

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND
MODEL QUALIFIED DOMESTIC RELATIONS ORDER
FOR A PARTICIPANT IN PAY STATUS

[INSERT APPROPRIATE STATE COURT CAPTION AND NAME OF ACTION]

QUALIFIED DOMESTIC RELATIONS ORDER

1. This Order is intended to be a Qualified Domestic Relations Order within the meaning of section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and section 414(p) of the Internal Revenue Code of 1986, as amended (“Code”), and is issued by this Court pursuant to **[insert state domestic relations law authorizing state court to enter order]**.

2. This Order relates to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”).

3. The Participant’s name, last known mailing and email addresses, social security number and date of birth is: **[insert applicable information]**.

4. The Alternate Payee’s name, last known mailing and email addresses, social security number and date of birth is: **[insert applicable information]**.

5. The Alternate Payee has the following relationship to the Participant: **[insert nature of relationship]**.

6. The Alternate Payee is hereby awarded **[insert percentage or dollar amount]** of each of the Participant’s monthly benefit payments being received as of _____ 20____. (This date is for purposes of the calculation of the division of the benefit amount only; the Alternate Payee is not entitled to retroactive payments prior to the Fund’s receipt and

acceptance of a Court entered Order and any other required documentation and information.) The Alternate Payee's benefit will be increased to include any post-retirement benefit increases paid to participants and beneficiaries under the Plan, or otherwise adjusted (including by reduction), in proportion to the benefit awarded to the Alternate Payee hereunder.

7. The benefits specified in Paragraph 6 will begin to be paid to the Alternate Payee as soon as administratively practical after the Fund's determination that this Order is a Qualified Domestic Relations Order and receipt of a complete application for pension benefits from the Alternate Payee on the forms provided by the Fund for such purpose, and will include any amounts segregated for the benefit of the Alternate Payee after the Fund's receipt of a domestic relations order assigning benefits to the Alternate Payee, adjusted if necessary according to the terms of this Order, and subject to the provisions of ERISA section 206(d)(3) and Code section 414(p) regarding segregated amounts. The Alternate Payee's Pension Effective Date shall be as soon as administratively practical after the Fund's receipt of a so ordered version of this Order and the Alternate Payee shall not be entitled to any payments for any time period before then.

8. Except as otherwise provided in this Paragraph 8, if the Participant dies before the Alternate Payee, all payments under Paragraph 6 of this Order shall cease.

- (a) If the Participant's benefit is in the form of a joint and survivor benefit with the Alternate Payee as the joint annuitant, the Alternate Payee will receive the entire survivor benefit.
- (b) If the Participant's benefit is in the form of a single life benefit with guaranteed amount, the Alternate Payee will receive a portion of any remaining guaranteed payments in the same ratio to the guarantee as the benefit assigned under Paragraph 6

bears to the Participant's total monthly benefit, and the remaining guaranteed payments will be paid to the Participant's designated beneficiary on file with the Fund at the time of the Participant's death (including a former spouse).

9. The Alternate Payee shall not be entitled to credit for any portion of any additional contributions credited to the Participant's account for covered employment after the Participant's Pension Effective Date. **OR** *[If the Participant has not reached normal retirement age (generally, age 65) and has returned, or may return, to covered employment after beginning to receive early retirement benefits, and the parties wish to divide any additional contributions credited after that date, use the following as Paragraph 9.]* The additional benefit ("Additional Pension") resulting from the additional employment after the Early Retirement Date ("Additional Covered Employment") is payable beginning on the first day of the month following the Participant's Normal Retirement Date and is divided as follows:

- (a) In addition to the benefit set forth in Paragraph 6, the Alternate Payee is entitled to a portion of the Participant's Additional Pension, based on **[insert percentage]** of each contribution credited by the Fund on behalf of the Participant between the Participant's Early Retirement Date and **[insert end date; e.g., the date of divorce]**. Specifically, the Alternate Payee will receive a percentage of the Additional Pension that is equal to the ratio of the dollar amount of contributions set forth in the preceding sentence to the total dollar amount of contributions earned by the Participant in Additional Covered Employment. The Alternate Payee is also entitled to receive a proportionate share of any related post-retirement benefit increases, or adjustment (including by reduction).

- (b) If the Participant dies before the Alternate Payee and after the Participant's Additional Pension begins, the Alternate Payee will receive a portion of the death benefit associated with the benefit form elected by the Participant that is the same percentage of the death benefit as the percentage of pension set forth in subparagraph (a) of this Paragraph 9, payable in the same manner as the remainder of the death benefit (if any). The remaining death benefit not assigned to the Alternate Payee above will be paid to the Participant's designated beneficiary.
- (c) If the Participant dies before the Alternate Payee and before the Participant's Additional Pension begins, the Alternate Payee will receive a portion of the "pre-retirement" death benefit that is the same percentage of the death benefit as the percentage of pension set forth in subparagraph (b) of this Paragraph 9.
- (d) Upon the death of the Alternate Payee, no further benefits will be payable under this Paragraph 9.

10. If the Alternate Payee dies before the Participant, all amounts assigned to the Alternate Payee under this Order will revert to the Participant and no further benefits will be payable under this Order.

11. Nothing in this Order may be interpreted to require the Fund to: (i) provide any type or form of benefit or option not provided under the Fund, (ii) provide increased benefits (determined on the basis of actuarial value), or (iii) 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.

12. Payment of benefits to the Alternate Payee will be governed by the terms of the Fund, which shall control in the event of any inconsistency between this Order and the Fund.

13. The Court retains jurisdiction over this order to establish or maintain its status as a Qualified Domestic Relations Order.

Date: _____

JUDGE