

IN THE CIRCUIT COURT OF _____ COUNTY, _____

IN RE: THE MARRIAGE OF)
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QUALIFIED DOMESTIC RELATIONS ORDER
FOR PLUMBERS AND PIPEFITTERS LOCAL NO. 172
DEFINED BENEFIT PENSION PLAN

This matter comes before the court to enter an amended domestic relations order that is intended to be a qualified domestic relations order (QDRO).

THE COURT FINDS, AND 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 the right of _____ (“the Alternate Payee”) to receive a portion of the benefits of _____ (“Participant”) payable under the Plumbers and Pipefitters Local No. 172 Pension Plan that is qualified under Section 401 of the Internal Revenue Code of 1986, as amended (“the Code”) and the Employee Retirement Income Security Act, of 1974, as amended (“ERISA”). It is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Sections 206(d)(3) of ERISA and 414(p) of the Code.

2. **Participant’s Information:**

Name:
Last Known Mailing Address:
Social Security Number:
Birth Date:

Participant’s Attorney:

Name:
Address:
Phone Number:

3. **Alternate Payee’s Information:**

Name:
Last Known Mailing Address:

Social Security Number:
Birth Date:

Alternate Payee's Attorney:

Name:
Address:
Phone Number:

Both the Participant and the Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes to his or her mailing address. The name and address of the Plan is the Plumbers and Pipefitters Local No. 172 Pension Plan, 6525 Centurion Drive, Lansing, Michigan 48917.

4. **Pursuant to State Domestic Relations Law:** This Order is issued pursuant to the domestic relations laws of the State of _____.
5. **For Provision of Marital Property Rights and/or Spousal Support:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the Judgment of Dissolution of Marriage between the Participant and the Alternate Payee.
6. **Plan Name:** The name of the Plan to which this Order applies is the Plumbers and Pipefitters Local No. 172 Pension Plan (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plans to which liability for provision of the Participant's benefits described below is incurred shall also be subject to the terms of this Order. 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. Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect the Alternate Payee's rights as set forth under this Order.
7. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to the actuarial equivalent of _____ Percent (____%) of the Participant's benefits which accrued from the date of marriage, _____, to the date of dissolution, _____.
8. **Post Dissolution Benefit Accruals:** The Alternate Payee shall have no rights to any portion of the Participant's benefits not referenced in the preceding paragraph. The Alternate Payee shall have no right to any increases on any portion of the Participant's benefits which is either granted or accrues subsequent to the date of dissolution.
9. **Commencement Date and Form of Payment to Alternate Payee:** Benefits to the Alternate Payee shall be paid in the form of lifetime monthly payments. The Alternate Payee may elect to commence receiving his/her benefits on the effective date that the Participant becomes eligible for a disability retirement, early retirement or regular

retirement. In the event that the Participant dies before beginning to receive pension payments, the Alternate Payee may commence receiving his/her benefits on the effective date that the Participant would have become eligible for either an early retirement or a regular retirement had the Participant lived.

10. **Separate Interest Approach:** This QDRO utilizes a separate interest approach, under which the Alternate Payee's assigned share of the benefits is to be actuarially adjusted to the life expectancy of the Alternate Payee. Any actuarial adjustment that maybe necessary to convert the Alternate Payee's benefits to her own lifetime should be applied to the Alternate Payee's benefits. As a result, should the Participant predecease the Alternate Payee after the Alternate Payee's benefit commencement date, his death shall not affect the Alternate Payee's right to continued benefits.
11. **Early Commencement Reductions:** If the Alternate Payee commences his/her benefits before the Participant's normal retirement age, then any applicable early commencement reductions shall be applied to the Alternate Payee's benefits in accordance with applicable Plan provisions.
12. **Early Retirement Subsidy:** The Alternate Payee shall be entitled to a *pro rata* share of any early retirement subsidy provided to the Participant on the date of his retirement. If the Alternate Payee has already commenced her share of the benefits on the date of the Participant's retirement, then the amounts payable to the Alternate Payee shall be increased to provide the Alternate Payee with an actuarially adjusted *pro rata* share of such early retirement subsidy. Such *pro rata* share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated pursuant to paragraph 7 of this Order.
13. **Death of Participant Before Benefit Commencement Date; Treatment of Alternate Payee As Surviving Spouse for Purposes of Determining Qualified Pre-retirement Survivor Annuity As Such Term Is Defined in Section 417 of the Code.** If the Participant predeceases the Alternate Payee, and neither the Participant nor the Alternate Payee has commenced his or her benefits under the Plan, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of this monthly pre-retirement survivor annuity. For purposes of determining the eligibility for such surviving spouse benefits, the Participant and the Alternate Payee must have been married for at least one year. This designation applies to the marital portion of the Participant's accrued benefit as set forth in paragraph 7 of this Order. The Alternate Payee shall be treated as the Participant's surviving spouse for purposes of any pre-retirement surviving spouse benefits that are attributable to the marital portion of the Participant's benefits, and any subsequent spouse of the Participant shall not be treated as the Participant's surviving spouse for such purposes.
14. **Death of Participant After Alternate Payee's Benefit Commencement Date:** Pursuant to the terms of this Order, the Alternate Payee's benefits are to be actuarially adjusted to the Alternate Payee's own life expectancy. Under this separate interest approach, once

the Alternate Payee commences receiving benefits in accordance with the terms of this Order, the Alternate Payee's right to continued benefits shall be unaffected by the Participant's subsequent death.

15. **Death of Alternate Payee:** If the Alternate Payee predeceases the Participant before commencing her benefits, the Alternate Payee's portion of the Participant's benefits shall revert to the Participant. If the Alternate Payee predeceases the Participant after her benefit commencement date, the Alternate Payee's portion of benefits shall cease.
16. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 206(d)(3) of ERISA and Section 414(p) of the Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
17. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan to provide any type or form of benefit or any option not otherwise provided under the terms of the Plan; to provide increased benefits determined on the basis of actuarial value; or to pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.
18. **Tax Treatment of Distributions Made under this Order:** For purposes of Sections 402(a)(1) and 72 of the Internal Revenue Code, 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.
19. **Improper Payments:** If the Plan inadvertently pays to either party any benefits that were payable to the other party pursuant to the terms of this Order, the party who received the incorrect payment shall immediately return the amounts to the Plan but no later than ten (10) days after receipt. Further, the Plan shall have the right to offset any overpayments made to a party against future payments due to said party.
20. **Continued Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as set forth herein.

PARTICIPANT

ALTERNATE PAYEE

DATED:

ENTER: _____