

STATE OF MICHIGAN
COUNTY CIRCUIT COURT

,

Plaintiff,

Case No.

vs.

Hon.

,

Defendant.

*

Attorney for Plaintiff

*

Attorney for Defendant

QUALIFIED DOMESTIC RELATIONS ORDER

At a session of Court, held in the city of,
County of, State of Michigan

On _____

PRESENT: HONORABLE _____
CIRCUIT COURT JUDGE

This order is intended to serve as a Qualified Domestic Relations Order (QDRO) by which defendant, assigns a portion of his retirement benefits, under the retirement benefit plan specified below the plaintiff, in accordance with Sections 401(a)(13) and 414(p) of the Internal Revenue Code of 1986, as amended.

1. The retirement benefit plan subject to the Order is as follows:

Millwrights' Local No. 1102 Supplemental Pension Fund

c/o Plan Administrator
Board of Trustees
6525 Centurion Drive
Lansing, MI 48917-9275

2. In connection with this Order, the following information is provided.

Participant is the

- a. Name:
- b. Date of Birth:
- c. Address:
- d. Social Security Number:

Alternate Payee is the

- a. Name:
- b. Date of Birth:
- c. Address:
- d. Social Security Number:

3. The Participant and Alternate Payee were married on _____ and divorced on _____.
4. The Participant assigns to the Alternate Payee a portion of his benefits from the Plan and the Plan will pay benefits to the Alternate Payee according to the following terms and conditions:
- a. The Alternate Payee will receive payment from the Plan pursuant to the Participant's assignment of benefits to the Alternate Payee, of amount determined as follows:
 - (i) This Order assigns to the Alternate Payee an amount equal to _____ Percent (____%) of the Participant's total account balance accumulated under the Plan between _____ and _____ **OR** as of the valuation date, _____ (or closest valuation date thereto).
 - (ii) In no event shall the amount assigned to the Alternate Payee exceed the balance of the credit of

the Participant in the Fund as of the date of distribution to the Alternate Payee.

- (iii) The Alternate Payee's award is entitled to earnings (dividends, interest, gains, charges and losses) from the valuation date to the date that the award is segregated from the Participant's account(s). From and after the date of segregation, the Alternate Payee's award shall be held in an account under the Plan and **SHALL or WILL NOT** be credited with dividends, interest, gains, charges and losses attributable to the investments therein until distribution.
 - (iv) In the event that there is an outstanding loan balance as of the valuation date on which division of the account occurs, the loan balance **WILL or WILL NOT** be included for purposes of calculating the account balance to be divided.
 - (v) In the event the Alternate Payee does not, or cannot, elect an immediate distribution, her share of the benefits described above shall be segregated and separately maintained in an account(s) established on her behalf.
 - (vi) If the Alternate Payee elects to receive benefits at the Participant's early retirement age under Paragraph 4-c, it is the parties' intention and the order of this Court that the Alternate Payee receive the account balance assigned to her under paragraph (i) above, subject to her election among available optional forms of benefits.
 - (vii) If the Alternate Payee elects to receive her benefits in the form of an annuity, the portion of the account assigned to her will be used to purchase an annuity contract for her benefit from a commercial insurance company consistent with the terms of the Plan.
- b. The benefits payable to the Alternate Payee will otherwise commence when the Participant begins to receive benefits

under the plan and shall be payable in the form of the plan's Qualified Joint and Survivor Annuity as indicated in Paragraph 4-f unless the Alternate Payee elects to receive benefits in a lump sum (but only of such lump sum distribution is allowed by the Plan) or any other form permitted by the Plan. (See paragraph 4(d)).

- c. The Alternate Payee shall have the right to elect to receive benefit payment under the Plan at any time beginning when the Participant reaches early retirement age as defined in Section 414(p)(4)(b) of the Internal Revenue Code of 1986, as amended.
- d. The Plan will pay benefits to the Alternate Payee in any form permitted by the Plan which is selected by the Alternate Payee, provided that the form the Alternate Payee selects does not adversely affect the selection by the participant of a form of benefit payment (including the Participant's right to designate a beneficiary other than or in addition to the Alternate Payee). The Alternate Payee may not elect a Qualified Joint and Survivor Annuity naming a subsequent spouse as contingent annuitant.
- e. The Alternate payee shall be designated as the surviving spouse for purposes of the Plan's pre-retirement survivor annuity benefit for that portion of the Participant's account balance that is being assigned to the Alternate Payee in Paragraph 4-a.
- f. The Alternate Payee shall be designated as the surviving spouse for purposes of the Plan's Qualified Joint and Survivor Benefit for that portion of the Participant's account balance that was assigned to the Alternate Payee, but only to the extent required to assure that the Alternate Payee receives the Plan benefits assigned to her under the Default Judgment of Divorce and this Order. The Participant shall designate the Alternate Payee as beneficiary of the such Survivor Benefit unless the Alternate Payee begins to receive Benefits in a form which provides a lump sum distribution (but only if such lump sum distribution is allowed by the Plan), a life annuity based on the Alternate Payee's life or an alternate form as provided in Paragraph 4-

- d, The Alternate Payee's designation as the Participant's surviving spouse shall end if the Alternate Payee receives a distribution of all or any portion of the Participant's account assigned to her under the Order in a single sum distribution or an annuity contract purchased for her benefit with a portion of the Participant's account assigned to her under the Order or in another permitted optional form of benefits as provided by the Plan.
- g. If the Alternate Payee predeceases the Participant prior to the commencement of benefits assigned to the Alternate Payee hereunder, the benefits assigned to the Alternate Payee by this Order shall revert to the Participant to the extent that the Plan so allows for such reversion.
- h. The Alternate Payee shall include in gross income, for the tax year of receipt, all retirement benefit distributions that the Alternate Payee receives pursuant to the Participant's assignment of benefits; and accordingly, the Participant shall not include such benefit distribution that is made under the Participant's assignment of benefits. Further, the Participant's investment in the Plan, if any, shall be shared proportionately with the Alternate Payee as provided in Section 72(m) (10) of the IC.
- i. The Participant and the Alternate Payee agree to share any additional actuarial or administrative costs imposed by the Plan due to this Order or the benefit election by the Alternate Payee under this Order. The Alternate Payee's share of said costs shall be in proportion to the Alternate Payee's share of the Participant's normal retirement monthly benefit awarded to the Alternate Payee under paragraph 4-a(1).
5. This assignment of benefits does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the plan. This assignment does not require the Plan to provide increased benefits (determined on the basis of actuarial equivalent values). This assignment does not require the Plan to provide benefits to the Alternate Payee which are required to be [paid to another Alternate Payee under another order previously determined to be a QDRO.

6. The Participant, the Alternate Payee and the Court intend this Order to be a QDRO under the Retirement Equity Act of 1984, Pub. L. No. 98-397.
7. The parties agree that their mutual intent is to provide the Alternate Payee with a retirement payment that fairly represents what they have agreed to be the Alternate Payee's marital share of the participant's accrued retirement benefit as defined in Paragraph 4. In the event any order submitted to the administrator of the plan is held not to be a QDRO within the meaning of IC Section 414(p), the parties hereby agree to submit to and request a court of competent jurisdiction to modify the order to make it a QDRO in such a manner that will reflect the parties intent as herein expressed and thereafter to enter an order modifying the Domestic Relations Order entered at the time of the divorce, said modification order to be entered *nun pro tunc*, if appropriate.

CIRCUIT COURT JUDGE

Approved for entry:

Attorney for Plaintiff

Attorney for Plaintiff

Participant

Alternate Payee