

2. **Identity of the Plan.** The plan to which this Order applies is the Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Plan"), a defined benefit pension plan. The Plan Administrator is Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund, 8400 Corporate Drive, Suite 430, Landover, Maryland 20785-2361.

3. **Identity of the Participant.** The participant in the Plan to which this Order applies is _____, (the "Participant"), Social Security No. _____ - _____ - _____, whose last known mailing address is _____

4. **Identity of the Alternate Payee.** This Order creates the right for an Alternate Payee, _____ (the "Alternate Payee"), Social Security No. _____ - _____ - _____, whose last known mailing address is _____, to receive a portion of the pension benefits payable with respect to the Participant under the Plan. The Alternate Payee is the former spouse of the Participant.

5. **Amount of Payments to Alternate Payee.** This Order assigns to the Alternate Payee _____

Instructions: Consider using Option (a) or Option (b) to fill in the blank.

Option (a): a separate interest in the Participant's pension. The Alternate Payee's separate interest shall be _____% of the Participant's accrued benefit earned under the Plan as of _____, _____, which is the date of divorce.

Option (b): a separate interest in the Participant's pension. The Alternate Payee's separate interest shall be _____% of the accrued benefit earned under the Plan as of _____, _____, which is the date of divorce, multiplied by a fraction, the numerator of which is the number of years of service earned by the Participant under the Plan during the period of the marriage and the denominator of which is the number of years of service earned by the Participant under the Plan as of the date of divorce.

6. **Post-Retirement Benefit Increases.** If the Participant and the Alternate Payee begin to receive benefits from the Plan and if the Plan pays a post-retirement benefit increase to the Participant that is not available to the Alternate Payee, then the Alternate Payee's benefit assigned under Paragraph 5 above will be increased to reflect the Alternate Payee's share of

such increase. The Alternate Payee's share shall be determined in the manner described in Paragraph 5 above.

Instructions: Paragraph 6 is optional and should be included only if the parties intend that the Alternate Payee will receive a share of any post-retirement benefit increases.

7. **When Payments to Alternate Payee Start.** A distribution to the Alternate Payee of the amount determined in this Order shall commence to be paid by the Plan upon the Alternate Payee's application on or after the Participant's attainment of earliest retirement age under the Plan, but not later than the latest date permitted by Code Section 401(a)(9). The Alternate Payee shall have the right to elect a distribution of benefits in any form allowed under the Plan with respect to the Participant, other than in the form of a joint and surviving spouse annuity payable to the Alternate Payee and the Alternate Payee's subsequent spouse. Payments to the Alternate Payee will be subject to any adjustments required by the Plan for early payment of benefits, based on the age of the Alternate Payee (and the age of the Participant if the Participant has not then attained his normal retirement age under the Plan) as of the Alternate Payee's benefit commencement date. If the Participant has not yet retired as of the Alternate Payee's benefit commencement date, the Plan shall take into account the present value of the benefits actually accrued by the Participant, but shall not take into account the present value of any subsidy for early retirement.

8. **When Payments to the Alternate Payee Stop.** Benefits paid by the Plan to the Alternate Payee shall stop when required by the terms of the Plan for the form of benefit selected by the Alternate Payee.

9. **What Happens if the Participant Predeceases the Alternate Payee.** The assignment of an interest in Participant's accrued benefit to the Alternate Payee, as provided herein, shall not be reduced, abated or terminated as a result of the death of the Participant.

10. **What Happens if the Alternate Payee Predeceases the Participant.** If the Alternate Payee predeceases the Participant prior to benefit commencement, the Alternate Payee's interest shall revert to the Participant. If the Alternate Payee predeceases the Participant after benefit commencement, the form of benefit selected by the Alternate Payee under the Plan shall

determine whether any amounts are owed to any beneficiary upon the Alternate Payee's death.

11. **Lump Sum Death Benefits.**

Instructions: Paragraph 11 is optional. It applies to any lump sum death benefit paid by the Plan upon the Participant's death. If this paragraph is not included in the Order, the Participant will be free to designate whomever he or she chooses as his or her designated beneficiary for purposes of any lump sum death benefit provided by the Plan. If the Order requires the Alternate Payee to be named as designated beneficiary for all or part of the lump sum death benefit, Option (a) or Option (b) should be used.

Option (a): The Alternate Payee shall be named as the designated beneficiary for any lump sum death benefit provided by the Plan upon the Participant's death. The Plan shall permit the Participant to change that designation only if the Alternate Payee predeceases the Participant.

Option (b): The Alternate Payee shall be named as the designated beneficiary for ___% of any lump sum benefit provided by the Plan upon Participant's death. The Plan shall permit the Participant to change that designation only if the Alternate Payee predeceases the Participant.

12. **ERISA and Code Requirements.** Nothing contained in this Order shall be construed to require the Plan to provide: (a) any type of form of benefit, or any option, not otherwise provided under the terms of the Plan; (b) increased benefits (determined on the basis of actuarial value) not otherwise provided for under the terms of the Plan; or, (c) payments of benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined by the Plan to be a Qualified Domestic Relations Order pursuant to Section 414(p) of the Internal Revenue Code.

13. **Cooperation Required.** The Participant and Alternate Payee shall cooperate in executing the assignment of the interest in Participant's pension by keeping the Plan apprised of their current mailing addresses, and by providing such information as the Plan shall deem necessary for the proper administration of the Plan in accordance with this Order.

14. **Mailing Required.** Copies of this Order shall be sent to the Plan via first class mail from counsel for the Alternate Payee, as the authorized representative of the Alternate Payee.

15. **Continuing Jurisdiction of the Court.** The Court shall retain jurisdiction so that this Order may be amended as necessary in order to comply with the requirements of a

Qualified Domestic Relations Order pursuant to Section 206(d)(3) of ERISA and Section 414(p) of the Code, as determined by the Plan.

Dated this ____ day of _____, 20__

JUDGE:

Copies To:

[Insert Name and Address of Attorney for Participant]

[Insert Name and Address of Attorney for Alternate Payee]

2. **Identity of the Plan.** The plan to which this Order applies is the Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Plan"), a defined benefit pension plan. The Plan Administrator is Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund, 8400 Corporate Drive, Suite 430, Landover, Maryland 20785-2361.

3. **Identity of the Participant.** The participant in the Plan to which this Order applies is _____, (the "Participant"), Social Security No. _____ - _____ - _____, whose last known mailing address is _____

4. **Identity of the Alternate Payee.** This Order creates the right for an Alternate Payee, _____ (the "Alternate Payee"), Social Security No. _____ - _____ - _____, whose last known mailing address is _____, to receive a portion of the pension benefits payable with respect to the Participant under the Plan. The Alternate Payee is the former spouse of the Participant.

5. **Amount and Duration of Payments to Alternate Payee.** The Plan shall pay to the Alternate Payee _____ if, as, and when payments are made by the Plan to the Participant.

Instructions: Choose Option (a) or Option (b) to fill in the blank. Note that Option (a) will permit the Alternate Payee to share in any retiree benefit increases approved by the Plan for Participants. Option (b) will not. If you select Option (b), be sure to confirm with the Plan office that the Participant has earned a benefit that will be payable monthly at retirement in an amount equal to or greater than the dollar amount inserted in the Order.

Option (a): _____% of the dollar amount of each monthly payment otherwise to be paid to the Participant

Option (b): \$ _____ per month

6. **What Happens if the Participant Predeceases the Alternate Payee.** If the Participant predeceases the Alternate Payee, _____

Instructions: You must fill in this paragraph. Choose Option (a) if the Alternate Payee is to be eligible for a survivor's annuity, in the event of the Participant's death. Choose Option (b) if the Alternate Payee's benefits are to end upon the Participant's death.

Option (a): the Alternate Payee shall be treated as the Participant's surviving spouse for purposes of the Plan's Qualified Preretirement Survivor Annuity and Qualified Joint and Survivor Annuity. If the Alternate Payee and Participant survive until Participant's retirement, the Participant shall be required to select a pension that is payable in the form of a _____ joint and survivor annuity naming the Alternate Payee as the surviving spouse. Payments of survivor annuity benefits to the Alternate Payee shall be made pursuant to the terms of the Plan.

Option (b): all payments to the Alternate Payee shall end.

7. **What Happens if the Alternate Payee Predeceases the Participant.** If the Alternate Payee predeceases the Participant, the Alternate Payee's share of the pension shall revert to the Participant.

8. **ERISA and Code Requirements.** Nothing contained in this Order shall be construed to require the Plan to provide: (a) any type of form of benefit, or any option, not otherwise provided under the terms of the Plan; (b) increased benefits (determined on the basis of actuarial value) not otherwise provided for under the terms of the Plan; or, (c) payments of benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined by the Plan to be a Qualified Domestic Relations Order pursuant to Section 414(p) of the Internal Revenue Code.

9. **Cooperation Required.** The Participant and Alternate Payee shall cooperate in executing the assignment of the Participant's pension by keeping the Plan apprised of their current mailing addresses, and by providing such information as the Plan shall deem necessary for the proper administration of the Plan in accordance with this Order.

10. **Mailing Required.** Copies of this Order shall be sent to the Plan via first class mail from counsel for the Alternate Payee, as the authorized representative of the Alternate Payee.

11. **Continuing Jurisdiction of the Court.** The Court shall retain jurisdiction so that this Order may be amended as necessary in order to comply with the requirements of a Qualified Domestic Relations Order pursuant to Section 206(d)(3) of ERISA and Section 414(p) of the Code, as determined by the Plan.

Dated this ____ day of _____, 200__

JUDGE:

Copies To:

[Insert Name and Address of Attorney for Participant]

[Insert Name and Address of Attorney for Alternate Payee]

2. **Identity of the Plan.** The plan to which this Order applies is the Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Plan"), a defined benefit pension plan. The Plan Administrator is Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund, 8400 Corporate Drive, Suite 430, Landover, Maryland 20785-2361.

3. **Identity of the Participant.** The participant in the Plan to which this Order applies is _____, (the "Participant"), Social Security No. ____ - ____ - _____, whose last known mailing address is _____

4. **Identity of the Alternate Payee.** This Order creates the right for an Alternate Payee, _____ (the "Alternate Payee"), Social Security No. ____ - ____ - _____, whose last known mailing address is _____

to receive a portion of the pension benefits payable with respect to the Participant under the Plan. The Alternate Payee is the former spouse of the Participant.

5. **Amount and Duration of Payments to Alternate Payee.** The Plan shall pay to the Alternate Payee _____ commencing with the first of the month following the month in which the Plan determines that this Order is a qualified domestic relations order and continuing thereafter if, as, and when payments are made by the Plan to the Participant.

Instructions: Choose Option (a) or Option (b) to fill in the blank. Note that Option (a) will permit the Alternate Payee to share in any retiree benefit increases approved by the Plan for Participants. Option (b) will not. If you select Option (b), be sure to confirm with the Plan office that the Participant's monthly pension benefit is equal to or greater than the dollar amount inserted in the Order.

Option (a): ____% of the dollar amount of each monthly payment otherwise to be paid to the Participant;

Option (b): \$ _____ per month

6. **What Happens if the Participant Predeceases the Alternate Payee.** If the Participant predeceases the Alternate Payee, _____

Instructions: Choose Option (a) or Option (b) to fill in the blank. Choose Option (a) only if the Participant is receiving a pension paid in the form of a survivors annuity and the Participant has named the Alternate Payee as the survivor. Choose Option (b) if the Participant is receiving a pension that does not provide a survivor benefit to the Alternate Payee.

Option (a): the Alternate Payee shall be entitled to receive the survivor annuity, previously selected for her by the Participant, according to the terms of the Plan.

Option (b): all payments to the Alternate Payee shall end.

7. **What Happens if Alternate Payee Predeceases the Participant.** If the Alternate Payee predeceases the Participant, the Alternate Payee's share of the pension shall revert to the Participant.

8. **ERISA and Code Requirements.** Nothing contained in this Order shall be construed to require the Plan to provide: (a) any type of form of benefit, or any option, not otherwise provided under the terms of the Plan; (b) increased benefits (determined on the basis of actuarial value) not otherwise provided for under the terms of the Plan; or, (c) payments of benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined by the Plan to be a Qualified Domestic Relations Order pursuant to Section 414(p) of the Internal Revenue Code.

9. **Cooperation Required.** The Participant and Alternate Payee shall cooperate in executing the assignment of the Participant's pension by keeping the Plan apprised of their current mailing addresses, and by providing such information as the Plan shall deem necessary for the proper administration of the Plan in accordance with this Order.

10. **Mailing Required.** Copies of this Order shall be sent to the Plan via first class mail from counsel for the Alternate Payee, as the authorized representative of the Alternate Payee.

11. **Continuing Jurisdiction of the Court.** The Court shall retain jurisdiction so that this Order may be amended as necessary in order to comply with the requirements of a Qualified

Domestic Relations Order pursuant to Section 206(d)(3) of ERISA and Section 414(p) of the Code, as determined by the Plan.

Dated this ____ day of _____, 20__

JUDGE:

Copies To:

[Insert Name and Address of Attorney for Participant]

[Insert Name and Address