

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN THE COUNTY OF [COUNTY]

IN RE THE MARRIAGE OF :)	
)	
[PETITIONER'S NAME],)	
)	NO.
Petitioner,)	
)	QUALIFIED DOMESTIC RELATIONS
v.)	ORDER
)	
[RESPONDENT'S NAME],)	
)	
Respondent.)	
_____)	

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 filed with court], NOW, THEREFORE,

IT IS HEREBY ORDERED by the Court as follows:

1. Definitions. The following are the definitions used in this Order:

- | | | |
|-----|------------------------------|---|
| 1.1 | "Participant:" | [Participant's Name] |
| | Address: | [Address] |
| | Date of Birth: | [Month, Day, Year] |
| 1.2 | "Alternate Payee:" | [Alternate Payee's Name] |
| | Relationship to Participant: | [Relationship] |
| | Address: | [Address] |
| | Date of Birth: | [Month, Day, Year] |
| 1.3 | "Retirement Plan" | Carpenters Retirement Plan of
Western Washington |

- | | | |
|-----|--------------------------------------|--|
| 1.4 | “Individual Account Pension Plan” | Carpenters of Western Washington Individual Account Pension Plan |
| 1.5 | “Plan Administrator”

Address: | Board of Trustees
Carpenters Trusts of Western Washington
PO Box 1929
Seattle, WA 98111 |

2. **Division of Marital Property.** This Order hereby creates and recognizes the existence of the Alternate Payee’s rights to receive a portion of the Participant’s benefits under the Carpenters Retirement Plan and the Carpenters Individual Account Pension Plan.

3. **Factual Basis for Order.** This Order is based on the following facts:

- 3.1 Participant is [age] years of age; and
- 3.2 Participant at the time of entry of this Order is not receiving any payment of benefits under the Plans.

4. **Carpenters Retirement Plan of Western Washington.**

4.1 Subject to the provisions in paragraph 4.3, below, for pre-retirement death benefits, Alternate Payee is awarded [indicate %] of the present value of the Participant’s vested benefit in the Retirement Plan accrued from [marriage date] to [separation or divorce date], and calculated as of the Alternate Payee’s benefit commencement date. Alternate Payee is also entitled to any increases on her share of the benefit. The present value and level of benefit payments shall be calculated as the actuarial equivalent as defined by the Plan. Subject further to the provisions in paragraph 4.3, below, Alternate Payee’s benefits shall be segregated into a separate account on behalf of Alternate Payee and payable in the form of a life annuity with 60 monthly payments guaranteed based upon the lifetime of Alternate Payee (i.e., terminates upon the later of Alternate Payee’s death or a total of 60 monthly payments to Alternate Payee and Alternate Payee’s eligible beneficiary).

4.2 Subject to paragraph 4.3 below, Alternate Payee’s benefits shall commence upon application by Alternate Payee at any time after Participant reaches the earliest retirement age under the Retirement Plan, as provided in Internal Revenue Code Section 414(p) (4), but not later than the Participant’s commencement of benefits (other than on a Disability) and not later than the required beginning date under the Retirement Plan. In the case of any payment before Participant has retired, Alternate Payee’s benefits shall not take into account the present value of any employer subsidy for early retirement; however, if Participant takes early retirement following commencement of Alternate Payee’s benefits and receives a subsidized early retirement benefit, the amount payable to Alternate Payee shall be recalculated based prospectively upon the subsidized reduction factors for early retirement, without affecting Participant’s benefits.

4.3 If Participant dies prior to commencement of Alternate Payee’s benefits, and Alternate Payee survives Participant, Alternate Payee shall not be entitled to receive the life annuity

with 60 monthly payments guaranteed. Instead, Alternate Payee shall be Participant's sole surviving spouse for purposes of any pre-retirement death benefits accrued from **[marriage date]** to **[separation or divorce date]**. If Participant dies prior to commencement of Alternate Payee's benefits and Alternate Payee has not survived Participant, pre-retirement death benefits shall be payable to Participant's designated beneficiary. If Alternate Payee dies prior to commencement of her benefits, her benefits shall revert to Participant for payment to Participant pursuant to the terms of the Retirement Plan.

4.4 In the event Participant becomes disabled and is entitled to begin receiving Disability Retirement Income from the Retirement Plan, such benefits are the separate property of Participant and do not affect the disposition of benefits or commencement date of Alternate Payee's benefits.

5. Carpenters of Western Washington Individual Account Pension Plan. A Participant's Individual Account in the Individual Account Pension Plan consists of the Regular Subaccount, the Supplemental Subaccount, and the Rollover Subaccount.

5.1 **[FOR USE IF ALTERNATE PAYEE IS AWARDED A FLAT DOLLAR AMOUNT.]** Alternate Payee is awarded the following amounts from Participant's subaccounts in the Individual Account Pension Plan:

5.1.1 **[\$**] from Participant's Regular Subaccount.

5.1.2 **[N/A**] from Participant's Supplemental Subaccount.

5.1.3 **[N/A**] from Participant's Rollover Subaccount.

Alternate Payee's share of each subaccount will be transferred effective on [indicate date] to a separate account in the Individual Account Pension Plan solely in the name of Alternate Payee. Effective on the date of transfer, Alternate Payee's account shall be valued separately from Participant's Individual Account and be subject to allocation of earnings and expenses separately from Participant's.

5.1 **[FOR USE IF ALTERNATE PAYEE IS AWARDED A PERCENTAGE OF PARTICIPANT'S ACCOUNT.]** Alternate Payee is awarded **[indicate %]** of the Participant's Individual Account Pension Plan (including the Regular Subaccount, Supplemental Subaccount, and Rollover Subaccount) accrued from **[marriage date]** to **[separation or divorce date]**. Alternate Payee's share of the Individual Account will be transferred effective on **[separation or divorce date]** to a separate account in the Individual Account Pension Plan solely in the name of Alternate Payee. Effective on the date of transfer, Alternate Payee's account shall be valued separately from Participant's Individual Account and subject to allocation of earnings and expenses separately from Participant's.

5.2 Alternate Payee's benefits from the Individual Account Pension Plan shall commence upon application by Alternate Payee at any time after Participant reaches the earliest retirement age under the Plan as provided in Internal Revenue Code Section 414(p) (4), but not later

than the required beginning date under the Plan. Consistent with the terms of the Plan, Alternate Payee shall be entitled to select a form of payment and designate a beneficiary for her portion of benefits. If Alternate Payee dies prior to commencement of benefits, the amount in her account shall be payable in the form of a pre-retirement death benefit to Alternate Payee's beneficiary, pursuant to the terms of the Individual Account Plan.

6. Limitations on Order. Nothing contained in this Order shall be construed to require the Plans:

6.1 To provide for any type or form of benefits, or any option, not otherwise provided under the Plans at the time benefits commence to the Alternate Payee;

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

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

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

7. 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:

7.1 Immediately notify the Participant and the Alternate Payee of:

7.1.1 The receipt of this Order; and

7.1.2 The Plans' procedures for determining whether this Order is a QDRO.

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

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

8. Continuing Jurisdiction. The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a QDRO under the Retirement Equity Act of 1984, as amended.

DONE IN OPEN COURT this _____ day of _____, 2005.

JUDGE/COURT COMMISSIONER

Presented by:

[NAME OF ATTORNEY'S OFFICE]

By _____

[NAME OF ATTORNEY]

[WSB# 0000]

Attorney for Respondent

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

[NAME OF ATTORNEY'S OFFICE]

By _____

[NAME OF ATTORNEY]

[WSB# 0000]

Attorney for Petitioner