

SOUTHERN CALIFORNIA IBEW-NECA PENSION PLAN

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)
PROCEDURES**

August 2026

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The Administrative Trust Funds Office (the “Administrative Office”) of the Southern California IBEW-NECA Pension Plan (“Plan”) will determine the qualified status of domestic relations orders (“DROs”) and administer benefit payments under qualified domestic relations orders (“QDROs”) pursuant to the following procedures (“Procedures”). Participants, prospective Alternate Payees, and their attorneys should familiarize themselves with these Procedures when drafting DROs and submitting them to the Plan for review.

All capitalized terms not defined in these Procedures will have the meaning set forth in the Plan.

1. Model QDROs

The Administrative Office provides model QDROs to assist in drafting of a DRO. Use of the model QDROs is encouraged but not required. Use of the model QDRO does not guarantee that the Plan will deem the DRO to be qualified.

2. Receipt and Review of Court-Entered DROs

All DROs entered and executed by a Court with respect to the Plan shall be submitted to the Administrative Office. A DRO may include:

- A. A court-entered divorce decree, judgment, or other order providing for the assignment of a portion of the Participant’s benefit to the Alternate Payee.
- B. A court-entered order directing the Plan to prohibit the payment of benefits to the Participant pending further order from the court.

3. Notification of Receipt of a DRO

If the individual named in the DRO is a Participant in the Plan, the Administrative Office will notify the Participant and the Alternate Payee(s) listed in the DRO (each, a “Party” and together, the “Parties”) that the Plan has received the DRO. The notice will include a copy of these Procedures. The Administrative Office will review the DRO to determine whether the DRO is qualified and will inform the Parties in writing of its determination.

4. Benefit Restrictions

Benefit restrictions for *DROs* entered and executed by a Court:

While making its determination as to whether a court-executed and entered DRO is qualified, the Administrative Office will restrict the Participant’s benefits. The

restrictions will become effective as soon as administratively feasible after the Administrative Office receives a copy of the DRO.

If the Participant is **not** already receiving a benefit from the Plan, the Participant will not be allowed to commence benefits until the restriction is lifted.

If the Participant **is** already receiving a benefit from the Plan, the portion of the Participant's benefit that the Administrative Office determines would be payable to the Alternate Payee under the DRO, if it were determined to be qualified (a QDRO), will begin to be withheld from the Participant's payments as soon as administratively feasible and through the restriction period. If the amount cannot be reasonably determined, nothing will be withheld, and the Parties will be notified.

Benefit Restrictions for Other Notices:

For a Participant who **is** already receiving a benefit from the Plan, the Administrative Office will **not** place any restrictions on benefit payments upon receipt of a notice or order that is not a DRO (for example, a draft DRO, joinder summons, or notice of adverse interest). The Plan cannot fail to pay benefits to a Participant in pay status when due simply because the Plan has received notice of another person's claim to some or all of those benefits; it can withhold only after receiving a DRO entered and executed by a court or state child support agency. *See* 29 U.S.C. § 1056(d)(3)(H).

For a Participant who is **not** already receiving a benefit from the Plan but is eligible to receive benefits and has applied for benefits, the Plan may delay the commencement of any benefits for a period of up to 90 days upon receipt of any of the following:

- A. Notice from the Participant, the Alternate Payee, or prospective Alternate Payee that a DRO is being sought and/or a DRO is imminent.
- B. A draft or proposed DRO.
- C. Other information sufficient to reasonably establish that a domestic relations proceeding has been initiated and that the Parties intend to prepare a DRO relating to the Participant's benefits under the Plan.

This 90-day restriction cannot be renewed by submission of further notices. However, the Administrative Office may extend such restriction if, in its discretion, it determines based on facts and circumstances that additional time is required for a court to enter a DRO. Additionally, the subsequent receipt by the Plan of a DRO entered and executed by a Court will trigger the benefit restrictions discussed above.

If the Administrative Office receives information reflecting a possible intent to divide the Participant's benefits, but insufficient to reasonably establish that the Parties intend to prepare a DRO, no restrictions on the Participant's benefit will be put in place but the Administrative Office may notify the Parties of these Procedures.

5. **Termination of Benefit Restrictions**

If the Administrative Office determines that a DRO is **not** qualified, the restrictions may continue for up to 18 months from the date the restrictions became effective; provided, however, that the Participant and Alternate Payee may request that the restrictions be terminated earlier. Thereafter, the Plan's determination will become final and the Administrative Office will lift the restrictions and return any withheld amounts to the Participant if the Administrative Office did not receive a DRO it could qualify within the 18-month period. If restrictions are removed due to inactivity, a QDRO may be pursued at a later time.

If the Administrative Office determines that a DRO (or a modification thereof) **is** qualified, the determination is final. The Administrative Office will lift the restrictions and distribute any withheld amounts to the Alternate Payee, to the extent required by the QDRO, with the remainder, if any, returned to the Participant.

Additionally, the Administrative Office will remove restrictions upon receipt and review of any of the following:

- A. A copy of a court order (including a dissolution of marriage, final decree of divorce, or a property settlement agreement incorporated into such order) that clearly indicates that the prospective Alternate Payee is not entitled to benefits in the Plan.
- B. An executed and notarized affidavit, declaration, and waiver from the prospective Alternate Payee, in a form acceptable to the Plan. This option is only available if the Plan has not received a DRO that it can qualify.
- C. A copy of a court order lifting any restriction pertaining to the Plan's benefits.

Removal of a restriction does not imply or suggest that the Alternate Payee has waived the Alternate Payee's rights to any portion of the Participant's retirement benefits. If the restriction is lifted, the Participant's ability to receive benefits will be determined under the terms of the Plan. Any DRO received after the restriction is lifted will apply on a prospective basis only, which may affect the amount that may be available to be assigned to the Alternate Payee, whether the Alternate Payee may receive survivor benefits, and/or whether a "separate interest" may be assigned to the Alternate Payee. After payments commence to a Participant,

benefits may only be divided through a “shared interest” assignment (a portion of each payment the Participant receives).

6. **Responding to Requests for Information**

Upon receiving a request by a Participant or prospective Alternate Payee for relevant information in connection with a domestic relations proceeding, the Administrative Office (or its delegate) will provide information necessary to prepare a DRO. This shall include a copy of these Procedures and any general Plan information that has been reasonably requested that is relevant to drafting a DRO, and relevant model QDROs.

Participant-specific information (such as individual benefit statement(s)) will only be provided to other parties as follows:

- A. If the request for Participant-specific information comes from a prospective Alternate Payee who is either named in a court-entered DRO or who is still married to the Participant, the Administrative Office will provide the requested Participant-specific information.
- B. If the request for Participant-specific information comes from a prospective Alternate Payee who is not named in a court-entered DRO and is not married to the Participant, the Administrative Office will provide the requested information only upon receipt of written and notarized consent from the Participant consenting to the Plan’s release of the requested information; or, a valid subpoena requiring the Plan to provide the requested information.

7. **General QDRO Requirements**

- A. **QDRO Required Information.** A DRO *must* contain the following information to qualify as a QDRO:
 - i. the name and last known mailing address of the Participant and each Alternate Payee;
 - ii. the name of the plan to which the DRO applies;
 - iii. a clear statement of the assignment to the Alternate Payee, including the dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the Alternate Payee; the number of payments or period to which the DRO applies; and the method of assignment (i.e., shared interest or separate interest);
 - iv. specification of the unit that is being used in any coverture/marital/time-rule fraction. For example, a QDRO for the Plan may use either “total credited service” (representing covered

hours worked) or “benefits accrued” (representing covered hours worked multiplied by the applicable contribution rate for a given period);

- v. a description of what happens in the event of the Participant’s or Alternate Payee’s death;
- vi. specification of the form of payment the Participant must elect at retirement if the Alternate Payee will be treated as the Participant’s surviving spouse (or designated beneficiary); and
- vii. if the Alternate Payee is to be treated as the Participant’s surviving spouse, a clear statement of the extent to which the Alternate Payee will be treated as the Participant’s surviving spouse.

B. Other Information. A DRO ***must not*** contain any of the following to qualify as a QDRO:

- i. The DRO must not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;
- ii. The DRO must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);
- iii. The DRO must not require the Plan to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another DRO previously determined to be a QDRO;
- iv. The DRO must not allow an Alternate Payee to elect benefits in the form of a joint and survivor annuity for the lives of the Alternate Payee and the Alternate Payee’s subsequent spouse;
- v. The DRO must not include any provision that is inconsistent with the terms of the Plan;
- vi. The DRO must not provide for a “separate interest” assignment to an Alternate Payee after annuity payments to the Participant have started;
- vii. The DRO must not include a beneficiary designation for the Alternate Payee or provide for payments to an Alternate Payee’s estate. An Alternate Payee’s beneficiary, if any, is determined under the terms of the Plan, based on the form of benefit applicable to the Alternate Payee’s assigned share.

8. “Separate Interest” QDROs

A “separate interest” QDRO may require or permit certain benefits to be paid to an Alternate Payee even though the Participant has not yet begun receiving benefits, as long as benefits are not paid to the Alternate Payee before the date on which the Participant attains “earliest retirement age.” For purposes of these Procedures, a Participant’s earliest retirement age is the earlier of the date on which the Participant is entitled to a distribution under the Plan, or the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service, which is age 55 at the earliest. In such case, benefits may be paid:

- A. as if the Participant had retired on the date on which such payment is to begin under such DRO (but taking into account only the present value of the Participant’s benefits actually accrued under the Plan and not taking into account the present value of any subsidy for early retirement); and
- B. in any form in which such benefits may be paid under the Plan to the Participant, other than in the form of a joint and survivor annuity for the lives of the Alternate Payee and the Alternate Payee’s subsequent spouse.

Effect of death of Participant. If the Participant dies before benefits commence to either party, no benefit will be payable to the Alternate Payee unless the QDRO expressly provides that the Alternate Payee will be treated as the Participant’s surviving spouse for purposes of the Plan’s qualified pre-retirement survivor annuity (QPSA). The QDRO must also indicate the specific portion of the Alternate Payee’s share of the QPSA benefits or the manner in which to calculate such portion.

Under a separate interest QDRO, if the Participant dies after benefits commence to either party, the Participant’s death will not affect the Alternate Payee’s benefit.

Early Retirement Subsidy. If the Alternate Payee elects to commence benefits prior to the Participant’s actual date of benefit commencement, then the Alternate Payee’s benefits will be calculated without considering any early retirement subsidy provided under the terms of the Plan. If the Participant subsequently retires and receives an early retirement subsidy, the Alternate Payee’s benefits will be recalculated to include such subsidy, unless the QDRO provides otherwise. If the Alternate Payee commences benefits at the same time as the Participant, the Alternate Payee’s benefit will include any available early retirement subsidy unless the QDRO provides otherwise.

9. Review of California Joinder Documents

California Family Code Section 2337(d)(1), as amended, provides in pertinent part, “(1) The party’s retirement or pension plan shall be joined as a party to the proceeding for dissolution, unless joinder is precluded or made unnecessary by

Title 1 of the federal Employee Income Security Act of 1974 (29 U.S.C. Sec. 1001 et seq.), as amended (ERISA), or any other applicable law.” The Plan is an ERISA-covered employee retirement plan. Consequently, it is not necessary for a court in California to join the Plan as a party to divorce proceedings.

10. **Consultation**

The Administrative Office may consult with legal, actuarial and such other counsel as it deems appropriate in determining whether the DRO is a QDRO.

11. **No Legal Advice**

The Plan’s role in reviewing DROs and draft DROs is neutral and administrative. The information in these Procedures and any communications from the Administrative Office or Plan Counsel do not constitute legal advice. Parties involved in a domestic relations proceeding should consult their own attorneys or advisors regarding their rights and obligations.

12. **Miscellaneous**

- A. All determinations and actions to be made or taken by the Administrative Office hereunder will be made or taken in the sole discretion of the Administrative Office and will be final and binding on each Party and each other person.
- B. These Procedures may be amended or modified from time to time at the discretion of the Plan’s Board of Trustees, without notice to any person.
- C. Neither the Board of Trustees, the Administrative Office nor any other person will be liable to any Participant, beneficiary, Alternate Payee or any other person for any amounts paid or not paid to any such person as a result of the Administrative Office’s determination or failure to determine that any DRO is or is not a QDRO.

- D. All notices required hereunder will be made in writing. Any notice required to be sent to the Board of Trustees or Administrative Office should be sent to the Administrative Office.

Southern California IBEW-NECA Pension Plan
Administrative Trust Funds Office
PO Box 6652
Pasadena, CA 91109

All notices to the Parties pertaining to any matter under consideration will be mailed to the address of each such Party shown on the DRO (or if there is none, the address believed by the Administrative Office to be such Party's address) or to such other address as such Party may provide to the Administrative Office.