

NO. [CAUSE NUMBER]

IN THE MATTER OF
THE MARRIAGE OF

[PETITIONER'S NAME]
AND
[RESPONDENT'S NAME]

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IN THE DISTRICT COURT

OF [COUNTY] COUNTY, TEXAS

[COURT JUDICIAL DISTRICT]

QUALIFIED DOMESTIC RELATIONS ORDER

This Qualified Domestic Relations Order (the "Order") is intended to meet the requirements for a "qualified domestic relations order", within the meaning of Chapter 804 of the Texas Government Code, relating to the AUSTIN FIREFIGHTERS RELIEF AND RETIREMENT FUND, hereinafter called the "Plan" or the "Fund". This Order is an integral part of the Decree of Divorce signed on [DATE OF DIVORCE DECREE] (the "Date of Divorce"). In compliance with those requirements, the following is specified:

1. This 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], whose last known mailing address is [ADDRESS] and whose birth date and Social Security Number will be provided to the Plan under separate cover.

3. Alternate Payee is [NAME], whose last known mailing address is [ADDRESS] and whose birth date and Social Security Number will be provided to the Plan under separate cover.

4. Participant and Alternate Payee became married on [DATE OF MARRIAGE] (the "Date of Marriage").

5. Except as otherwise provided under Paragraph 6, 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 surviving spouse, beneficiary, or estate may become entitled to receive from the Plan, by way of a return of accumulated contributions, a monthly annuity benefit, or any other payment or benefit that may become payable as a result of Participant's participation in the Plan, such portion to be determined by (*select one of the following formulas*):

OPTION 1: multiplying [ONE-HALF, or OTHER FRACTIONAL COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is all accumulated contributions deposited to Participant's individual account with the Plan earned by Participant between the Date of Marriage specified under Paragraph 4 and [DATE OF DIVISION] (the "Date of Division"), and the denominator of which is the total of all contributions heretofore or hereafter made by Participant to Participant's individual account with the Plan (together with all accumulated interest thereon), and then multiplying that product by the benefit that would otherwise be payable to Participant or Participant's surviving spouse, beneficiary, or estate by the Plan.

OPTION 2: multiplying [ONE-HALF, or OTHER FRACTIONAL COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the amount of credited service with the Plan earned by Participant between the Date of Marriage specified under Paragraph 4 and [DATE OF DIVISION] (the "Date of Division"), and the denominator of which is the amount of credited service by Participant under the Plan, and then multiplying that product by the benefit that would otherwise be payable to Participant or Participant's surviving spouse, beneficiary, or estate by the Plan.

6. Notwithstanding any benefits awarded to Alternate Payee under Paragraph 5, Alternate Payee is hereby awarded a portion of Participant's Deferred Retirement Option Plan ("DROP") account (if any) in accordance with the following (*select one of the following*):

OPTION A: [PERCENTAGE]% of the Participant's DROP account; **OR**

OPTION B: \$[DOLLAR AMOUNT] of the Participant's DROP account, or if the balance of the Participant's DROP account is less than such amount, the entire balance of the Participant's DROP account; **OR**

OPTION C: Alternate Payee is not entitled to any portion of Participant's DROP account.

7. The award to Alternate Payee under Paragraph 5 and/or Paragraph 6 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 the Alternate Payee named in this Order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
- (d) This Order shall not be interpreted in any way to require the payment of benefits to the Alternate Payee before the 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) If the Plan provides for a reduced benefit upon “early retirement”, 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 plan 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 qualified 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 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) If the board of trustees of the Plan has by rule provided that, in lieu of paying an alternate payee the interest awarded by a qualified domestic relations 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, then and in that event, the Plan is authorized to make such a payment under this Order.

(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.

8. All benefits payable under the Plan other than those payable under Paragraph 5 and/or Paragraph 6, above, to Alternate Payee shall be payable to Participant in such manner and form as Participant may elect in Participant's sole and undivided discretion, subject only to Plan requirements.

9. 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 Alternate Payee.

10. 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.

11. The Court retains jurisdiction to amend this Order so that it will constitute a qualified 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 _____, _____.

JUDGE PRESIDING

APPROVED:

[SIGNATURES OF PARTIES AND COUNSEL, AS APPROPRIATE]

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Statement of Confidential Information

THIS FORM SHOULD NOT BE FILED WITH THE QDRO IN THE COURT FILES. HOWEVER, THIS PAGE MUST BE SUBMITTED ALONG WITH A CERTIFIED COURT COPY OF THE ORDER TO THE PLAN FOR ACCEPTANCE.

The information below was not included in the attached Order for the purpose of securing the parties' confidential information:

Parties' Information:

Name	Date of Birth	Social Security No.
_____	_____	_____
Name of Participant		
_____	_____	_____
Name of Alternate Payee		

**DO NOT FILE THIS DOCUMENT WITH THE DISTRICT CLERK'S
OFFICE**