UFCW Unions and Participating Employers Pension Fund

Appeals
Fourth Quarter 2021

Pension			Employer	Union
P21/179-2518	Early Deferred Vested Pension Benefit	1-2		
RAP21/177-1204	Retiree Assistance Program (Not Eligible)	3-4		
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NAME: **SS#:**

United Food and Commercial Workers Unions and Participating Employers Pension Fund

EMPLOYER:	Fresh Value	**LOCAL:**	400
DATE OF HIRE:	June 4, 1983	**STATUS:**	**Terminated, July 31, 1993**

ISSUE: Early Deferred Vested Pension Benefit #P21/179-2518

FUND RULE:

"**Types of Pensions**

You may retire when you satisfy the Plan's requirements for minimum age and length of service. The type of pension you get is based on meeting these requirements. [...]

Deferred Vested Pension

You may retire on a Deferred Vested Retirement if you accrued not less than 10 years of Vesting Service before your termination of employment with a Participating Employer and you do not meet the requirements for a Normal, Early, or Disability Retirement.

This type of retirement may begin any time after you reach age 65. However, if you were an active participant on or after January 1, 1986 and then terminated employment ***with more than 15 years of Credited Service****, the Deferred Vested Retirement may begin at any time after you reach age 55*, but there will be a reduction in the amount of your monthly pension from age 60. [...]"

(UFCW Unions and Participating Employers Pension Fund SPD, March 1992, Page 18) (emphasis added)

SUMMARY: Appeal Received: December 20, 2021

The **participant** is appealing the denial of an Early Deferred Vested pension benefit. The participant states that he received a letter from the Fund office, dated September 23, 1993, indicating that his pension funds were payable at age 60. The participant further states that there have been "several inconsistencies" and it is his assertion that he is "fully eligible to receive pension benefits beginning at age 60." The participant states that he has fully complied with all of the Pension Department's requests for additional information, which the Fund office notes is not accurate. Lastly, the participant states that he has two sons attending a university with high tuition, room, and board costs, and that the delay in receiving his pension is causing a financial hardship.

Fund records indicate the participant accrued 2.92 years of Benefit Service credit and 3 years of Vesting Service credit with a FELRA & UFCW Pension Fund ("FELRA") contributing employer for the period from 1979 through 1983. The participant separately accrued 10.25 years of Benefit Service credit and 11 years of Vesting Service credit with a UFCW Unions and Participating Employers Pension Fund ("UFCW") contributing employer for the period from June 4, 1983 through July 31, 1993.

Records further indicate that a pension benefit estimate was generated by the Fund office in 1993 based upon the participant's service as of June 1993, while he was still actively employed. An estimate letter was mailed to the participant which indicated that he would be eligible to collect a UFCW pension benefit at age 60, under the assumption that his active employment would continue, and if he accrued at least 15 years of Benefit Service. The estimate letter was mailed to him on September 23, 1993, however, his active employment had terminated in between. Therefore, the pension estimate was no longer applicable. Pursuant to the terms of the UFCW Pension Fund, because the participant is not actively working for a FELRA or UFCW contributing employer, he may collect a Deferred Vested UFCW pension benefit at age 65 based upon his accrued reciprocal Benefit Service credit. Participants may only collect an Early Deferred Vested UFCW pension benefit, as early as age 55 (reduced from age 60), if they have accrued at least 15 years of Credited Service, which this participant has not.

The participant turned age 60 on June 4, 2020. The Fund office received a FELRA pension application from the participant on November 20, 2020. Pursuant to the terms of the FELRA Pension Fund, the participant may collect a Deferred Vested FELRA pension benefit at age 60, based upon his accrued reciprocal Benefit Service credit. There is no "Early" Deferred Vested pension benefit under FELRA.

After review, additional documentation to complete the participant's FELRA pension application was requested from him via letters dated January 20, 2021, March 5, 2021, May 6, 2021, and September 3, 2021. The Fund office received another FELRA pension application from the participant on October 25, 2021, which is still pending for additional information (a copy of his 2020 W2). Another letter requesting such was mailed to the participant on December 23, 2021. If the necessary information is received before January 15, 2022, the participant will be set up to receive his FELRA pension benefit effective February 1, 2022, retroactive to July 1, 2020.

The Fund office also received a UFCW pension application from the participant on October 25, 2021. After review, the Fund office mailed a letter to him on November 2, 2021, advising that he is not eligible to collect a UFCW pension benefit until age 65.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

To United Food and Commercial Workers Unions and Participating Employers Pension Fund - Board of Trustees,

Thank you for your reply to my application for pension benefit distribution.

Upon receipt of various pension department communications, I have noted several inconsistencies which I would like to bring to the board's attention by appealing its decision to reject my request to initiate pension benefits (based on ineligibility). To be clear, it is my assertion that I am fully eligible to receive pension benefits beginning at age 60 and I have fully complied with all of the pension department's requests for additional documentation.

I request that the board and pension fund department provide any and all documentation needed to substantiate its decision to reject my request based on ineligibility so that I might review, and if necessary, consult with my attorney for further action.

See the following inconsistencies in pension department communications:

The letter dated September 23, 1993, from John L. Nave (see Exhibit A attached), Pension Department United Food and Commercial Workers Unions, clearly indicates that my pension fund benefits are "payable at age 60."

Further, in a letter addressed to me from Tracy Ridenour, pension department, dated July 26, 2021 (see Exhibit B attached), Ms. Ridenour clearly indicated that "Dear Mr. , we have received the documents necessary to process your application for pension and have determined that you were eligible to begin collecting your pension benefit effective July 2020" (this is the month after my 60th birthday). However, after I provided additional requested documentation needed to complete this process, I received a follow-up letter from the pension fund office, dated November 2, 2021 (see Exhibit C attached), indicating that "based on your age and 13.17 years of benefit service, you are not eligible to collect a pension benefit at this time. Please contact the fund office 3 months prior to your 65th birthday so we can begin the pension process."

The statement that I am ineligible to receive pension benefits made by the pension fund in Exhibit C is clearly inconsistent with the statements in Exhibit A and B; in fact, Exhibit B clearly states that the pension fund has recently reviewed my request and determined that I am eligible to receive benefits the month after my 60th birthday.

I urge the board to re-review and approve my request for pension benefits distribution as soon as possible. I have two sons attending a university with high tuition, room, and board costs, and this delay in receipt of funds is causing our family a financial hardship; as such, I request the the board expedite and rectify this matter as soon as possible.

Additionally, to reiterate, I request that the board and pension fund department provide any and all documentation needed to substantiate its decision.

Sincerely,

EXHIBIT A

Your Earnings Record

United Food and Commercial Workers Unions

and Participating Employers

Pension Fund

6419 YORK ROAD
SUITE 103-1st FLOOR
BALTIMORE,MARYLAND 21212-2174
TELEPHONE: 377-8447

4301 GARDEN CITY DRIVE
LANDOVER,MARYLAND 20785
PHONE: (301) 459-3020

September 23, 1993

[redacted]

SSN [redacted]

Mr. [redacted]

According to our records you have 10.00 years Full Time credited service in this Pension Fund for your employment with Fresh Value. Your credit has been calculated through June 1993.

Through July 1993, we estimate your pension benefit, payable at age 60, will be about $201.30 per month. This is based on the following information:

FT Service 10.00 x $20.13 Benefit Level = $201.30

You also have 2 years 11 months Part Time credited service in the FELRA & UFCW Pension Fund for your service with Memco.

We estimate your pension benefit, payable at age 60, will be about $46.72 per month. This is based on the following information:

Part Time Service 2.92 x $16.00 Benefit Level = $46.72

These pensions are taxable, however, tax withheld is voluntary. To determine the amount of tax that should be withheld, please consult your tax advisor.

If you should die before you are eligible to collect your retirement, there is a 50% Pre-retirement spouse's survivor pension. If you should die while you are collecting your pension, you may have elected to provide your spouse with 100%, 66 & 2/3%, or 50% of your pension. Your pension will be actuarially reduced for the option you elect at the time of retirement.

Please find enclosed a Summary Plan Description Booklet that will answer many of your questions. If you have any other questions, please contact this office.

This statement is not a guarantee of any amounts payable upon retirement. It is an estimate based on information currently available at the Fund office. This information is subject to verification at the time you apply for pension. Actual benefit amounts are based on the plan provisions and subject to approval of the Board of Trustees.

Sincerely,

John L. Nave
Pension Department

EXHIBIT B

← FELRA

Food Employers Labor Relations Association
and United Food & Commercial Workers
Pension Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

July 26, 2021

[redacted]

Re: Pension Application
xxx-xx-[redacted]

Dear Mr. [redacted]

We have received the documents necessary to process your Application for Pension and have determined that you were eligible to begin collecting your pension effective July 2020.

Since you were eligible to collect your pension beginning July 2020 and living in the state of Virginia, we will need additional information. Please forward copies of your W-2 Forms (*and your spouse's W-2 forms if you are married*) and the page of your Federal Tax Return Form 1040 - US Individual Income Tax Return(s) for the year(s) 2020 that will provide us with your *Wages, Salaries, and Tips.*

The above information is needed as verification that you have not been employed in the retail food industry which is prohibited by the Fund. Before sending your tax information, please add all W2 Forms and verify that the total is the same as the Wages, Salary and Tips on your Federal Tax Return.

Please be advised that the Fund is not responsible for copying the above documents.

If these papers are not received in our office within thirty days from the date of this letter, we will process your pension effective the month following the date your application was received at the Fund office. If, at a later date, you submit your tax information then we will pay your benefit retroactively.

Should you have any questions, contact the Fund Office.

Sincerely,

Tracy Ridenour

Fund Office
Tracy Ridenour
Pension Department

jah

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DEC 20 2021
AA, LLC

EXHIBIT C

United Food and Commercial Workers Unions
And Participating Employers Pension Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

November 2, 2021

[redacted]

RE: Pension Application
XXX-XX-[redacted]

Dear Mr. [redacted]

The Fund office has received your application for pension. Please be advised that based on your age and 13.17 years of benefit service, you are not eligible to collect a Pension Benefit at this time. Please contact the fund office 3 months prior to your 65th birthday so we can begin the pension process.

If your claim for benefits is partially or entirely denied, you (or your authorized representative) have the right to appeal this decision to the Board of Trustees. If you decide to appeal, you must do so in writing within 60 days after you receive written notice of your denial. Your written appeal should include all facts regarding your claim as well as the reason(s) you feel the denial was incorrect. You may submit written comments, documents, and other information relating to your claim. If you so request, you will receive reasonable access to and free copies of documents relevant to your claim. The full appeal procedure is contained in the Summary Plan Description.

You have the right to designate, in writing, a representative to act on your behalf. You must provide the Fund with the representative's name, address, and telephone number, and the Fund will direct all future communications to the representative. You may, at your own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of the appeal, neither the Board of Trustees nor the Fund will be responsible for paying legal expenses which you incur during the course of your appeal.

The Board of Trustees will review your appeal at its next scheduled meeting unless the appeal is filed within 30 days of that meeting, in which case it will be reviewed at the following meeting. If circumstances require more time for a decision, you will be notified in writing. The notice will describe the reason for the delay, and the approximate date a decision will be made. The review will take into account all information you submit relating to your claim. The Fund will notify you in writing of the Board of Trustees' decision within five days after the decision is made. In the event your appeal is denied, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA). You may contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). However, you must exhaust your administrative remedies by appealing the denial to the Board of Trustees before you have the right to file suit in court.

Should you have any questions about your appeal rights, please contact Participant Services at 800-638-2972, or mail your appeal to "Associated Administrators, LLC, 911 Ridgebrook Road, Sparks, Maryland 21152-9451, Attn: United Food and Commercial Workers Unions And Participating Employers Pension Fund - Board of Trustees."

Sincerely,

Fund Office
Pension Department

Enclosures

aps

NON-FOOD PENSION FILE

United Food and Commercial Workers Unions And Participating Employers Pension Fund

COPY

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

November 2, 2021

RE: Pension Application
XXX-XX-

Dear Mr. :

The Fund office has received your application for pension. Please be advised that based on your age and 13.17 years of benefit service, you are not eligible to collect a Pension Benefit at this time. Please contact the fund office 3 months prior to your 65th birthday so we can begin the pension process.

If your claim for benefits is partially or entirely denied, you (or your authorized representative) have the right to appeal this decision to the Board of Trustees. If you decide to appeal, you must do so in writing within 60 days after you receive written notice of your denial. Your written appeal should include all facts regarding your claim as well as the reason(s) you feel the denial was incorrect. You may submit written comments, documents, and other information relating to your claim. If you so request, you will receive reasonable access to and free copies of documents relevant to your claim. The full appeal procedure is contained in the Summary Plan Description.

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Sincerely,

Fund Office
Pension Department

Enclosures

aps

United Food and Commercial Workers Unions and Participating Employers Pension Fund

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Telephone: (410) 683-6500
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Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

APPLICATION FOR PENSION

(Submission of this Application Does Not Guarantee You a Pension Benefit)

Please print and complete this form in full. Instructions are on reverse. Return completed form to:
UFCW Unions and Participating Employers Pension Fund, 911 Ridgebrook Road, Sparks, MD 21152-9451

1. Name (Last, First, Middle) | 2. Social Security Number | 3. Home Telephone Number

4. Home Address (No., Apt. No., and Street) | City | State | 9-Digit Zip Code | County USA

PO Box No.

IF USING A PO BOX, BE SURE TO PROVIDE A STREET ADDRESS AS WELL. ALL INFORMATION WILL BE SENT TO PO BOX.

5. Birth Date (Mo./Day/Yr.) ____ ____ ____
Attach proof of age.
(Examples of accepted forms of proof on back)

6. Marital Status (Attach copy of Marriage Certificate, Divorce Decree or Legal Separation Agreement, or Death Certificate as applicable.)
☐ Married ☐ Married, Previously Divorced ☒ Divorced
☐ Never Been Married ☐ Separated ☐ Widowed

6A. If you have ever been divorced, is there a Qualified Domestic Relations Order (QDRO) in place or pending? ☐ Yes ☒ No

7. Actual Last Day Worked or to Be Worked for a participating Employer. (Mo./Day/Yr.) ____ ____ ____
7.31.93

8. Are you working now?
☐ No
☒ Yes

List all present employers and type of Industry.
Mondelez, Direct Service Delivery ☒ Full Time ☐ Part Time
☐ Full Time ☐ Part Time

9. If you are a deferred vested participant now requesting your deferred benefit, on page 2 of this application please list everywhere you have worked since terminating your employment with a participating employer of this Fund. List the employer name, city/state, type of industry and dates of employment.

10. Retirement Date (Mo./Day/Yr.) ____ ____ ____
(see instructions) 7.1.95

11. Are you currently collecting Workers' Compensation or Accident and Sickness pay?
☐ Yes ☐ No

12. Type of Pension (Circle One):
Normal, Early, Disability, 30 & Out, Vested
If vested, from what employer did you earn a pension?

13. Spouse's Name (Last, First, Middle)

14. Spouse's Birth Date (Mo./Day/Yr.) Attach proof of age.
(See examples on back). ____ ____ ____

15. Spouse's Social Security Number: _____

DISABILITY SECTION

16. Are you applying for a Disability Pension? ☐ Yes ☒ No Date Disability Occurred: _____

Nature of Disability: _____

Have you received a Social Security Disability Award? ☐ Yes ☒ No

If yes, attach a copy of the favorable decision and the Disability Notice of Award Letter to this a Disability Award before further action can be taken.

Have you started receiving Medicare? ☐ Yes ☒ No

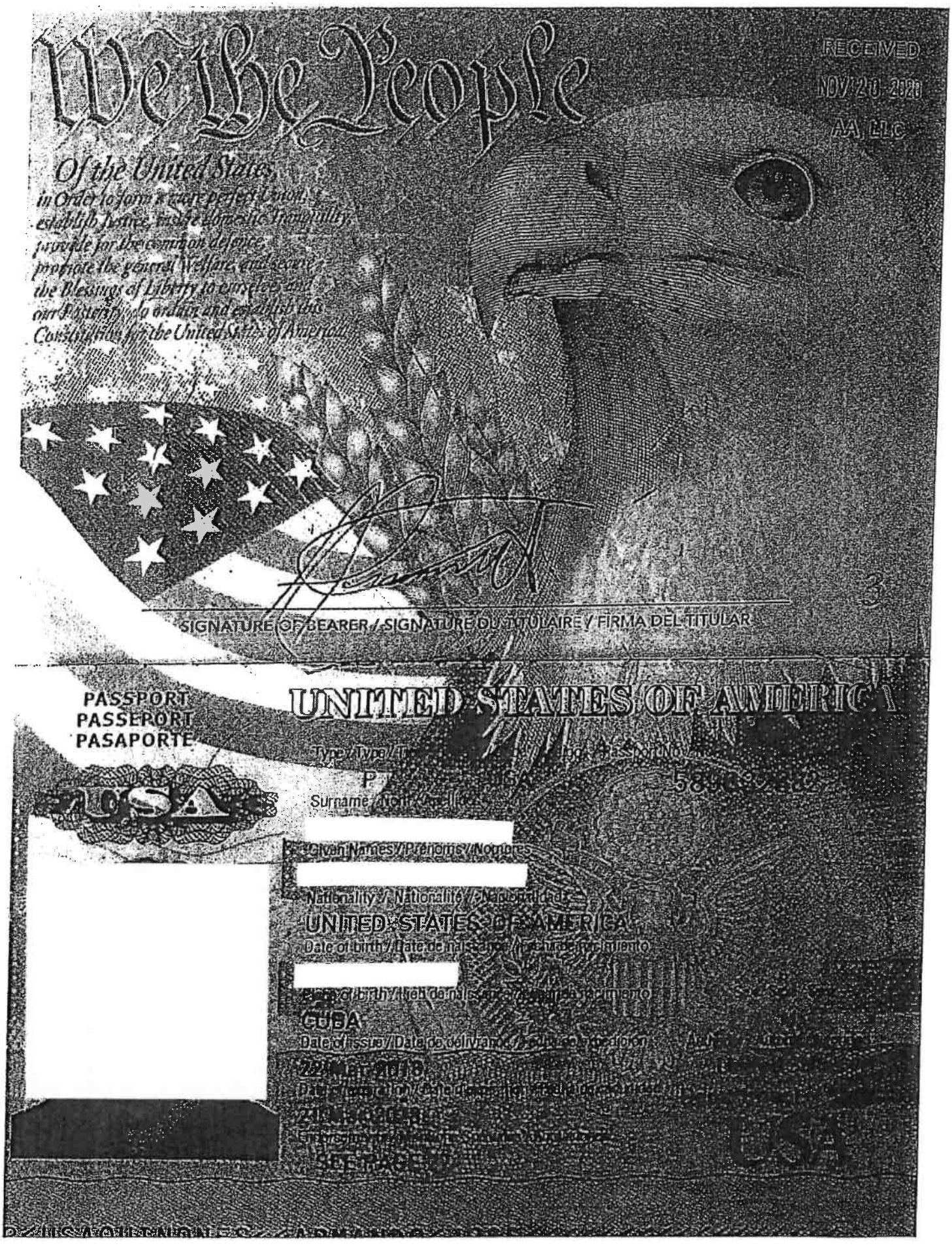
If yes, attach a copy of your Medicare card.

UP: 10.25
FP: 2.92
13.17

Tax forms will be sent to you separately. You must complete the form(s) whether or not you wi

I hereby certify that the above information is true and correct to the best of my knowledge and belief. I understand that a false statement may disqualify me for pension benefits, and that the Trustees have the right to recover payments made to me as a result of false statements.

Signature _____ Date 10-21-2021


We the People
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.
RECEIVED
NOV 20 2020
AA, LLC
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
UNITED STATES OF AMERICA
USA
UNITED STATES OF AMERICA
CUBA
SEE PAGE

THE UNITED STATES OF AMERICA

No. A683440

CERTIFICATE OF CITIZENSHIP

Application No. A13 338 820

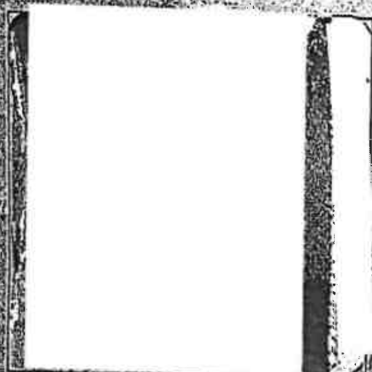
·ORIGINAL·

Personal description of holder as of date of issuance of this certificate: Sex Male ; date of birth [redacted] ; country of birth Cuba ; complexion Fair ; color of eyes Brown ; color of hair Black ; height 5 feet 9 inches; weight 150 pounds; visible distinctive marks None ; Marital status Single .

I certify that the description above given is true, and that the photograph affixed hereto is a likeness of me.

[redacted]

(Complete and true signature of holder)



Be it known that [redacted]
now residing at [redacted]
having applied to the Commissioner of Immigration and Naturalization for a certificate of citizenship pursuant to Section 341 of the Immigration and Nationality Act, having proved to the satisfaction of the Commissioner that (s)he is now a citizen of the United States of America, became a citizen thereof on [redacted] and is now in the United States.

Now Therefore in pursuance of the authority contained in Section 341 of the Immigration and Nationality Act, this certificate of citizenship is issued this Nineteenth day of February in the year of our Lord nineteen hundred and Eighty and of our Independence the ... and the seal of the Department of Justice affixed pursuant to statute.

Seal

RECEIVED
NOV 20 2020
AA, LLC

IT IS PUNISHABLE BY U.S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE.

[signature]
COMMISSIONER OF IMMIGRATION AND NATURALIZATION

DEPARTMENT OF JUSTICE

Attn: Food Employers Labor Relations Association

My name is and I would like to claim my pension fund from United Food and Commercial Workers Unions and Participating Employers (Employer: Fresh Value).

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AA, LLC

I turned 60 on , and would like claim my pension benefits, payable at age 60. Please find the attatched statement of benefits for this claim. Kindly call me with questions.

Sincerly,

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

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AA, LLC

Plaintiff	)	
v.	)	CL NO. 2007-6888
Defendant	)	

FINAL ORDER OF DIVORCE

THIS MATTER came on upon the Complaint for Divorce filed by the Plaintiff (hereinafter "Plaintiff" or "Husband"); upon the Answer filed by the Defendant (hereinafter "Defendant" or "Wife"); upon notice of depositions to Defendant, and upon depositions of Plaintiff and his witness; and upon submission of the deposition transcript to the court; and

IT APPEARING to the Court independent of the testimony of witnesses:

1. The parties hereto were lawfully married on July 2, 1988 in Fairfax County, Virginia.

2. There were four (4) children were born of the marriage, namely:

, born , now emancipated,

born , born , and

, born .

3. That Plaintiff is a *bona fide* resident and domiciliary of the Commonwealth of Virginia and has been so continuously for at least six months prior to institution of this suit.

1. Support payments may be withheld as they become due pursuant to §20-79.1 or §20-79.2, from income as defined in §63.2-1900, without further amendments of this Order or having to file an application for services with the Department of Social Services.

2. Support payments may be withheld pursuant to Chapter 19 (§63.2-1900, et seq.) of Title 63.2 without further amendments to the order upon application for services with the Department of Social Services.

3. A duty of support is owed for the following children of the parties:

Name	Date of Birth	Resides With
		Father
		Father
		Father

4. The following is true information regarding the parties who are subject of this Order:

	PLAINTIFF	DEFENDANT
Name		
Date of Birth		
SSN:	See Private Addendum	See Private Addendum
Driver's License #	See Private Addendum	See Private Addendum
State of Issuance	Virginia	Virginia
Residence Address		
Home Phone #		

current support obligations first, with any payment in excess of the current obligation applied to arrearages.

9. If child support payments have been ordered, then, unless the Court orders otherwise for good cause shown, the parties shall give each other and this Court at least thirty days' advance written notice of any change in address, and shall give notice of any change of telephone number within thirty days after the change. The parties shall give these notices to each other and, when payments are to be made through the Department of Social Services (DSS), to the DSS.

10. If child support payments are ordered to be paid through the (DSS), the obligor shall keep the DSS informed of his or her current employer's name, address and telephone number. If payments are made directly to the obligee then the obligor shall keep this Court informed of his or her current employer's name, address and telephone number.

11. The separate amounts due to each person under this Order for child support, for spousal support or for a unitary award, or the affirmation of a separation agreement, are set forth in the support provision of this Order.

12. In determination of a support obligation, the support obligation as it becomes due and unpaid creates a judgment by operation of law.

13. The Department of Social Services may, pursuant to Chapter 19 (§63.2-1900. et seq.) of Title 63.2 and in accordance with §20-108.2 and §63.2-1921, initiate a review of the amount of support ordered by any court.

14. If any arrearages for child support, including interest or fees, exist at the time the youngest child included in this order emancipates, payments shall continue in the total

a benefit of his employment with Kraft Food Company. The insurance is provided through Aetna Policy # . Until such time as the children attains the age of 19 years, graduates from college, marries, dies, otherwise becomes emancipated, or is not eligible for coverage under the Husband's insurance coverage, whichever occurs first, the Husband and Wife shall share proportional to their then income any medical or dental expenses incurred for the children that are either not covered by insurance or exceed the coverage of insurance (including but not limited to orthodontic care, eye care, counseling, etc.). The phrase "proportional to their then income" shall mean the ratio of the income of each party as determined at the time of the setting or re-setting of child support or as otherwise determined by a court of competent jurisdiction or by written agreement of the parties and shall include Social Security benefits paid to the Wife, individually. Each party shall pay his/her respective share of expenses as they are incurred by the following method of payment: The party in whose name the bill for necessary extraordinary medical and dental expenses is rendered shall provide the other party a copy of the bill and any explanation of benefits form showing application of any insurance benefits; the other party shall pay his or her share of the bill to the provider or reimburse the party paying for said bill within fifteen (15) days of receipt of said documentation. If either party delays in making a payment such that late charges are incurred, that party shall be responsible for the late charges.

6. **ARREARAGES**:

There are no child support arrearages as of the date of this Order.

7. **Property Settlement**:

The Settlement Agreement, dated December 17, 2008 is hereby ratified, affirmed and incorporated, but not merged, into this Decree, and the parties are ordered to comply with its

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NOV 20 2020
AA, LLC

PRIVATE ADDENDUM PURSUANT TO CODE §20-121.03

FELDESMAN TUCKER LEIFER FIDELL LLP

BY: _____

Richard C. Shadyac, Jr.
VSB #22432
Keenan R. Goldsby
VSB #34450
Sonya Powell
VSB # 37221
5661 Columbia Pike, Suite 200
Falls Church, VA 22041
(703) 671-5800
(703) 671-5805 – fax
Counsel for Plaintiff

SEEN AND AGREED:

_____

_____, *pro se* Defendant/Mother
101 South Whiting Street, Apt. 1406
Alexandria, Virginia 22304
(703) 851-5178

227 06 2518

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th day of December, 2007, by and between , hereinafter referred to as the Husband, and , hereinafter referred to as the Wife.

WHEREAS, the parties were married on July 2, 1988.

WHEREAS, four (4) children were born of the marriage, namely:

, born , now emancipated,

, born , born

and , born (

WHEREAS, irreconcilable differences have arisen between the parties which have made it impossible for them to live together as Husband and Wife, and they are now and for some time have been living separate and apart from each other.

WHEREAS, the parties believe that there is no hope of a reconciliation and desire and intend to continue to live separate and apart, they are desirous of settling and determining their mutual obligations, all of their property rights, all rights of support and maintenance of either party by the other and all rights, claims, relationships or obligations between them arising from their marriage or otherwise.

WHEREAS, the parties have made full disclosure, each to the other, of their respective financial assets, liabilities, and income.

WHEREAS, it is expressly understood and agreed that this Agreement is not executed in consideration of the obtaining by either party of a divorce from the other, nor does it constitute an agreement by either party to obtain a divorce, nor shall the

Agreement be construed as a consent by either party to their separation, nor a condonation by either party of any conduct of the other, nor, except as in this Agreement otherwise provided, as a waiver by either party of any right or cause of action arising by reason of the conduct of the other; nevertheless, it is understood that each party hereto hereby reserves all such rights as he or she may have to commence and consummate proceedings in any court of competent jurisdiction with respect to an action for divorce.

WHEREAS, each party represents that he or she has had independent advice by counsel of his or her own choosing to the extent deemed necessary by said party; that each fully understands the facts and has been fully informed of all legal rights and liabilities; that after such advice and knowledge, each believes this Agreement to be fair, just and reasonable and that each signs this Agreement freely and voluntarily; and

NOW THEREFORE, the parties do mutually covenant and agree as follows:

1. INCORPORATION OF AGREEMENT IN DECREE. It is the desire and intent of the parties that this Agreement and all its terms and provisions shall be affirmed, and ratified by the Court and incorporated in and made a part of any decree which may be entered by any Court of competent jurisdiction to which either of the parties hereto may resort for purposes of divorce. The parties hereto agree that they will present this Agreement to the Court and request that it be ratified, affirmed and incorporated in and made an enforceable part of any decree or order entered therein, and the parties hereto further agree that neither of them will oppose such ratification, affirmation and incorporation. Thereafter, this Agreement shall be deemed for all purposes to be a part of such decree or order and shall be enforceable in the same manner as any provision of

such decree or order pursuant to Section 20-109.1 of the 1950 Code of Virginia (as amended).

The parties specifically agree that this Agreement shall not be merged into and shall survive any such decree or order, and that they may enforce the terms of this Agreement either by virtue of any such decree or independently of said decree upon the terms hereof.

2. NO INTERFERENCE. The parties shall hereafter be free from interference, authority and control, direct or indirect, by the other. Neither party shall molest, harass, annoy or in any way interfere with the other, and each of the parties hereto shall have full and complete independence of action and conduct in all business and social relations, and the public and private activities of each of them shall be entirely free from all restraint, supervision, control and censure by the other.

3. WAIVER OF ESTATE CLAIM. Except as otherwise provided herein, each party hereby releases and forever discharges the other, his or her heirs, executors, administrators, assigns, property and estate from any and all rights, claims, demands or obligations arising out of or by virtue of the marital relation of the parties including dower rights, curtesy, and rights under the Augmented Marital Estate statutes, homestead rights, right of election regarding the estate of the other, or to take against the will of the other, right of inheritance or distribution in the event of intestacy, right to act as executor or administrators of the estate of the other, and all other similar or related rights under the laws of any state or territory of the United States or of any foreign country, as such laws exist or may hereafter be enacted or amended. Nothing herein,

however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the will of the other.

Except as otherwise provided herein, the Wife hereby relinquishes and releases all statutory and common law rights and interests which she now has or may in the future have in or to any property, whether real, personal or mixed, wherever situated, which the Husband now owns or may hereafter own or acquire; the Wife agrees that she will, upon request, execute and deliver any further assurances that may be required with respect to her release of such rights and interests. Except as otherwise provided herein, the Husband hereby relinquishes and releases all statutory and common law rights and interests which he now has or may in the future have in or to any property, whether real, personal or mixed, wherever situated, which the Wife now owns or may hereafter own or acquire; the Husband agrees that he will, upon request, execute and deliver any further assurances that may be required with respect to his release of such rights and interests.

4. MUTUAL RELEASES. Each party hereby waives, releases and discharges the other from any and all causes of action, claims or demands whatsoever, in law or in equity, which he or she may or might have or claim to have against the other by reason of any matter, cause, or thing whatsoever, except marital actions and claims founded upon the provisions of this Agreement.

5. WAIVER OF EQUITABLE DISTRIBUTION RIGHTS. Each party hereby waives, releases and discharges the other party from any and all causes of action, claims or demands whatsoever to any right of equitable distribution he or she may have, pursuant to Section 20-107.3 of the 1950 Code of Virginia, as amended, and any statutory and common law rights to division of marital assets or community property.

6. CUSTODY. The parties acknowledge that the welfare and best interests of their children is the paramount consideration of each of them. The Husband shall have sole legal custody of the minor children. Taking into account that at the time this agreement is entered into the parties acknowledge that the Wife has been suffering from depression and is under the care of a psychiatrist and psychologist and has applied for social security disability income, thus, the Wife's visitation, if any, shall by subject to further agreement or ruling of a court of competent jurisdiction..

A. Concerning all matters of importance relating to the health and education of the minor children, the Husband shall inform the Wife with a view towards adopting and following a harmonious policy, but also recognizing that the Husband is the sole legal custodian.

B. Each party agrees to promptly notify the other in the event of a trauma to or an illness of a child.

C. Neither party shall commit any act of parental alienation by words or deeds, by express or implied conduct, by insinuation or innuendo or otherwise. Both parties shall be required to instill love and respect for the other parent. Neither party shall make disparaging or critical remarks about the other party in the children's presence or where they might be overheard. Neither party shall do anything which may estrange the children from the other party, which would alter the opinion of the children as to either party or which would hamper the natural development of the children's love and respect for either party.

D. The parties shall communicate directly with each other concerning the minor children and shall not transfer or deliver information via the minor children or third parties.

E. The parties shall have the right to be informed of and participate in conferences with the children's physicians, teachers and counselors unless in the opinion of the counselor the Wife's participation is not in the children's best interest. They shall also have full access to medical records and school records, and shall share any school information (including report cards) with the other.

F. In accepting the broad grant of privileges conferred by this Agreement, the parties recognize that these powers shall not be exercised for the purpose of frustrating, denying or controlling in any manner the social development of the other party. The parties shall attempt to work cooperatively in making future plans consistent with the best interests of the children and in amicably resolving any disputes that rise.

7. SUPPORT AND MAINTENANCE OF CHILDREN. For the period August 1, 2007, until further agreement of the parties, or court order, the Wife's obligation for the payment of child support on behalf of the children shall be limited to whatever benefits the children receive from the Wife's social security disability payments, if as and when they commence, including the retroactive payments. Thus, the obligation of the Wife incorporated in the pendente lite decree entered in the matter of vs. CL 2007-6888 pending in the Fairfax Circuit Court shall by consent be abated as of the payment due August 1, 2007, and in place thereof the burdens contained in this agreement shall be incorporated in a decree. Subject however, to the anticipation of the parties that the Wife will be returned to her health (which has been estimated as July,

2008), and resume contributing directly to the support of the children at the earliest possible time, at which time the parties intend to recalculate child support in accord with the earnings of the parties and the health insurance costs and day care costs associated with the children at that time. The Husband is reserved the right to petition for recalculation of child support.

The Wife is applying for Social Security benefits, and shall make all reasonable good faith efforts in this regard. Further, the Wife agrees to provide to the Husband any and all written communications and documentation she receives from the Social Security Administration concerning the status of claim or the amount of her payment or retroactive payment. And all of the entitlement of the children for benefits related to Wife's Social Security claim shall be paid to the Husband in satisfaction of her obligation to contribute to the support of the children.

8. WAIVER OF SPOUSAL SUPPORT. Each party acknowledges that he or she has been advised of the following:

i.) that either party has the right to seek spousal support;

ii.) that either party may defer asking for spousal support now but may reserve the right to seek it at a later date provided that the one seeking it has not remarried;

iii.) that if the court orders one of the parties to pay spousal support, the one paying it may later seek to have it reduced or eliminated and that the one receiving it may later seek an increase; however, the party seeking a change shall be required to demonstrate to the court that a change of circumstances has occurred; and

iv.) that if the parties agree upon a fixed amount of spousal support or a waiver of it, such an agreement is binding and it cannot later be changed for any reason at all unless both parties agree in writing to the change.

With this understanding, both parties waive, now and forever, any rights that either may have to seek spousal support from the other party. Each party acknowledges that such waiver is irrevocable and is not subject to change later.

9. MEDICAL INSURANCE. The Husband represents and warrants that he presently has in force hospitalization/major medical and dental insurance coverage under which the children are covered and under which he will cover the Wife until the parties may be divorced for so long as the coverage is available at reasonable cost. The Husband shall maintain said coverage or equivalent coverage in force for each child of the parties until such time as said child attains the age of 18 years, marries, dies or otherwise becomes emancipated. The Husband shall maintain such insurance in full force and effect by paying all premiums, dues and assessments thereon; shall forward to the Wife, upon request, evidence of such medical insurance; shall furnish the Wife, upon request, the appropriate claim forms to facilitate her rights under this paragraph; and shall sign any authorization or other appropriate form allowing the Wife to be reimbursed by the insurance carrier for any expenses incurred by the Wife and paid by the Wife on behalf of said children.

Until such time as said child attains the age of 19 years, graduates from college, marries, dies, otherwise becomes emancipated, or is not eligible for coverage under the Husband's insurance coverage, whichever occurs first, the Husband and Wife shall share proportional to their then income any medical or dental expenses incurred for the

children that are either not covered by insurance or exceed the coverage of insurance (including but not limited to orthodontic care, eye care, counseling, etc.). For the purpose of this agreement, the phrase "proportional to their then income" shall mean the ratio of the income of each party as determined at the time of the setting or re-setting of child support or as otherwise determined by a court of competent jurisdiction or by written agreement of the parties, and shall include Social Security benefits paid to the Wife, individually. For the purpose of this Agreement, initially the proportion of income where specified in this Agreement shall be zero percent for the Wife and 100% for the Husband until redetermined pursuant to the preceding sentence. Each party shall pay his/her respective share of expenses as they are incurred by the following method of payment: The party in whose name the bill for necessary extraordinary medical and dental expenses is rendered shall provide the other party a copy of the bill and any explanation of benefits form showing application of any insurance benefits; the other party shall pay his or her share of the bill to the provider or reimburse the party paying for said bill within fifteen (15) days of receipt of said documentation. If either party delays in making a payment such that late charges are incurred, that party shall be responsible for the late charges.

The Husband and Wife shall each be responsible for any uncovered expenses incurred on his/her behalf including expenses incurred prior to the date of this agreement, and shall indemnify and hold each other harmless for the same.

10. MARITAL HOME. The parties presently own as tenants by the entirety real property known as , which

property is encumbered only by a first and second deed of trust with a total approximate balance of $645,000.

The parties agree to attempt a voluntary workout with their lender so that they are both relieved of liability on the promissory notes secured by the marital home and they agree that should the lender be willing to release them from liability they will give the lender or the lender 's designee and so called deed in lieu of foreclosure. Provided however, that the Wife shall take the lead in preparing forms for and communicating with the lender holding the notes secured by the marital home and the Husband agrees to cooperate in all ways with whatever the Wife asks of him in connection with this effort.

In the event they are unable to effect a satisfactory work out with the lender, then the parties agree to cooperate in connection with the utilization of their respective remedies under the bankruptcy laws; provided however, that they shall not be obliged to file a joint or marital petition and may file individually seeking relief in the Bankruptcy Court from the debt secured by the marital home and from any other joint and individual debts the parties may then owe. The parties agree to cooperate to the extent necessary in order to be relieved of their mutual obligations arising from their joint ownership of a home they can no longer afford and debt they can no longer service. Each party shall be responsible for their own costs in connection with any bankruptcy petition they file.

The Wife agrees that following a bankruptcy if the parties are able to retain the van they now jointly own, that the Husband may retain the van as his sole and separate property.

Meanwhile the Husband shall have exclusive possession of the marital home and shall remain responsible for the cost of utilities for so long as he is in possession.

11. LIQUID ASSETS. The parties acknowledge that until recently they had $12,000 in joint checking account into which they both deposited their paychecks and from which they paid their obligations, and they had $30,507 in a savings account in the Wife's name which derived from the sale of their former marital home. Following the separation of the parties the account was distributed between the parties and applied against their obligations and none of the funds remain as of the date of this agreement, and this account shall be closed. The Wife shall sign whatever documentation to transfer ownership of the 529 Plan account for the benefit of Richard to the Husband's name.

12. PERSONAL ITEMS. All items of personalty such as clothing, jewelry, personal effects, etc., shall become the absolute property of the individual parties hereto, and each party hereby surrenders his or her interest, if any, to any such personal items belonging to the other party.

13. PERSONAL PROPERTY. The parties acknowledge that they have satisfactorily and mutually agreed to a division of the personal property between them and that all personal property so divided between them is the sole and exclusive property of the possessor as to each item.

Provided however, that the following items of personal property shall be retained by the Husband for delivery to the Wife:

A. All Photo Albums (equally divide)

B. Boxes of framed family pictures in 8x10 and 5x7 frames, located in boxes, in the basement storage room (equally divide)

C. Jewelry armoire from parents & sisters and wooden Balut silverware holder

D. Waterford liqueur glass from grandma and Waterford rose bowl from great aunt Jo

E. Pottery from friend Susan

F. Childhood/college papers, pictures and albums

G. Rust colored, flowered couch and two matching pillows

H. Beauty Rest Queen sized mattress and matching box spring and deep pocket mattress cover

I. Two white - washed pine and marble end tables and cocktail table

J. Two green marble plant stands and two green marble lamps and shades

K. Two grey desks and large matching grey table (my office set)

L. Large Renoir Boating Party picture

M. White – washed pine kitchen table and four matching chairs

N. Brass desk lamp- graduation gift from mother

O. Pink, flowered Shabby Chic comforter, matching sheet set, off white Queen dust ruffle, and pink Shabby Chic shower curtain

P. Wedding quilt, brown standing lamp, white rose wreath (gift from boys) and white washed frame with picture of pastel colored flowered doorway numbered print.

Q. Four white towels and orange silk tapestry with elephants- gift from brother

R. Gold/green plate set from mother, juicer, bread machine and two white plastic deck chairs

The Wife shall remove the items of personal property she is receiving pursuant to this Agreement from the marital residence within thirty (30) days of the date of this Agreement.

14. VEHICLE. The parties agree that the 2004 Toyota Sienna now titled jointly shall become the sole and separate property of the Husband, ownership to be free of any claim or right on the part of the Wife. The Husband agrees to hold the Wife harmless as to the operation, maintenance and all financial responsibilities arising out of the ownership of said vehicle.

The Husband acknowledges that it will be necessary for him to obtain a policy insuring his vehicle and the vehicle operated by his son as the Wife intends to cancel the joint insurance policy.

15. EACH PARTY RETAINS OWN RETIREMENT. The parties agree that the Husband shall retain all right, title and interest in any retirement assets that he has, and the Wife is divested of any interest therein except as herein provided. The parties further agree that the Wife shall retain all right, title and interest in any retirement assets that she has, and the Husband is divested of any interest therein.

16. SEPARATE OWNERSHIP. Unless otherwise disposed of under the terms of this Agreement, each party hereto shall own, free of any claim or right of the other, all of the items of property, real, personal or mixed, of any kind, nature or description and wheresoever situate, which are now owned by him or her, or which are now in his or her name, or to which he or she is, or may be, beneficially entitled or which may hereafter belong to or come to him or her with full power to him or to her to dispose of the same, as fully and effectually and in all respects and for all purposes, as if he or she were unmarried.

17. INCOME TAX EXEMPTIONS. Until the Wife is restored to gainful employment the Husband shall have the right to claim the children as dependents on his tax returns.

When the Wife resumes gainful employment and contributing to the expenses of the children from her personal earnings, this provision may be subject to modification by a court of competent jurisdiction.

18. SUBSEQUENT DEBTS AND PLEDGE OF CREDIT. Each party agrees to indemnify the other from any debts, obligations or liabilities of such party which come into existence subsequent to the effective date of this Agreement, and each party agrees to hold the other harmless from and against any and all such claims and demands which may accrue or otherwise be asserted against the other. Each party covenants and agrees that he or she will not incur any debts, obligations or liabilities on the other party's credit or do anything for which the other party could legally be liable. Each party shall, immediately following the execution of this Agreement, cancel all charge accounts of whatsoever nature for which the other party could be obligated, and each agrees that he or she will in the future establish charge accounts in their sole name only.

19. PAYMENT OF COUNSEL FEES. Each party shall be responsible for payment of his or her own counsel fees incurred in the preparation of this Agreement. Each party shall pay his or her own counsel fees, court costs and other costs in connection with any action for divorce which may be brought by either party in the future.

20. NOTIFICATION OF RESIDENCE. Each party shall at all times keep the other informed of his or her place of residence and shall promptly notify the other of any change, giving the address of the new place of residence.

21. DUPLICATE ORIGINAL. This Agreement may be executed in any number of counterparts, any one of which may be deemed the original.

22. DISCOVERY PROCEDURES. The Husband and Wife agree that this agreement was negotiated and entered into based on each party's personal knowledge, access to certain records and files of the other, with little or no use of the discovery procedures The parties have been advised of the discovery procedures available under the law, such as written questions to the other party, production of financial documents, availability of process to summon papers, sworn statements from witnesses, but have weighed the potential value of the information which might be obtained, with the time, cost and necessity for such information and concluded that use of such discovery procedures is not necessary and therefore have elected not to use such procedures.

23. ACKNOWLEDGMENT OF DISCLOSURES. The Husband and Wife hereby acknowledge that each has fully acquainted the other with their means and resources; that each has informed the other in detail of their respective net worth and present incomes and as to the major liabilities of one and other; that each has ascertained and made all the facts, conditions and circumstances likely to influence their judgment herein known to the other; that all matters embodied herein as well as all questions appurtenant hereto have been fully and satisfactorily explained to both of the parties; that each has given due consideration to such matters and questions; that each fully understands and consents to all of the provisions hereof; that each has had the benefit of the advice of counsel of their own selection; and that each is entering into this Agreement freely, voluntarily and with full knowledge.

24. MODIFICATION OR WAIVER OF TERMS OF AGREEMENT. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of a breach or default of

any clause of this Agreement shall be deemed to constitute a waiver of any subsequent breach or default of the terms hereof. The failure of any party at any time to insist upon the strict performance of any of the terms or covenants of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of the same or any other term or covenant of this Agreement at any time.

25. ADDITIONAL INSTRUMENTS. Each party shall, at the other party's request and expense, at any time and from time to time hereafter, take any and all steps to execute, acknowledge and deliver any and all further instruments and assurances that the other party may reasonably require for the purpose of carrying out the provisions of this Agreement.

26. BINDING EFFECT. The parties hereby covenant and agree that all stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, executors, administrators, personal representatives, transferees, trustees, successors and assigns, or any of them, whether so expressed or not.

27. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the State of Virginia.

28. ENTIRE AGREEMENT. The parties have incorporated in this Agreement their entire understanding. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. The parties are not relying upon any representations other than those expressly set forth herein.

29. SEVERABILITY. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

30. COSTS OF ENFORCEMENT. The parties agree that any costs, including but not limited to counsel fees, court costs, investigation fees and travel expenses, incurred by a party in the successful enforcement of any of the agreements, covenants, or provisions of this Agreement, whether through litigation or other action necessary to compel compliance herewith, shall be borne by the defaulting party. Any such costs incurred by a party in the successful defense to any action for enforcement of any of the agreements, covenants or provisions of this Agreement shall be borne by the party seeking to enforce compliance.

31. PRIOR AGREEMENTS INVALIDATED. The parties, in consideration of the covenants herein contained, hereby cancel, annul and invalidate any and all prior property settlement agreements made by them.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

_____(SEAL)

STATE OF VIRGINIA, AT LARGE
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, whose name is signed to the foregoing Property Settlement Agreement, has acknowledged same before me.

GIVEN under my hand this 17 day of December, 2007.

Ann Drake
NOTARY PUBLIC

ANN DRAKE
Notary Public
Commonwealth of Virginia
103724
My Commission Expires Jun 30, 2010

My Commission Expires: _____

_____(SEAL)
formerly known as

STATE OF VIRGINIA,
COUNTY OF Fairfax, to-wit:

I, Donna L Evans, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, whose name is signed to the foregoing Property Settlement Agreement, has acknowledged same before me.

GIVEN under my hand this 14th day of December, 2007.

Donna L Evans
NOTARY PUBLIC

My Commission Expires: August 31, 2008

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AA, LLC

OFFICIAL SEAL
DONNA L. EVANS
I.D# 354483
Notary Public
COMMONWEALTH OF VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

Plaintiff	)	
v.	)	CL NO. 2007-6888
Defendant	)	

PLAINTIFF'S PETITION AND AFFIDAVIT
FOR ISSUANCE OF A RULE TO SHOW CAUSE

COMES NOW the Plaintiff, (hereinafter "Plaintiff"), and moves this Honorable Court for issuance of a Rule to Show Cause returnable on December 2nd at 9:00 a.m. as to why the Defendant, (hereinafter "Defendant") should not be held in contempt of Court, and states the following, under oath:

1. On July 3, 2007, this Court entered a *Pendente Lite* Consent Order (attached hereto as Exhibit "A", hereinafter referred to as the "Order"), which Order provides that the Defendant shall pay to Plaintiff the sum of $2,251.00 per month as and for child support commencing July 2007. The Order further provides that Defendant shall pay to Plaintiff the sum of $ 1,000.00 per month as for contribution to the mortgage for the marital residence.

2. The Defendant has violated the terms of this Order. She only paid for the month of July, and has paid neither child support nor the mortgage contribution for August and September and as of the date of this Petition, is in arrears $6,502.00. Defendant, through counsel, claims she is unable to work. However, since the time she has refused to pay support, Defendant

STATE OF Virginia

COUNTY OF Fairfax

This day personally appeared before me the undersigned Notary Public in and for the jurisdiction aforesaid, who after first being duly sworn did depose and state that all of the information contained in the foregoing Petition and Affidavit for Issuance of Rule to Show Cause are true to the best of his knowledge and belief.

Given under my hand and seal this 19TH day of September, 2007, in the County of Fairfax.

Notary Public: Emilia Kostadinova

My Commission Expires: _____.

EMILIA KOSTADINOVA
Notary Public
Commonwealth of Virginia
7042810
My Commission Expires May 31, 2010

FELDESMAN TUCKER LEIFER FIDELL LLP

BY: Sonya Powell

Richard C. Shadyac, Jr.
VSB #22432
Keenan R. Goldsby
VSB #34450
Sonya L. Powell
VSB# 37221
Yasmin Motamedi
VSB #48595
5661 Columbia Pike
Suite 200
Falls Church, VA 22041
(703) 671-5800
(703) 671-5805 – fax
Counsel for Plaintiff

4. The following is true information regarding the parties:

Person responsible for paying child support is the: [X] Mother; [ ] Father:

Mother: Name: ; DoB SSN (See Private Addendum)
Drivers License #(See Private Addendum) - State: Virginia

Residence:
Address:

Employer
Employer: Not employed
Address: N/A

Telephone #:

Telephone #: N/A

Mailing Address if different from residence: N/A

Father: Name: DoB SSN (See Private Addendum)
Drivers License # (See Private Addendum) - State: Virginia

Residence:
Address:

Employer
Employer:
Address:

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APR 30 2021
AA, LLC

Telephone #:

Telephone #:

Mailing Address if different from residence: N/A

5. A petition may be filed for the suspension of any license, certificate, registration or other authorization to engage in a profession, trade, business or occupation issued by the Commonwealth of Virginia to a person responsible for support as provided in §63.2-1937, upon a delinquency for a period of ninety days or more or in an amount of $5,000 or more.

(i) Neither party holds any such license, certificate, registration or authorization.

6. The Order of this Court as to the amount of the child support, expressed in fixed sums, together with the payment interval, the date payments are due, and the date the first payment is due, are set forth in the support provisions of this Order.

7.a. This Order contains a provision for health care coverage, including the health insurance policy information, for dependent children pursuant to §§20-108.1 and 108.2, if available at reasonable cost. This Order contains a statement as to whether health care coverage is provided for a spouse or former spouse.

b. This Order contains a statement whether any unreimbursed medical expenses are to be paid

July 1, 2007 and to be paid on the first (1st) day of each month thereafter until further order of this Court.

A. Termination of Support: Support shall be paid for any child until the child reaches the age of eighteen, and shall continue to be paid for a child who is: (i) a full-time high school student, (ii) not self-supporting, and (iii) living in the home of the parent seeking or receiving child support, until the child reaches the age of nineteen or graduates from high school, whichever occurs first.

B. Medical Expenses: The parties shall pay, in proportion to their gross incomes as used for calculating the monthly support obligation, all reasonable and necessary unreimbursed medical or dental expenses in excess of $250 for any calendar year for each child subject of this Order. Each party shall pay his respective share of expenses as they are incurred by the following method of payment: The payor parent shall reimburse the other parent within thirty (30) days of being presented with paid bills or comparable verification of payment. Plaintiff's pro rata share is 35% and Defendant's pro rata share is 65%.

C. Support Determination: The child support herein was determined by:

[X]- The **presumptive** amount as set forth in the statutory guideline of §20-108.1 and §20-108.2.

2. Marital Residence: Defendant shall pay to Plaintiff as contribution to the mortgages on the marital residence, located at ı, the amount of $1,000 per month, commencing July 1, 2007 until further order of this Court or an agreement of the parties. Husband shall pay the mortgage, and both shall be entitled to claim the mortgage deduction in proportion to their respective payments. Plaintiff shall have *pendente lite* exclusive use and possession of the marital residence until further order of this Court or otherwise agreed to by the parties.

3. Payment of Support - Income Deduction Order:

[ ]- Pursuant to §20-79.2, the support set forth above shall be payable by an Income Deduction Order directing that the payment of support shall be withheld from the income of _____ and said payments shall be forwarded by the employer to the Department of Child Support Enforcement.

[X]- For good cause shown to this court, or by agreement of the parties, the payments of support pursuant to this order shall be paid directly to the recipient and shall not be by an Income Deduction Order.

4. Health Care Coverage:

A. For Children: Plaintiff shall provide medical and dental insurance coverage for children who are subject of this Order for so long as it is available through his employer at a reasonable cost.

B. For Spouse or Former Spouse: Plaintiff shall provide medical and dental insurance coverage for the Defendant for so long as it is available through his employer at a reasonable cost. Defendant shall be responsible for her own uninsured and unreimbursed medical expenses.

SEEN AND AGREED:

FELDESMAN TUCKER LEIFER FIDELL LLP

BY: _____

Richard C. Shadyac, Jr.
VSB #22432
Keenan R. Goldsby
VSB #34450
Sonya L. Powell
VSB # 37221
5661 Columbia Pike
Suite 200
Falls Church, VA 22041
(703) 671-5800
(703) 671-5805 – fax
Counsel for Plaintiff

SEEN and AGREED :

SUROVELL MARKLE ISAACS & LEVY PLC

By: _____

Robert J. Surovell, Esquire
VSB # 0193
4010 University Drive, Suite 200
Fairfax, Virginia 22030
Telephone 703-251-5400
Facsimile 703-591-2149
Counsel for Defendant

WASHINGTON | VIRGINIA | MARYLAND

FELDESMAN
TUCKER
LEIFER
FIDELL LLP

Clerk
Fairfax County Circuit Court
4110 Chain Bridge Road, 3rd Floor
Fairfax VA, 22030

June 25th, 2008

Re: **v.** **CL No. 2007-6888**

Dear Sir/Madam,

Enclosed please find the original and one (1) copy of Notice of Depositions in the above referenced case. Kindly return the date stamped copy in the enclosed envelope.

Thank you.

pp Sonya Powell

5661 Columbia Pike | Suite 200 | Falls Church, Virginia 22041 | (703) 671-5800 | Telefax (703) 671-5805 | www.feldesmantucker.com

By counsel

FELDESMAN TUCKER LEIFER FIDELL LLP

BY:_____

Richard C. Shadyac, Jr.
VSB #22432
Keenan R. Goldsby
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Sonya L. Powell
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Counsel for Plaintiff

LAW OFFICES

Friedman & MacFadyen, P.A.

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MICHAEL T. CANTRELL*
JAMES J. LOFTUS*
STEPHEN B. WOOD**
NICOLE ROSSI**
KATHRYN D. CLAYPOOLE
JOHNIE MUNCY**
ERIC J. BENZER
MIRIAM S. FUCHS

*ADMITTED TO PRACTICE IN MD & D. C.
**ADMITTED TO PRACTICE IN VA

TOTMAN BUILDING—SUITE 400
210 EAST REDWOOD STREET
BALTIMORE, MARYLAND 21202-3399

(410) 685-1763
FAX (410) 727-1759

PLEASE REPLY TO BALTIMORE ____
PLEASE REPLY TO VIRGINIA ____

SAMUEL S. LEVIN
(1897-1979)

D. C. OFFICE
5301 WISCONSIN AVENUE N. W.
SUITE 750
WASHINGTON, D. C. 20015

VIRGINIA OFFICE
1601 ROLLING HILLS DRIVE
SURRY BUILDING, SUITE 125
RICHMOND, VIRGINIA 23229
(804) 288-0088
FAX (804) 288-0052

March 19, 2008

CERTIFIED AND REGULAR MAIL

RE: First Horizon Home Loan Corporation
v.
Loan No. 0056897713
Our File No.: 213717

Dear Mr.

Enclosed you will find a copy of a notice of Trustees' Sale (the "Notice") of the real property described therein (the "Property"). The undersigned has been appointed Substitute Trustee for the purpose of conducting a foreclosure sale of the Property at the time, dated and location described in the Notice. The foreclosure will take place in compliance with the terms of the Deed of Trust described in the Notice (the "Deed of Trust") and the note secured thereby (the "Note"). The Notice will be published in a newspaper of general circulation in the jurisdiction wherein the Property lies on the dates referenced. You are hereby further notified:

A. That the Note is in default for non-payment;

B. That the default was not cured as previously demanded by the holder of the note;

C. That the Note and all of the debts and obligations, including all principal, interest and lawful charges secured by the Deed of Trust were previously accelerated and declared to be immediately due and payable in full by the holder of the Note and are hereby again accelerated; and

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS FIRM IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THIS NOTICE APPLIES TO THE COMMUNICATION ENCLOSED HEREIN OR ATTACHED HERETO

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

Plaintiff	)	
v.	)	CL NO. 2007-6888
Defendant	)	

RULE TO SHOW CAUSE

THIS MATTER came on to be heard upon the Petition and Affidavit for Issuance of Rule to Show Cause of the Plaintiff, ("Plaintiff"), for entry of a Rule to Show Cause for Defendant, , (hereinafter "Defendant") violation of the July 3, 2007 Consent Order;

IT APPEARING TO THE COURT from Plaintiff's Petition and Affidavit for Issuance of Rule to Show Cause that Defendant may not have complied with the terms of this Court's Consent Order for July 3, 2007; it is therefore

ADJUDGED, ORDERED and DECREED that the Defendant, , shall appear before this Honorable Court on December 20 at 10:00 a.m. to show cause, if any she can, why she should not be adjudged in contempt of Court for her failure to comply with the July 3, Consent Order; and it is further

ADJUDGED, ORDERED and DECREED that a duly certified copy of this Order and Petition and Affidavit for Issuance of Rule to Show Cause be served upon Plaintiff by

private process server.

ENTERED this _____ day of _____, 2007.

_____
JUDGE

FELDESMAN TUCKER LEIFER FIDELL LLP

BY: _____

Richard C. Shadyac, Jr.
VSB #22432
Keenan R. Goldsby
VSB #34450
Sonya L. Powell
VSB #37221
Yasmin Motamedi
VSB #48595
5661 Columbia Pike
Suite 200
Falls Church, VA 22041
(703) 671-5800
(703) 671-5805 - fax

Counsel for Plaintiff

Food Employers Labor Relations Association
and United Food & Commercial Workers
Pension Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

September 3, 2021

COPY

RE: XXX-XX-

Dear Mr. :

We have received all of the documents requested to begin processing your pension applications. However, the actual Application for Pension is out of date. Please complete the enclosed FELRA and UFCW applications and return them to the Fund Office in the enclosed envelope.

Also, we determined you are eligible to collect your FELRA pension effective July 2020 providing we receive the tax information requested in the letter to you dated July 26, 2021. Please find a copy of the letter enclosed.

Please contact the Fund Office if you have any questions.

Sincerely,

Pension Department
Fund Office

FR/iah

UP - Non Food Summary

11/2/2021

Member Name [redacted] SSN [redacted]

DOB [redacted]

Local 400

DOH	DOT
6/4/1983	7/31/1993

Fund	Rate(s)
UP	$0.15

Company FRESH VALUE 7475-1

Previous Employers:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	FT Hours	PT Hours	Total Hours	Full Time Cred. Serv.	Full Time Total Credit	Part Time Cred. Serv.	Part Time Total Credit	Vesting Service
1983						DOH	PAST SERVICE						800.00		800.00	0.50	0.50		0.00	1
1984													1600.00		1600.00	1.00	1.50		0.00	1
1985													1600.00		1600.00	1.00	2.50		0.00	1
1986													1600.00		1600.00	1.00	3.50		0.00	1
1987													1600.00		1600.00	1.00	4.50		0.00	1
1988													1600.00		1600.00	1.00	5.50		0.00	1
1989					FRESH VALUE IN PLAN 5/1/1989								1916.36		1916.36	1.00	6.50		0.00	1
1990													2065.00		2065.00	1.00	7.50		0.00	1
1991													1751.00		1751.00	1.00	8.50		0.00	1
1992													2048.00		2048.00	1.00	9.50		0.00	1
1993							TERM						1229.00		1229.00	0.75	10.25		0.00	1
															Total	FT	10.25	PT	0.00	11

Mark "X" For Missing Contributions

Use [redacted] for 1 year waiting period

Total Benefit Service	10.25
Total Vesting Service	11

Mark "V" for Frozen Vesting

Mark "B" for Break-in-Service

Processor: E. RADULESCU Date: 11.2.21

Reviewed by: D. BULLION Date: 11/2/21

11/1/2021

Member Name:	
Social Security #:	

CALCULATIONS					
FT_1	10.25	X	$20.13	=	$206.33
PT_1	0.00	X	$0.00	=	$0.00
FT_2	0.00	X	$0.00	=	$0.00
PT_2	0.00	X	$0.00	=	$0.00
FT_3	0.00	X	$0.00	=	$0.00
PT_3	0.00	X	$0.00	=	$0.00
FT_4	0.00	X	$0.00	=	$0.00
PT_4	0.00	X	$0.00	=	$0.00
FT_5	0.00	X	$0.00	=	$0.00
PT_5	0.00	X	$0.00	=	$0.00
FT_6	0.00	X	$0.00	=	$0.00
PT_6	0.00	X	$0.00	=	$0.00
Total Monthly Benefit (gross)					$206.33

Benefit Service		Benefit Level	
Full Time Benefit Service 1	10.25	Full Time Benefit Level 1	20.13
Part Time Benefit Service 1		Part Time Benefit Level 1	
Full Time Benefit Service 2		Full Time Benefit Level 2	
Part Time Benefit Service 2		Part Time Benefit Level 2	
Full Time Benefit Service 3		Full Time Benefit Level 3	
Part Time Benefit Service 3		Part Time Benefit Level 3	
Full Time Benefit Service 4		Full Time Benefit Level 4	
Part Time Benefit Service 4		Part Time Benefit Level 4	
Full Time Benefit Service 5		Full Time Benefit Level 5	
Part Time Benefit Service 5		Part Time Benefit Level 5	
Full Time Benefit Service 6		Full Time Benefit Level 6	
Part Time Benefit Service 6		Part Time Benefit Level 6	

D. BULLION

PR 11/2/21

United Food and Commercial Workers Unions and Participating Employers Pension Fund

6419 YORK ROAD
SUITE 103-1st FLOOR
BALTIMORE,MARYLAND 21212-2174
TELEPHONE: 377-8447

4301 GARDEN CITY DRIVE
LANDOVER,MARYLAND 20785
PHONE: (301) 459-3020

September 23, 1993

SSN

Mr. :

According to our records you have 10.00 years Full Time credited service in this Pension Fund for your employment with Fresh Value. Your credit has been calculated through June 1993.

Through July 1993, we estimate your pension benefit, payable at age 60, will be about $201.30 per month. This is based on the following information:

FT Service 10.00 x $20.13 Benefit Level = $201.30

You also have 2 years 11 months Part Time credited service in the FELRA & UFCW Pension Fund for your service with Memco.

We estimate your pension benefit, payable at age 60, will be about $46.72 per month. This is based on the following information:

Part Time Service 2.92 x $16.00 Benefit Level = $46.72

These pensions are taxable, however, tax withheld is voluntary. To determine the amount of tax that should be withheld, please consult your tax advisor.

If you should die before you are eligible to collect your retirement, there is a 50% Pre-retirement spouse's survivor pension. If you should die while you are collecting your pension, you may have elected to provide your spouse with 100%, 66 & 2/3%, or 50% of your pension. Your pension will be actuarially reduced for the option you elect at the time of retirement.

NAME: **SS#:**

United Food and Commercial Workers Unions and Participating Employers Pension Fund

EMPLOYER:	Shoppers Food	**LOCAL:**	27
DATE OF HIRE:	July 13, 1983	**STATUS:**	Full Time
PLAN:	Y		

ISSUE: Retiree Assistance Program - Not Eligible #RAP21/177-1204

FUND RULE:
"Retirees

If you are an Actively Working participant covered by this Plan and retire, you will no longer be eligible for health and welfare benefits under this Plan. However, you can exercise your rights to continue your benefits under this Plan for a limited period under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as described on pages 45-56 of this book."
(Plan Y SPD, July 2018, Page 33)

"Effective December 31, 2015 – Coverage Ends for Non-Medicare Retirees Previously Employed by Shoppers/SuperValu

As a result of collective bargaining, health and welfare benefits for non-Medicare retirees and their non-Medicare dependents under the UFCW Unions & Participating Employers Health and Welfare Plan and the SuperValu Plan will end effective December 31, 2015. This means that you and your non-Medicare dependents will no longer receive medical, dental, optical, prescription drug or any other coverage through the Fund.

Instead, you'll be eligible for a monthly Social Security supplemental benefit of $450 from the UFCW Unions and Participating Employers Pension Fund. You will receive this supplemental benefit until you become Medicare-eligible, at which point you will be given a one-time opportunity to enroll in coverage under the UFCW Unions & Participating Employers Health & Welfare Fund's Retiree Health Plan. You may use the supplemental benefit for any purpose, including but not limited to paying for healthcare coverage obtained through a state or federal marketplace.

Who Is Eligible for the Supplemental Benefit?

If you retired before age 65 ***and are currently eligible for the Fund's pre-Medicare retiree health coverage***, you are considered a pre-Medicare retiree and you will be eligible for the $450/month supplemental benefit from the Pension Fund, effective January 1, 2016. Your eligibility for the supplemental benefit will continue until you become eligible for Medicare."
(Quoted from the UFCW Unions and Participating Employers Health and Welfare Fund Summary of Material Modifications) (emphasis added)

SUMMARY: Appeal Received: December 16, 2021

The **participant** is appealing to be granted payment of the Retiree Assistance Program stipend upon her retirement. The participant states, in summary, that she was always told since she was hired before 1987, she would be entitled to keep her Health and Welfare benefits for life as long as she continued to pay her portion of the cost. The participant further states that she voted for the $450 monthly stipend in the July 2017 contract, under the assumption that she would receive this when she retired. The participant states that in the course of preparing to file for her pension, she was informed that she was not eligible for the stipend because she is covered under Plan Y instead of Plan J. Lastly, the participant states that she doesn't remember anything being said in Union meetings about having to be in a certain Plan to be eligible for the stipend, and that it is also her Union Representative's understanding that she should be eligible for the stipend.

In accordance with Fund rules, only participants who are entitled to benefits under Plans J, JSS, and JSS2 are eligible for retiree health coverage upon their retirement. As a result of collective bargaining, effective January 1, 2016, health benefits for pre-Medicare retirees ceased. Such eligible participants became entitled to receive the Retiree Assistance Program stipend, in lieu of retiree health coverage, until becoming eligible for Medicare.

Fund records indicate that the participant was hired by Metro on July 13, 1983. The participant became entitled to Health and Welfare benefits under Plan X (a plan of the FELRA & UFCW Health and Welfare Fund) effective April 1, 1991. The participant subsequently became an employee of Shoppers Food, and entitled to Health and Welfare benefits under Plan Y (a plan of the UFCW Unions and Participating Employers Health and Welfare Fund), effective November 1, 2004, which has continued through the present date. A review of the participant's eligibility record does not support that she was ever entitled to, or enrolled in, Health and Welfare benefits under Plans J, JSS, or JSS2. Actively working participants who are entitled to, and enrolled in, Health and Welfare benefits under Plan Y are not eligible for retiree health coverage upon their retirement. This precludes their entitlement to the Retiree Assistance Program stipend. However, the participant has the right to purchase COBRA continuation coverage upon her retirement, up to the maximum period permitted.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

12/10/2021

Board of Trustees:

My name is and I work for Shoppers Food Store ( ), . I have been a UFCW Local 27 Union member since July, 1983 in both a part time and full time capacity working for Super Super, Basics, Metro and Shoppers. As my store is scheduled to close by the end of the year I am considering retiring from Shoppers and filing for my union pension since I meet the requirements of years of service and age. I was always told that since I was hired before 1987 that I was entitled to keep my Health and Welfare benefits for life as long as I continued to pay my portion of the cost. In our last contract, July 2017, it was voted to discontinue that benefit and to offer a $450.00 monthly stipend for those who this affected to supplement the cost of retaining health insurance until we reached the Medicare age of 65. I voted accordingly for the contract with the assumption that I would receive the stipend when I retired. In the course of talking to Associated Administrators, to get the details of what I needed to do to file for my pension and to request the monthly stipend of $450.00, I was first told that I was eligible for the stipend but then under review it was determined that since I was in Plan "Y" for my health and welfare benefits and not Plan "J" that I was not eligible. This was the first time I had ever heard about different plans and that I needed to be in Plan "J" to qualify. Even at that union meeting to vote on the July 2017 contract I don't remember anything being said about having to be in a certain plan to qualify. After contacting my union representative, who said it was his and his boss' understanding that I should be eligible for the stipend, he said that I needed to write a letter to the Trustees to appeal the Associated Administrators decision. Let this letter serve as an official appeal of that decision. Thank you for your consideration in this matter and please let me know your decision.

Thank You,

United Food and Commercial Workers Unions
and Participating Employers
Pension Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

December 29, 2021

Name:
Appeal #: **RAP21/177**

Dear Mrs. :

The Fund office has received your recent letter to the Board of Trustees. The appeal is being researched and you will be notified, in writing, of the outcome.

If you should have any questions, you may contact this office.

Sincerely,

Erin Baker

Erin Baker, Appeals Department
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152

FELRA & UFCW HEALTH AND WELFARE FUND PLAN X -- PART TIME

Last Name	First Name	MI	OFFICE USE ONLY Effective	Terminated
			A.	
Address	City	State 9-digit Zip Code	B.	
			C.	

Telephone	Sex: M/F	Date Employed	Date of Birth	Union No.
	F	7/13/83		27
Your Social Security No.	Company, Job Classification			
	Metro Food Market / clerk			

Marital Status ☑ Married ☐ Single ☐ Widowed ☐ Divorced ☐ Separated
Date of Marriage: 7/11/87

Coverage Desired: ☐ Individual ☐ Parent/Child ☐ Husband/Wife ☑ Family

Name of any other health insurance covering you Husband's Insurance
Policy # XWB 213768007 Name of Insurance: BCBS of MD Employer: AA Co. Animal Control

Death Benefits to be paid to (Name/Relationship): husband
Beneficiary's Address

Date Signed 4/1/01 Signature

EC 105 REV. 1-1-98

FELRA & UFCW HEALTH AND WELFARE FUND
PART TIME APPLICATION FOR DEPENDENT COVERAGE

Employee's Name _____ Social Security # _____

Local Union 27 Employer Metro #21

I understand that as a part time employee of a participating employer covered by a collective bargaining agreement with a participating union, I can elect health care benefits for my dependents by making appropriate co-payments. I also understand that the Administrative Manager must receive my application at least 30 days before the date coverage is to begin. If I do not enroll my dependents when first eligible, enrollment will thereafter be restricted to the period from January 1-30 of the succeeding calendar year. The effective date of dependent coverage is determined by the collective bargaining agreement.

I authorize my employer above to deduct from my earnings the co-payment amount determined by the Fund to provide dependent coverage. I may cancel this coverage by contacting the Fund office in writing at least 30 days in advance of the date I would like coverage to cease. Cancellation of this authorization will terminate my eligibility for dependent coverage and I understand I may not reapply for dependent coverage until the open enrollment period following 12 full months from the date the cancellation takes effect.

I authorize monthly deductions beginning I dont pay for dependent Coverage per Article 18 Section 2
Month / Day / Year.

Signature _____ Date 4-1-01

LIST BELOW NAMES OF YOUR SPOUSE AND UNMARRIED CHILDREN UNDER 19 YEARS OF AGE WHO ARE TOTALLY DEPENDENT ON YOU.

LIST NAME IN ORDER OF AGE – ELDEST FIRST	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NO.
	husband		
	daughter		
	son		

A COPY OF YOUR MARRIAGE LICENSE AND/OR DEPENDENT'S BIRTH CERTIFICATE MUST BE INCLUDED WITH THIS APPLICATION

Name any other health insurance covering your dependent(s)
Name BCBS of MD Policy No: XWB213768007

If coverage was declined on you or any dependent, did you or your dependent receive cash or benefit dollars for declining? ☐ Yes ☐ No If yes, please attach explanation.

FELRA & UFCW HEALTH AND WELFARE FUND
PLAN X - PART TIME

APR 23 2001

MAIL APPLICATION TO: A.A. INC

FELRA AND UFCW HEALTH AND WELFARE FUND
Metro 400 Building, Suite 201
4301 Garden City Drive
Landover, Maryland 20785

FELRA & UFCW HEALTH AND WELFARE FUND PLAN X – FULL TIME

Last Name	First Name	MI	OCT 8 19	OFFICE USE ONLY Effective	Terminated
				A.	
Address	City	State	9 Digit Zip	B.	
Telephone	Sex: M/F	Date Employed		Date of Birth	Union No.
	F	7 13 82			27
Your Social Security No.	Company, Job Classification				
	Basics #35 - Scan clerk				

Marital Status: M — (Married) Single Widowed Divorced Separated — Date of Marriage: 7/11/87

Coverage Desired: Individual Parent/Child Husband/Wife (Family)

Name of any other health insurance covering you: BCBS of MD — Employer: husband AA Co. Govt. husband

Policy #: [illegible] Name of Insurance:

Death Benefits to be Paid to (Name/Relationship):

Beneficiary's Address:

Date Signed: Oct. 1, 1996 Your Signature:

LIST BELOW NAMES OF YOUR SPOUSE AND UNMARRIED CHILDREN UNDER 19 YEARS OF AGE WHO ARE TOTALLY DEPENDENT ON YOU.

LIST NAMES IN ORDER OF AGE — ELDEST FIRST	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NO.
	husband		
	daughter		
	Son		

A COPY OF YOUR MARRIAGE LICENSE AND/OR DEPENDENT'S BIRTH CERTIFICATE MUST BE INCLUDED WITH THIS APPLICATION

Name any other health insurance covering your dependent(s)

Name: BC BS of MD Policy No.:

SMM - Eligibility for Shoppers Plans Y20, Y30 & Y40 - See Page 3.

FOR YOUR BENEFIT

UFCW Unions & Participating Employers Health & Welfare Fund

March 2016 Vol. 32, No. 1

www.associated-admin.com

IRS Form 1095-B Sent

The Affordable Care Act is a federal law that requires almost everyone in the United States to have medical coverage. People who don't have at least a minimal level of coverage could have to pay a tax to the Internal Revenue Service (IRS).

In early February 2016, the Fund sent an IRS Form 1095-B to all participants with traditional Fund medical coverage (and Kaiser sent a Form 1095-B to participants covered by the Kaiser HMO). If you are a retiree, you may have received a Form 1095-B directly from Medicare, rather than from Kaiser or the Fund. This form details your medical coverage for each month in 2015 and also lists each covered dependent in your household, if applicable. You may need to refer to this Form when you file your 2015 tax return with the IRS.

You also probably received a Form 1095-C from your employer, which outlines the medical coverage available through your employer in 2015.

Should you have any questions regarding the Form 1095-B, please contact the Fund Office.

Summary of Material Modifications This Issue!

UFCW Unions & Participating Employers Active Health and Welfare Plan*

UFCW Unions & Participating Employers Retiree Health and Welfare Plan*

UFCW Unions & Participating Employers Pension Fund

UFCW Unions & Contributing Employers Legal Benefits Fund

*Benefit Plans of the UFCW Unions and Participating Employers Health & Welfare Fund

Material Modifications

Plan Y20 and Plan Y30 Part Time Participants Employed by Shoppers Can Enroll Dependent Children for Coverage

If you are a part time participant under Plan Y20 or Y30, you may enroll your dependent **children** (but not your spouse) for coverage. However, if you choose to enroll your dependent child(ren), you must pay the full cost of such coverage via payroll deduction.

You are in Plan Y30 if you were hired on or after January 1, 2015. If you were hired before that date, you are in Plan Y20.

Effective January 1, 2016, the cost to add a dependent child/ren is:

Plan	Per Child	3 or More Children
Plan Y20 Part Time	$121.01 per month	$363.03 per month
Plan Y30 Part Time	$118.91 per month	$356.73 per month

Your regular weekly co-payment continues to apply in addition to the cost of dependent child(ren) coverage shown in the table below.

If you are a Plan Y20 or Y30 part time participant the Fund sent you a letter in February, directing you to contact the Fund Office at (800) 638-2972 by March 15 to enroll any dependent children. If you contact the Fund by March 15th, the Fund Office will send you an enrollment form and set up your new payroll deduction effective March 1, 2016. If you do not contact the Fund Office by March 15, 2016, the next opportunity you will have to enroll your dependent child(ren) will be during the November 2016 open enrollment period, for coverage beginning January 1, 2017.

This issue—

The purpose of this newsletter is to explain your benefits in easy, uncomplicated language. It is not as specific or detailed as the formal Plan documents. Those documents always govern.

Summary of Material Modifications

Below are Material Modifications (changes) made to your Plan over the past year. Please read and clip them where indicated so you can keep them with your Summary Plan Description ("SPD") booklet and your other benefits information.

UFCW Unions & Participating Employers Health and Welfare Fund

- **Effective January 1, 2016, Shoppers Plan Y20 and Y30 Part Time Participants Can Enroll Dependent Children for Coverage.** The cost for the coverage is:

Plan	Per Child	3 or More Children
Plan Y20 Part Time	$121.01 per month	$363.03 per month
Plan Y30 Part Time	$118.91 per month	$356.73 per month

Please see page one of this newsletter for complete information.

- **Eligibility for Shoppers Plans Y20, Plan Y30 and Plan Y40**

Please see page three of this newsletter for the complete SMM reflecting changes to eligibility provisions of Plans Y20, Y30, and Y40 for participants who are employed by Shoppers Food Warehouse.

- **Effective December 31, 2015 – Coverage Ends for Non-Medicare Retirees Previously Employed by Shoppers/SuperValu**

As a result of collective bargaining, health and welfare benefits for non-Medicare retirees and their non-Medicare dependents under the UFCW Unions & Participating Employers Health and Welfare Plan and the SuperValu Plan will end ***effective December 31, 2015.*** This means that you and your non-Medicare dependents will no longer receive medical, dental, optical, prescription drug or any other coverage through the Fund.

Instead, you'll be eligible for a monthly Social Security supplemental benefit of $450 from the UFCW Unions and Participating Employers Pension Fund. You will receive this supplemental benefit until you become Medicare-eligible, at which point you will be given a one-time opportunity to enroll in coverage under the UFCW Unions & Participating Employers Health & Welfare Fund's Retiree Health Plan. You may use the supplemental benefit for any purpose, including but not limited to paying for healthcare coverage obtained through a state or federal marketplace.

Who Is Eligible for the Supplemental Benefit?
If you retired before age 65 and are currently eligible for the Fund's pre-Medicare retiree health coverage, you are considered a pre-Medicare retiree and you will be eligible for the $450/month supplemental benefit from the Pension Fund, effective January 1, 2016. Your eligibility for the supplemental benefit will continue until you become eligible for Medicare.

How Does the Supplemental Benefit Work?
If you have direct deposit for your pension check, your supplemental benefit check will be deposited in the same bank account unless you notify the Fund Office in writing that you prefer your supplemental benefit by paper check each month. When you become eligible for Medicare, the supplemental benefit will end and *you will have a one-time opportunity* to enroll in the coverage under the Health and Welfare Fund's Retiree Health and Welfare Plan.

Transition Assistance
While you are not required to use your monthly supplemental benefit from the Pension Fund to help pay for an individual medical plan, that is one option. To assist retirees who are interested in purchasing an individual medical plan through the state or federal healthcare marketplace, the Health & Welfare Fund has contracted with the Woodard Agency, an insurance brokerage firm, to help you understand your coverage options and to help you enroll in medical coverage, if you are interested in doing so. Woodard can also help you find other supplemental coverage, including:

- Dental coverage
- Vision coverage
- Critical illness insurance
- Life insurance.

Medicare Coverage Enrollment
Remember, when you become eligible for Medicare (generally age 65), you'll be eligible to enroll in Medicare supplemental coverage under the Health & Welfare Fund's Retiree Health Plan. Shortly before you become Medicare-eligible, the Retiree Plan will mail you an enrollment form for the Kaiser Permanente Medicare HMO Program, if you are in a Kaiser Permanente area, or the Fund's Medicare supplemental benefits program, if you are not in Kaiser's service area. If you do not enroll by the date specified on that mailing, *you will not have another opportunity to enroll in the future!* That's why it's important to make sure the Fund Office has your most current contact information.

Questions?
Please contact the Fund Office at (800) 638-2972 or the Woodard Insurance Agency at (855) 856- 1600 for more information.

- **Effective January 1, 2016 – Medicare-Eligible Retirees Previously Employed by Shoppers: Monthly Co-Payment Required to Continue Coverage**

As a result of collective bargaining, you will be required to make a monthly co-payment in order to maintain your retiree health and welfare benefits (including medical, prescription drug, optical and dental) through the UFCW Unions and Participating Employers Health and Welfare Fund. The co-payment will be $20 per month for individual coverage, $40 per month for individual plus one, and $60 per month for family coverage, which includes you and two or more of your dependents.

NAME: **SS#:**

United Food and Commercial Workers Unions and Participating Employers Pension Fund

EMPLOYER:	Shoppers Food	**LOCAL:**	27
DATE OF HIRE:	April 15, 1980	**STATUS:**	Full Time
PLAN:	Y		

ISSUE: Retiree Assistance Program - Not Eligible #RAP21/176-5292

FUND RULE:
"Retirees

If you are an Actively Working participant covered by this Plan and retire, you will no longer be eligible for health and welfare benefits under this Plan. However, you can exercise your rights to continue your benefits under this Plan for a limited period under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as described on pages 45-56 of this book."
(Plan Y SPD, July 2018, Page 33)

"Effective December 31, 2015 – Coverage Ends for Non-Medicare Retirees Previously Employed by Shoppers/SuperValu

As a result of collective bargaining, health and welfare benefits for non-Medicare retirees and their non-Medicare dependents under the UFCW Unions & Participating Employers Health and Welfare Plan and the SuperValu Plan will end effective December 31, 2015. This means that you and your non-Medicare dependents will no longer receive medical, dental, optical, prescription drug or any other coverage through the Fund.

Instead, you'll be eligible for a monthly Social Security supplemental benefit of $450 from the UFCW Unions and Participating Employers Pension Fund. You will receive this supplemental benefit until you become Medicare-eligible, at which point you will be given a one-time opportunity to enroll in coverage under the UFCW Unions & Participating Employers Health & Welfare Fund's Retiree Health Plan. You may use the supplemental benefit for any purpose, including but not limited to paying for healthcare coverage obtained through a state or federal marketplace.

Who Is Eligible for the Supplemental Benefit?

If you retired before age 65 ***and are currently eligible for the Fund's pre-Medicare retiree health coverage***, you are considered a pre-Medicare retiree and you will be eligible for the $450/month supplemental benefit from the Pension Fund, effective January 1, 2016. Your eligibility for the supplemental benefit will continue until you become eligible for Medicare."
(Quoted from the UFCW Unions and Participating Employers Health and Welfare Fund Summary of Material Modifications) (emphasis added)

SUMMARY: Appeal Received: December 16, 2021

The **participant** is appealing to be granted payment of the Retiree Assistance Program stipend upon his retirement. The participant states, in summary, that he was always told since he was hired before 1987, he would be entitled to keep his Health and Welfare benefits for life as long as he continued to pay his portion of the cost. The participant further states that he voted for the $450 monthly stipend in the July 2017 contract, under the assumption that he would receive this when he retired. The participant states that in the course of preparing to file for his pension, he was informed that he was not eligible for the stipend because he is covered under Plan Y instead of Plan J. Lastly, the participant states that he doesn't remember anything being said in Union meetings about having to be in a certain Plan to be eligible for the stipend, and that it is also his Union Representative's understanding that he should be eligible for the stipend.

In accordance with Fund rules, only participants who are entitled to benefits under Plans J, JSS, and JSS2 are eligible for retiree health coverage upon their retirement. As a result of collective bargaining, effective January 1, 2016, health benefits for pre-Medicare retirees ceased. Such eligible participants became entitled to receive the Retiree Assistance Program stipend, in lieu of retiree health coverage, until becoming eligible for Medicare.

Fund records indicate that the participant was hired by Food-A-Rama on April 15, 1980. The participant subsequently became an employee of Metro, and entitled to Health and Welfare benefits under Plan X (a plan of the FELRA & UFCW Health and Welfare Fund), effective April 1, 1991. The participant then became an employee of Shoppers Food, and entitled to Health and Welfare benefits under Plan Y (a plan of the UFCW Unions and Participating Employers Health and Welfare Fund), effective November 1, 2004, which has continued through the present date. A review of the participant's eligibility record does not support that he was ever entitled to, or enrolled in, Health and Welfare benefits under Plans J, JSS, or JSS2. Actively working participants who are entitled to, and enrolled in, Health and Welfare benefits under Plan Y are not eligible for retiree health coverage upon their retirement. This precludes their entitlement to the Retiree Assistance Program stipend. However, the participant has the right to purchase COBRA continuation coverage upon his retirement, up to the maximum period permitted.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐
COMMENTS:

12/10/2021

Board of Trustees:

My name is and I work for Shoppers Food Store ( ), . I have been a UFCW Local 27 Union member since April 15, 1980 in both a part time and full time capacity working for Food-A-Rama, Basics, Metro and Shoppers. As my store is scheduled to close by the end of the year I am considering retiring from Shoppers and filing for my union pension since I meet the requirements of years of service and age. I was always told that since I was hired before 1987 that I was entitled to keep my Health and Welfare benefits for life as long as I continued to pay my portion of the cost. In our last contract, July 2017, it was voted to discontinue that benefit and to offer a $450.00 monthly stipend for those who this affected to supplement the cost of retaining health insurance until we reached the Medicare age of 65. I voted accordingly for the contract with the assumption that I would receive the stipend when I retired. In the course of talking to Associated Administrators, to get the details of what I needed to do to file for my pension and to request the monthly stipend of $450.00, I was first told that I was eligible for the stipend but then under review it was determined that since I was in Plan "Y" for my health and welfare benefits and not Plan "J" that I was not eligible. This was the first time I had ever heard about different plans and that I needed to be in Plan "J" to qualify. Even at that union meeting to vote on the July 2017 contract I don't remember anything being said about having to be in a certain plan to qualify. After contacting my union representative, who said it was his and his boss' understanding that I should be eligible for the stipend, he said that I needed to write a letter to the Trustees to appeal the Associated Administrators decision. Let this letter serve as an official appeal of that decision. Thank you for your consideration in this matter and please let me know your decision.

Thank You,

United Food and Commercial Workers Unions
and Participating Employers
Pension Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (410) 683-6500
(800) 638-2972
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (301) 459-3020
(800) 638-2972
www.associated-admin.com

December 29, 2021

Name:
Appeal #: **RAP21/176**

Dear Mr. :

The Fund office has received your recent letter to the Board of Trustees. The appeal is being researched and you will be notified, in writing, of the outcome.

If you should have any questions, you may contact this office.

Sincerely,

Erin Baker

Erin Baker, Appeals Department
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152

FELRA & UFCW HEALTH AND WELFARE FUND PLAN X – FULL TIME

OCT 29 2001

Last Name	First Name	MI	OFFICE USE ONLY Effective	Terminated
			A.	
Address	City	State / 9-digit Zip Code	B.	
			C.	

Telephone	Sex: M/F	Date Employed	Date of Birth	Union No.
		4-22-80		

Your Social Security No.

Company, Job Classification: Metro C.S.

Marital Status ☐ Married ☑ Single ☐ Widowed ☐ Divorced ☐ Separated

Date of Marriage:

Coverage Desired: ☑ Individual ☐ Parent/Child ☐ Husband/Wife ☐ Family

Name of any other health insurance covering you

Policy # Name of Insurance: Employer:

Death Benefits to be paid to (Name/Relationship): (Mother

Beneficiary's Address

Date Signed 10-20-01 Signature

EC 103 REV. 1-1-98

FELRA & UFCW HEALTH AND WELFARE FUND
PLAN X - FULL TIME

MAIL APPLICATION TO:

FELRA AND UFCW HEALTH AND WELFARE FUND
Metro 400 Building, Suite 201
4301 Garden City Drive
Landover, Maryland 20785

LIST BELOW NAMES OF YOUR SPOUSE AND UNMARRIED CHILDREN UNDER 19 YEARS OF AGE WHO ARE TOTALLY DEPENDENT ON YOU.

LIST NAME IN ORDER OF AGE – ELDEST FIRST	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY NO.

A COPY OF YOUR MARRIAGE LICENSE AND/OR DEPENDENT'S BIRTH CERTIFICATE MUST BE INCLUDED WITH THIS APPLICATION

Name any other health insurance covering your dependent(s)
Name _____ Policy No: _____

If coverage was declined on you or any dependent, did you or your dependent receive cash or benefit dollars for declining? ☐ Yes ☐ No If yes, please attach explanation.

I hereby apply for participation in the FELRA & UFCW Health and Welfare Fund Plan X. I understand that this application is subject to my employment with a participating employer and to my being covered by a collective bargaining agreement with a participating union.

I agree to follow the rules and regulations as determined by the Board of Trustees and communicated to me through the FELRA & UFCW Health and Welfare Fund Plan X Summary Plan Description and updates thereto.

I also agree that any physician, hospital or other provider that has made a diagnosis, rendered treatment or provided service in connection with any illness for which hospital, medical or other health care claim is made is authorized to furnish you, upon request, full information and records related to the service. Such information will be confidential.

I certify that I have carefully read both sides of this application and agree to the terms specified. Information provided is complete, true, and correctly recorded.

Signature _____ Date 10-20-01

FELRA AND UFCW HEALTH AND WELFARE FUND PLAN X - FULL TIME
(301) 459-3020 (800) 638-2972

LOCAL 692 AND DEPARTMENT STORES — REGISTRATION

(X) 4/17/84 DEPARTMENT STORE NO. ~~23~~ [redacted] ~~4524~~ 4500 ~~4400~~ 4300

Last Name (Print) | First Name | Initial

Street Address

City | State | Zip Code

Telephone No.

COMPANY: Foodarama Supermarkets

HIRE DATE: 4/19/80

WEEKLY HOURS: 39

SOCIAL SECURITY No.:

BIRTH DATE:

MARRIAGE DATE:

MALE ☑ SINGLE ☑

FEMALE ☐ MARRIED ☐

DEPENDENTS NAME	(X) RELATIONSHIP Spouse	Son	Daughter	BIRTHDATE Month	Day	Year
[redacted]	X					
A 5/81						
B 8/81						
C 11/81						
POL# 25 5/81						

6/84

5

(PLEASE TURN OVER)

FORM NO. 388 REV. 1-80 53025

Please complete and return to Fund Office

Death Benefits
To Be Paid To _____ Relationship Father

Beneficiary's
Address _____

Date
Signed 6/12/81 Signature _____

Plan D 6-8-81 7-29-81 Rx 7-31-87 Rx 11-24-81

Dup. Rx #105 5/4/82

" D Book 1/3/83

Rx mailed Victor 6/13/85

SMM - Eligibility for Shoppers Plans Y20, Y30 & Y40 - See Page 3.

FOR YOUR BENEFIT

UFCW Unions & Participating Employers Health & Welfare Fund

March 2016 Vol. 32, No. 1

www.associated-admin.com

IRS Form 1095-B Sent

The Affordable Care Act is a federal law that requires almost everyone in the United States to have medical coverage. People who don't have at least a minimal level of coverage could have to pay a tax to the Internal Revenue Service (IRS).

In early February 2016, the Fund sent an IRS Form 1095-B to all participants with traditional Fund medical coverage (and Kaiser sent a Form 1095-B to participants covered by the Kaiser HMO). If you are a retiree, you may have received a Form 1095-B directly from Medicare, rather than from Kaiser or the Fund. This form details your medical coverage for each month in 2015 and also lists each covered dependent in your household, if applicable. You may need to refer to this Form when you file your 2015 tax return with the IRS.

You also probably received a Form 1095-C from your employer, which outlines the medical coverage available through your employer in 2015.

Should you have any questions regarding the Form 1095-B, please contact the Fund Office.

Summary of Material Modifications This Issue!

UFCW Unions & Participating Employers Active Health and Welfare Plan*

UFCW Unions & Participating Employers Retiree Health and Welfare Plan*

UFCW Unions & Participating Employers Pension Fund

UFCW Unions & Contributing Employers Legal Benefits Fund

*Benefit Plans of the UFCW Unions and Participating Employers Health & Welfare Fund

Material Modifications

Plan Y20 and Plan Y30 Part Time Participants Employed by Shoppers Can Enroll Dependent Children for Coverage

If you are a part time participant under Plan Y20 or Y30, you may enroll your dependent **children** (but not your spouse) for coverage. However, if you choose to enroll your dependent child(ren), you must pay the full cost of such coverage via payroll deduction.

You are in Plan Y30 if you were hired on or after January 1, 2015. If you were hired before that date, you are in Plan Y20.

Effective January 1, 2016, the cost to add a dependent child/ren is:

Plan	Per Child	3 or More Children
Plan Y20 Part Time	$121.01 per month	$363.03 per month
Plan Y30 Part Time	$118.91 per month	$356.73 per month

Your regular weekly co-payment continues to apply in addition to the cost of dependent child(ren) coverage shown in the table below.

If you are a Plan Y20 or Y30 part time participant the Fund sent you a letter in February, directing you to contact the Fund Office at (800) 638-2972 by March 15 to enroll any dependent children. If you contact the Fund by March 15th, the Fund Office will send you an enrollment form and set up your new payroll deduction effective March 1, 2016. If you do not contact the Fund Office by March 15, 2016, the next opportunity you will have to enroll your dependent child(ren) will be during the November 2016 open enrollment period, for coverage beginning January 1, 2017.

This issue—

The purpose of this newsletter is to explain your benefits in easy, uncomplicated language. It is not as specific or detailed as the formal Plan documents. Those documents always govern.

Summary of Material Modifications

Below are Material Modifications (changes) made to your Plan over the past year. Please read and clip them where indicated so you can keep them with your Summary Plan Description ("SPD") booklet and your other benefits information.

UFCW Unions & Participating Employers Health and Welfare Fund

- **Effective January 1, 2016, Shoppers Plan Y20 and Y30 Part Time Participants Can Enroll Dependent Children for Coverage.** The cost for the coverage is:

Plan	Per Child	3 or More Children
Plan Y20 Part Time	$121.01 per month	$363.03 per month
Plan Y30 Part Time	$118.91 per month	$356.73 per month

Please see page one of this newsletter for complete information.

- **Eligibility for Shoppers Plans Y20, Plan Y30 and Plan Y40**

Please see page three of this newsletter for the complete SMM reflecting changes to eligibility provisions of Plans Y20, Y30, and Y40 for participants who are employed by Shoppers Food Warehouse.

- **Effective December 31, 2015 – Coverage Ends for Non-Medicare Retirees Previously Employed by Shoppers/SuperValu**

As a result of collective bargaining, health and welfare benefits for non-Medicare retirees and their non-Medicare dependents under the UFCW Unions & Participating Employers Health and Welfare Plan and the SuperValu Plan will end ***effective December 31, 2015.*** This means that you and your non-Medicare dependents will no longer receive medical, dental, optical, prescription drug or any other coverage through the Fund.

Instead, you'll be eligible for a monthly Social Security supplemental benefit of $450 from the UFCW Unions and Participating Employers Pension Fund. You will receive this supplemental benefit until you become Medicare-eligible, at which point you will be given a one-time opportunity to enroll in coverage under the UFCW Unions & Participating Employers Health & Welfare Fund's Retiree Health Plan. You may use the supplemental benefit for any purpose, including but not limited to paying for healthcare coverage obtained through a state or federal marketplace.

Who Is Eligible for the Supplemental Benefit?
If you retired before age 65 and are currently eligible for the Fund's pre-Medicare retiree health coverage, you are considered a pre-Medicare retiree and you will be eligible for the $450/month supplemental benefit from the Pension Fund, effective January 1, 2016. Your eligibility for the supplemental benefit will continue until you become eligible for Medicare.

How Does the Supplemental Benefit Work?
If you have direct deposit for your pension check, your supplemental benefit check will be deposited in the same bank account unless you notify the Fund Office in writing that you prefer your supplemental benefit by paper check each month. When you become eligible for Medicare, the supplemental benefit will end and *you will have a one-time opportunity* to enroll in the coverage under the Health and Welfare Fund's Retiree Health and Welfare Plan.

Transition Assistance
While you are not required to use your monthly supplemental benefit from the Pension Fund to help pay for an individual medical plan, that is one option. To assist retirees who are interested in purchasing an individual medical plan through the state or federal healthcare marketplace, the Health & Welfare Fund has contracted with the Woodard Agency, an insurance brokerage firm, to help you understand your coverage options and to help you enroll in medical coverage, if you are interested in doing so. Woodard can also help you find other supplemental coverage, including:

- Dental coverage
- Vision coverage
- Critical illness insurance
- Life insurance.

Medicare Coverage Enrollment
Remember, when you become eligible for Medicare (generally age 65), you'll be eligible to enroll in Medicare supplemental coverage under the Health & Welfare Fund's Retiree Health Plan. Shortly before you become Medicare-eligible, the Retiree Plan will mail you an enrollment form for the Kaiser Permanente Medicare HMO Program, if you are in a Kaiser Permanente area, or the Fund's Medicare supplemental benefits program, if you are not in Kaiser's service area. If you do not enroll by the date specified on that mailing, *you will not have another opportunity to enroll in the future!* That's why it's important to make sure the Fund Office has your most current contact information.

Questions?
Please contact the Fund Office at (800) 638-2972 or the Woodard Insurance Agency at (855) 856- 1600 for more information.

- **Effective January 1, 2016 – Medicare-Eligible Retirees Previously Employed by Shoppers: Monthly Co-Payment Required to Continue Coverage**

As a result of collective bargaining, you will be required to make a monthly co-payment in order to maintain your retiree health and welfare benefits (including medical, prescription drug, optical and dental) through the UFCW Unions and Participating Employers Health and Welfare Fund. The co-payment will be $20 per month for individual coverage, $40 per month for individual plus one, and $60 per month for family coverage, which includes you and two or more of your dependents.