

## Certification of Marriage, Civil Union, or Domestic Partnership

### I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_ certify that we are (check one):  
Associate (print) Spouse/Partner (print)

- (A) \_\_\_\_\_ Married as recognized under state or local law. The marriage took place on \_\_\_\_\_ in the state of \_\_\_\_\_ (Date)
- (B) \_\_\_\_\_ In a common law marriage recognized under state or local law. The marriage is recognized in the state of \_\_\_\_\_ effective \_\_\_\_\_ (Date). If requested, we can provide documentation to prove we have met the requirements of a common law marriage in accordance with applicable state law, which may include, but shall not be limited to, the documents listed in Section II (7) below.  
(Applies to: Alabama, Colorado, Iowa, Kansas, Montana, Rhode Island, South Carolina, Texas, Utah and Washington, D.C.)
- (C) \_\_\_\_\_ In a civil union recognized under state or local law. The civil union took place on \_\_\_\_\_ in the state of \_\_\_\_\_ (Date)  
(Applies to: Colorado, Hawaii, Illinois and New Jersey)
- (D) \_\_\_\_\_ In a domestic partnership recognized under state or local law. The partnership was registered on \_\_\_\_\_ in the state of \_\_\_\_\_ (Date)  
(Applies to: California, District of Columbia, Maine, Nevada, New Jersey, New York, Oregon, Washington and Wisconsin)
- (E) \_\_\_\_\_ Residing in a state that does not have any domestic partnership or civil union statute, but certify that we meet the criteria below for establishing Domestic Partnership as of \_\_\_\_\_ (date as of which partners have cohabitated for a minimum of 6 months).  
(Applies to those who meet the criteria in Section II below)

### II. Criteria of a Domestic Partnership in States without a Domestic Partnership Registry in Accordance with (E) Above

1. We are in an exclusive, committed relationship and intend to remain so indefinitely.
2. We are unmarried partners of the same or opposite sex.
3. We are at least 18 years old and mentally competent to consent to contract.
4. We are not legally married to (or legally separated from) anyone else nor do we have another Domestic Partner.
5. We are not so closely related by blood that legal marriage would be prohibited.
6. We reside together in the same residence, have been doing so continuously for at least 6 months, and intend to do so indefinitely.
7. We are jointly responsible for each other's common welfare and share financial obligations. We can provide documentation supporting at least three of the conditions listed below, if requested:
  - We have common ownership of real property or a common leasehold interest in real property;
  - We have common ownership of a motor vehicle;
  - We have a joint bank account or a joint credit account;
  - We have assigned a durable power of attorney or health care power of attorney;
  - We have a will, retirement plan or life insurance policy designating the other as primary beneficiary; or
  - We have other proof as is considered to be sufficient to establish financial interdependency.

**III. Acknowledgements**

We understand and agree to the following terms:

1. We understand that all Associates who are covered by or applying for benefit plan coverage are subject to the same enrollment window period. There is a 31 day limit on the enrollment period, beginning on the date of the qualifying life event.
2. We agree to provide documentation promptly to verify our status, if requested. We understand that failure to provide such documentation within 31 days of the date of the request will result in the spouse's or partner's enrollment being denied or terminated, as the case may be.
3. We understand that Associate contributions for the civil union or domestic partner's health care coverage must be paid only on an after-tax basis and that any employer contributions for the domestic partner's health care coverage may be reported as taxable income to the Associate depending on applicable state law.
4. We have provided the information in this statement for use by HBC for the sole purpose of determining our eligibility for benefits and the appropriate federal, FICA and/or state tax treatment related to coverage under HBC Benefits Program.

**IV. Change in Status**

We agree to notify HBC Benefits Service Center if there is any change in our status. If a change occurs which makes the non-HBC-Associate partner no longer eligible for benefits, we will notify the HBC Benefits Service Center within 31 days of such change. We will do so by providing the appropriate legal document verifying the termination of our relationship, or by filing a Statement of Termination of Civil Union/Domestic Partnership with a Discontinuation of Benefits form. The Statement of Termination shall affirm that the domestic partnership status is terminated as of its date of execution and that a copy of the Statement of Termination has been mailed to the other party by the partner authorizing such action.

**V. Certification**

We certify that the statements we made in this Certification are true and complete to the best of our knowledge and belief and that we meet all of the eligibility requirements of the benefit plans of HBC. We understand that the willful falsification of information contained in this Certification may result in termination of coverage, disciplinary action up to and including termination of employment at HBC, and, in addition, may result in civil action being brought against either or both of us for recovery of any losses, including all payments of the benefit plans of HBC, for any persons enrolled as eligible dependents including, without being limited to, reasonable attorney fees and court costs.

**Sign below and return the completed form to the HBC Benefits department.**

\_\_\_\_\_  
Associate signature

\_\_\_\_\_  
Spouse/Partner signature

\_\_\_\_\_  
Associate's Oracle ID/Social Security Number

\_\_\_\_\_  
Associate and Spouse/Partner Address