

**MODEL QDRO LANGUAGE FOR RETIRED MEMBERS
OF THE HIGHWAY PATROL AND PUBLIC EMPLOYEES RETIREMENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF NORTH DAKOTA IN DISTRICT COURT
COUNTY OF _____ JUDICIAL DISTRICT

_____,
Plaintiff,
vs. _____
Defendant
QUALIFIED DOMESTIC
RELATIONS ORDER
Case No.: _____

.....
This Order is intended to meet the requirements of a "Qualified Domestic Relations Order" relating to the North Dakota [{PLANNAME}], hereafter referred to as the "Plan." The Order is made pursuant to N.D.C.C. § [{qu QDROCODE}]. The Order is an integral part of the judgment entered on [{DATEOFDIVORCE}] granting a divorce to the above-entitled parties. [This Order is also drawn pursuant to the laws of the state in which the divorce occurred relating to the equitable distribution of marital property between spouses and former spouses in actions for dissolution of a marriage.] **[OR]** [This Order is drawn pursuant to the laws of the state in which the divorce occurred relating to the provision of child support to a minor child in actions for dissolution of a marriage.]

BACKGROUND INFORMATION

[{MEMBERNAMESSN}] is the participating member whose last known address is [{MEMBERADDRESS}]. The member's date of birth is [{MEMBERDOB}].
[{ALTERNATEPAYEENAMESSN}] is the

DEFINED BENEFIT PLAN

1 alternate payee whose last known address is [{ALTERNATEPAYEEADDRESS}]. The alternate
2 payee's date of birth is [{ALTERNATEPAYEEDOB}].

3 The participating member and the alternate payee were married on
4 [{DATEOFMARRIAGE}].

5 IT IS HEREBY ORDERED THAT:

6 **I. BENEFITS**

7 NOTE: Distribution of benefits must be based on the member's accrued monthly benefit as
8 opposed to the member's account balance or other estimate. The member's accrued
9 monthly benefit can be obtained by contacting the NDPERS office. Please notify NDPERS
10 staff that this information will be used for the purpose of preparing a domestic relations
11 order.

12 Benefits under the plan are distributed as follows: (choose one)

- 13 1. The alternate payee is awarded [%] of the monthly retirement benefit as of
14 [{DATEOFDIVORCE}]. **[OR]**
15 2. The alternate payee is awarded [\$] of the monthly retirement benefit as of
16 [{DATEOFDIVORCE}].

17 **II. TIME OF BENEFIT RECEIPT**

18 The benefits are payable to the alternate payee in the month following receipt of a certified copy of
19 an approved order by the plan or plan administrator as the participating member is currently retired
20 and receiving benefits under the Plan.

21 **III. DURATION OF PAYMENTS TO ALTERNATE PAYEE (Choose one)**

22 NOTE: Choose the appropriate optional language as applicable under the following rules:
23 - Choose option A if the benefits to the alternate payee are to be paid over the alternate
24 payee's life.

DEFINED BENEFIT PLAN

- Choose option B if the benefits to the alternate payee are to be paid over the member's life under the single life annuity option with no surviving spouse annuity benefits upon the member's death OR under one of the plan's term certain and life options with the alternate payee as the survivor beneficiary for continuing annuity payments upon the member's death if the term selected has not expired.

A. OVER LIFE OF THE ALTERNATE PAYEE (Choose one)

1. The payments shall be made to the alternate payee on a monthly basis over the life of the alternate payee and shall cease upon the alternate payee's death. The payment shall be calculated on the basis of a single life annuity and will be actuarially increased or decreased based upon the Plan's assumptions to reflect the life expectancy of the alternate payee.

(Note: In most instances, this actuarial adjustment will result in a reduced benefit)

[OR]

2. The payments shall be made to the alternate payee on a monthly basis over the life of the alternate payee and calculated on the basis of: (Choose one)

(a) a 10-year term certain and life option. **[OR]**

(b) a 20-year term certain and life option.

Upon the alternate payee's death payments will continue to the alternate payee's designated beneficiary under the term certain and life option identified above if the term has not expired.

(Note: In most instances, the actuarial adjustment for a term certain and life option will result in a reduced benefit).

DEFINED BENEFIT PLAN

1 B. OVER THE LIFE OF THE PARTICIPATING MEMBER (Choose one):

2 1. The payments shall be made to the alternate payee on a monthly basis over the life
3 of the participating member and shall cease upon the member's death.

4 **[OR]**

5 2. The payments shall be made to the alternate payee on a monthly basis over the life
6 of the participating member with a continuing monthly annuity payable to the
7 surviving alternate payee after the member's death if the term has not expired. The
8 amount of the payments to the alternate payee will be calculated on the basis of:

9 (Choose one)

10 (a) a 10-year term certain and life option. **[OR]**

11 (b) a 20-year term certain and life option.

12 (Note: In most instances, the actuarial adjustment for a term certain and life option
13 will result in a reduced benefit).

14 **IV. LIMITATIONS OF THIS ORDER** (Note: Order must reflect all provisions of this section).

15 A. This order recognizes the existence of the right of the alternate payee to receive all or a
16 portion of the benefits payable to the participating members as indicated above.

17 B. Nothing contained in this Order shall be construed to require any Plan or Plan
18 administrator:

19 1. To provide to the alternate payee any type or form of benefit or any option not
20 otherwise available to the participating member under the Plan.

21 2. To provide the alternate payee benefits, as determined on the basis of actuarial
22 value, not available to the participating member.

23 3. To pay any benefits to the alternate payee which are required to be paid to another
24 alternate payee under another order previously determined by the Plan
25 administrator to be a qualified domestic relations order.

DEFINED BENEFIT PLAN

1 that changes in the law, the administration of the Plan, or any other circumstances make it
2 impossible to calculate the portion of a distribution awarded to alternate payee by this Order
3 and so notifies the parties, either or both parties shall immediately petition the Court for
4 reformation of the Order.

5
6 SIGNED this _____ date of _____, 20____.

7
8 _____
9 JUDGE PRESIDING