

[SAMPLE DOCUMENT]

IN THE _____ COURT OF _____ COUNTY, _____

(STATE)

ACTION-LAW.

_____ No. _____

Plaintiff/Petitioner

vs.

Defendant/Respondent

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

AND NOW, THIS _____ day of (_____), it appears to the Court as follows:
month, year

1. The parties hereto were husband and wife, seek this Order in conjunction with a final decree of dissolution of marriage dated (_____) in that action pending in this Court at the above number.
month, day, year

2. (_____), (_____), hereinafter
Participant's Name Social Security Number

referred to as "Participant", is/was employed by _____, is a participant in the Teachers Insurance and Annuity Association - College Retirement Equities Fund, hereinafter "TIAA-CREF" and, has the following annuities:

- TIAA RA, GRA No(s). _____
- CREF CREF RA, GRA No(s). _____
- TIAA SRA, gSRA No(s). _____
- CREF SRA, gSRA No(s). _____
- TIAA TPA No(s). _____
- TIAA IO No(s). _____
- TIAA MDO No(s). _____
- CREF MDO No(s). _____

(_____) current and last known address is _____
Participant's Name

and daytime phone number is _____.

3. The Alternate Payee is _____ whose current and last known street address is _____.

The Alternate Payee's Social Security Number is _____, date of birth is _____, and daytime phone number is _____.

4. To accommodate the marital/community property distribution between the parties IT IS ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:

- A. That the TIAA-CREF annuities previously referenced are marital property:
- B. Upon finalization of this Order and pursuant to the terms of said annuities, the current values of the Participant's TIAA-CREF annuity accumulations for the Marital Portion defined below shall be awarded as the Alternate Payee's sole and exclusive property to be applied to TIAA-CREF annuities subject to the terms and limitations of said annuities.

Marital portion to be transferred, valued as of the date the transfer is recorded by TIAA-CREF:

TIAA RA, GRA No. _____,	\$ _____	or _____	%
CREF CREF RA, GRA No. _____,	\$ _____	or _____	%
TIAA SRA, gSRA No. _____,	\$ _____	or _____	%
CREF SRA, gSRA No. _____,	\$ _____	or _____	%
TIAA TPA No. _____,	\$ _____	or _____	%
TIAA IO No. _____,	\$ _____	or _____	%
TIAA MDO No. _____,	\$ _____	or _____	%
CREF MDO No. _____,	\$ _____	or _____	%

C. Conditions of division of annuity contracts:

- i.* All ownership and interest in the balance of the accumulations not transferred in all annuities issued to the Participant by TIAA-CREF will belong to the Participant.
- ii.* All ownership rights in the newly issued annuities will belong to the Alternate Payee.
- iii.* The beneficiary designation of the Alternate Payee's annuities will be his or her estate, unless a beneficiary designation is submitted pursuant to the provisions of the contracts, and accepted by TIAA-CREF. The Alternate Payee must review the contracts at issuance for accuracy and inform TIAA-CREF of any change of address.
- iv.* The Alternate Payee's annuities will be issued with the same investment allocation as the Participant's applied pro rata. The Alternate Payee may change the investment allocation once his or her annuities are issued in accordance with the contributing employer's plan.

**PLEASE NOTE THAT IF SECTION D IS NOT COMPLETED
THE BENEFICIARY DESIGNATION ON FILE WILL REMAIN IN EFFECT**

D. Termination/Reaffirmation of Alternate Payee's status as beneficiary of

record for all annuity contracts or individual life insurance funded through TIAA-CREF on the life of the Participant.

Choose *i* or *ii* by striking the non-applicable choice.

If no selection is clearly indicated, the beneficiary will remain unaffected, unless otherwise provided by applicable law.

i) **Termination** - as of the date of TIAA-CREF's receipt of the QDRO, all TIAA-CREF benefits otherwise payable to the Alternative Payee as beneficiary are payable to the estate of the Participant. The Participant retains the right to change the designation:

ii) **Reaffirmation**

a) The Alternate Payee is to remain beneficiary as per existing designations.

b) The Alternate Payee is to be primary beneficiary for the following percentage of the retirement contract death benefits and for life insurance proceeds as described: RA, SRA, gSRA, IO, TPA, MDO

TIAA Contracts _____, _____ - _____%

CREF Certificates _____, _____ - _____%

Individual Life Insurance Policy Nos. _____, _____ - _____%

The Participant ____ retains/ ____ does not retain the right to change these designations.

- E. TIAA Traditional Retirement Annuities (RAs) do not allow single-sum withdrawals or transfers to alternate carriers. For other TIAA-CREF annuities, the Alternate Payee's right to receive single-sum withdrawals and/or transfer all or a part of the accumulation to an alternate carrier may be limited in accordance with the contributing employer's plan.
 - F. The parties are directed to submit to TIAA-CREF all documents and releases (if required by TIAA-CREF) to finalize this Order within 30 days of the request for same.
 - G. TIAA-CREF is authorized to execute the Order upon receipt. Any successful appeal will be implemented only to the extent of the options and accumulations available at the time of receipt of an amended QDRO.
5. This Order:
- A. does not require any plan to provide any type of form of benefit, or any options not otherwise provided under the plan, and
 - B. does not require TIAA-CREF to provide increased benefits, and
 - C. does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.
 - D. If any portion of this order is rendered invalid, the balance of the order will remain fully enforceable.

6. This Court reserves jurisdiction to issue further orders as needed to execute this Order .

By the Court _____ Date _____

Participant _____ Date _____

Alternate Payee _____ Date _____