



\_\_\_\_\_ [INSERT NAME AND ADDRESS OF ATTORNEY], [his] [her] attorney, and the Court now being fully advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED and DECREED that this Order shall be incorporated into and shall become an integral part of the Judgment for Dissolution of Marriage entered on \_\_\_\_\_ [INSERT DATE].

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that all necessary prerequisites of law have been satisfied and that this Court has jurisdiction over all parties and the subject matter of this cause and the Court further finds that certain interests and rights under the plan of benefits sponsored by the Local No. 1 Pension Fund (“Fund”), hereinafter described, are part of the marital property of the parties and should be partitioned and paid out in accordance with this Order.

The Court further finds and it is further ORDERED, ADJUDGED and DECREED as follows:

I. Names, addresses, social security numbers of parties and date of marriage:

1. Petitioner, \_\_\_\_\_ [INSERT NAME], hereinafter sometimes referred to as “Alternate Payee,” has the following date of birth, social security number and current address:

Date of Birth: \_\_\_\_\_ [INSERT DATE].

Social Security Number: \_\_\_\_\_ [INSERT SS#].

Address: \_\_\_\_\_ [INSERT ADDRESS].

2. Respondent, \_\_\_\_\_ [INSERT NAME], a Participant in the Local No. 1 Pension Plan, and hereinafter sometimes referred to as “Participant,” has the following date of birth, social security number and current address:

Date of Birth: \_\_\_\_\_ [INSERT DATE].

Social Security Number \_\_\_\_\_ [INSERT SS#].

Address: \_\_\_\_\_ [INSERT ADDRESS].

3. The Participant and Alternate Payee were married on \_\_\_\_\_ [INSERT DATE].

II. Name of Plan Covered by Order: Local No. 1 Pension Plan (“Plan”)

The name and mailing address of the Plan sponsor is: Board of Trustees of the Local No. 1 Pension Plan, 1431 Opus Place, #350, Downers Grove, Illinois 60515.

III. Assignment of Benefits under the Plan:

1. The Court finds that a portion of the Participant's benefit under the Plan was accrued during the parties' marriage, and such portion of the accrued benefit is part of the marital property of Participant and Alternate Payee.

***[CHOOSE ONLY ONE OF THE FOLLOWING THREE OPTIONS]***

***OPTION 1: SHARED INTEREST METHOD WHERE THE ALTERNATE PAYEE IS TO RECEIVE A PORTION OF THE PARTICIPANT'S MONTHLY PAYMENTS THAT ARE CURRENTLY IN PAY STATUS.***

- a) ASSIGNMENT TO ALTERNATE PAYEE: The Alternate Payee is hereby assigned [the sum of \$\_\_\_\_\_ [Insert Amount] OR [\_\_% [INSERT PERCENTAGE]]] from each of the periodic payments that are currently being paid to the Participant under the Plan (the "Assigned Benefit").
- b) FORM OF PAYMENT TO THE ALTERNATE PAYEE: The Alternate Payee's Assigned Benefit shall be paid in the same periodic interval as payments are being made to the Participant and for the same length of time as previously elected by the Participant.
- c) TIME OF PAYMENT: As soon as administratively practicable following the approval of this Order, the Alternate Payee's Assigned Benefit hereunder shall commence being paid to the Alternate Payee in the form of payment that was previously selected by the Participant.
- d) DEATH BENEFITS: In the event that the Participant dies before the Alternate Payee and before commencement of benefits, no benefits will be payable under the DRO, or continue to be payable pursuant to the DRO, to the Alternate Payee. [OPTIONAL: Notwithstanding the prior sentence, however, the Alternate Payee is designated hereunder as the surviving spouse for purposes of any survivor benefits under the Plan (provided the Alternate Payee was married to the Participant at least one year prior to the date of divorce)]. If the Participant remarries after the date of this divorce, the new spouse shall not be considered the surviving spouse under the terms of the Plan or this QDRO.

In the event that the Alternate Payee dies before or after distributions begin, the Alternate Payee's Assigned Benefit shall revert to the Participant.

***OPTION 2: SHARED INTEREST METHOD WHERE THE ALTERNATE PAYEE IS TO RECEIVE A PORTION OF THE PARTICIPANT'S MONTHLY PAYMENTS THAT ARE TO BE PAID ON A DATE TO BE ELECTED BY THE PARTICIPANT ON OR AFTER THE PARTICIPANT'S EARLIEST RETIREMENT AGE.***

- a) ASSIGNMENT TO ALTERNATE PAYEE: The Alternate Payee is hereby assigned the [the sum of \$\_\_\_\_\_ [Insert Amount] OR [\_\_% [INSERT PERCENTAGE]]] from each of the periodic payments that are to be paid to the Participant under the Plan (the “Assigned Benefit”).
- b) FORM OF PAYMENT TO THE ALTERNATE PAYEE: The Alternate Payee’s Assigned Benefit shall be paid in the same periodic interval as payments are to be made to the Participant and for the same length of time as to be elected by the Participant.
- c) TIME OF PAYMENT: Distribution of the Alternate Payee’s Assigned Benefit shall begin on the Participant’s benefit commencement date, which shall occur once the Participant files the required forms with the Plan Administrator requesting benefit distributions to begin on or after the date the Participant attains his "earliest retirement age," as defined in Code Section 414(p)(4)(B) and ERISA Section 206(d)(3)(E)(ii).
- d) DEATH BENEFITS: ***[CHOOSE OPTION 1 OR 2]***

***[OPTION 1]*** In the event the Participant dies before the Alternate Payee and prior to commencement of benefits, the Alternate Payee shall be treated as the surviving spouse of the Participant for purposes of the death benefits prior to Retirement payable under the Plan with respect to the Alternate Payee’s Assigned Benefit.

In the event that the Alternate Payee dies before or after distributions begin, the Alternate Payee’s Assigned Benefit shall revert to the Participant.

***[OPTION 2]*** The Alternate Payee shall not be treated as the surviving spouse of the Participant for any purpose under the Plan for purposes of any death benefits payable under the Plan.

Notwithstanding the above, if the Participant’s benefit is in pay status under a joint and survivor annuity option then the Alternate Payee is the surviving spouse and shall remain the surviving spouse regardless of whether the Participant remarries at a date after the DRO is qualified.

In the event that the Alternate Payee dies before or after distributions begin, the Alternate Payee’s Assigned Benefit shall revert to the Participant.

**OPTION 3: SEPARATE INTEREST METHOD WHERE THE ALTERNATE PAYEE RECEIVES HER OWN SEPARATE BENEFIT, ON OR AFTER THE DATE THE PARTICIPANT ATTAINS HIS EARLIEST RETIREMENT AGE.**

- a) ASSIGNMENT TO ALTERNATE PAYEE: The Alternate Payee is hereby assigned the actuarial equivalent of \_\_% [INSERT PERCENTAGE] of the Participant’s vested accrued benefit under the Plan as of [INSERT

*DATE*][OPTIONAL: , multiplied by a fraction, the numerator of which is the number of years and months of the parties' marriage during which Plan benefits were accrued (*INSERT NUMBER OF YEARS AND MONTHS*) and the denominator of which is the number of years and months of the Participant's service under the Plan as of *INSERT DATE* (*INSERT NUMBER OF YEARS AND MONTHS*)] (the "Assigned Benefit").

In addition to the above, the Alternate Payee *[shall] [shall not]* receive a pro-rata share of any cost-of-living adjustments, post-retirement benefit increases, or other economic improvements, if any, made to the Participant's vested accrued benefit under the Plan as of \_\_\_\_\_ *INSERT DATE*, on or after the date of his retirement, as they apply to the portion of the benefits assigned to the Alternate Payee, as determined in the preceding paragraph.

In the event the Participant becomes entitled to any early retirement subsidy benefit under the Plan, if any, and elects distribution of his remaining benefit under the Plan in a form that includes such subsidy, the Alternate Payee's Assigned Benefit *[shall] [shall not]* include a proportionate share of the early retirement subsidy as it applies to the portion of the benefits assigned to the Alternate Payee in this paragraph.

- b) FORM OF PAYMENT TO THE ALTERNATE PAYEE: The Alternate Payee may elect to receive the Assigned Benefit in any distribution form available under the Plan, other than a qualified joint and survivor annuity with respect to the Alternate Payee and *[his] [her]* subsequent spouse.
- c) TIME OF PAYMENT: Distribution of the Alternate Payee's Assigned Benefit may commence as soon as administratively practicable following the date the Participant attains his "earliest retirement age," as defined in Code Section 414(p)(4)(B) and ERISA Section 206(d)(3)(E)(ii), and after the Alternate Payee requests and files the appropriate distribution forms to be provided by the Plan Administrator for such purpose.
- d) DEATH BENEFITS: ***[CHOOSE OPTION 1 OR 2]***

***[OPTION 1]*** In the event the Participant dies before the Alternate Payee, the Alternate Payee shall be treated as the surviving spouse of the Participant solely for purposes of death benefits payable in the case of the Participant's death prior to Retirement.

In the event that the Alternate Payee dies before or after distributions begin, the Alternate Payee's Assigned Benefit shall revert to the Participant and, for periods thereafter, shall be payable to or on behalf of the Participant.

*[OPTION 2]* The Alternate Payee shall not be treated as the surviving spouse of the Participant for any purpose under the Plan, including any death benefits payable under the Plan.

In the event that the Alternate Payee dies before or after distributions begin, the Alternate Payee's Assigned Benefit shall revert to the Participant and, for periods thereafter, shall be payable to or on behalf of the Participant.

- e) The Alternate Payee's Assigned Benefit shall be determined by applying the actuarial equivalence factors set forth in the Plan to reflect the time and form of distribution the Alternate Payee elects, including the early commencement of such benefits.
- IV. When full payment has been made to Alternate Payee of the Assigned Benefit under this Order, the Plan shall be discharged of its obligation to Alternate Payee.
  - V. Each of the Alternate Payee and the Participant shall have the duty to notify the Plan Administrator in writing of any changes in his or her respective mailing address prior to and after the entry of this Order.
  - VI. Nothing in the provisions of this Order is intended or shall be construed to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan, to provide increased benefits (determined on the basis of actuarial value), or to provide benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.
  - VII. If, because of distributions made to the Participant in accordance with the terms of the Plan, the Participant's accrued benefit is reduced between the marital dissolution date and the date on which the Plan receives a certified copy of the Order as duly entered by this Court, the Assigned Benefit shall be determined as if such reductions in the Participant's accrued benefit were effective as of the martial dissolution date.
  - VIII. It is intended that this order meet all requirements of a Qualified Domestic Relations Order as set forth under Code Section 414(p) and ERISA Section 206(d)(3), and the regulations thereunder. It should be interpreted and administered in conformity with such provisions, and the Court retains jurisdiction to modify the order for the purpose of meeting or monitoring its qualifications as a Qualified Domestic Relations Order. If the Plan Administrator determines, at any time, that the provisions of this Order are inconsistent with the applicable provisions of the Code or ERISA, this Order shall be amended as necessary to comply with the requirements thereof. Both parties shall enter into any Agreed Order of this Court as may be required to amend this Order to comply with such requirements and to effect the intent of this Order with respect to the division and distribution of benefits under the Plan.
  - IX. This Order is issued pursuant to the laws of the State of Illinois which relate to the provision of child support, alimony payments and marital property rights, as defined therein between spouses and former spouses in actions for divorce.

- X. This Court retains jurisdiction to establish or maintain this Order as a Qualified Domestic Relations Order; however, no amendment of this Order shall require the Plan to provide any form of benefit or option unavailable pursuant to the terms of the Plan.
- XI. A certified copy of this Order shall be served on the Plan Administrator or the above named employee benefit plan(s).

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

ENTER: \_\_\_\_\_  
JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

\_\_\_\_\_  
Attorney for Petitioner  
*[INSERT ADDRESS]*  
*[INSERT PHONE NUMBER]*  
Attorney No. *[INSERT ATTORNEY NO.]*