

QDRO APPROVAL GUIDELINES AND PROCEDURES

Paychex, Inc. 401(k) Incentive Retirement Plan

Effective date of this document: September 28, 2012*

**FOR ASSISTANCE CREATING A QDRO, GO TO:
*****QDRO.FIDELITY.COM*******

This document is designed to assist in the preparation of a domestic relations order that meets the requirements of federal law and the provisions of the Plan. In the following sections, you will find the Plan's processing guidelines for determining the qualification of an order and some discussion of plan features and issues that should be considered in drafting a QDRO. For a more detailed discussion of the various features of the Plan, please refer to the Summary Plan Description. (See Section 9, "Contact Information" for information on how to obtain a copy of your Plan's Summary Plan Description.)

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. Further, the information contained in this document is subject to revision at any time based upon changes in the Plan language, federal law or at the direction of the Plan Administrator.

*Administrative change only

GETTING STARTED

To get started, refer to the "Checklist for Completing a QDRO" on the following page. This checklist will take you step-by-step through the process of creating a QDRO.

Note that a domestic relations Order may be drafted in one of two ways:

- **Using Fidelity's QDRO Center website, or**
- **Manually**

1. **THE FIDELITY QDRO CENTER.** The Fidelity QDRO Center is a website that was created to assist individuals in the preparation of domestic relations orders and is tailored to meet the requirements of the Plan, ERISA and the Code. The Fidelity QDRO Center website provides immediate access to a Glossary of Terms, Frequently Asked Questions and the Plan's QDRO Approval Guidelines and Procedures ("QDRO Guidelines").

The advantages of using the Fidelity QDRO Center website to create an Order are as follows:

- **quick and easy creation of a QDRO**
- **avoid common errors and omissions, producing Orders that are more frequently qualified**
- **expedited Order review**
- **reduced Order review fees**

The Fidelity QDRO Center may be accessed by going to <https://qdro.fidelity.com> (then registering as a user and logging in). Specific step-by-step questions will guide you through the QDRO creation process. Note: The Fidelity QDRO Center website is designed to assist in the creation of a QDRO. Use of the Fidelity QDRO Center website does not result in an automatic electronic submission of a QDRO to Fidelity. **Orders created using the Fidelity QDRO Center website must be printed out and executed by a court of competent jurisdiction prior to submission to Fidelity for review.**

2. **MANUALLY.** Any order that is *not* drafted using Fidelity's QDRO Center website *or* any Order that is drafted using Fidelity's QDRO Center website but is subsequently altered is considered a manually drafted Order. Parties with uniquely complicated needs may choose to submit a manually drafted order to Fidelity for review. Note that **Parties choosing to draft a QDRO manually may use the MODEL ORDER contained within this document.** (See Section 12, "Model Order")

CHECKLIST FOR COMPLETING A QDRO

- 1. **Determine the applicable Plan.**
- 2. **Verify the Participant has sufficient assets in the applicable Plan.**
- 3. **Determine whether you will be using Fidelity's QDRO Center website to draft your Order.**
The Fidelity QDRO Center website is tailored to the requirements of your Plan and is designed to simplify and expedite the qualification process. Visit <https://qdro.fidelity.com>.
- 4. **Draft an Order.**
 - Web-generated order – *generated from the Fidelity QDRO Center website.*
 - Manual order – *any order not generated from the Fidelity QDRO Center or any Order that is drafted using Fidelity's QDRO Center but is subsequently altered.*
- 5. **Submit the order to a court for judge's signature and obtain a court certified or true copy of the executed order.** (See Section 10, "Definition of Terms")
- 6. **Submit the certified or true copy of the Court-Executed Order to Fidelity at the address provided in Section 9, "Contact Information." A "QDRO Information Sheet" (See Section 11, "Forms"), or the Addendum (if it is a web-generated Order) must be included with the submission of an Order.**
- 7. **You will receive an acknowledgement letter once Fidelity receives your Order for review.**
(See Section 7.A, "Written Notifications")

*Fidelity will acknowledge receipt of the Order in writing within 3-5 business days from the date of receipt.
- 8. **You will receive a determination letter either qualifying or non-qualifying the Order.**
(See Sections 7.B & 7.C, "Written Notifications")

*The timeframe for the review of web-generated orders is typically 5-10 business days and within 60 business days for manually created orders. (See Section 5, "Timeframe for Review")

NOTE: If you receive a non-qualification letter, you will need to make the appropriate changes and begin the process again at Step 4.

QDRO APPROVAL GUIDELINES AND PROCEDURES

Paychex, Inc. 401(k) Incentive Retirement Plan

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1. INTRODUCTION

WHY IS A QUALIFIED DOMESTIC RELATIONS ORDER NECESSARY?

Federal law prohibits a participant in a qualified retirement plan from assigning or alienating the participant's interest in the plan. (See Section 206(d) of ERISA). However, an exception to this prohibition was created by the Retirement Equity Act of 1984 (REA) for assignments of retirement benefits through a Qualified Domestic Relations Order ("QDRO").

A QDRO is a court order issued under a state's domestic relations law that:

- 1.) recognizes the right of an alternate payee (who must be either a spouse, former spouse, child or other dependent of a participant in an employee benefit plan) to receive all or part of the participant's vested interest in a tax-qualified retirement plan, and
- 2.) has been determined by the Plan Administrator to meet specific requirements of federal law and the provisions of the Plan. The requirements are contained in the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Internal Revenue Code of 1986, as amended (the Code), and the Plan's QDRO Approval Guidelines and Procedures ("QDRO Guidelines").

Unless a court Order meets these requirements, it will not be considered a QDRO and the terms of the court order cannot be enforced by the Plan.

NOTE: Although same-gender marriages are valid under certain state's laws, only opposite-gender spouses or former spouses are eligible to receive spousal benefits and exercise spousal rights under the Plan. A court order issued pursuant to the divorce of two same-gender spouses cannot qualify as a QDRO.*

*In accordance with how the terms 'marriage' and 'spouse' are defined under the Federal Defense of Marriage Act of 1996 ('DOMA') a participant is considered to be married if the participant has or had a spouse who is a member of the opposite gender. Both the Code and ERISA rely upon DOMA to define the term "spouse" to mean a person of the opposite gender who is a husband or wife. Furthermore, a participant and spousal alternate payee should be, or should have been considered married for federal income tax purposes.

2. BASIC ELEMENTS OF AN ORDER

THE FOLLOWING SECTION OUTLINES ISSUES THAT EITHER MUST OR MAY BE ADDRESSED IN THE ORDER.

A. PLAN NAME

The Order **MUST** clearly specify the Plan to which it applies. The legal name of the Plan to which these QDRO Guidelines apply is:

Paychex, Inc. 401(k) Incentive Retirement Plan

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* be **non-qualified**.

- Names of Participant and Alternate Payee
- Last known mailing addresses

*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 be non-qualified. Parties should provide dates of birth and social security numbers under separate cover using the QDRO Information Sheet included in these QDRO Guidelines (see Section 11.A, "Forms"), or the Addendum if the parties are submitting a web-generated order.

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

C. VALUATION DATE

1. The Order should state a **single** Valuation Date to be used for determining the Alternate Payee's award.
2. In the event that the Order is **silent** regarding the Valuation Date, *the date of account segregation will be used* as the Valuation Date.
3. When account balance information is not available for the Valuation Date stated in the Order, Fidelity will use the closest previous Valuation Date available under the Plan.
4. The earliest Valuation Date available for the Plan is **May 1, 2006**.
5. Any Order that states a Valuation Date prior to the earliest Valuation Date available for the Plan, or any Order for which the Valuation Date is unclear will be **non-qualified**.

If the Parties wish to determine the Alternate Payee's award using account information prior to the earliest Valuation Date available, they must obtain Plan account information from either their own records or those of the Plan's prior recordkeeper for the determination date desired and calculate the specific dollar amount of the award. Additionally, if earnings are to be credited on the award, the Parties must provide the dollar amount of the award adjusted for earnings for the applicable period prior to the earliest Valuation Date.

2. BASIC ELEMENTS OF AN ORDER

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

1. The Order **must** award the Alternate Payee either:

- a fraction or percentage, or
- a specific dollar amount

of the Participant's *total vested account balance* (hereinafter referred to as 'account' or 'account balance') as of the Valuation Date.

2. Any Order which contains an award which is not clear and calculable will be **non-qualified**.

SAMPLE LANGUAGE: To address the award, one of the following sentences may be added to the Order:

- The Alternate Payee's interest in the Plan shall be ___% of the Participant's total vested account balance under the Plan as of the Valuation Date.
 - The Alternate Payee's interest in the Plan shall be \$ ___ of the Participant's total vested account balance under the Plan as of the Valuation Date.
-

E. EARNINGS

1. The Order should indicate whether the Alternate Payee's award will be subject to earnings (dividends, interest, gains and losses) from the *Valuation Date to the date of account segregation*.

2. In the event that the Order is **silent** regarding this issue, the Alternate Payee **will not** be subject to earnings on his/her award *from the Valuation Date to the date of account segregation*.

3. If the Order states that the Alternate Payee's award is subject to earnings, earnings on the Alternate Payee's award will be calculated *from the Valuation Date to the date of account segregation* in accordance with the Plan's procedures for calculating earnings, and the Alternate Payee's award will be adjusted accordingly.

4. In all cases, after qualification of the Order, the Alternate Payee's award will be subject to earnings *from the date of account segregation to the date of distribution*.

5. Any Order which is **unclear** as to the treatment of earnings on the Alternate Payee's award will be **non-qualified**.

SAMPLE LANGUAGE: To address earnings, one of the following sentences may be added to the Order:

- The Alternate Payee's award **IS** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's account.
 - The Alternate Payee's award **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that award is segregated from the Participant's account.
-

2. BASIC ELEMENTS OF AN ORDER

F. PARTICIPANT LOANS

1. The Order should indicate whether the value of any outstanding loans on the Valuation Date is to be included in determining the Alternate Payee's award.
2. In the event that the Order is **silent** regarding this issue, the value of Participant loan balance(s) outstanding as of the Valuation Date specified in the Order **will not** be included in the Participant's Plan account balance for purposes of calculating the account balance to be divided.

Example:

• Participant's Total Vested Account Balance on Valuation Date:	\$100,000*
• Participant's Loan Balance on Valuation Date:	\$ 10,000*
• Alternate Payee's Award, if defined in Order as 50% of the Participant's Vested Account Balance with no mention of loans:	\$ 50,000
• Alternate Payee's Award, if defined in Order as 50% of the Participant's Vested Account Balance including loans:	\$ 55,000

** Fidelity Participant statements report outstanding loan balances as a separate line item from the Total Vested Account Balance, which is the vested **liquid** balance in the Plan. A Participant's total interest in the Plan is the sum of the Total Vested Account Balance and the outstanding loan balance shown on the statement.*

3. The Alternate Payee's award will be paid from the non-loan assets of the Participant's Plan account.
4. If, as a result of an outstanding loan balance(s), the Participant's liquid balance (non-loan assets) is not sufficient to cover the required transaction to transfer the award to the Alternate Payee, the Order will be **non-qualified**.
5. Any Order which is **unclear** as to the treatment of loans in determining the Alternate Payee's award will be **non-qualified**.
6. There will be **no** transfer of the Participant's loan liability to the Alternate Payee. Any remaining loan balance(s), at the time of segregation of the award, will remain with the Participant. Any Order which attempts to assign loan liability to the Alternate Payee will be **non-qualified**.

SAMPLE LANGUAGE: To address loans, one of the following sentences may be added to the Order:

- In the event that there is an outstanding loan balance as of the Valuation Date, the loan balance **WILL** be included for purposes of calculating the account balance to be divided.
- In the event that there is an outstanding loan balance as of the Valuation Date, the loan balance **WILL NOT** be included for purposes of calculating the account balance to be divided.

G. BENEFIT FORM

1. The forms of benefits available to the Alternate Payee under the Plan are as follows:
 - Lump Sum Distribution
 - Installments
2. In the event that the Order is **silent** regarding this issue, the Alternate Payee will have the right to select the benefit form(s) at the time he/she becomes eligible and elects to receive a distribution.
3. Any Order which states a form of benefit not available to the Alternate Payee will be **non-qualified**.

SAMPLE LANGUAGE: To address the benefit form, the following sentence may be added to the Order:

- The Alternate Payee will have the right to select from the available benefit forms provided under the terms of the Plan at the time he/she elects to receive a distribution.

2. BASIC ELEMENTS OF AN ORDER

H. COMMENCEMENT OF THE ALTERNATE PAYEE'S AWARD

1. The Alternate Payee may initiate a distribution of his/her award as soon as administratively feasible following the qualification of the Order and segregation of the Alternate Payee's award, pursuant to the administrative procedures established for the Plan.
2. If the Order is **silent** regarding this issue, the Alternate Payee's interest in the Plan shall be payable as soon as administratively feasible following the qualification of the Order.
3. Any Order which states otherwise will be **non-qualified**.

SAMPLE LANGUAGE: To address the commencement of the Alternate Payee's award, the following sentence may be added to the Order:

- The Alternate Payee's interest in the Plan shall be payable as soon as administratively feasible following the qualification of the Order.

I. TRANSFER OF THE AWARD FROM THE PARTICIPANT'S PLAN ACCOUNT

1. The Alternate Payee's award **must** be transferred proportionately from all standard plan investment options in the Participant's Plan account(s) as of the date of account segregation. Orders that provide otherwise will be **non-qualified**.
2. The award **must** be transferred proportionately from all contribution sources in the Participant's Plan account(s) as of the date of account segregation. The Order **cannot** specify that the Alternate Payee's award be transferred from a specific contribution source (i.e., the after-tax source only). **Orders that provide for this will be non-qualified.** Pursuant to Section 72(m)(10) of the Internal Revenue Code, the tax cost basis of the investment options in the Participant's Plan account **must** be transferred to the Alternate Payee proportionately from all contribution sources in the Participant's Plan account as of the date of account segregation.

SAMPLE LANGUAGE: To address the issue of transfer, the following paragraph may be added to the Order:

- The Alternate Payee's award will be paid proportionally from all standard plan investment options in which the Participant's account is invested.

J. TAXATION

An Alternate Payee who is a spouse or former spouse of the Participant is responsible for any taxes incurred upon distribution of benefits. Payments to any other Alternate Payees are taxable to the Participant. **The Order will be non-qualified if it states otherwise.** (It is not possible to change federal taxation rules by agreement of the Parties in a Qualified Domestic Relations Order.)

SAMPLE LANGUAGE: To address the issue of taxation, the following paragraph may be added to the Order:

- For the 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 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 such distribution.

2. BASIC ELEMENTS OF AN ORDER

K. DEATH OF ALTERNATE PAYEE

1. The Alternate Payee will have the right to designate a beneficiary in accordance with the Plan's administrative procedures. After the qualification of an Order, in the event that the Alternate Payee dies without designating beneficiary, or if the beneficiary predeceases the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate.
2. All beneficiary designation(s) must be made after qualification of the Order and segregation of a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan and cannot be accepted in the Order. *Any actual beneficiary designation(s) contained within the Order will be disregarded, but will not cause the Order to be non-qualified.*

NOTE: If the Alternate Payee dies *prior to the qualification of an Order*, there shall be no benefits payable on behalf of the Alternate Payee.

SAMPLE LANGUAGE: To address the death of the Alternate Payee, the following sentence may be added to the Order:

- The Alternate Payee has the right to designate a beneficiary in accordance with the Plan's administrative procedures. After the qualification of this Order, if the Alternate Payee dies without designating a beneficiary, or if the beneficiary predeceases the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate.
-

L. DEATH OF PARTICIPANT

The death of the Participant after the qualification of the Order will not affect the Alternate Payee's right to his/her award.

SAMPLE LANGUAGE: To address the death of the Participant, the following sentence may be added to the Order:

- The death of the Participant after the qualification of the Order will not affect the Alternate Payee's right to his/her award.
-

M. QDRO/BENEFICIARY DESIGNATION COORDINATION

1. Any language in the Order which attempts to divest the Alternate Payee of all right, title and interest in the Participant's Plan account(s), or waiving such right and interest (with the exception of the amount awarded under the Order), will be disregarded.
 2. All beneficiary designations must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the Plan(s), and will be honored regardless of who is named as the beneficiary in the Order. **Any beneficiary designation contained in the Order will be disregarded**. The Participant will be advised that he/she can designate a new beneficiary (or re-designate the Alternate Payee if desired) through his/her Benefits Service Center.
-

3. ORDERS ACCEPTED FOR REVIEW

Fidelity must receive an **original or photocopy** of either a Court Certified or True Copy of a Court-Executed Order that has been determined to be qualified before the terms of the Order can be honored. (See Section 10, “Definition of Terms”)

A. ORDERS ACCEPTED FOR REVIEW

The following may be submitted to Fidelity for review:

1. **Any Court-Executed Order** (as defined in Section 10, “Definition of Terms”)
2. **A signed Order or Notice from a state child support enforcement agency**
3. **A Draft Amended Order** (as defined in Section 10, “Definition of Terms”)

NOTE: After a Draft Amended Order has been reviewed, the next Order submitted for review **MUST** be a Court-Executed Order.

NOTE: Along with your Order, please submit a completed copy of the attached **“QDRO Information Sheet”** (See Section 11, “Forms”), or the Addendum if it is a web-generated Order.

B. ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will NOT be reviewed:

1. **Initial Draft Order** (as defined in Section 10, “Definition of Terms”)

NOTE: An Initial Draft Order will **not** be considered sufficient notification to the Plan of the Alternate Payee’s interest.

2. **An Order that references a Plan for which Fidelity does not provide QDRO qualification services**

NOTE: Such an Order will be returned to the sender.

4. ORDER REVIEW FEES

A FEE IS ASSESSED FOR ORDERS REVIEWED BY FIDELITY

- A. In accordance with D.O.L. Field Assistance Bulletin 2003-3, for defined contribution Orders received by Fidelity on and after the effective date of this document, the fee for the review to determine whether the Order is a 'Qualified Domestic Relations Order' will be assessed to the Participant and/or Alternate Payee.

The Order review fees are:

- \$ 300 for the review of Orders generated via Fidelity's QDRO Center website with no modifications;**
\$1,200 for the review of Orders not generated via Fidelity's QDRO Center website;
\$1,200 for the review of Orders generated via Fidelity's QDRO Center website but subsequently altered.

NOTE: The \$300 QDRO fee for review of a web-generated Order is waived.

- B. Please be advised of the following information related to the assessment of the Order review fee:
1. The Order may specify the fee allocation between the Participant and the Alternate Payee.
 2. The fee is charged upon the completion of the initial review and determination of qualification or non-qualification.
 3. If an initial Order is submitted and determined to be non-qualified, the Plan will charge 100% of the QDRO determination fee to the Participant's account balance upon completion of the review of the initial Order. Following the qualification of a subsequent amended Order, a fee adjustment will be processed so that the fee will be taken 50% from the Participant's account and 50% from the Alternate Payee's account, unless the qualified amended Order states otherwise, and provided there are sufficient funds in both accounts to divide the fee in this manner.
 4. If the initial Order is qualified on first review, and the Order does not specify the fee allocation between the Participant and the Alternate Payee, or if the language in the Order is unclear regarding the allocation of the review fee between the Participant and the Alternate Payee, the Plan will assess the fee 50% from the Participant's account and 50% from the Alternate Payee's account, provided there are sufficient funds in both accounts to divide the fee in this manner.
 5. If, following the qualification of an Order, the segregation of the Participant's account and the establishment of an account in the Alternate Payee's name, the Participant's remaining total vested account balance is insufficient to pay the amount of the QDRO determination fee assigned to the Participant, the amount of the fee assigned to the Participant will be taken from the Participant's account to the extent possible and the balance of the fee will be assessed to the Alternate Payee's account. Likewise, if the Alternate Payee's total vested account balance is insufficient to pay the amount of the QDRO determination fee assigned to the Alternate Payee, the amount of the fee assigned to the Alternate Payee will be taken from the Alternate Payee's account to the extent possible and the balance of the fee will be assessed to the Participant's account.
 6. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.
 7. The fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.
 8. QDRO determination fees will not be imposed retroactively or on Orders received prior to the above date and not yet reviewed.
 9. In the event that the Participant's total vested account balance is determined to be less than or equal to **\$2,000.00** as of the date that the Order is received, the parties will be informed in writing that the QDRO determination fee may potentially liquidate the account. The parties will be given **45 days** to withdraw the submitted Order and to request that Fidelity not continue with its review of the Order. Note that all requests to discontinue the review of the submitted Order must be signed by both parties and notarized.

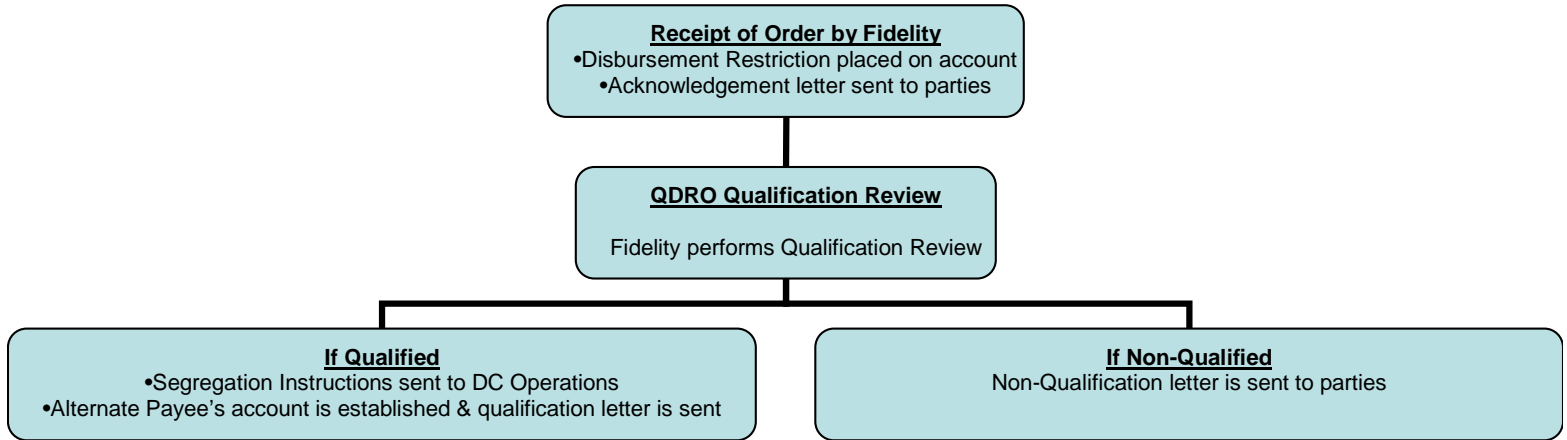
5. TIMEFRAME FOR REVIEW

HOW LONG WILL IT TAKE FIDELITY TO REVIEW MY ORDER?

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 the qualification or non-qualification of an Order within 10 business days for Orders generated from the Fidelity QDRO Center website (which have not been altered) and within 60 business days for Orders not generated from the Fidelity QDRO Center website *or* for Orders generated from the Fidelity QDRO Center website but subsequently altered.

FLOW CHART OF ORDER REVIEW PROCESS



6. DISBURSEMENT RESTRICTIONS

Upon placement of a disbursement restriction and until the disbursement restriction is removed, the Participant (or Alternate Payee, if applicable) will be unable to initiate loans, withdrawals or distributions from his/her account(s). However, if currently eligible, the Participant (or Alternate Payee, if applicable) may continue to direct the investment of future contributions and existing balances.

A. PLACEMENT OF DISBURSEMENT RESTRICTIONS

1. Fidelity **will** place a disbursement restriction on the Participant's account(s) (and/or the Alternate Payee's account(s), if applicable) upon receipt of the following:
 - **A Court-Executed Order**
 - **A Court-Executed Amended Order**
 - **A Joinder***
 - **Written direction from the Plan Sponsor**
 - **A letter of Dispute** (See Section 8, "Disputes")

NOTE: If Fidelity receives one of the above-referenced documents and the document is unclear with respect to the Plan to which it applies, **a disbursement restriction will be placed on each of the Participant's Plan accounts for which Fidelity provides QDRO review and qualification services.**

2. Fidelity will **not** place a disbursement restriction on the Participant's account(s) upon receipt of an Initial Draft Order, and an Initial Draft Order will **not** be considered sufficient notification to the Plan of the Alternate Payee's interest.

B. REMOVAL OF DISBURSEMENT RESTRICTIONS

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

1. Receipt of a Court Order directing the removal of the restriction on the Plan; or
2. Receipt of a Court Order vacating a previously received Order, the receipt of which caused the disbursement restriction to be originally placed on the Participant's account(s); or
3. The qualification of the Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
4. Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's benefit(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's account; or
5. 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 8, "Disputes"); or
6. Receipt of written direction from the Plan Sponsor.

*Upon receipt of a Joinder that references the Plan(s), Fidelity will place a disbursement restriction on the Participant's Plan account(s). Fidelity will acknowledge receipt of the Joinder and notify the Parties of the restriction on the account(s) in writing. No later than three business days following receipt of a Joinder, Fidelity will forward the Joinder to the Plan for response. All communications to the court and the Parties regarding the Joinder are the responsibility of the Plan.

7. WRITTEN NOTIFICATIONS

A. ACKNOWLEDGEMENTS

1. Fidelity will acknowledge receipt of all QDRO-related documents in writing to all Parties (provided that address information is available).
2. The acknowledgment letter will:
 - notify the Parties of Fidelity's receipt of the submitted document;
 - address any restrictions placed on the Participant's account(s) (and the Alternate Payee's account(s), if applicable);
 - address the timeframe for review; and
 - direct the Parties to the Plan's Benefits Service Center or to the Fidelity QDRO Center website to request free copies of the QDRO Guidelines.
3. A free copy of these QDRO Guidelines will be provided to the Parties upon request. Parties may request a copy of the QDRO Guidelines by calling the Plan's Benefits Service Center: **1-800-835-5095**. In addition, the QDRO Guidelines can be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

B. QUALIFICATION OF THE ORDER

1. Upon a determination that the Order is qualified, Fidelity will establish an account for the Alternate Payee.
2. Shortly after determination that the Order is qualified, the Alternate Payee will receive a qualification letter, a copy of which will be sent to the Participant. The letter will contain information about the amount payable to the Alternate Payee. The letter will also contain instructions for contacting the Plan's toll-free telephone line. The distribution of the Alternate Payee's account **must** be initiated in accordance with the administrative procedures that have been established for the Plan(s).
3. **Specific rollover and/or distribution instructions contained in the Order will be disregarded.** Rollover (and/or distribution) instructions cannot be accepted in the Order, but **must** be made pursuant to the administrative procedures of the Plan(s). Once the award is segregated and an account is established in the name of an Alternate Payee who is a spouse or former spouse of the Participant, the Alternate Payee may direct Fidelity to roll over the eligible portion of the award.

C. NON-QUALIFICATION OF THE ORDER

1. If the Order does not meet the requirements of ERISA, the Code and these QDRO Guidelines, it will be non-qualified. The Parties will be notified, in writing, upon a determination that the Court-Executed Order or Draft Amended Order is non-qualified. The non-qualification letter will clearly identify and detail the deficiencies in the Order and will provide the necessary information to render the Order qualified, pursuant to these QDRO Guidelines.
2. Subsequent to the determination that an Order is non-qualified, one (1) Draft Amended Order may be provided to Fidelity for review. (See Section 10, "Definition of Terms")
3. Following the review of a Draft Amended Order, the next document submitted for review **MUST** be a Court-Executed Order. (See Section 10, "Definition of Terms")

8. DISPUTES

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

- A. Parties disputing a domestic relations Order qualified by a party *other than Fidelity* should contact the Plan Administrator. (See Section 9.A.1, “Contact Information”)
- B. Parties disputing a domestic relations Order qualified by Fidelity should follow the procedures outlined below.

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. 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 be sent to Fidelity at the address in Section 9.A.2.b, “Contact Information.”
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 account.
3. Fidelity will investigate the dispute and will send the Parties a written notice of the Plan’s 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 determination notice to submit 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 account 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 account will remain until one of the conditions in Section 6.B, “Removal of Disbursement Restrictions” has been met.

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

9. CONTACT INFORMATION

Plan Administrator: Paychex, Incorporated

Recordkeeper & QDRO Service Provider: Fidelity Investments

A. MAILING ADDRESSES

1. Plan Administrator Mailing Address:

Requests for the Plan's Summary Plan Description and Letters of Dispute pertaining to Orders previously qualified by a party *other than Fidelity* should be sent to:

**Paychex, Incorporated
911 Panorama Trail South
Rochester, NY 14625**

2. Fidelity Mailing Addresses:

- a. Subpoenas, Restraining Orders and other *non-QDRO related correspondence* should be sent to the following address:

**Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0018
ATTN: Paychex, Incorporated - Operations**

- b. The following documents associated with the qualification of Orders should be sent to the address below:

- Court-Executed Orders (Order, Judgment, Decree, Property Settlement Agreement) (See Section 3.A, "Orders Accepted for Review" and Section 10, "Definition of Terms")
- Draft Amended Orders (See Section 3.A, "Orders Accepted for Review" and Section 10, "Definition of Terms")
- Joinders (See Section 6.A.1, "Disbursement Restrictions")
- Letters of Dispute (See Section 8, "Disputes")

**Fidelity Investments
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Paychex, Incorporated**

B. PHONE NUMBERS

Plan's Benefit Service Center Number: 1-800-835-5095

C. FACSIMILE NUMBERS

Parties may submit QDRO-related documents listed in A.2.b above and written QDRO-related inquiries via facsimile. Fidelity's QDRO Administration Group's Facsimile Number: **1-877-665-4284**

D. FIDELITY'S QDRO CENTER WEBSITE

Basic information about QDROs and copies of the Plan's QDRO Guidelines may be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

10. DEFINITION OF TERMS

A. TYPES OF ORDERS

- ❖ **Court-Executed Order**: An Order, Judgment, Decree or Property Settlement Agreement executed 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.
- ❖ **Initial Draft Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court.
- ❖ **Draft Amended Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court but is submitted to Fidelity after an executed Order has been determined to be non-qualified by Fidelity.
- ❖ **Order**: A Court-Executed Order, Initial Draft Order, or Draft Amended Order (as defined above).
- ❖ **Court Certified Order or True Copy**: A Court-Executed Order containing either a) a court clerk's stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a court clerk's file-stamp and the signature of the judge (or other court official).

B. OTHER TERMS

- ❖ **Alternate Payee**: A spouse, former spouse, child or other dependent of a participant who is recognized by a Qualified Domestic Relations Order as having a right to be paid all, or a portion of, a Participant's plan benefit/account.
- ❖ **Joinder**: A state court issued legal document that results in the uniting of parties or claims in a single lawsuit.
- ❖ **Participant**: A member of an employer-sponsored qualified retirement plan.
- ❖ **Parties**: The Participant, Alternate Payee and their legal representatives.
- ❖ **Summary Plan Description**: A document that the Plan Administrator is required to provide to each participant and beneficiary receiving benefits that summarizes their rights and benefits along with the obligations of the Plan.

11. FORMS

A. QDRO INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND FORWARD IT WITH YOUR ORDER TO:

Fidelity Investments
QDRO Administration Group
PO BOX 770001
Cincinnati, OH 45277-0066
ATTN: Pavchex, Incorporated

PARTICIPANT INFORMATION

SOCIAL SECURITY NUMBER

STREET ADDRESS

FIRST NAME

STREET ADDRESS CONTINUED

MIDDLE NAME

CITY

LAST NAME

STATE

DATE OF BIRTH (MMDDYYYY)

ZIP CODE

PHONE NUMBER

PARTICIPANT ATTORNEY INFORMATION

FIRM NAME

FIRST NAME

STREET ADDRESS

LAST NAME

STREET ADDRESS CONTINUED

SUFFIX

CITY

PHONE NUMBER

STATE

FAX NUMBER

ZIP CODE

11. FORMS

ALTERNATE PAYEE INFORMATION

SOCIAL SECURITY NUMBER

STREET ADDRESS

FIRST NAME

STREET ADDRESS CONTINUED

MIDDLE NAME

CITY

LAST NAME

STATE

DATE OF BIRTH (MMDDYYYY)

ZIP CODE

PHONE NUMBER

ALTERNATE PAYEE ATTORNEY INFORMATION

FIRM NAME

FIRST NAME

STREET ADDRESS

LAST NAME

STREET ADDRESS CONTINUED

SUFFIX

CITY

PHONE NUMBER

STATE

FAX NUMBER

ZIP CODE

12. MODEL ORDER

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 is a Model Order that demonstrates one method of dividing plan benefits. Other methods are available and this Model Order may be inappropriate for your particular circumstances.

The following Order is a SAMPLE and is provided as a courtesy only. Neither Paychex, Incorporated 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 the Model Order's sufficiency under applicable federal or state law or as to its legal consequences. You should not use this 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 be non-qualified; however, it will delay the processing of the distribution to the Alternate Payee. Parties may use the QDRO Information Sheet to supply this information to Fidelity.

Same-Gender Marriages

For purposes of the Plan, a Participant is considered to be married if he/she has a spouse who is a member of the opposite gender, in accordance with how the terms 'marriage' and 'spouse' are defined under the Federal Defense of Marriage Act of 1996 (DOMA). Further, the Participant and the Alternate Payee should be, or should have been, considered married for federal income tax purposes. Both the Code and ERISA rely upon DOMA to define the term 'spouse' to mean a person of the opposite gender who is a husband or wife. Therefore, although same-gender marriages are valid under certain state's laws, only opposite-gender spouses are eligible to receive spousal benefits and exercise spousal rights under the Plan. An Order issued pursuant to the divorce of two same-gender spouses cannot qualify as a QDRO. Orders attempting to require the Plan to transfer a Participant's qualified retirement plan benefits to the Participant's former same-gender spouse should NOT be submitted for review.

Child Support Orders

Please see Section 2.B.1 of these QDRO Guidelines for additional information that would be required in an Order related to child support.

12. MODEL ORDER

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____)

CASE NO. _____

Respondent. _____)
_____)

STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to (*insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights*) _____
_____ ; 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 Petitioner and Respondent have stipulated that the Court enter this Order.
NOW, THEREFORE, 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 / M.I. / Last)
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 Sheet.

- (b) **Alternate Payee** shall mean _____ (First / M.I. / Last)
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 Sheet.

- (c) **Plan** shall mean **Paychex, Inc. 401(k) Incentive Retirement Plan.**

- (d) **Plan Administrator** shall mean **Paychex, Incorporated.**

- (e) **Valuation Date** shall mean _____ (MM/DD/YYYY).
(see Section 2.C of the Plan's QDRO Guidelines)

2. The Alternate Payee is the (*check one*) Spouse Former Spouse Dependent of the Participant.

3. This Order relates to (*check one*) marital property rights. alimony payments. child support.

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

12. MODEL ORDER

5. Participant and Alternate Payee were married on _____ (MM/DD/YYYY)
and were legally separated/divorced on _____ (MM/DD/YYYY).
6. The Alternate Payee's interest in the Plan shall be (*check one*):
- _____ (*insert number*) % of the Participant's total vested account balance under the Plan as of the Valuation Date.
- The Alternate Payee's interest in the Plan shall be \$ _____ (*insert dollar amount*) of the Participant's total vested account balance under the Plan as of the Valuation Date.
7. The Alternate Payee's interest in the Plan shall be payable to the Alternate Payee in a lump sum as soon as administratively feasible following the date that the Order is determined to be a QDRO. 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. The amount distributed to the Alternate Payee will be the value of the Alternate Payee's account on the date the distribution is processed.
8. The Alternate Payee's award will be paid proportionally from all standard plan investment options in which the Participant's account is invested.
9. The Alternate Payee has the right to designate a beneficiary in accordance with the Plan's administrative procedures. After the qualification of this Order, if the Alternate Payee dies without designating a beneficiary, or if the beneficiary predeceases the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate. All beneficiary designations will be made after qualification of the Order and segregation of a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.
10. The Alternate Payee's award (*check one*) **IS** **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's Plan account.
11. In the event that there is an outstanding loan balance as of the Valuation Date, the loan balance (*check one*) **WILL** **WILL NOT** be included for purposes of calculating the account balance to be divided.
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 parties to this order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or (e) pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse.
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.

12. MODEL ORDER

15. Order Review Fees (*check one*):

- The Participant is responsible for the one time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.
- The Alternate Payee is responsible for the one time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Alternate Payee's account after qualification of the Order and segregation of the Alternate Payee's award to a separate account in the Alternate Payee's name. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the determination fee will be allocated from the Participant's account. The Participant will be reimbursed, if applicable, from the Alternate Payee's account, following qualification of an amended Order. Such fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.

- The one time determination fee for review of the Domestic Relations Order will be allocated 50% from the Participant's account and 50% from the Alternate Payee's account. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the determination fee will be allocated from the Participant's account. The Participant will be reimbursed, if applicable, from the Alternate Payee's account, following qualification of an amended Order. Such fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.

Dated: _____

Judge of the Court Signature

Attorney for Petitioner:

(Name)

(Address)

(Telephone)

Attorney for Respondent:

(Name)

(Address)

(Telephone)