

North Atlantic States Carpenters Benefit Funds

# Qualified Domestic Relations Order

Sample

**Qualified Domestic Relations Order (QDRO) Description:**

A "qualified domestic relation order" (QDRO) is a domestic relations order that assigns to an "alternate payee" the right to receive all or a portion of the benefits payable with respect to a participant under a retirement plan. A QDRO relates to the provision of child support, alimony payments, or marital property rights for the benefit of a spouse, former spouse, child, or other dependent of a participant.

**COMMONWEALTH OF MASSACHUSETTS**  
**[or STATE OF NEW HAMPSHIRE, MAINE, RHODE ISLAND, OR VERMONT]**

\_\_\_\_\_, SS

PROBATE & FAMILY  
COURT DEPARTMENT  
DOCKET NO. \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF

v.

QUALIFIED DOMESTIC RELATIONS ORDER

\_\_\_\_\_  
DEFENDANT

**NORTH ATLANTIC STATES CARPENTERS GUARANTEED ANNUITY FUND**

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. As a part of the final Judgment in this matter, 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 (or union) sponsored defined benefit plan which is qualified under Section 401(a) of the Internal Revenue Code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended that this Order constitutes a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code, Section 206(d)(3) of ERISA and Chapter 208, Section 34 of the Massachusetts General Laws. [For New Hampshire – Title XLIII, Chapter 458:16-a] [For Maine – Title 19-A, Chapter 29, Subchapter 2, Section 953] [For Vermont – Title 15, Chapter 11, Subchapter 6, Section 751] [ For Rhode Island Chapter 15-5, Section 16.1]
2. **Participant Information:** The name, last known address, social security number, and date of birth of the "Participant" are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

The Participant is a Member of the North Atlantic States Carpenters Local Union # \_\_\_\_\_ and is a Participant in the North Atlantic States Carpenters Guaranteed Annuity Fund.

The Participant shall have the duty to notify the Plan Administrator in writing of any change in his or her mailing address subsequent to the entry of this Order.

3. **Alternate Payee Information:** The name, last known address, social security number, and date of birth of the “Alternate Payee” are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

The Alternate Payee is the former spouse of the Participant.

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any change in his or her mailing address subsequent to the entry of this Order.

4. **Marriage Date:** The Alternate Payee and the Participant were married on:

\_\_\_\_\_ (date), at \_\_\_\_\_ (location).

5. **Identification of Plan:** This Order applies to benefits under the North Atlantic States Carpenters Guaranteed Annuity Fund (“Plan”).

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.

6. **Plan Administrator:** For purposes of this Order, “Plan Administrator” shall mean:

Board of Trustees  
North Atlantic States Carpenters Guaranteed Annuity Fund  
350 Fordham Road  
Wilmington, MA 01887-2161

7. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the Commonwealth of Massachusetts, specifically, to Chapter 208, Section 34 of the Massachusetts General Laws. [For New Hampshire – Title XLIII, Chapter 458:16-a] [For Maine – Title 19-A, Chapter 29, Subchapter 2, Section 953] [For Vermont – Title 15, Chapter 11, Subchapter 6, Section 751] [For Rhode Island – Chapter 15-5, Section 16.1]

8. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of Judgment of Divorce Nisi between

the Participant and the Alternate Payee, dated \_\_\_\_\_ (Absolute \_\_\_\_\_).

9. **Amount of the Alternate Payee's Benefit:** The Order assigns to the Alternate Payee: an amount equal to \_\_\_\_\_ (*insert percentage or exact dollar amount*) from the Participant's total account balance accumulated under the Plan as of \_\_\_\_\_ (*insert date of parties' divorce or date reached by agreement of the parties*). It is understood that such assignment to the Alternate Payee shall not exceed the Participant's total account balance reduced by any outstanding loans, and that the Alternate Payee's percentage shall be a percentage of the Participant's total account balance reduced by any outstanding loans (if any such loans exist). The Alternate Payee's portion of the benefits described above shall be segregated and separately maintained in an account established on his or her behalf and shall be additionally credited with any investment income and any guarantees or bonuses attributable thereon from \_\_\_\_\_ (*insert date of parties' divorce or date reached by Agreement of the parties*).

Until the date of total distribution to the Alternate Payee, the Alternate Payee shall have the same rights with respect to the management of his or her account as does any other Plan participant.

10. **Prior Encumbrances:** If the Participant's account is levied upon or garnished by the Internal Revenue Service, the priority of such IRS levy or garnishment, and this Order, shall be determined under applicable law, and the benefits assigned to the Alternate Payee hereunder shall be reduced if necessary to satisfy a lien superior to that of this Order as determined under applicable law. In no event will the Plan be required to pay an amount to the Alternate Payee where the Plan is required to pay such amount to another person whose right to such amount has priority under applicable law.
11. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects, he or she shall be paid his or her benefits 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, if later. 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 in the form of a qualified joint and survivor annuity with a subsequent spouse.
12. **Death of Alternate Payee:**

*Note to drafter, there are two choices:*

*Option 1:*

[In the event of the Alternate Payee's death prior to his or her receiving the full amount of benefits called for 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, shall receive the remainder of any unpaid benefits under the terms of this Order, and in accordance with the benefit option selected by the Alternate Payee. If the Alternate Payee has not designated any such beneficiary(ies), then the remainder of any unpaid benefits shall be paid to the estate of the Alternate Payee];

*or*

*Option 2:*

[In the event of the death of the Alternate Payee prior to commencement of payment of benefits, or receiving the full amount of benefit called for under the Order, benefits shall revert back to the Participant].

13. **Death of the Participant:** In the event the Participant dies prior to the establishment of a separate account in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of the Alternate Payee's benefits called for under Paragraph 9 of this Order. Should the Participant predecease the Alternate Payee after the new account has been established on his or her behalf, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the Participant's benefits stipulated herein.
14. **Rights of Subsequent Spouse Superseded:** This Order shall supersede the rights of any subsequent spouse of the Participant with respect to amounts assigned by this Order, including any gains or losses attributable to such amount.
15. **Limitations:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
  - (a) to pay any type or form of benefit, or any option not otherwise provided for under the Plan;
  - (b) to provide increased benefits (determined on the basis of actuarial value); or
  - (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 Qualified Domestic Relations Order.
16. **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 Internal Revenue 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 QDRO at the time the benefits become payable.
17. **Tax Treatment of Distributions Made under this Order:** The Alternate Payee shall include all of his or her retirement benefits if, as, and when received, in his or her gross taxable income. For purposes of Sections 72 and 402(a) of the Internal Revenue Code, the Alternate Payee shall be treated as a distributee of any distribution or payment made to said Alternate Payee under this Order. Said retirement benefits when paid, shall not be taxable income or a deduction on the Participant's tax returns.
18. **Service/Rules of Interpretation:** A certified copy of this Order shall be served upon the Plan Administrator, and this Order shall not become effective as to the Plan or Plan Administrator until actually received by the Plan Administrator. The Plan Administrator shall interpret this Order consistent with the discretion accorded to the Plan Administrator under the Plan instruments.
19. **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 return the erroneous payment to the Plan for correction within ten (10) days of receipt. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits which belong to the Participant in accordance with the terms of this Order, the

Alternate Payee shall immediately return the erroneous payment to the Plan for correction within ten (10) days of receipt.

20. **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. In the event this Order is held not to be a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Internal Revenue Code and ERISA Section 206(d), the parties hereby agree to submit to and request this Probate Court or a Court of competent jurisdiction, to make it a Qualified Domestic Relations Order in such manner that will reflect the parties' intent as herein expressed and thereafter to enter an order modifying the Qualified Domestic Relations Order entered by the Court, said Modification Order to be entered *nunc pro tunc*, if appropriate.
21. **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.

SO ORDERED

Dated: \_\_\_\_\_

\_\_\_\_\_  
Justice, Probate and Family Court Department