

WARNING - CAUTION

This Sample Order is intended to assist attorneys in preparing Qualified Domestic Relations Orders (QDROs). The language is acceptable to the Plans as meeting the requirements of a QDRO; however, the language has not been challenged in court nor has a court definitively stated that such language meets ERISA's standards.

The Plan does not warrant that the Order is appropriate in each instance. The parties should consult their own attorneys before using this sample, and their attorneys should adopt and revise the language where appropriate. Simply, there are options and language which the parties may want to modify. The Plan takes no position on these provisions. There is no requirement that you use this sample -- it is furnished as a courtesy.

Future Plan changes and amendments to ERISA could also affect the validity of this sample Order.

SAMPLE ORDER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF _____

In re the Marriage of:)	Case No. _____
)	
_____)	STIPULATED QUALIFIED
)	DOMESTIC RELATIONS ORDER
Petitioner,)	
)	[RELATING TO U.A. LOCAL NO.467
vs.)	PENSION TRUST]
)	
_____)	
)	
Respondent.)	
_____)	

It is hereby stipulated by and between the parties herein that the following shall be entered as the Order of this Court with regard to the community property interest in the Participant's retirement benefits in the U.A. Local No. 467 Pension Trust Fund. This Order

supersedes any prior Order entered with respect to the community property interest in Petitioner's retirement benefits under the U.A. Local No. 467 Pension Trust Fund.

Pursuant to the Judgment of Dissolution of Marriage entered herein, and as agreed to by the parties, IT IS HEREBY ORDERED as follows:

1. QDRO. The parties intend that this order satisfy the requirements of a Qualified Domestic Relations Order ("QDRO"), as provided in the Employee Retirement Income Security Act, as amended ("ERISA"), [29 U.S.C. § 1056(d)] and Internal Revenue Code Section 414(p).

2. Name of Plan. This Order applies to the "U.A. LOCAL NO. 467 DEFINED BENEFIT PENSION PLAN" and the U.A. LOCAL NO. 467 DEFINED CONTRIBUTION PENSION PLAN", both of which comprise the Pension Trust.

3. Parties. The name, address, phone number, and date of birth of each party is:

a) Employee (Plan Participant):

Name: _____

Address: _____

Phone: _____

Social Security No.: (may be provided separately) _____

Date of Birth: _____

b) Spouse (Alternate Payee):

Name: _____

Address: _____

Phone: _____

Social Security No.:(may be provided separately) _____

Date of Birth: _____

The parties agree to notify the Plan of any change in address, name change and/or the death of the other party.

4. Period of Marriage. The parties agree that the period of marriage was:

Date of Marriage: _____

Date of Separation: _____

For purposes of this QDRO:

c) If the marriage was on or before the 15th of a month, the parties will be considered married the entire month.

d) If the marriage occurred after the 15th of a month, the parties will not be considered married that month.

e) If the separation was on or before the 15th of a month, the parties will not be considered married for that month.

f) If the separation occurred after the 15th of a month, the parties will be considered married for the month.

5. Vested Status. No benefits are payable unless the employee has a Vested benefit under the applicable Plan.

6. Annuity Starting Date. The Spouse's or Participant's "Annuity Starting Date" means the effective date as of which Plan benefits are to commence for that particular person. The parties understand that retroactive benefits are not paid for periods prior to the filing of a pension application except for limited situations that may be provided in the Plan or as is required by applicable law.

7. Spouse's Benefit. The Spouse is awarded a benefit as provided herein and is an "Alternate Payee" as defined in ERISA. (The terms "Spouse" and "Alternate Payee" are

both used throughout this order.) The Spouse's benefit shall be one-half of the community property portion of the Participant's benefit, as follows:

a. U.A. LOCAL NO. 467 DEFINED BENEFIT PENSION PLAN.

During the marriage, Participant earned retirement benefits under the U.A. Local No. 467 Defined Benefit Pension Plan that is considered community property of the parties. The parties agree that the Spouse has a one-half share of the community portion of the Participant's pension benefits. The parties agree that the Participant earned ____ years of credited service during the marriage which is equal to a monthly benefit of _____ at Participant's Normal Retirement Age. Alternate payee's one half share of that amount is _____ at Participant's Normal Retirement age.

The parties recognize that the Spouse's benefit is reduced to account for actuarial adjustments as required by the Plan (such as accounting for the Spouse's age), for early retirement (if applicable) and/or based on the benefit option selected.

b. U.A. LOCAL NO. 467 DEFINED CONTRIBUTION PENSION PLAN. This order also creates and recognizes the Spouse's right to one-half of the community property portion of the Participant's interest in the U.A. Local No. 467 Defined Contribution Pension Plan. The community value is determined by adding the contributions made on the Participant's behalf during the marriage to the earnings thereto, plus any appreciation in assets, minus Plan expenses and any depreciation in assets. The community portion of the Participant's interest is _____ as of _____. Spouse's share of the community portion is _____, which includes earnings (minus expenses) through the most recent Valuation Date. Said share shall be segregated and an account established in the Spouse's name and social security number within a reasonable period (unless the Spouse is

entitled to an immediate distribution and requests such). Spouse shall be entitled to future earnings and asset appreciation thereto minus any depreciation in the value of the assets and Plan expenses.

The Spouse shall have total control over the Individual Account to the extent allowed by the Plan including the right to designate a beneficiary(ies) to receive benefits upon her death. Similarly, the Participant will have total control over remaining benefits in the Plan. Spouse will not have any right, title or interest in the Participant's remaining balance, including being designated as a beneficiary for any death or other benefits provided by the Plan (unless the Participant later designates the Spouse as a beneficiary).

c. Reduction of Benefits. The benefits payable to the Participant shall be reduced by the amount of the Spouse's benefits as provided herein for each Plan.

8. Spouse's Election to Start Payments Early. The Spouse may elect to commence receiving benefits at any time after the earliest date that the Participant could elect to retire under the Plans or otherwise commence receiving benefits under the Plans. Notwithstanding any provision herein to the contrary, the Spouse's entitlement to early retirement benefits is not intended to and will not adversely affect the Participant's benefits.

If Alternate Payee elects an Early Annuity Starting Date provided to Participant under the Defined Benefit Plan, Alternate Payee shall notify the Plan Contract Manager in writing of this election. Upon receipt of Alternate Payee's written notice of election, the Plan Contract Manager shall process the notice and begin payments to Alternate Payee in accordance with the Defined Benefit Plan's procedures concerning pension applications. Payments by the Defined Benefit Plan to Alternate Payee made pursuant to an Early Annuity Starting Date election shall be calculated by:

(a) determining the community property portion of Participant's benefit, as provided in Paragraph 7 above, on Alternate Payee's Early Annuity Starting Date, as if Participant had retired on Alternate Payee's Early Annuity Starting Date; and

(b) calculating the actuarial equivalent of the community property portion of a Participant's accrued benefit as of the Early Annuity Starting Date, as determined by the Plan's actuary, without regard to any early retirement subsidies available to the Participant; and

(c) multiplying the resulting actuarial equivalent of the community property portion of Participant's accrued benefit by one-half.

9. Early Annuity Starting Date. Alternate Payee's election of an Early Annuity Starting Date shall be an irrevocable election to waive any share of any future increases to Participant's benefits which may accrue from increased age, longer service and/or a higher salary, or post-separation contributions or earnings.

10. Adjustment to Benefit. If Alternate Payee elects an Early Annuity Starting Date and begins to receive payments under Paragraph 9 above, and if the Participant later retires before he reached age 65 on a non-disability retirement, Alternate Payee's benefit shall be increased prospectively as of Participant's retirement date. Alternate Payee's increased benefit shall be recalculated by:

(a) determining the community property portion of Participant's benefit, as defined in Paragraph 7 above, on Alternate Payee's Early Annuity Starting Date, as if Participant had retired on Alternate Payee's Early Annuity Starting Date; and

(b) multiplying the resulting community property portion of Participant's benefit by one-half.

11. Provisions Applicable to the Defined Benefit Pension Plan.

a. Spouse's Benefit Options. The Spouse's benefit in the Defined Benefit Pension Plan shall be actuarially adjusted so that the benefit will be paid as a Normal Form of Payment for unmarried Participants at the Spouse's Annuity Starting Date. The Spouse may then elect any optional form of payment available under the Pension Plan as to her portion of the Participant's benefit, including a life annuity based on her life. The form elected must, however, comply with the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code. The Spouse shall have the right to designate beneficiaries only to the extent that death benefits may be available under the form of benefit option elected for the Pension Plan. If, for example, the Spouse selects a life annuity based on her life, the benefits cease upon her death.

b. Participant's Death After Spouse's Benefit Starts. If the Participant dies after the Spouse's Annuity Starting Date, the Spouse's benefits under this Order will not be affected. Further, the Spouse will not be entitled to any death benefits payable as a result of the death of the Participant.

c. Participant's Death Before Spouse's Benefit Starts. If the Participant dies before the Spouse's Annuity Starting Date and if the Spouse survives the Participant, the Spouse will be considered the surviving Spouse for purposes of Internal Revenue Codes sections 401(a)(11) and 417 (and 29 U.S.C. § 1056(d)(3)(F)) as to her one-half interest in the community property portion of any death benefit or Preretirement Survivor Annuity that may be payable under the Plan.

d. Spouse's Death Before Participant's Benefit Starts. If the Spouse dies before the Participant, all benefits shall be paid to the Participant or his beneficiaries and no Plan benefits will be payable to the Spouse or her beneficiaries.

12. Disability Benefits Defined Benefit Pension Plan. Spouse is not entitled to any portion of a Disability Pension that is payable to the Participant prior to the date on which the Participant meets the age and service requirements for an Early Retirement Pension.

If the Participant receives or continues to receive a Disability Pension upon attainment of the Plan's Early Retirement Age that exceeds the benefit to which the Participant would have been entitled at that time were it not for the disability, the Spouse will not be entitled to any portion of the amount in excess of the amount of the Early Retirement benefit that the Participant would have been entitled to receive under the Plan.

13 Extra Payments-- Defined Benefit Pension Plan. Spouse shall not share in any 13th check, cost of living increase, supplemental payment or other type of extra payment that may be issued to retirees (including the Participant) in the future.

14. Form of Benefit-- Defined Contribution Pension Plan. The Spouse may elect any form of payment available under the Defined Contribution Pension Plan. If the Spouse predeceases the Participant, there will be no reversion of benefits to the Participant. Instead, benefits will be paid pursuant to the Spouse's beneficiary designation under the benefit option selected. If the Participant dies after the Spouse's Annuity Starting Date, the Spouse's benefit will not be affected. Similarly, the Spouse will not be entitled to any death benefits payable as a result of the Participant's death.

15. Participant's Residual Benefits. Any benefits under either or both Plans not specifically given to the Spouse under this Order shall be the Participant's sole and separate property.

16. Statutory Limits to this Order. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:

g) Require payment of benefits to the Spouse which are already required to be paid to another Spouse under a prior QDRO.

h) Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.

i) Require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.

17. Conditions for Commencement of Benefit.

a. The Annuity Starting Date must be as of the first day of a calendar month and must not be before the Participant's earliest optional retirement date (as determined by the Plan);

b. Spouse must file with the Plan Office an application for benefits on a form designated by the Trust;

c. Spouse must provide the Plan Office with any information the Plan reasonably needs to determine the Spouse's benefits.

d. Spouse agrees to cooperate with the Plan Office and do all things necessary to effectuate this order.

e. To the extent required by applicable law, in no event may benefits commence later than the Participant's "required beginning date" as defined in Internal Revenue Code Section 401(a)(9)(C).

18. Application/90 Days Notice. Spouse shall file an application for benefits within ninety (90) days prior to her anticipated Annuity Starting Date.

19. Savings Clause. It is the intention of the Spouse and Participant that this Order shall qualify as a QDRO. If any provision hereunder is determined to be inconsistent with the definition of a QDRO or other applicable law, this Order shall be amended as may be necessary to comply with such requirements. If required by applicable law the parties agree that they shall enter into a stipulation (which may be a letter agreement) as may be reasonably required to amend this Order (without the necessity of having to return to Court if the parties so agree).

20. No Prior Order. The parties certify that they are not aware of any prior order which dispenses of benefits hereunder.

21. Definitions. Terms not specifically defined in this QDRO shall have the meaning defined in the Plan.

22. Limited Type of Approval. Approval of a QDRO indicates only that the Plans find the Order to meet the basic requirements of ERISA and does not violate the Plans. It is not to be taken as a determination by the Plan that the Order makes a legally proper division of marital property. Plan representatives, Trust counsel, Trustees and the Plans assume no responsibility to the parties for the correctness or fairness of that division.

23. Plan Interpretation. The parties recognize and understand that under the Plans, the Trustees have total discretion in the interpretation of the Plans and this Order.

24. Amendment. The Court retains jurisdiction to enforce or amend this Order insofar as is necessary to establish or maintain its qualification as a QDRO, or as is necessary. If, however, a disagreement arises as to the interpretation of the Order, the parties may agree or stipulate as to the proper interpretation without having to return to Court for approval.

25. Construction. For purposes of construction, this Stipulated Order is deemed to have been drafted by all parties, and no ambiguity shall be construed against any party by virtue of its participation in drafting this Stipulated Order.

26. Convenience of Parties. The parties acknowledge that this form of Order was provided, in whole or in part as a convenience to the parties and that the Pension Trust and Trust Counsel have not given legal advice to the parties by making this pre-approved form of Order available. The parties acknowledge that the provisions for division of the community property and the survivor interest, if any, contained in the Order have been chosen and approved by the parties.

27. Interpretation of the Language of this Order. The Parties confirm and agree that they have read and understood each of the provisions of this Stipulated Order, that they agree to and have voluntarily adopted each of its provisions, including the provisions for division of the community property, that they are fully aware of the contents and legal effects of each of its provisions, and that they have executed this Stipulated Order freely and voluntarily.

28. Copy of Order to Trust Counsel. Petitioner shall furnish the Trust's legal counsel with a copy of the file-endorsed Order approved by the Court within 30 days of the Court's approval of the Order.

29. Taxes. Participant and Alternate Payee shall each assume and bear responsibility for the payment of only those income taxes which are attributable to the separate benefits received by each party. Neither party shall have any responsibility for the payment of income taxes attributable to benefits received by the other, and each party agrees to hold the other harmless from any such responsibility.

29. Order Applies to Successor Plans. This Order shall continue to be effective with regard to any successor or transferee plan or plans, including any plan or plans into which the Plan(s) is merged.

Dated: _____, 200_____

JUDGE OF THE SUPERIOR COURT

Dated: _____, 200_____

Attorney for Participant

Dated: _____, 200_____

Attorney for Spouse

Dated: _____, 200_____

Participant

Dated: _____, 200_____

Spouse