

SAG-PRODUCERS PENSION PLAN

3601 W. Olive Ave., Burbank, CA 91505 • Mailing Address: P.O. Box 7830, Burbank, CA 91510-7830
P (800) 777-4013 • F (818) 973-4467 • www.sagaftraplans.org/sag-pension

SCREEN ACTORS GUILD-PRODUCERS PENSION PLAN PROCEDURES TO BE FOLLOWED UPON RECEIPT OF A DOMESTIC RELATIONS ORDER

The Trustees of the Screen Actors Guild – Producers Pension Plan (“Pension Plan”) adopted the following rules governing Qualified Domestic Relations Orders. Participants, eligible alternate payees, and their attorneys should familiarize themselves with these rules when requesting the Pension Plan to review and approve a Qualified Domestic Relations Order (“QDRO”).

I. Nature of the Pension Plan

The Pension Plan is a multiemployer pension plan established pursuant to § 302(c) (5) of the Labor Management Relations Act and the various provisions of the Employee Retirement Income Security Act. The Pension Plan's Trustees are appointed in equal numbers by labor and management and owe their exclusive fiduciary obligations to the Pension Plan, its participants, and beneficiaries. The Trustees have appointed an Administrator and staff who operate the Pension Plan on a day-to-day basis. The Pension Plan is not part of the Screen Actors Guild – American Federation of Television and Radio Actors union. Therefore, in seeking issuance of a QDRO, a participant, alternate payee, or an attorney representing a participant or alternate payee should deal exclusively with the appointed representatives of the Pension Plan.

II. Description of Benefits

The Pension Plan document and Summary Plan Description describe the pension benefits and may be accessed at the Pension Plan website located at SAGAFTRAPlans.org. You should closely review the Pension Plan documents which govern in all instances, and in the event of any inconsistency with these procedures, the Plan documents control. The Pension Plan makes payments available under the following options:

- (a) A single-life pension which will pay a monthly benefit until the later of:
 - (i) the participant's death, or
 - (ii) 60 monthly payments, or
 - (iii) 120 monthly payments.

- (b) A single-life pension, which will terminate immediately upon the death of the participant. In the event of participant's death before 60 or 120 monthly payments have been made to the participant, the monthly pension will continue to be paid to the designated beneficiary(ies) until a combined of 60 or 120 monthly payments have been paid to the participant and beneficiary(ies).

- (c) A 100% joint and survivorship benefit, which will generate a set monthly payment until the participant's death and, if the participant predeceases the beneficiary, the same set monthly benefit will be paid to the beneficiary until the beneficiary's death.

- (d) A 75% joint and survivorship benefit, which will generate a set monthly payment until the participant's death and, if the participant predeceases the beneficiary, the same set monthly benefit will be paid to the beneficiary until the beneficiary's death.

- (e) A 50% joint and survivorship option, which will generate a set monthly payment until the participant's death and, if the participant predeceases the beneficiary, will decline by 50% and continue to be paid until the beneficiary is deceased. The 50% options is available to legal spouses.

- (f) A 100% joint and survivorship "pop up" option, which will generate a set monthly payment in the same manner as the 100% joint and survivorship option described in paragraph (c) above, except that if the beneficiary predeceases the participant,

SAG-PRODUCERS PENSION PLAN

3601 W. Olive Ave., Burbank, CA 91505 • Mailing Address: P.O. Box 7830, Burbank, CA 91510-7830
P (800) 777-4013 • F (818) 973-4467 • www.sagafraplans.org/sag-pension

the benefit will "pop up" back to a single life pension to be paid until the participant's death.

- (g) A 50% joint and survivorship "pop up" benefit which operates in the same manner as the 50% joint and survivorship option described in paragraph (e) above, except that if the beneficiary predeceases the participant, the benefit will "pop up" back to a single-life pension to be paid until the participant's death.

The actuarial value of each of these various options will be the same for any particular benefit. Monthly payments vary to reflect actuarial factors under each option.

Some of the benefits provided by the Pension Plan include a subsidized early retirement feature. For purposes of a QDRO, only the present value of the participant's accrued benefit is considered; the present value of any subsidy for early retirement is not.

In the case of a QDRO, the Pension Plan makes a seventh option available. The QDRO sets forth an adequate method for dividing the actuarial value of the vested benefit between the participant and the alternate payee, then the alternate payee may be permitted to elect a single-life pension to be paid for the remainder of his life or her life. As with the other options, monthly payments of such single-life pensions will reflect actuarial factors. In such a situation, the participant may elect any of the six options described in immediately preceding section above, provided that he or she satisfies all the legal requirements for such an option.

III. Estimates

In determining which of these formulas to select for their QDRO, participants, alternate payees, and their attorneys must review the Pension Plan documents and contact the Pension Plan Office for information concerning how the benefits will be determined. Before such

estimates can be made, certain information shall be required of the parties, e.g., the birth dates of the participant and alternate payee, copies of appropriate birth certificates, marriage certificates, divorce certificates, and other such information. No documents are needed for estimates. The parties are cautioned that before a pension application is finally approved, any estimates concerning the value of pension benefits are tentative.

Attorneys for participants or alternate payees should submit to the Fund tentative drafts using form model QDRO approved by the Pension Plan. The Pension Plan will recommend such revisions as are necessary to conform the proposed QDROs to the Pension Plan's benefit structure.

IV. Ban on Personal Advice to Participants and Alternate Payees

The division of pension benefits pursuant to a QDRO raises many important issues concerning personal tax and financial planning. The Pension Plan will give no advice to individuals in these matters. Participants and beneficiaries are urged to consult with their own attorneys and professional advisors in considering these issues.

V. The Pension Plan's Right to Suspend Payments Pending Finalization of a QDRO

The Pension Plan and its Trustees have a fiduciary obligation to ensure that pension payments are paid to the proper persons in the appropriate manner. All reasonable steps should be taken to avoid payments in violation of the Plan Documents or other applicable provisions of law. Therefore, when the Pension Plan has a reasonable basis to believe that a participant is in the process of obtaining a divorce, or that a QDRO may otherwise be appropriate, the Pension Plan shall have authority to withhold or to suspend payment of the pension pending a determination as to whether or not a QDRO is to be issued and, if so, final judicial approval of the QDRO. The Pension Plan shall also have authority to take all reasonable steps to clarify its legal obligations including, in appropriate cases, to commence legal actions, including without limitation, interpleaders or declaratory judgment suits. In all such cases, the Pension Plan

SAG-PRODUCERS PENSION PLAN

3601 W. Olive Ave., Burbank, CA 91505 • Mailing Address: P.O. Box 7830, Burbank, CA 91510-7830
P (800) 777-4013 • F (818) 973-4467 • www.sagaftraplans.org/sag-pension

reserves its right to seek recovery of legal fees and other costs entailed in fulfilling or clarifying its obligations.

VI. Designation of Legal Counsel by a Participant or Beneficiary

In processing a QDRO, the Pension will deal with the individual participants and alternate payees, or with their designated attorneys. If an attorney is appointed, then the Pension Plan shall deal exclusively with that attorney until such time as either that attorney's representation of the individual ceases or the QDRO is issued.

VII. Application

No benefits will commence until the Pension has received an application prepared in the proper form and manner as provided by the Pension Plan. The participant and alternate payee may be required to submit separate applications. These determinations will be made on a case-by-case basis.

VIII. Releases

The QDRO should provide that both parties release the Plan.

IX. Delegation of Authority

The Trustees delegate authority to the Administrator and his designees to apply these rules on a case-by-case basis in a manner consistent with the Pension Plan and applicable law.

X. Review of Proposed Orders

The Pension Department of the Screen Actors Guild-Producers Pension Plan, shall receive all domestic relations orders (“Orders”) submitted with the respect to the Pension Plan.

The Pension Benefit Specialist assigned to QDROs can approve DROs based on the Plan's Model and shall immediately submit all proposed Orders that do not conform to the Model to legal counsel for the Plan. The Pension Department and legal counsel shall act in accordance with the following procedures:

XI. Procedures to be Followed Upon Receipt of an Order

- A. Upon receipt of an Order, the Pension Department shall:
1. Make certain that the Initial Notice (see Notice A, attached hereto) is sent to each person named in the Order (at the address specified in the order, if applicable), together with a copy of these procedures.
 2. Complete a Qualified Domestic Relations Order Checklist with respect to the Order for review by legal counsel.
- B. If all questions on the Checklist are answered "yes", or "not applicable" by the Pension Benefit Specialist and such answers are approved by legal counsel, the Pension Department shall send the Notice of Determination (qualified) (see Notice B, attached hereto) to all persons named in the Order and any representative designated in writing by such persons that a determination has been made that the Order is a qualified domestic relations order (QDRO). The Pension Department shall proceed as though a final determination has been made that the order is a QDRO.
- C. If any questions on the Checklist are answered "no", the Benefit Specialist shall send the Notice of Determination (not qualified) (see Notice C, attached hereto) to all parties that a determination has been made that the Order is not a QDRO.

XII. Procedures Upon Final Determination

SAG-PRODUCERS PENSION PLAN

3601 W. Olive Ave., Burbank, CA 91505 • Mailing Address: P.O. Box 7830, Burbank, CA 91510-7830
P (800) 777-4013 • F (818) 973-4467 • www.sagafraplans.org/sag-pension

- A. If, within 18 months of receipt of an Order, a final determination is made that the order (as modified, if applicable) is a QDRO, the Pension Plan shall follow the terms of the Order.

- B. In the event that an Order is received which cannot be determined to be either “qualified”, or “not qualified” within 18 months of receipt of such Order, the Pension Department shall notify all parties, in writing, of such fact (see Notice D, attached hereto).

If it is subsequently determined that the Order (as modified, if applicable), is a QDRO, then the QDRO shall be applied prospectively only.