

**QDRO TRANSMITTAL LETTER**

\_\_\_\_\_  
*Date*

Board of Trustees  
Northwest Ironworkers Retirement Trust  
P. O. Box 34203  
Seattle, WA 98124

Re: QDRO – \_\_\_\_\_ and \_\_\_\_\_  
*Participant* *Alternate Payee*

Dear Plan Administrator:

Enclosed is a Qualified Domestic Relations Order (“Order”) impacting the benefits under the Northwest Ironworkers Retirement Trust.

This Order is a:  Draft, or  
 Court Certified Copy

As noted in the Order, the social security number and date of birth of the Participant and Alternate Payee will be provided separately. They are as follows:

**Participant**

Participant: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Alternate Payee**

Alternate Payee: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

If further information is needed in connection with this QDRO, please contact

Names: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
*Signature*

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IN THE SUPERIOR COURT OF THE STATE OF \_\_\_\_\_  
IN AND FOR THE COUNTY OF \_\_\_\_\_

IN RE THE MARRIAGE OF:

\_\_\_\_\_,  
Petitioner,

v.

\_\_\_\_\_,  
Respondent.

NO. \_\_\_\_\_

QUALIFIED DOMESTIC RELATIONS  
ORDER

WHEREAS, the Court has jurisdiction over all parties and over the subject matter in this dissolution action; and

WHEREAS, the parties to this Order and Court intend this Order to be a Qualified Domestic Relations Order (hereinafter referred to as “Order” or “QDRO”) as that term is used in the Retirement Equity Act of 1984, as amended, and interpreted in accordance with that Act; and

WHEREAS, the parties have stipulated that the Court shall enter this Order as an Addendum to the Decree of Dissolution of Marriage filed herein on \_\_\_\_\_ (date), NOW, THEREFORE,

IT IS HEREBY ORDERED by the Court as follows:



1 Alternate Payee's benefits shall be paid directly to the Alternate Payee by the Plan.

2 4.2 The Alternate Payee's benefits will cease at the earliest of the  
3 Participant's death or the Alternate Payee's death, provided that (Select option that  
4 corresponds to the retirement type elected at retirement):

5  **SINGLE LIFE BENEFIT.** If the Participant dies prior to payment of the  
6 guaranteed monthly payments, Alternate Payee's benefits will cease at the earlier of payment  
7 of the guaranteed monthly payments, or Alternate Payee's death. If the Alternate Payee  
8 predeceases the Participant, the Alternate Payee's share shall revert to the Participant.

9  **JOINT AND SURVIVOR BENEFIT.** If the Participant predeceases the  
10 Alternate Payee, the Alternate Payee shall be the Participant's sole surviving spouse entitled to  
11 receive the survivor benefit following the Participant's death. If the Alternate Payee  
12 predeceases the Participant, the Alternate Payee's share shall revert to the Participant.

13 4.3 In the event the Participant returns to work after retirement, the  
14 Participant's benefits may be suspended. In such event, the Alternate Payee's benefits shall  
15 also be suspended.

16 **5. Limitations on Order.** Nothing contained in this Order shall be construed to  
17 require the Plan:

18 5.1 To provide for any type or form of benefits, or any option, not  
19 otherwise provided under the Plan at the time benefits commence to the Alternate Payee;

20 5.2 To provide increased benefits (determined on the basis of actuarial  
21 value) not available to the Participant;

22 5.3 To provide benefits to the Alternate, Payee which are required to be  
23 paid to another Alternate Payee under another order previously determined to be a QDRO;  
and

5.4 To provide the payment to the Alternate Payee of benefits forfeited by  
the Participant.

**6. Action to Be Taken.** The Plan Administrator shall be provided with a copy  
of the Order by counsel for the Alternate Payee. Upon receipt, the Plan Administrator shall:

6.1 Immediately notify the Participant and the Alternate Payee of:

6.1.1 The receipt of this Order; and

1                   6.1.2 The Plan's procedures for determining whether this Order is a  
2 QDRO.

3                   6.2 Within a reasonable period of time, determine if this Order is a  
4 QDRO, and notify the Participant and Alternate Payee of such determination.

5                   6.3 Pending determination of a proposed order's status as a QDRO,  
6 separately account within the Plan for the amount ("segregated amounts") which would  
7 have been payable to the Alternate Payee (if this order is established to be a QDRO) during  
8 the determination period, as defined in Internal Revenue Code Section 414(p)(7). No  
9 segregation is necessary if benefits are not payable during the determination period.

10                  **7. Continuing Jurisdiction.** The Court retains jurisdiction over this matter to  
11 amend this order to establish or maintain its status as a QDRO under the Retirement Equity  
12 Act of 1984, as amended.

13                   DONE IN OPEN COURT this \_\_\_\_ day of \_\_\_\_\_. \_\_\_\_\_.

14                   \_\_\_\_\_  
15 JUDGE/COURT COMMISSIONER

16 Presented by:

17 By: \_\_\_\_\_  
18 *Signature*    Petitioner or    Respondent

19 Copy Received, Approved for Entry,  
20 Notice of Presentment Waived:

21 By: \_\_\_\_\_  
22 *Signature*    Petitioner or    Respondent  
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