

SAMPLE SUPPLEMENTAL RETIREMENT PLAN

IMPORTANT NOTE: THIS IS NOT A FORM TO BE COMPLETED. IT IS A DOCUMENT TO BE USED AS A GUIDELINE IN DRAFTING A QDRO. MATERIAL CONTAINED IN BRACKETS IS FOR YOUR INFORMATION ONLY AND SHOULD NOT BE INCLUDED IN THE ORDER. ALSO, IN CERTAIN INSTANCES, YOU MUST ELECT ONE OF SEVERAL CHOICES. EACH CHOICE IS INDICATED BY A # **AND BOLD TYPE**.

_____ *[INSERT NAME OF THE COURT]*

IN THE **_____** *[INSERT NAME OF THE COURT]*

IN RE: THE MARRIAGE OF:)
)
)
_____)
Petitioner)
)
and) Case No. **_____**
)
_____)
Respondent)

QUALIFIED DOMESTIC RELATIONS ORDER ("QDRO")

This cause coming to be heard for the purpose of entry of a Qualified Domestic Relations Order ("QDRO") pursuant to and in compliance with ERISA §206(d)(3), 29 U.S.C. §1056(d)(3) and the regulations thereunder, and Section 414(p) of the Internal Revenue Code of 1986, and the regulations thereunder; the Court on **_____** *[INSERT DATE]*, entered a judgment relating to the provisions of marital property rights of a spouse, former spouse, or child (as "ALTERNATE PAYEE") of the PARTICIPANT's interest in the Mid-America Carpenters Regional Council Supplemental Retirement Plan (the "PLAN"), due notice having been given; the Court having jurisdiction of the parties and the subject matter; and the Court being advised in the premises;

THE COURT FINDS AND IT IS HEREBY ORDERED AS FOLLOWS:

- A. SATISFACTION OF QDRO REQUIREMENTS.** It is the intention of the parties that the provisions of this Order governing the disposition and assignment of a portion of the PARTICIPANT's interest in The Mid-America Carpenters Regional Council Supplemental Retirement Plan or its successor to the ALTERNATE PAYEE be incorporated into a judgment for dissolution of marriage, dissolving the marriage of the parties. As it is the further intention of the parties that this Order shall qualify and be deemed a QDRO as defined in the aforementioned regulations, the following information is provided:

(1) The names, relationship (i.e. former spouse, child, father, etc...), Social Security Numbers, dates of birth and last known mailing addresses are as follows:

(a) _____
Participant Social Security Number

Relationship to the Alternate Payee Date of Birth

Address

(b) _____
Alternate Payee Social Security Number

Relationship to the Participant Date of Birth

Address

(2) The amount or percentage of the PARTICIPANT's benefits to be paid by the PLAN to the ALTERNATE PAYEE and the manner in which such amount or percentage is to be determined is specified in paragraphs C(1), C(2) and C(3) below.

Note: Paragraph C(1) below may not use an assignment date, or formula that includes a date, that is earlier than October 1, 2015.

(3) The number of payments or periods to which this Order applies is specified in paragraphs C(1), C(2) and C(3) below.

(4) The PLAN to which this Order applies is The Mid-America Carpenters Regional Council Supplemental Retirement Plan or its successor. This Order does **NOT** apply to the defined benefit portion of the Mid-America Carpenters Regional Council Pension Fund.

B. DEFINITIONS. The following definitions shall apply for the purposes of this Order.

(1) The term "Marriage Date" means the date on which the parties were married, which is _____ [INSERT DATE]

(2) The term "Date of Dissolution" shall mean the date of the entry of the judgment dissolving the marriage of the parties. The Date of Dissolution is _____ [INSERT DATE]

(3) The term "Accounts" shall have the same meaning given to the term in the PLAN

(4) The term "Vested" shall have the same meaning given to the term in the PLAN.

C. **ASSIGNMENT OF BENEFITS AND PAYMENT PROCEDURE.** The PARTICIPANT and the ALTERNATE PAYEE hereby agree to the following:

(1) The ALTERNATE PAYEE is hereby assigned **[CHOOSE ONE]:**

_____% of the PARTICIPANT's Vested Accounts in the PLAN as of (insert date on or after October 1, 2015)

OR

\$ _____ from the PARTICIPANT's Vested Accounts in the PLAN as of (insert date on or after October 1, 2015)],

[CHOOSE ONE:

without investment performance thereon

OR

plus investment performance (earnings and losses) thereon from (insert date) to the date the ALTERNATE PAYEE's assigned benefit is transferred to an account in the ALTERNATE PAYEE's name].

- (2) If, on the date benefits are transferred to an account in the ALTERNATE PAYEE'S name, the PARTICIPANT'S entire account balance is less than the assignment to the ALTERNATE PAYEE made in Section C(1) above, then the ALTERNATE PAYEE is hereby assigned 100% of the PARTICIPANT'S entire account balance as of the date benefits are transferred to an account in the ALTERNATE PAYEE's name. This does not preclude the ALTERNATE PAYEE from taking action to recover the difference between the amount assigned and the amount transferred that are due to PARTICIPANT withdrawals from the account between the date of assignment and the date of transfer.
- (3) The ALTERNATE PAYEE's assigned benefit shall be transferred to an account in the ALTERNATE PAYEE's name in the PLAN within a reasonable period following the date the Order is received and accepted by the PLAN. The ALTERNATE PAYEE's assigned benefit shall be taken pro rata from the PARTICIPANT's Accounts in the PLAN and shall be invested in the Plan's Qualified Default Investment Alternative (QDIA) fund until the ALTERNATE PAYEE elects other investment choices pursuant to the terms of the PLAN.
- (4) The ALTERNATE PAYEE may request an application for distribution of the assigned benefit from the PLAN at any time after the Order is received and accepted by the PLAN. The ALTERNATE PAYEE may elect distribution in any form permitted under the PLAN. The distribution will be subject to applicable tax laws under the Internal Revenue Code.

- (5) If the ALTERNATE PAYEE dies prior to the date that the assigned benefit is distributed to the ALTERNATE PAYEE in accordance with C(4) above, the ALTERNATE PAYEE's assigned benefit shall be payable to:

Name Social Security Number

Relationship to Alternate Payee Date of Birth

Address

The ALTERNATE PAYEE may update this beneficiary designation by contacting the PLAN for the proper form. Any beneficiary change will be effective on the date that the PLAN receives a properly completed beneficiary designation form.

- (6) The ALTERNATE PAYEE shall have no rights as to the portion of the PARTICIPANT's benefits not assigned to her under paragraph C(1) above. These benefits shall be paid to the PARTICIPANT or any subsequent spouse or other beneficiary either designated by the PARTICIPANT or in accordance with the provisions of the PLAN that are applicable when the PARTICIPANT does not designate any beneficiaries. The PARTICIPANT retains the right to designate other beneficiaries to receive the payment of benefits other than those assigned to the ALTERNATE PAYEE.
- (7) 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 that he has received such assignment, and shall forthwith pay such amounts to the ALTERNATE PAYEE.
- (8) In the event that the PLAN inadvertently pays to the ALTERNATE PAYEE any benefits that are assigned to the PARTICIPANT pursuant to the terms of this Order, the ALTERNATE PAYEE shall immediately reimburse the PARTICIPANT to the extent that she has received such assignment, and shall forthwith pay such amounts to the PARTICIPANT.

D. MISCELLANEOUS.

- (1) Pursuant to this Order, the PLAN is not required to provide any type or form of benefit, or any option, not otherwise provided under the PLAN.
- (2) Pursuant to this Order, the PLAN is not required to provide increased benefits (determined on the basis of actuarial value).
- (3) Pursuant to this Order, the PLAN is not required to pay benefits to the ALTERNATE PAYEE which are required to be paid to another alternate payee under another order previously determined to be a QDRO.

E. QDRO FEES.

- (1) The PLAN charges a separate, one-time processing fee of \$250 to cover the administration of this Order as a QDRO. 50% of this fee (\$125) will be deducted from each party's account unless the ALTERNATE PAYEE is awarded 100% of the PARTICIPANT'S Account balance, in which case the entire fee will be deducted from the ALTERNATE PAYEE'S account.
- (2) Additionally, if administration of this Order as a QDRO results in the PLAN incurring any special legal or recordkeeper fees, then 50% of the total amount of such fees will also be deducted from each party's account unless the ALTERNATE PAYEE is awarded 100% of the PARTICIPANT'S Account balance, in which case the entire fee will be deducted from the ALTERNATE PAYEE'S account.

F. **SAVINGS CLAUSE.** It is the intention of the parties that the provisions of this Order shall qualify and be deemed a QDRO as defined in Section 414 of the Internal Revenue Code of 1986, as amended, and that they shall be so construed and amended from time to time as may be necessary to comply with the requirements for this Order to be deemed a QDRO.

G. **JURISDICTION.** The Court retains jurisdiction to establish, amend, or maintain this Order as a Qualified Domestic Relations Order as defined by ERISA §206(d)(3), 29 U.S.C. §1056(d)(3), and the regulations thereunder, and Section 414(p) of the Internal Revenue Code of 1986, and the regulations thereunder.

Enter: _____

Dated: _____

Name and Address of Petitioner's Attorney

Name and Address of Respondent's Attorney

