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# INTERMOUNTAIN IRONWORKERS PENSION PLAN

# **SAMPLE QUALIFIED DOMESTIC RELATIONS ORDER FOR RETIRED PARTICIPANTS**

In re the Marriage of, ) CASE NO. \_\_\_\_\_  
Petitioner: )  
and ) STIPULATED  
Respondent: ) DOMESTIC RELATIONS ORDER  
\_\_\_\_\_  
)

1. This Order is intended to be a Qualified Domestic Relations Order (QDRO) within the meaning of 29 U.S.C. § 1056(d), and of 26 U.S.C. § 414(p).
2. This Order relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a retired Participant in the Intermountain Ironworkers Pension Plan (the “Plan”).
3. This Order is made pursuant to the domestic relations law (including community property law) of the State of [INSERT STATE].
4. [INSERT NAME OF PARTICIPANT] (“Participant”) is a participant in the Plan and has earned certain benefits under the Plan.
5. Participant’s mailing address is:

*Participant shall advise the Plan of any change in the above mailing address.*

Participant's social security number is: \_\_\_\_\_  
Participant's birth date is: \_\_\_\_\_

6. [INSERT NAME OF ALTERNATE PAYEE] (“Alternate Payee”) is the [spouse, former spouse, child, or dependent: CIRCLE ONE] of Participant, and the Court hereby awards to Alternate Payee an interest in Participant’s benefits (hereinafter “Alternate Payee’s Interest”).
7. Alternate Payee’s mailing address is:

*Alternate Payee shall advise the Plan of any change in the above mailing address.*

Alternate Payee's social security number is: \_\_\_\_\_  
Alternate Payee's birth date is: \_\_\_\_\_

8. Alternate Payee is awarded \_\_\_\_\_ [INSERT PERCENTAGE OR DOLLAR AMOUNT] of the Participant's monthly benefits in the Plan determined as of the date of this Order. Alternate Payee will not share in any increase in Participant's benefit, such as a 13<sup>th</sup> check or increase in retiree benefits.
9. Alternate Payee's pension benefits from the Plan shall commence within an administratively practicable period following the Alternate Payee's application to the Plan according to the Plan's administrative procedures. Alternate Payee shall not begin receiving benefits before the "Annuity Starting Date" which shall be not earlier than the date on which all the following conditions are met:
  - (a) The earliest of the following:
    - (i) The Plan Administrator's determination that this is a QDRO has become final; or
    - (ii) The date as of which the Plan Administrator has held a portion of the Participant's benefit, in anticipation of this Order; and
  - (b) The Alternate Payee makes formal, written application to the Plan on a form provided by the Plan Administrator after the Plan Administrator's determination that this is a QDRO has become final. A QDRO is not an application for payment.
10. Alternate Payee shall receive benefits from the Plan for the time period and in the form elected by the Participant.
11. If the Participant elected a joint annuity option at retirement and designated the Alternate Payee named in this Order as the joint annuitant, Alternate Payee retains that status. If the Participant elected a single life annuity at retirement and designated the Alternate Payee named in this Order as the 5-year certain death beneficiary, the Participant may change the death beneficiary.
12. If Alternate Payee predeceases Participant, benefits shall revert to Participant.
13. If the Participant dies, the Alternate Payee's benefit shall cease, unless and to the extent the Alternate Payee is the Participant's survivor annuitant or death beneficiary under a Period Certain benefit.
14. This Order is not intended to require the Plan to provide any type or form of benefits or any option not otherwise provided by the Plan, nor shall this Order require the Plan to provide for increased benefits not required by the Plan. Plan terms shall govern any

