**Pension Fund**

**Model QDRO-- PARTICIPANT NOT YET IN PAY STATUS**

In the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff )

vs, ) Case No. \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant )

**QUALIFIED DOMESTIC RELATIONS ORDER**

In accordance with the agreement of the parties, the following disposition is made of the Plan Participant's pension benefit through his participation in the defined benefit pension plan named below:

**Pension Fund**

**123 Main Street**

**Anytown, Any State 99999**

1. **Plan Participant Information**: The Plan Participant is (name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose current mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_. His/her date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and his Social Security Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[1]](#footnote-1)

2. **Alternate Payee Information**: The Alternate Payee is (name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose current mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_. His/her date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and her Social Security Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[2]](#footnote-2)

3. **Date of Marriage and Divorce:** The Plan Participant and the Alternate Payee were married on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and were granted a divorce on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. **Assignment of Benefits to Alternate Payee:** The Alternate Payee is hereby assigned a portion of the pension benefit that would otherwise be payable to the Plan Participant. The Plan is to make payment of the Alternate Payee’s benefit directly to the Alternate Payee.

5. **Formula for Determining Alternate Payee’s Benefit:** The Plan will determine the Alternate Payee’s portion of the Participant’s benefit as follows:

**[Instructions:** There are three sample formulas listed below which are commonly used in domestic relations orders. To be qualified, the order must contain ONE formula which will instruct the Plan how to determine the Alternate Payee’s portion of the Participant’s benefit. Allthree formulas are acceptable, regardless of whether the parties use the Shared Payment or Separate Interest method of dividing the benefit. The parties should understand that they are NOT required to use any of the sample formulas, nor must the Participant’s benefit be allocated equally between the parties. This is included for purposes of illustration only. The parties may devise their own formula, and it is up to the parties to decide how to apportion the benefits between them. **SELECT ONE OF THE FOLLOWING OR DEVISE YOUR OWN FORMULA**.]

Select One:

\_\_\_\_ \_\_% x Participant's Pension Benefit Accrued During Marriage x Benefit Amount as of

Participant's Total Pension Benefit under the Plan the Alternate Payee's

as of Alternate Payee's Effective Date Effective Date

OR

\_\_\_\_ \_\_% of the Pension Benefit accrued by the Participant from the date of marriage to the date of divorce valued as of [specify date such as “date of divorce”, “date of the earlier of the Participant’s Pension Effective Date or the Alternate Payee’s Pension Effective Date”].

OR

\_\_\_\_ \_\_% of the Pension Benefit accrued by the Participant as of the earlier of the Participant’s Pension Effective Date or the Alternate Payee's Pension Effective Date.

OR

\_\_\_\_ (Describe formula:)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[Important information about Paragraph 6:** There are two commonly used methods for dividing the Participant’s Pension benefit. The parties must decide whether they wish to assign the Alternate Payee a share of the Participant’s benefit payment stream (commonly referred to as the “Shared Payment Method” or give the Alternate Payee a “Separate Interest” in a portion of the Participant’s pension. Under the Shared Payment approach, the Participant generally elects the benefit form. The portion assigned to the Alternate Payee is paid to the Alternate Payee from each payment made to the Participant until the earlier of the Alternate Payee’s death or the Participant’s death. If the Participant predeceases the Alternate Payee, payments to the Alternate Payee will stop, unless the order also makes the Alternate Payee the Participant’s surviving spouse for all or a portion of the benefit. Under a Separate Interest approach, the Alternate Payee can choose his/her own benefit form from among the benefit forms offered by the Plan, but the law provides that the Alternate Payee may not elect a joint-and-survivor benefit form for the Alternate Payee and the Alternate Payee’s subsequent spouse. Counsel should obtain a copy of the Plan and Summary Plan Description of the Pension Plan for information concerning the benefit forms available. In the case of a Separate Interest Order, the law permits the Alternate Payee to choose to commence his/her benefit before the Participant’s benefits commence. **SELECT ONE OF THE FOLLOWING FOR PARAGRAPH 6.]**

6. **Form of Payment to Alternate Payee (Separate Interest):** This is intended to be a Separate Interest Order. The Alternate Payee will receive his/her benefit payable for the Alternate Payee’s lifetime and may elect to receive his/her benefit in any form of payment in which such benefits may be paid under the Plan to the Participant other than in the form of a joint-and-survivor annuity with respect to the Alternate Payee and his/her subsequent spouse. The Alternate Payee may designate a Beneficiary if the form of benefit payment elected by the Alternate Payee provides for the payment of a benefit to a Beneficiary.

OR

6. **Form of Payment to Alternate Payee (Shared Payment):** The Alternate Payee will receive a portion of each payment made to the Participant by the Plan. The portion of the Participant’s benefit assigned to the Alternate Payee through this Order will be paid to the Alternate Payee in the benefit form elected by the Participant. Upon the death of the Participant, payment of the Alternate Payee’s portion of the Participant's benefit will cease.

**[Important information about Paragraph 7:** The law requires that a QDRO must state the time period or number of payments to which it applies. Since this Plan is a defined benefit plan, the benefit form elected by either the Participant (if the Alternate Payee shares in the Participant’s benefit) or the Alternate Payee (if the Alternate Payee has a Separate Interest) will define how long the benefits will be paid. For example, if the benefit is paid in the form of a life annuity, the benefit will end with the death of the person receiving the benefit or upon the death of the last of two people receiving the benefit if it is a survivor benefit. However, the order must state when the Alternate Payee’s benefit may begin. Under the law, the Alternate Payee’s benefit may begin when the Participant has reached the “earliest retirement age” under the Plan whether or not the Participant has retired. *See* ERISA §206(d)(3)(E)(ii). This does not apply in the case of a Shared Payment Order since the Alternate Payee may only receive a portion of the payments received by the Participant. **SELECT ONE OF THE FOLLOWING FOR PARAGRAPH 7.**]

7. **Period of Payments to Alternate Payee (Separate Interest):** The Alternate Payee may, upon written application in accordance with Plan procedures, elect to begin receiving his/her portion of the Participant’s benefit at any time after the Participant attains (or would have attained) the earliest retirement age under the Plan.

OR

7. **Period of Payments to Alternate Payee (Shared Payment):** The Alternate Payee may, upon written application in accordance with Plan procedures, begin receiving his/her portion of the Participant’s benefit at any time after the Participant’s benefits commence. Payment of the Alternate Payee's share of the Participant's benefit will end upon the earlier of the Participant's death or the Alternate Payee's death. Should the Alternate Payee die before his/her benefits commence, the Alternate Payee’s portion will revert back to the Participant.

**[Important information about Paragraph 8: This Paragraph MUST be coordinated with Paragraph 10**. For example, if the Alternate Payee is designated the surviving spouse of the Participant with respect to the Participant's benefit in Paragraph 10, then the order must require the Participant to elect the Surviving Spouse form of payment with the Alternate Payee as the Surviving Spouse. **Select ONE of the following for Paragraph 8.**]

8. **Form of Payment for Participant (Separate Interest—Use if Alternate Payee is NOT Surviving Spouse for the Participant’s portion of the benefit.):** The Participant may elect any form of payment available to him/her under the Plan for the portion of the benefit not assigned to the Alternate Payee under this Order. This includes the right to elect a Surviving Spouse form of payment for a subsequent spouse of the Participant.

OR

8. **Form of Payment for Participant (Separate Interest or Shared Payment-- Use if Alternate Payee IS the Surviving Spouse for the Participant's portion of the benefit with a Separate Interest Order or for the entire benefit with a Shared Payment Order.):** The Participant will be deemed to have elected his/her benefit in the form of a 50% joint and survivor pension with the Alternate Payee as the surviving spouse.

OR

8. **Form of Payment for Participant (Shared Payment-- Use if Alternate Payee IS the Surviving Spouse for ONLY the portion of the benefit awarded to the Alternate Payee.):** The Participant will be deemed to have elected his/her benefit in the form of a 50% joint and survivor pension with the Alternate Payee as the surviving spouse with respect to the portion of the Participant's benefit awarded to the Alternate Payee during the Participant's lifetime. With respect to the portion of theParticipant's benefit not assigned to the Alternate Payee, the Participant may elect any form of payment available to him/her under the Plan. This includes the right to elect a Surviving Spouse form of payment for a subsequent spouse of the Participant.

**[Important Information about Paragraph 9:** Neither the law nor the Plan requires that an Alternate Payee be treated as the Surviving Spouse of the Participant for purposes of the Preretirement Surviving Spouse Pension. Thus, Paragraph 9 of this order is not required. However, the parties should be aware that in a defined benefit plan such as this Plan, if the Participant dies prior to his/her “earliest retirement age” the Alternate Payee’s Separate Interest could not commence until that time. If the Order awarded a Shared Payment, the Alternate Payee would receive no benefit at all (since the Participant died before his benefit commenced) unless the Order also awarded a Preretirement Surviving Spouse benefit to the Alternate Payee.]

9. **Preretirement Surviving Spouse Pension**: In the event the Participant dies prior to his/her Effective Date of Benefits, the Plan will treat the Alternate Payee as the Surviving Spouse of the Participant for purposes of the Preretirement Surviving Spouse Pension. **[if less than the full Pre-retirement Surviving Spouse Pension is to be paid to the Alternate Payee add:** “based on \_\_\_\_\_ of the Participant’s benefit under the Plan.” or “ If the Preretirement Surviving Spouse Pension becomes payable to the Alternate Payee, it will be determined based on the Alternate Payee’s portion of the Participant’s benefit calculated using the formula set forth in Paragraph 5 of this Order.”]

**[Important Information about Paragraph 10:** Neither the law nor the Plan requires that an Alternate Payee be treated as the Surviving Spouse of the Participant for purposes of the post-retirement spousal benefits. Thus, Paragraph 10 of this order is not required. However, the parties should be aware that under a **Shared Payment** **Order** if the Participant dies before the Alternate Payee and after the Participant’s benefit has commenced, benefit payments to the Alternate Payee will cease unless the QDRO designates the Alternate Payee as the Surviving Spouse of the Participant for purposes of post-retirement spousal benefits. Under a Separate Interest Order, if the Participant dies, the Alternate Payee's benefits are unaffected and benefits will be paid in the benefit form selected by the Alternate Payee. If the Alternate Payee has been awarded a Separate Interest, he/she may NOT be awarded spousal benefits on the same portion of the Participant’s benefit. The Separate Interest will continue to be paid after the Participant’s death. Any spousal benefits awarded in a Separate Interest Order must be based on the portion of the benefit remaining to the Participant.

You should note that many Plans provides more than one type of post-retirement spousal benefit. For purposes of this model, we have provided that benefit will be paid in the automatic 50% joint and survivor benefit form. This is the form that is paid unless an alternative is elected and is the automatic form generally provided by pension plans. **NOTE: Select ONE of the following for Paragraph 10. This Paragraph MUST be coordinated with the choice made for Paragraph 8.**]

10. **Post-Retirement Surviving Spouse Pension:** In the event the Participant dies before the Alternate Payee and after the Participants benefits have commenced, the Plan will treat the Alternate Payee as the Surviving Spouse of the Participant for purposes of post-retirement spousal benefits for the portion of the Participant's benefit provided in Paragraph 8. Should such a benefit become payable to the Alternate Payee, it will be paid in the form of an automatic 50% joint and survivor benefit.

OR

10. **Post-Retirement Surviving Spouse Pension:** The Alternate Payee will not be treated as the Surviving Spouse of the Participant for purposes of post-retirement spousal benefits.

11. **Federal Tax Reporting**: For Federal income tax purposes, the Alternate Payee and not the Plan Participant will be treated as the distributee of all benefits made by the Plan to the Alternate Payee pursuant to this Order. The Plan will issue a 1099R to the Alternate Payee at the end of each calendar year and report such income to the IRS under the Alternate Payee’s name and Social Security Number.

12. **Right to Amend:** The Court retains jurisdiction over this matter to amend this Order if necessary to establish or maintain its status as a Qualified Domestic Relations Order under the provisions of ERISA and the rules of the International Union of Operating Engineers General Pension Plan.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plan Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Participant/Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Payee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Alternate Payee/Address

**Pension Fund**

**MODEL QDRO — PARTICIPANT ALREADY IN PAY STATUS**

**[Shared Payment Order]**

In the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Plaintiff )

vs, ) Case No. \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant )

**QUALIFIED DOMESTIC RELATIONS ORDER**

In accordance with the agreement of the parties, the following disposition is made of the Plan Participant's pension benefit through his participation in the defined benefit pension plan named below:

**Pension Fund**

**123 Main Street**

**Anytown, Any State 99999**

1. **Plan Participant Information**: The Plan Participant is (name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose current mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_. His/her date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and his Social Security Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[3]](#footnote-3)

2. **Alternate Payee Information**: The Alternate Payee is (name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose current mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_. His/her date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and her Social Security Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[4]](#footnote-4)

3. **Date of Marriage and Divorce:** The Plan Participant and the Alternate Payee were married on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and were granted a divorce on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. **Assignment of Benefits to Alternate Payee:** The Alternate Payee is hereby assigned a portion of the pension benefit that would otherwise be payable to the Plan Participant. The Plan is to make payment of the Alternate Payee’s benefit directly to the Alternate Payee.

5. **Formula for Determining Alternate Payee’s Benefit:** The Plan will determine the Alternate Payee’s portion of the Participant’s benefit as follows:

**[Instructions:** There are three sample formulas listed below which are commonly used in domestic relations orders. To be qualified, the order must contain ONE formula which will instruct the Plan how to determine the Alternate Payee’s portion of the Participant’s benefit. Allthree formulas are acceptable. The parties should understand that they are NOT required to use any of the sample formulas, nor must the Participant’s benefit be allocated equally between the parties. This is included for purposes of illustration only. The parties may devise their own formula, and it is up to the parties to decide how to apportion the benefits between them. **SELECT ONE OF THE FOLLOWING OR DEVISE YOUR OWN FORMULA**.]

Select One:

\_\_\_\_ \_\_% x Participant's Pension Benefit Accrued During Marriage x Benefit Amount as of

Participant's Total Pension Benefit under the Plan the Alternate Payee's

as of Alternate Payee's Effective Date Effective Date

OR

\_\_\_\_ \_\_% of the Pension Benefit accrued by the Participant from the date of marriage to the date of divorce valued as of [specify date such as “date of divorce”, “date of the earlier of the Participant’s Pension Effective Date or the Alternate Payee’s Pension Effective Date”].

OR

\_\_\_\_ \_\_% of the Pension Benefit accrued by the Participant as of the earlier of the Participant’s Pension Effective Date or the Alternate Payee's Pension Effective Date.

OR

\_\_\_\_ (Describe formula:)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[Important Information about Paragraph 6:**  If the Participant is already receiving his/her pension benefit, the Alternate Payee cannot be awarded a Separate Interest, but must instead share in the stream of benefit payments made to the Participant. This is known as a Shared Payment Order. Also, please note that if the Participant was married to the Alternate Payee at the time the pension commenced, and if the pension is being paid in a form which provides a benefit to the surviving spouse, the Alternate Payee retains the right to be treated as the Plan Participant’s surviving spouse for post-retirement spousal benefits should the Plan Participant predecease the Alternate Payee. If this is the case, use the second of the following two options. **SELECT ONE OF THE FOLLOWING FOR PARAGRAPH 6.]**

6. **Period of Payments to Alternate Payee:** The Alternate Payee will, upon written application in accordance with Plan procedures, receive a share of each payment made to the Participant by the Plan effective with the first day of the month after the month in which the Plan receives a court-certified copy of this order. Upon the death of the Participant or the Alternate Payee, benefits to the Alternate Payee under this order will cease. Should the Alternate Payee predecease the Participant, the Alternate Payee’s portion of the benefit as assigned in this order will revert back to the Participant.

OR

6. **Period of Payments to Alternate Payee:** The Alternate Payee will, upon written application, receive his/her benefit as a share of each payment to which the Participant is entitled effective with the first day of the month after the month in which the Plan receives a court-certified copy of this order. Upon the death of the Participant, the Alternate Payee will continue to receive benefits for the Alternate Payee’s lifetime as the surviving spouse of the Participant. Should the Alternate Payee predecease the Participant, the Alternate Payee’s portion of the benefit as assigned in this order will revert back to the Participant.

7. **Federal Tax Reporting**: For Federal income tax purposes, the Alternate Payee and not the Plan Participant will be treated as the distributee of all benefits made by the Plan to the Alternate Payee pursuant to this Order. The Plan will issue a 1099R to the Alternate Payee at the end of each calendar year and report such income to the IRS under the Alternate Payee’s name and Social Security Number.

8. **Right To Amend:** The Court retains jurisdiction over this matter to amend this Order if necessary to establish or maintain its status as a Qualified Domestic Relations Order under the provisions of ERISA and the rules of the International Union of Operating Engineers General Pension Plan.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plan Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Participant/Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Payee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Alternate Payee/Address

1. This information is not required by ERISA for this Order to qualify as a QDRO but may be required by state law. [↑](#footnote-ref-1)
2. This information is not required by ERISA for this Order to qualify as a QDRO but may be required by state law. The Plan may also require this information before the Alternate Payee’s benefits may commence. [↑](#footnote-ref-2)
3. This information is not required by ERISA for this Order to qualify as a QDRO but may be required by state law. [↑](#footnote-ref-3)
4. This information is not required by ERISA for this Order to qualify as a QDRO but may be required by state law. The Plan may also require this information before the Alternate Payee’s benefits may commence. [↑](#footnote-ref-4)