

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

PROBATE & FAMILY
COURT DEPARTMENT
DOCKET NO. _____

Plaintiff

QUALIFIED DOMESTIC RELATIONS ORDER

Defendant

MASSACHUSETTS LABORERS' ANNUITY FUND

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- As a part of the final Judgment in this matter, this Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer (or union) sponsored defined contribution plan which is qualified under Section 401(a) of the Internal Revenue Code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended that this Order constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code, Section 206(d)(3) of ERISA and Chapter 208, Section 34 of the Massachusetts general Laws.
- Participant Information:** The name, last known address, social security number, and date of birth of the "Participant" are:

Name: _____

Address: _____

Social Security Number: PROVIDED ON ADDENDUM. _____

Date of Birth: PROVIDED ON ADDENDUM _____

The Participant is a Member of the Massachusetts Laborers' Local Union # _____ and is a Participant in the Massachusetts Laborers' Annuity Fund.

3. **Alternate Payee Information:** The name, last known address, social security number, and date of birth of the “Alternate Payee” are:

Name: _____

Address: _____

Social Security Number: PROVIDED ON ADDENDUM. _____

Date of Birth: PROVIDED ON ADDENDUM _____

The Alternate Payee is the former spouse of the Participant.

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any change in her mailing address subsequent to the entry of this Order.

4. **Marriage Date:** The Alternate Payee and the Participant were married on:

_____ (date) at _____ (location) _____.

5. **Identification of Plan:** This Order applies to benefits under the Massachusetts Laborers’ Annuity Fund (“Plan”).

Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee’s rights as stipulated under this Order.

6. **Plan Administrator:** For purposes of this Order, “Plan Administrator” shall mean:

Board of Trustees
Massachusetts Laborers’ Annuity Fund
Attention: Louis Mandarin III, Executive Director
1400 District Ave Suite 200
Burlington, MA 01803

7. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the Commonwealth of Massachusetts, specifically, to Chapter 208, Section 34 of the Massachusetts General Laws.

8. **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 Judgment of Divorce Nisi between the Participant and the Alternate Payee, dated _____ (Absolute _____).

9. **Amount of the Alternate Payee’s Benefit:** The Order assigns to the Alternate Payee an amount equal to _____ (*insert percentage or exact dollar amount*) from the

Participant's total account balance accumulated under the Plan as of _____
(insert date of parties' divorce or date reached by agreement of the parties). It is understood that such assignment to the Alternate Payee shall not exceed the Total Account balance reduced by any outstanding loans (if any such loans exist). The Alternate Payee's portion of the benefits described above shall be segregated and separately maintained in an account established on her behalf and [shall] or [shall not] be additionally credited with any investment income and any investment gains (or losses) attributable thereon from _____
_____ (insert date of parties' divorce or date reached by Agreement of the parties).

Until the date of total distribution to the Alternate Payee, the Alternate Payee shall have the same rights with respect to the management of her account as does any other Plan participant.

10. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects, she shall be paid her benefits as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan Administrator, or at the earliest date permitted under the terms of the Plan if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan except in the form of a qualified joint and survivor annuity with a subsequent spouse.

11. **Death of Alternate Payee:**

Note to drafter: There are two choices:

[In the event of the Alternate Payee's death prior to her receiving the full amount of benefits called for under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator, shall receive the remainder of any unpaid benefits under the terms of this Order, and in accordance with the benefit option selected by the Alternate Payee. If the Alternate Payee has not designated any such beneficiary(ies), then the remainder of any unpaid benefits shall be paid to the estate of the Alternate Payee.]

or

[In the event of the death of the Alternate Payee prior to commencement of payment of benefits, or receiving the full amount of benefit called for under the Order, benefits shall revert back to the Participant.]

12. **Death of the Participant:** In the event the Participant dies prior to the establishment of a separate account in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of the Alternate Payee's benefits called for under Paragraph 9 of this Order. Should the Participant predecease the Alternate Payee after the new account has been established on her behalf, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the Participant's benefits stipulated herein.

13. **Limitations:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:

- (a) to pay any type or form of benefit, or any option not otherwise provided for under the Plan;

- (b) to provide increased benefits (determined on the basis of actuarial value); or
 - (c) to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another Order previously determined to be a Qualified Domestic Relations Order.
14. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the QDRO at the time the benefits become payable.
 15. **Tax Treatment of Distribution Made under This Order:** The Alternate Payee shall include all of her retirement benefits if, as and when received, in her gross taxable income. For purposes of Sections 72 and 402(a)(1) of the Internal Revenue Code, the Alternate Payee shall be treated as a distributee of any distribution or payment made to said Alternate Payee under this Order. Said retirement benefits, when paid, shall not be taxable income or a deduction on the Participant's tax returns.
 16. **Constructive Receipt:** In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that he has received such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.
 17. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a Qualified Domestic Relations Order. In the event this Order is held not to be a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Internal Revenue Code and ERISA Section 206(d), the parties hereby agree to submit to and request this Probate Court or a Court of competent jurisdiction, to make it a Qualified Domestic Relations Order in such manner that will reflect the parties' intent as herein expressed and thereafter to enter an order modifying the Qualified Domestic Relations Order entered by the Court, said Modification Order to be entered nunc pro tunc, if appropriate.

18. **Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.

SO ORDERED

Dated: _____

Justice, Probate and Family Court Department

Division

Plaintiff

Defendant

Date: _____

Date: _____

Massachusetts Laborers' Benefit Funds

1400 District Ave Suite 200

Mail to: P O BOX 1501, Burlington, MA 01803

Telephone: 781-272-1000 www.mlbf.org Fax: 781-272-2226

RE: Letter of Instruction for QDROs

To Whom It May Concern:

We will recommend using the services of an attorney to complete the enclosed QDRO.

Pension & Annuity Qualified Domestic Relations Orders (QDROs) are made available on our website: www.mlbf.org* so that both parties in the divorce may follow the language to save both time and money. Be advised that not using our pre-approved drafts may result in an additional fee for services assessed on these accounts. Completed Drafts must be sent to the address below for pre-approval, before submitting them for a judge's signature. This is to the drafting party's advantage, as incorrect QDROs must be corrected and resubmitted to the court.

Select the QDRO as per the divorce agreement, and submit them for review by our attorney.

Send the completed drafts to:

ATTN: Miranda Jones, Esq.
O'Reilly, Grosso, Gross & Jones, P.C
1661 Worcester Rd Suite 403
Framingham MA 01701-5400

Or via email: [Miranda Jones mjones@ogglaw.com](mailto:Miranda.Jones@mjones@ogglaw.com)

Upon review, QDRO(s) are returned to the same attorney for submission to the court. Once signed, the completed QDRO(s) are delivered to our office for final approval and implementation, be sure to **include the Addendum** containing the dates of birth and Social Security numbers, as we need them to establish the Alternate Payee account, and debit the correct Member.

SUMMARY PLAN DESCRIPTIONS (SPDs) are also available on the website.

*You will find QDROs and SPDs for each fund. Click on the name of the required fund, click again on "Forms and Resources" to view the relevant QDRO document, and SPD.

Finally, if the Social Security numbers appear on an addendum, be sure to forward the same to the Fund office with the draft and/or signed copy, email preferred.

Pension & Annuity Dept.