



Attached is model QDRO language for the USW Industry 401(k) Plan.

Please return the completed document and direct questions regarding the process directly to the plan's service provider, MassMutual Retirement Services.

MassMutual Retirement Services  
c/o Lisa Pellegrini  
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Kansas City, MO 64121-9062

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Be sure to reference the plan and participant on all communication.

## Qualified Domestic Relations Order

Contract No. 60005 The USW Industry 401(k) Plan

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_  
DIVISION \_\_\_\_\_ COUNTY \_\_\_\_\_

IN RE MARRIAGE/SUPPORT OF

\_\_\_\_\_  
PETITIONER,

v.

CASE NO.

\_\_\_\_\_  
PARTICIPANT,

\_\_\_\_\_  
RESPONDENT.

### Qualified Domestic Relations Order

This Order is intended to be a Qualified Domestic Relations Order ("QDRO"), as the term is defined in Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 414(p) of the Internal Revenue Code ("Code"). This QDRO is granted in accordance with [applicable state domestic relations law citations], which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions.

#### Section 1. Identification of Participant and Alternate Payee

- a. The "Participant" is \_\_\_\_\_. The Participant's last known mailing address is \_\_\_\_\_ . The Participant's Social Security No. is \_\_\_\_\_.
- b. The "Alternate Payee" is \_\_\_\_\_. The Alternate Payee's last known mailing address is \_\_\_\_\_ . The Alternate Payee's Social Security No. is \_\_\_\_\_. The Alternate Payee is the ex-spouse of the participant.

#### Section 2. Identification of plan

This Order applies to benefits under the **The USW Industry 401(k) Plan** (the "Plan").

#### Section 3. Amount of Benefits to be Paid to Alternate Payee

The Plan shall pay to the Alternate Payee a benefit equal to [ \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the value of the Participant's account balance as of \_\_\_\_\_ (date) ] OR [ \$ \_\_\_\_\_ (dollar amount) ]. This amount (excludes) or (includes) any outstanding loans. This amount (excludes) or (includes) earnings from the date the QDRO is processed at MassMutual] or [(includes) or (excludes) earnings from (enter effective date)].

#### Section 4. Commencement of Payment to Alternate Payee

The Plan shall pay the QDRO award directly to the Alternate Payee according to the terms and conditions of this QDRO, and in accordance with the normal administrative procedures of the Plan. The Alternate Payee's interest may be payable as soon as administratively feasible under the Plan. Alternatively, the Alternate Payee may leave his/her QDRO award in the Plan under a separate "Account" established exclusively for his/her benefit, in accordance with the standard administrative procedures of the Plan.

#### Section 5. Form of Payment to Alternate Payee

The form of payment to the Alternate Payee shall be in accordance with one of the available payment options under the Plan as the Alternate Payee shall elect, except for a Joint and Survivor Annuity with a subsequent spouse.

**Section 6. Effect of Participant's Death**

The Alternate Payee shall not be treated as the Participant's spouse under the Plan. If the Participant dies before or after the Alternate Payee's benefit has commenced, the Alternate Payee will receive the benefits stated in Section 3. The remainder of the Participant's accrued benefit will be payable as determined under the Plan.

**Section 7. Effect of Alternate Payee's Death**

If the Alternate Payee dies before benefits awarded by this Order have commenced to be paid, all rights to such benefits shall revert to the Participant.

If the Alternate Payee dies after benefits awarded by this Order have commenced to be paid, payments will be paid in accordance with the annuity option elected by the Alternate Payee.

**Section 8. Compliance with Applicable Laws**

- a. This Order is not intended to require the Plan to provide any type or form of benefits or any option not otherwise provided by the Plan, nor shall this Order require the Plan to provide for increased benefits not required of the Plan. This Order does not require the Plan to provide benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
- b. All benefits payable under the Plan, other than those payable to [Alternate Payee's Name], shall be payable to [Participant's Name] in such manner and form as he/she may elect in his/her sole and undivided discretion, subject only to Plan requirements.
- c. [Alternate Payee's Name] is ORDERED AND DECREED to report any retirement payments received on any applicable income tax return. The Plan is authorized to issue the appropriate Internal Revenue Form for any direct payment made to [Alternate Payee's Name].
- d. While it is anticipated that the Plan will pay directly to [Alternate Payee's Name] the benefit awarded to him/her, [Participant's Name] is designated a constructive trustee to the extent she/he receives any retirement benefits under the Plan that are due to [Alternate Payee's Name] but paid to [Participant's Name]. [Participant's Name] is ORDERED AND DECREED to pay the benefit defined above directly to [Alternate Payee's Name] within three days after receipt by him/her.
- e. When full payment has been made to the Alternate Payee of the benefits assigned to the Alternate Payee under this Agreement, the Plan will be discharged of its obligations to the Alternate Payee.

**Section 9. Reservation of Jurisdiction**

The Court reserves jurisdiction to amend this Order to establish or maintain its status as a QDRO under ERISA and the Code.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

IT IS SO ORDERED.

\_\_\_\_\_  
JUDGE

Date: \_\_\_\_\_