

¹This is merely a SAMPLE Qualified Domestic Relations Order that may be appropriate for use with respect to a deferred compensation plan. This SAMPLE document may or may not contain provisions that are applicable to your particular plan or your needs or situation. This sample is only for use with your attorney’s advice and assistance. Your attorney will suggest the wording that is appropriate for your own Qualified Domestic Relations Order. The format of the Qualified Domestic Relations Order will vary depending upon the rules of the court in your jurisdiction. Nothing contained in this Sample shall be construed as tax or legal advice. See your attorney.

.....COURT, CITY OF, COUNTY OF

STATE OF

| | | |
|------------------------|---|--------------------|
| IN RE THE MARRIAGE OF: |) | |
| |) | |
| |) | No. |
| |) | |
| Petitioner, |) | QUALIFIED DOMESTIC |
| and |) | RELATIONS ORDER |
| Respondent |) | |

AND NOW, this _____ day of _____, 20____, based on the findings set forth in items one through seven,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED in items eight through twenty:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on _____ and divorced on _____.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan “Participant” are:
3. **Alternate Payee Information:** The name, last known address, and social security number of the “Alternate Payee” are:

The Alternate Payee shall have the duty to notify the plan administrator in writing of any changes in mailing address subsequent to the entry of this Order.

4. **Plan Name.** The name of the Plan to which this Order applies is the _____ (hereinafter referred to as “Plan”).

Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee’s rights as stipulated under this Order.

5. **Effect of this Order as a Qualified Domestic Relations Order:** 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 that is qualified under Section 457 of the Internal Revenue Code (the “Code”).
6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of _____.
7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.
8. **Amount of Alternate Payee’s Benefit:** This Order assigns to the Alternate Payee an amount equal to _____ [choose one: \$_____ (dollars and cents) or _____% (percent)] of the Participant’s Total Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). Further, such Total Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant. Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant’s account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant. The Alternate Payee’s benefit herein awarded shall be credited with any interest and investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of total distribution to the Alternate Payee.

The Alternate Payee’s portion of the benefits described above shall be allocated on a prorata basis from all of the accounts and/or investment options maintained under the Plan on behalf of the Participant. Unless the Alternate Payee elects an immediate distribution that is permitted by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established in the same fund mix percentages as the Participant account.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan Administrator, or at the earliest date permitted under the terms of the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity naming the Alternate Payee's subsequent spouse as a survivor. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a beneficiary designation, the Alternate Payee's estate), shall receive the remainder of any unpaid benefits under the terms of this Order.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan: Nothing contained in this Order shall be construed to require the Plan:
 - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - b. to provide increased benefits to the Alternate Payee;
 - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
 - d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.

14. **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.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.
- In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, 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.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.

20. **Notice of Pending Retirement:** In the event that the terms of the Plan require the Alternate Payee to wait until the Participant's actual date of termination of employment or retirement before becoming eligible to receive a distribution, then the Participant shall be required to notify the Alternate Payee, in writing, within ten (10) days following such termination of employment or retirement. The notice shall be sent via regular first-class mail. For this purpose, the Alternate Payee shall notify the Participant of any changes in mailing address.

BY THE COURT:

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JUDGE

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Petitioner

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Respondent