

**SAMPLE QDRO FOR THE
WESTERN METAL INDUSTRY PENSION PLAN**

DIVORCE AFTER RETIREMENT

The following sample QDRO has been developed for the Western Metal Industry Pension Plan. It is intended to provide sample language to assist parties in preparing a "split-payment" QDRO for this plan. This approach is commonly used after a participant retires. It divides each monthly pension payment between a participant and his or her former spouse.

The document is a sample only. It does not:

- I. Contain all of the provisions that may be included in a QDRO; or
2. Address all of the issues that may arise in the course of preparing a QDRO.

In short, the use of the sample QDRO is not a substitute for competent legal counsel who is familiar with defined benefit pension plans. This sample order does not constitute legal advice regarding the terms of any QDRO and should not be relied upon as such.

Whether or not you use the sample language, you should submit a draft of your QDRO for review before submitting the order to the court. The draft order should be sent to the Trust Office. A sample transmittal letter is provided.

ADVANCE REVIEW OF A DRAFT QDRO WILL SAVE TIME AND MONEY FOR ALL PARTIES.

[SAMPLE TRANSMITTAL LETTER]

[Date]

Board of Trustees
Western Metal Industry Pension Plan
PO Box 34203
Seattle, WA 98124-1203

Re: QDRO - [Participant] and [Alternate Payee]

Dear Plan Administrator:

Enclosed is a [draft] [court approved] Qualified Domestic Relations Order ("Order") impacting the benefits of [Participant] under the Western Metal Industry Pension Plan.

As noted in the Order, the social security number and date of birth of the Participant and Alternate Payee will be provided separately. They are as follows:

Participant

Participant:	[Participant's Name]
Social Security Number:	[Participant's SSN]
Date of Birth:	[Participant's Birth Date]

Alternate Payee

Alternate Payee:	[Alternate Payee's Name]
Social Security Number:	[Alternate Payee's SSN]
Date of Birth:	[Alternate Payee's Birth Date]

If further information is needed in connection with this QDRO, please contact [name] at [number].

Sincerely,

[name]
Counsel for [Participant] [Alternate Payee]

cc: [name], Counsel for [Participant] [Alternate Payee]

[-Sample Split-Payment ODRO for Retirees-]

IN THE 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- Western Metal Industry
Pension Plan

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].

IT IS HEREBY ORDERED by the Court as follows:

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

1.1 "Participant:" *[Participant's Name]*
Address: *[Address]*

QUALIFIED DOMESTIC RELATIONS
ORDER-!

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1 The Participant's social security number and date of birth will be provided separately to the
2 Plan Administrator.

3 1.2 "Alternate Payee:" *[Alternate Payee's Name]*
4 Relationship to Participant: *[Relationship to Participant]*
5 *I* Address: *(e.g. former spouse)*
6 *[Address]*

7 The Alternate Payee's social security number and date of birth will be
8 provided separately to the Plan Administrator.

9 1.3 "Plan" Western Metal Industry Pension Plan

10 1.4 "Plan Administrator" Board of Trustees
11 Address: Western Metal Industry Pension Plan
12 PO Box 34203
13 Seattle, WA 98124

14 **2. Division of Marital Property.** This Order is entered pursuant to *[describe*
15 *applicable state domestic relations law]*. This Order hereby creates and recognizes the
16 existence of the Alternate Payee's rights to receive a portion of the Participant's benefits
17 under the Plan.

18 **3. Participant's Retirement.** Participant is now retired and is receiving a monthly
19 pension benefit from the Plan.

20 **4. Payments to Alternate Payee.**

21 **4.1 Alternate Payee to Split Payments during Participant's Lifetime**

22 Effective the first day of the month after this order is presented to the
23 Plan, and upon the approval of this order by the Plan Administrator as a qualified domestic
relations order, the Alternate Payee is awarded *[what percent or dollar amount]* of each of
the Participant's monthly retirement income payments from the Plan.

(a) *Post-Retirement Benefit Improvements*

Alternate Payee *[is/is not]* entitled to a pro rata share of bonus
checks, post-retirement benefit improvements, or other ad-hoc payments from the Plan.

1 (b) *Suspension of Benefit Provisions*

2 In the event the Participant returns to work after retirement,
3 retirement income payments may cease, in whole or in part, as a result of the Plan's
4 suspension of benefit provisions.

5 If the Participant returns to work, such that retirement
6 income payments are partially suspended, the remaining benefit shall be used to:

7 (i) First to pay the amount awarded to the Alternate Payee under
8 this Section 4.1; then

9 (ii) any remaining retirement income payment shall be
10 payable to the Participant.

11 If the amount payable as a result of the suspension of
12 retirement income payments is not sufficient to pay the entire amount awarded to the
13 Alternate Payee, then the Alternate Payee shall be entitled to the entire remaining
14 retirement income payment, after the application of the Plan's suspension of benefit
15 provisions.

16 **4.2 Death Benefit Provisions**

17 (a) *Single Life Annuity*

18 If the Participant is receiving a single life annuity, then all benefit payments shall cease
19 upon the Participant's death.

20 (b) *Single Life Annuity, With Minimum Number of Payments
21 Guaranteed*

22 If the Participant elected to receive a single-life annuity, with
23 a minimum number of payments guaranteed, the Alternate Payee shall continue to be
entitled to receive the benefits awarded under Section 4.1 of this order, until the earlier of:
(1) the death of the Alternate Payee, or (2) the minimum number of guaranteed payments
have been made by the Plan.

(c) *Joint and Survivor Annuity*

If the Alternate Payee was a joint annuitant under a joint-and- survivor annuity, the
Alternate Payee shall continue to be the joint-annuitant for such benefit. Accordingly, upon
the death of the Participant, the Alternate Payee shall be entitled to receive survivor
benefits, as provided under the terms of the Plan.

1
2 (d) *Death of Alternate Payee*

3 If the Alternate Payee predeceases the Participant, the amount
4 awarded to the Alternate Payee will lapse and revert to the Participant.

5 To the extent that Plan terms provide for an increased monthly
6 retirement income payment following the death of a joint annuitant (i.e. a "pop-up"
7 feature), the Participant shall be entitled to this increased payment.

8 **5. Limitations on Order.** Nothing contained in this Order shall be construed
9 to require the Plan:

10 5.1 To provide for any type or form of benefits, or any option, not
11 otherwise provided under the Plan at the time benefits commence to the Alternate Payee;

12 5.2 To provide increased benefits (determined on the basis of actuarial value)
13 not available to the Participant;

14 5.3 To provide benefits to the Alternate Payee which are required to be
15 paid to another. Alternate Payee under another order previously determined to be a QDRO;
16 and

17 5.4 To provide the payment to the Alternate Payee of benefits forfeited by
18 the Participant.

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

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

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

JUDGE/COURT COMMISSIONER

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Presented by:

[NAME OF ATTORNEY'S OFFICE]

By _____

[NAME OF ATTORNEY]

Bar No. ***[00000]***

Attorney for Respondent

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

[NAME OF ATTORNEY'S OFFICE]

By _____

[NAME OF ATTORNEY]

Bar No. ***[00000]***

Attorney for Petitioner