

1 {Name}
2 {Address}
3 {City, State Zip Code}
4 {Telephone Number}

5 *PLAINTIFF/DEFENDANT IN PROPER PERSON*

6
7
8 DISTRICT COURT, FAMILY DIVISION

9 _____, NEVADA

10
11
12 _____,

13 Plaintiff,

14 vs.

15
16 _____,

17 Defendant.

11)
12)
13) CASE NO.:
14) DEPT. NO.:
15)
16)
17)
18)
19)

20 **DOMESTIC RELATIONS**
21 **ORDER FOR SUPPORT**

22 **IDENTIFICATION OF PARTIES**

23 1. Participant: _____, hereinafter
24 referred to as "Participant," has the following date of birth and current address:

25 DATE OF BIRTH: _____

26 ADDRESS: _____

27
28 ///

1 payments as more fully set forth below.

2 6. The Plan shall allocate part or all of the Participant's Prior Service Credits
3 and/or Pension Credits accumulated by the Participant to the [****Alternate Payee (Child)**
4 *or Alternate Payee (Spouse)*] and shall assign to the [****Alternate Payee (Child) or**
5 *Alternate Payee (Spouse)*] the right to receive pension benefits based upon the [****child**
6 *and/or spousal) **insert only applicable type of support payments that you are*
7 *seeking***] support payments.

8 **ASSIGNMENT OF PERIODIC BENEFIT PAYMENTS**

9 *[In 7 below, choose one of two options]*

10 [**** Option 1 -- IF PARTICIPANT HAS RETIRED**]

11 7. The Participant has commenced receiving or applied to receive pension
12 benefits in the amount of \$ _____ per month.

13 [****Option 2 -- IF PARTICIPANT HAS NOT RETIRED**]

14 7. The Participant has not commenced receiving or applied to receive
15 benefits, but is vested and eligible to receive benefits.

16 8. The Plan shall assign the following amounts from the monthly benefits
17 otherwise payable to the Participant:

18 [****CHOOSE WHICHEVER APPLIES**]

- 19 a. \$ _____ per month current child support
- 20 b. \$ _____ per month child support arrearages
- 21 c. \$ _____ per month current spousal support
- 22 d. \$ _____ per month spousal support arrearages

23 **Total monthly support obligations of \$ _____**

24 9. If the total monthly support obligation **exceeds fifty percent (50%)** of
25 Participant's monthly benefit, the Plan shall assign **only fifty percent (50%)** of the
26 Participant's monthly pension to the [*Alternate Payee (Child) or Alternate Payee*
27 *(Spouse).*]

28 ///

1 13. This order does not amend or replace any existing assignment under a
2 previous qualified domestic relations order issued with respect to any Alternate Payee
3 named herein.

4 **COMMENCEMENT OF SUPPORT PAYMENTS**

5 14. Payments shall commence to Alternate Payee on the first month after
6 approval by the Trustees of this order as a qualified domestic relations order, and the
7 earlier of a) the Participant is receiving benefits or has applied to receive benefits, or b)
8 at any time Alternate Payee elects but not earlier than benefits could commence to
9 Participant under the Plan.

10 **FORM OF BENEFIT PAYMENTS**

11 *[In 15 below, choose one of two options]*

12 *[IF PARTICIPANT HAS BEGUN RECEIVING BENEFITS]*

13 15. If the Participant has begun receiving benefits or applied to receive
14 benefits when this order is approved by the Plan, the Alternate Payee shall receive
15 pension benefits in the form that such benefits are being paid to the Participant.

16 *[IF THE PARTICIPANT HAS NOT BEGUN RECEIVING BENEFITS]*

17 15. If the Participant has not yet begun receiving pension benefits or applied
18 to receive benefits when this order is approved by the Plan, then the form of benefits
19 payable to the Alternate Payee shall be in the form of a single life annuity. The
20 Alternate Payee (Spouse) shall reject the Qualified Joint and Survivor Annuity in the
21 manner prescribed by Article VII, Section 2, of the Plan. The Alternate Payee (Spouse)
22 shall be deemed the spouse of the Participant for purposes of the rejection specified in
23 Article VII, Section 2, of the Operating Engineers Pension Plan.

24 16. If an Alternate Payee begins receiving pension benefits pursuant to this
25 order before the Participant attains age 62, the Alternate Payee's monthly amount shall
26 not exceed the amount actuarially equivalent at the Participant's current age to the
27 amount the Participant would have received at age 62. For this purpose, the actuarial
28

1 equivalent reduction shall be one half of one percent (.5%) for each month by which the
2 Participant's age precedes age 62.

3 **TERMINATION OF ASSIGNMENT OF BENEFITS**

4 17. Determining when the assignment of pension benefits to Alternate Payee
5 terminates shall be the responsibility of the Participant and Alternate Payee only. No
6 responsibility or obligation in any manner whatsoever shall be incurred by the Plan.

7 18. Payment of support from the Plan to the Alternate Payee shall cease on
8 the first of the month after the earliest of the following events:

9 a. The Plan has received a further order of the court which terminates
10 such payment;

11 b. The Plan has received written notice of Participant's death and a
12 certified copy of the death certificate;

13 c. The Plan has received written notice of Alternate Payee's death and
14 a certified copy of the death certificate.

15 d. The Plan has received notarized written notice from the Alternate
16 Payee to terminate such payment.

17 **GENERAL PROVISIONS**

18 19. The Participant and Alternate Payee(s) shall each keep the Plan notified of
19 his or her mailing address.

20 20. This order is entered pursuant to §2610 of the California Family Code and
21 following approval by the Plan shall constitute a qualified domestic relations order as
22 established by P.L. 98-397, the Retirement Equity Act of 1984 ("REA") and set forth in
23 §206(d) of the Employee Retirement Income Security Act of 1974 as amended
24 ("ERISA") [29 U.S.C. § 1056] and §414(p) of the Internal Revenue Code of 1986 as
25 amended ("IRC").

26 21. This order shall affect the support interest of the Alternate Payee(s) in the
27 Participant's pension. All of the remaining interest in the Participant's pension benefits,
28 if not required to be paid under another order approved as a qualified domestic relations

1 order, shall be paid in accord with the rules of the Operating Engineers Pension Plan
2 without regard to this order.

3 22. Except as expressly provided for in this order, the interest in the pension
4 benefits of the Participant and the Alternate Payee(s) named in this order shall not be
5 assigned or alienated, and all rights with respect to pension benefits described in this
6 order shall exist and shall terminate in accordance with the rules of the Operating
7 Engineers Pension Plan.

8 23. Nothing herein shall be construed to require the Plan to provide the
9 following:

10 a. any type or form of benefit, or any option, not otherwise provided
11 under the Plan;

12 b. increased benefits (determined on the basis of actuarial value), over
13 that which would otherwise be payable under the Plan in the absence of this order; or

14 c. benefits to an Alternate Payee which are required to be paid to
15 another alternate payee under another order previously determined under this Plan to be
16 a qualified domestic relations order as that term is defined in Section 1056(d)(3)(B) of
17 Title 29 of the United States Code.

18 24. No provision in this Order shall be construed to require the Plan, the
19 Administrator of the Plan, or any trustee or other fiduciary with respect to the Plan to
20 take any action which is inconsistent with any provision of the Plan as now in effect or
21 hereafter amended, or make any payment or take any action which is inconsistent with
22 any federal law, rule, regulation or applicable judicial decision.

23 25. Notwithstanding any other provision of this order, in the event that the
24 Participant, the Alternate Payee(s) or another person claiming to derive rights to
25 benefits from any such person, shall make a claim which the Trustees determine to be
26 inconsistent with the terms of this order or the terms of the Plan, the Trustees may
27 forthwith cease payments to all or any persons otherwise entitled thereto under this
28 order pending resolution of said claim and may take such further action as is permitted

1 under the rules of the Plan and applicable federal law, including Section 1056(d) of
2 Title 29 of the United States Code.

3 26. Income Tax Consequences.

4 a. Child Support Payments. All payments as and for child support
5 pursuant to this order are made C/O Alternate Payee (Spouse) solely as trustee f.b.o.
6 Alternate Payee Child. It is the intent of this court that Alternate Payee (Child) shall be
7 the “beneficiary” of such payments within the meaning of IRC §402(a) and §72(t) and
8 further that such child support payments shall not be made to “the spouse or former
9 spouse” of Participant within the meaning of IRC §402(e).

10 b. Spousal Support Payments. All payments as and for spousal
11 support made pursuant to this Order shall be made to Alternate Payee (Spouse). The
12 Alternate Payee (Spouse), including any heir, beneficiary or successor in interest of the
13 Alternate Payee (Spouse) shall include all retirement benefits received by her pursuant
14 to this QDRO as and when received by her in her gross income to the extent required
15 pursuant to IRC §72 and §402, and the Participant need not do so.

16 27. In the event that the Plan is terminated in whole or in part pursuant to its
17 Plan or pursuant to proceedings instituted by the Pension Benefit Guaranty Corporation
18 or other federal agency, the interests of the Participant, the Alternate Payee shall be
19 disposed of in such manner as required by the Plan and by federal law.

20 28. This court reserves jurisdiction to make all other necessary and proper
21 orders required to carry out the terms of this order.

22
23 Date _____

24 _____
25 JUDGE OF THE SUPERIOR COURT
26
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