

WARNING – CAUTION

This sample order is intended to assist attorneys in preparing Qualified Domestic Relations Orders (QDROs). The language in this sample order is currently acceptable to the Plans as meeting the requirements of a QDRO, although the language has not been challenged in court nor has a court definitively stated that the language meets ERISA's minimum standards for a QDRO.

The Plans do not warrant that the Order is appropriate in each instance. The parties should always consult their own attorneys before agreeing to this sample order form, and their attorneys should adopt and revise the language where appropriate. Moreover, the sample order contains provisions that are optional or which involve choices that the parties may want to modify. The Plans take no position on these specific provisions.

Future changes to the Plans 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. _____
)	
_____)	QUALIFIED DOMESTIC
)	RELATIONS ORDER
Petitioner,)	
)	[RELATING TO NORTHERN
)	CALIFORNIA ELECTRICAL WORKERS
_____)	PENSION TRUST]
)	
Respondent.)	
_____)	

Pursuant to the Judgment of Dissolution of Marriage entered herein on _____ and as agreed to by the parties,

IT IS HEREBY ORDERED as follows:

1. QDRO. This Order is a Qualified Domestic Relations Order ("QDRO") under Section 206(d)(3) of the Employee Retirement Income Security Act ("ERISA") and Internal Revenue Code Section 414(p).

2. Name of Plans. This Order applies to the "NORTHERN CALIFORNIA ELECTRICAL WORKERS PENSION PLAN" and the "SAN FRANCISCO ELECTRICAL WORKERS RETIREMENT SAVINGS PLAN", both of which (collectively described as "the Plans") comprise the Northern California Electrical Workers Pension Trust.

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

a. Employee (Plan Participant):

Name: _____

Address: _____

Phone: _____

Social Security No.: _____

Date of Birth: _____

b. Spouse (Alternate Payee):

Name: _____

Address: _____

Phone: _____

Social Security No.: _____

Date of Birth: _____

The parties agree to notify the Plans of any change in address.

4. Period of Marriage. The parties agree as follows:

Date of Marriage: _____

Date of Separation: _____

For purposes of this QDRO:

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

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

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

d. 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 Participant 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.

7. Spouse's Benefit. The Spouse is designated as an "Alternate Payee" as defined in ERISA. The Spouse's benefit shall be one-half of the community property portion of the Participant's pension benefits, as follows:

a. NORTHERN CALIFORNIA ELECTRICAL WORKERS PENSION PLAN. During the marriage, the Participant earned a retirement benefit under the Northern California Electrical Workers Pension Plan that is considered community property of the parties. The parties agree that the alternate payee has a one-half interest in the community share of the Participant's pension benefits. The parties agree that the Participant earned ____ Future Service Credits and ____ Past Service Credits under the Plan during the marriage. Alternate payee is entitled to one-half of such credits, which equals _____. The value of the credits will be the value as of the date of separation for the applicable years as provided in the Plan. OR An Alternative Provision.

If applicable, the Alternate Payee's benefits shall be reduced based on the Plan's early retirement reduction factors, actuarial factors (e.g., the Spouse's age) and the benefit option selected.

b. SAN FRANCISCO ELECTRICAL WORKERS RETIREMENT SAVINGS PLAN. This order also creates and recognizes the Alternate Payee's right to one-half of the community property portion of the Participant's interest in the San Francisco Electrical Workers Retirement Savings 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 the Plan assets. The parties agree that the community portion of the Participant's benefit is _____ as of _____. Alternate Payee's share of that benefit is _____ as of that date after reducing said amount by the Plan's \$500.00 QDRO administration

fee, which is shared equally by the parties. The Alternate Payee's share shall include earnings and asset appreciation (minus expenses and asset depreciation) after that date up to the end of the quarter prior to the distribution or transfer to the Alternate Payee's Individual Account.

The Alternate Payee's share shall be segregated and an account established in the Alternate Payee's name and social security number within a reasonable period after this order is approved by the Court and received by the Plan, unless a distribution to the Alternate Payee is made in accordance with the Plan.

Once the Spouse's account is established, the Spouse shall have total control over such account to the extent allowed by the Plan, including the right to designate beneficiaries if allowed under the benefit option selected by the Spouse. Similarly, the Participant will have total control over his remaining interest in the Plan. Alternate Payee 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 explicitly designates the Alternate Payee to be a beneficiary after the divorce.

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

8. Spouse's Election to Start Payments Early. The Spouse may elect to receive benefits at any time after the earliest date that the Participant could elect to retire or otherwise be eligible to receive benefits under the Plans, but the Spouse

does not have the right to delay the Annuity Starting Date beyond the Participant's Annuity Starting Date.

By electing to commence receiving benefits prior to the Participant having so elected, the Alternate Payee waives any portion of any future increases in the Participant's benefits which may accrue as a result of increased age, longer service, an increase in the benefit formula, being employed in covered employment as of a specified later date, or for any similar or related reasons. Thus, if the Participant earns additional benefits after the Alternate Payee commences receiving benefits, the Alternate Payee's pension benefits will not be adjusted. Any excess amount will be payable to the Participant.

If the Alternate Payee commences receiving benefits prior to the Participant, the Plan is not required to pay any early retirement subsidies to the Spouse. When the Participant later retires or otherwise commences receiving benefits, the Spouse will share in any such subsidies for benefits paid thereafter.

9. Provisions Applicable to Pension Plan.

a. Spouse's Benefit/Benefit Options. The Spouse's benefit in the Pension Plan shall be actuarially adjusted so that the benefit will be paid as a Life Annuity form of benefit at the Spouse's Annuity Starting Date. The Spouse's benefit will be based on her life (i.e., rather than the Participant's life) based on the Plan's actuarial factors. The Spouse may then elect instead any optional form of payment available under the Pension Plan as to her portion of the Participant's benefit, other than a Joint and Survivor Annuity with another Spouse.

The Spouse shall have the right to designate beneficiaries only to the extent that death benefits are available under the form of benefit option elected.

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. Upon the Participant's death, the Spouse is not entitled to any death benefits from the Participant's share of his pension that may be payable as a result of his death, unless, after the divorce, the Participant designates the Alternate Payee to be a beneficiary.

c. Participant's Death Before Spouse's Benefit Starts. If the Participant dies before the Spouse commences receiving benefits and the Spouse survives the Participant, the Spouse will be considered the surviving Spouse as to her community share of the Preretirement Survivor Annuity, Lump Sum Death Benefit, or other death benefit that is payable under the Pension Plan.

d. Spouse's Death Before Her Benefit Starts. If the Spouse dies before benefits have been paid to her, all benefits payable under this Order shall be paid to the Participant or his beneficiaries, and no benefits will be payable to the Spouse or her beneficiaries. [OR] An Alternative Provision.

10. Disability Benefits-Pension Plan. Spouse is not entitled to any portion of any Disability Pension paid to the Participant prior to the Participant's attainment of age 55 or other entitlement to a pension benefit. In addition, once the Participant attains age 55 (or is otherwise eligible to commence receiving a pension), the Spouse will not be entitled to any portion of a disability benefit which exceeds the amount which would be payable to the Participant if the Participant had retired

under an Early Retirement Pension instead of a Disability Pension. OR An Alternative Provision.

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

12. 13th Check or Other Ad Hoc Benefit. Alternate Payee is not entitled to any portion of an "ad hoc benefit" given to retirees after this Order is entered, such as a thirteenth check or other extra benefit. OR An Alternative Provision.

13. Form of Benefit – Retirement Savings Plan. The Spouse may elect any form of payment available under the Retirement Savings Plan other than a Joint and Survivor Annuity with another Spouse. The Spouse has total control over her portion of the pension, including the right to designate beneficiaries if allowed under the option selected.

If the Spouse predeceases the employee after an Individual Account has been established in her name and social security number, there will be no reversion of benefits to the employee. Such benefits will be paid in accordance with the Spouse's beneficiary designation, and if none, in accordance with the Plan. If the employee dies after the Spouse's Annuity Starting Date, the Spouse's benefit will not be affected. The Spouse will not be entitled to any death benefits payable as a result of the Participant's death, unless, after this QDRO is entered, the Participant designates the Spouse to be the beneficiary.

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

a. Require payment of benefits to the Spouse or other Alternate Payee which are already required to be paid to another Spouse or Alternate Payee under a prior QDRO.

b. Require the Plans to provide benefits with a greater actuarial value than it would otherwise pay.

c. Require the Plans to provide any type or form of benefit or any option not otherwise provided under the Plans.

15. Lump Sum Distribution. If the present value of a benefit payable under this Order is \$5,000 or less, such benefit will be paid in a lump sum.

16. 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 Plans);

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

c. Spouse must provide the Trust with whatever information the Trust reasonably needs to determine Spouse's entitlement to benefits.

17. Application/90 Days Notice. Participant and Alternate Payee shall each file an application for benefits within ninety (90) days prior to her or his anticipated Annuity Starting Date. In no event, however, shall benefits payable

under this Order commence later than the later of April 1 of the calendar year following the date the Participant attains or would have attained age 70-1/2, or the date the Participant retires, except as is permitted by the Internal Revenue Code or other applicable law.

18. Savings Clause. The Spouse and Participant intend that this Order shall qualify as a Qualified Domestic Relations Order ("QDRO"). If any provision of this Order 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 such a situation arises, the parties 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).

19. QDRO Fee. The parties acknowledge that the Northern California Electrical Workers Money Purchase Plan assesses a \$500.00 fee to review, approve and implement this QDRO. Such fee is shared equally by the parties.

20. No Prior Order. The parties certify that they are not aware of prior orders which are inconsistent with or otherwise address the benefits awarded in this Order.

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

22. Limited Type of Approval. Approval of a QDRO indicates only that the Pension Trust has determined that the Order meets the basic requirements of a QDRO and does not violate the Plans. Such approval is not to be taken as a determination by the Plans that the Order makes a legally proper division of marital

property. Trust counsel, the Trustees, the Plans and all other Plan representatives or agents assume no responsibility for the correctness or fairness of such division.

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

24. Amendment. The Court retains jurisdiction over this matter to amend this Order as is necessary. If, however, a disagreement arises as to the interpretation of the Order, the parties may stipulate or sign an agreement as to the proper interpretation, without having to return to Court for approval.

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

Dated: _____, 20__

JUDGE OF THE SUPERIOR COURT

Dated: _____, 20__

Attorney for Participant

Dated: _____, 20__

Attorney for Alternate Payee

Dated: _____, 20__

Participant

Dated: _____, 20__

Alternate Payee