

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

RAUL E. PEDROSO,

Petitioner/Former Husband,
and

BEATRICE C. PEDROSO,

Respondent/Former Wife.

FAMILY DIVISION

CASE NO.: 2009-001497 FC 47

QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, the Court has by separate Order dated November 15, 2017, which provides specifically for the assignment to the Alternate Payee a portion of the Participant's benefit in The City of Coral Gables Retirement System/Plan (as defined herein); and

This Order is intended to be a Qualified Domestic Relations Order ("QDRO"), as defined in Section 414 (p) of the Internal Revenue Code ("the Code") and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"). This QDRO is granted in accordance with the domestic relations law of the State of Florida. Therefore, it is,

ORDERED AND ADJUDGED AS FOLLOWS:

1. **PARTICIPANT INFORMATION**: The name, last known address, social security number and date of birth of the plan ("Participant") are:

Name: Raul E. Pedroso
Address: P.O. Box 141196, Coral Gables, FL 33114-1196
Social Security No.: xxx-xx-2280
Date of Birth: (provided under separate cover)

2. **ALTERNATE PAYEE INFORMATION**: The name, last known address, social security number and date of birth of the ("Alternative Payee") are:

Name: Beatrice C. Pedroso
Address: 7743 S.W. 99th Street, Apt. 11, Miami, Florida 33156
Social Security No.: xxx-xx-9324
Date of Birth: August 18, 1969

The Alternate Payee is the Former Spouse of the Participant.

The Alternate Payee shall have the duty to notify the Plan Administrator of any changes in mailing address subsequent to the entry of this Order.

3. **PLAN NAME:** The name of the Plan to which this Order applies is: **The City of Coral Gables Retirement System Pension/Retirement** (hereinafter referred to as “Plan”). Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee’s rights under this Order.
4. **PURSUANT TO STATE DOMESTIC RELATIONS LAW:** This Order is entered pursuant to the authority granted in the applicable domestic relations law of the State of Florida.
5. **PROVISIONS OF MARITAL PROPERTY RIGHTS:** This Order is entered pursuant to the authority granted in the applicable domestic relations law of the State of Florida. The Participant and Alternate Payee were married on February 19, 1994, and were legally divorced on August 3, 2009. Alternate Payee is recognized by this Order as having the right to receive a portion of the benefits payable under the Plan with respect to the Participant.
6. **AMOUNT OF ALTERNATE PAYEE’S BENEFIT:** The Order hereby awards the Alternate Payee **“one-half of the value from February 19, 1994 through January 20, 2009 with all cost of living adjustment (“COLA”) on the Wife’s interest in the Husband’s Coral Gables Pension.”** The Alternate Payee’s benefit will be subject to any interest and gains as set forth hereinabove.

7. **PAYMENTS OF BENEFITS TO THE ALTERNATE PAYEE:** The benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date that this Order is approved as a QDRO by the Plan. The Alternate Payee may elect to receive payments from the Plan of the benefits assigned to the Alternate Payee under this Order in any form in which such benefits may be paid under the Plan to the Participant, or as otherwise set forth herein below:

- (a) Commencing immediately upon retirement of the Participant if he does not participate in the Deferred Retirement Option Plan (hereinafter referred to as “DROP”), or commencing with the first payment after the conclusion of the DROP period (excluding the DROP payout) and actual separation from employment with the City of Coral Gables if the Participant participate in the DROP as an option.
- (b) Beginning with the first monthly retirement benefit payment made to the Participant as defined hereinabove at ¶ 7 (a), there shall be a deduction which shall be paid to the Alternate Payee. This monthly deduction will continue in like amount each month, plus COLA, thereafter entitling the Participant to receive a monthly benefit payment from the Plan. The parties agree that the Plan Administrator shall increase the monthly deduction payment to the Alternate Payee based upon any cost of living adjustments received by the Participant.
- (c) If the Participant participate in DROP, the Alternate Payee’s portion shall be equal to the amount of all of the benefits that have accrued to the Participant from the date of hire through January 20, 2009, and all COLA’s throughout the DROP period. The COLA’s that accrued throughout the DROP period shall be reflected in the Alternate Payee’s first payment after the DROP period.

8. **OUTSTANDING PARTICIPANT LOANS:** In the event that there is an outstanding loan balance as of the valuation date, the loan balance will not be included for purposes of calculating the account balance to be divided. The obligation to repay any Participant Plan loan(s) remains solely with the Participant.
9. **ALTERNATE PAYEE'S RIGHTS AND PRIVILEGES:** On or after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of this Plan.
10. **DEATH OF PARTICIPANT:** Should the participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to benefits provided under this Order.
11. **DEATH OF ALTERNATE PAYEE:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **TAX TREATMENT OF DISTRIBUTION MADE UNDER THIS ORDER:** For purposes of Sections 72 and 402(a) of the Internal Revenue Code, any Alternate Payee who is a spouse or former spouse of the Participant shall be treated as the distributee of any

distribution or payments made to the Alternate Payee under the terms of this Order and, as such, will be required to pay the appropriate federal income taxes on such distribution.

13. **FEES AND COSTS:** Any fees related to the review and processing of the QDRO shall be paid by the Alternate Payee.

14. **CONTINUED QUALIFIED STATUS OF THE ORDER:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

15. **CONSTRUCTIVE RECEIPT:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

In the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

16. **EFFECT OF PLAN TERMINATION:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for the Participant's and beneficiaries.

17. **ACTIONS TAKEN BY THE PARTICIPANT:** The Participant shall not take any actions, affirmative or otherwise, that circumvent the terms and provisions of this Qualified Domestic Relations Order, or that diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, the Participant shall be required to make sufficient payments directly to the Alternate Payee.

18. **CONTINUED JURISDICTION:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as set forth in the Marital Settlement Agreement dated August 1, 2009. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.

DONE AND ORDERED, at Miami-Dade County, Florida, this ____ day of _____, 2018.

HONORABLE MARIA ELENA VERDE
CIRCUIT COURT JUDGE

cc: Sandra Hoyos Mejia, Esq.
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