

) CASE NO. FMCE-18-011511

IN THE CIRCUIT COURT
OF THE 17TH JUDICIAL
CIRCUIT IN AND FOR
BROWARD COUNTY,
FLORIDA

James Gerard Schwier

)

201 SE 6th St

) QUALIFIED

Fort Lauderdale

and

) DOMESTIC

FL 33301

) RELATIONS ORDER

Pamela Ellen Schwier

)

WHEREAS, this Court has jurisdiction over the parties and the subject matter of this Order; and

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and

WHEREAS, following approval by the Plan Administrator, this Order shall constitute a Qualified Domestic Relations Order; and

WHEREAS, the parties have stipulated that the Court enter this Order;

NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:
 - (a) "Participant" shall mean James Gerard Schwier, whose current address is 4501 W Tradewinds Ave, Lauderdale by the Sea, FL 33308.
 - (b) "Alternate Payee" shall mean Pamela Ellen Schwier, whose current address is 4501 W Tradewinds Ave, Lauderdale by the Sea, FL 33308.
 - (c) "Plan" shall mean Pfizer Consolidated Pension Plan.
2. This Order relates to marital property rights.
3. The date of marriage is 07/30/1994.
4. The date of legal separation or divorce is 02/05/2020.

5. The Alternate Payee is the former spouse of the Participant.
6. With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.
7. This Order is intended to award the Alternate Payee a separate interest in the Participant's vested accrued benefit.
8. For the purpose of defining the marital fraction, the Participant and Alternate Payee were separated on 02/05/2020.
9. The Alternate Payee's interest in the Plan will be determined by the following formula: A marital fraction (not greater than one) multiplied by 50% and then multiplied by the Participant's vested accrued benefit as of the earlier of the Alternate Payee's benefit commencement date or the date of the Participant's benefit commencement date. The marital fraction is defined as follows: A fraction, the numerator of which is the number of months of the Participant's credited service in the Plan during the marriage up to and including the date of separation, and the denominator of which is the total number of months of the Participant's credited service in the Plan up to and including the earlier of the Alternate Payee's commencement of benefit or the Participant's benefit commencement date.
10. If applicable, for the cash balance benefit formula, interest will be credited on the Alternate Payee's award at the rate determined by the Plan(s), and at such times as determined by the Plan(s). (Applies to cash balance benefit structure only, otherwise this language will be disregarded.)
11. The Alternate Payee is awarded a proportionate share of the Participant's early retirement subsidy, if any, when the Participant commences receipt of the accrued vested benefit in the Plan. Such proportionate share shall be calculated in the same manner as the Alternate Payee's share of the Participant's accrued vested benefit is calculated pursuant to this Order. However, the Alternate Payee is not entitled to any early retirement subsidy if the Alternate Payee commences before the Participant's benefit commencement date.
12. The Alternate Payee is entitled to a share of any cost-of-living adjustments ("COLA"), if applicable, in an amount proportional to the Alternate Payee's assigned portion of the Participant's accrued benefit.
13. The Alternate Payee's separate interest benefit shall be paid to the Alternate Payee in such form as shall be elected by the Alternate Payee at the time of his or her benefit commencement from among those forms of benefit then currently available to Alternate Payees under the Plan. However, the benefit will bear an actuarial adjustment under the Plan's standard assumptions for any such election, as applicable.
14. The Alternate Payee may commence his or her separate interest award at the earliest

time permitted by the Plan following the qualification of the Order, but in no event later than the Participant's normal retirement date as defined by the Plan, or late retirement date if the Participant continues working past age 65.

15. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator. Payments shall be made in accordance with the Plan's administrative procedures and pursuant to the terms of the Plan.
16. The Alternate Payee's awarded benefit shall revert to the Participant in the event the Alternate Payee dies prior to the commencement of the awarded benefit in the Plan. In the event the Alternate Payee dies subsequent to the commencement of the awarded benefit, the disposition of the benefit will be determined by the benefit form selected by the Alternate Payee and in accordance with the Plan's provisions.
17. If the Participant predeceases the Alternate Payee prior to the Alternate Payee's benefit commencement date, the death of the Participant will not affect the Alternate Payee's right to receive his or her awarded portion of the Participant's accrued benefit.
18. If the Participant predeceases the Alternate Payee after the Alternate Payee's benefit commencement date, the death of the Participant will not affect the Alternate Payee's right to receive his or her awarded portion of the Participant's accrued benefit.
19. The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
20. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
21. Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
22. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this Order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Rev-

enue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.

23. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.
24. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

Alternate Payee:

Pamela Ellen Schwier

4501 W Tradewinds Ave

Lauderdale by the Sea, FL 33308

Dated: _____

Participant:

James Gerard Schwier

4501 W Tradewinds Ave

Lauderdale by the Sea, FL 33308

Judge Of the Court: _____

Alternate Payee: _____

Participant: _____

Track No: 661885480

ADDENDUM TO DOMESTIC RELATIONS ORDER

For Submission to Fidelity QDRO Administration ONLY

Due to the **Federal Privacy Act**, many state courts prohibit the inclusion of personal data in public records to prevent identity theft. Therefore, please forward the following information sheet to Fidelity Employer Services Company LLC when you submit the court certified copy of your Domestic Relations Order. Do **NOT** file the Addendum with your court when you file your Domestic Relations Order.

Participant Information	Alternate Payee Information
Name: James Gerard Schwier Address: 100 2nd St SE, #802 Minneapolis, MN 55414 SSN: 065-56-8474 Date Of Birth: 06/30/1962	Name: Pamela Ellen Schwier Address: 4501 W Tradewinds Ave Lauderdale by the Sea, FL 33308 SSN: 148-64-5762 Date Of Birth: 12/16/1960
Participant Attorney's Information	Alternate Payee Attorney's Information
Name: N/A Address: N/A Phone Number: N/A	Name: N/A Address: N/A Phone Number: N/A
Plan Sponsor Information	Client Information
Plan Number: 001 & 007 Plan Name: Pfizer Consolidated Pension Plan	Client Name: Pfizer Inc. Client No: 000728207

In accordance with **D.O.L Field Assistance Bulletin 2003-03**, the Parties to the Domestic Relations Order are notified as follows: Defined Contributions Plans are allowed to assess a fee for the review to determine whether the Order is "Qualified" Domestic Relations Order. Please consult the Plan's QDRO Approval Guidelines and Procedures to determine if the Plan assesses a fee for review and the amount of that fee.

Please send your **court certified** copy of the Domestic Relations Order to:

Fidelity Investments - QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Pfizer Inc.

Track No: 661885480