



## SAMPLE SETTLEMENT AGREEMENT LANGUAGE FOR A DEFINED CONTRIBUTION PLAN FOR AN EMPLOYED PARTICIPANT

### Retirement Benefits of Plaintiff

Plaintiff is a Participant under the [Insert Exact Name of Plan] (hereinafter referred to as Plan). Through a Qualified Domestic Relations Order "QDRO", Defendant is hereby granted a portion of the Plaintiff's retirement benefits under the Plan as specified below.

**Amount of Defendant's Benefit:** The Defendant will be assigned an amount equal to Fifty Percent of the Plaintiff's Total Account Balance accumulated under the Plan equal to [(a) MINUS (b)] below, where

(a) equals the Plaintiff's Total Account Balance accumulated under the Plan as of [Insert the Date the Marriage Ended] or the closest Plan valuation date thereto (the "Assignment Date");

(b) equals the Plaintiff's Total Account Balance accumulated under the Plan as of [Insert the Date of Marriage] (or the closest Plan valuation date thereto), and INCLUDING any and all investment earnings/losses that are attributable to such "pre-marital" account balance which have accrued during the marriage from [Insert the Date of Marriage] to [Insert the Date the Marriage Ended].

**Investment Earnings:** The Defendant's assigned share of the benefits as set forth above SHALL ALSO bear any interest and investment earnings or losses attributable thereon for periods subsequent to the "Assignment Date," or the closest Plan

valuation date thereto, until the date the Plan actually establishes a separate account(s) for the Defendant (the "Segregation Date").

**Outstanding Loan Balance:** In the event the Plaintiff has an outstanding loan balance as of the Assignment Date, Defendant's award is to be calculated BEFORE the loan amount is subtracted from Plaintiff's total account balance. Therefore, Defendant's share of the benefits SHALL NOT BE impacted or reduced by any loans taken by the Plaintiff.

**Allocation of Award:** Defendant's award shall be allocated on a "pro-rata" basis from all of Plaintiff's different accounts and investment funds.

**Death of Plaintiff:** The Defendant will be treated as a surviving spouse of the Plaintiff, if the Plaintiff dies before the Defendant's award is segregated into a separate account.

**Death of Defendant:** If the Defendant dies before the award is segregated into a separate account, the award shall devolve to Defendant's designated beneficiaries or estate.

**Plan Administrator Fees:** Any QDRO processing or reviewing fees charged by the Plan Administrator shall be deducted equally from Defendant's and Plaintiff's share of the retirement benefits.

**Processing The Qualified Domestic Relations Order:** Defendant's Attorney will be responsible for preparing, submitting and overseeing the approval of the QDRO until its final acceptance by the plan administrator as a QDRO. It is understood that Defendant's Attorney may employ a QDRO drafting company to assist in the preparation and submission of the Order to the plan administrator for approval as a QDRO.

**Distribution of Funds:** Defendant's award will be segregated into a separate account in the name of the Defendant when the Plan Administrator approves the QDRO. It is understood that it will be the Defendant's responsibility to instruct the Plan Administrator as to investment election(s) or distribution of this account.

