



# QDRO Consultants

your partner in QDRO and QMCSO services

3071 Pearl Road  
Medina, OH 44256

[jjorfida@qdros.com](mailto:jjorfida@qdros.com)

[qdros.com](http://qdros.com)

June 18, 2020

Kevin Brewer  
330 S. Negley Ave.  
Pittsburgh, PA 15232

Re: Brewer v. Brewer - Qualified Domestic Relations Order ("QDRO")

Dear Mr. Brewer:

JPMorgan Chase utilizes the services of QDRO Consultants for the review and administration of Qualified Domestic Relations Orders pertaining to their ERISA governed, qualified retirement plans. After reviewing the file in the subject case, we find that there has been no activity since January 18, 2019, nor has the company received an executed DRO in this case.

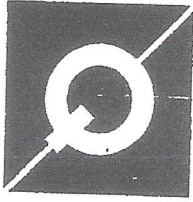
This is to advise you that the administrative hold period applicable to the QDRO Authorization for Release of Qualified Plan Information forwarded on January 11, 2019, concerning your benefits under the **JPMorgan Chase 401(k) Savings Plan**, will expire in 30 days.

Therefore, pursuant to the requirements of ERISA, the Internal Revenue Code, and the terms of the Plan, the administrative hold on Mr. Brewer's benefit under the Plan must be removed. If within thirty (30) days from the date of this letter, we are not contacted by the parties informing us of their intent to finalize the QDRO, we will close our files on the matter and release the hold on your benefits under the Plan. You will not receive any further notification once the holds have been removed. Please understand that the removal of the hold codes will allow the you to request any withdrawals, transfers, loans and/or distributions otherwise permitted under the terms of the Plan.

Sincerely,

James Iorfida  
[jjorfida@qdros.com](mailto:jjorfida@qdros.com)

cc: Justin Kissner Esq.  
JPMorgan Chase



qdrs.com

QDRS Consultants  
3071 Pearl Road  
Medina, OH 44256

CLEARWATER  
33761  
FL 33761

Justin Kissner  
Attorney at Law  
26750 US 19 North  
Suite 100  
Clearwater, FL 33761



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# JPMorgan Chase 401(k) Savings Plan

## QDRO Procedures and Guidelines

### **GENERAL PROCEDURES AND POLICIES REGARDING THE ADMINISTRATION OF QUALIFIED DOMESTIC RELATIONS ORDERS**

#### **QDRO Consultants Co. as Designated Review Agent**

The Plan Administrator for the JPMorgan Chase 401(k) Savings Plan has delegated to *QDRO Consultants Co.* the authority to determine whether a domestic relations order ("DRO") is a qualified domestic relations order ("QDRO"). Copies of each DRO relating to the *JPMorgan Chase 401(k) Savings Plan*, the qualified ERISA-governed savings plan ("Plan") sponsored by *JPMorgan Chase & Co.*, should be forwarded to *QDRO Consultants Co.* along with any associated correspondence relative to the DRO. All pertinent documentation and requests for QDRO information should be addressed to:

**QDRO Consultants Co.**  
3071 Pearl Road  
Medina, OH 44256  
Attn: JPMorgan Chase QDRO Compliance Team  
Phone: (800) 527-8481  
Fax: (330) 722-2735

#### **Review of Draft DROs**

*QDRO Consultants Co.* will review a draft DRO before it is executed by the court. Please feel free to have the DRO pre-approved before it is signed by the judge. During this review period, the Plan recordkeeper will place a hold on the Participant's account balance under the Plan in order to prevent payment of such benefits to the Plan Participant.

#### **Six (6) Month Holds for Draft DROs**

Upon initial receipt by *QDRO Consultants Co.* of a draft DRO that purports to be a QDRO, a Hold will be placed on the Participant's account under the Plan. The Hold will remain in effect for six months during which time the Participant will be prohibited from



applying for, or receiving any withdrawals, loans or distributions under the Plan. However, this does not prohibit the Plan Participant from making investment choices during the hold period(s). If a "certified" QDRO is not received within such six-month period, the Hold will be removed from the Participant's account, and he/she may apply to receive benefits in accordance with the terms of the Plan.

**Important Note Regarding Six-Month Hold:** The purpose of the Six-Month Hold is to encourage the parties and their attorneys to finalize the QDRO process in a timely manner. It is not meant to be a tool employed by a Plan Participant to delay the QDRO process in order to receive funds otherwise intended for the Alternate Payee. Therefore, QDRO Consultants Co., in its sole discretion, may reinstate a Six-Month Hold at any time if it appears that one of the affected parties (or their respective legal counsel) is still actively pursuing a QDRO to divide the Participant's benefits under the Plan.

### **Review of Executed DROs that Purport to be QDROs**

Upon initial receipt by *QDRO Consultants Co.* of a certified DRO that purports to be a QDRO, it will review the order to determine its qualified status as a QDRO in accordance with federal law. During this qualification review period, the Plan recordkeeper, at the direction of *QDRO Consultants Co.*, will place a hold on the Participant's account balance under the Plan in order to prevent payment of such benefits to the Plan Participant.

### **Notification of Rejected DROs**

Once *QDRO Consultants Co.* reviews the DRO, it will notify the Participant, each Alternate Payee, and/or their respective designated representatives, in writing, of the determination as to the qualified status of the DRO. If the DRO is rejected, the notification letter will include the reasons why the DRO failed to qualify, along with sample QDRO forms, if necessary. The purpose of this letter is to assist the parties' legal counsel in expediting the QDRO approval process.

### **Notification of Approved DROs (The "Interpretation Letter")**

If the DRO is deemed to qualify as a QDRO, *QDRO Consultants Co.* will notify the parties regarding the DRO's approval as a QDRO and will distribute an "Interpretation Letter" to all parties setting forth how the order is being interpreted and will be implemented.



## **Scope of Discussions with QDRO Consultants Co. Regarding QDRO Fairness and Equitability Issues**

**QDRO Consultants Co.** will avoid discussing fairness or equitability issues regarding the division of benefits under a QDRO. It is the responsibility of the parties' legal counsel to negotiate the substantive provisions of a QDRO. **QDRO Consultants Co.** will limit its review to the technical requirements for QDROs as set forth under ERISA and Section 414(p) of the Internal Revenue Code.

## **Correcting or Terminating Payments**

The Plan will retain any rights it may have under its terms to suspend or terminate payments to the Alternate Payee and Participant provided that either Participant or Alternate Payee may contest such suspension or termination through any administration remedies available under the Plan. Payments by the Plan pursuant to the QDRO will be without prejudice to any right the Plan has under applicable law to seek recoupment or offset for overpayment. If the Plan pays one party a portion of the other party's benefits under the Plan and the QDRO, the party receiving the overpayment will return that portion to the Plan, which in turn, will pass that portion on to the other Party.

## **QDROs Issued After Death of Participant or Alternate Payee**

A DRO will not fail to be treated as a QDRO solely because it was received by QDRO Consultants Co. after the death of the Participant or Alternate Payee. For example, if an attorney submits a *draft* DRO for pre-approval and the Participant or Alternate Payee dies before the DRO is executed by the Court, QDRO Consultants Co. would honor a certified QDRO submitted after the Participant's or Alternate Payee's death assuming that it otherwise satisfies the requirements of a QDRO.

## **QDRO Authorization for Release of Qualified Plan Information**

**QDRO Consultants Co.** will provide information regarding 401(k) plan benefits. This will be provided if the Plan participant has signed the JPMorgan Chase QDRO Authorization for Release of Qualified Plan Information (the "Authorization") to release the information. In the absence of such Authorization, a subpoena or court order is required for information concerning benefits to be released. If you cannot provide an Authorization, subpoena or court order, QDRO Consultants Co. will accept other documentation that reasonably establishes that the request is being made in connection with a domestic relations proceeding ("Other Documentation"), such as but not limited to, a divorce decree.

QDRO Consultants Co. will only provide factual information concerning the Participant's benefits and the terms of the Plan(s). If any of the parties are unsure as to the legal

requirements for a QDRO, they should consult with their legal advisors.

(1) The authorization must be in such form as the Plan Administrator in its sole discretion may prescribe. The "QDRO Authorization for Release of Qualified Plan Information" is attached hereto.

(2) If QDRO Consultants Co. receives written notice or the Authorization form or subpoena (or court order) that a Participant's benefits may be subject to a QDRO or that a QDRO is forthcoming, and if the Participant's benefit is not already in pay status, QDRO Consultants Co. will take such actions as necessary to maintain the status of the Participant's accrued benefit pending a final decision concerning the QDRO. The Plan recordkeeper will place a "hold" on the Participant's benefit under the Plan. This means that the Participant will not be eligible to obtain any distributions, withdrawals, or loans until such time that the hold is removed. However, a Plan Participant will be permitted to reallocate and/or transfer his/her account balance among the investment funds under the Plan.

### **Successor Alternate Payees Are Not Permitted**

A QDRO will not be accepted if it includes language providing for a "Successor Alternate Payee" in the event of the death of the primary Alternate Payee. In other words, the DRO may not attempt to substitute any other individual(s) to "step into the shoes" of the Alternate Payee should such Alternate Payee die before his/her benefits commence. However, if at the time of the Alternate Payee's death, another individual, such as a child of the Participant, for example, is entitled to support or arrearage payments, and qualifies in his/her own right as an Alternate Payee (as defined by law), a new QDRO may be submitted at that time.



# QDRO PROCEDURES AND GUIDELINES

## *JPMorgan Chase 401(k) Savings Plan*

The following items should be addressed in a QDRO

- 1. **Names and Addresses:** Names and last known mailing addresses of the Participant and Alternate Payee must be included in the DRO;
- 2. **Social Security Numbers:** Social security numbers of the Participant and Alternate Payee may be included in the DRO or provided under separate cover for privacy;
- 3. **Dates of Birth:** Birth dates of the Participant and Alternate Payee may be included in the DRO or provided under separate cover for privacy;
- 4. **Official Name of Plan:** The DRO must include the specific, legal name of the Plan which is the JPMorgan Chase 401(k) Savings Plan;
- 5. **Amount of Alternate Payee's Benefits:** Amount of Participant's vested account balance payable to the Alternate Payee stated either as a lump-sum dollar amount or percentage;
- 6. **Commencement Date:** The DRO should include language that allows the Alternate Payee the right to elect to commence his/her benefits following the date that the QDRO is approved.
- 7. **Duration of Benefit Payments:** The DRO must clearly state that the Alternate Payee is to receive his/her share of the benefits in a lump sum distribution;
- 8. **Death of the Alternate Payee:** The DRO must state that upon the death of the Alternate Payee prior to receipt of the distribution by the Alternate Payee, the Plan shall distribute such benefits to the Alternate Payee's beneficiary or, in the absence of such beneficiary designation, to his/her estate.
- 9. **Death of the Participant:** In the event of the death of the Participant after qualification, but prior to the receipt of a distribution to the Alternate Payee, the Alternate Payee will still be entitled to the benefits assigned under the QDRO.



### **Investment Earnings/Losses**

The Alternate Payee must be provided with investment gains/losses attributable to his/her assigned share of the benefits from the date of assignment to the date of segregation. If the QDRO is silent with respect to the assignment of investment gains/losses, the QDRO will be rejected. Once the Alternate Payee's share of the benefits are segregated into a separate account under the Plan, his/her benefits will bear any associated gains and/or losses, subject to the Alternate Payee's investment elections, from the segregation date to the date of distribution.

### **Allocation of Alternate Payee's Benefits Among Participant's Accounts**

The QDRO should include language that indicates that the Alternate Payee's share of the benefits, whether stated in terms of a fixed dollar amount or a percentage of the total account balance, shall be allocated on a "*pro-rata*" basis, in accordance with Plan procedures, among all of the Participant's subaccounts and/or investment funds (excluding the Participant's loan fund, if any) maintained on his/her behalf under the Plan as of the date of segregation. If the QDRO is silent in this regard, the QDRO will be rejected.

### **Investment Direction of Alternate Payee's Benefits**

The QDRO must include language that indicates that the Alternate Payee's share of the benefits shall be invested into the same funds and in the same proportion as the Participant's account. If the QDRO is silent with respect to the initial investment of the Alternate Payee's benefits, the QDRO will be rejected.

Following the segregation of the Alternate Payee's share of the vested benefits into a separate account under the Plan, the Alternate Payee may exercise his/her investment rights with respect to his/her account under the Plan.

### **Commencement of Benefits by the Alternate Payee**

Once *QDRO Consultants Co.* approves a QDRO, the Alternate Payee's assigned benefit will be segregated from the Participant's vested benefit. Once the Alternate Payee is entitled to commence benefits, he/she will be notified when the benefit has been segregated to a separate account. In order to commence benefits, the Alternate Payee must contact the *401(k) Savings Plan Call Center at 1-866-JPMC401k (1-866-576-2401)* to obtain the appropriate instructions to complete a distribution based on the Plan distribution requirements.

## **Restriction on Retroactive Dates of Assignment**

The Plan recordkeeper is unable to calculate accumulated earnings and losses on a Participant's account or benefits for any period prior to the date it became the recordkeeper for the Plan. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits prior to the recordkeeper's start date, the recordkeeper will be unable to calculate the division. Accordingly, the QDRO submitted must be amended to provide for a date of division that is on or after the date of the recordkeeper's start date.

If the Participant was an employee of a heritage company, the Plan recordkeeper is not able to obtain account balance information or calculate gains/losses on any participant accounts for periods prior to the conversion date. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits as of a date prior to the conversion date of the heritage company, please understand that the QDRO submitted must be amended to provide for a date of division that is on or after the conversion date.

## **Outstanding Participant Loans**

The QDRO must include language regarding any outstanding loans the Participant may have under the Plan. The QDRO must indicate whether the loan will be *included in* or *excluded from* the Participant's vested account balance when calculating the Alternate Payee's share of the benefits.

If the Participant has an outstanding loan under the Plan and the DRO is silent with respect to the loan(s), the DRO will be rejected.



**Model QDRO Language for the  
JPMorgan Chase 401(k) Savings Plan**

Important information! Please read carefully. This model QDRO satisfies the technical requirements for QDROs under ERISA and the Internal Revenue Code. It is only intended to assist in expediting the QDRO approval process. It is not meant to be a substitute for expressing the intent of the parties or the negotiated terms of a separation agreement regarding the division of the participant's benefits. It is the responsibility of the drafting party to properly define the terms of the applicable QDRO. Please modify the provisions of the model QDRO to the extent necessary to conform to the intent of the parties.

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. **Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's vested benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 401 of the Internal Revenue Code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.

2. **Participant Information:** The name, last known address, social security number and date of birth of the Plan "Participant" is:

Name: Kevin Brewer ("Participant")

Address: 330 S. Negley Ave, Pittsburgh, PA 15237

Social Security Number: 067-54-3796

Birth Date\*: 01-05-1962

**Participant's Attorney Information:**

Name of Attorney: N/A

Address: \_\_\_\_\_

\* Can be provided under separate cover



Phone: 724-762-5487

**3. Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" is:

Name: Noel R. Devine ("Alternate Payee")

Address: PO Box 640 Crystal Beach PL, 34681

Social Security Number: 121-54-5476

Birth Date\*: 12/25/1961

**Alternate Payee's Attorney Information:**

Name of Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

The Alternate Payee shall have the duty to notify QDRO Consultants Co. in writing of any changes in his/her mailing address subsequent to the entry of this Order.

**4. Plan Name:** The name of the Plan to which this Order applies is the *JPMorgan Chase 401(k) Savings Plan* (hereinafter referred to as "Plan").

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

**5. Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of Pennsylvania

**6. For Provision of Marital Property Rights and/or Spousal Support:** This Order relates to the provision of marital property rights [spousal support] to the Alternate Payee as a result of the Order of Divorce [Dissolution] between Participant and Alternate Payee.

\_\_\_\_\_  
\* Can be provided under separate cover

**[for Section 7, first paragraph, please use one, Alternative A, Alternative B or Alternative C]:**

**7. (Alternative A - Paragraph One): Amount of Alternate Payee's Benefit (Percentage Basis):** This Order assigns to Alternate Payee an amount equal to \_\_\_\_\_ Percent (\_\_\_\_%) of the Participant's vested account balance accumulated under the Plan as of \_\_\_\_\_ ("Valuation Date") or the closest valuation date thereto.

**7. (Alternative B - Paragraph One): Amount of Alternate Payee's Benefit (Percentage Basis):** This Order assigns to Alternate Payee an amount equal to \_\_\_\_\_ Percent (\_\_\_\_%) of the Participant's vested account balance accumulated under the Plan determined as of the date that this Order is qualified by QDRO Consultants Co. ("Valuation Date").

**7. (Alternative C - Paragraph One): Amount of Alternate Payee's Benefit (Fixed Dollar Basis):** This Order assigns to Alternate Payee a portion of the Participant's vested account balance accumulated under the Plan as of January 7, 2019 ("Valuation Date") or the closest valuation date thereto, in an amount equal to \$ 138,400.

**IMPORTANT NOTE:** Please do not include this in the draft or final QDRO. This note is for informational purposes only.

The Plan recordkeeper is unable to calculate accumulated earnings and losses on a Participant's account or benefits for any period prior to the date it became the recordkeeper for the Plan. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits prior to the recordkeeper's start date, the recordkeeper will be unable to calculate the division. Accordingly, the QDRO submitted must be amended to provide for a date of division that is on or after the date of the recordkeeper's start date.

If the Participant was an employee of a heritage company, the Plan recordkeeper is not able to obtain account balance information or calculate gains/losses on any participant accounts for periods prior to the conversion date. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits as of a date prior to the conversion date of the heritage company, please understand that the QDRO submitted must be amended to provide for a date of division that is on or after the conversion date.

*Alternate Payee's Share Determined From All Account(s):* When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable account balance shall include all vested amounts maintained under all of the various accounts,



subaccounts and investment funds established on behalf of the Participant under the Plan.

**Allocation of Benefits:** The Alternate Payee's share of the benefits shall be allocated on a "pro-rata" basis in accordance with Plan procedures among all of the Participant's vested accounts maintained on his/her behalf under the Plan. Please note, benefits cannot be allocated from the Participant's loan balance under the Plan, if any.

**Investment Earnings:** Once the Alternate Payee's assigned share of the benefits is determined above, he/she shall be entitled to any interest and investment earnings or losses attributable thereon for periods subsequent to the Valuation Date, until the date of total segregation.

**Impact of Outstanding Loan Balance:** In the event the Participant has an outstanding loan balance as of the assignment date specified above, then the Alternate Payee's assigned share of the benefits will *[include]* OR *[exclude]* the outstanding loan balance.

**Establishment of New Account:** The Alternate Payee's share of the benefits described above shall be **segregated and separately maintained** in the Account established on his/her behalf and shall additionally be credited with any interest and investment income or losses attributable thereon from the date of segregation until the date of total distribution to the Alternate Payee. The Alternate Payee's share of the benefits shall then be initially invested into the same funds and in the same proportion as the Participant's account (excluding the Participant's loan fund, if any). The Alternate Payee may then elect any investment options available under the Plan.

**8. Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee shall be paid his/her benefits if he/she so elects following the date this Order is approved as a QDRO, or at the earliest date permitted under Plan or Section 414(p) of the Internal Revenue Code, if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants and alternate payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.

**9. Death of Alternate Payee after the QDRO is approved:** In the event of Alternate Payee's death prior to his/her receiving the full amount of benefits called for under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan recordkeeper (or in the absence of a beneficiary designation, to his/her estate), shall receive the remainder of any unpaid benefits under the terms of this Order, and in accordance with the benefit option selected by the Alternate Payee.



**10. Death of Participant after the QDRO is approved:** In the event that the Participant dies either prior to or after the establishment of a separate Account in the name of the Alternate Payee, the Participant's death shall in no way affect Alternate Payee's right to the portion of his/her benefits as stipulated herein.

The percentage or amount of benefits not allocated to the Alternate Payee shall belong to Participant and are subject to the Participant's disposition pursuant to Plan provisions, including designation of a beneficiary other than the Alternate Payee.

**11. Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) to require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order which was previously deemed to be a QDRO.

**12. Tax Treatment of Distributions Made Under this Order:** For purposes of Sections 402(e)(1)(A) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

**13. Continued Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.

**14. Correcting or Terminating Payments:** The Plan will retain any rights it may have under its terms to suspend or terminate payments to the Alternate Payee and Participant provided that either Participant or Alternate Payee may contest such suspension or termination through any administration remedies available under the Plan. Payments by the Plan pursuant to this Order will be without prejudice to any right the Plan has under applicable law to seek recoupment or offset for overpayment. If the Plan pays one party a portion of the other party's benefits under the Plan and this Order, the party receiving the overpayment will return that portion to the Plan, which in turn, will pass that portion on to the other Party.

IT IS SO ORDERED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge



Phone: 724-762-5487

**3. Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" is:

Name: Noel R Devine ("Alternate Payee")

Address: PO Box 640 Crystal Beach FL, 341681

Social Security Number: 121-54-5476

Birth Date\*: 12/25/1961

**Alternate Payee's Attorney Information:**

Name of Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

The Alternate Payee shall have the duty to notify QDRO Consultants Co. in writing of any changes in his/her mailing address subsequent to the entry of this Order.

**4. Plan Name:** The name of the Plan to which this Order applies is the *JPMorgan Chase 401(k) Savings Plan* (hereinafter referred to as "Plan").

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

**5. Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of Kansy/Kan

**6. For Provision of Marital Property Rights and/or Spousal Support:** This Order relates to the provision of (marital property rights) [spousal support] to the Alternate Payee as a result of the Order of (Divorce) [Dissolution] between Participant and Alternate Payee.

\* Can be provided under separate cover

For Section 7, first paragraph, please use one, Alternative A, Alternative B or Alternative C:

7. (Alternative A - Paragraph One): Amount of Alternate Payee's Benefit (Percentage Basis): This Order assigns to Alternate Payee an amount equal to \_\_\_\_\_ Percent (\_\_\_\_%) of the Participant's vested account balance accumulated under the Plan as of \_\_\_\_\_ ("Valuation Date") or the closest valuation date thereto.

7. (Alternative B - Paragraph One): Amount of Alternate Payee's Benefit (Percentage Basis): This Order assigns to Alternate Payee an amount equal to \_\_\_\_\_ Percent (\_\_\_\_%) of the Participant's vested account balance accumulated under the Plan determined as of the date that this Order is qualified by QDRO Consultants Co. ("Valuation Date").

7. (Alternative C - Paragraph One): Amount of Alternate Payee's Benefit (Fixed Dollar Basis): This Order assigns to Alternate Payee a portion of the Participant's vested account balance accumulated under the Plan as of January 7, 2019 ("Valuation Date") or the closest valuation date thereto, in an amount equal to \$ 138,400.

**IMPORTANT NOTE:** Please do not include this in the draft or final QDRO. This note is for informational purposes only.

The Plan recordkeeper is unable to calculate accumulated earnings and losses on a Participant's account or benefits for any period prior to the date it became the recordkeeper for the Plan. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits prior to the recordkeeper's start date, the recordkeeper will be unable to calculate the division. Accordingly, the QDRO submitted must be amended to provide for a date of division that is on or after the date of the recordkeeper's start date.

If the Participant was an employee of a heritage company, the Plan recordkeeper is not able to obtain account balance information or calculate gains/losses on any participant accounts for periods prior to the conversion date. Therefore, if a QDRO is submitted that attempts to divide the Participant's benefits as of a date prior to the conversion date of the heritage company, please understand that the QDRO submitted must be amended to provide for a date of division that is on or after the conversion date.

*Alternate Payee's Share Determined From All Account(s):* When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable account balance shall include all vested amounts maintained under all of the various accounts,