

**UNITED FOOD AND COMMERCIAL WORKERS UNIONS
AND EMPLOYERS MIDWEST PENSION FUND**

[Insert Court Name]

In Re the Matter of:

Petitioner,

QUALIFIED DOMESTIC RELATIONS ORDER

and

Case No. _____:

Respondent.

This matter was heard by the Court on _____ **[date]**, and the Court took evidence and filed its Findings of Fact, Conclusions of Law and Judgment. The purpose of this domestic relations order (the "Order") is to assign to the Alternate Payee**[s]** an interest in the Participant's retirement benefit in the plan named below for the provision of child support.

This Order is made pursuant to the authority of _____ **[cite statute sections(s)]**, part of the domestic relations law of the State of _____ **[name state]**.

The following are the terms and conditions of this Order:

A. Factual Information.

1. "Participant" means the party who is the participant in the retirement plan to which this Order applies. In this matter, the Participant is the **[Petitioner]** **[Respondent]**. Identifying information for the Participant follows:

Participant's Name
Address
City, State, Zip
Date of Birth
Social Security Number *[for security purposes, you may provide the Date of Birth and Social Security number in a separate attachment]*

2. The "Alternate Payee**[s]**" **[is/are]** **[a/the]** child**[ren]** of the Participant. Identifying information for the Alternate Payee**[s]** follows:

Alternate Payee's Name
Address
City, State, Zip
Date of Birth

Social Security Number *[for security purposes, you may provide the Date of Birth and Social Security number in a separate attachment]*

3. Payments shall be issued on behalf of the Alternate Payee[s] to the following:

[Name]
[Address]
[City, State, Zip]

4. The name of the Plan to which this Order applies is the United Food and Commercial Workers Unions and Employers Midwest Pension Fund (the "Plan"). This Order also applies to benefits accrued by the Participant under a predecessor qualified retirement plan that were transferred into this Plan. The terms of this Order shall apply to any successor to the Plan to which liability for the Participant's benefits is transferred. Any changes in the Plan Administrator, Plan sponsor or name of the Plan will not affect the Alternate Payee's rights awarded under this Order.
5. The name and address of the Plan Administrator follows:

Board of Trustees
United Food and Commercial Workers
Unions and Employers Midwest Pension Fund
18861 90th Avenue, Suite A
Mokena, IL 60448
www.ufcwmidwest.org

B. Assignment of Benefits.

1. Amount Assigned. This Order awards the Alternate Payee[s], as shared property, a share of the Participant's accrued benefit under the Plan. The Plan will pay directly to the Alternate Payee[s] _____ **[specify amount or percentage]** of the dollar amount of each and every monthly payment or single lump sum payment otherwise payable to the Participant, but not to exceed the full amount of such payment. **[Drafting Note: If there is more than one Alternate Payee, this section should name the amount payable for each Alternate Payee.]**
2. Form of Benefit. The Alternate Payee[s] shall receive the benefit awarded above as a share of the Participant's benefit, which is payable in the form selected by the Participant at retirement.
3. Period of Benefit Payments. The Plan Administrator will distribute benefits on behalf of the Alternate Payee[s] if, as and when each monthly payment is made to the Participant under the Plan following the later of (a) the Participant's elected commencement date or (b) the date the Plan Administrator issues a formal written determination that the Order is a Qualified Domestic Relations Order and any related review period has either expired or been waived by the parties to this Order. Payments shall include any Participant benefit payments that were suspended during the qualification period for this Order. Retirement benefit payments on behalf of **[the/each]** Alternate Payee will cease as of the month in which the earliest of the following events occurs:

- (a) The Alternate Payee attains age ____;
- (b) The Alternate Payee(s) gets married;
- (c) The Alternate Payee(s) dies;
- (d) The Participant dies; or
- (e) Further order of the court.

The parties shall be responsible for notifying the Plan Administrator within 30 days of the occurrence of any of the events enumerated above. With regard to the first three events, the monthly amount previously paid on behalf of the **[applicable]** Alternate Payee(s) shall be restored to the Participant's next monthly retirement benefit payment after the event occurs.

- 4. **Plan Termination.** If the Plan terminates after this Order is approved and before amounts are paid in full to the Alternate Payee and, at termination, the Plan has unfunded liabilities that are to be paid by the Pension Benefit Guaranty Corporation, any reductions in the benefits payable under the Plan with respect to the Participant shall be applied proportionately to both the Participant and the Alternate Payee**[s]** based on their respective interests.
- C. **Taxes.** The Participant shall remain responsible for any tax consequences of the child support distributions.
- D. **Repayment of Wrongful Benefits.** The Alternate Payee**[s]** or the Participant under this Order will promptly repay the Plan for any benefits wrongfully or mistakenly received from the Plan.
- E. **Status of the Order.** This Order is intended to constitute a Qualified Domestic Relations Order pursuant to Internal Revenue Code section 414(p) [26 USC § 414(p)] and section 206(d) of the Employee Retirement Income Security Act [29 USC § 1056(d)]. This Order will be administered and interpreted in conformity with these statutes, as amended from time to time, and any applicable regulations. If, for any reason, any part of this order can reasonably be interpreted to have more than one meaning, but only one of the possible meanings would make the order qualified, then the order shall be interpreted in the way that would make it qualified.
- F. **Jurisdiction.** The Court retains jurisdiction to amend this Order, but only for the purpose of establishing or maintaining its qualification as a Qualified Domestic Relations Order; provided that: (a) no such amendment will require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan; and (b) no such amendment or the right of the Court to amend will invalidate this Order as "qualified."
- G. **Notification of Permanent Address.** The Participant and the Alternate Payee**[s]** will at all times keep the Plan Administrator informed of their respective permanent addresses.

H. **Copy to Plan Administrator.** A certified copy of this Order will be provided to the Plan Administrator. This Order will take effect immediately and remain in effect until further Order of the Court.

Dated this _____ day of _____, 20__.

BY THE COURT

Drafted by:

Approved as to form by:

Attorney for **[Participant] [Alternate Payee]**
State Bar ID Number _____
Address _____
City, State, Zip Code _____
Telephone Number _____

Attorney for **[Participant] [Alternate Payee]**
State Bar ID Number _____
Address _____
City, State, Zip Code _____
Telephone Number _____

This form is intended as a guideline only; its use is not required. While use of the model form will generally result in a QDRO, it will not serve the needs of all individuals nor will it fit all circumstances. Submitting a draft proposed QDRO for review by the Plan Administrator prior to execution by the Court may be helpful