

MODEL QUALIFIED DOMESTIC RELATIONS ORDER

STATE OF _____

_____ [NAME OF COURT]

-----X

_____, :

Plaintiff, :

-vs- :

_____, :

Defendant. :

-----X

This Court having granted a Judgment of Divorce on the ____ day of _____, 20__ by Hon. _____, and filed in the _____ County Clerk's Office on the ____ day of _____, 20__, and it appearing to the court as follows:

1. The parties hereto were formerly husband and wife.
2. This order is made pursuant to the Judgment of Divorce granted on the ____ day of _____, 20__, and filed in the _____ County Clerk's Office on the ____ day of _____, 20__.
3. That they were married on the ____ day of _____, 20__, and an action for divorce was commenced on the ____ day of _____, 20__.
4. _____ is hereafter referred to as Participant in the Reform Pension Plan (the "Plan").
5. _____ is hereafter referred to as the Alternate Payee in the Plan.
6. The current and last known mailing address of the Participant is

_____ and [his/her] social security number is _____.

7. The current and last known mailing address of Alternate Payee is _____ and [his/her] social security number is _____.

8. To accommodate the marital property distribution between the parties, it is hereby

9. ORDERED, that the balances of the Participant's account in the Plan, to the extent to which it has accrued during the marriage are marital property subject to distribution under [name of state law, for example, New York State Domestic Relations Law]; and it is further

10. ORDERED, that the Plan shall issue separate checks to Participant and Alternate Payee for their respective interests in the Plan at the time that benefits become payable; and it is further

(i) ORDERED, that the Plan shall segregate and transfer from the account balances credited to the Participant to an account established on behalf of the Alternate Payee, the sum of \$_____ * as of [date must as of a month-end], _____20__, plus any earnings and losses that have accrued on that portion of the Plan assets transferred to the Alternate Payee's account since such date and up until the date of transfer to the Alternate Payee's account representing [his/her] proportionate share of the Participant's interest in said Plan accumulated during the

* Note to the persons completing this form: The account balance information given out by the Plan includes sums in the account that have not yet accrued. For example, if the congregation contributed \$10,000 to the Plan for the full billing year (July 1 through June 30) in advance, then as of January 1 of that billing year only \$5,000 of the contribution has been "earned" though the entire \$10,000 is included as part of the participant's account balance. Generally, most contracts provide that should the participant terminate earlier than June 30, the pro-rata "advance" contribution will be returned to the congregation (but without earnings and losses thereon).

marriage, said sum plus any earnings and losses thereon to be paid as the Alternate Payee may elect pursuant to Plan terms, but no earlier than the earlier of the date (i) one year from when the Participant terminates employment for all employers who are eligible to contribute to the Plan, (ii) the date on which the Participant reaches the age of fifty-five or (iii) the date of the Participant's death; and it is further

11. ORDERED, that the Plan will provide the Alternate Payee with [up to \$_____] [__%] of the life insurance death benefits proceeds of the Participant.*

12. ORDERED, that the Plan will provide the Alternate Payee at the time of distribution the opportunity to receive plan benefits in such forms as are then permitted under Plan rules or to select an institutional trustee maintaining an individual retirement arrangement account to receive [his/her] distributive amount so that the Alternate Payee can avoid any penalties associated with non- trustee to trustee transfers; and it is further

13. ORDERED, that if the Alternate Payee dies before receiving the entire amount of the Participant's benefits to which [he/she] is entitled under this order, the Alternate Payee's benefit should be payable in one lump sum to the Alternate Payee's beneficiary or, if none has been so designated in accordance with Plan rules, to the spouse of the Alternate Payee or, if there is none, to the estate of the Alternate Payee; and it is further

14. [ORDERED, that ___ percentage [\$_____] of life insurance proceeds [or such lesser amount of such proceeds as is] payable from other than the account balance credited to the Participant on the day prior to [his/her] death shall be payable to the

* Currently, the Plan provides term life insurance of one times salary, up to \$50,000, to each Participant who has a contribution made into his / her pension account of at least 10% of salary and parsonage during the most recent Plan Year.

Alternate Payee following the death of the Participant payable in one lump-sum; and it is further]

15. ORDERED, that in the case of a conflict between the terms of this Qualified Domestic Relations Order ("QDRO") and the terms of the Plan, the terms of the Plan as in effect at the time of any determination shall prevail; and it is further

16. ORDERED, that in no event will the Alternate Payee be entitled to receive any amount from the Plan once payment of the entire amount payable pursuant to this order has been made; and it is further

17. ORDERED, that the Plan's administrator and the Alternate Payee may modify by written agreement any provisions of this QDRO without further court approval so long as the change has no adverse effect on the Participant. The Plan's administrator may unilaterally modify any terms of the QDRO to the extent necessary to comply with applicable law; and it is further

18. ORDERED, that the Plan's administrator shall cause the Alternate Payee to receive any and all copies of any annual statements, amendments to the Plan, summary plan descriptions, annual reports, changes in the name and/or address of the Plan trustees or administrator, and other such information as is reasonable and appropriate to keep the Alternate Payee informed of the Alternate Payee's rights under the Plan; and it is further

19. ORDERED, that except for the amount awarded herein to the Alternate Payee, plus earnings and losses thereon, this QDRO shall have no effect on the Participant's remaining interests in the Plan or [his/her] future interest in the Plan; and it is further

20. ORDERED, that the Alternate Payee shall provide written requests for payment, consent for payment, or receipt of payment as the Plan's administrator may require and all notices to be given or documents to be sent to the Plan's administrator shall be

addressed to the Plan's administrator: Paul Rockfeld, Reform Pension Board, 355 Lexington Avenue, New York, New York 10017; and it is further

21. ORDERED, that the Alternate Payee shall not be entitled to Plan benefits which are required to be paid to another alternate payee under another order which on or before the date on which this order is received by the Plan was determined to be a QDRO; and it is further

22. ORDERED, that this QDRO should remain in full force and effect with respect to any successor plan to the Plan; and it is further

23. ORDERED, that the Plan and its sponsor and fiduciaries shall not be responsible for any attorneys fees incurred by the Participant or Alternate Payee in connection with obtaining or enforcing this QDRO and the Alternate Payee shall hold the Plan and its sponsors and fiduciaries harmless from any liabilities which arise from following this QDRO, including all reasonable attorneys' fees which may be incurred by the Participant or Alternate Payee in connection with any claims which are asserted because the Plan honors this QDRO; and it is further

24. ORDERED, that the terms of this Order are to be considered incorporated by reference into the final Decree and Judgment of Divorce as if each and every paragraph herein were specifically set forth therein and shall be enforceable by contempt, as well as all other available remedies; and it is further

25. ORDERED, that this Order shall not be deemed to require the Plan to provide a distribution event which the terms of the Plan do not provide or otherwise allow and, notwithstanding anything contained herein to the contrary, enforcement of this Order is subject to final approval and recognition of this document as a Qualified Domestic Relations Order by the Plan's administrator.

DATED: _____, 20__

ENTER

HON.