

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF

Plaintiff,

v

Case No.
Hon.

Defendant.

_____ /

Attorney for Plaintiff

Attorney for Defendant

_____ /

QUALIFIED DOMESTIC RELATIONS ORDER - DBP

At a session of said Court held in the Courthouse in
the City of _____, County of _____, State
of Michigan on _____.

PRESENT: HONORABLE

CIRCUIT COURT JUDGE

This Order creates and recognizes the right of _____ (Alternate Payee's name) to receive a portion of _____'s (Participant's name) benefits payable under the defined benefit pension fund specified below in accordance with sections 401(a)(13) and 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

1. This order applies to the Pension Plan of the Outstate Michigan Trowel Trades Pension Fund (hereinafter referred to as the "Plan"), a defined benefit pension plan, and any successor plan to the Plan. All correspondence concerning the Plan should be directed to the Plan

Administrator/Fund Office at 6525 Centurion Drive, Lansing, Michigan 48917-9275.

2. The Participant's name is _____. The Alternate Payee's name is _____. The Participant's and Alternate Payee's social security numbers, dates of birth and current mailing addresses are provided in Attachment A to this order as an identity theft prevention measure. It is the Alternate Payee's responsibility to notify the Fund Office of any changes to the Alternate Payee's name and/or address.

Please note Attachment A to this order is to be submitted to the Fund Office with a certified copy of this order, but not included with the copy filed with the court clerk.

3. The Participant and the Alternate Payee were married on ____ [date] _____ and divorced on ____ [date] _____.

4. This Order assigns to the Alternate Payee a portion of the Participant's benefits from the Plan, and the Plan will pay benefits to the Alternate Payee according to the terms and conditions of the Order.

5. It is the parties' intention and the order of this Court that the Alternate Payee receive a monthly benefit from the Plan of _____% of that portion of the Participant's monthly normal retirement benefit based on work the Participant performed during the marriage, _[date] through ____ [date 2]____, **[or based on work performed through ____ [date]_____]** including **[or, not including, if the Alternate Payee's benefit is to be calculated at the benefit rate in effect at date 2]** improvements, if any, in the benefit rate applicable to that portion of the Participant's benefit adopted by the Fund after that date, but before benefit payments begin.

[NOTE: This sample order illustrates three distinct options for the payment of benefits to the Alternate Payee – (1) the Separate Interest Approach, (2) the Shared Interest Approach, and (3) Choice of Separate or Shared Interest. Only one of these three options should be incorporated into the final order, based on the intent of the parties.]

[SEPARATE INTEREST APPROACH - If the following paragraph 6 is included in the Order, the Alternate Payee will receive a benefit calculated on his/her life expectancy, and may not elect to receive benefits in a joint and survivor form, although the Alternate Payee will be recognized as the Participant's surviving spouse for purposes of the Plan's pre-retirement survivor annuity based on the portion of the Participant's being divided in paragraph 5.]

[6. **Separate Interest Approach:** The benefits assigned to the Alternate Payee in paragraph 5 will be payable in a form calculated on the Alternate Payee's life expectancy, according to the following terms and conditions:

- (A) The Alternate Payee may elect to receive benefits at any time at or after the date the Participant attains his or her earliest retirement age as defined in section 414(p) of the Internal Revenue Code, as amended.
- (B) If the Alternate Payee elects to receive benefits at or after the Participant's earliest retirement age, the Alternate Payee will receive a monthly benefit (determined under IRC section 414(p)(4)) that is the actuarial equivalent of the monthly benefit awarded to the Alternate Payee in paragraph 5.
- (C) If the Alternate Payee elects to receive benefits at or after the Participant's earliest retirement age under Paragraph 6(B) and the Participant subsequently retires with a subsidized early retirement benefit, the amount payable to the Alternate Payee shall be recalculated so that the Alternate Payee also receives a pro-rata share of the subsidized early retirement benefit if and when it is paid to the Participant. **[this paragraph can be deleted if the Alternate Payee's benefit is not to be recalculated]**
- (D) For purposes of Paragraphs 6(C), the early retirement subsidy is the subsidized early retirement benefit payable to the Participant under the Plan at the Participant's retirement prior to normal retirement age. **[if paragraph 6(C) is deleted, this paragraph should also be deleted and paragraph (E) should be re-lettered as (C)]**
- (E) The Alternate Payee shall be recognized as the Participant's surviving spouse for purposes of the Plan's **pre-retirement** survivor annuity benefit based on

the portion of the Participant's benefit being divided in paragraph 5.]

[SHARED INTEREST APPROACH - If the following Paragraph 6 is included in the Order, the Alternate Payee will receive a benefit calculated in the Plan's 50% qualified joint and survivor annuity, and not in a form calculated on his/her life expectancy]

[6. **Shared Interest Approach:** The benefits assigned to the Alternate Payee in paragraph 5 will be payable in the form of the Plan's qualified joint and survivor annuity, according to the following terms and conditions:

- (A) The Alternate Payee will begin receiving benefits when the Participant begins receiving benefits.
- (B) If the Plan pays a subsidized early retirement benefit to the Participant, then the Alternate Payee will receive a pro-rata share of that subsidized early retirement benefit.
- (C) For purposes of Paragraphs 6(B), the early retirement subsidy is the subsidized early retirement benefit payable to the Participant under the Plan at the Participant's retirement prior to normal retirement age.
- (D) The Alternate Payee shall be designated as the Participant's surviving spouse for purposes of the Plan's qualified pre- and post-retirement survivor annuity benefits based on work performed by the Participant during the period indicated in paragraph 5.]

[CHOICE OF SHARED OR SEPARATE INTEREST - If the following paragraph 6 is included in the Order, the Alternate Payee will receive benefits in the Plan's 50% qualified joint and survivor annuity form or in another joint and survivor form, unless the Alternate Payee chooses to receive benefits in a form calculated on his/her life expectancy.]

[6. The benefits assigned to the Alternate Payee in paragraph 5 will be payable in any form permitted by the Plan that the Alternate Payee selects, according to the following terms and conditions:

- (A) The Alternate Payee shall have the right to elect to receive benefit payments under the Plan in a form calculated on her life expectancy at any time on or after the date the Participant is first eligible to receive a benefit from 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 50% qualified joint and survivor annuity.
- (C) If the Alternate Payee elects, pursuant to paragraph 6(A), to receive benefits calculated on her life expectancy at or after the Participant's earliest retirement age and before the Participant elects to receive benefits, the Alternate Payee will receive a monthly benefit (determined under IRC section 414(p)(4)) that is the actuarial equivalent of the monthly benefit awarded to the Alternate Payee in paragraph 5.
- (D) If the Alternate Payee begins to receive benefits in the 50% qualified joint and survivor annuity form when the Participant begins to receive benefits, pursuant to Paragraph 6(B), and the Plan pays a subsidized early retirement benefit to the Participant, then the Alternate Payee will receive a pro-rata share of that subsidized early retirement benefit.
- (E) If the Alternate Payee elects to receive benefits at or after the Participant's earliest retirement age under paragraph 6(C) and the Participant subsequently retires with a subsidized early retirement benefit, the amount payable to the Alternate Payee shall be recalculated so that the Alternate Payee also receives a pro-rata share of the subsidized early retirement benefit if and when it is paid to the Participant. **[this paragraph can be deleted if the Alternate Payee's benefit is not to be recalculated]**
- (F) For purposes of Paragraphs 6(D) and (E), the early retirement subsidy is the subsidized early retirement benefit payable to the Participant under the Plan at the Participant's retirement prior to normal retirement age. **[if paragraph 6(E) is deleted, this paragraph should be re-lettered as (E), the reference to (E) in the first line should be deleted, and paragraph (G) should be re-lettered as (F)]**
- (G) The Alternate Payee shall be designated as the Participant's surviving spouse for purposes of the Plan's qualified pre- and post-retirement survivor annuity benefits based on work performed by the Participant during the period indicated in paragraph 5, unless the Alternate Payee elects to receive benefits in a form calculated on her life expectancy.]

7. The Alternate Payee will **[or, will not, if the Alternate Payee will not receive a pro-rata share]** receive a pro-rata share of any early retirement supplement or other temporary or one time benefit if and when any such supplement or other temporary or one time benefit is paid to the Participant.

8. If the Fund adopts any post-retirement benefit increases applicable to the benefits payable to the Participant, the Alternate Payee will receive a pro-rata share of each such increase. **[if the benefit is to be calculated on the Alternate Payee's life expectancy, this paragraph could provide that the Alternate will not receive a pro-rata share]**

9. In the event the Alternate Payee predeceases the Participant, the benefits this Order assigns to the Alternate Payee will revert to the Participant to the extent that the Plan allows for such a reversion.

10. All benefits received by the Alternate Payee under the Order shall be included in her gross income in the tax year of receipt; accordingly, the Participant shall not include such benefit distributions in his/her gross income for such tax years. The Alternate Payee shall be treated as the sole distributee under IRC Section 72 and IRC Section 402 of any payment or distribution that is made under the Participant's assignment of benefits.

11. The Participant and the Alternate Payee agree to share any additional actuarial or administrative costs imposed on the Plan due to this Order or the benefit election by the Alternate Payee under this Order. The Alternate Payee's share of these costs shall be in proportion to the share of the Participant's monthly normal retirement benefit awarded to the Alternate Payee under paragraph 5.

12. The Participant, the Alternate Payee, and the Court intend this Order to be a QDRO under sections 401(a)(13) and 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). 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 monthly normal retirement benefit as defined in paragraph 5. In the event any order submitted to the Plan Administrator/Fund Office is held not to be a QDRO within the meaning of IRC 414(p), the parties hereby agree to submit to and request a court of competent jurisdiction (1) to modify the Order to make it a QDRO in a manner that will reflect the parties' intent as herein expressed and (2) to enter thereafter an Order modifying the domestic relations order entered at the time the parties are divorced, said modification order to be entered nunc pro tunc, if appropriate.

13. If the Plan from which benefits are assigned under this Order terminates with an unfunded liability, and the Pension Benefit Guaranty Corporation makes benefit payments in connection with such a Plan, and if the amount of the total benefit payment to be paid to both the Participant and the Alternate Payee is thus reduced, then the Participant's and the Alternate Payee's benefit payments shall be reduced by the same percentage.

14. 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 that are required to be

paid to another Alternate Payee under another order previously determined to be a QDRO.

CIRCUIT COURT JUDGE

Approved as to form:

Attorney for Plaintiff

Attorney for Defendant

We have read the foregoing qualified domestic relations order, understand all of its terms and agree to be bound by the terms thereof.

Plaintiff

Defendant

Attachment A

Participant Information:

The full name, current address, social security number, and date of birth of the Participant are as follows:

Name:

Address:

Social Security Number:

Date of Birth:

Alternate Payee Information:

The full name, current address, social security number, and date of birth of the Alternate Payee are as follows:

Name:

Address:

Social Security Number:

Date of Birth: