

STATE OF _____
IN THE _____ COURT
_____ COUNTY

IN RE THE MARRIAGE OF: _____)
) IN CHANCERY
)
)
) Plaintiff,)
)
) vs.) Case No. _____ D _____
)
)
)
)
) Defendant.)

**QUALIFIED DOMESTIC RELATIONS ORDER
AFFECTING THE CONSTRUCTION INDUSTRY RETIREMENT
FUND OF ROCKFORD, ILLINOIS**

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 contribution plan which is qualified under 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 ERISA and Section 414(p) of the Code.

2. Participant Information: The name, last known address, last 4 digits of the social security number and date of birth of the plan “Participant” are as follows:

Name: _____ (“Participant”)
Address: _____

SSN (Last 4): ***-**-_____
Birth Date: _____

Participant’s Attorney Information:

Name of Attorney: _____
Attorney Address: _____

Attorney Phone: _____

3. Alternate Payee Information: The name, last known address, last 4 digits of the social security number and date of birth of the “Alternate Payee,” and the relationship of the Alternate Payee and Participant are as follows:

Name: _____ (“Alternate Payee”)
Address: _____
SSN (Last 4): ***-**-_____
Birth Date: _____

Alternate Payee’s Attorney Information:

Name of Attorney: _____
Attorney Address: _____
Attorney Phone: _____

Alternate Payee’s Relationship to Participant [MARK ONE ONLY]:

- Spouse
- Former Spouse
- Child
- Other Dependent

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order.

4. Plan Name: The name of the Plan to which this Order applies is the Construction Industry Retirement Fund of Rockford, Illinois (hereinafter referred to as the “Plan”). Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect 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. [QDRO PURPOSE – CHOOSE AND CHECK ONLY ONE OF THE FOLLOWING PARAGRAPHS AND OMIT OR STRIKE THE REMAINING PARAGRAPHS; PARAGRAPHS NOT SELECTED WILL NOT APPLY:]

For Provision of Marital Property Rights: This Order relates to the provision of marital property rights for the Alternate Payee as a result of the Judgment of Dissolution of Marriage between Participant and Alternate Payee.

For Provision of Child Support: This Order relates to the provision of child support for the Alternate Payee as a result of the Court's child support order in favor of the Alternate Payee and against the Participant.

For Alimony Payments: This Order relates to the provision of maintenance or alimony payments for the Alternate Payee as a result of the Court's order to pay maintenance or alimony in favor of the Alternate Payee and against the Participant.

7. Amount of Alternate Payee's Benefit

[CHOOSE, CHECK THE BOX FOR, AND COMPLETE ONLY ONE OF THE FOLLOWING OPTIONS – A, B, OR C; STRIKE, OMIT, OR LEAVE BLANK REMAINING OPTIONS THAT ARE NOT SELECTED; LANGUAGE UNDER OPTIONS NOT SELECTED WILL NOT APPLY]:

Option A – Fixed Dollar Amount Awarded to Alternate Payee

[NOTE: Dates prior to April 1, 2005, may not be used in this Order and use of such dates will result in non-acceptance of a DRO by the Fund; the Fund records do not allow the Fund to discern the amount of any participant balance prior to April 1, 2005]

Amount of Assignment: This Order assigns to Alternate Payee a portion of Participant's total Individual Account balance under the Plan in an amount equal to \$ _____, **effective as of** _____ (the "Assignment Date"), or the closest valuation date thereto. [NOTE: the foregoing blank may not contain a date prior to April 1, 2005]

Investment Earnings: The Alternate Payee's assigned share of the benefits as set forth above [**CHOOSE ONE: shall / shall not**] bear any interest and investment earnings or losses attributable thereon for periods subsequent to the Assignment Date until (a) the date of segregation of the Alternate Payee's benefit into a separate account for her benefit or, (b) if earlier, the date of total distribution to the Alternate Payee.

Alternate Payee's Share Determined from All Account(s): When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable total Individual Account balance shall include all amounts maintained under all of the various accounts, subaccounts and investment funds established on behalf of the Participant under the Plan.

Allocation of Benefits: The Alternate Payee's share of the benefits shall be allocated on a "pro rata" basis among all of the Participant's accounts maintained on his/her behalf under the Plan (but excluding the Participant's loan fund/account if any).

Insufficient Assets: On the date that the plan administrator segregates the Alternate Payee's assigned share of the benefits as set forth above (or distributes such benefits to the Alternate Payee if this occurs sooner), to the extent there are not sufficient assets in the

Participant's Individual Account to satisfy the award of benefits to the Alternate Payee, then this Order shall be interpreted as an award of *One Hundred Percent (100%)* of the Participant's total Individual Account balance under the Plan as of such segregation (or distribution) date.

Establishment of New Account(s): In the event the Alternate Payee does not elect an immediate distribution, his/her share of the benefits described above shall be **segregated and separately maintained** in Account(s) established on his/her behalf and shall additionally be credited with any interest and investment earnings or losses attributable thereon from the date of segregation until the date of total distribution to the Alternate Payee.

Option B – Percentage of Total Account Balance Awarded to Alternate Payee

[NOTE: Dates prior to April 1, 2005, may not be used in this Order and use of such dates will result in non-acceptance of a DRO by the Fund; the Fund records do not allow the Fund to discern the amount of any participant balance prior to April 1, 2005]

Amount of Assignment: This Order assigns to Alternate Payee an amount equal to _____ **Percent** (____%) of the Participant's total Individual Account balance accumulated under the Plan as of _____ or the closest valuation date thereto (the "**Assignment Date**"). [NOTE: the foregoing blank may not contain a date prior to April 1, 2005]

Alternate Payee's Share Determined from All Account(s): When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable total Individual Account balance shall include all amounts maintained under all of the various accounts, subaccounts, and investment funds established on behalf of the Participant under the Plan.

Allocation of Benefits: The Alternate Payee's share of the benefits shall be allocated on a "pro rata" basis among all of the Participant's accounts maintained on his/her behalf under the Plan.

Investment Earnings: The Alternate Payee's assigned share of the benefits as set forth above [**CHOOSE ONE: shall / shall not**] also bear any interest and investment earnings or losses attributable thereon for periods subsequent to the Assignment Date until (a) the date of segregation of the Alternate Payee's benefit into a separate account for her benefit or, (b) if earlier, the date of total distribution to the Alternate Payee.

Establishment of New Account(s): In the event the Alternate Payee does not elect an immediate distribution, his/her share of the benefits described above shall be **segregated and separately maintained** in Account(s) established on his/her behalf and shall additionally be credited with any interest and investment income or losses attributable thereon from the date of segregation until the date of total distribution to the Alternate Payee.

☐ Option C – Percentage of Difference Between Account Balance on Date of Marriage and Date of Divorce Awarded to Alternate Payee

[NOTE: Dates prior to April 1, 2005, may not be used in this Order and use of such dates will result in non-acceptance of a DRO by the Fund; the Fund records do not allow the Fund to discern the amount of any participant balance prior to April 1, 2005]

Amount of Assignment: This Order assigns to Alternate Payee a portion of the Participant's total Individual Account balance under the Plan equal to _____ **Percent** (____%) of [(a) **MINUS** (b)] below, as of _____ or the closest valuation date thereto (the "**Assignment Date**"), where:

- (a) equals the Participant's total Individual Account balance accumulated under the Plan as of _____ (the date of the divorce) or the closest valuation date thereto; and
- (b) equals the Participant's total Individual Account balance accumulated under the Plan as of _____ (the date of the marriage) or the closest valuation date thereto. [NOTE: the foregoing blanks may not contain a date prior to April 1, 2005]

Alternate Payee's Share Determined from All Account(s): When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable total Individual Account balance shall include all amounts maintained under all of the various accounts, subaccounts, and investment funds established on behalf of the Participant under the Plan.

Allocation of Benefits: The Alternate Payee's share of the benefits shall be allocated on a "pro rata" basis among all of the Participant's accounts maintained on his/her behalf under the Plan.

Investment Earnings: The Alternate Payee's assigned share of the benefits as set forth above [**CHOOSE ONE: shall / shall not**] also bear any interest and investment earnings or losses attributable thereon for periods subsequent to the Assignment Date until (a) the date of segregation of the Alternate Payee's benefit into a separate account for her benefit or, (b) if earlier, the date of total distribution to the Alternate Payee.

Establishment of New Account(s): In the event the Alternate Payee does not elect an immediate distribution, his/her share of the benefits described above shall be **segregated and separately maintained** in Account(s) established on his/her behalf and shall additionally be credited with any interest and investment income or losses attributable thereon from the date of segregation until the date of total distribution to the Alternate Payee.

8. Commencement Date and Form of Payment to Alternate Payee: If the Alternate Payee so elects (by submitting such forms as may be required by the Plan

Administrator), he/she shall be paid his/her benefits as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan Administrator. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants and alternate payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.

9. Alternate Payee's Rights and Privileges: On and after the date that this Order is deemed to be a Qualified Domestic Relations Order, but before the Alternate Payee receives his/her total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.

10. Death of Alternate Payee: In the event of Alternate Payee's death prior to Alternate Payee receiving the full amount of benefits called for under this Order and under the benefit option chosen by Alternate Payee, such Alternate Payee's beneficiary (or beneficiaries), as designated on the appropriate form provided by the Plan Administrator, shall receive the remainder of any unpaid benefits under the terms of this Order, or in the absence of a beneficiary, such unpaid benefits shall be payable as set forth in the Fund's Plan document.

11. Death of Participant: In the event that the Participant dies **before** the Alternate Payee receives his/her distribution in accordance with the terms of this Order, or before the establishment of separate account(s) in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of his/her benefits as called for under Paragraph 7 of this Order. Should the Participant predecease the Alternate Payee **after** the new account(s) have been established on his/her behalf, such Participant's death shall not affect the Alternate Payee's rights to receive his/her assigned portion of the benefits as set forth herein.

12. Savings Clause: This Order is not intended, and shall not be construed in such a manner as to require the Plan to do any of the following:

- 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 which are required to be paid to another alternate payee under another order which was previously deemed to be a QDRO.

13. 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.

14. Tax Treatment of Distributions Made Under this Order: For purposes of Sections 402(e)(1) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant 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 income taxes on such distribution.

15. Inadvertent Payment(s): 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, whether because of miscalculation or otherwise, the Participant shall immediately return such payments to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator shall issue an amended Form 1099 to the Participant so that he/she is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits.

Similarly, in the event that the Plan inadvertently pays to the Alternate Payee any benefits otherwise payable to the Participant, whether because of miscalculation or otherwise, the Alternate Payee shall immediately return such payment to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator shall issue an amended Form 1099 to the Alternate Payee so that he/she is not liable for any income taxes associated with the Participant's benefit.

16. Continued Jurisdiction: The court shall retain jurisdiction to establish and/or maintain the qualified status of this Order as a QDRO under ERISA, and to effectuate the original intent of the parties as stipulated herein. The court shall also retain jurisdiction to enter such further orders that are just, equitable and necessary to enforce, secure and sustain the benefits awarded to the Alternate Payee, in the event that the Participant and/or the Plan Administrator fail to comply with any or all of the provisions contained herein. Such further orders may also include, but not be limited to, *nunc pro tunc* orders or orders that "recharacterize" the benefits awarded under this Plan to apply to benefits earned by the Participant under another plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this Order. Further, should any portion of this Order be rendered invalid, illegal, unconstitutional, or otherwise incapable of enforcement, or should any of the procedural matters herein ordered need to be adjusted to accomplish the objectives of this Order, the court shall reserve jurisdiction to make such adjustments as necessary in order to effectuate the intent of the parties and the court as manifested herein.

17. Plan Termination: In the event of a Plan termination, the Alternate Payee shall be entitled to receive his/her portion of Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.

18. Actions by Participant: The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations Order or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he/she shall be required to make sufficient payments **directly** to the Alternate

Payee to the extent necessary to neutralize the effects of his/her actions or inactions and to the extent of Alternate Payee's full entitlements hereunder.

19. Correcting or Terminating Payments: The Plan will retain any rights it may have under its terms to suspend or terminate payments to Alternate Payee and Participant provided that either Participant or Alternate Payee may contest such suspension or termination through any administration remedies available under the Plan. Payments by the Plan pursuant to the QDRO will be without prejudice to any right the Plan has under applicable law to seek recoupment or offset for overpayment. If the Plan pays one party a portion of the other party's benefits under the Plan and the QDRO, the party receiving the overpayment will return that portion to the Plan, which in turn, will pass that portion on to the other Party.

20. Division of QDRO Processing Fees: In accordance with the terms of the Plan, any QDRO processing fees imposed by the Plan with respect to this Order shall be **equally divided** between the Participant and the Alternate Payee. In other words, one-half of the QDRO processing fee shall be deducted from the amount to be segregated from the Participant's account for the benefit of the Alternate Payee, and the other half shall be deducted from the Participant's remaining account balance.

21. Plan Terms Controlling. In the case of any conflict between any of the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

IT IS SO ORDERED.

Dated: _____

ENTER:

Judge

Approved:	
_____ [Participant OR Attorney for Participant]	_____ [Alternate Payee OR Attorney for A.P.]