

**MODEL QDRO  
FOR  
UFCW LOCAL 1262 AND EMPLOYERS PENSION PLAN**

**FOR SHARED INTEREST QDROs  
(MUST BE USED IF BENEFITS ARE IN PAY STATUS)**

*If the Participant is in pay status, the Shared Interest Order is the only order that is applicable to the Participant. The Separate Interest Order model may be used if the Participant has not yet commenced payment of his or her benefits.*

*DISCLAIMER: This model QDRO has not been prepared to comply with the laws of any particular state; this model QDRO is provided for the convenience of the parties and must be modified by the parties to comply with applicable state law. If this model QDRO fails to meet the needs of the Participant or the Alternate Payee, the parties may modify the QDRO as necessary.*

*ELECTRONIC COPY: If you would like an electronic copy of this model QDRO, please contact the Plan Administrator or follow the contact instructions in the transmittal document.*

**NOTE: PLEASE SEND A DRAFT ORDER TO THE PLAN ADMINISTRATOR FOR REVIEW BEFORE HAVING ANY ORDER EXECUTED.**

*[Caption must conform to local Court rules]*

**IN THE COURT OF \_\_\_\_\_** *[Insert identity of court with jurisdiction.]*

\_\_\_\_\_ *[Insert Plaintiff's name.]* )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
\_\_\_\_\_ *[Insert Defendant's name.]* )  
 )  
Defendant. )

Case No. \_\_\_\_\_  
*[Insert case number.]*  
JUDGE: \_\_\_\_\_  
*[Insert judge's name.]*

## DOMESTIC RELATIONS ORDER

The *[Plaintiff/Defendant]* is a Participant in the UFCW Local 1262 and Employers Pension Plan, a defined benefit multiemployer pension plan.

This Domestic Relations Order (“Order”) creates and recognizes the existence of the Alternate Payee’s right to receive all or a portion of the Participant’s benefit under the UFCW Local 1262 and Employers Pension Plan and is entered pursuant to the authority granted under the applicable domestic relations laws or community property laws as follows:

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*[Insert appropriate references to state and state law]*

This Order is intended to be a valid domestic relations order under such laws relating to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions. This Order is intended to be a qualified domestic relations order (a "QDRO"), within the meaning of section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"), and section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

If the Plan Administrator determines that this Order does not constitute a QDRO, and the parties are unable to come to an agreement to remedy the Order such that it does constitute a QDRO, the Alternate Payee and the Participant agree to ask the Court to modify this Order so that it reflects their intent and satisfies applicable requirements under the Code and ERISA. Both parties stipulate that the Court has personal jurisdiction over each of them and jurisdiction over the subject matter of this Order.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. Defined Terms. As used in this Order, the following terms have the following meanings:

(a) The term “Participant” means:

*[Insert the name, current address, social security number, and date of birth of the Participant.]*

(b) The term “Alternate Payee” means:

*[Insert the name, current address, social security number, and date of birth of the Alternate Payee.]* The Alternate Payee is the *[Insert the Alternate Payee’s relationship to the Participant]* of the Participant.

(c) The term “Plan” means the UFCW Local 1262 and Employers Pension Plan or any successor to the Plan.

(d) The term "Plan Administrator" means the Plan Administrator acting on behalf of the Trustees of the UFCW Local 1262 and Employers Pension Plan, 1389 Broad Street, Clifton, NJ 07013. Phone: 973-778-5800; Fax: 973-778-1725.

2. Term of the Marriage. The Participant and the Alternate Payee were married on \_\_\_\_\_ *[Insert the date of the marriage.]* and were *[separated/divorced]* on \_\_\_\_\_ *[Insert the date of separation/divorce.]*

3. Alternate Payee's Shared Interest Benefit. Under the terms of this Order, the Alternate Payee will receive a shared interest benefit only if and when the benefit is payable to the Participant in an amount determined as follows under either A or B (choose A or B below). The "Standard Retirement Pension" provided under the Plan to a Participant is a life annuity. If the Participant does not receive payment in the form of the Standard Retirement Pension, then the percentage awarded to the Alternate Payee in B. shall be applied to the form of payment elected by the Participant.

3A. \$ \_\_\_\_\_ of each payment that the Participant receives commencing as of the date that the Participant commences to receive benefits (the "Annuity Starting Date") or the date that this Order is approved as qualified, if later; or

3B. \_\_\_\_\_% of each monthly payment that the Participant receives commencing as of the Participant's Annuity Starting Date or the date that this Order is approved as qualified, if later.

Payment of the Alternate Payee's benefit will be based on the Participant's life and shall cease upon the death of the Participant unless the Alternate Payee has been designated as the surviving spouse in 5. and/or 6. below for all or a portion of the qualified pre-retirement survivor annuity and/or qualified joint and survivor annuity. The Alternate Payee's benefit will be paid directly to the Alternate Payee by the Plan. The Alternate Payee will be required to pay the appropriate taxes on such distribution.

4. Death of Alternate Payee. If the Alternate Payee dies before the Participant's Annuity Starting Date, nothing is payable under this Order to or on behalf of the Alternate Payee. If the Alternate Payee dies on or after the Participant's Annuity Starting Date, and before the Participant dies, the Alternate Payee's portion will be paid to the Participant.

5. Death of Participant Before the Participant's Annuity Starting Date – Surviving Spouse Designation for the Qualified Pre-Retirement Survivor Annuity. If the Participant is not receiving payments as of the date that this Order is reviewed by the Plan Administrator and dies before the Participant's Annuity Starting Date, then: **Check either A or B** below:

5A. No benefits will be payable to the Alternate Payee. The Alternate Payee has not been designated as the surviving spouse of the Participant for purposes of the qualified pre-retirement survivor annuity.

5B. The Alternate Payee has been designated as the surviving spouse of the Participant for all or a portion of the qualified pre-retirement survivor annuity as set forth below (**check one**):

\_\_\_\_\_% of the total available qualified pre-retirement survivor annuity shall be payable to the Alternate Payee.

the same portion of the available qualified pre-retirement survivor annuity shall be payable to the Alternate Payee as the portion of the benefit awarded to the Alternate Payee under Paragraph 3.

6. Death of Participant After the Participant's Annuity Starting Date – Surviving Spouse Designation for the Qualified Joint and Survivor Annuity. If the Participant's Annuity Starting Date has not occurred as of the date that this Order is reviewed by the Plan Administrator, and dies after the Participant's Annuity Starting Date, indicate below whether the Alternate Payee will be designated as the surviving spouse for any portion of the qualified joint and survivor annuity. **Check either A or B** below:

6A. No benefits will be payable to the Alternate Payee. The Alternate Payee has not been designated as the surviving spouse of the Participant for purposes of the qualified joint and survivor annuity.

6B. The Alternate Payee has been designated as the surviving spouse of the Participant for all or a portion of the benefit as set forth below (**check one**):

\_\_\_\_\_% of the available qualified joint and survivor annuity. The Participant must elect payment in the form of a qualified joint and survivor annuity with the Alternate Payee for the percentage of his or her benefit so designated in this Section 6B, and the survivor annuity with respect to that percentage shall be payable to the Alternate Payee for the lifetime of the Alternate Payee if the Alternate Payee survives the Participant.

\_\_\_\_\_ the same portion of the qualified joint and survivor annuity shall be payable to the Alternate Payee as the portion of the benefit awarded to the Alternate Payee under Paragraph 3. The Participant must elect payment in the form of a qualified joint and survivor annuity with the Alternate Payee for the portion of his or her benefit so designated and the survivor annuity with respect to that percentage shall be payable to the Alternate Payee for the lifetime of the Alternate Payee if the Alternate Payee survives the Participant.

7. Participant Elections. The Participant must make the necessary elections as to the time and form of payment of the Participant's benefit in accordance with this Order on the forms provided by the Plan Administrator and submit them in accordance with the administrative procedures established for the Plan. The forms of payment available shall be determined in accordance with the terms of the Plan in effect when the Participant's benefits commence.

8. Suspension of Benefits. In the event that the Participant returns to work under conditions for which his or her benefit payments are suspended under the Plan, the Alternate Payee's benefit shall also be suspended.

9. Payment of Benefits to Alternate Payee While Employed. If the Alternate Payee is employed in service for which benefit payments are suspended under the Plan, the Alternate

Payee's assigned portion of the Participant's benefit shall be suspended until the Alternate Payee is no longer employed in service for which benefit payments are suspended.

10. Disability Benefits. In the event that the Participant is eligible for and commences to receive disability benefits in accordance with the terms of the Plan, the Alternate Payee shall be entitled to receive an amount out of each disability benefit payment as determined under Paragraph 3. above.

11. Small Payments. In the event that the present value of the benefit otherwise payable to the Participant does not exceed \$1,000, or such other amount as may be specified in the Plan, the Plan shall make a lump sum distribution of the Participant's benefit when payable under the terms and conditions of the Plan and the portion of the benefit assigned to the Alternate Payee as designated in Paragraph 3. shall be applied to such lump sum payment for the benefit of the Alternate Payee, which shall constitute the entire payment due under this Order.

12. Effect of Plan Termination. In the event that the Participant's benefits or any portion thereof become payable to the Participant as a result of Plan termination pursuant to Title IV of ERISA, then the Alternate Payee shall be entitled to the portion assigned in Paragraph 3. in accordance with the termination procedures of the Plan. Further, should the Participant's benefit be reduced as a result of such termination, and then the amount otherwise payable to the Alternate Payee also shall be reduced to the extent required by the Plan and applicable federal law.

13. ERISA and Code Requirements. This Order is not intended to, and will not be construed in such a manner as to, require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to provide increased benefits determined on the basis of actuarial value not otherwise available to the Participant; or
- (c) to pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined to be a QDRO. By submission of this Order, the parties certify that no such prior order exists purporting to divide the benefits which are the subject of this Order.

14. Benefit Restrictions. Notwithstanding anything herein to the contrary, benefits payable to the Participant and to the Alternate Payee will be subject to:

- (a) the restrictions imposed by section 432 of the Code and applicable regulations; and
- (b) the terms of any rehabilitation plan applicable to the Plan, in effect under ERISA and the Code, if required due to the critical status of the Plan's funding.

15. Address Correction. The Alternate Payee and the Participant will be responsible for notifying the Plan Administrator, in writing, of any changes in their respective mailing addresses.

16. Continued Jurisdiction. The Court retains jurisdiction to enforce, revise, modify or amend this Order insofar as necessary to establish or maintain its qualification as a QDRO.

17. Continued Qualified Status of Order. It is the intention of the parties that this Order continue to qualify as a QDRO. The Plan Administrator reserves the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

18. Attorney Designation. The parties have designated the following attorneys as representatives for receipt of copies of notices pertaining to the Order:

For the Alternate Payee:  
(Name and address)

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For the Participant:  
(Name and address)

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IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED:

By:

\_\_\_\_\_  
Judge \_\_\_\_\_ *[Insert judge's name.]*

*[Clerk of Court's  
date stamp evidencing  
that this Order has  
been properly filed  
with Court.]*