

IN THE (NAME OF THE COURT)

IN RE THE MARRIAGE OF:)
)
)
_____)
)
Plaintiff/Petitioner,)
)
)
and) NO:
)
)
_____)
)
Defendant/Respondent.)

**AGREED
QUALIFIED DOMESTIC RELATIONS ORDER**

This cause coming on to be heard for the purpose of entry of a qualified domestic relations order, as defined in ERISA §206(d)(3), 29 U.S.C. §1056(d)(3), and Section 414(p) of the Internal Revenue Code of 1986; the Court on (month/day/year) entered a judgment relating to and approving the provisions of marital property rights of a spouse, former spouse, child, or other dependent of the Participant (as defined herein), due notice having been given; the Court having jurisdiction of the parties and the subject matter; and the Court being advised in the premises;

THE COURT FINDS AND IT IS HEREBY ORDERED AS FOLLOWS:

(A) Plaintiff/Petitioner and Defendant/Respondent agree to the entry of this Qualified Domestic Relations Order (“QDRO”). The Participant shall execute such documents and/or do such acts as are necessary to give the Alternate Payee(s) the right to exercise the Alternate Payee(s) benefit as to any and all options available to the Participant pursuant to this QDRO.

(B) For the purposes of this QDRO, the term “Participant” means (Name of Participant) who is a Participant in the SMART Local 265 Pension Plan (“Plan”) to which this QDRO applies. “Alternate Payee(s)” mean(s) (Name of Alternate Payee), who is recognized by this QDRO as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to the Participant.

Separate Interest

(C) On (month/day/year), this Court entered a judgment approving a marital settlement agreement pursuant to the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/101 et.seq., (or other applicable state domestic relations law), (“Judgment”). The Judgment relates to the provision of marital property rights of a spouse, a former spouse, child or other dependent of the Participant for (name(s) of Alternate Payee(s)), the Alternate Payee(s), who is/are the spouse, former spouse, child or other dependent of (name of Participant).

(D) The name, social security number, date of birth and last known mailing address of the Participant is:

NAME: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____

(E) The name, social security number, date of birth, and last known mailing address of the Alternate Payee(s) covered by this QDRO is/are:

NAME: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____

(INCLUDE SAME INFORMATION FOR EACH ALTERNATE PAYEE)

(F) The Alternate Payee is assigned _____% of the Participant’s present value of benefits actually accrued based on hours worked from _____ through _____, payable in the form of a single life annuity at normal retirement age (as defined in the Plan) to the Participant. The benefit will be payable to the Alternate Payee in the form of a single life annuity calculated upon the Alternate Payee’s life expectancy to be dependent upon when the Alternate Payee seeks payment under the terms of the Plan, but no earlier than when the Participant is living and reaches earliest retirement age (as defined in the Plan). Payments to the Alternate Payee shall begin no earlier than the first of the month after the date that the Plan receives the filed QDRO. Each party shall be solely responsible for the payment of any taxes due as a result of the receipt of benefits.

Separate Interest

(G) Notwithstanding anything contained herein to the contrary, any benefits not assigned to the Alternate Payee in Section (F) shall be the sole and separate property of the Participant, with all rights and privileges attached thereto. No changes to the Plan adopted after the date of the Judgment shall affect the Alternate Payee(s)'s benefits hereunder.

(H) The Alternate Payee(s)'s benefit is payable at [his/her] election, subject to the terms of this QDRO and the terms of the Plan.

(I) The Alternate Payee(s) shall be allowed to elect any form of distribution of [his/her] interest in the Plan at the time and in a form as permitted under the terms of the Plan, except as otherwise provided under Section (J) below. Notwithstanding anything contained in this QDRO to the contrary, the Alternate Payee(s) may only receive an amount of benefits which does not exceed the amount to which the Participant is otherwise entitled.

(J) Nothing in this QDRO requires, and the QDRO 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);
3. the payment of benefits to the Alternate Payee(s) which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order; or
4. permit the payment of benefits to the Alternate Payee(s) in the form of a joint and survivor annuity with respect to the Alternate Payee(s) and [his/her] subsequent spouse.

(K) The death of the Participant will have no impact on the benefits to be received by the Alternate Payee.

(L) If the Alternate Payee dies before or after commencement of [his/her] benefit, the Alternate Payee's beneficiary will receive any applicable death benefits.

Separate Interest

(M) It is intended by the parties that this order will qualify as a Qualified Domestic Relations Order, as defined in ERISA §206(d)(3), 29 U.S.C. §1056(d)(3), and Section 414(p) of the Internal Revenue Code of 1986, and that it shall be interpreted and administered in conformity with such laws and regulations.

(N) The Court retains jurisdiction to establish, amend or maintain this order as a Qualified Domestic Relations Order, as defined as ERISA §206(d)(3), 29 U.S.C. §1056(d)(3), and Section 414(p) of the Internal Revenue Code of 1986.

JUDGE

DATE

Name and Address for Plaintiff/Petitioner's
Attorney

Name and Address for Defendant/
Respondent's Attorney

APPROVED: SMART Local 265 Pension Plan

BY: _____

TITLE: _____

DATE: _____