

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF _____

In re the Marriage of:)	Case No. _____
_____)	
)	QUALIFIED DOMESTIC
Petitioner,)	RELATIONS ORDER
)	
and)	
_____)	
)	
Respondent.)	
_____)	
U.A. LOCAL 447 PENSION PLAN)	
and U.A. LOCAL 447 DEFINED)	
CONTRIBUTION,)	
Claimants.)	
_____)	

Pursuant to the Judgment of Dissolution of Marriage entered herein on _____ and with the agreement of the parties as to the provisions in this Order,

IT IS HEREBY ORDERED as follows:

1. The purpose of this Order is to dispose of the respective interests of _____ (Employee) and _____ (Spouse) in the community property portion of benefits payable to Employee by the U.A. LOCAL 447 PENSION PLAN (Pension Plan) and by the U.A. LOCAL 447 DEFINED CONTRIBUTION PLAN (Defined Contribution Plan).

This Order is intended to be a Qualified Domestic Relations Order within the meaning of the Retirement Equity Act of 1984, as amended.

2. The name, mailing 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, name change and/or the death of the other party.

3. Spouse is acknowledged to have an ownership interest in the benefits payable to Employee by the Pension Plan and by the Defined Contribution Plan equal to one-half the Community Benefit.

4. The Community Benefit is the portion of the benefit payable by each Plan which is attributable to Employee's employment during the marriage. For purposes of calculating the Community Benefit, the period of the marriage is the period from

_____ to _____.

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 that month.

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

5. The Community Benefit under the Pension Plan shall be calculated by multiplying the total benefit payable to Employee by a fraction. The numerator of the fraction is the number of benefit units earned by Employee during the marriage. The denominator is the total number of benefit units earned by Employee. This calculation shall be performed as of the date when benefit payments to the Spouse are to begin, in accordance with the terms of the Pension Plan in effect at that time.

6. The Community Benefit under the Defined Contribution Plan shall consist of all employer contributions earned by the Employee during the marriage, plus net investment earnings credited to Employee's benefit account under the terms of the Plan. The parties agree that as of June 30, 20__, the end of the most recent plan fiscal year for which information is available, Spouse's interest was \$_____. Pursuant to this order Spouse shall be entitled to receive that dollar amount plus a pro

rata share of net investment income until the date payment is made.

7. Benefits not allocated to Spouse pursuant to this Order are the separate property of Employee and are subject to Employee's disposition in accordance with the terms of the particular Plan.

8. Spouse's share shall not include amounts paid to Employee on account of disability, except to the extent that such benefits would have been payable to Employee as retirement benefits based on longevity. The Court shall reserve jurisdiction in the event of a dispute as to the characterization of any payment which is based on the disability of Employee.

9. Spouse shall be entitled to receive Spouse's share of the benefits payable by each Plan in any form permitted by that Plan at the time distribution is made, except a joint and survivor annuity.

10. Nothing in this Order shall require either Plan to provide any type or form of benefit or any option not otherwise provided by that Plan, or to pay any amount in excess of the benefits payable to Employee under the terms of the Plan.

11. Spouse shall be entitled to begin receiving payments pursuant to this Order at any time on or after the earliest date on which Employee would be eligible for a distribution under the terms of the Plan, subject to the completion by Spouse of an application for benefits in the form and manner required of all participants in that Plan.

12. In the event of Spouse's death prior to the commencement of benefit payments to Spouse, Spouse shall receive nothing from the Pension Plan. Employee's benefits under the Pension Plan shall be paid without regard to the terms of this Order.

13. In the event of Employee's death prior to the earlier of (1) Employee's retirement and (2) the commencement of payments by the Pension Plan to Spouse pursuant to this order, Spouse shall be entitled to receive one-half the community property portion of the qualified preretirement survivor annuity payable by that Plan. To the extent necessary to allow payment of this benefit, Spouse shall be deemed to be the surviving spouse of Employee.

14. In the event of Participant's death within five (5) years after Participant retires and begins receiving benefits from the Pension Plan, the Pension Plan may pay an ancillary lump sum death benefit. Under current Pension Plan rules, the amount of the ancillary death benefit depends on the length of time between the Participant's retirement and death. In the event this ancillary benefit becomes payable, Spouse shall receive an amount equal to one-half of the total benefit multiplied by the fraction set forth in paragraph 6. This provision shall not be effective unless Participant has completed a beneficiary designation form provided by the Pension Plan naming Spouse as the beneficiary entitled to receive the specified portion of the ancillary death benefit.

15. Provided the Defined Contribution Plan determines that this Order is a Qualified Domestic Relations Order, the Defined Contribution Plan shall establish a separate benefit account in the name of Spouse. Spouse's interest in Employee's account shall be transferred to the new account. Following such transfer Spouse shall receive the same reports and statements and shall have the same rights with respect to [his/her] benefit account as do other participants under the terms of the Defined Contribution Plan, except to the extent that such rights are limited by the terms of this Order.

16. Upon establishment of Spouse's separate account as described in paragraph 15, Spouse shall have total control over such account to the extent allowed by the Plan, including the right to designate beneficiaries if allowed by the benefit option selected. Employee will have no interest in Spouse's Account.

Similarly, Employee shall have total control over his/her remaining interest in the Plan. Spouse will have no interest in such remaining balance, including as a future beneficiary before or after Employee's death.

17. Remarriage. The remarriage of either party shall not affect the disposition of benefits provided herein.

18. No Prior Order. The parties certify that they are not aware of prior orders which may dispose of benefits hereunder.

19. Amendment. The Court retains jurisdiction over this matter to amend this Order as necessary.

20. Copy of Order to Trust Counsel. Counsel for the

petitioner shall furnish the Plan's legal counsel with a copy of the Order file-endorsed by the Court Clerk approved by the Court, within 30 days of approval of this Order.

Dated: _____, 200_ _____
JUDGE OF THE SUPERIOR COURT

Dated: _____, 200_ _____
Attorney for Participant

Dated: _____, 200_ _____
Attorney for Alternate Payee

Dated: _____, 200_ _____
Participant

Dated: _____, 200_ _____
Alternate Payee