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| **IMPORTANT DISCLAIMER**These model qualified domestic relations orders are provided as a convenience for AFTRA Retirement Plan participants and beneficiaries. The AFTRA Retirement Fund does not endorse, certify or warrant these sample orders, nor does it guarantee that the order will be approved by a court. These model orders may not contain all provisions appropriate for your situation, may not assign your AFTRA Retirement Plan benefits in a manner consistent with your expectations or intent, or be consistent with the law of your state. You should consult an attorney before drafting any court order. You and/or your counsel are responsible for determining whether a model order complies with state law and is otherwise suitable for your situation. |

There are two separate sample orders attached:

1. *Separate Interest Method:* This method may only be used before the participant

 enters pay status. Under this approach, the parties divide the participant’s accrued

benefit into two separate portions with the intent of giving the alternate payee a

separate right to receive a portion of the benefit to be paid at a time and in a form

different from those chosen by the participant.

2. *Shared Payment Method:* This method must be used when the participant has

retired and is receiving a pension and may be used before the participant enters

pay status. Under this approach, the alternate payee will receive a specified

portion of each monthly payment based upon the benefit option elected by the participant.

There is no “best” way to divide a participant’s benefit. You are not required to use the model orders, in part or in their entirety, and there may be other ways to divide a participant’s benefit.

You can obtain useful information about qualified domestic relations orders from the U.S. Department of Labor website:

<http://www.dol.gov/ebsa/publications/qdros.html>

IMPORTANT: Even if you base your proposed qualified domestic relations order on these models, you are encouraged to submit a proposed qualified domestic relations order to the Fund **before** submitting it to the Court for final approval. **The Plan reserves the right to decide** **whether to approve all proposed qualified domestic relations orders. Please refer to the** **Fund’s Procedures for Determining the Qualified Status of Domestic Relations Orders for** **additional information.**

IN THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY

In re: the Marriage of | Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | STIPULATION FOR DIVISION OF

Petitioner, | RETIREMENT BENEFITS UNDER

and | AFTRA RETIREMENT FUND AND

| QUALIFIED DOMESTIC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | RELATIONS ORDER

Respondent. |

1. IDENTIFICATION OF PARTIES. This order is based on an agreement between

Respondent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the “Participant,” and the Petitioner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the “Alternate Payee.”

2. INTENT OF ORDER. This order is intended to be a Qualified Domestic Relations Order (“QDRO”) under § 414(p) of the Internal Revenue Code of 1986 (“IRC”), as amended, and under § 206(d)(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. This order creates or recognizes the existence of an alternate payee’s right to receive all or a portion of the benefits payable with respect to a participant under a pension plan. This order is granted under the applicable domestic relations laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including Section \_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Code, and relates to the provision of child support, spousal support, or marital property rights to a spouse, former spouse, child or other dependent of a participant.

3. PLAN NAME. The name of the Plan to which this order applies is the AFTRA Retirement Fund (“Plan”). Any successor or transferee plan to the Plan will be similarly subject to the terms of this order. Any benefits accrued by the Participant under a predecessor plan, whereby liability for benefits accrued under such predecessor plan has been transferred to the Plan shall be subject to this order.

4. PARTICIPANT AND ALTERNATE PAYEE INFORMATION FOR PURPOSES OF NOTIFICATION. The Participant’s name and last-known mailing address are as follows:

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Known Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No.: The Participant’s Social Security No. will be provided by separate correspondence.

Date of Birth: The Participant’s date of birth will be provided by

separate correspondence.

Participant’s Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Participant is not currently receiving a benefit from the Plan.

The Alternate Payee’s name, and last-known mailing address are as follows:

Alternate Payee’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Known Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No.: The Alternate Payee’s Social Security No. will be

provided by separate correspondence.

Date of Birth: The Participant’s date of birth will be provided by

separate correspondence.

Alternate Payee’s Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[ALT OPTION: Provide above information for any Contingent Alternate Payee(s), with statement*

*explaining relationship to Participant.]*

5. DATE OF MARRIAGE AND DISSOLUTION. The Participant and Alternate Payee were married on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The date of separation was

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Judgment of Dissolution was entered by the Court on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6. SEPARATE INTEREST AWARD OF ALTERNATE PAYEE’S INTEREST. The benefit assigned to the Alternate Payee as his or her separate interest is 50% *[ALT OPTION: specify* *another percentage]* of the Participant’s actuarially adjusted accrued benefit as of the date either party commences his or her benefit *[ALT OPTION: specify another date, e.g., at divorce or* *separation]*, multiplied by a ratio, the numerator of which shall be the benefits accrued by the Participant *[ALT OPTION: use “number of Participant’s Pension Credits” in lieu of “benefits* *accrued by the Participant” here and below]* between the date of marriage and date of divorce *[ALT OPTION: separation]*, and the denominator of which shall be the benefits accrued by the Participant under the Plan as of the date either party commences receiving benefits. In computing the numerator of the fraction, the Pension Credit for the year of marriage and the year of divorce *[ALT OPTION: separation]* shall be prorated on a daily basis.

7. BENEFIT START. Payments to the Alternate Payee pursuant to this order shall start on any date elected by the Alternate Payee (and such election shall be made in accordance with the terms of the Plan after this order is deemed by the plan to be a QDRO), but not earlier than the Participant’s earliest retirement date as that term is defined in § 414(p)(4)(B) of the IRC (or such earlier date as allowed under terms of the Plan), and not later than (a) the date the Participant would be required to start benefits under the terms of the Plan or (b) the latest date permitted by § 401(a)(9) of the IRC. The Alternate Payee shall give advance written notice of such election to the Plan and shall complete any applications or other documents required by the Plan. The Alternate Payee’s portion of Participant’s Plan benefits shall be determined as if Participant were to retire on the date on which the benefit payments to the Alternate Payee are to begin. Such payments shall be determined by considering only benefits actually accrued and not any subsidy for early retirement. The Alternate Payee’s life shall be used as the measuring life for the calculation of the Alternate Payee’s separate interest.

8. BENEFIT FORM. The Alternate Payee may elect to receive payment from the Plan of the benefits assigned to the Alternate Payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse and subject to the Plan requirement of benefits of $5,000 or less be paid in a lump sum) but only if the form elected complies with the minimum distribution requirements of §401(a)(9) of the IRC.

9. PARTICIPANT’S EARLY RETIREMENT. If the Alternate Payee begins to receive benefits and the Participant subsequently retires and becomes entitled to and receives an early retirement subsidy, the Alternate Payee’s benefit will not be recalculated to include the early retirement subsidy. If the Alternate Payee commences benefits at the same time or after Participant, the Alternate Payee will receive a proportional share of any early retirement subsidy paid to the Participant, as determined in Paragraph 6, above.

10. PARTICIPANT’S DISABILITY RETIREMENT. If the Participant should receive disability retirement benefits prior to the earliest non-disability retirement date permitted under the Plan, the monthly benefit payable to the Participant shall be his or her sole and separate property until the month following the month in which he or she attains the earliest non-disability retirement age permitted under the Plan. If the Participant receives disability retirement benefits at any time after the earliest retirement date permitted under the Plan, the Participant and Alternate Payee agree that the excess of the benefit payable to the Participant under a disability retirement (if any) over the benefit which would otherwise be payable to the Participant under a non-disability retirement shall be Participant’s sole and separate property. The Participant and Alternate Payee further agree that the Alternate Payee shall be entitled to receive his or her proportional share of the benefit, as determined in Paragraph 6, above, which would otherwise be payable to the Participant under a non-disability retirement after said earliest retirement date. *[ALT OPTION: May provide that the Alternate Payee receives a portion of disability benefit, in which case the QDRO must state that in the event the Plan, in its sole and absolute discretion, determines that the Participant is no longer eligible for disability benefits, the Alternate Payee shall also no longer be entitled to any portion of disability benefits.]*

11. ALTERNATE PAYEE’S RIGHTS AND PRIVILEGES. Between the date on which this order is deemed to be a QDRO and the date on which the Alternate Payee receives distribution of the Alternate Payee’s benefit, the Alternate Payee will be entitled to all of the rights and election privileges (other than a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse) that are afforded to active participants and beneficiaries under the Plan, to the extent consistent with this order and the Plan. Should the Plan award a post-retirement cost of living adjustment, ad hoc increase or any other post-retirement increase generally to its participants, the Alternate Payee shall receive the same percentage the Participant receives, or would have received. The Alternate Payee shall also be subject to any benefit decreases that affect, or would have affected, the Participant, including decreases as may be caused by the termination of the Plan, adoption of a Rehabilitation Plan or correction of the Participant’s benefit statement.

12. ALTERNATE PAYEE’S DEATH. If the Alternate Payee dies after the Alternate Payee’s benefit commences, any survivor benefit will be paid, to the extent payable, in accordance with the form of benefit elected by the Alternate Payee under the terms of the Plan. If the Alternate Payee dies before the Alternate Payee’s benefit commences, the Contingent Alternate Payee will succeed to the election and distribution rights of the Alternate Payee, provided that the Contingent Alternate Payee qualifies as an alternate payee with respect to the Participant. *[ALT OPTION: delete prior sentence if no Contingent Alternate Payee is named.]* In all events, if the Alternate Payee should die under circumstances in which the unpaid amount of the Alternate Payee’s interest is not payable to the Alternate Payee’s Contingent Alternate Payee or beneficiary, then such amount shall revert to the Participant, and the Court will reserve jurisdiction to make such additional order(s) as may be required to effectuate the division of benefits intended by this order.

13. PARTICIPANT’S DEATH. The Alternate Payee’s interest or distribution will not be affected by the Participant’s death prior to or after the commencement of the Alternate Payee’s benefit, and the Alternate Payee will not be treated as the Participant’s surviving spouse for any death or survivor benefits payable under the Plan. *[ALT OPTION: May provide instead to award pre- or post-retirement survivor benefits to the Alternate Payee, e.g., “If the Participant dies before the Alternate Payee and after the date Alternate Payee’s benefit commences, the Participant’s death will not affect the Alternate Payee’s interest or its distribution. If the Participant dies prior to the commencement of the Alternate Payee’s benefit, the Alternate Payee will be treated as the Participant’s surviving spouse for any death or survivor benefits payable under the Plan, but only to the extent of the full amount of the Alternate Payee’s proportional share of the benefit as called for under Paragraph 6, above.]*

14. PARTICIPANT’S RIGHT TO REMAINING BENEFITS CONFIRMED. All benefits payable now or in the future under the Plan that are not expressly awarded to the Alternate Payee under this order are hereby confirmed to the Participant as the Participant’s separate property; provided, however, that the Alternate Payee does not waive any interest under a beneficiary designation signed by the Participant on or after the date of this order.

15. CERTIFICATION OF NECESSARY INFORMATION. All payments made pursuant to this order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information that the Plan may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

16. COOPERATION BETWEEN PARTIES. The Participant and Alternate Payee will cooperate in performing all acts reasonably necessary to effectuate the terms and intent of this order.

17. NOTICE. The Alternate Payee will notify the Plan in writing of any changes in the Alternate Payee’s mailing address.

18. CONFLICT WITH PLAN OR ERISA. To the extent that this order conflicts with any provision of the Plan or ERISA, the provisions of the Plan or ERISA shall control.

19. NO RETROACTIVE EFFECT. This order shall apply only to future benefit payments by the Plan and not to any distributions made prior to the entry of this order. Nothing in this order shall require the Plan to make retroactive payments.

20. CONSTRUCTIVE RECEIPT. In the event that the Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of the 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 inadvertently pays to the Alternate Payee any benefits that are assigned to the Participant pursuant to the terms of the 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 Participant within ten (10) days of receipt. If either party receives a payment in error that is not due the other party, the erroneous payment shall be returned to the Plan within ten (10) days of receipt or notice.

21. INTENT TO COMPLY WITH FEDERAL LAW. This order is intended to comply with applicable provisions of ERISA and the IRC. Any changes in Plan administrator, Plan sponsor, or Plan name will not affect the Alternate Payee’s rights under this Order. Nothing in this Order may be interpreted to require the Plan to do any of the following:

(a) Provide any type or form of benefit or any option not otherwise provided under the Plan, ERISA, or the IRC;

(b) Increase the amount of any benefits the Plan provides or to call for a payment in excess of the value of the benefits that Participant would otherwise receive under the Plan (determined on the basis of actuarial value); or

(c) Pay benefits to the Alternate Payee under this order that are required to be paid to another alternate payee under another QDRO in effect before entry of this order.

22. TAX CONSEQUENCES. It is the intent of this order that, under §§ 72 and 402(e)(1)(A) of the IRC, the Alternate Payee be regarded as the distributee of any distribution made to Alternate Payee under this order and that Alternate Payee or Alternate Payee’s beneficiaries be responsible for any federal and state income tax liability arising out of that distribution. The Participant and Alternate Payee will each be solely responsible for payment of any tax due on any distributions that he or she receives from the Plan*. [ALT OPTION: If for child support, or if the Alternate payee is the child or dependent of the Participant, the Participant is generally responsible for taxes.]*

23. CONTINUED QUALIFIED STATUS OF ORDER. It is the intention of the parties that this order continue to qualify as a QDRO under § 414(p) of the IRC, as it may be amended from time to time, and that the Plan shall reserve the right to reconfirm the qualified status of the order at the time benefits become payable hereunder.

24. CONTINUED JURISDICTION. The Court will retain jurisdiction to amend this order to the extent required to establish or maintain its qualified status under § 414(p) of the IRC and to implement its intended division of benefits.

25. INDEMNIFICATION OF PLAN. The Plan is entitled to rely on any and all representations made in this order, and the Participant and Alternate Payee agree to waive any and all claims against the Plan, its Trustees, their agents, representatives, employees and anyone else acting on their behalf, for any action taken in compliance with this order. The Participant and Alternate Payee shall hold the Plan, its Trustees, their agents, representatives, employees and anyone else acting on their behalf harmless from any liabilities that arise from following this order, including all attorney’s fees that are incurred in connection with any claims that are asserted because the Plan honors this order.

The foregoing is agreed to by:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Participant

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Alternate Payee

Approved as conforming to the agreement of the parties:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney for Participant

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney for Alternate Payee

The foregoing stipulation is approved and made the order of the Court:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Court

IN THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY

In re: the Marriage of | Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | STIPULATION FOR DIVISION OF

Petitioner, | RETIREMENT BENEFITS UNDER

and | AFTRA RETIREMENT FUND AND

| QUALIFIED DOMESTIC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | RELATIONS ORDER

Respondent. |

1. IDENTIFICATION OF PARTIES. This order is based on an agreement between Respondent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the “Participant,” and the Petitioner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the “Alternate Payee.”

2. INTENT OF ORDER. This order is intended to be a Qualified Domestic Relations Order (“QDRO”) under § 414(p) of the Internal Revenue Code of 1986 (“IRC”), as amended, and under § 206(d)(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. This order creates or recognizes the existence of an alternate payee’s right to receive all or a portion of the benefits payable with respect to a participant under a pension plan. This order is granted under the applicable domestic relations laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including Section \_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Code, and relates to the provision of child support, spousal support, or marital property rights to a spouse, former spouse, child or other dependent of a participant.

3. PLAN NAME. The name of the Plan to which this order applies is the AFTRA Retirement Fund (“Plan”). Any successor or transferee plan to the Plan will be similarly subject to the terms of this order. Any benefits accrued by the Participant under a predecessor plan, whereby liability for benefits accrued under such predecessor plan has been transferred to the Plan shall be subject to this order.

4. PARTICIPANT AND ALTERNATE PAYEE INFORMATION FOR PURPOSES OF NOTIFICATION. The Participant’s name, and last-known mailing address, are as follows:

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Known Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No: The Participant’s Social Security No. will be provided by separate correspondence.

Date of Birth: The Participant’s date of birth will be provided by separate correspondence.

Participant’s Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Participant is *[ALT OPTION: is not]* currently receiving a benefit from the Plan.

The Alternate Payee’s name, and last-known mailing address are as follows:

Alternate Payee’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Known Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No.: The Alternate Payee’s Social Security No. will be provided by separate correspondence.

Date of Birth: The Participant’s date of birth will be provided by separate correspondence.

Alternate Payee’s Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[ALT OPTION: Provide above information for any Contingent Alternate Payee(s), with statement*

*explaining relationship to Participant.]*

5. DATE OF MARRIAGE AND DISSOLUTION. The Participant and Alternate Payee were married on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The date of separation was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Judgment of Dissolution was entered by the Court on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6. AWARD OF ALTERNATE PAYEE’S INTEREST. Starting at the time specified in Paragraph 7, the Plan shall pay to the Alternate Payee (in lieu of the Participant) *[specify percentage]*% of each of the Participant’s gross monthly benefit payments. *[ALT OPTION: Specify a flat dollar amount.]*

7. BENEFIT START. Payments to the Alternate Payee may commence on the later of the date the Participant commences benefits or with the first benefit payment as soon as administratively practicable following the date this order is deemed qualified by the Plan, but cannot be earlier than the first of the month after the Plan has received an application for benefits from the Alternate Payee.

8. BENEFIT FORM. The Alternate Payee shall not have the right to elect a form of benefit. The amount paid to the Alternate Payee will be determined by the benefit form elected by the Participant.

9. BENEFITS STOP. Except for any survivor benefits described in Paragraphs 12 or 13, payment to the Alternate Payee shall cease on the earlier of the Participant’s or the Alternate Payee’s death. *[ALT OPTION: State the maximum number of payments, date certain or event, not to extend past the Participant’s death.]*

*[ALT OPTION: Can add as Paragraph 10 if not already in pay status – “PARTICIPANT’S EARLY RETIREMENT. The Alternate Payee shall receive a pro rata share of any early retirement subsidy made to the Participants benefits on or after the date of the Participant’s early retirement.”]*

*[ALT OPTION: Can add as Paragraph 11 if not already in pay status “PARTICIPANT’S DISABILITY RETIREMENT. If the Participant should receive disability retirement benefits prior to the earliest non-disability retirement date permitted under the Plan, the monthly benefit payable to the Participant shall be his or her sole and separate property until the month following the month in which he or she attains the earliest non-disability retirement age permitted under the Plan. If the Participant receives disability retirement benefits at any time after the earliest retirement date permitted under the Plan, the Participant and Alternate Payee agree that the excess of the benefit payable to the Participant under a disability retirement (if any) over the benefit which would otherwise be payable to Participant under a non-disability retirement shall be the Participant’s sole and separate property. The Participant and Alternate Payee further agree that the Alternate Payee shall be entitled to receive his or her share of the benefit, as determined in Paragraph 6, above, which would otherwise be payable to the Participant under a non-disability retirement after said earliest retirement date.”] [ALT OPTION: May provide that the Alternate Payee receives a portion of disability benefit, in which case the QDRO must state that in the event the Plan, in its sole and absolute discretion, determines that the Participant is no longer eligible for disability benefits, the Alternate Payee shall also no longer be entitled to any portion of disability benefits.]*

10. ALTERNATE PAYEE’S RIGHTS AND PRIVILEGES. Should the Plan award a post retirement cost of living adjustment, ad hoc increase or any other post-retirement increase generally to its participants, the Alternate Payee shall receive the same percentage the Participant receives, or would have received. The Alternate Payee shall also be subject to any benefit decreases that affect, or would have affected, the Participant, including decreases as may be caused by the termination of the Plan, adoption of a Rehabilitation Plan or correction of the Participant’s benefit statement.

11. ALTERNATE PAYEE’S DEATH. If the Alternate Payee dies before the Participant, the Plan shall return the Participant’s monthly amount to amount that the Participant would have been receiving had there been no order. *[ALT OPTION: Name Contingent Alternate Payee.]*

12. PARTICIPANT’S DEATH. If the Participant dies before the Alternate Payee, any survivor benefit will be paid in accordance with the form of benefit elected by the Participant at the time of retirement*. [ALT OPTION: If the QDRO is entered prior to retirement, can state whether the Alternate Payee is entitled to a Pre-Retirement Surviving Spouse Pension or Pre-Retirement Death Benefit, and whether the Alternate Payee is entitled to post-retirement survivor benefits under the Qualified Joint and Survivor Annuity benefit or other survivor benefits.]*

13. PARTICIPANT’S RIGHT TO REMAINING BENEFITS CONFIRMED. All benefits payable now or in the future under the Plan that are not expressly awarded to the Alternate Payee under this order are hereby confirmed to the Participant as the Participant’s separate property; provided, however, that the Alternate Payee does not waive any interest under a beneficiary designation signed by the Participant on or after the date of this order.

14. CERTIFICATION OF NECESSARY INFORMATION. All payments made pursuant to this order shall be conditioned on the certification by the Alternate Payee and Participant to the Plan of such information that the Plan may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

15. COOPERATION BETWEEN PARTIES. The Participant and Alternate Payee will cooperate in performing all acts reasonably necessary to effectuate the terms and intent of this order.

16. NOTICE. The Alternate Payee will notify the Plan in writing of any changes in the Alternate Payee’s mailing address.

 17. CONFLICT WITH PLAN OR ERISA. To the extent that this order conflicts with any provision of the Plan or ERISA, the provisions of the Plan or ERISA shall control.

18. NO RETROACTIVE EFFECT. This order shall apply only to future benefit payments by the Plan and not to any distributions made prior to the entry of this order. Nothing in this order shall require the Plan to make retroactive payments.

19. CONSTRUCTIVE RECEIPT. In the event that the Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of the 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 inadvertently pays to the Alternate Payee any benefits that are assigned to the Participant pursuant to the terms of the 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 Participant within ten (10) days of receipt. If either party receives a payment in error that is not due the other party, the erroneous payment shall be returned to the Plan within ten (10) days of receipt or notice.

20. INTENT TO COMPLY WITH FEDERAL LAW. This order is intended to comply with applicable provisions of ERISA and the IRC. Any changes in the Plan administrator, Plan sponsor, or Plan name will not affect the Alternate Payee’s rights under this Order. Nothing in this order may be interpreted to require the Plan to do any of the following:

(a) Provide any type or form of benefit or any option not otherwise provided under the Plan, ERISA, or the IRC;

(b) Increase the amount of any benefits the Plan provides or to call for a payment in excess of the value of the benefits that the Participant would otherwise receive under the Plan; or

(c) Pay benefits to an Alternate Payee under this order that are required to be paid to another alternate payee under another QDRO in effect before entry of this order.

21. TAX CONSEQUENCES. It is the intent of this order that, under IRC §§ 72 and 402(e)(1)(A), the Alternate Payee be regarded as the distribute of any distribution made to the Alternate Payee under this order and that the Alternate Payee or the Alternate Payee’s beneficiaries be responsible for any federal and state income tax liability arising out of that distribution. The Participant and the Alternate Payee will each be solely responsible for payment of any tax due on any distributions that he or she receives from the Plan. *[ALT OPTION: If for child support or if the Alternate payee is the child or dependent of the Participant, the Participant is generally responsible for taxes.]*

22 CONTINUED QUALIFIED STATUS OF ORDER. It is the intention of the parties that this order continue to qualify as a QDRO under IRC § 414(p), as it may be amended from time to time, and that the Plan shall reserve the right to reconfirm the qualified status of the order at the time benefits become payable hereunder.

22. CONTINUED JURISDICTION. The Court will retain jurisdiction to amend this order to the extent required to establish or maintain its qualified status under IRC § 414(p) and to implement its intended division of benefits.

23. INDEMNIFICATION OF PLAN. The Plan is entitled to rely on any and all representations made in this order, and the Participant and the Alternate Payee agree to waive any and all claims against the Plan, its Trustees, their agents, representatives, employees and anyone else acting on their behalf, for any action taken in compliance with this order. The Participant and the Alternate Payee shall hold the Plan, its Trustees, their agents, representatives, employees and anyone else acting on their behalf harmless from any liabilities that arise from following this order, including all attorney’s fees that are incurred in connection with any claims that are asserted because the Plan honors this order.

The foregoing is agreed to by:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Participant

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Alternate Payee

Approved as conforming to the agreement of the parties:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney for Participant

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney for Alternate Payee

The foregoing stipulation is approved and made the order of the Court:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Court