IN THE CIRCUIT COURT OF _____ **COUNTY, ILLINOIS**

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)	**No.**_____
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QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER

THIS CAUSE coming before the Court for the purpose of the entry of a Qualified Illinois Domestic Relations Order under the provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over the parties and the subject matter hereof; the Court finding that one of the parties to this proceeding is a member of a retirement system subject to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), this Order is entered to implement a division of that party's interest in the retirement system; and the Court being fully advised;

IT IS HEREBY ORDERED AS FOLLOWS:

(I)   The definitions and other provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119) are adopted by reference and made a part of this Order.

(II)   Identification of Retirement System and parties:

Retirement System: **Firemen's Annuity & Benefit Fund of Chicago**
Twenty South Clark, Suite 300
Chicago, Illinois 60603

Member: _____
(name)

_____
(address)

_____
(social security number)

Alternate Payee: _____
(name)

_____
(address)

_____
(social security number)

_____   _____ _____
Member's Name

The alternate payee is the member's **(check one):** ☐**current or former spouse** ☐**child or other dependent**

Retirement Benefits

(III) The Retirement System shall pay the indicated amounts of the member's **retirement benefits** to the alternate payee under the following terms and conditions.

    (A) The Retirement System shall pay the alternate payee pursuant to one of the following methods (complete the ONE option that applies):

        (1) $_____**per month (enter dollar amount); OR**

        (2) _____**% (enter percentage) per month of the marital portion of said benefit with the marital portion defined using the formula in Section IX; OR**

        (3) _____**% (enter percentage) per month of the gross amount of said benefit calculated as of the date the (check one)** ☐**member's** ☐**alternate payee's benefit commences (check alternate payee only if the alternate payee will commence benefits after the member commences benefits, e.g. if the member is receiving retirement benefits at the time this Order is entered.**

    (B) If the member's retirement benefit has **already commenced**, payments to the alternate payee shall commence either (*check/complete the ONE option that applies. Note: Do not mark in this section if the member is not currently receiving benefits.*)

        (1) ☐ **as soon as administratively possible upon this order being received and accepted by the Retirement System; OR**

        (2) ☐ **on the date of _____(enter any benefit payment date that will occur at least 30 days after the date the retirement system receives a valid QILDRO, but ONLY if payment to the alternate payee is to be delayed to some future date; otherwise, check item (1) above).**

    (C) If the member's retirement benefit has **<u>not yet commenced</u>**, payments to the alternate payee shall commence as of the date the member's retirement benefit commences.

    (D) Payments to the alternate payee under Section III shall **terminate** (check/complete the ONE option that applies):

        (1) ☐**upon the death of the member or the death of the alternate payee, whichever is the first to occur; OR**

        (2) ☐**after _____monthly payments are made to the alternate payee (enter any set number of months) or upon the death of the member or the death of the alternate payee, whichever is first to occur.**

(IV) If the member's retirement benefits are subject to annual post-retirement increases, the alternate payee **(check one)** ☐**will** ☐**will not** receive an increase measured by the proportion that the alternate payees allocation bears to the member's retirement benefit.

_____   _____ _____
Member's Name

Refund Upon Termination

(V) The Retirement System shall pay to the alternate payee the indicated amounts of any refund upon termination that becomes payable to the member, under the following terms and conditions:

   (A) The Retirement System shall pay the alternate payee pursuant to one of the following methods (complete the ONE option that applies):

   (1) $_____(enter dollar amount); OR

   (2) _____% (enter percentage) of the marital portion of the refund with the marital portion defined using the formula in Section IX; OR

   (3) _____% (enter percentage) of the gross amount of the refund, calculated when the member's refund is paid.

   (B) The amount payable to an alternate payee under Section V (A) (2) or V (A) (3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

   (C) The alternate payee's share of the refund under this Section V shall be paid when the member's refund is paid.

Partial Refund (Refund of Spouse Contributions)

(VI) The Retirement System shall pay to the alternate payee the indicated amounts of any partial refund (refund of spouse contributions) that becomes payable to the member, under the following terms and conditions:

   (A) The Retirement System shall pay the alternate payee pursuant to one of the following methods (complete the ONE option that applies):

   (1) $_____(enter dollar amount); OR

   (2) _____% (enter percentage) of the marital portion of the partial refund with the marital portion defined using the formula in Section IX; OR

   (3) _____% (enter percentage) of the gross amount of the partial refund, calculated when the member's refund is paid.

   (B) The amount payable to an alternate payee under Section VI (A) (2) or VI (A) (3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

   (C) The alternate payee's share of the refund of spouse contributions under this Section VI shall be paid when the member's refund is paid.

_____   _____ _____
Member's Name

Death Benefits

(VII) The Retirement System shall pay to the alternate payee the indicated amounts of any death benefits that becomes payable to the member's death benefit beneficiary or estate under the following terms and conditions:

(A) To the extent and only to the extent required to effectuate this Section VII, the alternate payee shall be designated as and considered to be a beneficiary of the member at the time of the member's death and shall receive (complete the ONE option that applies):

    (1) $_____(enter dollar amount) of Refund to the Estate;
    $_____(enter dollar amount) of Death Benefit   OR

    (2) Enter the percentage of the marital portion of death benefits with the marital portion defined using the formula in Section IX;
    _____(enter percentage) of Refund to the Estate;
    _____(enter percentage) of Death Benefit   OR

    (3) Enter the percentage of the gross amount of death benefits, calculated when said benefits become payable
    _____(enter percentage) of Refund to the Estate;
    _____(enter percentage) of Death Benefit   OR

(B) The amount payable to an alternate payee under Section VII (A) (2) or VII (A) (3) shall include any applicable interest that would otherwise be payable to the death benefit beneficiary under the rules of the Retirement System.

(C) The alternate payee's share of the death benefit under this Section VII shall be paid as soon as administratively possible after the member's death.

Requirement of a Calculation Order

(VIII) If this Order indicates that the alternate payee is to receive a percentage of any retirement benefit or refund upon receipt of the information required to be provided by the Retirement System under Section 1-119 of the Illinois Pension Code (40 ILCS5/1-119), the calculations required shall be performed by the member, by the alternate payee, or by their designated representatives or designated experts. The results of the calculations shall be provided to the Retirement System via a QILDRO Calculation Court Order in accordance with Section 1-119 of the Illinois Pension Code.

Marital Portion Benefit Calculation Formula

(IX) Marital Portion Benefit Calculation Formula (Option to calculate benefit in items III(A)(2), V(A)(2), VI(A)(2), and VII(A)(2)). If in this Section "other" is circled in the definition of A, B, or C, then a supplemental order must be entered simultaneously with this QILDRO clarifying the intent of the parties or the Court as to that time. The supplemental order cannot require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or administrative rule, it shall not be finding upon the Retirement System.

(1) The amount of the alternate payee's benefit shall be the result of (A/B) x C x D where:

"A" equals the number of months of pensionable service credit from the date of the marriage, or the date of member's entry into the plan, whichever is the later, (enter date MM/DD/YYYY) _____ to the date of the divorce, (enter date MM/DD/YYYY) _____. This number of months of service shall be calculated as whole months after receipt of information required from the Retirement   System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS5/1-119).

"B" equals the number of months of pensionable service credit that the member accumulated in the Retirement System through the member's effective date of retirement. The number of months of service shall be calculated as whole months after receipt of information required from the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

_____   _____ _____
Member's Name

Marital Portion Benefit Calculation Formula (Continued)

"C" equals the gross amount of:

(i) the member's monthly retirement benefit (Section III(A)) calculated as of the member's effective date of retirement;

(ii) the member's refund payable upon termination the becomes payable, including any payable interest (Section V(A)) calculated as of the time said refund become payable to the member;

(iii) the member's partial refund, including any payable interest (Section VI(A)) calculated as of the time said partial refund becomes payable to the member; or

(iv) the death benefit payable to the member's death benefit beneficiary or estate, including any payable interest (Section VII(A)) calculated as of the time said benefit becomes payable to the member's beneficiary;

whichever are applicable pursuant to Section III, V, VI, or VII of this Order. These gross amounts shall be provided by the Retirement System pursuant to Section 1-119 of the Illinois Pension Code. (40 ILCS 5/1-119).

"D" equals the percentage noted in Section III(A)(2), V(A)(2), VI(A)(2), or VII(A)(2), which ever are applicable.

(2) The alternate payee's benefit under this Section IX shall be paid in accordance with all Sections of this Order that apply.

(X) If the member began participating in the Retirement System before July 1, 1999, this Order shall not take effect unless accompanied by the written consent of the member as required under subsection (m) of Section 1-119 of the Illinois Pension Code. (40 ILCS 5/1-119).

(XI) The Court retains jurisdiction over this matter for all of the following purposes:

(1) To establish or maintain this Order as a Qualified Illinois Domestic Relations Order.

(2) To enter amended QILDROs and QILDRO Calculation Court Orders to confirm to the parties' Marital Settlement Agreement or Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modifications to the parties' Agreement or Judgment, or to any supplemental orders entered to clarify the parties' Agreement or Judgment.

(3) To enter supplemental orders to clarify the intent of the parties or the Court regarding the benefits allocated herein in accordance with the parties' Agreement or Judgment, with any modifications of the parties' Agreement or Judgment, or with any supplemental orders entered to clarify the parties' Agreement or Judgment. A Supplemental order may not require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System.

_____
Member's Signature

_____
Alternate Payee's Signature

_____
Judge's Signature

_____
Date

_____   _____ _____
Member's Name