

SAMPLE QUALIFIED DOMESTIC RELATIONS ORDER

\_\_\_\_\_ COURT, \_\_\_\_\_ COUNTY, STATE OF

CASE NO.

QUALIFIED DOMESTIC RELATIONS ORDER

In re the Marriage of:

[ John E. Doe ]

[ Mary A. Doe ]

Petitioner

Respondent

1. The Court intends this order to be Qualified Domestic Relations Order ("QDRO") within the meaning of Section 414(p) of the Internal Revenue Code of 1986 ("Code"). The Court enters this QDRO pursuant to its authority under the [\_\_\_\_\_ Dissolution of Marriage Act.]

2. This order creates and recognizes the existence of the Alternate Payee's right to receive a portion (or all) of the benefits payable with respect to the Participant.

3. This QDRO applies to the Pipeline Industry 401(k) Plan ("Plan"). John E. Doe ("Participant") is a participant in the Plan. Mary A. Doe ("Alternate Payee") is the alternate payee for purposes of this QDRO.

4. The Participant's name, date of birth and current mailing address are:

John E. Doe - Birthdate 2-1-50  
123 Smith Street  
Tulsa, OK 74192

5. The Alternate Payee's name, date of birth and current mailing address are:

Mary A. Doe - Birthdate 6-1-49  
56 Brown Street  
Tulsa, OK 74136

6. The name and address of the Plan Administrator is: *(Usually the employer is the Plan Administrator)*

Pipeline Industry Benefit Fund  
PO Box 470950  
Tulsa, OK 74145-0950

7. The portion of the Participant's plan benefits payable to the Alternate Payee under this QDRO is:

***(Some QDROs award a dollar amount, some a percentage of vested account balance such as:***

Sample - Flat dollar amount \$20,000 or

Sample - Percentage of account balance - 50% of the Participant's vested account balance based on the \_\_\_\_\_ valuation date. – It is always best to use a current account balance)

***(Preparer – Please note – You will need to indicate if the account balance is to be adjusted for gains/losses to the date of distribution. Sometimes an old valuation date is used and the account balance includes an outstanding loan. Make sure the QDRO is clear if the loan is to be included in the account balance before the split. Loans cannot be split. Loan stays with the participant. Also sometimes withdrawals have been made from the account, so it is not always easy to adjust for gains/losses. Be alert to the activity in the account when drafting a QDRO)***

The Plan shall pay, in lump sum, the amount designated above to the Alternate Payee. The Plan shall pay this amount as soon as administratively feasible. This QDRO does not require the Alternate Payee's consent to the distribution and the Plan may distribute the amount without obtaining any further consent from the Alternate Payee. ***(Most plan documents allow for an immediate distribution if the QDRO specifies an immediate distribution, but some plan documents do not allow for an immediate distribution - - this is generally plan specific. Be alert to this issue when drafting a QDRO)***

8. This QDRO does not require the Plan to provide any type or form of benefit the Plan does not otherwise provide. This QDRO does not require the Plan to provide increased benefits. This QDRO does not require the Plan to pay any benefits which another order previously determined to be a qualified domestic order requires the Plan to pay to another alternate payee. If the Plan does not permit an immediate distribution of the amount described in paragraph 7, the Plan shall pay that amount at the Participant's earliest retirement age as defined by Code Section 414(p)(4)(B). After payment of the amount required by this QDRO, the Alternate Payee shall have no further claim against the Participant's interest in the Plan.

9. The Alternate Payee assumes sole responsibility for the tax consequences of the distribution under this QDRO.

10. Until the Plan completes payment of all benefits pursuant to this QDRO, the Plan shall treat the Alternate Payee as a surviving spouse for purposes of Code Sections 401(a)(11) and 417, but the Alternate Payee shall receive, as surviving spouse, only the amount described in paragraph 7 of the QDRO. The sole purpose of this paragraph 10 is to ensure payment to the Alternate Payee in case of the Participant's death prior to payment by the Plan of the amount described in paragraph 7 of this QDRO. In case of the Alternate Payee's death prior to payment by the Plan of all benefits pursuant to this QDRO, the Alternate Payee's beneficiary shall be the Alternate Payee, and the Plan shall pay the remaining benefits under the QDRO to the Alternate Payee's beneficiary as the Alternate Payee. The Alternate Payee may file a written beneficiary designation with the Plan Administrator. If the Alternate Payee fails to file a written beneficiary designation with the Plan Administrator the Plan shall treat the Alternate Payee's estate as the Alternate Payee's beneficiary.

11. The Plan shall treat this QDRO in accordance with Code Section 414(p)(7). While the Plan is determining whether this order is a qualified domestic relations order, the Plan Administrator shall separately account for the amounts which would have been payable to the Alternate Payee while the Plan is determining the qualified status of this QDRO.

12. The Plan Administrator promptly shall notify the Participant and the Alternate Payee of the receipt of this QDRO and shall notify the Participant and the Alternate Payee of the Plan's procedures for determining the qualified status of this QDRO. The Plan Administrator shall determine the qualified status of the QDRO and shall notify the Participant and the Alternate Payee of the determination within a reasonable period of time after receipt of this QDRO.

The Court retains jurisdiction over this matter as provided by law.

Signed: \_\_\_\_\_  
Participant

Signed: \_\_\_\_\_  
Alternate Payee

BY THE COURT:

Judge