**\_\_\_\_\_ JUDICIAL DISTRICT COURT**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DIVISION:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**V.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DOMESTIC RELATIONS ORDER**

Whereas, the Pipeline Industry Pension Plan (“Plan”) is a defined benefit pension plan;

Whereas, [Participant’s name] is a Participant under the Plan and is entitled to pension benefits under the Plan;

Whereas, [Alternate Payee’s name] is the Alternate Payee who was formerly married to the Participant;

Whereas, this Court has personal jurisdiction over both parties and jurisdiction over the subject matter of this Order and this dissolution of marriage action;

Whereas, this Order is made pursuant to the domestic relations laws of the State and the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (“QDRO”) as defined in Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act, as amended;

NOW IT IS ORDERED AND ADJUDGED AS FOLLOWS:

1. As used in this Order, the following terms shall apply:
   1. “Plan” shall mean the Pipeline Industry Pension Plan;
   2. “Plan Administrator” shall mean the person so designated by the Plan or a designee.
   3. “Monthly Accrued Benefit” shall be determined as of the earlier of the date that the Participant commences benefit payments or Alternate Payee commences benefit payments.
   4. Community Property Regime/Marriage existed between the parties from [Month/Date/Year] to [Month/Date/Year].
2. The Participant’s and the Alternate Payee’s last known respective mailing address, date of birth, and Social Security number are provided by separate document to protect the privacy of the Parties.
3. The Alternate Payee is assigned a portion of the Participant’s pension benefit with the Plan that is based on the following formula: the Monthly Accrued Benefit times one half (1/2) [or alternative percentage] of a fraction, the numerator of which is the number of months of credited service accrued by the Participant during the existence of the Community Property Regime/Marriage, and the denominator of which is the total number of months of credited service accrued by the Participant.
4. This order is intended to give each party a separate interest, and the value of the amount allocated to the Alternate Payee shall be converted to an actuarially equivalent monthly amount payable over the Alternate Payee’s lifetime.
5. This assignment of benefits does not require the Plan to provide any type or form of benefit or option not otherwise provided under the Plan. This assignment does not require the Plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require Plan to provide any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined by the Plan Administrator to be a Qualified Domestic Relations Order.
6. The Alternate Payee’s benefits shall be distributed no earlier than the earliest date allowed under the terms of the Plan, and no later than the date the Participant commences benefits under the Plan. If the Alternate Payee elects to commence benefits before the Participant’s retirement, the Alternate Payee’s benefit will be actuarially reduced from the Participant’s Normal Retirement Age.
7. The Alternate Payee may elect any form of benefit that the Participant could elect, other than a joint and survivor annuity.
8. If the Alternate Payee predeceases the Participant before the Alternate Payee’s benefits have commenced, the Alternate Payee’s interest will revert to the Participant. If the Alternate Payee predeceases the Participant after the Alternate Payee’s benefits have commenced, any benefits under this Order will be paid based on the form selected.
9. If the Participant dies before the Alternate Payee begins receiving benefits, the Alternate Payee’s assigned benefits will not be affected.
10. The Alternate Payee [will/will not] share in any additional benefits that the Participant might receive in the future, such as a cost-of-living adjustment or retirement enhancement.
11. The parties shall serve a certified copy of this Order on the Plan Administrator. This Order shall remain in effect until further order of this Court or its terms and/or obligations have been discharged by the distribution of benefits from the Plan.
12. The parties agree that if this Order is submitted to the Plan Administrator and is determined not be to qualified, the parties agree to request a court of competent jurisdiction to modify the Order to make it a QDRO that reflects the parties’ intent, which modification Order shall be entered *nunc pro tunc* as appropriate.
13. Nothing in this Order may be used to join the Plan or any Plan fiduciary in any action arising out of the division of benefits under this Order.
14. The Court retains jurisdiction to enforce, revise, modify or amend this Order insofar as necessary to establish or maintain its qualification as a Qualified Domestic Relations Order or to amend this Order for other reasons provided. However, this Order, any subsequent revision, modification, or amendment shall not require the Plan to provide any benefit not otherwise provided by the Plan.

City, State, this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JUDGE

APPROVED AS TO FORM AND CONTENT AND SUBMITTED

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARTICIPANT’S NAME PARTICIPANT’S ATTORNEY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ALTERNATE PAYEE’S NAME ALTERNATE PAYEE’S ATTORNEY

F:\APPS\WP51\CLIENTS\Pipeline\_Industry\_Benefit\_Funds\Pension\QDROs\!\_QDRO\_Forms\Sample\_PF\_QDRO\_pre\_ret\_sep\_2019\_082719.docx