



The Participant *[has/has not]* begun receiving benefit payments from the Fund *[effective\_\_\_\_\_]*.

**Section 3. Alternate Payee**

The Alternate Payee is a spouse, former spouse, child or other dependent of the Participant who is recognized by this Order as having a right to receive all, or a portion of the benefits payable under the Plan with respect to the Participant.

Alternate Payee's Name: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Alternate Payee's Counsel (if any): \_\_\_\_\_

Counsel's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4. Amount of Benefit**

The Alternate Payee is assigned and the Fund is directed to pay the lesser of *[\$\_\_\_\_\_from or\_\_\_\_\_% of (choose one)]* the Participant's monthly benefit or the Participant's total monthly benefit.

**Section 5. Form of Benefit**

The Alternate Payee will receive his/her benefit as a share of the Participant's benefit.

**Section 6. Benefit Commencement**

The Alternate Payee may elect to commence receiving his/her benefits at any time after the Participant retires and begins to receive benefits under the Plan.

**Section 7. Benefit End**

The Alternate Payee's benefit under Section 4 will be paid until the earlier of the Participant's or the Alternate Payee's death, but shall not be payable during any period that benefits with respect to the Participant are suspended under the terms of the Plan.

## **Section 8. Participant's Death**

If the Participant predeceases the Alternate Payee prior to either party commencing his/her benefits, the Alternate Payee will be treated as the Participant's surviving spouse for purposes of the pre-retirement survivor annuity benefit available under the Plan. The [Alternate Payee](#) is awarded that part of the preretirement survivor annuity accrued from the date of marriage until the date of [separation/divorce (choose one)]

*Or*

The Alternate Payee will not be treated as the surviving spouse for purposes of the pre-retirement survivor annuity benefit available under the Plan.

## **Section 9. Alternate Payee's Death**

If the Alternate Payee predeceases the Participant, the Alternate Payee's benefit will revert to the Participant and the Participant will receive the full monthly benefit awarded at his/her retirement.

## **Section 10. Compliance with Applicable Laws**

Nothing in this Order requires the Fund to:

- a. pay any benefits not permitted under ERISA or the Code;
- b. provide any form of benefit or option not provided by the Fund with respect to the Plan;
- c. pay total benefits with a value in excess of the value of benefits the Participant would otherwise receive;
- d. pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another QDRO in effect prior to this Order.

## **Section 11. Fund's Discharge of Liability**

The Participant and Alternate Payee consent to the division of benefits set forth herein and agree to waive any claim against the Trustees and/or the Fund Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The Fund and its sponsors, employees, agents and fiduciaries shall be discharged from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA.

The approval of this Order by the Fund indicates only that the Fund has determined that the Order satisfies the requirements of a QDRO, does not violate the terms of the Plan, and is capable of administration under a reasonable construction. It is not to be taken as a determination by the Fund that the Order makes a legal, proper, fair or equitable division of

property. Plan officials, Trustees and the Plan assume no responsibility to the parties for supervising the correctness or fairness of that division.

**Section 12. Reservation of Jurisdiction**

This Court reserves jurisdiction to amend, establish, or maintain the status of this Order as a QDRO, as provided under ERISA or the Code.

**Section 13. The Parties' Cooperation**

The Participant and Alternate Payee authorize the release of any information required from the Fund to facilitate implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment data and filing of a vesting application.

**Section 14. Fund Rules**

The terms of and rules governing the Plan shall prevail in the event of any conflict between this Order and the Plan.

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Attorney for Participant

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Attorney for Alternate Payee

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Judge