

Disclaimer:

This sample domestic relations order has been provided to you in accordance with your request. By complying with such request, the Plan is by no means providing legal advice. The information below is meant to serve only as a guideline in creating a domestic relations order.

DOMESTIC RELATIONS ORDER (DRO) RELATING TO PENSION BENEFITS

This order is intended to apportion benefits relating to the El Paso Firemen & Policemen's Pension Fund ("the Plan") between the parties named herein. This Order is an integral part of the Decree of Divorce signed on [DATE OF DIVORCE DECREE]. In compliance with those requirements, the following is specified:

1. This domestic relations order assigns a portion of the benefits payable under the Plan to [NAME OF ALTERNATE PAYEE] in recognition of his/her marital rights in [NAME OF PARTICIPANT]'s benefits payable under the Plan.
2. Participant in the Plan is [NAME OF PARTICIPANT], whose last known mailing address is [PARTICIPANT'S ADDRESS], whose birth date is [BIRTH DATE], and whose Social Security Number is [SOC. SEC. NUMBER].
3. Alternate Payee is [NAME OF ALTERNATE PAYEE], whose last known mailing address is [ALTERNATE PAYEE'S ADDRESS], whose birth date is [BIRTH DATE], and whose Social Security Number is [SOC. SEC. NUMBER]. Participant and Alternate Payee became married on [DATE OF MARRIAGE].
4. As part of a just and right division of the estate of the parties, Alternate Payee is hereby awarded a portion of any benefits payable with respect to Participant which Participant, or Participant's designated beneficiary, surviving spouse, or estate may become entitled to receive from the Plan, by way of a return of accumulated contributions or by way of any annuity that may become payable as a result of Participant's participation in the Plan, such portion to be determined by *{EITHER ONE OF THE FOLLOWING}*

*{OPTION 1 – If the date of this order is **before** the date of the Participant's retirement, select the following}*

multiplying [PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at [DATE OF THIS ORDER] and the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at [DATE OF MARRIAGE], and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at [DATE OF THIS ORDER], and multiplying that product by the value of the benefit that would be payable to Participant or Participant's designated beneficiary, surviving spouse or estate by the Plan, as if the Participant were eligible to receive such benefit on the [DATE OF THIS ORDER].

*{OPTION 2 – If the date of this order is **after** the date of the Participant's retirement, select the following}*

multiplying [PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any

accumulated vacation and sick leave) of the Participant under the Plan at [DATE OF THIS ORDER] and the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan at [DATE OF MARRIAGE] and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Participant under the Plan, and multiplying that product by the value of the benefit that would be payable to Participant or Participant's designated beneficiary, surviving spouse or estate by the Plan on [DATE OF THIS ORDER].

5. The award to the Alternate Payee under paragraph four (4) of this order is expressly made subject to the following provisions:
 - (a) This order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
 - (b) This order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
 - (c) This order shall not be interpreted in any way to require the Plan to pay any benefits to (an/any) Alternate Payee named in this order which are required to be paid to another alternate payee under another order previously determined to be a domestic relations order.
 - (d) This order shall not be interpreted in any way to require the payment of benefits to the Alternate Payee before retirement of the Participant, the distribution of a withdrawal of contributions to the Participant as authorized by the statutes governing the Plan, or other distribution to the Participant required by law.
 - (e) This order shall be interpreted to require that, in the event of Participant's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (f) This order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of the Participant's death, or to require the selection of a particular benefit payment or option.
 - (g) In the event that, after the date of this order, the amount of any benefit otherwise payable to Participant is increased as a result of amendments to the law governing the Plan, Alternate Payee shall receive a proportionate part of such increase unless such an order would disqualify this order under the rules the Plan has adopted with regard to domestic relations orders.
 - (h) In the event that, after the date of this order, the amount of any benefit otherwise payable to Participant is reduced by law, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (i) If, as a result of Participant's death after the date of this order, a payment is made by the Plan to Participant's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Participant's length of employment or accumulated contributions with the Plan, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and alternate Payee shall have no interest in such death benefit.
 - (j) In lieu of paying Alternate payee the interest awarded by this order, the Plan may pay the Alternate Payee an amount that is the actuarial equivalent of (1) an annuity payable in equal monthly installments for the life of the Alternate Payee, or (2) a lump sum.

(k) All payments to Alternate Payee under this order shall terminate upon Alternate Payee's death or at such earlier date as may be required as a result of the retirement option selected by Participant.

6. All benefits payable under the Plan other than those payable under Paragraph four (4), above, to Alternate Pay shall be payable to Participant in such manner and form as Participant may elect in (his/her) sole and undivided discretion, subject only to Plan requirements.
7. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, and to promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form W-2P or Form 1099R on any direct payment made to the Alternate Payee.
8. Participant is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant is ORDERED to pay the benefit defined in this paragraph directly to Alternate Payee within three days after receipt by participant. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.
9. The Court retains jurisdiction to amend this order so that it will constitute a domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

Signed this _____ day of _____, 20_____.

JUDGE PRESIDING

APPROVED:
