

SAMPLE QDRO

(Pre-retirement)

IN THE CIRCUIT COURT OF THE COUNTY OF _____

STATE OF _____

In Re: The Marriage of)	
)	
_____,)	
Petitioner)	
)	
)	
_____,)	
Respondent)	
)	

Cause # _____

Division _____

QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, above named Petitioner and Respondent were lawfully married on _____, and a Decree of the Court has been entered dissolving the marriage of the parties herein on _____, and

WHEREAS, Petitioner / Respondent (select one), hereafter referred to as the Participant, has been employed during the course of the marriage and has accrued and accumulated retirement credit or benefits through participation in the Pension Plan of Carpenters' Pension Trust Fund of St. Louis (including Appendix A, the Shops Plan) and

WHEREAS, the parties acknowledge and agree that a portion of the Participant's entitlement to pension benefits accrued and was accumulated during the marriage and constitutes marital property subject to division under _____

(State and Law)

and

WHEREAS, pursuant to a properly executed Separation Agreement or Property Settlement the parties have agreed upon a division of the accrued pension benefits and Participant has agreed to assign a portion of the vested pension benefit to Alternate Payee, and

WHEREAS, this Court has by its Decree of Dissolution of Marriage divided and distributed a portion of the said retirement benefits to the Alternate Payee, pursuant to the domestic relations law of the State of _____.

Now THEREFORE, it is hereby ordered as follows:

I. Definition of terms

For purposes of this Order, the following definitions shall apply:

A. Participant means employee spouse. Said Participant is

Name: _____

Last known address: _____

Social Security Number: _____

Date of Birth: _____

B. Alternate Payee means non-employee spouse, child or other dependent. Said

Alternate Payee is:

Name: _____

Last known address: _____

Social Security Number: _____

Date of Birth: _____

C. Plan means the benefit structure and related provisions of the Pension Plan of Carpenters' Pension Trust Fund of St. Louis, a defined benefit plan, applicable to Participants under:

- Pension Plan of Carpenters' Pension Trust Fund of St. Louis (other than Shops and Mills)
- Carpenters' District Council Shops and Mills Pension Trust Fund of St. Louis (Appendix A)

The Plan Administrator's name and address is:

Board of Trustees
c/o Benefit Plans Administrator
Carpenters' Pension Trust Fund of St. Louis
1419 Hampton Avenue
St. Louis, MO 63139

D. Code means the Internal Revenue Code of 1986, as amended from time to time.

E. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time and all regulations issued there under.

F. Earliest Retirement Age means the date specified in Section 414 (p)(4) of the Code.

Earliest Retirement Age is the earlier of:

a. The date the Participant actually begins receiving his benefit, or

b. the later of:

i.) age 50

OR

ii.) the earliest date on which the Participant could begin receiving benefits under the Plan if he separated from service.

(Participant may be entitled to early retirement under the terms of this Plan if the Participant has attained age 55 and meets Plan requirements for service.)

G. Order means this domestic relations order, and all terms and provisions thereof. This Order relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of the Participant.

H. Benefit Division Date means:

(Select one)

Date of Divorce: _____

Benefit Commencement Date: _____

Other: _____

I. Benefit Commencement Date means the earlier of the dates the Participant or the Alternate Payee begins receiving benefits under the Plan.

II. Benefit Amount Awarded to Alternate Payee.

(Select option 1 or 2 below)

1. The Alternate Payee is hereby awarded _____% (percent) of the present value of the Participant's vested accrued benefit determined as of the Benefit Division Date (as defined in Section I.H.) payable in accordance with the terms of the Plan.

2. The Alternate Payee is hereby awarded _____% (percent) of the present value of the Participant's vested accrued benefit determined as of the end of the Total Benefit Service Period, as indicated in Section 2.c. (below), payable in accordance with the terms of the Plan, multiplied by a fraction. The numerator of this fraction is the Marital Service Period and the denominator of this fraction is the Total Benefit Service Period (see example and definitions below).

Example:

50% of $\frac{17}{20}$ / $\frac{20}{20}$.
 (Marital Service Period) (Total Benefit Service Period)

Marital Service Period = Date of Marriage 1970
 through
 Date of Divorce $\frac{1987}{17}$

Total Benefit Service Period = Benefit Accrual Date 1970
 through
 Benefit Commencement Date $\frac{1990}{20}$

Definitions of terms to be used in formula defining portion awarded to Alternate Payee:

- a. Benefit Accrual Date means: (select one)

First Date of Benefit Accrual Under the Plan: _____

Date of Marriage: _____

Other: _____
 (This date may not be earlier than first date of accrual.)

Example: Date of Marriage: 1980
 First Accrual Under the Plan: 1985
 May use 5/1/1984, (first date of Plan Year) as Benefit Accrual Date.

- b. Marital Service Period means the period from the date selected in Column “A” through the date selected in Column “B”.

<u>“A”</u>	through	<u>“B”</u>
<input type="checkbox"/> Benefit Accrual Date		<input type="checkbox"/> Benefit Division Date
<input type="checkbox"/> Date of Marriage		<input type="checkbox"/> Date of Divorce
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____

- c. Total Benefit Service Period means the period from the date selected in Column "A" through the date selected in Column "B".

<u>“A”</u>	through	<u>“B”</u>
<input type="checkbox"/> Benefit Accrual Date		<input type="checkbox"/> Benefit Division Date
<input type="checkbox"/> Date of Marriage:		<input type="checkbox"/> Benefit Commencement Date
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Other: _____

- d. In order to properly define Marital Service Period and Total Benefit Service Period (a. and b. above) the Plan shall use the following measurements to calculate the respective periods:

- Calendar Years/Months
- Years of Credited Service accrued under the Plan

B. The Alternate Payee may elect to begin receiving payments as soon as administratively feasible after the Participant reaches Earliest Retirement Age, but no later than the Participant's Normal Retirement Date. If such election is made prior to Normal Retirement Age, the amount payable to the Alternate Payee shall be reduced, in accordance with the terms of the Plan, to take into account such early receipt of benefits.

- C. The Alternate Payee shall notify the Plan Administrator by written request to begin receiving benefits in accordance with the procedures provided under the Plan.

- D. The Plan Administrator shall make an actuarial adjustment to the benefit provided to the Alternate Payee to account for the difference, if any, of the ages and life expectancies of the parties.

- E. The benefit will be paid monthly in accordance with the terms of the Plan and the form of payment elected.

- F. The Alternate Payee shall have the sole and exclusive right to elect to have benefits paid in any form permitted under the terms of the Plan, other than in the form of a joint and survivor annuity with a subsequent spouse. Provided, however, that if an Alternate Payee's benefit has a present value of five thousand dollars (\$5,000) or less, such benefit shall be paid in a single sum. The amount paid shall be actuarially adjusted to reflect the form of payment elected. The Alternate Payee shall have the sole and exclusive right to make a beneficiary designation in accordance with the terms of the Plan, and without regard to any beneficiary designation made by the Participant with respect to the Participant's interest in the Plan.

- G. Each party shall keep the Plan Administrator informed, in writing, of their current address.

- H. Any increase in benefits attributable to future benefit enhancements will increase only the benefit of the Participant and not the Alternate Payee.

III. Death Benefits

A. (Select option 1 or 2 below)

1. In the event that the Participant predeceases the Alternate Payee prior to the Participant's earliest retirement date, the Alternate Payee shall be deemed to be a surviving spouse, as defined in the Plan, and shall be entitled to receive the portion of the death benefit payable under the Plan with respect to:

(select one)

a. the Alternate Payee's share of the accrued benefit after division. Any death benefits attributable to the Participant's share of his/her accrued benefit earned prior to the Benefit Division Date (if Section II.A.1. is selected) or during the Total Benefit Service Period (if Section II.A.2. is selected) will be payable to the Participant's beneficiary in accordance with the terms of the Plan.

b. the Participant's entire accrued benefit prior to division, including the accrued benefit earned prior to the Benefit Division Date (if Section II.A.1. is selected) or during the Total Benefit Service Period (if Section II.A.2. is selected).

In the case of either a. or b. above, any death benefit attributable to any portion of the Participant's benefit accrued after the Benefit Division Date (if Section II.A.1. is selected) or after the Total Benefit Service Period (if Section II.A.2. is selected) will be payable to the Participant's beneficiary in accordance with the terms of the Plan.

The benefit paid under this Section shall be in lieu of any other benefit provided under this order.

2. In the event that the Participant predeceases the Alternate Payee prior to the Participant's earliest retirement date, the Alternate Payee shall not be treated as the Participant's surviving spouse. Therefore, no qualified pre-retirement annuity will be paid to the Alternate Payee. The Alternate Payee will only receive a share of any death benefit payable under the Plan on behalf of an unmarried, active Participant, and only based on the Alternate Payee's share of the Participant's benefit assigned by this order.

The Alternate Payee will hereby be named as the beneficiary for these benefits. This Section shall override any inconsistent beneficiary designation by the Participant for this portion.

- B. In the event of the death of the Participant after attaining earliest retirement age, benefits payable to the Alternate Payee shall not be affected.
- C. In the event that the Alternate Payee dies prior to the Participant's Earliest Retirement Age: (select one)
- a. a death benefit based on the Alternate Payee's portion of the benefit will be payable to a named beneficiary or to her estate.
 - b. the Alternate Payee's portion of the benefit will revert to the Participant
- D. If the Alternate Payee dies after the Participant reaches Earliest Retirement Age, any death benefit payable will be made to the Alternate Payee's beneficiary or estate.

- E. The Alternate Payee shall be entitled to name one or more beneficiaries, at the time of commencement of benefit. In the event the Alternate Payee's death occurs before all of the benefits are paid to the Alternate Payee under this order for the applicable period certain, the beneficiary(ies) will receive the balance of the benefits payable from the Plan, in accordance with the form of payment elected by the Alternate Payee.

If the alternate payee dies after payment of her benefit begins, payment will stop after benefits have been paid for the applicable period certain and no additional benefits will be paid to any person by reason of her death.

IV. Covenants

- A. Pursuant to Section 414 (p)(3) of the Code, this Order does not and shall not be construed to require:

1. The Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
2. The Plan to provide increased benefits (determined on the basis of actuarial value); or,
3. The payment of benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.

- B. This order shall be subject to all rules of the Plan, including but not limited to the provisions governing vesting of the Participant's benefit.

V. Termination of the Plan

Alternate payee shall benefit from the same choices available to the Participant should the Plan terminate.

VI. Miscellaneous

A. It is intended that this Order will qualify as a Qualified Domestic Relations Order under the Code, ERISA or other law, and the provisions herein shall be administered and interpreted in conformity with such laws.

B. The court retains jurisdiction to amend this Order, but only for the purpose of establishing or maintaining its qualifications as a QDRO under the Code, ERISA or other law; provided that no such amendment shall require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, and further provided that no such amendment, nor the right of the court to make such amendment, will result in this Order failing to be "qualified" within the meaning of the Code.

C. A certified copy of this Order shall be served upon the Plan Administrator forthwith.

COURT APPROVAL

(Note: Required signatures for court approval.)

So stipulated:

Participant

Alternate Payee

So ordered:

Judge

Dated: _____