



(1) The names, relationship, Social Security Numbers, dates of birth and last known mailing addresses are as follows:

(a) \_\_\_\_\_  
Participant Social Security Number  
\_\_\_\_\_  
Date of Birth  
\_\_\_\_\_  
Address

(b) \_\_\_\_\_  
Alternate Payee Social Security Number  
\_\_\_\_\_  
Date of Birth  
\_\_\_\_\_  
Address

Both the PARTICIPANT and the ALTERNATE PAYEE have the duty to notify the Pension Fund Office in writing of any changes in his or her respective mailing address subsequent to the entry of any judgment for dissolution of marriage, dissolving the marriage of the parties. The ALTERNATE PAYEE shall have the right to designate a representative for receipt of copies of notices and other materials with respect to the Order and have the duty to notify the Chicago Regional Council of Carpenters Pension Department in writing of the name, mailing address, and subsequent changes in the name and mailing address of the designated representative.

- (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 paragraph C(1) below.
- (3) The number of payments or periods to which this Order applies is specified in paragraph C(1) below.
- (4) The PLAN to which the within agreement applies is The Chicago Regional Council of Carpenters Millmen Pension Fund or its successor.

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

(1) 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 \_\_\_\_\_.**

(2) The term ~~%Marriage Date+~~ means **the date on which the parties were married, which is \_\_\_\_\_.**

- (3) The term %Actuarial Equivalent+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 the Actuarial Equivalent of **[CHOOSE ONE]** # \_\_\_\_\_ % of the PARTICIPANT’S accrued benefits under the PLAN as of the Date of Dissolution, **OR** # the monthly sum of \$ \_\_\_\_\_ of the PARTICIPANT’s vested accrued benefits under the PLAN as of the Date of Dissolution. Payments will begin on the first day of the second month following the filing of an application by the ALTERNATE PAYEE and shall continue for the life of the PARTICIPANT.
- (2) In the event the ALTERNATE PAYEE predeceases the PARTICIPANT, the ALTERNATE PAYEE’s portion of the monthly benefits shall be paid to:

Name	Social Security Number
Address	

- (3) If the PARTICIPANT’s benefit ceases due to termination of the PARTICIPANT’s disability or the PARTICIPANT’s return to work, the ALTERNATE PAYEE’s benefit will also cease until the PARTICIPANT’s benefit is reinstated.
- (4) The ALTERNATE PAYEE shall have no rights as to the portion of the PARTICIPANT’s benefits not specifically assigned to the ALTERNATE PAYEE under this Order nor to any increases in the PARTICIPANT’s accrued benefits subsequent to the Date of Dissolution. 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.
- (5) The PLAN’s Actuary will determine the Actuarial Equivalents as set forth in paragraph C(1) above in accordance with the PLAN’s Actuarial Equivalent assumptions.

**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.

(4) Pursuant to this Order, the PLAN is not required to permit the payment of benefits to the ALTERNATE PAYEE in the form of a joint and survivor annuity with respect to the ALTERNATE PAYEE and the ALTERNATE PAYEE's subsequent spouse.

E. **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.

F. **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

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