

1 benefit as defined herein.

2 5. The parties acknowledge and agree that the Alternate Payee is subject to all of
3 the provisions of the plan document governing the Thrift Plan, as may be amended from time
4 to time, including plan restrictions prohibiting the assignment, transfer or alienation of the
5 funds awarded to the Alternate Payee under this Order.

6 6. The Participant and the Alternate Payee were legally joined in marriage on
7 _____. On _____, this Court entered a Judgment for Dissolution of
8 Marriage pursuant to State domestic relations law as it relates to the provision of marital
9 property rights for the Alternate Payee, who is a former spouse.

10 ALTERNATIVE PARAGRAPH 6

11 6. The Participant and the Alternate Payee were legally joined in marriage on .
12 _____. On _____, this Court entered a Judgment for Dissolution of
13 Marriage pursuant to State domestic relations law ending the marriage of the Participant and
14 the Alternate Payee as of _____. On _____ this court entered a Judgment on
15 Reserved Issues relating to marital property rights for the Alternate Payee, who was the
16 former spouse of the Participant.

17 7. The name, last known address, social security number and date of birth of the
18 Participant are:

19 Name: _____

20 Address: _____

21 _____

22 Social Security Number: [may be provided under separate unfilled cover letter for privacy purposes]

23 Date Of Birth: _____

24 8. The name, last known address, social security number and date of birth of the
25 Alternate Payee are:

26 Name: _____

27 Address: _____

28 _____

1 Social Security Number: [may be provided under separate unfilled cover letter for privacy purposes]
2 Date Of Birth: _____

3 9. The Participant and Alternate Payee shall notify the Thrift Plan in writing of
4 any changes in their mailing address subsequent to the entry of this Order.

5 10. The Alternate Payee is hereby entitled to receive an amount equal to __ [state
6 as percentage or specific dollar amount] __ of the community interest in the Participant's
7 Thrift Plan as of _____ [date of separation; date Order executed by Court; date Judgment of
8 Dissolution of Marriage is entered] __ including a pro rata share of any gains or losses
9 associated with the awarded community interest to the date of distribution (hereinafter
10 referred to collectively as "awarded funds").

11 11. The Alternate Payee shall have no interest in the balance of the Participant's
12 account not awarded to the Alternate Payee.

13 12. The parties agree to arrange for and execute all forms necessary for the Thrift
14 Plan Administrator to establish an account and commence payments to the Alternate Payee
15 in accord with the terms of this Order and applicable requirements of the Thrift Plan and/or
16 IRC section 401(k).

17 13. The Alternate Payee shall receive an immediate distribution of the awarded
18 funds. The Alternate Payee may elect to receive the distribution as a lump sum payment or
19 "rollover" the distribution to an Individual Retirement Account (IRA) or another qualified
20 plan in accord with and as permitted by the terms of the respective plans.

21 14. The Participant and Alternate Payee acknowledge and agree that the Alternate
22 Payee is responsible for payment of Federal and State taxes that come due upon distribution
23 of the awarded funds. The Thrift Plan will issue a "1099R" to the Alternate Payee in the
24 months following the year in which a distribution occurs.

25 15. This QDRO does not require the Thrift Plan to provide any type or form of
26 benefit, or any benefit option, not otherwise provided under the Thrift Plan.

27 16. This QDRO does not require the Thrift Plan to provide benefits in excess of the
28 value of the Participant's account balance, determined as of the valuation date as described

1 above.

2 17. This QDRO does not require the Thrift Plan to provide benefits to the
3 Alternate Payee which are required to be paid to another alternate payee under another order
4 previously determined to be a QDRO.

5 18. The Court shall retain jurisdiction with respect to this Order to the extent
6 required to maintain its status as a QDRO.

7
8 DATED: _____
9 _____, Participant

10 DATED: _____
11 _____, Attorney for _____

12 DATED: _____
13 _____, Alternate Payee

14 DATED: _____
15 _____, Attorney for _____

16
17 **IT IS SO ORDERED:**

18
19 DATED: _____
20 _____
21 JUDGE OF THE SUPERIOR COURT

22
23
24 document1