

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

_____ AND

AND IN THE INTEREST OF

(A) CHILD(REN)

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**QUALIFIED DOMESTIC RELATIONS ORDER
FOR THE LAREDO FIREFIGHTERS RETIREMENT SYSTEM***

This order is an integral part of the Decree of Divorce signed in this case on _____ . This order is intended to meet the requirements for a "Qualified Domestic Relations Order" in accordance with the provisions of Vernon's Texas Codes Annotated, Government Code, Title 8, Subtitle A, Chapter 804, Subchapter A, with the exception of Section 804.004, and Subchapter C, relating to the Laredo Firefighters Retirement System, called "the Plan" in this order. In compliance with those requirements, the Court specifies, finds, and ORDERS as follows:

1. This qualified 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 birth date is ___-___-___, whose Social Security number is ___-___-___, and whose last known mailing address is:

_____ (NAME)
_____ (STREET)
_____ (CITY/STATE/ZIP)

3. Alternate Payee is _____ (NAME OF ALTERNATE PAYEE), whose birth date is ___-___-___, whose Social Security number is ___-___-___, and whose last known mailing address is:

_____ (NAME)
_____ (STREET)
_____ (CITY/STATE/ZIP)

Participant and Alternate Payee were married on ___-___-___ (the "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 benefits payable with respect to Participant. Such benefits include:

(a) the monthly retirement benefit, the monthly early retirement benefit, the monthly disability benefit or the monthly vested termination benefit payable to Participant;

(b) the monthly death benefit, if any, payable to Participant's surviving spouse;

(c) a refund of Participant's contributions to the Plan upon Participant's employment termination; or

(d) a refund upon Participant's death or Participant's surviving spouse's death of the excess, if any, of Participant's contributions to the Plan over any benefits paid from the Plan.

Alternate Payee shall not be entitled to any lump sum death benefit payable from the Plan that does not relate to Participant's pay or service with the Plan, or any monthly death benefit payable to Participant's surviving children.

5. The portion of any monthly benefit payable to Participant as described in paragraph 4(a) and 4(b) awarded to Alternate Payee shall be determined by multiplying such monthly benefit by a fraction, which fraction shall be calculated by multiplying (a) times (b) times (c) and dividing by (d), where:

(a) equals _____ (THE COURT-SPECIFIED FRACTION OF THE COMMUNITY-PROPERTY INTEREST, SUCH AS ONE-HALF),

(b) equals a fraction which is _____, where the numerator is _____ years _____ months, which is the amount of credited service with the Plan earned by Participant between the Date Of Marriage and _____ (the "Property Division Date") and the denominator is _____ years _____ months, which is the total amount of credited service with the Plan on the Property Division Date.

(c) equals Participant's accrued monthly benefit of \$_____ on Property Division Date, even if Participant does not have the age or credited service to be eligible to receive a service retirement benefit on the Property Division Date and even if the average salary must be calculated with fewer months than specified in the Plan. The accrued benefit is the benefit based on Participant's pay and service as of the Property Division Date. The accrued benefit is also based on the plan provisions in effect on the Property Division Date.

(d) equals Participant's accrued normal retirement benefit determined as of the date of Participant's employment termination, (i.e. before any adjustment for early retirement, disability retirement or Participant's election of an optional form of payment).

6. The portion of the refund of Participant's contributions payable as described in paragraph 4(c) and 4(d) hereof awarded to Alternate Payee shall be determined by multiplying such refund by a fraction, which fraction will be calculated by multiplying (a) times (b) and dividing by (c) where:

(a) equals _____ (THE COURT-SPECIFIED FRACTION OF THE COMMUNITY-PROPERTY INTEREST, SUCH AS ONE-HALF),

(b) equals \$_____ which is the amount of Participant's accumulated contributions (without interest) between the last day of the pay period immediately preceding the Date of Marriage and the last day of the pay period immediately preceding the Property Division Date.

(c) equals Participant's total accumulated contributions (without interest) at the date of Participant's employment termination.

7. The award to Alternate Payee under paragraph 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 the Alternate Payee named in this order that 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 Alternate Payee before the retirement of Participant, the death of Participant before retirement, or the distribution of a withdrawal of contributions to Participant as authorized by the statutes governing the Plan.

(e) If the Plan provides for a reduced benefit on "early retirement", this order shall be interpreted to require that, if Participant retires before normal retirement age, the benefits payable to Alternate Payee shall be based on the reduced benefit.

(f) In the event that the Participant becomes disabled following the divorce and the disability retirement benefit payable to the Participant is subsequently reduced or terminated, the benefits payable to the Alternate Payee shall be based on the reduced benefit or terminated, as the case may be.

(g) This order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of Participant's death or to require the selection of a particular benefit payment plan or option.

(h) In the event that, after distribution of a benefit to Participant has begun, the amount of the benefit payable to Participant is increased as a result of amendments to the Plan, Alternate Payee shall be entitled to a share of such increase, which shall be proportionate to Alternate Payee's interest in the total normal retirement benefit Participant is entitled to receive as of the date of retirement.

(i) If, after the date of this order, the amount of any benefit otherwise payable to Participant is reduced by law or amendments to the Plan, the portion of benefits payable to Alternate Payee shall be reduced proportionately to Alternate Payee's interest in the total normal retirement benefit Participant is entitled to receive as of the date of retirement.

(j) If, as a result of a 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 that does not relate in any way to Participant's length of employment or accumulated contributions to the Plan but is, rather, purely a death benefit payable as

a result of employment or retired status at the time of death, no portion of that payment is community property, and Alternate Payee shall have no interest in that death benefit.

(k) All benefit payments to Alternate Payee under this order shall terminate on the earlier of (i) Alternate Payee's death or (ii) the later of Participant's death or Participant's surviving spouse's death if the surviving spouse is receiving a monthly benefit.

8. All benefits payable under the Plan other than those payable to Alternate Payee under paragraph 4 above shall be payable to Participant in the manner and form that Participant elects in _____ (HIS/HER) sole and undivided discretion, subject only to Plan requirements. Paragraph 9 hereof shall govern with respect to the amount of benefits payable to Participant and Alternate Payee in the event the RETRO DROP benefit is elected by Participant in accordance with Sections B.6, B.7 and B.8 of the Plan. Benefits payable to Participant or on behalf of Participant from the Plan will be reduced by the amount of any such benefits payable to Alternate Payee.

9. If Participant elects the RETRO DROP benefit, the portion of the monthly retirement benefit payable to Alternate Payee is calculated in accordance with paragraph 5 above. No payment of Alternate Payee's monthly benefit will be made prior to Participant's termination of employment in conjunction with Participant's RETRO DROP election. In addition to such monthly benefit, Alternate Payee is also entitled to a portion of any accumulated lump sum described below which has not been paid to Participant prior to the

Property Division Date, that is provided by the Plan's RETRO DROP provisions, which shall be an amount equal to [the sum of (a) plus (b)] multiplied by (c) where:

(a) equals the total of the monthly benefits calculated in accordance with paragraph 5 above accumulated in accordance with Section B.7(b)(ii) of the Plan beginning on the later of (i) Participant's RETRO DROP benefit calculation date and (ii) the Date of Marriage.

(b) equals any accumulated contributions (without interest) calculated in accordance with Section B.7(b)(i) of the Plan made by Participant to the Plan during the RETRO DROP accumulation period while married multiplied by (i) the fraction set out in paragraph 5(a) and (ii) the fraction set out in paragraph 5(b), and

(c) equals a fraction where the numerator is the amount of the RETRO DROP lump sum to which Participant is entitled which has not yet been paid to Participant as of the Property Division Date, and the denominator is the total amount of Participant's RETRO DROP lump sum payable upon termination of employment. If the Property Division Date is prior to Participant's date of termination of employment with the City of Laredo, the fraction will equal 1.0.

10. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, provided that any nontaxable portion of Participant's total accrued benefit shall be apportioned to Alternate Payee in the same proportion as the amount of Alternate Payee's benefit bears to the amount of Participant's total benefit (before reduction for Alternate Payee's benefit). Alternate Payee is ORDERED 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.

11. 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 of receipt by Participant. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.

12. 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.

13. This Order is effective with respect to the Plan upon the delivery of a certified copy of same to the Plan Administrator. Payments to the Alternate Payee by the Plan shall commence as soon as administratively feasible. It is the sole responsibility of Participant to remit to Alternate Payee any and all amounts awarded hereunder to Alternate Payee and paid by the Plan to Participant prior to the date this Order is effective with respect to the Plan.

SIGNED on _____.

JUDGE PRESIDING

APPROVED:

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