



to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions.

**SECTION 1. IDENTIFICATION OF THE TRUST**

This Order applies to benefits provided under the Steelworkers Pension Trust.

**SECTION 2. IDENTIFICATION OF PARTICIPANT AND ALTERNATE PAYEE**

The name, address, Social Security number, and birth date, of the Participant and the Alternate Payee are as follows:

a. Participant Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Birth date: \_\_\_\_\_

b. Alternate Payee Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Birth date: \_\_\_\_\_

The Participant has a vested interest in a pension accrued under the Trust. The Participant and Alternate Payee married on \_\_\_\_\_. The Alternate Payee is the former spouse of the Participant and is hereby assigned an interest in all or a portion of the Participant’s interest under the Trust, as described in Section 3 below.

The Alternate Payee shall have the duty to notify the Trust Administrator in writing of any change in mailing address subsequent to the entry of this Order.

**SECTION 3. ALTERNATE PAYEE’S BENEFITS**

The Court finds that a portion of the Participant’s benefit under the Trust was accrued during the parties’ marriage, and such portion of the accrued benefit is part of the marital property of the Participant and Alternate Payee. The Court recognizes the

Alternate Payee's right to receive benefits otherwise payable to the Participant as Alternate Payee's share of that marital property.

From benefits otherwise payable to the Participant, the Alternate Payee shall receive 50% of the marital portion of the Participant's pension payments under the Trust. For this purpose, the Participant's accrued pension benefit and vested interest shall be determined as of the marital dissolution date of \_\_\_\_\_. The marital portion shall be calculated by multiplying the Participant's vested, accrued benefit under the Trust as of that marital dissolution date by a fraction, the numerator of which is the number of complete months the Participant and Alternate Payee were married while the Participant participated in the Trust and the denominator of which is the total number of complete months the Participant participated in the Trust, without counting any months beginning after the marital dissolution/determination date stated above. The resulting fraction, representing the marital portion of Participant's vested, accrued monthly benefit, shall be multiplied by 50%, giving the Alternate Payee the right to receive half of the marital portion of each pension payment otherwise due to the Participant that had accrued as of his marital dissolution date and which is payable after this Order is determined to be qualified as a QDRO under Code Section 414(p).

On and after the date that a determination is made that this Order is a QDRO, the Alternate Payee shall be entitled to a shared interest in each of Participant's subsequent benefit payments from the Trust.

#### **SECTION 4. COMMENCEMENT AND FORM OF BENEFITS**

As the holder of a shared interest in Participant's benefits through this Order, Alternate Payee's only interest under the Trust is the right to receive a share of future benefit payments due to the Participant from the Trust as provided in this Section 4. The

Alternate Payee's share shall be determined in accordance with Section 3, and shall be deducted from each respective benefit payment otherwise due to the Participant from the Trust. Alternate Payee shall receive her shared benefit payments at the same time and schedule as payments are made to the Participant and, if applicable as provided below, any surviving beneficiary of the Participant. If payments have already begun to the Participant, then Alternate Payee's benefits shall commence as soon as administratively practicable following the Trust's determination that this Order qualifies as a QDRO. Payment to the Alternate Payee shall continue until the earlier of the death of the Alternate Payee or the death of the Participant, subject to any continuation or adjustment of the Alternate Payee's monthly benefit as provided next below.

If the Participant dies before the Alternate Payee and before commencement of benefit payments to the Participant, then no benefits shall be payable to the Alternate Payee pursuant to this Order, and this Order shall be deemed to have expired.

If the Participant dies before the Alternate Payee and after benefit payments have commenced, then the Alternate Payee's benefit shall cease and be adjusted for any further payment after the Participant's death as elected below (check one, with (i) being the default if none is selected):

- (i) the Alternate Payee's monthly benefits shall cease with the final payment due to the Participant before his death, and the Trust's obligation to the Alternate Payee shall be deemed fully met and satisfied;
- (ii) the Alternate Payee's monthly benefit shall continue while payments from the Trust continue to any one or more surviving beneficiary of the Participant, but the Alternate Payee's benefit shall be allocated for deduction from each beneficiary's monthly benefit in proportion to that beneficiary's benefit as a percentage of the total monthly benefit of all the Participant's surviving beneficiaries, determined based on the first payments due to beneficiaries after the Participant's death,

and Alternate Payee's monthly benefit shall decline proportionately as each beneficiary subsequently dies or ceases to receive a benefit payment without reallocating the Alternate Payee's monthly benefit among the remaining beneficiaries;

- (iii) the Alternate Payee (if she was married to the Participant for at least one year) shall become the surviving spouse of the Participant for purposes of entitlement to any pre-retirement death benefit payable under the Trust with respect to the marital portion of the Participant's vested, accrued benefit as described in Section 3 above, and any subsequent spouse of the Participant (if the Participant remarries) shall not be considered a surviving spouse under the terms of the Trust with respect to that marital portion.

When the Alternate Payee dies, her share of any future benefits payable under the Trust shall revert to the Participant or to the surviving beneficiary of the Participant who is then receiving benefits with respect to the Participant.

Any benefits paid under this Order must comply with the minimum distribution requirements of Code Section 401(a)(9).

Any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution of payment made to the Alternate Payee under the terms of this Order and, as such, will be responsible for payment of all taxes attributable to such distribution.

In the event that the Participant (or any surviving beneficiary) is paid any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant or beneficiary will immediately reimburse the Alternate Payee to the extent he has received such payments. In the event of any overpayment to the Alternate Payee, she will immediately reimburse the Participant or surviving beneficiary who should have received the amount overpaid.

## **SECTION 5. LIMITATIONS**

In the event there is a conflict between this Order and the terms of the Trust, the provisions of the Trust shall control. This Order is not intended, and shall not be construed in such a manner as, to require the Trust:

a. To provide any type or form of benefit, or any option, not otherwise provided under the terms of the Trust;

b. To require the Trust to provide increased benefits determined on the basis of actuarial value; or

c. To pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another Order previously deemed to be a QDRO.

**SECTION 6. TRUST ADMINISTRATOR**

The QDRO Administrator for the Trust is:

Zenith North American  
2 Gateway Center  
603 Stanwix St., Ste. 1500  
Pittsburgh, PA 15222-1024  
Attention: \_\_\_\_\_

**SECTION 7. JURISDICTION**

This Court, having jurisdiction over the parties and the Trust subject to this Order, shall retain jurisdiction to enforce this Order and to amend this Order for the purpose of establishing and maintaining this Order as a QDRO.

IT IS SO ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
DISTRICT COURT JUDGE