

MODEL QDRO

IN THE COURT OF COMMON PLEAS OF

COUNTY

Plaintiff : NO.

vs. :

Defendant : QUALIFIED DOMESTIC
RELATIONS ORDER

ORDER ASSIGNING A PORTION OF AN ACCUMULATED RETIREMENT BENEFIT

AND NOW, this _____ day of _____, 2018, it is hereby duly ORDERED and DECREED as follows:

1. **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 a defined benefit pension plan that is qualified under Section 401 of the Internal Revenue Code (the “Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”). It is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Code and Section 206(d)(3) of ERISA.

2. **PLAN NAME:**

The name of the Plan to which this Order applies is the Steelworkers Pension Trust (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant's benefits described below is incurred shall also be subject to the terms of this Order. In addition, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant's employer, where liability for benefits accrued under the predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order. Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee's rights as stipulated under this Order.

3. **DEFINITIONS AND FACTUAL RECITALS:**

(a) _____ is a Participant in the Plan. The name, address, date of birth and Social Security Number of the Participant are as follows:

Name:
Address:
Date of Birth:
Social Security Number:

(b) _____ is an Alternate Payee of all or a portion of the Participant's interest in the Plan as hereinafter described. The name, address, date of birth and Social Security Number of the Alternate Payee are as follows:

Name:
Address:
Date of Birth:
Social Security Number:

(c) Participant and Alternate Payee were married to each other on _____.

4. **ASSIGNMENT OF PARTICIPANT'S ACCRUED BENEFITS**

(a) This Order assigns to the Alternate Payee, _____% of the accrued benefits earned under the Plan by the Participant during the marital period. For purposes of this Order, the marital period shall be designated to commence upon the parties' marriage or the Participant's Plan Entry Date, whichever occurs last, and to terminate on _____* or the date on which the Participant's Plan participation ends, whichever first occurs.

***NOTE:** The date on which the Marital Period ends varies with Local Practice. It could be the Date of Separation, the Date of the Divorce Decree or some other date. To avoid confusion, please enter a Specific Date.

- (b) It is understood and agreed by all parties that the valuation of the accrued benefits during the marital period be made by using Plan entry and participation termination dates which are as close to the actual starting and ending dates of the marital period as administratively possible.
 - (c) The Plan shall convert the amount obtained in Sub-paragraph 4(a) above to a monthly single life annuity payable for Alternate Payee's lifetime by using the appropriate actuarial factors set forth in the Plan. The result is a monthly single life annuity payable beginning at the Start Date set forth in Paragraph 5 and continuing for Alternate Payee's lifetime.
 - (d) The Alternate Payee shall have no rights in or to either the portion of the Participant's accrued benefit under the Plan not assigned by this Order or any benefits accrued by the Participant after the termination of the marital period.
 - (e) The ultimate benefit payable by the Plan to the Participant shall be actuarially reduced by the Plan Administrator by an amount sufficient to provide for the benefits assigned hereunder to the Alternate Payee.
5. Payment of the benefits herein awarded to the Alternate Payee shall begin at anytime between the Participant's earliest retirement age under the Plan (age 55) and the Participant's normal retirement (age 65).
6. (a) In the event the Alternate Payee dies before the Participant and before the Start Date of the Alternate Payee's benefit as set forth in Paragraph 5 above, then the assignment to the Alternate Payee made in Paragraph 4 above is null and void.
- (b) In the event the Participant dies before the Alternate Payee and before the Start Date of the Alternate Payee's benefit as set forth in Paragraph 5 above, then the assignment to the Alternate Payee made in Paragraph 4 above is null and void, but the Alternate Payee shall be treated as the surviving spouse of the Participant for the purpose of the Plan's Pre-retirement Surviving Spouse Benefit for the marital period.

(c) The death of the Participant after the Start Date of the Alternate Payee's benefit shall not affect the Alternate Payee's benefit.

7. The Alternate Payee shall not be treated as the surviving spouse of the Participant for the purpose of the Plan's Post-Retirement Survivor Spouse Benefit.

8. Notwithstanding any other provisions of this Order,

(a) If Participant's interest in the Plan shall not have become vested under the provisions of the Plan at the time Alternate Payee shall have the right to commence receipt of benefits under this Order, then Alternate Payee's right to commence receipt of benefits hereunder shall be postponed until such time as Participant's interest in the Plan shall have become vested.

(b) If Participant terminates employment or dies prior to becoming vested in Participant's accrued benefit under the provisions of the Plan and thereby forfeits Participant's right to receive benefits under the Plan, Alternate Payee's right to receive benefit from the Plan shall likewise be forfeited.

9. **PURSUANT TO STATE DOMESTIC RELATIONS RIGHTS:**

This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____.

10. **FOR PROVISIONS OF MARITAL PROPERTY RIGHTS:**

This Order relates to the provisions of marital property rights and/or spousal support to the Alternate Payee as a result of the Order of Divorce between the Participant and the Alternate Payee.

11. **SAVINGS CLAUSE:**

This Order is not intended and shall not be construed in such a manner as to require the Plan to:

- (a) Provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) Require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) Require the payment of any benefit to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO.

12. **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.

13. **CONTINUED QUALIFIED STATUS OF ORDER:**

It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Code, 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.

14. **TAX TREATMENT OF DISTRIBUTIONS MADE UNDER THIS ORDER:**

For purposes of Sections 402(a)(1) 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 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 the distribution.

15. **CONSTRUCTIVE RECEIPT:**

In the event that the Plan Administrator inadvertently pays to 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 and shall forthwith pay the amounts so received directly to the Alternate Payee within ten (10) days of receipt.

16. **CONTINUED JURISDICTION:**

The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.

17. **EFFECT OF PLAN TERMINATION:**

In the event the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

18. ACTIONS BY PARTICIPANT:

The Participant shall not take any actions, affirmative or otherwise, that circumvent the terms and provisions of this QDRO, or that diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he or she shall be required to make sufficient payments **directly** to the Alternate Payee to the extent necessary to neutralize the effects of those actions or inactions and to the extent of his or her full entitlements hereunder.

19. DETERMINATION BY PLAN COUNSEL:

(a) The Alternate Payee shall deliver a true and correct copy of this Order to the Plan Counsel at the following address:

**STEELWORKERS PENSION TRUST
c/o Zenith-American Solutions
2 Gateway Center
603 Stanwx St., Ste. 1500
Pittsburgh, Pa 15222**

(b) In the event the Plan Counsel determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Counsel to make the changes necessary for it to become a qualified order. This includes signing all documents which may be necessary for the parties to obtain an amended Order meeting the requirements for a Qualified Domestic Relations Order. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant and the Alternate Payee and the Participant's interest in the Plan.

BY THE COURT:
