

Section 1: Steps to Prepare and Submit an Order

QDRO Approval Guidelines and Procedures for the AT&T Pension Benefit Plan

Effective date of these QDRO Guidelines: January 27, 2025

A domestic relations order is an order signed by a judge relating to the provision of alimony payments, marital property rights, or child support for the benefit of a spouse, former spouse, child or other dependent of the Participant ('Alternate Payee') made pursuant to a United States domestic relations law.

In accordance with the applicable provisions of the Internal Revenue Code of 1986, as amended, ("the Code") and the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") the Plan Administrator has established these QDRO Approval Guidelines and Procedures ("QDRO Guidelines"). These QDRO Guidelines are used by Fidelity Workplace Services, LLC ("Fidelity") to determine whether a domestic relations order ("Order") relating to the above-mentioned qualified defined benefit plan (hereinafter referred to as the "**Plan**") meets the requirements of a qualified domestic relations order ("QDRO"). The Plan will comply with the terms of an Order only if it meets the provisions of the Plan, the requirements of these QDRO Guidelines, and the requirements of a QDRO as established by law.

For purposes of the Plan(s), a participant is considered to be married if the Participant is married to a person who is considered to be the Participant's spouse for federal income tax purposes.

These QDRO Guidelines are divided into the following sections:

- | | |
|--|---|
| (1) <u>Steps to Prepare & Submit an Order</u> | As you begin this process, you have two ways to create an Order – via the internet at https://qdro.fidelity.com or manually. Please refer to this section for more information on creating a QDRO. Model Orders are included which would be acceptable for assigning benefits to an Alternate Payee for use by those without internet access. |
| (2) <u>Basic Elements of an Order</u> | For an Order to meet the requirements of a QDRO, a number of issues must be addressed in the document. Please refer to this section for information on these critical topics. |
| (3) <u>Procedural Information</u> | This section contains important procedural information on topics such as qualification procedures, Participant benefit restrictions, Joinders, cash-out distributions and disputes. |
| (4) <u>QDRO Information Sheets</u> | Please complete these forms and submit them with your Order. |

Note: Individuals seeking QDROs may **not** rely on the Plan Administrator, Fidelity, or any employees or agents of the Plan Administrator or Fidelity for advice on which type or form of QDRO is most appropriate under any particular factual situation. The contents of these QDRO Guidelines are intended for informational purposes only and should **not** be construed as legal advice or legal opinion.

These administrative QDRO Guidelines will be reviewed periodically and may be changed at any time at the direction of the Plan Administrator. These QDRO Guidelines are **not** a contract and do **not** modify the terms of the Plan.

****The term "Parties" as used in these QDRO Guidelines shall mean the Participant, the Alternate Payee, and their legal representatives.***

Section 1: Steps to Prepare and Submit an Order

- ☐ Review these QDRO Approval Guidelines and Procedures (“QDRO Guidelines”).
- ☐ Collect the information needed to prepare the Order.
- ☐ Prepare the Order using one of the following options:

Option 1: Create the Order online at the Fidelity QDRO Center website

<https://qdro.fidelity.com>

The Fidelity QDRO Center website (“QDRO Center”) is available to attorneys, plan Participants, and Alternate Payees to facilitate the preparation of an Order. This free online application provides users with a fast and effective way to create, view, and print Orders that are ready to be executed by the court.

It is important to note that for security reasons and privacy issues, this free online application does not interface with any other online Fidelity benefits websites and/or applications. Therefore, there is no access to any participant benefit or benefits information via the QDRO Center website.

Why use the QDRO Center website to create your Order? Using the web:

- eases your document preparation;
- helps avoid common errors and omissions;
- produces significantly more complete documents;
- produces Orders that are “qualified” more frequently on the first submission; and
- significantly shortens the review process by Fidelity to **10-15 business days**.

NOTE: Orders created using the Fidelity QDRO Center website that are subsequently altered may not qualify as web-generated Orders once submitted to Fidelity. Parties must also include the web-generated Tracking Number assigned to the Order by the website when mailing their documents to Fidelity.

Option 2: Create the Order manually

For uniquely complicated QDRO needs, you may prefer to create an Order manually. To assist you, following this page, Sample Model Orders are included which would be acceptable for assigning benefits to an Alternate Payee. Please keep in mind that each QDRO is unique and must be composed to fit the circumstances at hand. The Sample Model Orders can be modified as necessary provided they still meet the requirements of the Plan, the Code, ERISA and these QDRO Guidelines. Generally, these Orders are reviewed within **60 business days**.

- ☐ Review the Order.

Fidelity strongly recommends that you consult with your legal and/or financial advisor(s) before executing any Order.
- ☐ Execute the Order with the appropriate court.
- ☐ Forward a court-executed and certified copy of the Order to Fidelity. (See Section 3 for address)

Section 1: Steps to Prepare and Submit an Order

Model Orders

CAUTION

A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a State domestic relations law.

The disposition of qualified plan benefits in domestic relations proceedings involves complex marital rights, legal and tax issues. The following Sample Model Orders – one for a “Separate Interest” assignment, one for a “Shared Interest” assignment, and one for Child/Spousal Support payments – may be appropriate to divide benefits under the Plan. Each Model Order would be acceptable in assigning benefits to an Alternate Payee. However, please keep in mind that each QDRO is unique and must be composed to fit the circumstances at hand. The Model Orders can be modified as necessary, but must also meet the requirements of the Plan and these QDRO Guidelines. Other methods are available and these Model Orders may be inappropriate for your particular circumstances.

The following Orders are **SAMPLES** and are provided as a courtesy only. Neither AT&T Inc. nor any of its subsidiaries, agents, employees or consultants, nor Fidelity, are authorized to give financial, tax or legal advice; and they make no representation as to any Model Order’s sufficiency under applicable federal or state law or as to its legal consequences. You should not use a Model Order without consulting your financial, tax and/or legal advisors.

Inclusion of Personal Data

Please be advised that some state courts prohibit the inclusion of certain personal information in court documents that will become public record. **The Parties may provide dates of birth and social security numbers under separate cover in the event that this information is not included in the Order.** Failure to include this information will not cause the Order to fail to be qualified; however, it will delay the processing of the distribution to the Alternate Payee. **NOTE: Parties may use the QDRO Information Sheets located on pages 26-27 of these QDRO Guidelines to supply this information to Fidelity.**

Same-Gender Marriages

For purposes of the Plan(s), a participant is considered to be married if the Participant is married to a person who is considered to be the Participant’s spouse for federal income tax purposes.

Child Support Orders

Please see Section 2.B of these QDRO Guidelines for additional information that would be required in an Order related to child support.

Separate Interest Model Order

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____) CASE NO. _____
Respondent. _____) STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

[General Provisions]

WHEREAS, this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and
WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and
WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations Order; and
WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:
NOW, THEREFORE, pursuant to this state's Domestic Relations Laws, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

(a) **Participant** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Participant's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

(b) **Alternate Payee** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

(c) **The Alternate Payee's relationship to the Participant** shall mean (**check one**):

☐ Spouse ☐ Former Spouse ☐ Child(ren) ☐ Other Dependent

(d) This Order pertains to (**check one**):

☐ Division of Marital Property ☐ Alimony/Spousal Support ☐ Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

Separate Interest Model Order, continued

(f) **Plan** shall mean **AT&T Pension Benefit Plan**

(g) **Plan Administrator** shall mean **AT&T Services, Inc.**

2. The Participant and Alternate Payee were married on _____ (MM/DD/YYYY),
were legally separated on _____ (MM/DD/YYYY),
and were legally divorced on _____ (MM/DD/YYYY).
3. The Alternate Payee shall receive a **separate interest**, which shall be the actuarial equivalent of (**CHECK ONE and COMPLETE ALL APPLICABLE BLANKS**):
- ☐ a specific percentage ____% of the Participant's vested benefit accrued as of _____ (insert specific date).
- ☐ a specific percentage ____% of the Participant's vested benefit accrued between _____ and _____ (insert two specific dates).
- ☐ a specific percentage ____% of the Participant's vested benefit accrued at the earlier of the Participant's retirement or the Alternate Payee's commencement.
- ☐ a formula: ____% of a fraction, the numerator of which is _____, and the denominator of which is _____. This fraction will be applied to the Participant's benefit accrued at the earlier of the Participant's retirement or the Alternate Payee's commencement.
4. The Alternate Payee is awarded a proportionate share of the Participant's early retirement subsidy, if any, when the Participant commences receipt of his or her accrued vested benefit under the Plan. Such proportionate share shall be calculated in the same manner as Alternate Payee's share of the Participant's accrued vested benefit is calculated pursuant to Paragraph 3 above. However, the Alternate Payee is not entitled to any early retirement subsidy if the Alternate Payee commences before the Participant's benefit commencement date.
5. The payments to the Alternate Payee shall commence no earlier than the Participant's "earliest retirement age," as defined in Section 414(p) of the Internal Revenue Code.
6. The Alternate Payee's **separate interest** benefit shall be paid to the Alternate Payee in such form as shall be elected by the Alternate Payee at the time of his or her benefit commencement from among those forms of benefit then currently available to Alternate Payees under the Plan. However, the benefit shall bear an actuarial adjustment under the Plan's standard assumptions for any such election.
7. The Alternate Payee's election to commence receipt of benefits under the Plan shall be made in such form and manner as acceptable to the Plan Administrator, and payments shall be made in accordance with the Plan's administrative procedures and pursuant to the terms of the Plan.
8. Pursuant to the terms of the Plan, the Participant's benefit is calculated based on the Participant's normal retirement age. If the Alternate Payee elects to start receiving benefits before the Participant's normal retirement age, the Alternate Payee will receive the actuarial equivalent value of his or her awarded benefit to account for such early commencement, adjusted for the Alternate Payee's age and life expectancy at commencement of the benefit, and the applicable benefit form option, in accordance with the actuarial assumptions set forth in the Plan. Consequently, the amount payable to the Alternate Payee may be more or less than the dollar amount actually subtracted from the Participant's benefit.

For TWPP: Unless the QDRO is more restrictive, an Alternate Payee is permitted to defer commencement beyond the Participant's NRD (based on the Participant's DOB) until as late as April 1 following the calendar year of the Alternate Payee attaining Applicable Age (Age based on the AP's DOB).

Separate Interest Model Order, continued

9. The Alternate Payee's awarded benefit shall revert to the Participant in the event the Alternate Payee dies prior to the commencement of his or her awarded benefit in the Plan.
10. In the event the Alternate Payee dies subsequent to the commencement of his or her **separate interest** benefit, the Alternate Payee may have the right to designate a beneficiary, but only if applicable to the benefit form selected and allowed under the terms of the Plan.
11. The Alternate Payee is designated the Participant's "surviving spouse" for the purpose of preserving his or her right to a proportionate share of the Qualified Pre-retirement Survivor Annuity (QPSA) available under the Plan, in the event that the Participant dies prior to both his or her Benefit Commencement Date and the commencement of benefits to the Alternate Payee. Such proportionate share shall be calculated in the same manner as Alternate Payee's share of the Participant's accrued vested benefit is calculated pursuant to Paragraph 3 above, and using the joint and survivor annuity factors under the Plan based on the age of the Participant and the age of the Alternate Payee, and using any applicable early retirement factors based on the age of the Participant when the survivor payments to the Alternate Payee would commence. In no event shall the amount of the survivor benefit payable to the Alternate Payee be greater than the survivor benefit which the Alternate Payee would have been entitled to receive as a surviving spouse under the Plan determined in the absence of this Order.
12. In the event the Participant dies before his or her Benefit Commencement Date, and after the Alternate Payee has commenced his or her **separate interest** benefit, the Alternate Payee is not eligible for an increased award in the form of the portion of the Qualified Pre-retirement Survivor Annuity based on the Participant's remaining benefit. In the event that the Participant dies after both his or her Benefit Commencement Date, and the commencement of the Alternate Payee's **separate interest** benefit, the Alternate Payee will not be entitled to an increased award in the form of the portion of the Qualified Joint and Survivor Annuity based on the Participant's remaining benefit.
13. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.
14. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution. Regardless of the terms of this Order, applicable federal, state and local tax laws will apply.
15. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing contained in the Order shall be construed to require the Plan or Plan Administrator:
 - (a) To provide to the Alternate Payee any type or form of benefit or option not otherwise available to the Participant under the Plan;
 - (b) To provide the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
 - (c) To pay any benefits to the Alternate Payee that are required to be paid to another Alternate Payee under another Order which has been determined to be a QDRO before this Order is determined to be a QDRO.
16. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
17. No provision in this Order shall be construed to require the named Plan(s), the Plan Administrator of the named Plan(s), or any trustee or other fiduciary with respect to the named Plan(s) to take any action which is inconsistent with any provision of the named Plan(s) as now in effect or as hereafter amended. The Participant and the Alternate Payee shall be subject to all of the provisions of the named Plan(s) and any administrative rules as in existence from time to time pertaining to any matter including, but not limited to, benefits earned under the Plan(s), eligibility for benefits, application for benefits, execution of appropriate forms, providing of information and documents, procedures for payment of benefits, procedures for unclaimed benefits, etc. The obligation of the named Plan(s) to make payments under this Order is conditioned upon the Participant's and the Alternate Payee's respective full and complete compliance with such rules.

Separate Interest Model Order, continued

- Dated:** _____

Judge of the Court Signature

Attorney for Petitioner: _____ (Name)
 _____ (Address)

 _____ (Telephone)

Attorney for Respondent: _____ (Name)
 _____ (Address)

 _____ (Telephone)

Judge of the Court Signature

Attorney for Respondent:

_____ (Name)

_____ (Address)

_____ (Telephone)

Shared Interest Model Order

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____) CASE NO. _____
Respondent. _____) STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

[General Provisions]

WHEREAS, this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order
(hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of
1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and
WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of
this Order; and
WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations Order;
and
WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:

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

1. As used in this Order, the following terms shall apply:

(a) **Participant** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Participant's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

(b) **Alternate Payee** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

(c) **The Alternate Payee's relationship to the Participant** shall mean (**check one**):
☐ Spouse ☐ Former Spouse ☐ Child(ren) ☐ Other Dependent

(d) This Order pertains to (**check one**):
☐ Division of Marital Property ☐ Alimony/Spousal Support ☐ Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee
are/were considered married for federal income tax purposes.

Shared Interest Model Order, continued

(f) **Plan** shall mean **AT&T Pension Benefit Plan**

(g) **Plan Administrator** shall mean **AT&T Services, Inc.**

2. The Participant and Alternate Payee were married on _____ (MM/DD/YYYY),
were legally separated on _____ (MM/DD/YYYY),
and were legally divorced on _____ (MM/DD/YYYY).
3. The Alternate Payee shall receive a **shared interest** payable **if, as, and when** such payments are made to the Participant for **duration of the life of the Participant** and shall be the actuarial equivalent of (**CHECK ONE and COMPLETE ALL APPLICABLE BLANKS**):
- ☐ a specific percentage ____% of the Participant's vested benefit accrued as of _____ (insert specific date).
 - ☐ a specific percentage ____% of the Participant's total monthly benefit as of the Participant's retirement. The total monthly benefit will automatically include subsidies and cost of living adjustments, if any, and will be recalculated if the Participant is eligible for a redetermined benefit.
 - ☐ a specific percentage ____% of the Participant's vested benefit accrued between _____ and _____ (insert two specific dates).
 - ☐ a specific percentage ____% of the Participant's vested benefit accrued as of the Participant's retirement.
 - ☐ A formula: ____% of a fraction, the numerator of which is _____, and the denominator of which is _____. This fraction will be applied to the Participant's benefit accrued as of the Participant's retirement. If the Participant is already retired and receiving a benefit, the fraction will be applied to the Participant's current total monthly benefit in effect at the time the Order is determined to be qualified.
4. The Alternate Payee's **shared interest** benefit shall be paid to the Alternate Payee in accordance with the benefit form elected by the Participant at the time of his or her benefit commencement. The Alternate Payee may not elect a form of benefit payment for his or her shared interest award.
5. The payments to the Alternate Payee shall commence with the next benefit payment following qualification of this Order, and in a manner consistent with the terms of the Plan. No distributions will be made to the Alternate Payee prior to the Participant's actual Benefit Commencement Date.
6. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator. Payments shall be made in accordance with the Plan's administrative procedures and pursuant to the terms of the Plan.
7. The Alternate Payee's **shared interest** benefit shall revert to the Participant in the event the Alternate Payee dies prior to the commencement of his or her awarded benefit in the Plan.
8. In the event the Alternate Payee dies subsequent to the commencement of his or her **shared interest** benefit, the Alternate Payee may have the right to designate a beneficiary, but only if applicable to the benefit form selected by the Participant, and allowed under the terms of the Plan.

Shared Interest Model Order, continued

9. The Alternate Payee's shared interest award will terminate upon the Participant's death.
10. The Alternate Payee is designated the Participant's "eligible spouse" or "surviving spouse" for the purpose of preserving his or her right to a proportionate share of the Qualified Pre-retirement Survivor Annuity (QPSA) available under the Plan, in the event that the Participant dies prior to his or her Benefit Commencement Date.
11. In the event that the Participant dies after both his or her Benefit Commencement Date and the commencement of the Alternate Payee's **shared interest** benefit, the Alternate Payee will be entitled to **(SELECT ONE and COMPLETE ALL APPLICABLE BLANKS)**:
- ☐ any and all post-retirement surviving spouse benefits
 - ☐ _____% of any post-retirement surviving spouse benefits
 - ☐ all post-retirement surviving spouse benefits accrued as of _____.
 - ☐ post-retirement surviving spouse benefits in an amount equal to the portion of the Participant's accrued pension benefit that the Alternate Payee received under the Order.
 - ☐ a post-retirement surviving spouse benefit in an amount that is proportional to the Alternate Payee's share of the accrued pension benefit that the Alternate Payee received under the Order.

If Alternate Payee is not entitled to any post retirement surviving spouse benefit, please select the following option to remove the Alternate Payee from the survivor option, if applicable:

- ☐ The Alternate Payee is not entitled to a share of the post-retirement surviving spouse benefit. As such, the Alternate Payee consents to the cancellation of the surviving spouse coverage under this retirement plan. Upon qualification of this Domestic Relations Order by the Plan Administrator, the Alternate Payee will be removed from that option and will not be entitled to receive the post-retirement surviving spouse benefit in the event of the Participant's death. The reduced monthly pension payable to the Participant pursuant to the Plan will be restored to the full amount before reduction for the joint and survivor annuity that would be payable to the Alternate Payee upon the Participant's death, beginning with the month following receipt and approval of the QDRO.
12. As part of the **shared interest** award, the Alternate Payee is awarded a proportionate share of the Participant's early retirement subsidy, if any.
13. As part of the **shared interest** award, the Alternate Payee is entitled to a proportionate share of any Cost of Living Adjustments/Post Retirement Ad Hoc Increases ("COLA") which are or may become applicable to the Participant's accrued vested benefit under the Plan.
14. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.
15. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution. Regardless of the terms of this Order, applicable federal, state and local tax laws will apply.
16. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing contained in the Order shall be construed to require any Plan or Plan Administrator:
- (a) To provide to the Alternate Payee any type or form of benefit or option not otherwise available to the Participant under the Plan;
 - (b) To provide the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
 - (c) To pay any benefits to the Alternate Payee that are required to be paid to another Alternate Payee under another Order which has been determined to be a QDRO before this Order is determined to be a QDRO.

Shared Interest Model Order, continued

17. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
18. No provision in this Order shall be construed to require the named Plan(s), the Plan Administrator of the named Plan(s), or any trustee or other fiduciary with respect to the named Plan(s) to take any action which is inconsistent with any provision of the named Plan(s) as now in effect or as hereafter amended. The Participant and the Alternate Payee shall be subject to all of the provisions of the named Plan(s) and any administrative rules as in existence from time to time pertaining to any matter including, but not limited to, benefits earned under the Plan(s), eligibility for benefits, application for benefits, execution of appropriate forms, providing of information and documents, procedures for payment of benefits, procedures for unclaimed benefits, etc. The obligation of the named Plan(s) to make payments under this Order is conditioned upon the Participant's and the Alternate Payee's respective full and complete compliance with such rules.
19. The undertakings and obligations of the named Plan(s) as set forth in this Order are solely those of the named Plan(s). Neither AT&T Inc., nor any of its subsidiaries, nor any officer, employee or agent of any of said corporations shall be deemed to have made any undertakings or incurred any obligations as a result of this Order. The Participant and the Alternate Payee each have been advised by representatives of the named Plan(s) to seek independent legal advice and counsel and tax advice regarding the implications of a division of benefits under the named Plan(s). Further, the Participant and the Alternate Payee each acknowledge that, to the extent each deems appropriate and reasonable, each of them have had the opportunity to consult with independent legal counsel and other advisors and have not relied upon any statements, documents, or representations by the named Plan(s) or any representative thereof regarding the legal, financial, tax or other implications of a division of benefits under the named Plan(s).
20. The Plan and its sponsor and fiduciaries shall not be responsible for any attorney's fees incurred by the Participant or the Alternate Payee in connection with obtaining and enforcing this Domestic Relations Order.
21. One of the Parties shall cause an original court certified or an original true copy of this Order to be served on the Plan Administrator's agent, Fidelity Workplace Services, LLC ("Fidelity") forthwith. This Order shall remain in effect until further order of this Court, and the provisions herein shall be interpreted and administered in conformity with section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Retirement Equity Act of 1984 ("REA"), and section 414(p) of the Internal Revenue Code of 1986, as amended.
22. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.
23. This Order is to be reviewed only as it relates to plans on Fidelity's QDRO Review Service.

Shared Interest Model Order, continued

24. Electronic Communication (**check one**):

- ☐ The Parties consent to receive electronic communications concerning the status of the Order. Each Party must individually submit their own email address under separate cover. To accept electronic communications, each Party will be required to create a username and password to access the Voltage Secure Message Center. A link to the Voltage Secure Message Center will be provided via email. Once logged into the Voltage Secure Message Center, the Parties will be able to view correspondence sent by the Fidelity QDRO Administration Group. The Parties may request paper versions of correspondence. The Parties may withdraw their consent to receive electronic communications at any time by notifying the QDRO Administration Group in writing via fax or regular mail using the contact information provided in the Plan's QDRO Approval Guidelines and Procedures.
- ☐ The Parties **DO NOT** consent to receive electronic correspondence. Correspondence concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

Dated: _____

Judge of the Court Signature

Attorney for Petitioner:

_____ (Name)
 _____ (Address)

 _____ (Telephone)

Attorney for Respondent:

_____ (Name)
 _____ (Address)

 _____ (Telephone)

**Sample SUPPORT Model Order
For Child Support and Spousal Support
(Award Payable for Duration of the Participant's Lifetime)**

Court of _____ County of _____ State of _____

Petitioner. _____)	CASE NO. _____
and)	
Respondent. _____)	QUALIFIED DOMESTIC
)	RELATIONS ORDER

☐ Initial Order ☐ Amended Order ☐ Terminate Payments Pursuant to Prior QDRO

[Additional Provision if the intent of the Order is to modify previously qualified Order]

This Order is intended to modify the QDRO previously ordered in this matter on _____ (date) that required \$_____ per month to be withheld from the Participant's monthly benefit.

WHEREAS, this Court has jurisdiction over Petitioner, Respondent and the subject matter of this Order; and
WHEREAS, Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and
WHEREAS, pursuant to the referenced statutes, the Plan Administrator shall make a determination of the qualified status of this Order; and
WHEREAS, following approval by the Plan Administrator this Order shall constitute a Qualified Domestic Relations Order; and
WHEREAS, Petitioner and Respondent have stipulated that the Court enter this Order:

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

1. As used in this Order, the following terms shall apply:

(a) **Participant** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Participant's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

(b) **Alternate Payee** shall mean _____ (First Name M.I. Last Name)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached QDRO Information Sheets.

Sample SUPPORT Model Order, continued

[Additional Provision if payment will go directly to administrators of Title IV-D Child Support Enforcement Agency]

Child Support Enforcement Agency shall mean _____ as agent for the benefit of the Alternate Payee and whose current address is _____.

(c) **The Alternate Payee's relationship to the Participant** shall mean (**check one**):

☐ Spouse ☐ Former Spouse ☐ Child(ren) ☐ Other Dependent

(d) This Order pertains to (**check one**):

☐ Alimony/Spousal Support ☐ Child Support

(e) With respect to marital property, alimony or spousal support awards, the Participant and the Alternate Payee are/were considered married for federal income tax purposes.

(f) **Plan** shall mean **AT&T Pension Benefit Plan**

(g) **'Plan Administrator'** shall mean **AT&T Services, Inc.**

[Paragraphs 2 through 8 are appropriate for Initial Orders or Orders to amend current QDRO child support/alimony payments]

2. The Alternate Payee's award is \$_____ per month of the total monthly benefit for the Participant. The total monthly benefit will automatically include subsidies and cost of living adjustments, if any, and will be recalculated when the Participant is eligible for an adjusted benefit if applicable.
3. Payments to the Alternate Payee will continue until the Plan Administrator's receives a court order which requires the termination of pension payments to the Alternate Payee under this Order, the death of the Alternate Payee or the death of the Participant, whichever occurs earlier.
4. The Alternate Payee is not entitled to designate a beneficiary for his or benefit entitlement under this Order. The Alternate Payee's shared interest benefit shall revert and be restored to the Participant in the event the Alternate Payee dies prior to or subsequent to the commencement of his or her awarded benefit in the Plan.
5. The Alternate Payee's award shall be taken from the benefit calculated on the lifetime of the Participant and there shall be no further actuarial adjustment to the support award.
6. The payments to the Alternate Payee shall commence at the earliest time permitted by the Plan.
7. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution. Regardless of the terms of this Order, applicable federal, state and local tax laws will apply.
8. The check will be made payable to: (**choose one**)
 - ☐ The Alternate Payee and mailed to the Alternate Payee's address of record in accordance with Plan procedures.
 - ☐ The custodial parent or legal guardian **f/b/o** the child Alternate Payee and mailed to the address of record. The child support payment must be initiated in accordance with Plan procedures.
 - ☐ The Child Support Enforcement Agency as referenced in this order **f/b/o** the Alternate Payee and mailed to the agency specified in the Order. The case # _____ should appear on the check.

[Paragraph 9 is appropriate for Orders to terminate current QDRO child support/alimony payments]

9. The Alternate Payee's payments pursuant to the QDRO previously ordered in this matter on _____ *(insert date of QDRO which established current payments)* are terminated. The Alternate Payee is not entitled to any future payments from the Participant's monthly benefit. Upon the qualification of the Order, the Participant's benefit will be restored and no further amounts will be withheld from the Participant's monthly benefit.

[General Provisions]

10. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.
11. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing contained in the Order shall be construed to require any Plan or Plan Administrator:
- (a) To provide to the Alternate Payee any type or form of benefit or option not otherwise available to the Participant under the Plan;
 - (b) To provide the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
 - (c) To pay any benefits to the Alternate Payee that are required to be paid to another Alternate Payee under another Order which has been determined to be a QDRO before this Order is determined to be a QDRO.
12. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
13. The Plan and its sponsor and fiduciaries shall not be responsible for any attorney's fees incurred by the Participant or the Alternate Payee in connection with obtaining, modifying and enforcing this Domestic Relations Order.
14. The Court shall retain jurisdiction over this matter to amend the Order if necessary to establish and/or maintain its status as a Qualified Domestic Relations Order.
15. One of the Parties shall cause an original court certified or an original true copy of this Order to be served on the Plan Administrator's agent, Fidelity Workplace Services, LLC ("Fidelity") forthwith.
16. In the event the Plan has an imposed benefit restriction as defined under the Pension Protection Act and the Participant's benefits become affected by such restriction, the Alternate Payee's benefits, as stipulated herein, shall also be affected to the same extent and in the same manner as the Participant's benefit.
17. This Order is to be reviewed only as it relates to plans on Fidelity's QDRO Review Service.

Sample SUPPORT Model Order, *continued*

18. Electronic Communication (***check one***):

- ☐ The Parties consent to receive electronic communications concerning the status of the Order. Each Party must individually submit their own email address under separate cover. To accept electronic communications, each Party will be required to create a username and password to access the Voltage Secure Message Center. A link to the Voltage Secure Message Center will be provided via email. Once logged into the Voltage Secure Message Center, the Parties will be able to view correspondence sent by the Fidelity QDRO Administration Group. The Parties may request paper versions of correspondence. The Parties may withdraw their consent to receive electronic communications at any time by notifying the QDRO Administration Group in writing via fax or regular mail using the contact information provided in the Plan's QDRO Approval Guidelines and Procedures.
- ☐ The Parties **DO NOT** consent to receive electronic correspondence. Correspondence concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

19.

Dated: _____

Judge of the Court Signature

Attorney for Petitioner:

(Name)
(Address)

Attorney for Respondent:

(Name)
(Address)

Section 2: Basic Elements of an Order

A. Plan Name

The Order **must** clearly specify the Plan(s) to which it applies. A minor variation on the exact Plan name(s) will be accepted if Fidelity can clearly determine the Plan(s) to which the Order applies. The legal name of the Plan to which these QDRO Guidelines apply is:

AT&T Pension Benefit Plan

NOTE: All Orders **must** identify the Plan as the AT&T Pension Benefit Plan. Any Orders naming and/or attempting to carve out specific benefit program(s) **will be non-qualified**.

B. Participant and Alternate Payee Information

1. The Order **MUST** contain the following information (or be otherwise obtainable from Fidelity records). Any Order that does not contain this information **may** not be **qualified**.

- Full names of the Participant and the Alternate Payee
- Last known mailing addresses of the Participant and the Alternate Payee

NOTE: *If the Order pertains to Child Support, the minor child(ren) **must** be named as the Alternate Payee(s). The Order **must** provide the name and address of the Alternate Payee's legal representative (i.e., guardian or a party acting in loco parentis).*

2. The Order **should** contain the following information. Failure to include this information with the Order will delay the distribution to the Alternate Payee but will **not** cause the Order to fail to be qualified. Parties should provide dates of birth and social security numbers under separate cover using the QDRO Information Sheets included in these QDRO Guidelines (see pages 26 and 27), or the Addendum if a web-generated Order has been submitted.

- Social security numbers for the Participant and the Alternate Payee
- Dates of birth for the Participant and the Alternate Payee
- The Alternate Payee's relationship to the Participant

C. Separate or Shared Interest Award

1. In defining the award to the Alternate Payee, the Order **must** clearly indicate whether the Alternate Payee is to receive a "**separate**" or a "**shared**" interest in the Participant's benefit.

NOTE: *If a Participant has already commenced his or her benefit, (i.e., the Participant is "**in pay status**"), the Alternate Payee may **only** be awarded a **shared interest**, and the form of benefit for the Alternate Payee will be dependent on the benefit form elected by the Participant. Any Order that states otherwise will **NOT** be **qualified**.*

- a. If the Parties intend that the Alternate Payee receive a "**separate interest**," the Order should clearly indicate that:
 - i. the Participant's benefit will be divided into two separate portions and that the Alternate Payee will have a separate right to select when and how the benefit awarded will be paid;
 - ii. the benefit will be based on the Alternate Payee's life expectancy; and
 - iii. the benefit will be adjusted based on the actuarial assumptions of the Plan(s) as of the date of the Alternate Payee's benefit commencement.

Section 2: Basic Elements of an Order

C. Separate or Shared Interest Award (continued)

- b. If the Parties intend that the Alternate Payee receive a “**shared interest**,” the Order should clearly indicate that:
 - i. the Alternate Payee is to receive a portion of the Participant’s benefit payments **only** “if, as and when” each payment is made to the Participant;
 - ii. the benefit will be based on the Participant’s life expectancy; and
 - iii. the Alternate Payee’s form of benefit will be based on the Participant’s election at retirement.
2. If the Order is **silent** regarding whether the Alternate Payee is awarded a **separate** interest or a **shared** interest in the Participant’s benefit, the Order will **NOT** be **qualified**.

NOTE: *Once the Alternate Payee has commenced the awarded benefit, an amended Order to change the duration of payments will NOT be permitted.*

D. The Alternate Payee’s Awarded Benefit

1. The Alternate Payee’s award must be clear and calculable. If all accrued benefit information required to exactly calculate the award cannot be determined, the Order will **NOT** be **qualified**. The Order may award *one* of the following options:
 - a) A specific percentage ___% of the Participant’s vested benefit accrued as of a specific date;
 - b) A specific flat dollar amount \$_____ of the Participant’s accrued vested benefit as of a month-end date (**cash balance benefit formula only**);
 - c) A specific dollar amount \$_____ of the Participant’s total monthly payment (**shared interest only**);
 - d) A specific percentage ___% of the Participant’s total monthly benefit (**shared interest only**);
 - e) A specific percentage ___% of the Participant’s vested benefit accrued at the earlier of the Participant’s retirement or the Alternate Payee’s commencement;
 - f) A specific percentage ___% of the Participant’s vested benefit accrued between _____ and _____ (*two specific dates*);
 - g) A formula: ___% of a fraction, the numerator of which is _____, and the denominator of which is _____. This fraction will be applied to the Participant’s benefit accrued at the earlier of the Participant’s retirement or the Alternate Payee’s commencement. If the Participant is already retired and receiving a benefit, the fraction will be applied to the Participant’s current total monthly benefit in effect at the time the Order is determined to be qualified.

NOTE: A lump sum estimate of the Participant’s pension benefit under the Plan should not be used for purposes of determining how to define the Alternate Payee’s award in the QDRO, as such lump sum value does not reflect the actuarial reductions that will be applied if the Alternate Payee commences his/her portion of the benefit prior to the Participant’s retirement and/or normal retirement age.

NOTE: A Participant’s **cash balance** account is valued at **month end**. Therefore, if the Participant has a **cash balance** benefit formula, the valuation date provided in the Order should be a month-end date. In determining the value of the Participant’s account balance to be divided, the Plan will assume the previous month-end valuation date, if the valuation date specified in the Order is a date other than a month-end.

NOTE: If the QDRO awards the Alternate Payee a share of the **total monthly benefit** on or after the Participant’s retirement, then all benefits accrued to date and in the future, plus subsidies and cost of living adjustments, if any, will be divided. A **total monthly benefit** is not available until the Participant is actually retired and receiving a benefit. The Order will **NOT** be **qualified** if it assigns a portion of the **total monthly benefit** but gives the Alternate Payee the right to begin receiving benefits prior to the Participant’s retirement.

Section 2: Basic Elements of an Order

E. Benefit Form

Note: The Pension Protection Act requires pension plans to limit the availability of some benefit forms when pension funding is below certain thresholds. While the restrictions do not affect the right to receive a pension benefit, certain payment options may be limited or unavailable.

The benefit forms available to an Alternate Payee will depend on the specific contracts under the Plan(s).

For Separate Interest Award:

The Order may provide that the Alternate Payee can select from the forms of benefit available to Alternate Payees under the Plan(s) at the time that he or she is eligible and elects to commence his or her separate interest benefit. If the Order is **silent** regarding this issue, the Alternate Payee **will** have the right to select from among the forms of benefit available to Alternate Payees under the Plan(s) at the time that he or she is eligible and elects to commence his or her separate interest benefit.

For Shared Interest Award:

The Alternate Payee's shared interest benefit **must** be paid in accordance with the benefit form selected by the Participant at benefit commencement. The Order will **NOT** be **qualified** if it provides otherwise.

F. Commencement of the Alternate Payee's Award

For a **separate interest award**, the Order **must** specify when the Alternate Payee may commence his or her benefit. The Order will **NOT** be **qualified** if it fails to address the commencement of the Alternate Payee's benefit. The Order may simply provide that the Alternate Payee may commence his or her separate interest benefit at the **earliest time permitted** by the Plan(s), once the Order is determined to be qualified. The Alternate Payee may not commence prior to the Participant's earliest retirement age, as defined in Internal Revenue Code Section 414(p).

For a **shared interest award** where the Participant is **in pay status**, the Alternate Payee's benefit may commence only when the next payment is made to the Participant, following the date that the Order is determined to be qualified. The Order will **NOT** be **qualified** if it states otherwise. The Alternate Payee's benefit may include the awarded portion of any Participant benefit payments that were suspended during the qualification review period.

For a **shared interest award** where the Participant is **not in pay status**, the Alternate Payee will commence on the date the Participant retires. The Order will **NOT** be **qualified** if it states otherwise.

Section 2: Basic Elements of an Order

G. Death of Alternate Payee

Separate Interest:

If the Alternate Payee dies after the Order has been determined to be qualified but prior to the commencement of the Alternate Payee's separate interest benefit, then the Alternate Payee's award will be distributed to his or her designated beneficiary in accordance with the AT&T rules for employee beneficiary designations unless the Order states the Alternate Payee's award will revert to the Participant.

If the Alternate Payee dies subsequent to the commencement of his or her benefit, the disposition of his or her benefit will be determined based on the benefit form selected by the Alternate Payee and in accordance with the Plan's provisions.

NOTE: *If a single life annuity or a lump sum option (if available) is elected, there will be no remaining benefit after the Alternate Payee's death.*

Shared Interest:

In the event the Alternate Payee dies after the Order has been determined to be qualified but prior to the commencement of the Alternate Payee's shared interest benefit, then the portion that would have been paid to the Alternate Payee will **revert** and be **restored** to the Participant.

In the event that the Alternate Payee dies subsequent to the commencement of his or her shared interest benefit, the disposition of any remaining benefit is contingent upon the form of benefit elected by the Participant and the AT&T rules for employee beneficiary designations.

NOTE: When Alternate Payee is awarded QJSA under the WarnerMedia Plan 033; In the event the Alternate Payee dies after the Order has been determined to be qualified but prior to the commencement of the Alternate Payee's shared interest benefit, then the portion that would have been paid to the Alternate Payee will **not revert** or **be restored** to anyone.

Section 2: Basic Elements of an Order

H. Death of a Participant/Survivorship Issues

Qualified Pre-retirement Survivor Annuity (QPSA)

Participant dies *prior* to the Participant's Commencement of Benefit (not in pay status):

If pre-retirement survivor benefits are not provided by the QDRO **no benefit will be payable to the Alternate Payee** if the Participant predeceases the Alternate Payee prior to the Participant's beginning commencement date and the Alternate Payee has not commenced his or her benefit.

If the Order designates the Alternate Payee as the Participant's surviving spouse for the purpose of receiving a specified portion of the **Qualified Pre-retirement Survivor Annuity (QPSA)**, the Alternate Payee will receive a portion of the QPSA **in lieu of** the portion of the Participant's lifetime benefit awarded under the Plan. Failure to specify the extent of the surviving spouse designation or the portion assigned to the Alternate Payee will cause the Order **NOT** to be **qualified**.

The Order may assign:

- ☐ any and all pre-retirement surviving spouse benefits (sole surviving spouse);
- ☐ ___% of any pre-retirement surviving spouse benefits;
- ☐ pre-retirement surviving spouse benefits in an amount equal to the portion of the Participant's accrued pension benefit that the Alternate Payee would have received under the QDRO had the Participant lived and retired voluntarily;
- ☐ a pre-retirement surviving spouse benefit in an amount that is proportional to the Alternate Payee's share of the accrued pension benefit that the Alternate Payee would have received under the QDRO had the Participant lived and retired voluntarily.

For a **separate interest award**, the death of the Participant **after** the Alternate Payee has commenced his or her benefit **will not** affect the Alternate Payee's right to receive his or her benefit pursuant to the Order.

Qualified Joint and Survivor Annuity (QJSA)

Participant dies *after his or her* benefit commencement and the Alternate Payee's commencement:

Shared Interest Award

A shared interest benefit that is payable to the Alternate Payee for the duration of the Participant's lifetime, **will terminate** upon the Participant's death. The Alternate Payee may be entitled to all or a portion of the **Qualified Joint and Survivor Annuity (QJSA)** **only if** it is specifically assigned in the Order and the Participant has elected a QJSA form of benefit with the Alternate Payee designated as "surviving spouse" at the Participant's retirement. If the Order assigns a portion of the QJSA to the Alternate Payee, and the Participant has not yet retired at the time the Order is qualified, the Participant will be ordered to elect the post retirement survivor option with the Alternate Payee designated as surviving spouse for the specified portion.

If the parties intend that the Alternate Payee and a subsequent spouse of the Participant are to share the survivor benefit, the QDRO should specifically state that the Alternate Payee's surviving spouse benefit is limited to a specific portion of the Participant's benefit. If the Participant's benefit is **in pay status**, and the survivor option was rejected or waived at Participant's retirement, a QDRO **cannot** reinstate or otherwise assign the survivor option for the Alternate Payee. The Order will **NOT** be **qualified** if it attempts to alter the Participant's benefit election after the Participant's benefit commencement.

The Order may assign:

- ☐ any and all post-retirement surviving spouse benefits (sole surviving spouse);
- ☐ ___% of any post-retirement surviving spouse benefits;
- ☐ post-retirement surviving spouse benefits in an amount equal to the portion of the Participant's accrued pension benefit that the Alternate Payee received under the Order;
- ☐ a post-retirement surviving spouse benefit in an amount that is proportional to the Alternate Payee's share of the accrued pension benefit that the Alternate Payee received under the Order.

Section 2: Basic Elements of an Order

H. Death of a Participant/Survivorship Issues (continued)

Qualified Joint and Survivor Annuity (QJSA) continued

For a separate interest award: In the event that the Participant dies after both his or her BCD and after the commencement of the Alternate Payee's separate interest benefit, the Alternate Payee will continue to receive his or her awarded benefit pursuant to the Order. The disposition of the Participant's Qualified Joint Survivor Annuity ("QJSA"), if applicable, will depend on the Participant's benefit election at retirement.

Termination/Waiver of Surviving Spouse Benefits

For participants with benefits in the following programs, a QDRO may terminate the Alternate Payee's right to a portion of the post retirement survivor benefit if the Order correctly names the Plan and meets the criteria of the QDRO Guidelines: the Non-Bargained Program of the AT&T Pension Benefit Plan program, the Southwest Program of the AT&T Pension Benefit Plan program, and the Mobility Bargained Program of the AT&T Pension Benefit Plan program.

The eligibility for the change in benefit and/or change in beneficiary must conform to the established Plan procedures in effect at the time the Order is qualified. Parties should refer to the Summary Plan Description to ensure all additional requirements, if applicable, are satisfied. The QDRO should state that the Alternate Payee waives his or her right to receive any share of the post-retirement survivor annuity and consents to the cancellation of the joint and survivor benefit option. Upon qualification of the Order, the Alternate Payee will be removed from that option and will not be entitled to receive the post-retirement surviving spouse benefit in the event of the Participant's death. The reduced monthly pension payable to the Participant pursuant to the Plan will be restored to the full amount before reduction for the joint and survivor annuity that would be payable to the Alternate Payee upon the Participant's death, beginning with the month following receipt and approval of the QDRO.

NOTE REGARDING POSTHUMOUS ORDERS

In general, an Order must be determined to be a QDRO prior to the death of a Plan participant and/or alternate payee. However, Fidelity will review an Order after the death of either the Participant or Alternate Payee where the following criteria are met:

1. The awarded benefit is available in the Plan at the time the Order was received;
2. the Order is in compliance with the QDRO requirements of ERISA, the Code and the Plan's QDRO Approval Guidelines;
3. The awarded benefit is not payable to another survivor, beneficiary or Alternate Payee at the time of the Participant's death.

I. Cost of Living Adjustments/Post-Retirement Ad Hoc Increases (*only available for in-pay Shared Interest QDROs*)

1. The Order should state whether the Alternate Payee will have the right to share in any cost of living adjustments/Post Retirement Ad Hoc Increases, should the Participant become entitled to any cost of living adjustments/Post Retirement Ad Hoc Increases following his or her retirement.
2. If the Order is **silent** on this issue, the Alternate Payee **will not** have the right to share in any cost of living adjustments/Post Retirement Ad Hoc Increases.
3. Any language in a separate interest QDRO or in a not in-pay Shared Interest QDRO attempting to award Cost of Living Adjustments/Post Retirement Ad Hoc Increases **will be disregarded**.

Section 2: Basic Elements of an Order

J. Early Retirement Subsidy

1. The Alternate Payee **will** be entitled to a proportional amount of Participant's early retirement subsidy, **if any, only if** the Order specifically awards a share of the Participant's early retirement subsidy to the Alternate Payee.
2. In the event the Order is **silent** on this issue, the Alternate Payee **will not** have the right to share in any early retirement subsidy that the Participant may become entitled to upon his or her retirement.
3. For Participants formerly in the Time Warner Pension Plan, if an Order assigns the Alternate Payee a proportional share of early retirement subsidy, and the Alternate Payee commences receipt of benefits before the Participant, the Alternate Payee's award will not be recalculated to include early retirement subsidy. In the event the Alternate Payee commences his or her benefit prior to the Participant commencing his or her benefit, the Alternate Payee will forfeit any entitlement to an early retirement subsidy. Any Order that states otherwise will be non-qualified.

K. Taxation

As required by the Internal Revenue Code, an Alternate Payee, who is a spouse or former spouse of the Participant, is responsible for any taxes incurred upon distribution of benefits. If the Alternate Payee is a child or dependent of the Participant, the Participant is responsible for taxes on such distribution. It is **not** possible to change federal taxation rules by agreement of the Parties in a Qualified Domestic Relations Order. Further, any language included in the Qualified Domestic Relations Order that attempts to change these federal taxation rules will cause the Order **NOT** to be **qualified**.

L. Interest on Cash Balance Awards

For the **cash balance benefit**, interest will be credited on the Alternate Payee's award at the rate determined by the Plan(s) from the valuation date at such times as determined by the Plan(s).

M. Additional QDRO Reject Reasons

An Order that fails to meet the federal statutes (i.e., ERISA and Internal Revenue Code) and these QDRO Approval Guidelines will be determined **NOT** to be **qualified**. In addition to the requirements listed in this Section, an Order will be "non-qualified" if any of the following deficiencies are contained within the document:

- Contradictory terms;
- The Order is unclear on what, how and/or when to pay the Alternate Payee's award;
- The Order requires the Plan(s) to force a Participant to commence benefits at a particular time in the future;
- The Order specifies that the Plan(s) pay attorney's and/or court fees;
- The Order requires payment to an assignee other than the Alternate Payee;
- The Order specifies assignment of a portion of the Participant's benefit to an Alternate Payee under a non-qualified excess plan;
- The Order specifies withdrawal and/or loan rights for the Alternate Payee;
- The employee has no account balance or benefit in the Plan(s) as of the specified valuation date;
- The Order does not specify benefit allocation or payment upon the death of the Alternate Payee and the Participant;
- The Order can be construed to improperly bind the Plan(s).

Section 3: Procedural Information

An **Executed Order** is an Order approved by a United States court of competent jurisdiction, relating to the provision of child support, alimony payments, or marital property rights, made pursuant to a state domestic relations law and filed with the appropriate court clerk's office. A signed Order or notice to enforce a child support obligation, issued by a state child support enforcement agency, will be treated as a domestic relations Order subject to these QDRO Guidelines.

A. General Information

1. Court-executed domestic relations orders and other court orders relating to the Alternate Payee's interest in the Plan will be reviewed.
2. **Initial draft** Orders (i.e., Orders that have **not** been executed with and authorized by the court) **will not** be reviewed.
3. **A draft amended** Order (where a preceding court-executed Order has been determined NOT to be qualified by Fidelity) will be reviewed. After a draft amended Order has been reviewed, the next Order submitted for review **must** be a court-executed Order.
4. An original or photocopy of either a) a court certified or true copy of a court-executed Order, or b) a court-executed **and** file-stamped Order, may be submitted for review and qualification.
5. A free copy of these QDRO Guidelines will be provided to the Parties upon request. Parties may request a free copy of the QDRO Guidelines by calling the Plan's Benefits Service Center at **1-800-416-2363**. In addition, the QDRO Guidelines can be obtained through the Fidelity QDRO Center website at <https://qdro.fidelity.com>.
6. Participant benefit information will be provided only in response to notarized written authorization from the Participant or a properly served subpoena.
7. In the event that an Order is received for a plan sponsored by AT&T Inc. for which Fidelity does not provide QDRO review and qualification services, the Order will be returned to the sender.
8. The Parties shall promptly notify Fidelity, in writing, of any change of name and/or address. The Plan's toll-free Benefits Service Center telephone number is **1-800-416-2363**.
9. Pursuant to ERISA and the Code, Fidelity will advise the Parties, in writing, within a "reasonable period of time" as to the Order's qualification or non-qualification. Typically, Fidelity determines whether an Order is qualified within **60 business days** for manually drafted Orders or **10-15 business days** for unaltered web-generated Orders.

B. Combined Orders

The Plan Administrator allows an Order to address one or more of the employee benefit plans sponsored by AT&T Inc. and named in these QDRO Guidelines. Each individual Plan named in the Order must qualify under the appropriate set of QDRO Guidelines for the Order to be considered qualified. Therefore, the Parties may find it preferable to enter a separate Order for each Plan from which benefits are sought to be assigned to the Alternate Payee.

The **only** exception to this policy is in the event that the Participant is **in pay status** for the Plan named in these QDRO Guidelines and in the Order. Fidelity **will** prioritize these Orders and **will** qualify the sections of the Order which pertain to the in-pay Plan, even if the Order references additional Plan(s) for which the Order is not qualified.

Section 3: Procedural Information

C. Mailing Addresses

1. Domestic relations orders and other *QDRO-related documents* should be sent to the following address:

Fidelity Investments
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: AT&T Services, Inc.

2. Subpoenas, Restraining Orders, authorizations to release Participant benefit information, written notification of address and/or name changes, and other non-QDRO related correspondence should be sent to the following address:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0065
ATTN: AT&T Services, Inc. - DB Operations

D. Acknowledgment of Order and Placement of Disbursement Restrictions

1. Fidelity will acknowledge receipt of all QDRO-related documents in writing to all Parties (provided that address information is available). Fidelity will place a **100% disbursement restriction** on a Participant's Plan benefit(s) which is **not in pay status**, and if an Order impacts the benefits of a Participant who is **in pay status**, **50% of the monthly amount currently being paid to the Participant will automatically be suspended** upon Fidelity's receipt of any of the following:
 - a court-executed domestic relations Order;
 - a court-executed Divorce Decree or Property Settlement Agreement that establishes Alternate Payee's interest in the Plan;
 - a Joinder;
 - written direction from the Plan Sponsor; or
 - written dispute by either Party following qualification of an Order.
2. Fidelity **will not** place a disbursement restriction on the Participant's Plan benefit(s) upon receipt of an **initial draft** Order. Fidelity will send written acknowledgment to the Parties upon receipt of the initial draft Order. The letter will inform the Parties that a disbursement restriction has **not** been placed on the Participant's Plan benefit(s) and that a court-executed Order is required. **The initial draft Order WILL NOT be reviewed.**
3. In the event Fidelity is unclear as to which Plan the document refers, a disbursement restriction **will** be placed on benefits for each of the Participant's Plan(s) for which Fidelity provides QDRO review services, as appropriate.
4. While the Participant's Plan benefits are restricted, he/she **may not** initiate commencement of his/her benefits.

Section 3: Procedural Information

E. Removal of Disbursement Restrictions

A disbursement restriction **will remain** on a Participant's benefit(s) (and/or the Alternate Payee's benefit(s), if applicable) until **one** of the following occurs:

1. The qualification of an Order and the establishment of a record in the Alternate Payee's name; suspended benefits will be released to the Participant following qualification of the Order. If applicable, the Alternate Payee's benefit will include the awarded portion of any Participant benefit payments that were suspended during the review period; or
2. Receipt of a Court Order releasing the Joinder on the Plan(s) **if** the disbursement restriction resulted from a Joinder (**see Section 3.F**); or
3. Receipt of a Court Order directing the removal of the disbursement restriction; or
4. Receipt of a Court Order vacating a previously received court-executed Order (the receipt of which caused the disbursement restriction to be originally placed on the Participant's Plan benefit(s)); or
5. Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's Plan benefit(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's benefit; or
6. Receipt of written direction from the Plan Sponsor; or
7. The expiration of the **45-day** deadline to provide a court-executed Amended Order as a result of a dispute of a previously qualified Order (**see Section 3.L**); or
8. For a Participant who is **In Pay** status at the time the Order was received, following the failure to qualify an Order, all suspended benefits **will be released** to the Participant at the time that the Order is determined not to be qualified; or
9. For a Participant who is **NOT In Pay** at the time the Order was received, the expiration of the **18-month** deadline to provide a court-executed amended Order following the failure to qualify the initial court-executed Order submitted to Fidelity for review for qualification purposes and no other court-executed document regarding the matter is provided to Fidelity.

F. Joinders

1. A Joinder is a legal document issued under the jurisdiction of a state court that results in the addition of parties, such as an employee benefit plan, to an existing lawsuit for divorce or legal separation. An Order of Joinder may be signed by a judge or a court clerk.
2. Upon receipt of a Joinder that references the Plan(s), Fidelity will acknowledge receipt of the Joinder by completing the "Notice of Appearance and Response of Employee Benefit Plan," the "Notice and Acknowledgment of Receipt," if applicable, and "Proof of Service."
3. Upon receipt of the Joinder a disbursement restriction will be placed on the Participant's Plan benefit(s) as appropriate (see Section 3.D.1).

G. Non-Qualification of Order

1. The Parties will be notified, in writing, upon a determination that a court-executed Order or draft amended Order fails to qualify. The failure to qualify letter will clearly identify and detail the deficiencies in the Order and the information necessary to render the Order qualified pursuant to these QDRO Guidelines.
2. Subsequent to the determination that a court-executed Order is not qualified, **one** (1) draft amended Order may be provided to Fidelity for review. Following the review of a draft amended Order, the next document submitted for review **must** be a court-executed amended Order.

Section 3: Procedural Information

H. Qualification of Order

The Parties will be notified in writing upon a determination that an Order is qualified.

I. Establishment of Alternate Payee's Record

1. Upon a determination that an Order is qualified, Fidelity will establish a record for the Alternate Payee.
2. Shortly after determination that an Order is qualified, a qualification letter will be mailed to the Parties. The Alternate Payee's qualification letter will contain information about the benefit payable and the earliest commencement date.
3. At this time, a letter will be forwarded to the Participant notifying them of the effect of the QDRO on their benefit payments.

J. QDRO/Beneficiary Designation Coordination

All beneficiary designations, if allowed by the Plan, **must** be made after qualification of the Order. All beneficiary designations **must** be properly submitted by the parties pursuant to the beneficiary designation procedures under the Plan(s), and will be honored regardless of whom is named as the beneficiary in the Order. In addition, any beneficiary designation(s) contained in the Order **will be disregarded**. The Participant is hereby advised that he or she can designate a new beneficiary (or re-designate the Alternate Payee, if desired) through his or her Benefits Service Center and in accordance with AT&T rules for employee beneficiary designations.

Section 3: Procedural Information

L. Disputes

For purposes of these QDRO Guidelines, “dispute” shall mean that *after qualification of an Order*, one or more of the Parties are questioning the terms and/or the interpretation of the Qualified Domestic Relations Order or the amount awarded to the Alternate Payee pursuant to the Qualified Domestic Relations Order.

For disputes pertaining to Orders previously qualified by a party other than Fidelity should be sent to:

**Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-1060
ATTN: Appeals Department**

NOTE: The procedures below may not apply if either the Alternate Payee or the Participant has taken a distribution and Fidelity has complied with both the Order and these QDRO Guidelines, or if an Order has not yet been qualified. In such case, the disputing party may need to seek relief outside the Plan.

1. The party disputing the award **must** notify Fidelity of the dispute in writing. The written letter of dispute should clearly state the reason(s) for the dispute and **should be sent to:**

**Fidelity Investments
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: AT&T Services, Inc.**

2. Upon receipt of a written letter of dispute, Fidelity will acknowledge receipt of the dispute in writing and will place **temporary disbursement restrictions** on both the Participant’s and the Alternate Payee’s benefits.
3. Fidelity will investigate the dispute and will send the Parties a written notice of the dispute determination with respect to whether Fidelity complied with the terms of the Order.
4. If Fidelity has not complied with the terms of the Order, the necessary corrective action will be taken.
5. If Fidelity has complied with the terms of the Order, the Parties will have **45 days** from the date of the dispute determination notice to submit a either a) a Court-Executed Amended Order that supersedes the disputed Order (or assigns an additional award to the Alternate Payee), or b) a court document demonstrating that the Parties intend to go to court with this matter. If a Court-Executed Amended Order or other appropriate court document is **not** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s benefits will be removed and the terms of the original qualified Order will be honored. Alternatively, if a Court-Executed Amended Order or other appropriate court document is received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s benefits will remain until one of the conditions in Section 3.E, “Removal of Disbursement Restrictions” has been met.

The Court-Executed Amended Order must clearly indicate whether it is assigning an *additional* benefit or is intended to *supersede* the previously qualified Order. Accordingly, the Court-Executed Amended Order must do the following:

- ☐ Provide the name of the Plan to which it (and the previously qualified Order) applies;
- ☐ Correctly identify the previously qualified Order (by document name/title and date) to which the Court-Executed Amended Order applies;
- ☐ Clearly state whether the Court-Executed Amended Order is *assigning an additional benefit* or is intended to *supersede the previously qualified Order*.

Section 4: QDRO Information Sheet

PLEASE COMPLETE THESE FORMS AND FORWARD THEM WITH YOUR ORDER TO:

**Fidelity Service Center
AT&T QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066**

AT&T QDRO Administration Group

Cincinnati, OH 45277-0066

PARTICIPANT INFORMATION

STREET ADDRESS

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STREET ADDRESS CONTINUED

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CITY

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STATE

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PARTICIPANT ATTORNEY INFORMATION *(if applicable)*

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STREET ADDRESS

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STREET ADDRESS CONTINUED

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Section 4: QDRO Information Sheet
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ALTERNATE PAYEE INFORMATION

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STREET ADDRESS CONTINUED

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CITY

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STATE

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ALTERNATE PAYEE ATTORNEY INFORMATION (if applicable)

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STREET ADDRESS

[illegible]

STREET ADDRESS CONTINUED

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CITY

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