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SEIU National Industry Pension Fund

***Procedures and Policies for the Qualification and Interpretation
of Domestic Relations Orders***

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This booklet details the procedures and policies concerning the interpretation and qualification of Qualified Domestic Relations Orders (QDROs) used by the SEIU National Industry Pension Fund.

This policy statement is intended to clarify the current legislative requirements relating to QDROs, the procedures that the Fund Administrator will follow in qualifying and administering QDROs, and how various QDRO provisions will be interpreted with respect to Plan provisions.

Where capitalized and not otherwise defined herein, terms in this Manual have the meaning set forth in the SEIU National Industry Pension Fund Plan document.

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SECTION 1 – INFORMATION FOR LEGAL COUNSEL, PARTICIPANTS AND ALTERNATE PAYEES

Introduction

In many divorce settlements, a court will order that a share of a Participant's retirement benefits be awarded to an Alternate Payee. This order is called a "Domestic Relations Order" ("DRO"), which means any judgment, decree, or order (including property settlement agreements) relating to child support, alimony, or marital property rights under a state domestic relations law. The DRO may create, recognize or assign to an Alternate Payee the right to receive all or a portion of a Participant's benefits under a qualified pension, profit sharing or stock bonus plan.

A plan may pay benefits directly to an Alternate Payee only in accordance with a DRO that has been determined by that plan to be qualified, a "Qualified Domestic Relations Order" ("QDRO"). While the court's DRO as written is intended to be a QDRO, it is the responsibility of the plan or fund administrator to determine whether the DRO is indeed qualified.

This manual outlines the general procedures the SEIU National Industry Pension Fund ("Fund" or "Plan") and Fund Administrator will follow in order to make this determination. Further, this manual sets forth sample language that may be included in a DRO submitted to the Fund for qualification.

In an effort to expedite the qualification process and under no obligation to do so, the Fund has decided to set forth procedures for the review of a proposed DRO in this manual as well. A proposed DRO is an unsigned document that, when signed by a judge having jurisdiction over the matter, is intended to constitute a DRO as defined above. **Under no circumstances will a proposed DRO place any obligation upon the Fund to segregate or pay any benefits.¹**

It is also strongly suggested that the parties and their legal counsel prepare their proposed DRO pertaining to the Participant's benefits and submit it to the Fund Administrator at the earliest possible date, and then finalize the DRO as promptly as possible after the Fund Administrator has responded with any comments on the proposed DRO. If the Participant should die before a DRO is first entered by the divorce court, the Fund may not be able to honor a DRO to pay benefits to an Alternate Payee. The reason is that on the date of the Participant's death, rights to benefits that are payable with respect to the deceased Participant may vest immediately in individuals other than the Participant.

¹ However, if the Plan receives direction from a court to segregate or suspend benefit payments while an Order is being prepared, assistance and guidance should be obtained from Fund Counsel for a determination as to how to proceed.

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Compliance with a QDRO is not a prohibited assignment or alienation of benefits under the Employee Retirement Income Security Act of 1974, *as amended* (“ERISA”) or the Internal Revenue Code.

Legal Authority

Internal Revenue Code §414(p) and §206(d)(3) of ERISA provide the legal authority at the federal level for the assignment of pension benefits to an Alternate Payee under a Qualified Domestic Relations Order.

Role of the SEIU Fund Administrator

The Fund Administrator is responsible for administering the Plan. The Fund Administrator is not a mediator in marital property disputes and will not give legal advice regarding domestic relations law and the division of marital property. Although a court will determine how to divide a Participant’s retirement benefit, the Fund Administrator will determine whether a DRO satisfies the requirements of a QDRO.

Rehabilitation Plan

Note that certain benefits were prospectively reduced and/or eliminated pursuant to the adoption of the Rehabilitation Plan, including early retirement subsidies, voluntary lump sum distributions, and the Medicare Part B Supplement. As a general rule, therefore, these benefits are not available for division by QDRO for Participants not in pay status before January 1, 2010. They continue to be paid to eligible Participants in pay status on January 1, 2010. Further, certain benefit improvements may not be adopted and pre-retirement survivor benefits are limited to a surviving spouse or Spousal Equivalent while the Fund operates pursuant to the Rehabilitation Plan. Accordingly, reference to such benefits, subsidies, or increases should be carefully considered in light of whether the Participant retired before January 1, 2010, and the specific benefits being paid to the Participant.

Plan Procedures Upon Receipt of a Domestic Relations Order or Proposed Domestic Relations Order

The Fund will comply with the following notice and procedural rules when a DRO (or proposed DRO) is received:

1. Notice of receipt of a DRO (or proposed DRO) and a copy of the Fund’s procedures for determining the qualified status of the DRO (or proposed DRO) will be given to the Participant and each named Alternate Payee.
2. Within a reasonable period after receipt of a DRO (or proposed DRO), the Fund Administrator will determine whether such order is a QDRO (or would constitute a QDRO if it were signed by a judge having jurisdiction over the matter) and provide notice of such determination to the Participant and each named Alternate Payee.

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The following items apply only upon receipt of a **DRO and not upon receipt of a proposed DRO**:

3. During any period in which the issue of whether a DRO is a QDRO is being determined, the Fund Administrator will separately account for the amounts that would have been payable to the Alternate Payee during such period if the order had been determined to be a QDRO until the earlier of:
 - a. such time as the determination as to the qualification of the DRO has been completed, or
 - b. the 18-month “determination period” has expired.

The 18-month determination period is the 18-month period beginning with the date on which the first payment would be required to be made to the Alternate Payee under a DRO.

4. After a DRO is received, a separate file will be set up for the Alternate Payee and a notation will be placed on the Participant’s file as to the existence of an Alternate Payee(s) under a DRO.
5. If a determination that an order is a QDRO is made within the 18-month determination period, then all of the retroactive payments due the Alternate Payee(s) and separately accounted for during such determination period will be paid to such individual(s) with interest, provided that payments were scheduled to start during that period.
6. If a determination is made that an order is not a QDRO, or if the issue cannot be resolved prior to the end of the 18-month period, the parties may submit a modified or new order for determination that it is a QDRO prior to the end of the 18-month period. The Plan will continue to separately account for the amounts that would have been payable to the Alternate Payee until the 18-month determination period has expired.
7. Once the 18-month period has elapsed, and a determination is made that an order is not a QDRO, or if the issue cannot be resolved, then any benefits otherwise payable during such 18-month period shall revert to the person or entity to whom those benefits would be payable in the absence of an order.
8. A determination made after the 18-month period that an order is a QDRO can be applied only prospectively. Thus, if payments have already begun under the Plan, such a QDRO cannot change them retroactively. Note, however, this does not prevent a subsequent order that is determined to be a QDRO from dividing up part or all of the Participant’s benefit that was earned prior to the acceptance of the order.

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SECTION 2 – PREPARING A QUALIFIED DOMESTIC RELATIONS ORDER FOR APPROVAL

Responding to Requests for Participant Information

The Fund Administrator will provide information regarding a Participant's pension if it receives proper authorization as follows:

1. a Participant's written authorization to release information to someone other than the Participant (if there is an approved QDRO, an Alternate Payee will be considered a "Participant" for these purposes); or
2. a *subpoena duces tecum* (a subpoena to produce documents or information) directed to the Plan by a court of competent jurisdiction.

Upon proper request and authorization, the Fund Administrator will provide one benefit estimate as of the Participant's Normal Retirement Date or such other date as requested. **The Fund Administrator will not provide present value calculations.**

Testimony

Neither the Fund Administrator nor its designee will serve as an expert witness with regard to the value of retirement benefits provided under the Plan.

Form of Order

Generally, the Order should contain similar language to that suggested in Attachment 1. Attachment 1 includes sample QDRO language drafted for use in community property states, and sample QDRO language drafted for general use in other states.

Note that this sample QDRO language is provided for the convenience of counsel but is neither the sole language to be included in an Order that is acceptable to the Plan, nor a mandatory form. In addition, it is not intended to be a substitute for the independent judgment and acumen of counsel to the parties.

Attachment 1 will be supplied to the appropriate parties in accordance with the Fund's internal procedures or as requested by a potential Alternate Payee or his or her legal representative.

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Allocating a Portion of a Participant's Benefit

For a DRO to be a QDRO, it must clearly specify which benefits are subject to the Order. Possibilities include, but are not limited to:

1. those benefits accrued during the marriage;
2. those benefits accrued from the beginning of the Participant's participation in the plan through the date of divorce;
3. all benefits accrued through the date of the Order; and
4. any cost-of-living increases, retroactive accrual rate adjustments, 13th check, Medicare Supplement,² etc. to which the Participant may at any time be entitled.

It is possible that a QDRO could order a Participant's entire benefit be paid to one or more Alternate Payees, if that is what the parties so bargain. It is also possible to assign all or a portion of the Surviving Spouse benefits payable on behalf of a Participant in a QDRO entered before the Participant's benefit commencement date. An Order cannot be accepted as a QDRO if it calls for the payment of benefits that are already committed to another Alternate Payee under a prior QDRO.

Note that, in general, accrual rate adjustments, 13th checks and Medicare Supplements are payable only to Participants who retired before January 1, 2010. Many such benefits, increases, and subsidies, were eliminated in accordance with the Rehabilitation Plan, or may not be adopted while the Fund operates under a Rehabilitation Plan.

Requirements for a QDRO

To be accepted as a QDRO, a DRO must meet the following requirements:

1. The DRO **must** be a judgment, decree, or order (including approval of a property settlement agreement) that:
 - a. relates to the provision of child support, spousal support (alimony payments), or marital property rights to a spouse or former spouse, child, or other dependent of a Participant in the Fund;
 - b. is made pursuant to a state domestic relations law (including a community property law); and
 - c. creates or recognizes the existence of the eligible Alternate Payee's right, or assigns to the Alternate Payee the right, to receive all or part of the Participant's benefits under the Fund for a specified period of time.

² Certain retired former BSEPP Participants that retired prior to January 1, 2010, may be entitled to a Medicare Supplement from the Plan to cover Part B premiums.

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2. The DRO **may not** require:
 - a. the payment of any type, form, option or amount of benefit other than those allowed under the Fund,
 - b. the Fund to provide increased benefits over and above those to which the Participant is entitled (determined on the basis of actuarial value), or
 - c. the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another DRO that previously has been determined by the Fund Administrator to be a QDRO.
3. The DRO **must** specify:
 - a. the name and last known mailing address of the Fund Participant and the name and mailing address of each Alternate Payee;
 - b. the amount or percentage of the Participant's benefits to be paid to the Alternate Payee, or the formula by which that amount is to be determined, including, if applicable, how benefits will be affected in the event of the Participant's or Alternate Payee's death both before and after payments to either party have commenced;
 - c. the number of payments or period to which the Order applies; and
 - d. the name of each retirement plan to which the Order applies.
4. The DRO **must not** allow:
 - a. the Alternate Payee to receive his or her share of benefits in the form of a Spousal Pension with a subsequent spouse.
 - b. the Alternate Payee to receive increases to the Participant's benefit (such as cost-of-living increases, or 13th checks) if he or she elects to begin receiving payments before the Participant. However, the DRO may allow the Alternate Payee to receive part or all of such increases to the Participant's benefit once the Participant begins receiving his/her benefit.
5. The DRO **must not** allow or require a Participant to change his or her benefit elections if he or she is in pay status at the time the DRO is accepted as a QDRO.
6. An Alternate Payee can only be a spouse, former spouse, child or other dependent of the Participant.
7. For recordkeeping purposes, the Participant's and Alternate Payee's Social Security Numbers should be provided in writing to the Plan but this information does not need to be included in the DRO or QDRO.

SECTION 3 – INTERPRETING A QUALIFIED DOMESTIC RELATIONS ORDER

Overview

- **What is a Domestic Relations Order (“DRO”)?**

A DRO is any judgment, decree or order (including approval of a property settlement agreement) that:

1. relates to the provision of child support, spousal support (alimony payments) or marital property rights to a spouse, former spouse, child or other dependent of a Participant in the Fund; and
2. is made pursuant to a state domestic relations law (including a community property law).

A State authority must actually issue an order or formally approve a proposed property settlement agreement before it can be a DRO. A property settlement agreement signed by a Participant and the Participant's former spouse or a draft order to which both parties consent is **not a DRO** until the State authority has adopted it as an order or formally approved it and made it part of the domestic relations proceeding.

- **What is a Qualified Domestic Relations Order (“QDRO”)?**

A QDRO is a DRO that the Fund Administrator has determined meets the specific requirements contained in ERISA, 29 USC §1056(d) (ERISA §206(d)) and Internal Revenue Code 26 USC §414(p) (IRC §414(p)). The law requires that the Fund Administrator “qualify” the DRO before it can become effective.

Interpreting a QDRO—Two Ways to Divide a Participant’s Pension Benefit

For a DRO to meet the requirements of a QDRO, it must specify how a Participant’s accrued benefits are to be apportioned between the Participant and the Alternate Payee. The two ways of dividing the benefits are the separate interest method and shared payment method.

1. *Separate Interest Method (Present Value Split)*

A QDRO that creates a “separate interest” divides the Participant’s benefit into two separate parts. The Participant’s benefit that is to be divided may be his or her entire accrued benefit valued as of a date specified in the QDRO or a portion of his or her benefit accrued during a period specified in the QDRO. For these purposes, the Alternate Payee is treated as a separate Participant in the Fund, subject to any limitations expressed in the QDRO. A Separate Interest QDRO usually allows an Alternate Payee to receive his or her benefits in a different form and over a different period than the Participant. A Separate Interest QDRO must indicate the percentage of the Participant’s benefit to which the Alternate Payee is entitled, or specify the formula

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by which that amount is to be determined. A Separate Interest QDRO must also consider the circumstances of the Alternate Payee's death occurring both before and after he or she has commenced benefit payments.

If a QDRO is intended to use the separate interest method, special consideration must be made in determining the Alternate Payee's rights, if any, to other increases to the Participant's benefit. These increases may include, but are not limited to, cost of living increases, 13th check(s), etc. In general, a QDRO cannot allow an Alternate Payee to receive all or part of any such increase not payable to the Participant at the same time. For example, if the Fund elects to provide a cost of living increase to Pensioners after the Alternate Payee has begun receiving payments, but before the Participant has begun receiving payments, that increase will not be payable to the Alternate Payee if it could require the Fund to pay more than it would be required to pay in the absence of the QDRO.

2. Shared Payment Method (Benefit Split)

Alternatively, a QDRO also may use a "shared payment" approach under which each of the Participant's benefit payments are split between the Participant and the Alternate Payee(s). A Shared Payment QDRO may award the Alternate Payee a specific dollar amount or a percentage of the Participant's benefit payments. Generally, if a Participant already is receiving benefit payments when the Fund receives a DRO for review, the only type of division of benefits permissible is a Shared Payment QDRO.

Under a Shared Payment arrangement, a QDRO may limit the period over which the Alternate Payee's benefit may be paid, but may not allow the Alternate Payee to receive payments at a time when the Participant does not. Thus, when the Participant dies and benefit payments cease, payments assigned to the Alternate Payee during the Participant's lifetime also will cease. The Alternate Payee may be eligible for death or spousal survivor benefits if previously (i) was designated after the divorce as the beneficiary for any death benefits (subject to spousal consent of the Participant's subsequent spouse, if any), (ii) was the Participant's spouse under the form of benefit elected at the Participant's benefit commencement date, or (iii) was deemed to be the Participant's Surviving Spouse of all or a portion of the spousal survivor benefits under the terms of the QDRO entered before the Participant's benefit commencement date. In addition, the remainder of any payment guarantee on an Alternate Payee's share will revert to the Participant's share and shall be payable on behalf of the Participant under the terms of the benefit option that the Participant elected. If the Alternate Payee predeceases the Participant, the Alternate Payee's share will revert to the Participant.

When will an Alternate Payee Begin to Receive Benefits?

Benefits are payable to an Alternate Payee only after the Participant first becomes eligible to receive benefits under the Fund. However, in the case of a Separate Interest QDRO, the Participant does not have to actually retire for the Alternate Payee to begin receiving benefits. Assuming the Participant has met all of the service and other Fund requirements, the Alternate Payee under a Separate Interest QDRO may choose to start

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receiving benefits when the Participant becomes eligible for Early Retirement (generally, at age 55) or any time thereafter, but in no event later than the first day of the month following the date on which the Participant reaches age 70 (the Participant's "Required Beginning Date" under the Fund). If the QDRO does not specify a date, and the Alternate Payee does not give the Fund Office written notice of a date, the Alternate Payee will start to receive benefits when the Participant's benefit payment commences.

Notwithstanding the preceding, an Alternate Payee under a Shared Payment QDRO may not begin receiving benefits until the Participant begins to receive benefits.

To determine when an Alternate Payee may begin receiving benefits, the Fund must determine the Participant's eligibility for a pension. Generally, a Participant must be vested and at least age 65 to be eligible for a Normal Retirement Pension. To be eligible for an Early Retirement Pension, a Participant must be vested and at least age 55, but less than age 65. Please see the Summary Plan Description for more details.

Furthermore, in order for the Alternate Payee to begin receiving his or her assigned benefit payments from the Fund when eligible, the Alternate Payee must also submit an Application for QDRO Benefits which may be obtained from the SEIU Benefit Funds Office upon request.

1. Before the Participant's Retirement:

If the Alternate Payee chooses to begin receiving benefit payments before the Participant retires (allowable only under a Separate Interest QDRO) and before the Participant reaches Normal Retirement Age, the benefits will be actuarially reduced as if the Participant retired on that day. This adjustment will be in addition to any actuarial adjustments required under the form of benefit chosen by the Alternate Payee. Unless the QDRO explicitly states otherwise, the Alternate Payee's benefit will not be recalculated at the Participant's subsequent retirement date to include a proportionate share of any actuarial adjustments, accrual rate increases, cost of living adjustments, 13th check, and any other increases to which the Participant may be or become eligible.

Under IRC §72(t)(2)(C), the 10% penalty tax on early distributions from qualified retirement plans does not apply to distributions made to an Alternate Payee under a QDRO.

2. After the Participant's Retirement:

If the Participant has terminated his or her employment and is receiving benefit payments when a QDRO is accepted by the Fund, the Alternate Payee will begin receiving his or her share of the benefit payments as directed in the QDRO upon receipt and approval of his or her Application for QDRO Benefits. (See the question below dealing with whether an Alternate Payee is entitled to a Participant's benefit increases after the Participant is in pay status.)

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If the Participant has terminated employment, but has not yet begun receiving benefit payments at the time a QDRO is accepted, a Separate Interest QDRO may allow an Alternate Payee to delay commencement of his or her benefit payments until he or she wishes, up to the Participant's Required Beginning Date. Under no circumstances will any such delayed payments include actuarial adjustments, accrual rate increases, cost of living adjustments, 13th check, and any other subsidies or increases applied after the Participant commences benefit payments and before the Alternate Payee commences benefit payments.

When Do Payments to the Alternate Payee Stop?

1. Separate Interest QDRO:

Under a Separate Interest QDRO, the Alternate Payee may be given the right to elect any benefit option available under the Fund, except a Spousal Pension with a subsequent spouse. Once the Alternate Payee has elected an authorized form in which benefits are to be paid, payments will continue to the Alternate Payee in accordance with the terms of the benefit option chosen by the Alternate Payee or specified in the QDRO. A Separate Interest QDRO also may define a specific period over which the Alternate Payee is to receive his or her benefits, in which case the Alternate Payee's payments will cease at the end of that period.

2. Shared Payment QDRO:

Under a Shared Payment QDRO, benefit payments to the Alternate Payee will cease (including any payment guarantee) when the Participant's benefit payments cease or as of a particular date stated in the QDRO. This applies whether the Participant's benefit payments cease due to: (i) death of the Participant; (ii) suspension of the Participant's benefit payments; or (iii) distribution of the Participant's entire pension benefit. (The remainder of any payment guarantee on an Alternate Payee's share will revert to the Participant's share and shall be payable on behalf of the Participant under the terms of the benefit option that the Participant elected.)

It is also possible, if the QDRO so provides, for an Alternate Payee to receive survivor benefits under the Fund upon the Participant's death after retirement. (See the discussion below regarding the death of the Participant.)

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What Happens to the Benefits of an Alternate Payee if the Participant's Benefits are Suspended?

The return of a retired Participant to active employment may result in the suspension of pension benefits pursuant to Section 8.10 of the Plan document. For more on the suspension of benefit rules, please see the Summary Plan Description. The effect of this suspension of benefits on the Alternate Payee's benefits is described below.

1. Separate Interest QDRO

In a Separate Interest QDRO, regardless of whether or not a Participant's benefits are suspended, the Alternate Payee's benefit payments will continue in the amount specified in the QDRO in the form of payment the Alternate Payee elected.

2. Shared Payment QDRO

In a Shared Payment QDRO, the Alternate Payee's payments will cease and resume with the Participant's payments. When the Participant's re-retirement pension calculations are made, they will be based on the Participant's age and service without regard to the Alternate Payee's age. When the Participant's benefit payments resume, the Alternate Payee will receive his or her apportioned share of the Participant's re-retirement monthly benefit amount in accordance with the terms of the QDRO.

What if the amount of the Participant's benefit increases after he or she is in pay status?

A QDRO should stipulate whether or not the Alternate Payee will be entitled to a share of any cost-of-living increases, retroactive accrual rate adjustments, 13th check, Medicare Supplement, etc. If a QDRO is silent with respect to these matters, the Fund will return the Order to the parties and request this issue be addressed before qualification.

Language in a QDRO stating that the Alternate Payee shall be entitled to all benefit "subsidies" or "enhancements" should be read to give the Alternate Payee a share of such adjustments. Language in a QDRO awarding the Alternate Payee a share of any "cost of living increases or other enhancements" or language to that effect should also be read as entitling the Alternate Payee to share in any retroactive accrual rate adjustments, 13th checks, Medicare Supplement, etc. Under no circumstances, however, will the Alternate Payee be eligible for these benefits if the Participant does not actually receive the increase or adjustment during the period between the Participant's commencement of monthly benefits and the Alternate Payee's commencement, if later.

Notwithstanding the forgoing, in the case of a Shared Payment QDRO that expresses the Alternate Payee's benefit as a percentage of the monthly benefit payable to the Participant or in the case of a QDRO written in a community property state, the Fund will assume that the Alternate Payee *is* entitled to share in all benefit "subsidies," "enhancements", cost of living increases, accrual rate adjustments, 13th checks, Medicare Supplement, etc. unless the QDRO includes language disallowing the Alternate Payee to such benefits.

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What happens in the event of the Alternate Payee's death?

1. Separate Interest QDRO

In a Separate Interest QDRO, the death of the Alternate Payee does not impact the Participant's benefits (unless the Participant is the designated beneficiary of any remaining benefit). The QDRO should consider the circumstances of the Alternate Payee's death occurring both before and after he or she has commenced benefit payments. Any payments payable after the Alternate Payee commences benefit payments will be made in accordance with the form of payment elected by the Alternate Payee.

While the Fund operates pursuant to the Rehabilitation Plan, pre-retirement survivor benefits are not available on behalf of the Alternate Payee. The QDRO should explain whether the Alternate Payee's assigned portion of the Participant's accrued benefit will revert to the Participant or be forfeited if the Alternate Payee's death occurs before the Alternate Payee commences his or her benefit payments.

2. Shared Payment QDRO

Unless a QDRO provides otherwise, the portion of the Alternate Payee's share of the Participant's benefit payments will revert back to the Participant following the Alternate Payee's death.

What happens in the event of the Participant's death?

1. Separate Interest QDRO

In a Separate Interest QDRO, the death of the Participant does not impact the Alternate Payee's benefits unless the Alternate Payee is the designated beneficiary of any remaining benefit; or the Alternate Payee is designated as the Participant's Surviving Spouse for a portion or all of any post-retirement death benefit. In the case that the Participant died before commencing his or her benefits, the death of the Participant does not impact the Alternate Payee's benefits unless the Alternate Payee is considered the Participant's Surviving Spouse for a portion or all of any pre-retirement death benefit.

2. Shared Payment QDRO

If the Alternate's Payee's portion of the Participant's monthly benefits have not already ceased pursuant to the QDRO, such portion (including any guaranteed payments) will cease upon the death of the Participant. Any remaining guaranteed payments shall revert to the Participant's portion and shall be payable on behalf of the Participant to the Participant's designated beneficiary. Note that the Fund provides that a beneficiary designation of a spouse is automatically voided by the Fund if the parties later divorce. The Participant must update the beneficiary designation form after the divorce in order for the former spouse to continue to be the designated beneficiary for any death benefits (subject to spousal consent of the Participant's subsequent spouse, if any). If the Alternate Payee was the Participant's spouse under the form of benefit elected at the Participant's benefit commencement date, spousal survivor benefits will be payable to the Alternate Payee

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under the terms of the benefit option elected. In addition, if the QDRO so provides and is entered before the Participant's benefit commencement date, the death of the Participant may result in spousal survivor benefits being payable to the Alternate Payee if the Alternate Payee is considered the Participant's Surviving Spouse for a portion or all of any pre-retirement or post-retirement survivor benefits.

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**ATTACHMENT –
SAMPLE QDROS**

Attachment 1 – Sample QDROs

Sample QDRO Number 1 - Sample Language Drafted for the SEIU National Industry Pension Fund (“Plan”) for Community Property States

(NOTE: The following language is sample language pertaining only to the provisions of a DRO affecting qualification in accordance with ERISA §206(d)(3) and IRC §414(p). The sample language is tailored to marriages in the state of California, however the Plan makes no representation as to compliance with the law of California. Responsibility for compliance with California (or any other state’s) law rests on the practitioners representing the Participant and the Alternate Payee. In addition to provisions that may be necessary to suit the specific circumstances of each individual situation, adjustments may be necessary to make it appropriate for community property states outside of California. For non-community property states, and for situations where the Alternate Payee is not the Participant’s spouse, refer to Sample QDRO Number 2. This model language is provided for the convenience of counsel but is neither the sole language to be included in an Order that is acceptable to the Plan, nor a mandatory form. In addition, it is not intended to be a substitute for the independent judgment and acumen of counsel to the parties.)

I. IDENTIFICATION OF RETIREMENT PLAN

1. Plan. This order applies to benefits under the SEIU National Industry Pension Fund (“Plan”).

One of the two following paragraphs should be included:

The Participant is not currently eligible for benefits under the Plan.

OR

The Participant currently is eligible for benefits under the Plan. The Participant [is receiving monthly benefits / has not yet begun to receive benefits] under the Plan.

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II. IDENTIFICATION OF PARTICIPANT AND ALTERNATE PAYEE

2. Names. The names and last known mailing addresses of the parties are as follows:

a. Plan Participant (Employee):

Name: _____

Address: _____

Date of Birth: _____

b. Alternate Payee (Former Spouse):

Name: _____

Address: _____

Date of Birth: _____

The information above should be provided separately for each Alternate Payee entitled to benefits pursuant to this Order. If desired, addresses and dates of birth may be provided in a separate document to protect the parties' privacy. The parties' Social Security Numbers should be provided separately to the Plan Administrator and not included in public court documents.

III. GENERAL PROVISIONS

3. QDRO. This Order is intended to satisfy the requirements of federal law regarding a Qualified Domestic Relations Order ("QDRO"), including ERISA §206(d) and Internal Revenue Code §414(p). This Order is entered pursuant to the California Family Code, Division 6, Part 1, Chapter 6.

Note that an Alternate Payee can only be a spouse or former spouse, child, or other dependent of the Participant.

For community property states besides California, the last sentence of the paragraph above must be changed. For all states, including California, this sample QDRO should be reviewed and adjusted as necessary pursuant to the state authority.

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage to the date of separation specified below:

Date of Marriage: _____

Date of Separation: _____

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5. Definitions.

- a. Effective Date. Any reference hereafter to the Participant's or Alternate Payee's "Effective Date" means the date as of which their benefits are to begin.
- b. Contribution Date. Any reference hereafter to "Contribution Date" means the date, if any, that the Participant first performed service for which a required contribution was paid or payable on his behalf to the Plan.
- c. Other Terms. Other capitalized terms not specifically defined in this Order (e.g. Spousal Pension) shall have the meanings as defined in the Plan document or its rules and regulations.

IV. AMOUNT AND FORM OF BENEFITS TO BE PAID TO ALTERNATE PAYEE

The following method of determining the benefit attributable to the marital period represents only one of many possible ways the parties may wish to determine this benefit. The parties should feel no obligation to adopt this language if it is not representative of the agreement they seek to reach. In addition, please note some of the dates (points in time at which benefits are determined) provided in this sample language below may need to be adjusted if they are inconsistent with the applicable state domestic relations law. Also, if it is not the parties' intention to allow the Alternate Payee to share in subsequent benefit improvements prior to the Effective Date, subparagraph (b) may need to be deleted or adjusted, with the remaining language adjusted as necessary (Please note that adjustments after the Effective Date are addressed in paragraph 8, below).

6. Alternate Payee's Monthly Benefit. The Alternate Payee is hereby awarded a portion of the Participant's retirement benefit, determined as provided in this paragraph 6. The Alternate Payee's Monthly Benefit shall be one-half (1/2) the Total Community Benefit. The Total Community Benefit shall be determined under (a) [and (b)] below:
 - a. [Total] Community Benefit. Using the Plan in effect as of the date of this Order, determine the total monthly pension benefit payable at Normal Retirement Age that accrued between the [date of marriage] and the [date of separation].
 - [b. Subsequent Improvements. Adjust the Community Benefit determined in (a), using the total service or contributions used in calculating the Community Benefit in (a) above and using the applicable formula's improved benefit multiplier, if any, as of the earlier of the Alternate Payee's Effective Date, the Participant's Effective Date and, in the case of a shared payment QDRO, the date of the Participant's death. The recalculated Community Benefit using improved benefit multipliers is the Total Community Benefit.]

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One of the three following options should be used; Option A applies to a Separate Interest QDRO and Option B applies to a Shared Payment QDRO (the latter available only where the benefit is not yet in pay status). Option C should be used in the situation where the benefit is already in pay status to the Participant.

Option A: Separate Interest QDRO

7. Form of Payment. The Alternate Payee shall receive the Alternate Payee's Benefit under [the _____ form of payment / any payment form available to the Participant under the Plan, except in the form of a Spousal Pension with a subsequent spouse]. The Alternate Payee shall commence [his / her] benefit [on / at any time on or after] [insert date or event, such as Participant's earliest retirement age or Normal Retirement Age]. The Alternate Payee must also submit an Application for QDRO Benefits to the Plan Administrator in order to commence [his / her] benefits. Under no circumstances shall the Alternate Payee's Effective Date be earlier than the first date on which the Participant is eligible to receive a benefit under the Plan, or later than the Participant's Required Beginning Date under the Plan. If the Alternate Payee receives [his / her] benefit in a form that provides for survivor benefits, as permitted under this Order, the Alternate Payee may designate a beneficiary to receive those benefits.

Option B: Shared Payment QDRO – Pension Not in Payment Status

7. Form of Payment. The Total Community Benefit will be payable [in the form of a 50% Spousal Pension / any form chosen by the parties], with each party entitled to one-half (½) of the payments made [while the Participant is alive / until some date or event]. The Alternate Payee must also submit an Application for QDRO Benefits to the Plan Administrator in order to commence [his / her] benefits. [Under no circumstances will payments to the Alternate Payee continue beyond the death of the Participant except to the extent the Alternate Payee is the Participant's Surviving Spouse for purposes of the 50% Spousal Pension or any other post-retirement death benefit.]

Option C: Pension Currently in Payment Status – Shared Payment QDRO

7. Form of Payment. The Alternate Payee will be paid a monthly portion of the Participant's benefit, determined as follows:

$$\frac{\text{Participant's monthly Total Community Benefit determined as of the Participant's Effective Date payable in the Plan's Normal Form}}{\text{Participant's total monthly benefit determined as of the Participant's Effective Date payable in the Plan's Normal Form}} \times \text{Participant's monthly benefit as of the Alternate Payee's Effective Date} \times 50\%$$

The Alternate Payee must also submit an Application for QDRO Benefits to the Plan Administrator in order to commence [his / her] benefits.

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V. ALTERNATE PAYEE'S ENTITLEMENT TO INCREASES AND ADJUSTMENTS

8. Retiree Increases. The Alternate Payee [is/is not] entitled to [(his/her) pro rata share/the total value] of [all cost-of-living increases and actuarial adjustments/benefit improvements/accrual rate increases/13th checks/Medicare Supplement *(for Participants in pay status and receiving Medicare Supplement only)* / (name specific increases and/or adjustments)] the Participant receives for [his / her] benefits under the Plan after [his / her] Effective Date.

In the case of a Separate Interest QDRO, the following paragraph should also be included. Please note this paragraph deals with the Alternate Payee's rights to a portion of any subsequent benefit improvements, increases or other adjustments:

In the event that the Alternate Payee's Effective Date is after the Participant's Effective Date, the Alternate Payee's Benefit shall be calculated without any active accrual rate increases, Retiree benefit improvements or other such adjustments (such as 13th checks, or cost of living adjustments) enacted after the Participant's Effective Date. After the Alternate Payee's Effective Date, [his / her] subsequent entitlement to increases and adjustments is addressed above.

VI. EFFECT OF EITHER PARTY'S DEATH ON ALTERNATE PAYEE'S ENTITLEMENT TO BENEFITS

The following language applies to the Separate Interest Approach. Typically, if the suggested language in (9) below is adopted so that the Alternate Payee's entitlement to benefits is not changed by the Participant's death, the parties may not wish to entitle the Alternate Payee to survivor benefits under paragraph (11) below.

9. Participant's Death. The Participant's death, whether before or after commencement of the Alternate Payee's benefit, shall not affect the Alternate Payee's rights to [his / her] benefit. Notwithstanding the foregoing, if the Alternate Payee is entitled to commence [his / her] benefit as of the Participant's earliest retirement age, this shall be determined based on (a) the Participant's service as of date of death, and (b) the Participant's age as if [he / she] still were living.
10. Alternate Payee's Death. Should the Alternate Payee die before [he / she] has commenced receiving benefits, the Alternate Payee's share [shall revert to the Participant / shall be forfeited]. Should the Alternate Payee die after [he / she] has commenced receiving benefits, the form of benefit elected by the Alternate Payee shall determine whether any amounts are owed to any beneficiary upon the Alternate Payee's death.

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The following language applies to the Shared Payment Approach.

9. Participant's Death. If they have not already ceased for some other reason, the Alternate Payee's payments shall cease upon the death of the Participant.
10. Alternate Payee's Death. In the event that the Alternate Payee predeceases the Participant, the Alternate Payee's monthly payments shall revert to the Participant.

VII. TREATMENT OF ALTERNATE PAYEE AS PARTICIPANT'S SURVIVOR

11. Survivor Benefits. If Participant dies prior to retirement and Alternate Payee has not already begun receiving payment of [his / her] share (as provided in paragraph 7), the Alternate Payee [shall / shall not] be considered as the Participant's survivor, or surviving spouse, for [all survivor benefits / name survivor benefits] payable with respect to [all of / the Alternate Payee's portion of/ ____% of] the survivor benefits payable on behalf of the Participant under the Plan. The survivor benefits will be [in lieu of / in addition to] the benefit (if any) the Alternate Payee would be receiving under Article IV and V of this Order.

[For the Shared Payment approach] If the Alternate Payee is named as the surviving spouse for a post-retirement death benefit, the benefit awarded to the Alternate Payee under Article IV and V will cease at the Participant's death, and the Alternate Payee will commence receiving the awarded survivor benefit instead.

VIII. MISCELLANEOUS

12. Conditions Precedent. No benefits are payable under this Order unless the following two conditions are met:
 - a. The Plan Participant has a vested benefit under the Plan, and
 - b. The Plan has been served with a valid, signed copy of this Order and has determined that it is a QDRO as that term is defined under federal law.
13. Maximum Benefits. If the Participant's total Plan benefit would exceed the maximum benefit limitations of Internal Revenue Code §415, the benefit not payable as a result of the application of that Section shall be allocated between the Participant and the Alternate Payee. The Alternate Payee's share of the amount not payable shall be a fraction of the amount not payable, the numerator of which is one-half (1/2) of the Total Community Benefit as determined under paragraph 6, and the denominator of which is the Participant's total benefit, including the Total Community Benefit.
14. Participant's Residual Benefits. Any benefits under the Plan not assigned to the Alternate Payee under this Order (or to another alternate payee pursuant to some other order) shall be the sole and separate property of the Participant.

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15. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this Order be interpreted as requiring the Plan to:
- a. Require the payment of benefits to the Alternate Payee already assigned to another alternate payee under a prior QDRO,
 - b. Require the Plan to provide benefits with a greater actuarial value than the Plan would pay absent the Order,
 - c. Require the Plan to pay any benefits with respect to a non-vested Participant, or
 - d. Require the Plan to pay any benefits in any form or option not otherwise provided under the Plan. However, as provided above, this Order may require that payments to the Alternate Payee begin on or after the Participant's earliest retirement age, even if the Participant does not retire at that time. If the Alternate Payee's benefits are to commence before the Participant's Effective Date, then:
 - i. the computation will only take into account the present value of benefits actually accrued as of the Alternate Payee's Effective Date,
 - ii. the Alternate Payee's Benefits may not be paid in the form of a Spousal Pension with a subsequent spouse, and
 - iii. for purposes of this Order, the Participant's "earliest retirement age" means the earlier of:
 1. the date on which the participant is entitled to a distribution under the plan, or
 2. the later of:
 - b. the date the participant attains age 50, or
 - c. the earliest date on which the participant could begin receiving benefits under the plan if the participant separated from service.

Attachment 1 – Sample QDROs (cont’d)

**Sample QDRO Number 2 - Sample Language Drafted for the SEIU
National Industry Pension Fund (“Plan”) for General Use**

*(NOTE: The following language is sample language pertaining **only to the provisions of an order affecting qualification in accordance with ERISA §206(d)(3) and IRC §414(p)**. Additional provisions may be necessary to suit the specific circumstances of each situation. For community property states, refer to Sample 1. This model QDRO language has not been prepared to comply with the laws of any particular state; this model QDRO language is provided for the convenience of the parties and must be modified by the practitioner to comply with applicable state law. No representations are made that this model QDRO language complies with the law of any state; this model QDRO language may not meet the needs of the participant and the alternate payee; it can be modified to meet the needs of the parties or applicable state law. In addition, it is not intended to be a substitute for the independent judgment and acumen of counsel to the parties.)*

I. IDENTIFICATION OF RETIREMENT PLAN

1. Plan. This Order applies to benefits under the SEIU National Industry Pension Fund (“Plan”).

One of the two following paragraphs should be included:

The Participant is not currently eligible for benefits under the Plan.

OR

The Participant currently is eligible for benefits under the Plan. The Participant [is receiving monthly benefits / has not yet begun to receive benefits] under the Plan.

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II. IDENTIFICATION OF PARTICIPANT AND ALTERNATE PAYEE

2. Names. The names and last known mailing addresses of the parties are as follows:

a. Plan Participant (Employee):

Name: _____

Address: _____

Date of Birth: _____

b. Alternate Payee (Former Spouse):

Name: _____

Address: _____

Date of Birth: _____

The information above should be provided separately for each Alternate Payee entitled to benefits pursuant to this Order. If desired, addresses and dates of birth may be provided in a separate document to protect the parties' privacy. The parties' Social Security Numbers should be provided separately to the Plan Administrator and not included in public court documents.

III. GENERAL PROVISIONS

3. QDRO. This order is intended to satisfy the requirements of federal law regarding a Qualified Domestic Relations Order ("QDRO"), including ERISA §206(d) and Internal Revenue Code §414(p). This Order is entered pursuant to §[applicable state law citation].

Note that an Alternate Payee can only be a spouse or former spouse, child, or other dependent of the Participant.

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage to the date of separation specified below:

Date of Marriage: _____

Date of Separation: _____

5. Definitions.

a. Effective Date. Any reference hereafter to the Participant's or Alternate Payee's "Effective Date" means the date as of which their benefits are to begin.

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- b. Contribution Date. Any reference hereafter to “Contribution Date” means the date, if any, that the Participant first performed service for which a required contribution was paid or payable on his behalf to the Plan.
- c. Other Terms. Other capitalized terms not specifically defined in this Order (e.g. Spousal Pension) shall have the meanings as defined in the Plan document or its rules and regulations.

IV. AMOUNT AND FORM OF BENEFITS TO BE PAID TO ALTERNATE PAYEE

The following method of determining the benefit attributable to the marital period and adjusting that benefit for any changes in the Plan’s benefit formula through the Alternate Payee’s Effective Date represents only one of many possible ways the parties may wish to determine this benefit. The parties should feel no obligation to adopt any of this language if it is not representative of the agreement they seek to reach. In addition, please note some of the dates (points in time at which benefits are determined) provided in this sample language below may need to be adjusted if they are inconsistent with the applicable state domestic relations law. Also, if it is not the parties’ intention to allow the Alternate Payee to share in subsequent benefit improvements prior to the Effective Date, subparagraph (b) may need to be deleted or adjusted, with the remaining language adjusted as necessary (Please note that adjustments after the Effective Date are addressed in paragraph 8, below). For convenience, we have also included model language for a time-weighted benefit calculation.

6. Alternate Payee’s Monthly Benefit.

The Alternate Payee is hereby awarded a portion of the Participant’s retirement benefit, determined as provided in this paragraph 6. The Alternate Payee’s Monthly Benefit shall be [\$ _____ / _____ %] of the Total Marital Benefit. *[If the Alternate Payee is assigned a fixed dollar amount each month or a fixed percentage of the Participant’s benefit under a Shared Payment QDRO, the remainder of this paragraph 6 should be adjusted as necessary.]* The Total Marital Benefit shall be determined under (a) [and (b)] below:

- a. [Total] Marital Benefit. Using the Plan in effect as of the date of this Order, determine the total monthly pension benefit payable at Normal Retirement Age that accrued between the [date of marriage] and the [date of separation].
- [b. Subsequent Improvements. Adjust the Marital Benefit determined in (a), using the total service or contributions used in calculating the Marital Benefit in (a) above and using the applicable formula’s improved benefit multiplier, if any, as of the earlier of the Alternate Payee’s Effective Date, the Participant’s Effective Date and, in the case of a Shared Payment QDRO, the date of the Participant’s death. The recalculated Marital Benefit using improved benefit multipliers is the Total Marital Benefit.]

OR

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6. Alternate Payee's Monthly Benefit. The Alternate Payee hereby is assigned a portion, determined in accordance with the following formula, of the Participant's normal retirement benefits.

$$\frac{\text{Months of participation between [date, such as date of marriage] and [date, such as date of separation]}}{\text{Months of participation as of [date or event, such as effective date of Alternate Payee's benefit]}} \times \text{Participant's monthly benefit as of the Alternate Payee's Effective Date} \times \text{[]}\%$$

One of the following options should be used; Option A applies to a Separate Interest QDRO and Option B applies to a Shared Payment QDRO. If the benefit is already in payment status, the Shared Payment Optional language should be used. If the benefit is not already in payment status, either option may be chosen.

Option A: Separate Interest QDRO

7. Form of Payment. The Alternate Payee shall receive [his / her] benefit under [the _____ form of payment / any payment form provided under the Plan, except in a Spousal Pension with a subsequent spouse]. The Alternate Payee shall commence [his / her] benefit [on / at any time on or after] [date or event, such as Participant's earliest retirement age or Normal Retirement Age]. The Alternate Payee must also submit an Application for QDRO Benefits to the Plan Administrator in order to commence [his / her] benefits. Under no circumstances shall the Alternate Payee's Effective Date be earlier than the first date on which the Participant is eligible to receive a benefit under the Plan, or later than the Participant's Required Beginning Date under the Plan. If the Alternate Payee receives [his / her] benefit in a form that provides for survivor benefits, as permitted under this Order, the Alternate Payee may designate a beneficiary to receive those benefits.

Option B: Shared Payment QDRO

7. Form of Payment. The Alternate Payee shall receive [his / her] monthly payments from [date] until [date or event, such as death of either party], but, in any event, not beyond the date of death of the Participant. The Alternate Payee must also submit an Application for QDRO Benefits to the Plan Administrator in order to commence [his / her] benefits.

If the Pension is currently in pay status the Plan will only accept a Shared Payment QDRO. If the QDRO will require the Participant to elect a certain form of payment, that should also be indicated in this paragraph.

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V. ALTERNATE PAYEE'S ENTITLEMENT TO INCREASES AND ADJUSTMENTS

8. Retiree Increases. The Alternate Payee [is / is not] entitled to [(his / her) pro rata share / the total value] of [all cost-of-living increases and actuarial adjustments / benefit improvements / accrual rate increases / 13th checks, Medicare Supplement (*for Participants in pay status only*) / (name specific increases and/or adjustments)] the Participant receives for [his / her] benefits under the Plan before or after [his / her] Effective Date.

In the case of a Separate Interest QDRO, the following paragraph should also be included. Please note this paragraph deals with the Alternate Payee's rights to a portion of any subsequent benefit improvements, increases or adjustments:

In the event that the Alternate Payee's Effective Date is prior to the Participant's Effective Date, the Alternate Payee's Benefit shall be calculated without any early retirement subsidies that may be available to the Participant had [he/she] elected the same Effective Date. If the Participant does subsequently retire with an early retirement subsidy, the Alternate Payee's monthly benefits [will/will not] be subsequently recalculated to include [his/her] pro-rata portion of such subsidy. Otherwise, the amount of the Alternate Payee's monthly benefit will not subsequently change[, except to the extent Retiree benefit improvements or other such adjustments (such as 13th checks, or cost of living adjustments) are implemented after the Participant's Effective Date or death].

In the event that the Alternate Payee's Effective Date is after the Participant's Effective Date, the Alternate Payee's Benefit shall be calculated without any active accrual rate increases, Retiree benefit improvements or other such adjustments enacted after the Participant's Effective Date. After the Alternate Payee's Effective Date, [his / her] subsequent entitlement to increases and adjustments is addressed above.

VI. EFFECT OF EITHER PARTY'S DEATH ON ALTERNATE PAYEE'S ENTITLEMENT TO BENEFITS

The following language applies to the Separate Interest Approach. Typically, if the suggested language in (9) below is adopted so that the Alternate Payee's entitlement to benefits is not changed by the Participant's death, the parties may not wish to entitle the Alternate Payee to survivor benefits under item (11) below.

9. Participant's Death. The Participant's death, whether before or after commencement of the Alternate Payee's benefit, shall not affect the Alternate Payee's rights to [his / her] benefit. Notwithstanding the foregoing, if the Alternate Payee is entitled to commence [his / her] benefit as of the Participant's earliest retirement age, this shall be determined based on (a) the Participant's service as of date of death, and (b) the Participant's age as if [he / she] still were living.
10. Alternate Payee's Death. Should the Alternate Payee die before [he / she] has commenced receiving benefits, the Alternate Payee's share [shall revert to the Participant / shall be forfeited]. Should the Alternate Payee die after [he / she] has

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commenced receiving benefits, the form of benefit elected by the Alternate Payee shall determine whether any amounts are owed to any beneficiary upon the Alternate Payee's death.

The following language applies to the Shared Payment Approach.

9. Participant's Death. If they have not already ceased for some other reason, the Alternate Payee's payments shall cease upon the death of the Participant.
10. Alternate Payee's Death. In the event that the Alternate Payee predeceases the Participant, the Alternate Payee's monthly payments shall revert to the Participant.

VII. TREATMENT OF ALTERNATE PAYEE AS PARTICIPANT'S SURVIVOR

11. Survivor Benefits. If Participant dies prior to retirement and Alternate Payee has not already begun receiving payment of [his / her] share (as provided in paragraph 7) the Alternate Payee [shall / shall not] be considered as the Participant's survivor, or surviving spouse, for [all survivor benefits / name survivor benefits] payable with respect to [all of / the Alternate Payee's portion of/ ____% of] the survivor benefits payable on behalf of the Participant under the Plan. The survivor benefits will be [in lieu of / in addition to] the benefit (if any) the Alternate Payee would be receiving under Article IV and V of this Order.

[For the Shared Payment approach, note the following: If the Alternate Payee is named as the surviving spouse for a post-retirement death benefit, the benefit awarded to the Alternate Payee under Article IV and V will cease at the Participant's death, and the Alternate Payee will commence receiving the awarded survivor benefit instead.]

VIII. MISCELLANEOUS

12. Conditions Precedent. No benefits are payable under this Order unless the following two conditions are met:
 - a. The Plan Participant has a vested benefit under the Plan, and
 - b. The Plan has been served with a valid, signed copy of this Order and has determined that it is a QDRO as that term is defined under federal law.
13. Maximum Benefits. If the Participant's total Plan benefit would exceed the maximum benefit limitations of Internal Revenue Code §415, the benefit not payable as a result of the application of that Section shall be allocated between the Participant and the Alternate Payee on a pro-rata basis.
14. Participant's Residual Benefits. Any benefits under the Plan not assigned to the Alternate Payee under this Order (or to another alternate payee pursuant to some other order) shall be the sole and separate property of the Participant.

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15. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this Order be interpreted as requiring the Plan to:
- a. Require the payment of benefits to the Alternate Payee already assigned to another alternate payee under a prior QDRO,
 - b. Require the Plan to provide benefits with a greater actuarial value than the Plan would pay absent the Order,
 - c. Require the Plan to pay any benefits with respect to a non-vested Participant, or
 - d. Require the Plan to pay any benefits in any form or option not otherwise provided under the Plan. However, as provided above, this Order may require that payments to the Alternate Payee begin on or after the Participant's earliest retirement age, even if the Participant does not retire at that time. If the Alternate Payee's benefits are to commence before the Participant's Effective Date, then:
 - i. the computation will only take into account the present value of benefits actually accrued as of the Alternate Payee's Effective Date,
 - ii. the Alternate Payee's Benefits may not be paid in the form of a Spousal Pension with a subsequent spouse, and
 - iii. for purposes of this Order, the Participant's "earliest retirement age" means the earlier of:
 1. the date on which the participant is entitled to a distribution under the plan, or
 2. the later of:
 - a. the date the participant attains age 50, or
 - b. the earliest date on which the participant could begin receiving benefits under the plan if the participant separated from service.