



SAMPLE SETTLEMENT AGREEMENT LANGUAGE FOR A TRADITIONAL DEFINED BENEFIT PLAN UTILITIZING A SHARED INTEREST APPROACH FOR AN EMPLOYED PARTICIPANT

Retirement Benefits of Plaintiff

Plaintiff is a Participant under the [Insert Exact Name of Plan] (hereinafter referred to as Plan). Through a Qualified Domestic Relations Order “QDRO”, Defendant is hereby granted a portion of the Plaintiff’s retirement benefits under the Plan as specified below.

Payment Approach: The QDRO shall utilize the Shared Payment Approach where the Defendant’s share of the benefits are based on Plaintiff’s life expectancy.

Amount of Defendant’s Benefit: The Defendant will be assigned an amount equal to [Insert % Amount] Percent of the "Marital Portion" of Plaintiff’s Accrued Benefit accumulated under the Plan as of [insert the Specific Date]. The Marital Portion of the Plaintiff's accrued benefit shall be determined by multiplying the Plaintiff's Accrued Benefit by a fraction, the numerator of which is the number of months of the Plaintiff's credited service in the Plan earned during the marriage from [Insert Plan Start Date or Marriage Date (whichever is the later date)] to [Insert the Marriage End Date], and as may be further adjusted by any early commencement reduction factors.

Early Retirement Subsidy: The Defendant SHALL [insert either ALSO or NOT] be entitled to a proportionate share of any Early Retirement Subsidy provided to the Plaintiff on the date of the Plaintiff's retirement.

Early Retirement Supplements: The Defendant SHALL [insert either ALSO or NOT] be entitled to a proportionate share of any Early Retirement Supplements provided to the Plaintiff on the date of the Plaintiff's retirement.

Cost of Living Adjustments: The Defendant SHALL [insert either ALSO or NOT] receive a proportionate share of any Post-retirement Cost-of-living Adjustments or other economic improvements received by the Plaintiff on or after the Plaintiff's date of retirement.

Death of Plaintiff Before Retirement: If the Plaintiff dies before the Defendant starts receiving benefits, the Defendant SHALL receive a Qualified Pre-retirement Survivor Annuity in the amount of Defendant's award.

Death of Plaintiff After Retirement: If the Plaintiff dies after the Defendant starts receiving benefits, the Defendant SHALL receive a Qualified Joint and Survivor Annuity in the amount of Defendant's award. Thus, Plaintiff must elect benefits in the form of a Qualified Joint and Survivor Annuity upon retirement designating Defendant as surviving spouse beneficiary.

Death of Defendant: If the Defendant dies before the Plaintiff starts receiving benefits, the Defendant's award shall revert to the Plaintiff.

Plan Administrator Fees: Any QDRO processing or reviewing fees charged by the Plan Administrator shall be deducted equally from Defendant's and Plaintiff's share of the retirement benefits.

Processing The Qualified Domestic Relations Order: Defendant's Attorney will be responsible of preparing, submitting and overseeing the approval of the QDRO until its final acceptance by the plan administrator as a QDRO. It is understood that Defendant's Attorney may employ a QDRO drafting company to assist in the preparation and submission of the Order to the plan administrator for approval as a QDRO.