

## **Executive Summary of QDRO Procedures**

*A Qualified Domestic Relations Order (“QDRO”) is a court order that allows a spouse, former spouse, child or other dependent (known as an “Alternate Payee”) to receive all or a portion of a Participant’s benefit due to a divorce, separation, or child support situation. For example, in a divorce situation the parties may wish to split the Participant’s benefit so that the former spouse receives half of the account balance as of the divorce date or possibly a specific dollar amount from the account. Under the law, the QDRO must contain specific information and must be approved by a court or authorized state agency and by the plan sponsor. A Domestic Relations Order (“Order”) cannot be considered “qualified” and enforceable until both of these entities have approved the Order. The below summary outlines the procedures the YMCA Retirement Fund (the “Fund”) follows with regards to a QDRO.*

If a Participant’s ex-spouse, or anyone working on their behalf, requests that the participant’s Fund account(s) be divided, the Fund will first determine whether or not the request qualifies as a QDRO. In order to qualify, the Fund must see documents that:

- show that the Alternate Payee has rights to the money (all or part of it)
- specifically name the Plans of the YMCA Retirement Fund
- are legal documents, made pursuant to a state domestic relations law
- include the Alternate Payee’s name, address, SSN, and those of the participant
- show how the account(s) shall be divided

In order to fulfill the request, the Fund must also ensure that the request is:

- for a type of benefit that the Fund offers
- for money that is not already set aside for another Alternate Payee

While the Fund is determining whether the request qualifies as a QDRO, the participant may not take a distribution or begin annuity payments.

### **If the request does not qualify as a QDRO**

The Fund will notify all parties involved, and inform them of the reason the request did not qualify. The money in question will be held for 18 months, in order to protect the rights of the parties. If within 18 months another request is received, the Fund will repeat the procedures above. If no other request is received, the participant will once again be able to take a distribution or begin annuity payments.

### **If the request qualifies as a QDRO**

After notifying all parties involved, the Fund will establish the separate account(s) in the Alternate Payee’s name. The new account(s) can be kept in the Plan (where it will have the possibility to earn interest credits, although no new contributions are allowed) or rolled over to another retirement plan. The Fund’s Customer Service Department will notify the Alternate Payee of options available under the Plan. If the Alternate Payee later decides to annuitize their account(s) under a Joint and Survivor annuity option, they cannot name a current spouse as a survivor.

*The Fund’s QDRO Procedures include sample Orders with instructions for completion. These samples offer provisions that conform to the requirements necessary for an Order to be considered qualified under the Internal Revenue code and ERISA with respect to the provisions of the Plans. Use of the appropriate sample may expedite the process of determining the qualified status of the Order and may help ensure that the provisions of the Order conform to the Plans’ rules.*

Customer Service 800-738-9622 ext. 8951

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION  
RETIREMENT FUND - RETIREMENT PLAN &  
TAX-DEFERRED SAVINGS PLAN**

**PROCEDURES TO DETERMINE THE QUALIFIED STATUS OF DOMESTIC  
RELATIONS ORDERS AND TO ADMINISTER DISTRIBUTIONS UNDER SUCH  
QUALIFIED DOMESTIC RELATIONS ORDER**

Effective July 1, 2009

**A. Introduction.**

The following Procedures are established in accordance with Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"), Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the requirements of the Young Men's Christian Association Retirement Fund-Retirement Plan and the Tax-Deferred Savings Plan<sup>1</sup> (each a "Plan" and collectively, the "Plans"). These Procedures are used to determine whether any judgment, decree, order or approved property settlement agreement, including a domestic relations order not entered with a court (an "Order"), received by the YMCA Retirement Fund (the "Plan Administrator") is a Qualified Domestic Relations Order ("QDRO") pursuant to the Code and ERISA.

**B. Action Upon Receipt of Written Notice that an Order is Being Sought.**

If the Plan Administrator receives written notification that (i) a QDRO is being sought, or (ii) a restraining order, injunction or other court order has been entered with respect to a Participant's retirement benefit, a hold will be placed on such Participant's relevant accounts for a reasonable period of time to permit the Participant and/or Alternate Payee to obtain an Order. The hold will prevent distributions, withdrawals and loans.

Upon written request, the Plan Administrator will provide to Participants and each individual who may be entitled to benefits under the Plan ("Prospective Alternate Payee") copies of these Procedures and the Plan's Summary Plan Description.

**C. Action Upon Receipt of Order.**

Upon receipt of an Order, the Plan Administrator will promptly send to the Participant, the Alternate Payee (i.e., spouse, former spouse, child or other dependent of the Participant who is recognized by an Order as having a right to receive all or a portion of the benefits payable under the Plan) or their designated representatives copies of the following items:

- (a) Notice that the Order was received by the Plan Administrator;
- (b) A copy of the QDRO procedures, and
- (c) Summary Plan Description.

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<sup>1</sup> The YRF Savings Plan is not subject to ERISA.

**D. Requirements for Qualified Status.**

If the Plan Administrator determines that the Order complies with each of the following requirements, then the Order will be deemed qualified and considered a QDRO:

- (a) the Order must create or recognize the existence of an Alternate Payee's right to, or assign to an Alternate Payee the right to receive all or a portion of the benefits payable to a Participant,
- (b) the Order must be made pursuant to a State domestic relations law (including community property law),
- (c) the Order must relate to the provision of child support, alimony payments, or marital property rights for a Participant's spouse, former spouse, child or other dependent,
- (d) the Order must clearly specify the:
  - . Participant's name, date of birth, Social Security No., Fund ID No. and mailing address;
  - . Alternate Payee's name, date of birth, Social Security No. and mailing address;
  - . Legal representative's name and mailing address for Participant and Alternate Payee;
  - . The specific name of the Plan to which the Order applies (The Young Men's Christian Association Retirement Fund-Retirement Plan or The Young Men's Christian Association Retirement Fund-Tax Deferred Savings Plan
  - . The dollar amount or percentage of the Participant's benefits to be paid to the Alternate Payee (or the manner such amount or percentage is to be determined)

**Please note that any special formulas may result in the assessment of fees upon the Participant and Alternate Payee** (*See Page #4*); and

  - . The number of payments or period to which the Order applies.
- (e) the Order cannot:
  - . require the Plan to provide any type or form of benefits, or any option, not otherwise provided under the Plan;
  - . require the Plan to provide increased benefits; and
  - . require the payment of benefits to an Alternate Payee which are required to be paid to a prior Alternate Payee under another Order previously determined to be a QDRO.
- (f) in accordance with the Plan, a domestic relations order will be deemed qualified even if it requires payment of benefits in the form of a lump sum distribution to an Alternate Payee, at any time prior to the Participant's separation from service or the Participant's "earliest retirement age" as defined in §414(p)(4)(B) of the Code;
  - . a domestic relations order will not be deemed qualified if it requires payment of benefits in the form of an annuity to an Alternate Payee prior to the Participant's attainment of age 55;
  - . benefit payments are computed as if the Participant retired on the date on which payments are to begin, and
  - . benefit/annuity payments are in a form, in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity to the Alternate Payee and his or her subsequent spouse.)
- (g) if the amount of the Alternate Payee's assigned benefit is \$5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a QDRO;
- (i) in making a determination that any Order is a QDRO (or would be a QDRO if entered with a court), the Plan Administrator may consult with a tax advisor or legal counsel.

**E. Additional Information.**

The Plan Administrator may require the Participant and Alternate Payee to provide any such additional information as would normally be required of the Participant prior to the payment of benefits from the Plan.

**F. Determination Process.**

Within a reasonable period after receipt of the Order, the Plan Administrator will:

- . determine whether the Order is a QDRO (or would be a QDRO if entered with a court);
- . notify the Participant, Alternate Payee covered by the Order, and their designated representatives of the determination.

During the determination period concerning whether an Order is a QDRO (or would be a QDRO, if entered with a court), the Plan Administrator will separately account for the amounts that would have been payable to the Alternate Payee during the determination period, if the Order has been determined to be a QDRO.

Unless otherwise provided by an Order, the following rules apply in connection with the Plan Administrator's interpretation of a QDRO:

1. If a QDRO provides that the Alternate Payee's share of the Participant's benefit is a portion of the stream of payments to be paid to the Participant and the Alternate Payee dies before the Participant, the Alternate Payee's share will terminate and revert to the Participant.
2. If a QDRO provides that the Alternate Payee's share of the Participant's account is a separate interest, in the event that the Alternate Payee dies before commencement of benefits, the Alternate Payee's share shall be paid to the Alternate Payee's beneficiary or estate, in accordance with the terms of the Plan.
3. The Alternate Payee will not be deemed the spouse of the Participant for any purpose under the Plan.

The Plan Administrator will not distribute the Participant's benefits from the Plan while the status of the Order is being determined. However, an annuitant will continue to receive payments under the Plan reduced by the amounts that are being separately accounted for.

In determining whether the Order is a QDRO (or would be a QDRO if entered with a court), the Plan Administrator shall contact the parties, via written correspondence, to provide the reasons why the Order is not a QDRO, and advise the Participant, Alternate Payee or their designated representatives to submit a revised Order.

Any period within which the parties must submit a revised Order, is considered to be a period during which the qualified status of the Order is being determined. The Plan Administrator may take appropriate steps (including filing suit in a court of competent jurisdiction) to resolve the question of whether the Order is a QDRO.

The Plan Administrator can only provide factual information concerning a participant's benefits and the terms of the Plan. Parties may not rely on the Plan Administrator for advice on the type of QDRO (or the form of payment) that is most appropriate for them. If any party is unsure with respect to the legal requirements for a QDRO or the benefits that he or she is entitled to receive under the Plan, then he or she should consult with his or her legal advisor, not the Plan Administrator.

**G. Action Upon Initial Determination.**

Upon a determination of the qualified status of the Order, the Plan Administrator will take the following actions:

- (a) If the Order has been entered with a court and if prior to or within the 18-month segregation period, beginning on the date on which the first payment would be required to be made under the Order, the Order is determined to be a QDRO, then the Plan Administrator will notify the Participant, the Alternate Payee or their designated representatives that the Order will be implemented and the account balance or annuity shall be divided pursuant to instructions contained within the QDRO;
- (b) If it is determined that the Order is not qualified, the Plan Administrator will notify the parties of the deficiencies of the Order. The notice of the determination will include the following information:
  - 1) the reasons why the Order is not a QDRO;
  - 2) references to the Plan(s) provisions on which the Plan Administrator's determination is based;
  - 3) a description of any additional material, information, or modifications necessary for the Order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

The parties will then have an opportunity to revise the Order to meet Plan requirements and resubmit within the 18-month segregation period.

The Plan Administrator will not make any distribution from the Participant's account during the 18-month segregation period to ensure the protection of the rights of both parties.

If a revised Order is received within the 18-month segregation period then the Plan Administrator will review it for a qualified status determination in accordance with the criteria and procedures set forth in Section D. Requirements for Qualified Status, Section F. Determination Process and Section G. Action Upon Initial Determination.

If a revised Order is not received within the 18-month segregation period then the Plan Administrator will return the Participant's account to an unrestricted status, and the segregated amounts will be paid to the Participant as if there had been no Order.

- (c) A determination that an Order is a QDRO will have only prospective application if it is made after the end of the 18-month segregation period beginning on the date on which the first payment would be required under the Order.

- (d) The Plan Administrator may supplement the Order with appropriate factual identifying information that is easily obtainable by the Plan Administrator and “conditionally” qualify the Order rather than rejecting the Order as not qualified. However, an Order will not be “conditionally” qualified if any item/issue in the Order is not clear or is missing.
- (e) Please note that the Plan Administrator must receive a court-executed Order containing either a) a court stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a file stamp and the signature of the judge (or other court official).

**Fees: Please note that if the Plan Administrator is required to review the Order more than twice a \$300 fee will be assessed against the Participant/Annuitant and the Alternate Payee. The parties will be notified of the \$300 and will be required to submit a \$300 check to the Plan Administrator within 30 days of receipt of the invoice. If after 30 days the Plan Administrator has not received a check for the amount due, the \$300 fee will be equally divided on a prorate basis to the Participant/Annuitant and Alternate Payee accounts.**

- (f) Alternate Payee Options. After the Plan Administrator implements the QDRO and establishes a separate account in the Alternate Payee’s name, he or she has the following options:
  1. Alternate Payee may let the account balance remain with the Plan whereby it will continue to receive interest credits. However the Alternate Payee cannot make any additional contributions to his or her account;
  2. Alternate Payee may rollover his or her account balance into their employer’s qualified retirement plan or an individual retirement income account; or
  3. Alternate Payee may receive a lump sum distribution of his or her account balance as soon as administratively practicable after the Order has been deemed a QDRO;
  4. Alternate Payee may receive a distribution in the form of an annuity so long as the Participant has attained age 55.

Prior to making any payments under the QDRO, the Plan Administrator may request that the Participant and the Alternate Payee furnish correct mailing addresses, an acknowledgement of the receipt of the notice of payment of benefits and any other document that the Plan Administrator, in its sole discretion, deems necessary.

#### **H. Subsequent Determinations.**

If a QDRO is amended by a subsequent Order, the Participant or the Alternate Payee must provide the Plan Administrator with certified copies of all amendments to the original QDRO.

The Plan Administrator will review the subsequent Order to ensure that it conforms to the criteria set forth in Section D. Requirements for Qualified Status.

The Plan Administrator’s review of the subsequent Order shall be made in accordance with the procedures set forth in Section F. Determination Process.

**I. Review of Determination.**

The Participant or Alternate Payee may request a review of the Plan Administrator's determination with respect to the qualified status of the Order in accordance with the Claims Review Procedures under the Plan. If either the Participant or Alternate Payee does not request a review of the determination of an Order's qualified status, then the Plan Administrator's determination of the status of the Order shall be final.

If an action was filed in a court of appropriate jurisdiction after the Plan's administrative procedures have been exhausted, the determination will become final when the case is disposed of by the highest court to which it is presented and the time for appeal has expired.

During any period in which the qualified status of a domestic relations order is in dispute (by the Plan Administrator, a court, or otherwise), the Plan Administrator will segregate and separately account for the amounts that would have been payable to the Alternate Payee had the Order been determined to be qualified. Such amounts may be segregated and separately accounted for in the Plan.

**J. Compliance with Legal Requirements.**

These procedures are designed to meet the requirements of §206(d) of ERISA and §414(p) of the Code and will be administered in a manner consistent with these requirements and any other applicable legal requirements.

**K. Amendments.**

The Plan Administrator reserves the right to amend any (or all) of the foregoing provisions, at its sole discretion, at any time. Any amendment to the QDRO Procedures will be made by the YRF Legal Department.

# QDRO SAMPLES

## **SAMPLE A – Retirement Plan QDRO**

(Use this document if you only want money from the Retirement Plan account)

## **SAMPLE B – Tax-Deferred Savings Plan QDRO**

(Use this document if you only want money from the Tax-Deferred Savings Plan account)

## **SAMPLE C – Retirement Plan & Savings Plan QDRO**

(Use this document if you want money from both plans)

## **SAMPLE D - Retiree/Annuitant QDRO**

(Use this document if you want money from the Retiree's monthly annuity payments)

**SAMPLE A**  
**Retirement Plan QDRO**  
**(Use this document if you only want money from the**  
**Retirement Plan)**

**THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.**

*{Insert Court Name & Address}*

In re Marriage of

Case No. *{Insert Number}*

Petitioner: *{Insert Name}*

DIVISION OF PENSION BENEFITS AND  
QUALIFIED DOMESTIC RELATIONS  
ORDER

and

Respondent: *{Insert Name}*

RE: YMCA RETIREMENT FUND  
RETIREMENT PLAN

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 money purchase plan, which is qualified under Section 401 of the Internal Revenue Code (the "Code"). This Order is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of *{Insert State Name}*.

**1. PLAN**

This Order applies to the Young Men's Christian Association Retirement Fund Retirement Plan (the "Plan"). Any successor to this Plan shall also be subject to the terms of this Order.

**2. PLAN ADMINISTRATOR**

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 140 Broadway, New York, New York, 10005-1197.

**3. PARTICIPANT**

The Participant's name, address, date of birth and Social Security No. are as follows:

Name: *{Insert Participant's Name}*

Address: *{Insert Participant's Address}*  
Date of Birth: *{Insert Participant's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Participant's Social Security No.}*  
Fund ID No. *{Insert Participant's Fund ID No.}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

#### **4. ALTERNATE PAYEE**

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name: *{Insert Alternate Payee's Name}*  
Address: *{Insert Alternate Payee's Address}*  
Date of Birth: *{Insert Alternate Payee's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Alternate Payee's Social Security No.}*  
Relationship to Participant: *{Insert Spouse, Former Spouse, Child or Other Dependent}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

#### **5. DEFINITIONS**

##### **Alternate Payee**

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

##### **Assignment Date**

The Assignment Date is the date on which the Participant's vested account balance will be valued in order to determine the Alternate Payee's designated portion.

##### **Liquidation Date**

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

## **Marriage Period**

The Marriage Period is measured from the date on which the Participant and Alternate Payee entered into a marital relationship that ended on the date of divorce and/or legal separation.

### **6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE**

The Order assigns to the Alternate Payee *{Insert \_\_\_\_% or \$\_\_\_\_\_dollar amount}* of the total amount in the Participant's vested account balance under the Plan as of *{Insert Assignment Date}* (the "Assignment Date") including all interest and earnings received during the Marriage Period which began on *{insert date of marriage}* and ended on *{insert date of divorce or legal separation}*.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the account balance after any outstanding loan balances and/or withdrawals have been deducted, the net account balance will be the assigned amount. Any outstanding Participant loan shall remain the liability of the Participant.

### **7. FORM OF PAYMENT**

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned Plan benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

If the amount of the Alternate Payee's assigned benefit is \$5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a Qualified Domestic Relations Order.

*{Please review Sections 6.1-6.6 and 10.4(f) of the Plan for Distribution Rules}*

## **8. COMMENCEMENT**

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his/her choice or receive a single lump sum payment as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

## **9. DEATH PROCEDURES**

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

## **10. RETENTION OF JURISDICTION**

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

## **11. LIMITATIONS**

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

- (i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;

- (ii) Does not require the plan to provide increased benefits; and
- (iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

**12. INTERPRETATION**

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

**13. TAXATION**

For purposes of Sections 402 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 distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

**14. CONSTRUCTIVE RECEIPT**

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

**15. EFFECT OF PLAN TERMINATION**

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

**16. 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Petitioner's Name}*

Petitioner

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Respondent's Name}*

Respondent

**ORDER**

IT IS SO ORDERED:

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Judge's Name & Court}*

**SAMPLE B**  
**Tax-Deferred Savings Plan QDRO**  
**(Use this document if you only want money from the**  
**Tax-Deferred Savings Plan account)**

**THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A  
SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY  
BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.**

*{Insert Court Name & Address}*

In re Marriage of

Case No. *{Insert Number}*

Petitioner: *{Insert Name}*

DIVISION OF PENSION BENEFITS AND  
QUALIFIED DOMESTIC RELATIONS  
ORDER

and

Respondent: *{Insert Name}*

RE: YMCA RETIREMENT FUND  
TAX-DEFERRED SAVINGS PLAN

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 established under Section 403(b) of the Internal Revenue Code (the “Code”). This Order is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of *{Insert State Name}*.

**1. PLAN**

This Order applies to the Young Men’s Christian Association Retirement Fund Tax-Deferred Savings Plan (the “Plan”). Any successor to this Plan shall also be subject to the terms of this Order.

**2. PLAN ADMINISTRATOR**

The Plan Administrator is the Young Men’s Christian Association Retirement Fund, 140 Broadway, New York, New York, 10005-1197.

**3. PARTICIPANT**

The Participant’s name, address, date of birth and Social Security No. are as follows:

Name: *{Insert Participant’s Name}*  
Address: *{Insert Participant’s Address}*  
Date of Birth: *{Insert Participant’s Date of Birth}*

Social Security No.: *{Insert Participant's Social Security No.}*  
Social Security No.: *{Insert last 4 digits of Participant's Social Security No.}*  
Fund ID No. *{Insert Participant's Fund ID No.}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

#### **4. ALTERNATE PAYEE**

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name: *{Insert Alternate Payee's Name}*  
Address: *{Insert Alternate Payee's Address}*  
Date of Birth: *{Insert Alternate Payee's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Alternate Payee's Social Security No.}*  
Relationship to Participant: *{Insert Spouse, Former Spouse, Child or Other Dependent}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

#### **5. DEFINITIONS**

##### **Alternate Payee**

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

##### **Assignment Date**

The Assignment Date is the date on which the Participant's account balance will be valued in order to determine the Alternate Payee's designated portion.

##### **Liquidation Date**

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

## **Marriage Period**

The Marriage Period is measured from the date on which the Participant and Alternate Payee entered into a marital relationship that ended on the date of divorce and/or legal separation.

## **Account Balance**

The Participant is 100% vested in the Plan's account balance as the pre-tax contributions were made via payroll deduction from his or her compensation.

## **6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE**

The Order assigns to the Alternate Payee *{Insert     %     or \$           dollar amount}* of the total amount in the Participant's vested account balance under the Plan as of *{Insert Assignment Date}* (the "Assignment Date") including all interest and earnings received during the Marriage Period which began on *{insert date of marriage}* and ended on *{insert date of divorce or legal separation}*.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the account balance after any outstanding loan balances and/or withdrawals have been deducted, the account balance will be the assigned amount. Any outstanding Participant loan shall remain the liability of the Participant.

## **7. FORM OF PAYMENT**

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned Plan benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

*{Please review Sections 5.1-5.10 and 9.4(e) of the Plan for Distribution Rules}*

## **8. COMMENCEMENT**

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his/her choice,

receive a single lump sum payment or, provided the participant has attained age 55, commence receiving the assigned benefits in the form of an annuity, as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

#### **9. DEATH PROCEDURES**

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

#### **10. RETENTION OF JURISDICTION**

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

#### **11. LIMITATIONS**

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

- (iv) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;
- (v) Does not require the plan to provide increased benefits; and

- (vi) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

## **12. INTERPRETATION**

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

## **13. TAXATION**

For purposes of Sections 402 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 distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

## **14. CONSTRUCTIVE RECEIPT**

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

## **15. EFFECT OF PLAN TERMINATION**

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

## **16. 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Petitioner's Name}*  
Petitioner

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Respondent's Name}*  
Respondent

**ORDER**

IT IS SO ORDERED:

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Judge's Name & Court}*

**SAMPLE C**  
**Joint Retirement Plan & Tax Deferred Savings Plan QDRO**  
**(Use this document if you want money from both plans)**

**THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.**

*{Insert Court Name & Address}*

In re Marriage of

Case No. *{Insert Number}*

Petitioner: *{Insert Name}*

DIVISION OF PENSION BENEFITS AND  
QUALIFIED DOMESTIC RELATIONS  
ORDER

and

Respondent: *{Insert Name}*

RE: YMCA RETIREMENT FUND  
RETIREMENT PLAN &

YMCA RETIREMENT FUND  
TAX-DEFERRED SAVINGS PLAN

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 money purchase plan, which is qualified under Section 401 of the Internal Revenue Code (the “Code”) and an employer-sponsored defined contribution plan, which is established under Code Section 403(b). This Order is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of *{Insert State Name}*.

**1. PLAN**

This Order applies to the Young Men’s Christian Association Retirement Fund Retirement Plan (the “Retirement Plan”) and the Young Men’s Christian Association Retirement Fund Tax-Deferred Savings Plan (the “Savings Plan”). Any successor to the Retirement Plan or the Savings Plan (together, the “Plan”) shall also be subject to the terms of this Order.

**2. PLAN ADMINISTRATOR**

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 140 Broadway, New York, New York, 10005-1197.

### **3. PARTICIPANT**

The Participant's name, address, date of birth and Social Security No. are as follows:

Name: *{Insert Participant's Name}*  
Address: *{Insert Participant's Address}*  
Date of Birth: *{Insert Participant's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Participant's Social Security No.}*  
Fund ID No. *{Insert Participant's Fund ID No.}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

### **4. ALTERNATE PAYEE**

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name: *{Insert Alternate Payee's Name}*  
Address: *{Insert Alternate Payee's Address}*  
Date of Birth: *{Insert Alternate Payee's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Alternate Payee's Social Security No.}*  
Relationship to Participant: *{Insert Spouse, Former Spouse, Child or Other Dependent}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

### **5. DEFINITIONS**

#### **Alternate Payee**

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

#### **Assignment Date**

The Assignment Date is the date on which the Participant's vested account balance will be valued in order to determine the Alternate Payee's designated portion.

## **Liquidation Date**

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

## **Marriage Period**

The Marriage Period is measured from the date on which the Participant and Alternate Payee entered into a marital relationship that ended on the date of divorce and/or legal separation.

## **6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE**

This Order assigns to the Alternate Payee *{Insert \_\_\_% or \$\_\_\_\_\_dollar amount}* of the total amount in the Participant's vested account balance under the Retirement Plan and *{Insert \_\_\_\_\_% or \$\_\_\_\_\_dollar amount}* of the total amount in the Participant's vested account balance under the Savings Plan {as of *{Insert Assignment Date}* (the "Assignment Date"), including all interest and earnings received during the Marriage Period which began on *{insert date of marriage}* and ended on *{insert date of divorce or legal separation}*.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the account balance after any outstanding loan balances and/or withdrawals have been deducted, the net account balance will be the assigned amount. Any outstanding Participant loan shall remain the liability of the Participant.

## **7. FORM OF PAYMENT**

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

If the amount of the Alternate Payee's assigned benefit from the Retirement Plan or the Savings Plan is \$5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a Qualified Domestic Relations Order.

*{Please review Sections 6.1-6.6 and 10.4(f) of the Retirement Plan and Sections 5.1-5.10 and 9.4(e) of the Tax-Deferred Savings Plan for Distribution Rules}*

## **8. COMMENCEMENT**

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his or her choice or receive a single lump sum payment as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

## **9. DEATH PROCEDURES**

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

## **10. RETENTION OF JURISDICTION**

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

## **11. LIMITATIONS**

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

- (vii) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;
- (viii) Does not require the plan to provide increased benefits; and
- (ix) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

## **12. INTERPRETATION**

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

## **13. TAXATION**

For purposes of Sections 402 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 distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

## **14. CONSTRUCTIVE RECEIPT**

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

## **15. EFFECT OF PLAN TERMINATION**

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

**16. 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Petitioner's Name}*

Petitioner

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Respondent's Name}*

Respondent

**ORDER**

IT IS SO ORDERED:

Date: \_\_\_\_\_

\_\_\_\_\_  
*{Insert Judge's Name & Court}*

**SAMPLE D**  
**Retiree/Annuitant QDRO**  
**(Use this document if you want money from the Retiree's**  
**monthly annuity payments)**

**THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.**

*{Insert Court Name & Address}*

In re Marriage of

Case No. *{Insert Number}*

Petitioner: *{Insert Name}*

DIVISION OF PENSION BENEFITS AND  
QUALIFIED DOMESTIC RELATIONS  
ORDER

and

Respondent: *{Insert Name}*

RE: YMCA RETIREMENT FUND

This Order creates and recognizes the existence of an Alternate Payee’s right to receive a portion of the Annuitant’s benefits payable from the Young Men’s Christian Association Retirement Fund. This Order is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of *{Insert State Name}*.

**1. PLAN**

This Order applies to the Young Men’s Christian Association Retirement Fund (the “Plan”). Any successor to this Plan shall also be subject to the terms of this Order.

**2. PLAN ADMINISTRATOR**

The Plan Administrator is the Young Men’s Christian Association Retirement Fund, 140 Broadway, New York, New York, 10005-1197.

**3. ANNUITANT**

The Annuitant’s name, address, date of birth and Social Security No. are as follows:

Name: *{Insert Annuitant’s Name}*  
Address: *{Insert Annuitant’s Address}*  
Date of Birth: *{Insert Annuitant’s Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Annuitant’s Social Security No.}*  
Fund ID No. *{Insert Annuitant’s Fund ID No.}*

*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

#### **4. ALTERNATE PAYEE**

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Annuitant are as follows:

Name: *{Insert Alternate Payee's Name}*  
Address: *{Insert Alternate Payee's Address}*  
Date of Birth: *{Insert Alternate Payee's Date of Birth}*  
Social Security No.: *{Insert last 4 digits of Alternate Payee's Social Security No.}*  
Relationship to Annuitant: *{Insert Spouse, Former Spouse, Child or Other Dependent}*  
*{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}*

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

#### **5. DEFINITIONS**

##### **Alternate Payee**

The Alternate Payee is any spouse, former spouse, child or other dependent of a Annuitant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

#### **6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE**

This Order assigns to the Alternate Payee *{Insert \_\_\_% or \$\_\_\_\_\_dollar amount}* of the total amount of the Annuitant's monthly payment under the Plan as soon as administratively reasonable following the determination that this order qualifies as a QDRO.

The Alternate Payee's assigned benefits shall only apply to prospective annuity payments that the Annuitant is entitled to receive from the Fund. In the event of any future experience dividends checks payable to the Annuitant, the Alternate Payee **shall or shall not {select a preference}** receive *{Insert \_\_\_% or \$\_\_\_\_\_dollar amount}* of the total amount.

#### **7. FORM OF PAYMENT**

The Alternate Payee shall receive the portion of the Annuitant's Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan.

## **8. COMMENCEMENT**

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his or her choice or receive a single lump sum payment as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

## **9. DEATH PROCEDURES**

In the event of the Participant's death, the Alternate Payee's benefit will cease. The account balance which remains the property of the Annuitant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Annuitant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

If the Alternate Payee predeceases the Participant, the Alternate Payee's benefit will revert back to the Participant.

## **10. RETENTION OF JURISDICTION**

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

## **11. LIMITATIONS**

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

- (i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;
- (ii) Does not require the plan to provide increased benefits; and
- (iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

**12. INTERPRETATION**

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

**13. TAXATION**

For purposes of Sections 402 and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Annuitant shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

**14. CONSTRUCTIVE RECEIPT**

If the Plan inadvertently pays the Annuitant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Annuitant will immediately reimburse the Plan to the extent that the Annuitant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

**15. EFFECT OF PLAN TERMINATION**

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

**16. CERTIFICATION OF NECESSARY INFORMATION**

All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Annuitant 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.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

*{Insert Petitioner's Name}*

Petitioner

---

*{Insert Respondent's Name}*

Respondent

IT IS SO ORDERED:

Date: \_\_\_\_\_

**ORDER**

---

*{Insert Judge's Name & Court}*