. .

13 8. **Continuing Jurisdiction.** The Court retains jurisdiction over this matter
14 to amend this order to establish or maintain its status as a QDRO under the Retirement
15 Equity Act of 1984, as amended.

16 DONE IN OPEN COURT this _____ day of [month], [year].

17 _____
18 JUDGE/COURT COMMISSIONER

19 Presented by:

20 *[NAME OF ATTORNEY'S OFFICE]*

21 By _____

22 *[NAME OF ATTORNEY]*

23 WSBA No. *[00000]*

24 Attorney for Respondent

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RELATIONS ORDER – 5

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Copy Received, Approved for Entry,
Notice of Presentment Waived:

[NAME OF ATTORNEY'S OFFICE]

By _____
[NAME OF ATTORNEY]
WSBA No. *[00000]*
Attorney for Petitioner

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