

ADOPTED 9-23-2015

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCEDURES  
FOR THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND**

## **PROCEDURES FOR DETERMINATION AND ADMINISTRATION OF A QUALIFIED DOMESTIC RELATIONS ORDER**

### **I. Introduction**

A pension plan cannot pay out retirement benefits to an Alternate Payee without a Qualified Domestic Relations Order (or QDRO). For a Domestic Relations Order, defined below, to be “qualified,” it must conform to certain requirements of the law and to the Eighth District Electrical Pension Fund (the “Plan”).

The purpose of these Qualified Domestic Relations Order (“QDRO”) Procedures is to establish a reasonable and consistent process for determining whether or not a Domestic Relations Order qualifies under 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”), and for administering distributions pursuant to a Qualified Domestic Relations Order pursuant to those sections of the Code and ERISA.

### **II. Definitions**

#### **A. Alternate Payee**

The term “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under a plan with respect to such Participant as defined in Code Section 414(p) and ERISA Section 206(d)(3). This term includes any former spouse, child, or other dependent of a Participant who was recognized by a previous QDRO as having rights under the Plan.

#### **B. Domestic Relations Order**

A Domestic Relations Order is any order, judgment or decree issued pursuant to a State domestic relations law that provides for the provision of child support, alimony payments, or marital property rights to an Alternate Payee. A property settlement agreement which has not been approved by a court is not a Domestic Relations Order.

#### **C. Plan**

The term “Plan” means the Eighth District Electrical Pension Fund.

#### **D. Other Terms**

All other terms, including the terms “Participant” and “Plan Administrator” shall have the same meaning as the terms are used and defined in the Plan document.

### **III. Prior to Receipt of Domestic Relations Order**

Prior to the Plan’s receipt of a Domestic Relations Order, if the Plan receives written notice from a Participant or from a potential Alternate Payee that: (a) a domestic relations action (including divorce) is pending and/or a Participant and potential Alternate Payee are seeking a Domestic Relations Order; (b) the Plan will be receiving a Domestic Relations Order as a

result of the action described in (a); and (c) Plan assets will be a source of payment under the Domestic Relations Order, the Plan will apply the following procedures:

**A. Suspension of Distributions**

If the Plan receives notice satisfying the requirements of the preceding paragraph, all benefit applications will be put on hold until the Plan receives written confirmation from the Alternate Payee or the Alternate Payee's attorney that a Domestic Relations Order will not be submitted. In addition, the Plan Administrator will suspend distributions to the Participant to the extent necessary to protect the Alternate Payee's share of such distributions based on the notice provided.

**B. Ninety-day Limitation**

If, after 90 days from the receipt of such notice the Plan has not received a Domestic Relations Order relating to the Participant's benefits, the Plan Administrator will cancel the suspension of Participant distributions and will administer the Plan as if the Plan had not received the notice.

If, during the 90-day period, the Plan receives a Domestic Relations Order relating to the Participant, the Plan Administrator will proceed to determine the qualified status of the Domestic Relations Order under Section IV of these Procedures.

Before or after the expiration of the 90-day period, the Participant or potential Alternate Payee, may provide the Plan Administrator a subsequent notice. If the subsequent notice satisfies the notice requirements described above, the Plan will apply the provisions of this Section III with respect to the subsequent notice.

**C. Right to Review**

Upon receiving notice of a domestic relations action, the Plan Administrator shall make available to prospective Alternate Payees the following information:

1. These QDRO Procedures, with the model QDROs attached;
2. The Plan's Summary Plan Description;
3. The current Plan document (along with any amendments); and
4. A statement of the Participant's benefit entitlements.

**IV. Procedures Following Receipt of Domestic Relations Order**

**A. Notice and Delivery of QDRO Procedures to Participant and to Alternate Payees**

Within a reasonable amount of time after receipt of a Domestic Relations Order, the Plan Administrator will:

1. Notify the Participant, the Alternate Payee, and any Alternate Payee named in any other QDRO previously received by the Plan of the receipt of the Domestic Relations Order; and

2. Deliver to the Participant and to each Alternate Payee a copy of these QDRO Procedures.

If the Domestic Relations Order is submitted by a Participant's or Alternate Payee's attorney, or the Plan Administrator is otherwise advised that the Parties have retained an attorney, the Plan Administrator shall communicate directly with that attorney, and any such communication shall constitute communication with the individual Participant or Alternate Payee.

#### **B. Contents of Notice**

The notice to the Participant and each Alternate Payee shall state that:

1. A Domestic Relations Order was received by the Plan;
2. The Plan will determine whether the Domestic Relations Order is qualified;
3. The Participant or the Alternate Payee must submit any information they would like the Plan to consider in making its determination within 30 days;
4. The Plan may require either the Participant or the Alternate Payee to provide additional information or documents that the Plan may need to make its determination; and that
5. The Plan will promptly notify the Participant and the Alternate Payee of the Plan's determination.

A sample "Notice of Receipt of Domestic Relations Order" is attached hereto as Appendix A.

#### **C. Review of Order**

The Plan Administrator will then forward a copy of the Domestic Relations Order and any supporting documentation to the Plan's legal counsel for review. At this time, the Plan Administrator will also review the Participant's employment records and Plan records to determine if a previous QDRO exists under the Plan with respect to the Participant. In the event such a QDRO exists, the Plan Administrator shall advise legal counsel.

Legal counsel shall complete its review of the Domestic Relations Order and inform the Plan Administrator of its findings within a reasonable amount of time, generally, under normal circumstances, within 30 days after receiving the Domestic Relations Order from the Plan Administrator.

The Plan Administrator or the Plan's legal counsel may require the Participant or Alternate Payee to submit any additional information or documents deemed by the Plan Administrator or the Plan's legal counsel to be necessary or appropriate to consider in its determination. If requested, that information must be submitted within 30 days.

#### **D. Recording the Domestic Relations Order**

Once the Plan Administrator has received a Domestic Relations Order, the Plan Administrator will immediately create a “flag” in the Plan’s record-keeping system indicating that a Domestic Relations Order is being reviewed for the Participant. If a Domestic Relations Order is not qualified within the 18-month period that begins on the first date on which a payment would be required to be made under the Domestic Relations Order following receipt by the Plan, the Plan Administrator will remove the flag.

#### **E. Suspension of Participant Distributions**

If the Participant is or will soon be receiving benefits from the Plan at the time of receipt of the Domestic Relations Order, the Plan Administrator will withhold the share assigned to the Alternate Payee and hold those funds until the earlier of: (a) the date the Plan determines that the Domestic Relations Order is qualified; or (b) the end of the 18-month period that begins on the first date on which a payment would be required to be made under the Domestic Relations Order following receipt by the Plan. If a Domestic Relations Order has not been qualified within the 18-month period described above, all funds withheld will be paid to the Participant. The Alternate Payee may still file a QDRO, but the QDRO may only assign a share of benefits which have not yet been paid. The QDRO may not go back and “pick up” a portion of any benefits that have already been paid to the Participant.

### **V. Requirements for a Domestic Relations Order to be Qualified.**

A Domestic Relations Order shall be qualified if it satisfies *all* of the following requirements:

1. It clearly specifies the name and last known mailing address of the Participant and each Alternate Payee;
2. It clearly specifies that it applies to the Eighth District Electrical Pension Fund;
3. It clearly specifies the dollar amount or percentage of the benefit to be paid to the Alternate Payee;
4. It clearly specifies the number of payments or time period to which the Order applies;
5. It does not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;
6. It does not require the Plan to provide for benefits that exceed what the Participant or Alternate Payee may receive under existing federal law or the terms of the Plan (determined on the basis of actuarial value);

7. It 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 QDRO.

## **VI. Procedures Following Determination**

**A.** If it is determined that the Domestic Relations Order is a QDRO, the following procedures apply:

1. The Plan's legal counsel will notify the Plan Administrator, the Participant and each Alternate Payee that the proposed Domestic Relations Order is a QDRO and that the Plan shall comply with its terms.
2. Upon notification from the Plan's legal counsel, the Plan Administrator will immediately flag the Plan's record-keeping system to note that the Participant's benefits are subject to a QDRO.
3. Upon application for a distribution of benefits by either the Participant or the Alternate Payee, the Plan Administrator will forward a copy of the QDRO to the Plan actuaries. The Plan actuaries will review the division of benefits and make any calculations necessary to determine the Alternate Payee's share. The Plan Administrator will then implement the QDRO in accordance with the directions and calculations from the Plan actuaries.
4. Generally, an Alternate Payee will be eligible to receive her share only after the Participant has reached his earliest retirement age.

**B.** If it is determined that the Domestic Relations Order is not a QDRO, the following procedures apply:

1. Within a reasonable time of its determination, the Plan's legal counsel will advise the Plan Administrator, the Participant, and each Alternate Payee of the adverse decision and of the reasons for the adverse decision.
2. If the Participant is not entitled to or has not requested a present distribution of any benefits, the Plan will continue to administer the Plan as if the Plan had not received the Domestic Relations Order.
3. In the absence of a QDRO, an Alternate Payee's share is only subject to protection for the 18-month period that begins on the first date on which a payment would be required to be made under the Domestic Relations Order following receipt by the Plan. If a Domestic Relations Order is not determined to be a QDRO within this period, the Plan Administrator will pay the Participant any amounts that were payable but withheld as a result of the receipt of the Domestic Relations Order. The Trustees may delay a distribution if they have sufficient reason to believe that a modified or amended Domestic Relations Order is forthcoming for further determination of qualification.

C. If either the Participant or Alternate Payee disagrees with the determination, an appeal may be filed in accordance with the Plan's Claims Appeal procedures. The Claims Appeal procedures may be obtained by contacting the Plan Administrator.

## **VII. Preapproval of Domestic Relations Orders**

To avoid multiple filings with the court, it is advisable for the Participant and/or the Alternate Payee to send the Plan a draft Domestic Relations Order for review before presenting it for a judge's signature. If the draft Domestic Relations Order is qualified, the Plan will write a letter stating it will accept the Domestic Relations Order as a QDRO and will follow its instructions once the Plan receives a final copy of the Domestic Relations Order signed by a judge. Although the Plan will pre-approve draft Domestic Relations Orders, the Plan may only honor a Domestic Relations Order that has been filed with the Court, signed by a judge, and accepted as a QDRO by the Plan. A Domestic Relations Order pre-approved by the Plan is not a valid QDRO until issued by the Court and then qualified by the Plan.

If the draft Domestic Relations Order submitted to the Plan is not qualified, the Plan will send a letter that explains the reasons the Order did not qualify. Any Domestic Relations Order determined not qualified must be revised and resubmitted for a new determination.

## **VIII. Model QDRO**

To assist with the drafting of QDROs the Plan has prepared Model QDROs. Attached hereto as Appendix B is a "separate interest" Model QDRO which parties may generally use in circumstances where the Participant has not yet retired. Attached hereto as Appendix C is a "shared payment" Model QDRO which is applicable in circumstances where the Participant has already retired and commenced receiving benefits.

## **IX. Additional Procedural Matters**

Neither the Participant nor the Alternate Payee may bring a lawsuit against the Plan regarding an Order's qualified status unless an order has been submitted, a determination has been made or the time to make a determination has passed, and all possible appeals have been exhausted.

Any notices sent to the Participant or Alternate Payee shall be in writing and either personally delivered or sent by United States mail (pre-paid, first class) to the last known address on file with the Plan. The Plan will not send notices to any other party or address unless instructed to do so in writing.

As previously mentioned, if an Alternate Payee has an attorney and that attorney is sending communications directly to the Plan, the Plan will correspond directly with the attorney. If an Alternate Payee wants correspondence to go both to him/her and to his/her attorney, the Alternate Payee must send the Plan a written request.

All references to days in these Procedures shall be construed as calendar days except where specified otherwise. If the end of any prescribed period falls on a Saturday, Sunday, or federal holiday, such period shall instead end on the next immediate business day.

## Appendix B

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY,  
IN THE STATE OF \_\_\_\_\_

## QUALIFIED DOMESTIC RELATIONS ORDER

IT IS HEREBY ORDERED AS FOLLOWS:

1. **Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's pension benefits payable under a multi-employer defined benefit pension plan that is qualified and maintained under applicable provisions of the Internal Revenue Code of 1986 (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"), each as amended to date. It is intended that this Order constitute a Qualified Domestic Relations Order ("QDRO") under Code Section 414(p) and ERISA Section 206(d)(3).
2. **Participant Information:** The name, last known address, Social Security number and date of birth of the Participant are:

Name: \_\_\_\_\_

Address:

Social Security No.:

Date of Birth:

3. **Alternate Payee Information:** The name, last known address, Social Security number and date of birth of the Alternate Payee are:

Name: \_\_\_\_\_

Address:

Social Security No.:

Date of Birth:

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any

4. **Dates of Marriage and Separation or Divorce:** The Participant and the Alternate Payee (collectively, the “Parties”) were married on \_\_\_\_\_. The Parties were physically separated or legally divorced on \_\_\_\_\_.
5. **Plan Name:** The name of the Plan to which this Order applies is the **Eighth District Electrical Pension Fund** (the “Plan”). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant’s benefits described below is incurred shall also be subject to the terms of this Order. In addition, any benefits accrued by the Participant under a predecessor plan or any other defined benefit plan where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order.
6. **Dates of Participation in the Plan:** The records of the Plan indicate that the Participant commenced participation in the Plan from \_\_\_\_\_ through \_\_\_\_\_.
7. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of \_\_\_\_\_.
8. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate payee as a result of a final order or decree of divorce between the Participant and Alternate Payee.
9. **Amount of Alternate Payee’s Benefit:** This Order assigns to the Alternate Payee an amount equal to the actuarial equivalent of \_\_\_\_\_ percent (\_\_\_\_%) of the marital portion of the Participant’s accrued benefit determined as of \_\_\_\_\_, but shall include any subsequent, retroactive increases in said accrued benefit thereafter approved by the Board of Trustees of the Plan prior to the Alternate Payee’s benefit commencement date hereunder. The marital portion of the Participant’s accrued benefit shall be defined as those benefits which accrued during the period set forth in Section 4.

Notwithstanding the language set forth above, in the event that the Alternate Payee becomes entitled to a qualified pre-retirement survivor annuity under Section 11 of this Order, then the Alternate Payee’s right to a share of the Participant’s benefits as called for under Sections 9 and 10 of this Order shall be terminated as of the date of the Participant’s death, and the qualified pre-retirement survivor annuity shall be payable to the Alternate Payee in lieu of any other benefits to which she may be entitled under the terms of this Order.

To the extent that benefit maximum limitations are imposed upon the monthly benefits payable to the Participant or Alternate Payee, or both, under Code Section 415, prevailing Plan provisions, or by the Pension Benefit Guarantee Corporation (“PBGC”) under prevailing statutes, the Participant and Alternate Payee shall share equally such benefit maximum limitation before calculation of the Alternate Payee’s final distributable monthly benefit under this Section 9.

10. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence her benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence his benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit options permitted

under the terms and provisions of the Plan, other than a qualified joint and survivor annuity with a current spouse as beneficiary. Unless otherwise elected, the Alternate Payee's benefits shall be based on Participant's life expectancy. Any actuarial reduction which might be necessary to convert the Alternate Payee's benefits to one based on the Alternate Payee's lifetime should be applied to the Alternate Payee's benefits.

Further, should any early commencement reduction be necessary in the event that the Alternate Payee commences benefits prior to the Participant's normal retirement date, then such reduction shall be applied to the Alternate Payee's benefits in accordance with applicable Plan provisions.

The Alternate Payee shall be entitled to a pro-rata share of any early retirement subsidy provided to the Participant on the date of the Participant's retirement, and the amounts payable to the Alternate Payee shall be increased in accordance with the Plan's standard practices and actuarial factors used to determine same. Such pro-rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits set forth in Section 9 of this Order. Should the Participant's benefit cease due to his return to employment, the Alternate Payee's monthly benefit amount will be revised to eliminate that proportionate share of any such early retirement subsidy.

11. **Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Qualified Pre-retirement Survivor Annuity as Such Term is Defined in Code Section 417:** In the event that the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of the monthly qualified pre-retirement survivor annuity. For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as set forth in Code Sections 401 (a)(11) and 417(d) and as may be required under the provisions of the Plan.

This designation applies only to the marital portion of the Participant's accrued benefit as determined in Section 9 hereof. The Alternate Payee shall be treated as a surviving spouse of the Participant for purposes of any pre-retirement surviving spouse death benefits that are attributable to the marital portion of Participant's benefits (including, but not limited to, the qualified pre-retirement survivor annuity), and any subsequent spouse of the Participant shall not be treated as a spouse of the Participant for such purposes with respect to such portion.

12. **Death of Alternate Payee:** If the Alternate Payee predeceases the Participant prior to the commencement of the Alternate Payee's benefits hereunder, Alternate Payee's share shall revert to the Participant. Should the Alternate Payee predecease the Participant after the Alternate Payee's benefits have commenced, then such remaining benefits, if any, will be paid in accordance with the form of benefit and to the beneficiary elected by the Alternate Payee.

13. **Savings Clause:** This Order is not intended, and shall not be construed, in such a manner as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to provide increased benefits determined on the basis of actuarial value;
- (c) to pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO; or
- (d) does not limit the right of the Plan Trustees to interpret, amend, merge, terminate or take any other action with respect to the Plan subject to the prevailing provisions of the Code and ERISA, or successor statutes.

14. **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 Administrator of such information as the Plan Administrator may reasonably require from such Parties to make the necessary calculation of the benefit amounts contained herein.

15. **Continued Qualified Status of Order:** It is the intention of the Parties that this QDRO continue to qualify as a QDRO under Code Section 414(p) and ERISA Section 206(d), as the same 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.

16. **Tax Treatment of Distributions Made Under This Order:** For purposes of Code Sections 402(a)(1) and 72, the Alternate Payee 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.

17. **Constructive Receipt:** If the Plan 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 the amount of the incorrect benefit receipt, and shall forthwith pay such amounts so received directly by the Alternate Payee within ten (10) days of receipt.

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 stipulated herein.

19. **Effect of Plan Termination:** If the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the PBGC, the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the participant's benefits are guaranteed by the PBGC.

**IT IS SO ORDERED.**

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District Court Judge

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Dated

**APPROVED:**

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Participant

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Attorney for Participant

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Alternate Payee

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Attorney for Alternate Payee

## Appendix C

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY,  
IN THE STATE OF \_\_\_\_\_

\_\_\_\_\_, )  
Petitioner, )  
vs. ) Case No. \_\_\_\_\_  
\_\_\_\_\_, )  
Respondent. )  
\_\_\_\_\_ )

**QUALIFIED DOMESTIC RELATIONS ORDER [RETIRED PARTICIPANT]**

IT IS HEREBY ORDERED AS FOLLOWS:

1. **Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under a multiemployer defined benefit plan that is qualified under Section 401 of the Internal Revenue Code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414 (p) of the Code and Section 206 (d) (3) of ERISA.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" is:

Name: \_\_\_\_\_

Address:

Social Security Number:

Birth Date:

3. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the “Alternate Payee” is:

Name: \_\_\_\_\_

Address:

Social Security Number:

Birth Date:

The Alternate Payee shall have the duty to notify the plan administrator in writing of any changes in mailing address subsequent to the approval of this Order by the Plan.

4. **Plan Name:** The name of the Plan to which this Order applies is the **Eighth District Electrical Pension Fund** (the “Plan”). Further, any successor plan to the Plan or any other

plan(s) to which liability for provision of the Participant's benefits described below is incurred shall also be subject to the terms of this Order. In addition, any benefits accrued by the Participant under a predecessor plan or any other defined benefit plan where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order.

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect the Alternate Payee's rights as stipulated under this Order.

5. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of \_\_\_\_\_.
6. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the Order of Dissolution of Marriage between the Participant and the Alternate Payee entered on \_\_\_\_\_.
7. **Dates of Participation & Retirement:** The records of the Plan indicate that the Participant commenced participation in the Plan from \_\_\_\_\_ through \_\_\_\_\_. The Participant retired and began receiving benefits from the Plan on \_\_\_\_\_.
8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to the actuarial equivalent of \_\_\_\_\_ % of the Participant's lifetime monthly benefit and any general increases thereon.
9. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee shall be eligible to commence receiving the benefits assigned to her pursuant to this Order as soon as administratively feasible following the date that the Plan accepts a court-issued certified copy of the final QDRO. The Alternate Payee shall receive her share as a portion of the Participant's monthly benefit based on the form elected by the Participant at his retirement. The Alternate Payee shall not be entitled to make a separate benefit election or to have her share of benefits recalculated to be paid over her lifetime. The Alternate Payee shall continue to receive the assigned share of the Participant's monthly benefit until the date of the Participant's death.

If the Participant's monthly benefit ceases due to termination of the Participant's disability or the Participant's return to work, the Alternate Payee's benefit will also cease until the Participant's benefit is reinstated.

If the Participant is receiving a Participant and Spouse Pension with the Alternate Payee as his survivor annuitant, the survivor benefit is separate and distinct from the provisions of this Order and is in no way modified or impacted by this Order.

10. **Death of Alternate Payee:** If the Alternate Payee predeceases the Participant, the portion of the Participant's lifetime monthly benefit assigned via this order shall revert back to the Participant.

11. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) to require the payment of any benefits to the Alternate Payee that is required to be paid to another alternate payee under another order that was previously deemed to be a QDRO.

12. **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 administrator of such information as the plan administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

13. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414 (p) of the 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.

14. **Tax Treatment of Distributions Made Under this Order:** All benefits paid to Alternate Payee pursuant to this Order shall be taxed to Alternate Payee's social security number.

15. **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 this Order, the Participant shall immediately reimburse the Alternate Payee to the extent of such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

16. **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 stipulated herein.

**IT IS SO ORDERED.**

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District Court Judge

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Dated

**APPROVED:**

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Participant

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Attorney for Participant

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Alternate Payee

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Attorney for Alternate Payee