

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
\_\_\_\_\_  
COUNTY, OHIO**

\_\_\_\_\_) CASE NO.:  
\_\_\_\_\_)  
Plaintiff, \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_) JUDGE  
and \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Defendant. \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_) QUALIFIED DOMESTIC  
\_\_\_\_\_) RELATIONS ORDER

IT IS HEREBY ORDERED AS FOLLOWS:

**1. Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of the right of the Alternate Payee hereunder to receive a portion of the Participant's benefits payable under the Laborers' District Council and Contractors' Pension Fund of Ohio (the "Plan"), a multi-employer defined benefit pension plan that is qualified and maintained under applicable provisions of the Internal Revenue Code of 1986 (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"), each as amended to date. It is intended that this Order constitute a Qualified Domestic Relations Order ("QDRO") under Code Section 414 (p) and ERISA Section 206(d)(3).

**2. Participant Information.** The name, last known address, Social Security number and date of birth of the "Participant" are as follows:

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

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

Soc. Sec. No.: \_\_\_\_\_

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

The Participant shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order. The Participant designates himself/herself to receive all notices regarding the status of this Order and all matters related thereto.

**3. Alternate Payee Information.** The name, last known address, Social Security number and date of birth of the Alternate Payee are as follows:

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

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

Soc. Sec. No.: \_\_\_\_\_

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

The Alternate Payee shall have the duty to notify the Plan administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order. The Alternate Payee designates himself/herself to receive all notices regarding the status of this Order and all matters related thereto.

**4. Plan Name.** The name of the Plan to which this Order applies is the Laborers' District Council and Contractors' Pension Fund of Ohio, currently located at 800 Hillsdowne Road, Westerville, Ohio 43081 (tel. (800) 236-6437). 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 or any other defined benefit plan, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order.

**5. Pursuant to State Domestic Relations Law.** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of Ohio.

**6. 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 a final order or decree of divorce or dissolution, as the case may be, terminating the marriage of the Participant and Alternate Payee.

**[For Section 7, first paragraph, please use only one of the following Options]**

**7. [Option 1, First Paragraph]: Amount of Alternate Payee's Benefit.** This Order assigns to the Alternate Payee a portion of the Participant's monthly benefit payment equal to \$\_\_\_\_\_ per month.

**7. [Option 2, First Paragraph]: Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee \_\_\_\_\_% of each of the Participant's monthly benefit payment.

**7. [Option 3, First Paragraph]: Amount Assigned to the Alternate Payee:** This Order assigns to the Alternate Payee an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the marital portion of the Participant's accrued benefit under the Plan. The marital portion shall be that part of the Participant's accrued benefit earned during the term of the

marriage (i.e., for this purpose, the period from \_\_\_\_\_, 19\_\_\_\_\_, through \_\_\_\_\_, 19\_\_\_\_\_, inclusive), determined as of \_\_\_\_\_, 19\_\_\_\_\_.

**Post-Retirement Increases:** In addition to the above, the Alternate Payee **[SHALL]** **[SHALL NOT]** receive a **pro-rata share** of any post-retirement increases, cost of living adjustments or other benefit enhancements made to the Participant's benefits, which are thereafter approved by the Board of Trustees of the Plan. Such pro-rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated pursuant to this Section 7.

**Survivorship Entitlements:** Notwithstanding the language set forth above in this Section 7, in the event that the Alternate Payee becomes entitled to a qualified post-retirement survivor annuity under Section 9 of this Order, then the Alternate Payee's right to a share of the Participant's benefits as called for under Sections 7 and 8 of this Order shall be terminated as of the date of the Participant's death, and the qualified post-retirement survivor annuity shall be payable to the Alternate Payee in the amount elected by the Participant on his/her commencement date, in lieu of any other benefits to which he/she may be entitled under the terms of this Order.

**Benefit Limitations.** Notwithstanding the foregoing, the Participant and Alternate Payee understand and agree that Code Section 415 and applicable provisions of the Plan impose maximum benefit payment limitations which may not be exceeded, and testing for such limitations requires aggregation of the Participant's benefit with those assigned to the Alternate Payee hereunder. In the event the aggregated benefits payable under the Plan to both the Participant and Alternate Payee would exceed such limitations, the Participant and Alternate Payee (a) agree to share on a pro rata basis any benefit reduction imposed by the Plan with respect to the Participant's accrued benefit in order to comply with such limitations and (b), accordingly, understand that their respective benefits are subject to possible reduction, prospectively or retroactively, by the Plan in order to comply with such limitations. Any such reductions shall be determined at the time benefit payments commence to the Participant or Alternate Payee, as the case may be, and may thereafter be adjusted to reflect permitted cost-of-living adjustments or other changes required or permitted under the Code and by the Plan.

**8. Commencement Date and Form of Payment to Alternate Payee.** Because the Participant's benefits have commenced, the Alternate Payee's share of the benefits will commence as soon as administratively feasible following the date this Order is approved by the Plan Administrator.

**Benefit Options.** Because the Participant's benefits have commenced, the form of benefit payable to the Alternate Payee shall be based only on the life expectancy of the Participant.

**Disqualifying Employment.** Should payment of the Participant's monthly benefit be suspended due to his return to work in disqualifying employment, payment of the Alternate Payee's monthly benefit amount shall not be suspended but will be revised to

eliminate that proportionate share of any such early retirement subsidy during the period of such suspension and until the Participant once again begins receiving his monthly pension benefit payments and an early retirement subsidy with respect thereto.

**9. Death of the Participant:** No benefits will be paid to the Alternate Payee after the Participant's death unless the Alternate Payee has survivor rights under the form of payment elected by the Participant on the date of his/her retirement.

**10. Death of Alternate Payee.** Should the Alternate Payee predecease the Participant after the Alternate Payee's benefits have commenced, then such remaining benefits, if any, shall revert to the Participant.

**11. Savings Clause.** This Order is not intended, and shall not be construed, in such a manner as to require the Plan: (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan; (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or (c) to require the payment of any benefits 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 Order continue to qualify as a QDRO under Code Section 414(p) and ERISA Section 206(d), as the same may be amended from time to time, and the provisions hereof shall be administered and interpreted in conformity therewith. 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 Code Sections 402(a)(1) and 72, the Alternate Payee 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 such distribution.

**15. Constructive Receipt.** In the event that the Plan inadvertently pays to the Participant any benefits that were to be paid to the Representative Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Representative Payee to the extent that he has received such benefit payments, and shall forthwith pay such amounts so received directly to the Representative 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. The Court shall also retain jurisdiction to enter such further orders

as are necessary to enforce the assignment of benefits payment of the assigned interest to the Representative Payee as set forth herein, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make a further award of support, if applicable, in the event that the Participant fails to comply with the provisions contained above requiring said payments to the Representative Payee.

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

**18. Actions by Participant.** The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant do so, he shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of his actions or inactions and to the extent of her full entitlements hereunder.

**19. Receipt and Approval of This Order by the Plan.** The Alternate Payee or Participant or legal counsel shall (a) be obligated to furnish or cause the Clerk of Court to furnish a certified copy of this Order to the Plan Administrator and shall inform the Plan Administrator of the parties' intent that this Order constitute a qualified domestic relations order under applicable provisions of ERISA and the Code and (b) take such further action as may be necessary to ensure that a prompt determination is made by the Plan Administrator or a court of competent jurisdiction that this Order constitutes a qualified domestic relations order under applicable provisions of ERISA and the Code and that the Plan distributes the assigned interest to the Representative Payee when required to do so pursuant to this Order.

IT IS SO ORDERED.

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JUDGE

Submitted By:

Alternate Payee

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\_\_\_\_\_  
Attorney (Ohio Reg. No. \_\_\_\_\_)  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Participant  
\_\_\_\_\_

\_\_\_\_\_  
Attorney (Ohio Reg. No. \_\_\_\_\_)  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_