

## **NOTICE REGARDING SAMPLE QUALIFIED DOMESTIC RELATIONS ORDERS**

The Ohio Carpenters' Pension Fund frequently receives requests from domestic relations attorneys and other parties for a sample qualified domestic relations order. The following sample, if adopted by the domestic relations court, may be acceptable to the Fund for the purpose of dividing and paying a participant's accrued pension benefit under the Fund.

The appropriate division of a participant's accrued benefits under the Fund in a divorce or in alimony, child support or similar enforcement proceedings may vary substantially from one case to another, depending upon the particular circumstances of the parties. Items requiring review and agreement include the benefit allocation percentages, pre- and post-retirement death benefit coverage, time of distribution or commencement of benefits, selection and cost of optional forms of benefit payment, and designation of beneficiaries. An agreement must be reached on these items by the parties, or decisions must be made by the court if agreement cannot be reached by the parties. All decisions on these items must conform to provisions of the divorce decree or similar order or agreement and to the terms of the Fund's benefit plan. Accordingly, there is no "standard" form of qualified domestic relations order that is used or suggested by the Fund.

We have, however, provided for your review and possible use sample qualified domestic relations orders in a format that has previously been accepted by the Fund. We have also provided a copy of the Fund's qualified domestic relations order procedure for your review and possible use.

You are advised that the Fund neither has nor assumes any responsibility for preparing an appropriate qualified domestic relations order for use in a divorce or similar proceeding; that responsibility lies with each party's legal counsel. Any requests for additional information about the Fund or the Fund's benefits that is necessary to prepare a qualified domestic relations order should be made in writing to the Fund's Administrator, at Ohio Carpenters' Pension Fund, P.O. Box 31580, Independence, Ohio 44131.

## \*\*\*PRE-RETIREMENT MODEL\*\*\*

USE THIS FORM IF THE PARTICIPANT IS NOT YET RECEIVING MONTHLY BENEFITS.  
FAILURE TO FOLLOW THE INSTRUCTIONS THROUGHOUT THIS MODEL MAY RESULT IN  
ADDITIONAL DELAY IN PROCESSING OR REJECTION OF THE ORDER.

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
COUNTY, STATE OF \_\_\_\_\_**

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 the Ohio Carpenters' Pension Fund (the "Plan"), 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:  
SSN:  
DOB:

The Participant shall have the duty to notify the Plan administrator in writing of any changes in their mailing address after the entry of this Order. The Participant designates themselves to receive all notices regarding the status of this Order and all related matters.

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

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

Address:  
SSN:  
DOB:

The Alternate Payee shall have the duty to notify the Plan administrator in writing of any changes in their mailing address after the entry of this Order. The Alternate Payee designates themselves to receive all notices regarding the status of this Order and all related matters.

**4. Plan Name:** The name of the Plan to which this Order applies is the Ohio Carpenters' Pension Fund, with a current mailing address of P.O. Box 31580 Independence, OH 44131 and telephone number of (855) 837-3528. 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 this Order's terms.

**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 Ohio.<sup>1</sup>

**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 a final order or decree of divorce or dissolution, as the case may be, terminating the marriage of the Participant and Alternate Payee.

**7. 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 under the Plan. The marital portion shall be that part of the Participant's accrued benefit earned during the term of the marriage (i.e., for this purpose, the period from \_\_\_\_\_, \_\_\_\_, through \_\_\_\_\_, \_\_\_\_,<sup>2</sup> inclusive, determined as of \_\_\_\_\_, \_\_\_\_)<sup>3</sup>, but shall not include any subsequent, retroactive increases in said accrued benefit thereafter approved by the Plan's Board of Trustees prior to the Alternate Payee's benefit commencement date hereunder.

In addition to the above, the Alternate Payee shall receive a pro-rata share of any cost-of-living adjustments or other economic improvements made to the Participant's benefits on or after the date of the Participant's retirement. Such pro-rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated pursuant to this Section 7.

Notwithstanding the language set forth above in this Section 7, if the Alternate Payee becomes entitled to a qualified pre-retirement survivor annuity under Section 9 of this Order, then the Alternate Payee's right to a share of the Participant's benefits as called for under Sections 7 and 8 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 the Alternate Payee may be entitled under the terms of this Order.

<sup>1</sup> Please insert the appropriate state.

<sup>2</sup> Please insert the date of marriage first, followed by the date of divorce.

<sup>3</sup> Please insert the date on which the value of the Alternate Payee's award should be calculated. Generally, this is the same as the date of divorce.

Notwithstanding the foregoing, the Participant and Alternate Payee understand and agree that Code Section 415 and applicable provisions of the Plan impose maximum benefit payment limitations which may not be exceeded, and testing for such limitations requires aggregation of the Participant's benefit with those assigned to the Alternate Payee hereunder. If the aggregated benefits payable under the Plan to both the Participant and Alternate Payee would exceed such limitations, the Participant and Alternate Payee (i) agree to share on a pro rata basis any benefit reduction imposed by the Plan with respect to the Participant's accrued benefit in order to comply with such limitations and (ii), accordingly, understand that their respective benefits are subject to possible reduction, prospectively or retroactively, by the Plan in order to comply with such limitations. Any such reductions shall be determined at the time benefit payments commence to the Participant or Alternate Payee, as the case may be, and may thereafter be adjusted to reflect permitted cost-of-living adjustments or other changes required or permitted under the Code and by the Plan.

**8. Commencement Date and Form of Payment to Alternate Payee:** The

Alternate Payee may elect to commence benefits under the Plan at any time on or after the date the Participant attains the "earliest retirement age" as such term is defined in the Plan and Section 414(p) of the Code. Further, if the Participant becomes eligible to commence benefits at an earlier date as the result of a disability retirement, then the Alternate Payee shall be also be entitled to commence their share of the benefits at such earlier date. Notwithstanding the above, the Alternate Payee shall commence their share of the benefits no later than the Participant's actual date of benefit commencement. 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 new spouse as the beneficiary. The form of benefit elected by the Alternate Payee shall be based on the life expectancy of the Alternate Payee. 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, provided, however, that such actuarial reduction shall not include any early retirement subsidy available under the Plan except as provided in the following paragraph.

The Alternate Payee shall be entitled to a pro-rata share of any early retirement subsidy (including any early retirement supplements, interim payments or temporary benefits) 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 is calculated pursuant to Section 7 of this order. Should payment of the Participant's monthly benefit be suspended due to their return to work in disqualifying employment, payment of the Alternate Payee's monthly benefit amount shall not be suspended but will be revised to eliminate that proportionate share of any such early retirement subsidy during the period of such suspension and until the Participant once again begins receiving monthly pension benefit payments and an early retirement subsidy with respect thereto.

**9. Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Eligibility for the Qualified Pre-retirement Survivor Annuity Required Under Code Section 417:**

If the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced their 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 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 assigned portion of the Participant's accrued benefit, as determined in Section 7 hereof. The Alternate Payee shall be treated as a surviving spouse of the Participant for purposes of the qualified pre-retirement survivor annuity that is attributable to the assigned portion of Participant's benefits and any subsequent spouse of the Participant shall not be treated as a spouse of the Participant for such purposes with respect to this assigned portion.

**Participant Required to Maintain Preretirement Survivor Annuity Coverage:** If the costs associated with providing this preretirement survivor annuity benefit are not fully subsidized by the Plan, then Participant must make an affirmative election for such preretirement survivor annuity benefit coverage in a timely manner and in accordance with the Plan's election procedures.

**10. Death of Alternate Payee:** If the Alternate Payee predeceases the Participant prior to the commencement of the Alternate Payee's benefits hereunder, any pre-retirement death benefits payable with respect to the Alternate Payee's assigned portion of the Participant's benefits shall be paid to the Alternate Payee's beneficiaries under the Plan. 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. If a beneficiary has not been designated by or, if designated, does not survive the Alternate Payee, then a contingent beneficiary will be selected pursuant to the provisions of the Plan regarding same.

**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 are 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 parties' intention that this Order 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 the provisions hereof shall be administered and interpreted in conformity therewith. 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:** 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.

**15. 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 to the extent that the Participant has received such benefit payments, and shall 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 parties' original intent as stipulated herein. 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, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make an award of alimony, if applicable, if the Participant fails to comply with the above provisions requiring said payments to the Alternate Payee.

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

**18. Actions by Participant:** The Participant shall not take any actions, affirmative or otherwise, that can circumvent this Order's terms and provisions, or that could diminish or extinguish the Alternate Payee's rights and entitlements 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 to the extent necessary to neutralize the effects of the Participant's actions or inactions and to the extent of the Alternate Payee's full entitlements hereunder.

**19. Notice of Pending Retirement:** The Participant shall be required to notify the Alternate Payee, in writing, within thirty (30) days prior to their actual date of retirement. Such notice shall indicate their intention to retire and the elected benefit commencement date. The notice shall be sent via regular, first class mail. For this purpose, the Alternate Payee shall notify the Participant of any changes in their mailing address.

**20. Receipt and Approval of This Order by the Plan:** The Participant and/or Alternate Payee or their legal counsel shall furnish or cause the Clerk of Courts to furnish a copy of this Order to the Plan administrator and inform the Plan administrator of the parties' intent that this Order constitute a QDRO under applicable provisions of ERISA and the Code. The Participant and Alternate Payee shall take such further action as may be necessary to ensure that a prompt determination is made by the Plan administrator or a court of competent jurisdiction that this Order constitutes a QDRO under applicable provisions of ERISA and the Code and that the Plan distributes the Alternate Payee's assigned benefits when required to do so pursuant to this Order.

SO ORDERED.

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JUDGE \_\_\_\_\_

Approved:

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Plaintiff \_\_\_\_\_

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(Ohio Reg. \_\_\_\_\_ )

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Tel: (    ) \_\_\_\_\_

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Fax: (    ) \_\_\_\_\_

Attorney for Plaintiff

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Defendant \_\_\_\_\_

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(Ohio Reg. \_\_\_\_\_ )

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Tel: (    ) \_\_\_\_\_

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Attorney for Defendant