



El Paso Firemen & Policemen's Pension Fund



Domestic Relations Order & Your Pension Benefit

February 2025

909 E. San Antonio
Avenue El Paso, TX
79901-2523

Contents

Definition & Purpose	1
Parties & Definitions	1-2
Statutory Authority	2
The Model	2
Know Your DRO	2
Notify the Fund	3
Qualify the DRO	3
The Payment	3-5
Death of Alternate Payee	4
Death of Member	5
Multiple QDRO's	5
Comment	5
Frequently Asked Questions	6-7
Appendix A - Model DRO	8-13

Domestic Relations Order & Your Pension Benefit

For a number of people, an employer-sponsored retirement plan is one of, if not, their most valuable assets. Consequently, when a couple plans to dissolve a marriage via divorce, this asset is looked upon as an item in the division of property. To ensure appropriate division of marital (sometimes called "community property") assets, often a Domestic Relations Order (DRO) is created.

It is important to note that a DRO may not be the appropriate means to segregate assets in all cases. Whether a DRO is appropriate in a particular circumstance depends upon the facts surrounding the case. To determine if a DRO and its effect are befitting to a case, individuals should consult with their respective and experienced legal counsel. Some Texas lawyers who handle divorces and property divisions are certified in family law by the Texas Board of Legal Specialization.

This brochure is designed to provide you with information on and the process of submitting a DRO to the Fund. The information contained in this document is not meant to replace the advice of an experienced attorney but should be used as an aide by you and your lawyer in the process of understanding and drafting a DRO to be accepted or "qualified" by the El Paso Firemen & Policemen's Pension Fund (the "Fund") as explained below.

Fund representatives are not legal advisors to the parties in a divorce and therefore cannot assist you in the development or writing of your DRO. If you need assistance in preparing, understanding, or addressing issues in your DRO, you should consult with your own attorney who specializes in this area. But this brochure and the attached model Qualified Domestic Relations Order ("QDRO") will help your attorneys make sure that your DRO qualifies as a QDRO.

Definition & Purpose

A DRO is a legal document signed by a judge that changes ownership of an individual's retirement plan assets to give the divorced spouse (the law's term is "alternate payee") a share of the Member's retirement benefits in the Fund. A DRO becomes a Qualified Domestic Relations Order (QDRO) once it has been reviewed and approved for "qualified" status by the Fund. Unless a court enters a DRO that the Fund determines is "qualified", the Fund cannot, under Texas law, make a direct payment to the alternate payee, even though the court may award an interest in benefits to the non-Member.

A QDRO entitles the former spouse to a portion of your retirement benefit. Determining the amount your former spouse receives depends upon a number of factors which will be explained further in this brochure.

Parties & Definitions

Member - A person who is either an active, inactive, or retired Member of the Fund.

Alternate Payee - The person who is the former spouse of the Member of the Fund and who is recognized under a QDRO as having a right to receive a portion of the Member's pension benefit from the Fund.

Member's Designated Beneficiary - The person or persons designated in writing by the Member to receive a lump-sum payment upon the death of the Member when there is a remaining balance of contributions payable.

In Pay Status - The Member is currently receiving a pension benefit from the Fund.

Statutory Authority

Chapter 804 of the Texas Government Code permits the division of Fund benefits through a QDRO provided the Board of Trustees elects to adopt the statutory provisions. The Board of Trustees has elected to adopt these provisions.

The Model

The Fund provides a model QDRO to assist in the creation of a DRO. Although the model does not provide legal advice, it offers a sample of the required information the Fund needs in order for the DRO to become "qualified". Please see Appendix A to this document for the model.

There is no legal requirement that you use this model, however, if you and/or your legal representative decide to modify the sample, please note that any changes you make must still meet the criteria of the QDRO statute found in Chapter 804 of the Texas Government Code. If the Order does not meet the criteria, it will not be accepted as a "qualified" Order and payments from the Fund to an alternate payee will not be permitted.

Know Your DRO

In the development phase of your DRO, it is important that you understand and agree with the information that ultimately becomes part of the DRO. This is extremely important because once the DRO is signed by a judge, it becomes a court order instructing the execution of the document as it is written, subject to the Fund's determination of its "qualified" status.

If you disagree with the document or any of the information contained therein after it becomes a court order, you will incur the added time and expense to rescind and rework the document. Additionally, there is the possibility that a court may not accommodate a change to the original DRO.

Notify the Fund

When you receive a DRO signed by the court, it is important to notify the Fund as soon as possible. Failure to report this information and send a certified copy of the signed DRO to the Fund can delay and even postpone your receipt of any benefits until the order is reviewed by the Fund for "qualified" status. Because the process to qualify a DRO with the Fund can take from thirty (30) to sixty (60) days, it is important not to wait until your decision to retire to advise the Fund of a DRO for evaluation. The DRO evaluation process often needs to be completed before a pension benefit can be paid. By law however, DROs and QDROs cannot order payment of benefits to an alternate payee until benefits are in pay status to the Member.

You will need to provide the fund with a certified copy of the DRO from the court. This can be obtained from the clerk of the court that granted the Order. The Fund will **not** accept a **copy** of the DRO or a **copy** of a certified copy of the DRO.

Qualify the DRO

Before the Fund can authorize payment to an alternate payee, a DRO must be "qualified". The process of establishing whether a DRO is a QDRO is significantly delayed by the submission of a non-standard DRO. To ensure you are presenting a DRO suitable for "qualified" status, your legal counsel should contact the Fund in advance of drafting a DRO for the appropriate current model.

Once the DRO is presented to the Fund, it is reviewed for completeness and a determination is made whether the DRO meets the criteria to become "qualified" under applicable state and federal law. The results of this review and determination of the DRO's qualified status are then communicated to you and/or your legal representative and the other party and/or their legal representative.

The Payment

When the DRO submitted has been approved as a QDRO, the Fund must act upon the court order and disburse payments in the appropriate matter. The method of disbursement can vary depending on the circumstances involved in each case. Specifically, the date of the QDRO, the amount of service a Member has earned as of the date of the divorce, and whether the Member is receiving a pension benefit are key factors in determining how and when an amount will be paid to the alternate payee.

Assuming just for purposes of an example that a Member has earned twenty (20) years of service with the Fund upon the date of divorce, the following explanation applies.

- **If the date of the Order was prior to October 20, 2004:**

The alternate payee will receive a portion (actuarial equivalent) of the Member's retirement benefit as set forth in the DRO to be paid as a monthly annuity upon the Member's retirement.

- **If the date of the Order was on or after October 20, 2004, and prior to July 17, 2019:**
 - *Member is In Pay Status (receiving a retirement benefit from the Fund)*
The alternate payee will receive a portion (actuarial equivalent) of the Member's retirement benefit to be paid as a monthly annuity.
 - *Member is an active or inactive Member (but not receiving a retirement benefit)*
The alternate payee will receive a one-time, lump-sum payment that is a portion (actuarial equivalent) of the value of the Member's retirement benefit.
- **If the date of the Order is on or after July 17, 2019:**

The alternate payee will receive a portion (actuarial equivalent) of the Member's retirement benefit to be paid as a monthly annuity upon the Member's retirement.

Also, assuming the date of the Order is on or after July 17, 2019, the following may apply upon the date of divorce depending on the years of vesting service earned at the time of separation:

- A one-time, lump-sum payment of a percentage of the value of the member's **refundable** contributions that was accrued at the date of the divorce if the member **terminates prior to retirement and takes a refund of contributions**, or
- A portion (actuarial equivalent) of the member's retirement benefit to be paid as a monthly annuity upon the member's **retirement**.

Understanding the real value of a pension benefit, and in particular its value over time, can be rather confusing. Therefore, the Fund encourages Members considering a DRO to seek the advice of legal counsel along with financial planners, or other professionals in this area to explain the effect a QDRO may have on their retirement benefit. In some cases, opting to divide some other assets of the marital (community) estate instead of the pension may be a better alternative.

Death of Alternate Payee

The parties involved in a QDRO should be aware that the death of one party may affect the receipt of benefits under the Order. Upon the death of an alternate payee who has been receiving a monthly annuity via a QDRO, benefit payments made to the alternate payee will terminate based on that designation. Benefit payments with regard to the alternate payee portion will then become payable to the Member or the Member's qualified survivors.

If monthly payment to the alternate payee had not begun (because they cannot be in pay status until the Member has retired) prior to the death of the alternate payee, no monthly annuity or any other payment is ever made with regard to such alternate payee's beneficiary, estate or heirs.

However, if the Member had entered the Forward DROP before the divorce and the QDRO ordered that the alternate payee is entitled to a portion of the Member's DROP accumulation, such alternate payee's DROP lump sum accumulation is payable to the alternate payee's designated beneficiary or if none is designated then to the alternate payee's estate on the **earlier** of (i) alternate payee's death or (ii) the later of Member's death or Member's surviving spouse's death if such surviving spouse is receiving a monthly benefit from the Plan.

Death of Member

Because of the circumstances involved in each case, upon the death of the Member future **monthly** retirement payments will only continue to the alternate payee if the deceased Member's retirement benefit continues in the form of a survivor benefit to a Qualified Spouse or Qualified Child.

If the Member dies prior to the start of his/her retirement benefit and the alternate payee has not received their designated amount based on the Order, the alternate payee may receive a one-time lump-sum payment of a percentage of the value of the Member's refundable contributions. In this scenario, there may be a one-time, lump-sum payment due to the Member's designated beneficiary.

Multiple QDRO's

In the event a Member has been divorced more than one time and presents multiple Domestic Relations Orders, the Fund must apply the applicable division of benefit payments or lump-sum payment in accordance with each Order.

Comment

Any payment to an alternate payee will reduce the Member's own retirement benefits. As a Member involved in a DRO, it is your responsibility to review the effect this payment will have on your pension with your legal representative and/or other financial or tax professionals to determine if a QDRO is the best alternative or if a different division of other assets in your marital, sometimes referred to as community property estate, might be better for you.

It is important to understand that Fund representatives will execute the QDRO as it is written without bias to either party in the case. Therefore, it is extremely important that you review the particulars of your DRO with your legal representative before presenting a DRO to the Fund for "review" to determine if it meets the requirements to be a QDRO.

Remember, the QDRO is an agreement made between you and your former spouse and ensuring that you understand and/or agree with the outcome of the QDRO is not a Fund responsibility.

Frequently Asked Questions

What is a Domestic Relations Order?

Commonly referred to as a DRO, a Domestic Relations Order is a judgment, decree, or court order signed by a judge that approves an agreement between the parties in a divorce concerning the division of marital ("community") property rights with respect to public employee retirement benefits.

What does it mean when a Domestic Relations Order is "qualified"?

When a Domestic Relations Order becomes "qualified" by the Fund, this means that the Fund has determined that the DRO has met the requirements of Section 804.003 of the Texas Government Code.

What is a Qualified Domestic Relations Order?

An Order that creates or recognizes the existence of an alternate payee's right or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to a Member or a retiree under a public retirement system. The Order directs the public retirement system to disburse benefits to the alternate payee.

Can a representative of the Fund assist me in drafting a DRO?

No. The role of the Fund and its representatives is merely to determine whether the DRO is "qualified" by satisfying the requirements set forth in Section 804.003 of the Texas Government Code and to execute the QDRO as it is written. Fund representatives cannot give legal, actuarial or tax advice with regard to the terms of the DRO, the future value of the benefit, or the tax consequences involved. You should seek assistance from a legal professional who is well versed in the area of Domestic Relations Orders and tax laws for this information.

When should a Domestic Relations Order be submitted to the Fund?

As soon as possible.

How long will it take the Fund to qualify and approve my Domestic Relations Order once it is received by the Fund?

The process to "qualify" a Domestic Relations Order can take from 30-60 days.

I am going through a divorce. How can I get information regarding the value of my pension benefit with the Fund?

Members can request a Value of Benefit letter by contacting a Benefits Specialist with the Fund. An alternate payee will need to get a Release of Information Form from the Fund and have it signed by the Member in order to obtain a Value of Benefit Letter.

Do I need to have a Domestic Relations Order?

No. Depending on the individual circumstances of your situation, you may not need to divide your El Paso Firemen & Policemen's Pension Fund benefits. You must discuss with your legal representative whether a DRO is appropriate in your case.

How do I submit a Domestic Relations Order to the Fund?

You or your legal representative must provide the Fund with a certified copy of your DRO. Only "original" certified copies will be accepted - copies or copies of the certified copy will not be accepted.

Can my former spouse who is the alternate payee designate a beneficiary for his/her share of my pension in the event he/she dies before I do?

No. The alternate payee's portion of the monthly pension has no survivor benefit. However, if a Member had a DROP account while married and if the DRO gives the ex-spouse/alternate payee a portion of the Member's DROP account up to the date of the divorce decree, the alternate payee will be able to designate a beneficiary of that alternate payee's DROP account balance.

Can my former spouse choose to receive a lump-sum payment instead of a monthly benefit?

Your former spouse does not have the ability to make a choice. The date of the signed Order and whether you are receiving retirement benefits determine the method of payment the alternate payee will receive.

If I am not happy with the outcome of the QDRO and the offset that is applied to my retirement benefit, what can I do?

Your only recourse is to rescind and rework your Order. To accomplish this, you must discuss the matter with your legal representative and present your amended document to the court. If the court approves your amended Order, the Fund will apply the amendment only on a prospective basis. Please note that the court may not be sympathetic to your request and may deny your amendment request.

Appendix A



El Paso Firemen & Policemen's Pension Fund



EL PASO FIREMEN AND POLICEMEN'S PENSION FUND

MODEL QUALIFIED DOMESTIC RELATIONS ORDER

MODEL QUALIFIED DOMESTIC RELATIONS ORDER
FOR THE EL PASO FIREMEN & POLICEMEN'S PENSION FUND

This Order is intended to apportion benefits relating to the El Paso Firemen & Policemen's Pension Fund ("the Plan") between the parties named herein. This Order is an integral part of the Decree of Divorce granted on _____ [DATE OF DIVORCE] and with a property division date of _____ [PROPERTY DIVISION DATE]. This Order is intended to meet the requirements for a "Qualified Domestic Relations Order" in accordance with the provisions of Vernon's Texas Codes Annotated, Government Code, Title 8, Subtitle A, Chapter 804, Subchapter A (with the exception of Section 804.004's lump sum option, which the Plan opted to exclude), and Subchapter C, relating to the El Paso Firemen & Policemen's Pension Fund. In compliance with those requirements, the Court specifies, finds, and ORDERS as follows:

1. This qualified domestic relations order assigns a portion of the benefits payable under the Plan to _____ [NAME OF ALTERNATE PAYEE] in recognition of _____ [HIS/HER] marital rights in [NAME OF PARTICIPANT]'s benefits payable under the Plan.
2. Member in the Plan is _____ [NAME OF PARTICIPANT], whose birth date is ____-____-____, whose Social Security number is ____-____-____ [may be provided in a separate document so that the number is not disclosed in a filed court record], and whose last known mailing address is:

_____[STREET]
_____[CITY/STATE/ZIP]

3. Alternate Payee is _____ [NAME OF ALTERNATE PAYEE], whose birth date is ____-____-____, whose Social Security number is ____-____-____ [may be provided in a separate document so that the number is not disclosed in a filed court record], and whose last known mailing address is:

_____[STREET]
_____[CITY/STATE/ZIP]

Member and Alternate Payee were married on ____-____-____ [DATE OF MARRIAGE].

4. As part of a just and right division of the estate of the parties, Alternate Payee is hereby awarded a **portion** of benefits payable with respect to Member. Such benefits include:
 - (a) the monthly retirement benefit, the monthly disability benefit or the monthly vested termination benefit payable to Member;
 - (b) the monthly death benefit, if any, payable to Member's Qualified Spouse or Qualified Dependent;
or
 - (c) a refund of Member's contributions to the Plan upon the earlier of Member's employment termination and Forward DROP Benefit Computation Date; or
 - (d) a refund upon Member's death or Member's surviving spouse's death of the excess, if any, of Member's contributions through the earlier of the participant's employment termination and Forward DROP Benefit Computation Date to the Plan over any benefits paid from the Plan.
5. The **portion** of any monthly benefit payable to the Alternate Payee with respect to Member as described in paragraph 4(a) and 4(b) awarded to Alternate Payee shall be determined by {*insert ONE OF THE*

FOLLOWING OPTIONS}

{OPTION 1 – If the property division date is **before** the date of the Member's retirement and **before** entering the Forward DROP, select the following}

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [PROPERTY DIVISION DATE] and the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [DATE OF MARRIAGE], and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [PROPERTY DIVISION DATE], and multiplying that product by Member's accrued monthly benefit¹ on _____ [PROPERTY DIVISION DATE] as if the Member were eligible to receive such benefit on _____ [PROPERTY DIVISION DATE]. The Alternate Payee's monthly benefit will commence at the Member's date of retirement.

Following the death of Member, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted. If the Member's death is prior to retirement, the Alternate Payee's benefit will commence only if and when payments commence to the Member's Qualified Spouse or Qualified Child(ren), if any.

If Member later elects the Forward DROP option, the Alternate Payee will receive a Forward DROP lump sum payment, payable at the commencement of the Alternate Payee's monthly benefit, which will commence at the Member's date of retirement. At the time of Member's Forward DROP election, the Plan will set up a DROP account balance for the Alternate Payee. The Alternate Payee DROP account balance will accumulate the Alternate Payee's portion of the monthly benefit, determined in the above paragraph but including any adjustment for cost-of-living increases provided by the Plan between the Forward DROP election date and the Member's date of retirement. If the Member's death is prior to retirement, the Alternate Payee DROP account balance will be payable upon the Member's death.

{OPTION 2 – If the property division date is **before** the date of the Member's retirement and **after** the date of the Member's entering the Forward DROP, select the following}

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service of the Member under the Plan at _____ [FORWARD DROP BENEFIT COMPUTATION DATE] and the credited service of the Member under the Plan at _____ [DATE OF MARRIAGE], and the denominator of which is the credited service of the Member under the Plan at _____ [FORWARD DROP BENEFIT COMPUTATION DATE], and multiplying that product by Member's Forward DROP monthly benefit² determined as of _____ [PROPERTY DIVISION DATE]. The Alternate Payee's monthly benefit will commence at the Member's date of retirement.

¹ See Item 7 (c) below, which requires that any Member's second or later QDRO must take into account any earlier QDRO payments to earlier alternate payees.

² See Item 7 (c) below, which requires that any Member's second or later QDRO must take into account any earlier QDRO payments to earlier alternate payees.

Following the death of Member, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted. If the Member's death is prior to retirement, the Alternate Payee's benefit will commence only if and when payments commence to the Member's Qualified Spouse or Dependent, if any.

In addition, the Alternate Payee will receive a Forward DROP lump sum payment, payable at the commencement of the Alternate Payee's monthly benefit, which will commence at the Member's date of retirement. Prior to Member's retirement, the Plan will set up a DROP account balance for the Alternate Payee. The Alternate Payee DROP account balance will be equal to the sum of (a) the Alternate Payee's portion (determined as described in the above paragraph by multiplying the court-specified percentage by the service fraction) of the Member's total DROP account balance on _____ [PROPERTY DIVISION DATE] and (b) the Alternate Payee's portion of the monthly benefit, determined in the above paragraph but including any adjustment for cost-of-living increases provided by the Plan that will accumulate in the DROP account balance between _____ [PROPERTY DIVISION DATE] and the Member's date of retirement. If the Member's death is prior to retirement, the Alternate Payee DROP account balance will be payable upon the Member's death.

{OPTION 3 – If the property division date is after the date of the Member's retirement, select the following}

multiplying _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST] by a fraction, the numerator of which is the difference between the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [PROPERTY DIVISION DATE] and the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [DATE OF MARRIAGE] and the denominator of which is the credited service (including any accumulated vacation and sick leave) of the Member under the Plan at _____ [PROPERTY DIVISION DATE], and multiplying that product by the monthly benefit otherwise payable to Member³ by the Plan on and after _____ [PROPERTY DIVISION DATE].

Following the death of Member, the Alternate Payee portion of the retirement benefit described in the above paragraph will also be adjusted in the same proportion that the survivor benefit is adjusted.

6. The portion of the refund of Member's contributions payable as described in paragraph 4(c) or 4(d) hereof awarded to Alternate Payee shall be determined by multiplying such refund by a fraction, which fraction will be calculated by multiplying (a) times (b) and dividing by (c) where:
 - (a) equals _____ [COURT-SPECIFIED PERCENTAGE SHARE OF THE COMMUNITY PROPERTY INTEREST],
 - (b) equals the amount of Member's accumulated contributions (without interest) between _____ [DATE OF MARRIAGE] and _____ [OPTION 1 - PROPERTY DIVISION DATE (PRERETIREMENT); OPTION 2 - FORWARD DROP BENEFIT COMPUTATION DATE; OPTION 3 – PROPERTY DIVISION DATE (POST RETIREMENT-OPTIONS ARE

³ See Item 7 (c) below, which requires that any Member's second or later QDRO must take into account any earlier QDRO payments to earlier alternate payees.

DEFINED IN PARAGRAPH 5 ABOVE)].

(c) equals Member's total accumulated contributions (without interest) at the earlier of Member's employment termination and the Forward DROP Benefit Computation Date.

7. The award to the Alternate Payee under paragraph five (5) or paragraph six (6) of this order is expressly made subject to the following provisions:
 - (a) This order shall not be interpreted in any way to require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
 - (b) This order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
 - (c) This order shall not be interpreted in any way to require the Plan to pay any benefits to (an/any) Alternate Payee named in this order which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
 - (d) This order shall not be interpreted in any way to require the payment of benefits to the Alternate Payee before retirement of the Member, the death of the Member before retirement, or the distribution of a withdrawal of contributions to the Member.
 - (e) This order shall be interpreted to require that, in the event of Member's retirement before normal retirement age, the benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (f) This order shall not be interpreted to require the designation of a particular person as the recipient of benefits in the event of the Member's death, or to require the selection of a particular benefit payment or option.
 - (g) Applicable Texas laws and rules do not currently permit alternate payees to receive any future benefit increases. In the event that, after the date of this order, the amount of any benefit otherwise payable to Member is increased as a result of amendments to the law governing the Plan, Alternate Payee shall receive a proportionate part of such increase unless such an order would disqualify this order under the rules the Plan has adopted with regard to domestic relations orders.
 - (h) In the event that, after the date of this order, the amount of any benefit otherwise payable to Member is reduced by the operation of the Plan or of amendments to the Plan, the portion of benefits payable to Alternate Payee shall be reduced in a proportionate amount.
 - (i) If, as a result of Member's death after the date of this order, a payment is made by the Plan to Member's estate, surviving spouse, or designated beneficiaries, which payment does not relate in any way to Member's length of employment or accumulated contributions with the Plan, but rather is purely a death benefit payable as a result of employment or retired status at the time of death, no portion of such payment is community property, and Alternate Payee shall have no interest in such death benefit.
 - (j) All annuity payments to Alternate Payee under this order shall terminate on the **earlier** of: (i) Alternate Payee's death or (ii) the **later** of Member's death or Member's surviving spouse's death if surviving spouse is receiving a monthly benefit from the Plan. If there was a division of a DROP Account then at the same time as the annuity payments describe immediately above in this subsection 7(j) terminate, the Plan will pay the balance in the Alternate Payee's DROP account to the Alternate Payee's designated beneficiary or if none, to the Alternate Payee's estate.
8. All benefits payable under the Plan shall be payable to Member and to Alternate Payee in such manner and form as Member may elect in (his/her) sole and undivided discretion, subject only to Plan requirements.

9. Alternate Payee is ORDERED to report any retirement payments received on any applicable income tax return, and to promptly notify the Plan of any changes in Alternate Payee's mailing address. The Plan is authorized to issue a Form W-2P or Form 1099R on any direct payment made to the Alternate Payee.
10. Member is designated a constructive trustee for receiving any retirement benefits under the Plan that are due to Alternate Payee but paid to Member. Member is ORDERED to pay the benefit defined in this paragraph directly to Alternate Payee within three days after receipt by Member. All payments made directly to Alternate Payee by the Plan shall be a credit against this order.
11. The Court retains jurisdiction to amend this order so that it will constitute a qualified domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated.

Signed this _____ day of _____, 20_____.

ORDERED