{%p if document == “North Dakota” %}

|  |  |
| --- | --- |
| STATE OF NORTH DAKOTA  COUNTY OF {{ county | title }} | IN DISTRICT COURT  {{ judicial\_district | UPPER }} JUDICIAL DISTRICT |

|  |  |
| --- | --- |
| In re Marriage of  {{ petitioner\_name | UPPER }},  Petitioner,  vs.  {{ respondent\_name | UPPER }},  Respondent | {{ document\_title | UPPER }} RE: {{ plan\_name | UPPER }}  Case No.: {{ case\_number }} |

{%p endif %}{# NORTHDAKOTA #}

{% if pension == “pre\_retired” %}

[**MODEL {{payment\_model | upper}}**](http://prod.resource.cch.com/resource/scion/document/default/%28%40%40QDH01+P9.05%29470c4c9a7c761000998e90b11c2ac4f10b?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler)

Qualified Domestic Relations Order Handbook - Shulman

Gary A. Shulman, Qualified Domestic Relations Order Handbook §9.05 (4th Edition, 2020 Supp. 2019)

4th Edition, 2020 Supp.

[Click to open document in a browser](https://prod.resource.cch.com/resource/scion/document/default/%28%40%40QDH01+P9.05%29470c4c9a7c761000998e90b11c2ac4f10b?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler)

**Last Updated: {{updated\_date}}**

{% endif %}{# pre\_retired #}

{% if pension == “pre\_retired” and pension == “separate” %}

***“BEST PRACTICES”***

{% endif %} {# pre\_retired and separate #}

{% if pension == “retired” %}

**Model Shared Payment QDRO**

**(For Participants Who Are “Already Retired”)**

{% else %}

***[PLEASE INSERT CASE CAPTIONS AS APPROPRIATE TO YOUR LOCAL JURISDICTION]***

{% endif %} {# retired #}

|  |  |  |
| --- | --- | --- |
| **IN THE COURT OF COMMON PLEAS DIVISION OF DOMESTIC RELATIONS** | | |
|  | **)** | **CASE NO.** |
|  | **)** |  |
|  | **)** | **JUDGE** |
|  | **)** |  |
|  | **)** | **QUALIFIED DOMESTIC** |
|  | **)** | **RELATIONS ORDER** |

**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 an employer sponsored defined benefit pension plan that is qualified under [Section 401 of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S401/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) (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](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler).

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{% if pension == “pre\_retired” and pension == “shared” %}

**Participant's Attorney Information:**

Name of Attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{% endif %}

**3. Alternate Payee Information:** The name, last known address, social security number and date of birth of the “Alternate Payee” are:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{% if pension == “pre\_retired” and pension == “shared” %}

**Alternate Payee's Attorney Information:**

Name of Attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{% endif %}

The Alternate Payee, who is the “former spouse” of the Participant, shall have the duty to notify the Plan Administrator in writing of any changes in Alternate Payee’s mailing address subsequent to the entry of this Order.

**4. Plan Name:** The name of the Plan to which this Order applies is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “Plan”). Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order. {% if pension == “retired” %} Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this Order. {% endif %}

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. For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the Order of {% if pension == “retired” %} Dissolution of Marriage {% else %} Divorce {% endif %} between Participant and Alternate Payee.

**7. Amount of Alternate Payee's Benefit:**

{% if pension == “pre\_retired” %}

**COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS  
{{ payment\_model | title }}, Coverture-Based QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant)**

This Order assigns to Alternate Payee an amount equal to {% if pension == “separate” %} the actuarial equivalent of {% endif %} Fifty Percent Fifty Percent (50%) of the Marital Portion of the Participant's Accrued Benefit under the Plan as of the Participant's benefit commencement date{% if pension == “separate” %}, or the Alternate Payee's benefit commencement date, if earlier{% endif %}. The Marital Portion shall be determined by multiplying the Participant's Accrued Benefit by a fraction (less than or equal to 1.0), the numerator of which is the number of months of the Participant's credited service in the Plan earned during the marriage **(from \_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_)**, and the denominator of which is the total number of months of the Participant's credited service in the Plan as of his benefit commencement date{% if pension == “separate” %} or the date the Alternate Payee commences benefits, if earlier{% endif %}.

Notwithstanding the language set forth above in this Section 7, in the event that the Alternate Payee becomes entitled to a *Qualified Pre-Retirement Survivor Annuity* under Section 11 of this Order {% if pension == “shared” %}or a *Qualified (Post-Retirement) Joint and Survivor Annuity* under Section 12{% endif %}, then the Alternate Payee's right to a share of the Participant's benefits as called for under this Section 7 shall be terminated as of the date of such Participant's death, and such pre-retirement {% if pension == “shared” %} or post-retirement {% endif %}survivor annuity shall become payable to the Alternate Payee in lieu of any other benefits to which the Alternate Payee may be entitled under the terms of this Order.

**FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS  
Shared Payment, Fixed-Dollar QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant)**

{% if pension == “shared” %}

This Order assigns to Alternate Payee an amount equal to **$\_\_\_\_\_\_\_\_** per month of the Participant's *normal retirement accrued benefit* determined as of the Participant’s benefit commencement. In the event the Participant retires prior to the Plan’s normal retirement age and receives an early retirement subsidy, the Alternate Payee’s assigned portion shall incorporate the same early commencement reduction factors used to determine the Participant’s early retirement benefits under the Plan. As a result, it is understood that the Alternate Payee may receive a monthly dollar amount different from that specified above.

{% else %}

This Order assigns to Alternate Payee an amount equal to **$\_\_\_\_\_\_\_\_** per month of the Participant's *normal retirement accrued benefit* determined as of the earlier of the Participant’s date of retirement or the Alternate Payee’s benefit commencement date. This amount shall be further adjusted as necessary to convert the benefit to the Alternate Payee's life expectancy, commencement date, and elected form of payment option. In the event the Participant retires prior to the Plan’s normal retirement age and receives an early retirement subsidy, the Alternate Payee’s assigned portion shall incorporate the same early commencement reduction factors used to determine the Participant’s monthly benefits under the Plan. Due to these various benefit adjustments, it is understood that the Alternate Payee may receive a monthly dollar amount different from that specified above.

{% endif %}

Notwithstanding the language set forth above in this Section 7, in the event that the Alternate Payee becomes entitled to a *Qualified Pre-Retirement Survivor Annuity* under Section 11 of this Order {% if pension == “shared” %}or a *Qualified (Post-Retirement) Joint and Survivor Annuity* under Section 12{% endif %}, then the Alternate Payee's right to a share of the Participant's benefits as called for under this Section 7 shall be terminated as of the date of such Participant's death, and such pre-retirement {% if pension == “shared” %} or post-retirement {% endif %}survivor annuity shall become payable to the Alternate Payee in lieu of any other benefits to which the Alternate Payee may be entitled under the terms of this Order.

**FIXED-PERCENTAGE QDRO FOR DEFINED BENEFIT PENSION PLANS  
{{ payment\_model | title }}, Fixed-Percentage QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant)**

This Order assigns to Alternate Payee an amount equal to *\_\_\_\_\_\_\_ Percent (\_\_\_\_%)* of the Participant's Accrued Benefit under the Plan as of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and as may be further adjusted by any early commencement reduction factors or actuarial equivalency adjustments as set forth herein.

Notwithstanding the language set forth above in this Section 7, in the event that the Alternate Payee becomes entitled to a *Qualified Pre-Retirement Survivor Annuity* under Section 11 of this Order {% if pension == “shared” %}or a *Qualified (Post-Retirement) Joint and Survivor Annuity* under Section 12{% endif %}, then the Alternate Payee's right to a share of the Participant's benefits as called for under this Section 7 shall be terminated as of the date of such Participant's death, and such pre-retirement {% if pension == “shared” %} or post-retirement {% endif %}survivor annuity shall become payable to the Alternate Payee in lieu of any other benefits to which the Alternate Payee may be entitled under the terms of this Order.

{% endif %}

{% if pension == “retired” %}

**Coverture Formula and Providing Survivor Annuity Coverage Based on Participant's Survivor Election at Retirement**

From the gross monthly pension benefits otherwise payable to the Participant each month, this Order assigns to the Alternate Payee an amount equal to **Fifty Percent (50%)** of the Marital Portion of such gross monthly pension benefits (including any early retirement subsidy, temporary or supplemental benefits), commencing as soon as administratively feasible. The Marital Portion shall be determined by multiplying such monthly gross pension benefits by a fraction (less than or equal to 1.0), the numerator of which is the number of months of the Participant's credited service in the Plan earned during the marriage **(from** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **to** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**)**, and the denominator of which is the total number of months of the Participant's credited service in the Plan as of his benefit commencement date.

*COLA:* When determining the Alternate Payee’s assigned share of the benefits, the Plan Administrator shall include any post-retirement COLA increases that were made to the Participant’s benefits from the Participant’s initial benefit commencement date to the Alternate Payee’s benefit commencement date. Further, the Alternate Payee shall also receive a pro rata share of any cost of living adjustments made to the Participant's benefits subsequent to the Alternate Payee’s benefit commencement date.

*Segregation of Participant’s Benefits:* Further, the Plan Administrator is hereby ordered to suspend (and separately account for) the appropriate portion of the Participant's benefits to be payable to the Alternate Payee in accordance with [Section 414(p)(7) of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29%287%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) (the “Code”). Should this Order (or an amended order, if necessary) be deemed to be a Qualified Domestic Relations Order within the applicable eighteen (18) month period as set forth under the Code, then such segregated amounts shall become payable to the Alternate Payee.

**Fixed-Dollar Award and Providing Survivor Annuity Coverage Based on Participant's Survivor Election at Retirement**

From the gross monthly pension benefits otherwise payable to the Participant, this Order assigns to Alternate Payee an amount equal to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of such gross monthly pension benefits, commencing as soon as administratively feasible.

In addition to the above, the Alternate Payee shall receive a pro rata share of any cost of living adjustments made to the Participant's benefits subsequent to the Alternate Payee’s benefit commencement date.

*Segregation of Participant’s Benefits:* Further, the Plan Administrator is hereby ordered to suspend (and separately account for) the appropriate portion of the Participant's benefits to be payable to the Alternate Payee in accordance with [Section 414(p)(7) of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29%287%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) (the “Code”). Should this Order (or an amended order, if necessary) be deemed to be a Qualified Domestic Relations Order within the applicable eighteen (18) month period as set forth under the Code, then such segregated amounts shall become payable to the Alternate Payee.

**S**PECIFIED PERCENTAGE

From the gross monthly pension benefits otherwise payable to the Participant each month, this Order assigns to Alternate Payee an amount equal to \_\_\_\_\_\_\_\_\_\_Percent **(**\_\_\_\_\_\_\_\_\_\_**%)** of such monthly pension benefits (including any temporary, supplemental, or subsidized benefits), commencing as soon as administratively feasible.

*COLA:* When determining the Alternate Payee’s assigned share of the benefits, the Plan Administrator shall include any post-retirement COLA increases that were made to the Participant’s benefits from the Participant’s initial benefit commencement date to the Alternate Payee’s benefit commencement date. Further, the Alternate Payee shall also receive a pro rata share of any cost of living adjustments made to the Participant's benefits subsequent to the Alternate Payee’s benefit commencement date.

*Segregation of Participant’s Benefits:* Further, the Plan Administrator is hereby ordered to suspend (and separately account for) the appropriate portion of the Participant's benefits to be payable to the Alternate Payee in accordance with [Section 414(p)(7) of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29%287%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) (the “Code”). Should this Order (or an amended order, if necessary) be deemed to be a Qualified Domestic Relations Order within the applicable eighteen (18) month period as set forth under the Code, then such segregated amounts shall become payable to the Alternate Payee.

{% endif %}

{% if pension == “pre\_retired” %}

**8. Early Retirement Subsidy and Supplements**

**Early Retirement Subsidy:** The Alternate Payee SHALL receive a pro-rata share of any early retirement subsidy payable to the Participant. Such pro-rata share shall be based on the amounts set forth for the Alternate Payee under Section 7.

{% if pension == separate %}

In the event the Alternate Payee has already commenced benefits on an unsubsidized basis as of the Participant’s date of early retirement, then the amounts payable to the Alternate Payee shall be *recalculated* and increased in accordance with the Plan Administrator's actuarial practices in order to provide the Alternate Payee with a proportionate share of the early retirement subsidy.

{% endif %}

**Early Retirement Supplements:** *This Early Retirement Supplement clause shall only apply if the Plan provides for such payments to eligible retirees.* The Alternate Payee SHALL receive a pro-rata share of any early retirement supplements, interim supplements or temporary benefits payable to the Participant. Such pro-rata share shall be based on the amounts set forth for the Alternate Payee under Section 7.

{% endif %}

{% if pension == “retired” %}

**8. Form of Payment to Alternate Payee:** The Alternate Payee shall continue to receive the assigned benefits, as called for under Section 7 above, until the earlier to occur of the Alternate Payee’s death or the Participant’s death. Should the Participant predecease the Alternate Payee, then the amounts payable to the Alternate Payee under Section 7 shall cease, and such Alternate Payee shall then be eligible to receive a post-retirement surviving spouse annuity, if any, in accordance with Section 9 below.

{% endif %}

{% if pension == “pre\_retired” %}

**9. Cost-of-Living Adjustments (“COLA”):** *This Section 9 shall only apply if the Plan provides for periodic COLA increases to retirees.* The Alternate Payee SHALL receive a pro-rata share of any post-retirement **cost of living adjustments** payable to the Participant. Such pro-rata share shall be based on the amounts set forth for the Alternate Payee under Section 7.

{% endif %}

{% if pension == “retired” %}

**9. Treatment of Alternate Payee as Surviving Spouse for Purposes of a Qualified Joint and Survivor Annuity as Such Term Is Defined in** [**Section 417 of the Code**](https://prod.resource.cch.com/resource/scion/citation/pit/S417/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) **:** In the event that the Participant predeceases the Alternate Payee, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly post-retirement survivor annuity, in accordance with the Participant’s election at retirement.   
For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as enumerated in [Sections 401(a)(11)](https://prod.resource.cch.com/resource/scion/citation/pit/S401%28a%29%2811%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) and [417(d) of the Code](https://prod.resource.cch.com/resource/scion/citation/pit/S417%28d%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) and as may be required under the provisions of the Plan.

**Exhibit 1 (Utilizing a Coverture Formula and Providing Survivor Annuity Coverage Based on Participant's Survivor Election at Retirement)*[Omitted second paragraph]***

In the event that the Participant predeceases the Alternate Payee, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly postretirement survivor annuity, in accordance with the Participant’s election at retirement.

{% endif %}

{% if pension == “pre\_retired” %}

**10. Commencement Date and Form of Payment to Alternate Payee:** {% if pension == “shared”%} The Alternate Payee shall commence benefits under the Plan on the date that the Participant commences benefits under the Plan. The Alternate Payee shall continue to receive the assigned share of the benefits in accordance with Section 7 for as long as the Participant is alive and receiving benefits. {% else %} The Alternate Payee may elect to commence benefits under the Plan at any time on or after the date the Participant attains the “earliest retirement age” as such term is defined in the Plan and [Section 414(p) of the Internal Revenue Code, or at such earlier time as may be permitted under the terms and provisions of the Plan](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler). Further, in the event the Participant becomes eligible to commence benefits at an earlier date as the result of a disability retirement, then the Alternate Payee shall also be entitled to commence benefits at such earlier date. Notwithstanding the above, the Alternate Payee shall commence benefits no later than the Participant's actual date of benefit commencement.

The Alternate Payee may elect to receive the assigned benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan, other than a Qualified Joint & Survivor Annuity with a subsequent spouse as beneficiary. {% endif %} The Participant and Alternate Payee shall cooperate with the Plan Administrator by signing all forms, letters, applications, and other documents necessary to effectuate the distribution of benefits to the Alternate Payee as set forth herein.

{% if pension == “shared” %}

**Shared Payment Approach:** The form of benefit payable to the Alternate Payee is to be based on the **life expectancy of the Participant**. As a result, the Alternate Payee's share of the benefits assigned under Section 7, shall cease at the death of the Participant. The Alternate Payee, however, shall then become entitled to a “Qualified Preretirement Survivor Annuity” as set forth under Section 11 or a “Qualified (Post-Retirement) Joint and Survivor Annuity” as set forth under Section 12, as applicable.

**MODEL SHARED PAYMENT, FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS  
Shared Payment, Fixed-Dollar QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant)*[Mentioned Section 10 and 11 in the last sentence since one section is omitted]***

{% else %}

**Separate Interest Approach:** This QDRO utilizes the Separate Interest approach, whereby the Alternate Payee's assigned share of the benefits is to be “actuarially adjusted” to the life expectancy of such Alternate Payee. Any actuarial adjustment which may be necessary to convert the assigned benefits to the Alternate Payee’s own lifetime should be applied to the Alternate Payee's share of the benefits. Under this Separate Interest approach, should the Participant predecease the Alternate Payee after the Alternate Payee's benefit commencement date, the Participant’s death shall not affect the Alternate Payee's right to continued benefits.

**For Plan Administrators That Do Not Require Qualified Pre-Retirement Survivor Annuity (“QPSA”) to Secure Alternate Payee's Benefits in the Event of Participant's Death Before Commencement:** It is understood that some Plan Administrators utilize a “Severed Interest” approach in the administration of their separate interest QDROs. By Severed Interest, we mean that the Alternate Payee's assigned share of the benefits will remain in full force and effect, and be unaffected by the death of the Participant, whether such death is before or after the Alternate Payee's benefit commencement date. If the Plan Administrator utilizes the Severed Interest approach and does not require the inclusion of QPSA language in order to secure the Alternate Payee's benefits in the event of the death of the Participant, then such Plan Administrator is hereby ordered to ignore the terms and provisions of Section 11 in its entirety. This paragraph is necessary to ensure that the Plan Administrator does not provide “double” benefits to the Alternate Payee, once in the form of the lifetime assignment pursuant to Section 7 and again as QPSA under Section 11. The intent of the Court is to only invoke the QPSA provisions of Section 11 if the benefits assigned to the Alternate Payee under Section 7 would otherwise cease at the Participant's death before the Alternate Payee commences benefits.

**Early Commencement Reductions:** Further, should any early commencement reduction be necessary in the event that the Alternate Payee commences benefits prior to Participant's Normal Retirement Date, then such reduction shall be applied to Alternate Payee's benefits in accordance with applicable Plan provisions.

**MODEL SEPARATE INTEREST, FIXED-DOLLAR QDRO FOR DEFINED BENEFIT PENSION PLANS  
Separate Interest, Fixed-Dollar QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant) *[*Early Commencement Reductions *is omitted]***

**Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence benefits under the Plan at any time on or after the date the Participant attains the “earliest retirement age” as such term is defined in the Plan and [Section 414(p) of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S414%28p%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler), or at such earlier time as may be permitted under the terms and provisions of the Plan. Further, in the event the Participant becomes eligible to commence benefits at an earlier date as the result of a disability retirement, then the Alternate Payee shall also be entitled to commence benefits at such earlier date. Notwithstanding the above, the Alternate Payee shall commence benefits no later than the Participant's actual date of benefit commencement.

The Alternate Payee may elect to receive the assigned benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan, other than a Qualified Joint & Survivor Annuity with a subsequent spouse as beneficiary. The Participant and Alternate Payee shall cooperate with the Plan Administrator by signing all forms, letters, applications, and other documents necessary to effectuate the distribution of benefits to the Alternate Payee as set forth herein.

**Separate Interest Approach:** This QDRO utilizes the Separate Interest approach, whereby the Alternate Payee's assigned share of the benefits is to be “actuarially adjusted” to the life expectancy of such Alternate Payee. Any actuarial adjustment which may be necessary to convert the assigned benefits to the Alternate Payee’s own lifetime should be applied to the Alternate Payee's share of the benefits. Under this Separate Interest approach, should the Participant predecease the Alternate Payee after the Alternate Payee's benefit commencement date, the Participant’s death shall not affect the Alternate Payee's right to continued benefits.

**For Plan Administrators That Do Not Require Qualified Pre-Retirement Survivor Annuity (“QPSA”) to Secure Alternate Payee's Benefits in the Event of Participant's Death Before Commencement:** It is understood that some Plan Administrators utilize a “Severed Interest” approach in the administration of their separate interest QDROs. By Severed Interest, we mean that the Alternate Payee's assigned share of the benefits will remain in full force and effect, and be unaffected by the death of the Participant, whether such death is before or after the Alternate Payee's benefit commencement date. If the Plan Administrator utilizes the Severed Interest approach and does not require the inclusion of QPSA language in order to secure the Alternate Payee's benefits in the event of the death of the Participant, then such Plan Administrator is hereby ordered to ignore the terms and provisions of Section 11 in its entirety. This paragraph is necessary to ensure that the Plan Administrator does not provide “double” benefits to the Alternate Payee, once in the form of the lifetime assignment pursuant to Section 7 and again as QPSA under Section 10. The intent of the Court is to only invoke the QPSA provisions of Section 10 if the benefits assigned to the Alternate Payee under Section 7 would otherwise cease at the Participant's death before the Alternate Payee commences benefits.

{% endif %}

{% if pension == “retired” %}

**10. Death of Alternate Payee:** If the Alternate Payee predeceases the Participant, the Alternate Payee's portion of the Participant's benefits, as stipulated herein, shall *revert* to the Participant.

{% endif %}

{% endif %}

{% if pension == “pre\_retired” %}

**11. Death of Participant “Before” Benefit Commencement Date: Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Alternate Payee's Share of Qualified Pre-Retirement Survivor Annuity (“QPSA”) as Such Term Is Defined in** [**Section 417 of the Code**](https://prod.resource.cch.com/resource/scion/citation/pit/S417/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) **:** In the event that the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly qualified pre-retirement survivor annuity, *but only to the extent of the Alternate Payee’s assigned interest as set forth under Section 7.*

**Participant Required to Maintain Qualified Pre-Retirement Survivor Annuity Coverage:** In the event that the costs associated with providing this qualified pre-retirement survivor annuity benefit are not fully subsidized by the Participant's employer, then Participant must make an affirmative election for such qualified pre-retirement survivor annuity benefit coverage in a timely manner and in accordance with the employer's election procedures. The Participant is not permitted to opt out of the QPSA coverage.

{% else %}

**11. Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:

(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;

(c) to require the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO;

(d) to pay benefits to the Alternate Payee for any time period before it receives this Order; or

(e) to change the benefit form or the beneficiary of a joint life annuity if the Participant is already receiving a benefit.

{% endif %}

{% if pension == “pre\_retired” %}

{% if pension == “shared” %}

**12. Death of Participant “After” Retirement: Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Alternate Payee's Share of Qualified (Post-Retirement) Joint and Survivor Annuity as Such Term is defined in** [**Section 417 of the Code:**](https://prod.resource.cch.com/resource/scion/citation/pit/S417/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) In the event that the Participant predeceases the Alternate Payee after their benefit commencement date, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly post-retirement survivor annuity.   
For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as enumerated in [Sections 401(a)(11)](https://prod.resource.cch.com/resource/scion/citation/pit/S401%28a%29%2811%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) and [417(d) of the Code](https://prod.resource.cch.com/resource/scion/citation/pit/S417%28d%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) and as may be required under the provisions of the Plan.

The Alternate Payee shall be treated as the surviving spouse of such Participant for purposes of any post-retirement survivor annuity benefits that become payable under the Plan, but only to the extent of the Alternate Payee’s assigned interest as set forth under Section 7 above, and any subsequent spouse of the Participant shall not be treated as a spouse of the Participant for such purposes. Therefore, the Participant shall be required to elect benefits in the form of a qualified joint and survivor annuity upon retirement naming the Alternate Payee as the surviving spouse beneficiary.

**MODEL SHARED PAYMENT, COVERTURE-BASED QDRO FOR DEFINED BENEFIT PENSION PLANS  
Shared Payment, Coverture-Based QDRO for Defined Benefit Pension Plans (For “Active” Plan Participant)[Omitted second paragraph)**

In the event that the Participant predeceases the Alternate Payee after their benefit commencement date, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of this monthly post-retirement survivor annuity.

The Alternate Payee shall be treated as the surviving spouse of such Participant for purposes of any post-retirement survivor annuity benefits that become payable under the Plan, but only to the extent of the Alternate Payee’s assigned interest as set forth under Section 7 above, and any subsequent spouse of the Participant shall not be treated as a spouse of the Participant for such purposes. Therefore, the Participant shall be required to elect benefits in the form of a qualified joint and survivor annuity upon retirement naming the Alternate Payee as the surviving spouse beneficiary.

{% else %}

**12. Death of Participant “After” Alternate Payee's Benefit Commencement Date:** Pursuant to the terms of Section 10 of this Order, the Alternate Payee's benefits are to be actuarially adjusted to the Alternate Payee’s own life expectancy. As a result, once the Alternate Payee commences benefits, the Alternate Payee's right to continued benefits shall be unaffected by the death of the Participant.

{% endif %}

{% else %}

**12. Tax Treatment of Distributions Made Under This Order:** For purposes of Sections 402(a)(1) and [72 of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S72/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler), 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 federal income taxes on such distribution.

{% endif %}

{% if pension == “pre\_retired” %}

{% if pension == “shared” %}

**13. Death of Alternate Payee:** If Alternate Payee predeceases Participant, the Alternate Payee's portion of Participant's benefits, as stipulated herein, shall revert to the Participant in accordance with the terms of the Plan.

{% else %}

**13. Death of Alternate Payee:** If the Alternate Payee predeceases the Participant **prior** to the Alternate Payee’s commencement of benefits, the Alternate Payee's portion of Participant's benefits, as stipulated herein, shall become payable to the Alternate Payee's designated beneficiary (or estate), but only to the extent permitted under the terms of the Plan. If the Plan does not permit the Alternate Payee to designate a beneficiary (or estate) for such purposes, then the Alternate Payee’s assigned share of the benefits shall revert to the Participant. Should the Alternate Payee predecease the Participant **after** the Alternate Payee’s benefit commencement date, then such remaining benefits, if any, will be paid in accordance with the form of benefit elected by such Alternate Payee.

{% endif %}

{% else %}

**13. Inadvertent Payment(s):** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately return such payments to the Plan Administrator. The Participant shall hold such inadvertent payments in “constructive trust” on behalf of the Alternate Payee until such time as the payments are returned to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator may issue an amended Form 1099 to the Participant, as applicable, so that the Participant is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits. Notwithstanding the above, rather than requiring the Participant to return the inadvertent payments, the Plan Administrator may, in their sole discretion, recoup such payments on a prospective basis by reducing the Participant's monthly pension benefits on a temporary basis until a full recovery is made.

Similarly, in the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that should have remained the property of the Participant after the implementation of the terms of this QDRO, the Alternate Payee shall immediately return such payment to the Plan Administrator. The Alternate Payee shall hold such inadvertent payments in “constructive trust” on behalf of the Participant until such time as the payments are returned to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator may issue an amended Form 1099 to the Alternate Payee, as applicable, so that the Alternate Payee is not liable for any income taxes associated with the Participant's benefits that were not assigned to the Alternate Payee hereunder. Notwithstanding the above, rather than requiring the Alternate Payee to return the inadvertent payments, the Plan Administrator may, in their sole discretion, recoup such payments on a prospective basis by reducing the Alternate Payee's monthly pension benefits on a temporary basis until a full recovery is made.

{% endif %}

{% if pension == “pre\_retired” %}

**14. Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:

(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 that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO;

(d) to pay benefits to the Alternate Payee for any time period before it receives this Order; or

(e) to change the benefit form or the beneficiary of a joint life annuity if the Participant is already receiving a benefit.

**15. 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.

**16. Tax Treatment of Distributions Made Under This Order:** For purposes of [Sections 402(e)(1)](https://prod.resource.cch.com/resource/scion/citation/pit/S402%28e%29%281%29/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler) and [72 of the Internal Revenue Code](https://prod.resource.cch.com/resource/scion/citation/pit/S72/PENIRC?cfu=Legal&cpid=WKUS-Legal-Cheetah&uAppCtx=Spooler), 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 federal, state, or local income taxes on such distribution.

**17. Inadvertent Payment(s):** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately return such payments to the Plan Administrator. The Participant shall hold such inadvertent payments in “constructive trust” on behalf of the Alternate Payee until such time as the payments are returned to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator may issue an amended Form 1099 to the Participant, as applicable, so that the Participant is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits. Notwithstanding the above, rather than requiring the Participant to return the inadvertent payments, the Plan Administrator may, in their sole discretion, recoup such payments on a prospective basis by reducing the Participant's monthly pension benefits on a temporary basis until a full recovery is made.

Similarly, in the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that should have remained the property of the Participant after the implementation of the terms of this QDRO, the Alternate Payee shall immediately return such payment to the Plan Administrator. The Alternate Payee shall hold such inadvertent payments in “constructive trust” on behalf of the Participant until such time as the payments are returned to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator may issue an amended Form 1099 to the Alternate Payee, as applicable, so that the Alternate Payee is not liable for any income taxes associated with the Participant's benefits that were not assigned to the Alternate Payee hereunder. Notwithstanding the above, rather than requiring the Alternate Payee to return the inadvertent payments, the Plan Administrator may, in their sole discretion, recoup such payments on a prospective basis by reducing the Alternate Payee's monthly pension benefits on a temporary basis until a full recovery is made.

**18. Vesting Status of Participant:** Notwithstanding the amounts assigned to the Alternate Payee under the terms of this Order, in the event the Participant terminates employment “before” becoming vested in any Plan benefits, then the Alternate Payee will also be deemed nonvested and shall not be entitled to any benefits under the Plan. However, if the Participant is subsequently rehired and any of the Participant’s prior service is reinstated for benefit accrual purposes, then the Alternate Payee's rights to a portion of the benefits as set forth in this Order shall also be reinstated, and the terms and provisions of this Order shall be carried out in their entirety by the Plan Administrator.

{% else %}

**14. 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, the Participant may be required, through further order of the Court, to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of the Participant’s actions or inactions and to the extent of the Alternate Payee’s full entitlements hereunder.

This provision is intended to apply in situations that, in the Court’s opinion, have been undertaken by the Participant for the purpose of intentionally reducing or diminishing the benefit rights and entitlements of the Alternate Payee as set forth herein. It should only apply to those actions or inactions deemed arbitrary and/or capricious by the Court, and not resulting from incidental (although potentially significant) effects to the Alternate Payee’s benefits resulting from the Participant’s normal life choices, pertinent plan provisions, and/or events beyond the Participant’s control. For illustration purposes only, if the Participant returns to work after retirement at the behest of the employer, and as a result, the plan administrator reduces or suspends the Alternate Payee’s benefits or early retirement subsidy payments, if any, in accordance with the terms of their plan, this may not necessarily be deemed an act that would give rise to any direct payment obligation on the part of the Participant to make up for any reduced or lost benefits to the Alternate Payee. The Court shall reserve jurisdiction to determine whether the Participant’s actions or inactions have been undertaken with the intent to undermine and diminish the benefit rights and entitlements of the Alternate Payee.

**15. Continued Jurisdiction:** The Court shall retain jurisdiction to establish and/or maintain the qualified status of this Order as a QDRO, 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 or orders that award spousal or child support, as applicable, to the extent necessary to carry out the intentions of this Order. In the event that the Plan Administrator determines that an overpayment has been made to the Participant and/or Alternate Payee for any reason, including, but not limited to, the Participant's retroactive eligibility for Social Security disability payments or the miscalculation of the Participant's accrued pension benefits, and the parties cannot come to an agreement regarding their respective liability toward the Plan's recoupment of such overpayments, the court shall reserve jurisdiction regarding the allocation of such repayments to the Plan between the Participant and Alternate Payee. The Court shall also retain jurisdiction in the event the Participant retires under the “disability” provisions of the Plan and receives a disability pension greater in actuarial value than the regular accrued benefit (i.e., the pension includes an enhanced “disability component”), whether resulting from an earlier commencement date than is traditionally offered for early retirees, or a more favorable reduction rate than that which is otherwise imposed on early retirees in general. Such reservation of jurisdiction in this event may be necessary to determine how much of, when, and to what extent, such disability benefits are to be payable to the Alternate Payee if the Plan Administrator interprets the QDRO in a manner that was not intended by the parties or the court.

The Court’s reservation of jurisdiction shall be liberally construed to effect the provisions of this Order and to resolve any disputes that may arise among the parties and/or between the parties and the Plan Administrator of the Plan concerning benefit payments or any other aspect of this Order. Should any portion of this QDRO 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 QDRO, 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, including, but not limited to, adjustments regarding the division of the community and non-community portions of the Participant's benefits, if applicable. Further, the Court also retains jurisdiction to effectuate the commencement of monthly annuity or lump sum payments to the Alternate Payee, including, but not limited to, compelling the Participant to sign and/or execute any necessary retirement election forms in the event the Participant refrains from doing so in an apparent attempt to delay or postpone the Alternate Payee’s commencement of benefits.

**16. Effect of Plan Termination:** In the event that the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation (“PBGC”), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

**17. Continued Cooperation of the Parties:** The Participant and Alternate Payee shall cooperate with each other and with the Plan Administrator and/or each party’s legal counsel, by providing the requesting party with any information, forms, statements, and documents necessary to carry out the intentions of this Order and to establish and maintain the qualified status of the QDRO (or amended QDRO as applicable), including, without limitation, execution of limited authorization/release forms, plan contact information, benefit statements, election forms, summary plan descriptions (“SPDs”), and any other relevant information that can be readily obtained by the party to whom the request is made.

**18. Return to Work:** In the event the Participant returns to work after retirement and incurs a total or partial suspension of his monthly pension annuity, it is the intent of the Court that the Alternate Payee’s assigned share of the benefits as set forth under Section 7 shall continue unaffected by such suspension of benefits, but only to the extent permitted under the terms of the Plan. If the plan administrator does suspend any portion of the Alternate Payee’s assigned share of the benefits, they shall be reinstated (to the extent allowed by the Plan) upon the Participant’s subsequent retirement. This includes the reinstatement of any early retirement subsidies and/or supplements that again become payable to the Participant.

{% endif %}

{% if pension == “pre\_retired” %}

{% if pension == “shared” %}

**19. 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, the Participant may be required, through further order of the Court, to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of the Participant’s actions or inactions and to the extent of the Alternate Payee’s full entitlements hereunder.

This provision is intended to apply in situations that, in the Court’s opinion, have been undertaken by the Participant for the purpose of intentionally reducing or diminishing the benefit rights and entitlements of the Alternate Payee as set forth herein. It should only apply to those actions or inactions deemed arbitrary and/or capricious by the Court, and not resulting from incidental (although potentially significant) effects to the Alternate Payee’s benefits resulting from the Participant’s normal life choices, pertinent plan provisions, and/or events beyond the Participant’s control. For illustration purposes only, if the Participant returns to work after retirement at the behest of the employer, and, as a result, the plan administrator reduces or suspends the Alternate Payee’s benefits or early retirement subsidy payments, if any, in accordance with the terms of their plan, this may not necessarily be deemed an act that would give rise to any direct payment obligation on the part of the Participant to make up for any reduced or lost benefits to the Alternate Payee. The Court shall reserve jurisdiction to determine whether the Participant’s actions or inactions have been undertaken with the intent to undermine and diminish the benefit rights and entitlements of the Alternate Payee.

{% else %}

**19. Actions by Participant and/or Participant’s Heirs or Assigns:** The Participant and/or Participant’s heirs or assigns shall not take any actions, affirmative or otherwise, that can circumvent the terms of this QDRO, or diminish or extinguish the benefit entitlements of the Alternate Payee. Should the Participant and/or Participant’s heirs or assigns take any such action or inaction to the detriment of the Alternate Payee, the Participant and/or Participant’s heirs or assigns may be required, through further order of the Court, to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of those actions or inactions and to the extent of the Alternate Payee’s full entitlements set forth herein.

This provision is intended to apply in situations that in the Court’s opinion, have been undertaken by the Participant and/or Participant’s heirs or assigns for the purpose of intentionally reducing or diminishing the benefit entitlements of the Alternate Payee. It should only apply to those actions or inactions deemed arbitrary and/or capricious by the Court, and not resulting from incidental (although potentially significant) effects to the Alternate Payee’s benefits. For illustration purposes only, if the Participant returns to work after retirement at the behest of the employer, and as a result, the plan administrator reduces or suspends the Alternate Payee’s benefits or early retirement subsidy payments, if any, in accordance with the terms of their plan, this may not necessarily be deemed an act that would give rise to any direct payment obligation on the part of the Participant to make up for any reduced or lost benefits to the Alternate Payee. The Court shall reserve jurisdiction to determine whether the Participant’s and/or Participant’s heirs’ or assigns’ actions or inactions have been undertaken with the intent to undermine and diminish the benefit entitlements of the Alternate Payee

{% endif %}

{% else %}

**19. Correcting, Suspending or Terminating Payments:** The Plan will retain any rights it may have under its terms to correct, suspend or terminate payments to the Alternate Payee and/or Participant provided that either Participant or Alternate Payee may contest such correction, 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.

{% endif %}

{% if pension == “pre\_retired” %}

**20. Continued Jurisdiction:** The Court shall retain jurisdiction to establish and/or maintain the qualified status of this Order as a QDRO, 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, or the issuance or modification of support orders, as applicable, to the extent necessary to carry out the intentions of this Order. In the event that the Plan Administrator determines that an overpayment has been made to the Participant and/or Alternate Payee for any reason, including but not limited to, the Participant's retroactive eligibility for Social Security disability payments or the miscalculation of the Participant's accrued pension benefits, and the parties cannot come to an agreement regarding their respective liability toward the Plan's recoupment of such overpayments, the court shall reserve jurisdiction regarding the allocation of such repayments to the Plan between the Participant and Alternate Payee.

The Court shall also retain jurisdiction in the event the Participant retires under the “disability” provisions of the Plan and receives a disability pension greater in actuarial value than the regular accrued benefit (i.e., the pension includes an enhanced “disability component”), whether resulting from an earlier commencement date than is traditionally offered for early retirees, or a more favorable reduction rate than that which is otherwise imposed on early retirees in general. Such reservation of jurisdiction in this event may be necessary to determine how much of, when, and to what extent, such disability benefits are to be payable to the Alternate Payee if the Plan Administrator interprets the QDRO in a manner that was not intended by the parties or the court.

The Court’s reservation of jurisdiction shall be liberally construed to effect the provisions of this Order and to resolve any disputes that may arise among the parties and/or between the parties and the Plan Administrator of the Plan concerning benefit payments or any other aspect of this Order. Should any portion of this QDRO 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 QDRO, 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, including but not limited to, adjustments regarding the division of the community and non-community portions of the Participant's benefits, if applicable. Further, the Court also retains jurisdiction to effectuate the commencement of monthly annuity or lump sum payments to the Alternate Payee, including but not limited to, compelling the Participant to sign and/or execute any necessary retirement election forms in the event the Participant refrains from doing so in an apparent attempt to delay or postpone the Alternate Payee’s commencement of benefits.

Additionally, the court shall reserve jurisdiction to recalculate and/or increase the Alternate Payee’s share of the benefits in the event the Alternate Payee was awarded a pro-rata share of the early retirement subsidy and the plan administrator will not honor the “recalculation” provision contained in Section 8 of this Order for the purpose of providing the Alternate Payee with a share of the early retirement subsidy upon the Participant’s subsequent early retirement date in the event such Alternate Payee has already commenced benefits on an unsubsidized basis.

**21. Effect of Plan Termination:** In the event that the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation (“PBGC”), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

**22. Alternate Payee Responsible for Initiating Commencement of Benefits:** It is understood that the Alternate Payee may be responsible for taking certain proactive steps in order to initiate the commencement and receipt of benefits once the QDRO is approved, including, without limitation, requesting, completing, and submitting the appropriate benefit commencement election forms available from the plan administrator.

**23. Continued Cooperation of the Parties:** The Participant and Alternate Payee shall cooperate with each other and with the Plan Administrator and/or each party’s legal counsel, by providing the requesting party with any information, forms, statements, and documents necessary to carry out the intentions of this Order and to establish and maintain the qualified status of the QDRO (or amended QDRO as applicable), including, without limitation, execution of limited authorization/release forms, plan contact information, benefit statements, election forms, summary plan descriptions (“SPDs”), and any other relevant information that can be readily obtained by the party to whom the request is made.

**24. Return to Work:** In the event the Participant returns to work after retirement and incurs a total or partial suspension of his monthly pension annuity, it is the intent of the Court that the Alternate Payee’s assigned share of the benefits as set forth under Section 7 shall continue unaffected by such suspension of benefits, but only to the extent permitted under the terms of the Plan. If the plan administrator does suspend any portion of the Alternate Payee’s assigned share of the benefits, they shall be reinstated (to the extent allowed by the Plan) upon the Participant’s subsequent retirement. This includes the reinstatement of any early retirement subsidies and/or supplements that again become payable to the Participant.

**25. Participant to Provide Notice of Pending Commencement of**

**Benefits:** Pursuant to the terms of Section 10 above, the Alternate Payee shall be required to commence benefits no later than the Participant's actual date of benefit commencement. Therefore, the Participant shall be required to notify the Alternate Payee, in writing, at least thirty (30) days prior to the Participant’s pension commencement date. Such notice shall indicate the Participant’s intention to commence benefits under the Plan along with the actual benefit commencement date. The notice shall be sent via certified or priority mail with delivery confirmation. For this purpose, the Alternate Payee shall notify the Participant of any changes in the Alternate Payee’s mailing address.

**26. Correcting, Suspending or Terminating Payments:** The Plan will retain any rights it may have under its terms to correct, suspend or terminate payments to the Alternate Payee and/or Participant provided that either Participant or Alternate Payee may contest such correction, 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.

**27. Plan Terms:** In the case of conflict between any of the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

{% else %}

**20. Plan Terms:** In the case of conflict between any of the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

{% endif %}

**IT IS SO ORDERED.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JUDGE**

**{%p if pension == “pre\_retired” %}**

**[Virtually every plan administrator requires a certified copy of the QDRO that shows the judge’s signature. Also, based on the rules of your local jurisdiction, you may be required to include signature lines for the parties along with notarizations-please be sure to check your local jurisdictional rules of civil procedure.]**

**{% endif %}**

{%p if document == “North Dakota FORMATTING TEMPLATE” %}

CONSENTED AS TO FORM AND SUBSTANCE:

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ petitioner\_name | UPPER }}, Petitioner

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ respondent\_name | UPPER }}, Respondent

IT IS SO ORDERED.

Dated:

JUDGE PRESIDING

{%p endif %}{# NORTHDAKOTA #}