



Qualified Domestic Relations Order (QDRO) Model Orders

Instructions for the Completion of the Model Domestic Relations Order

The enclosed Model Domestic Relations Order is divided into several sections with each part requiring specific information or decisions to be agreed upon by the Parties. The following are instructions to assist the Parties with the completion of the Model Order. If you have questions regarding QDRO Administration, please contact the QDRO Administrator at **(877) MER-QDRO (637-7376)**.

Preamble

The initial section on the first page of the Model Order must be completed according to the format used by the court entering the Order. Please be certain to indicate the name of the Plan, the name of the state or commonwealth under whose laws the Order directs payment as well as whether the Order is for child support, alimony payments and/or marital property rights.

Section (1) - Participant Information

Provide the full legal name, date of birth, social security number and last known mailing address of the Participant.

Section (2) - Alternate Payee Information

Provide the full legal name, date of birth, social security number and current mailing address of the Alternate Payee.

Section (3) - Allocation of Benefits

Check **one** box to indicate the percentage or specific dollar amount of the Participant's available vested account balance as of a specific past date or as of the date assets are to be transferred to the Alternate Payee's separate account. If awarding a benefit as of a prior allocation date, choose whether earnings and losses will apply.

If the division of benefits is in the form of a percentage of a vested account balance, the Order should indicate whether any outstanding loan balance is to be included or excluded in determining the amount that is subject to division.

Section (4) - Method of Payment

Within a reasonable period of time following qualification and expiration of the 30-day appeal period or receipt of the properly completed Waiver of Appeal Period form, the Plan Recordkeeper will establish a separate account for the benefit of the Alternate Payee. The Alternate Payee's assigned portion will be taken proportionately from all investment funds for which the Participant has a vested account balance. Unless otherwise indicated in the Order, the awarded amount to the Alternate Payee will be invested in the same investment funds as the Participant's account.

Note: From the date the assigned assets are transferred to the Alternate Payee's separate account to the date of distribution, applicable investment earnings and losses will be applied.

Section (5) - Commencement and Form of Benefits

This section states that once the separate account has been established, the Alternate Payee may be entitled to receive a distribution from the Plan or may be entitled to remain in the Plan, depending on the terms of the Plan. If the Alternate Payee remains in the Plan, the Alternate Payee will be entitled to move assets among investment options in accordance with Plan provisions. Do not omit this section of the Order.

Section (6) – Understandings and Conditions

This section provides specific information about plan administration as well as confirmation by the parties that no prior order exists with respect to the assigned portion of the Participant's benefits under the Plan. Do not omit this section of the Order.

Signature Page

Once the parties have agreed upon the division of benefits, the completed document should be submitted as a Draft Order to the QDRO Administrator for determination of the qualified status of the Order before submitting it to the Court for execution. Following this pre-approval the parties can submit the Order to the Court to obtain the Judge's signature. Local courts may require the Participant's and Alternate Payee's signature.

A Court certified copy of the completed Domestic Relations Order must be returned in its entirety via one of the following submission methods:

Mail: TELUS Health QDRO Administrator, P.O. Box 534277, St. Petersburg, FL 33747
Fax: 844-886-8539
Email: doc.review@telushealth.com

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR WALTON COUNTY, FLORIDA FAMILY LAW DIVISION**

(Court)

Case Number: **2021-DR-00831**

In the Matter of the Marriage of: **Michael Dean Trader and Karen Sue Trader**

This Order creates and recognizes the existence of the Alternate Payee's right to receive a portion of the Participant's benefit under the defined contribution plan known as the Bank of America 401(k) hereafter referred to as the "Plan"). This Order is entered pursuant to the authority granted under the applicable domestic relations laws or community property laws of the State of Florida.

This Order relates to the provision of:

Alimony Payments

Marital Property Rights

Section (1) Participant Information:

Michael Dean Trader

Name (*Date of Birth and Social Security Number may be supplied in the attached addendum*)

1230 Copper Mountain Drive North Liberty, IA 52317

Last Known Mailing Address (Street, City, State and Postal Zip Code)

BETHERENOW@AOL.COM

Email Address

The Participant is an employee or former employee of the Employer and has a vested benefit under the Plan.

Section (2) Alternate Payee Information:

Karen Sue Trader

Name (*Date of Birth and Social Security Number may be supplied in the attached addendum*)

3137 Trinity Drive Belton, TX 76513

Current Mailing Address (Street, City, State and Postal Zip Code)

SHERRADEN6@YAHOO.COM

Email Address

An Alternate Payee is a spouse, former spouse, child or other dependent of the Participant.

Section (3) Allocation of Benefits:

The amount assigned to the Alternate Payee cannot exceed the Participant's total available vested account balance (excluding any outstanding loan balances).

This Order assigns the following benefit to the Alternate Payee:

- Option 1:** This Order assigns the following benefit to the Alternate Payee 50 % or \$ _____ of the Participant's vested account balance in the Plan, calculated as of QDRO SIGNING DATE (allocation date).

Choose one of the following options regarding investment earnings and losses:

Investment Earnings and Losses:

- The assigned amount **shall be** adjusted for earnings and losses attributable to the amount assigned from the allocation date to the date of transfer to the Alternate Payee.

OR

- The assigned amount **shall not** be adjusted for earnings and losses attributable to the amount assigned from the allocation date to the date of transfer to the Alternate Payee.

- Option 2:** _____ % or \$ _____ of the Participant's vested account balance in the Plan, calculated as of the date assets are transferred into a separate account established in the Plan for the Alternate Payee.

Loans:

- Outstanding loan balances on the allocation date shall be **excluded** when determining the Alternate Payee's allocated benefit.

OR

- Outstanding loan balances on the allocation date shall be **included** when determining the Alternate Payee's allocated benefit.

Fees: (If applicable)

All fees charged by the Plan Administrator for processing this order shall be (Select one)

Allocated to the portion of the Participant's Plan account retained by the Participant.

- Allocated to the portion of the Participant's Plan account awarded to the Alternate Payee.
- Allocated _____ % to the portion of the Participant's Plan account retained by the Participant and _____ % to the portion of the Participant's Plan account awarded to the Alternate Payee.

Section (4) Method of Payment:

After the expiration of the 30-day appeal period or receipt of the properly completed Waiver of Appeal Period form, the Plan Recordkeeper will establish a separate account for the Alternate Payee. The Alternate Payee's assigned portion will be taken proportionately from all sources and investment funds for which the Participant has a vested account balance.

Note: From the date the assigned portion is transferred to the Alternate Payee's separate account to the date of distribution, applicable investment earnings and losses will be applied.

- The Alternate Payee's assigned benefit shall be invested proportionately in the same investment funds as the Participant's. Once the Alternate Payee's account is established, the Alternate Payee will be able to make investment option changes pursuant to Plan provisions.

- The Alternate Payee's assigned portion will be invested in the Plan's default fund. Once the Alternate Payee's account is established, the Alternate Payee will be able to make investment option changes pursuant to Plan provisions.

Section (5) Commencement and Form of Benefits:

The Alternate Payee is permitted to take an immediate lump sum distribution under the terms of the Plan and may elect to receive a distribution as soon as administratively practicable after the separate account is established. It is understood that there may be additional forms (i.e., tax election, method of distribution) as required by the Plan to be completed by the Alternate Payee before the Plan's issuance of any payment.

If the Alternate Payee chooses not to receive an immediate distribution, the Alternate Payee will be permitted to perform investment option changes pursuant to Plan provisions.

Section (6) Understandings and Conditions

6.1 Federal Tax Treatment - For purposes of Section 402(e)(1)(A) of the Code, an Alternate Payee who is a spouse or former spouse of the Participant shall be treated as the distributee for any distribution relating to the division of marital property or alimony under the terms of an Order. As such, the Alternate Payee will be required to pay the appropriate Federal Income Tax on such distributions. The Participant shall be treated as the distributee for any distribution relating to non-spouse Alternate Payee under the terms of an Order. As such, the Participant will be required to pay the appropriate Federal Income Tax on such distributions. Any tax basis of any distribution to the Alternate Payee shall be on a proportionate basis pursuant to Section 72(m)(10) of the Code. This paragraph is not intended to constitute legal or tax advice. Parties are encouraged to consult with legal and tax advisors with respect to these issues.

6.2 Incorrect Payments - In the event the Plan incorrectly pays to the Participant or the Alternate Payee any benefits that are the property of the other party pursuant to the terms of this Order, such party shall immediately reimburse such payments directly to the Plan to allow the Plan to correct the error.

6.3 Name and Address - The Participant and the Alternate Payee must advise the QDRO Administrator, the Plan Recordkeeper and the Plan Administrator of any changes in their mailing address or legal name as set forth in the Order.

6.4 Notice of Prior Order - It is the responsibility of the Alternate Payee and Participant to advise the QDRO Administrator, before the determination of the "qualified status" of the Order, if any prior Orders exist which purport to dispose of or assign the benefits described in the Order.

6.5 Terms - Terms used in the Order shall have the same meaning as in the Plan unless the Order specifically provides otherwise.

6.6 ROTH 401(k) / After-tax Contributions - If Roth 401(k) and / or After-tax contributions are permitted in the plan, QDROs will be applied to Roth 401(k) and / or After-Tax amounts unless the QDRO states otherwise. Regardless of first contribution date, Roth 401(k) and / or After-Tax contributions, adjusted for any earnings and losses, will be considered as part of the benefits to be divided under Section 3 unless the QDRO states otherwise.

6.7 Plan Name Changes - Any Order shall be deemed applicable to the Plan designated in that Order and to any successor employer Plan or any other Plan to which liability for payment of the benefit may be transferred. Changes in the Plan Sponsor, Plan Administrator or name of the Plan shall not affect the terms of the Order. 6.8

6.8 Plan Termination - In the event the Plan is terminated for any reason prior to the distribution of all benefits provided in this Order for the Alternate Payee, the Alternate Payee shall be entitled to the benefits provided in this Order in accordance with the termination provisions of the Plan that pertain to beneficiaries.

6.9 Remarriage - The subsequent remarriage of either party shall not affect the allocation of pension benefits as described in the Order unless otherwise stated in the Order.

6.10 Self-Directed Brokerage - If self-directed brokerage is permitted in the plan, when establishing the Separate Plan Account the Plan Recordkeeper will first redeem amounts pro-rata from all investment options other than self-directed brokerage accounts held in the Participant's Plan account, and will redeem amounts from self-directed brokerage accounts only if necessary to obtain a Segregated Amount consistent with this Order.

6.11 This Order is intended to be a QDRO under Internal Revenue Code Section 414(p) and ERISA Section 206(d)(3), and the provisions hereof shall be interpreted and administered in accordance with such statutes and the regulations thereunder. This Order is not intended to require, and shall not be construed so as to require the Plan to:

- a. provide any type or form of benefit, or any option, not otherwise provided under the terms of the Plan;
- b. provide increased benefits as determined on the basis of actuarial value; or
- c. pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another Order that was previously determined to be a QDRO.

IT IS SO ORDERED This _____ Day of _____, 2024.

Judge of the _____ Court

The Honorable Jeffrey E. Lewis
Judge (Print Name)

Signature of the Judge

Attorney for Participant:

Attorney for Alternate Payee:

Jason Scott Coupal

Andrew D. Wheeler

Signature

Signature

Date

Date

Print Name & Mailing Address:

Print Name & Mailing Address:

Jason Scott Coupal

Andrew D. Wheeler

7901 4th St. N., Suite 12664

495 Grand Blvd Suite 206

St. Petersburg, FL 33702

Miramar Beach, FL 32550

Telephone Number:

Telephone Number:

(727) 275-9845

(850) 608-2131

NOTE: If any party is not represented by legal counsel, the QDRO Administrator suggests the party sign this Order in place of his or her legal representative(s)

For Submission to Plan Administrator ONLY

**Do not file this Addendum with the court when you file the
Qualified Domestic Relations Order**

Participant's Information	Alternate Payee's Information
Name: Michael D. Trader Address: 1230 Copper Mountain Dr North Liberty, IA 52317 SSN: 498-74-035 Date of Birth: 10-15-1959 Email Address: betherenow@aol.com	Name: Karen S. Trader Address: 3137 Trinity Drive Belton, TX 32517 SSN: 514-78-6348 Date of Birth: 10-17-1961 Email Address: sherraden6@yahoo.com
Participant Attorney's Information	Alternate Payee's Attorney's Information
Name: Jason Scott Coupal Address: 7901 4th St. N., Suite 12664 St. Petersburg, FL 33702 Email Address: jason@landmarklegalfl.com	Name: Andrew D. Wheeler Address: 495 Grand Blvd Suite 206 Miramar Beach, FL 32550 Email Address: andrew@wheelerfirm.com
OTHER	QDRO Writing Agency
Name: N/A Address: N/A Email Address: N/A	Name: Matthew Lundy Address: Matthew Lundy Law 10101 West Sample Road #200 Coral Springs, Florida 33065 Email Address: <u>www.MLundyLaw.com</u> Phone: 855-737-6529