

Sample QDRO Post-Rehabilitation Plan
BAY AREA PAINTERS AND TAPERS PENSION PLAN

NOTE: This language is merely to assist attorneys in preparing a Qualified Domestic Relations Order ("QDRO"). This sample QDRO is intended for individuals who are participants in the Bay Area Painters and Tapers Pension Plan. It will be accepted by the Plan as meeting the requirements of a QDRO, but it is not warranted by the Plan to be appropriate in any particular individual case. The parties should always consult with their own attorneys before agreeing to this form.

1. QDRO. This Order is intended to satisfy the requirements of federal law concerning Qualified Domestic Relations Orders, including ERISA § 206(d) and Internal Revenue Code § 414(p). This order is entered pursuant to the California Family Code, Division 6, Part 1, Chapter 6.

2. Plan. The name of the Plan to which this Order applies is: BAY AREA PAINTERS AND TAPERS PENSION PLAN

3. Names. The names and last known mailing addresses of the parties are as follows:

a. Employee (Plan Participant):

Name:
Address:
Social Security No. (last 4 digits):
Birthdate:

b. Spouse (Alternate Payee):

Name:
Address:
Social Security No. (last 4 digits):
Birthdate:

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage specified below to the date of separation specified below:

Date of Marriage:
Date of Separation:

For purposes of this QDRO:

a. If the marriage occurred on or before the 15th of a month, the Employee and Spouse will be deemed to have been married the entire month.

b. If the marriage occurred after the 15th of a month, the Employee and Spouse will be deemed not to have been married for that month.

c. If the separation occurred on or before the 15th of a month, the Employee and Spouse will be deemed not to have been married for the entire month.

d. If the separation occurred after the 15th of a month, the Employee and Spouse will be deemed to have been married for the entire month.

5. Conditions Precedent. No retirement benefits are payable under this QDRO unless the following two conditions are met:

(i) the Employee has a vested benefit under the Plan, and

(ii) the Plan has been served with a valid copy of this QDRO and has determined that it is a qualified domestic relations order as that term is defined under federal law.

6. Definitions

a. Annuity Starting Date. Any reference hereafter to the Spouse's or Employee's "Annuity Starting Date" means the effective date as of which their benefits are to begin.

b. Percentage Retirement Benefit. The Employee's "Percentage Retirement Benefit" is the benefit provided by the Plan, if any, for contributions made on the Employee's behalf for work performed on or after January 1, 1987.

c. Service Retirement Benefit. The Employee's "Service Retirement Benefit" is the benefit provided by the Plan, if any, for the Employee's service before January 1, 1987.

d. Other Terms. Other capitalized terms not specifically defined in this QDRO (such as Husband-and Wife Pension) shall have the meanings defined in the Plan or its rules and regulations.

7. Total Community Retirement Benefit. The Total Community Retirement Benefit shall be the sum of the Community Service Retirement Benefit and the Community Percentage Retirement Benefit. The Total Community Retirement Benefit will be determined as follows:

a. Community Service Retirement Benefit. For periods prior to January 1, 1987 the Community Service Retirement Benefit will be a portion of the Employee's Service Retirement Benefit earned for such years determined by adding the following:

(i) Past Service. The Employee's total Past Service Retirement benefit multiplied by a fraction determined as follows:

(I) The numerator of the fraction is the number of Years of Credited Past Service credited for the period beginning on the Date of Marriage and ending on the earlier of the Employee's Date of Separation or the last day of the Employee's Past Service period, and

(II) The denominator of the fraction is the total number of the Employee's Years of Credited Past Service.

(ii) Contribution Benefit Units Before January 1, 1987. The Employee's Contribution Benefit Units earned before January 1, 1987 multiplied by a fraction determined as follows:

(I) The numerator of the fraction is the number of the Employee's Contribution Benefit Units earned during the period beginning on the Date of Marriage and ending on the earlier of the Date of Separation or December 31, 1986, and

(II) The denominator of the fraction is the total number of the Employee's Contribution Benefit Units earned prior to January 1, 1987.

(iii) In situations in which the Plan does not maintain precise records from which the Years of Past Credited Service or Contribution Benefit Units earned during the Period of Marriage prior to January 1, 1987 can be determined, the Plan is authorized to make reasonable prorations based on the records it maintains and may determine credits from the nearest month end to the actual date of occurrence.

b. Community Percentage Retirement Benefit. For periods on or after January 1, 1987, the Community Percentage Retirement Benefit shall be equal to the Contributions required to be made on the Employee's behalf during the Period of Marriage after December 31, 1986, multiplied by the applicable specified percentages in effect on the Spouse's Annuity Starting Date. In situations in which the Plan does not maintain precise records from which the exact amount contributed during the Period of Marriage after December 31, 1986 can be determined, the Plan is authorized to make reasonable prorations based on the records it maintains and may determine amounts from the nearest month end to the actual date of occurrence.

8. Spouse's Retirement Benefit. The Spouse is hereby awarded a Spouse's Retirement Benefit, the amount of which is determined as provided in this Paragraph 8. The Spouse's Retirement benefit shall be one-half (2) of the Total Community Retirement Benefit calculated in accordance with Paragraph 7, above.

9. Spouse's Election to Start Payments Early. The Spouse shall have the right to elect an Annuity Starting Date at any time after the earliest date that the Employee could elect early retirement, but the Spouse does not have the right to delay that Annuity Starting Date beyond the Employee's Annuity Starting Date except in the case of a disability benefit payable to an eligible Employee. If the Spouse elects an Annuity Starting Date prior to the Employee's then:

a. No Early Retirement Subsidies. The Spouse's Retirement Benefit shall be calculated without any early retirement subsidies that would be available to the Employee. Upon the Employee's retirement after the Spouse's Annuity Starting Date, the amount of the Spouse's Retirement Benefit will be recalculated to include any early retirement subsidies available to the Employee at that time. However, the Spouse's Retirement Benefit will then be actuarially reduced to take into consideration the value of benefits already paid. No recalculation shall be made if the Employee retires on or after Normal Retirement Age.

b. Employee's Subsequent Benefit. Any retirement benefits which thereafter become payable to the Employee or his/her beneficiaries shall be determined as though there had been no

QDRO, but then actuarially reduced to take account of the value of the Spouse's Retirement Benefit, whether or not the Spouse is still living.

10. Concurrent Annuity Starting Date. When the Spouse's Annuity Starting Date does not precede the Employee's, the Spouse's Retirement Benefit shall begin at the same time as the Employee's Benefit. (This provision shall not apply to any disability benefit. In the case of an Employee eligible for a disability benefit, the Spouse's Retirement Benefit will commence when the Employee reaches Early Retirement age and will be based on the amount of the Employee's largest non-disability retirement benefit that the Employee is eligible for on that date.)

11. Form of Benefit. The Spouse's Retirement Benefit determined as provided above shall be actuarially adjusted (using the standard actuarial factors applied by the Plan's actuaries at the Spouse's Annuity Starting Date), so that the benefit will be paid as a single-life annuity for the Spouse's lifetime beginning at the Spouse's Annuity Starting Date.

12. Death of Employee Before Spouse's Annuity Starting Date. If the Employee predeceases the Spouse before the Spouse's Annuity Starting Date, the Spouse shall be treated as the Employee's surviving spouse with respect to the Total Community Retirement Benefit.

13. Death of Spouse Before Spouse's Annuity Starting Date. If the spouse dies before beginning to receive benefits, no benefits are payable by the Plan and the Total Community Retirement Benefit shall become the Employee's sole and separate property.

14. Employee's Residual Benefits. Any benefits under the Plan not specifically given to the Spouse under this QDRO shall be the sole and separate property of the Employee.

15. Statutory Limits. 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:

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 Plan to provide benefits with a greater actuarial value than it would otherwise pay in the absence of a QDRO.

c. Require the Plan to pay any benefits with respect to a non-vested Employee.

d. Require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. However, as provided above, the QDRO may require that payments to the Spouse begin on or after the earliest age the Employee could retire, even if the Employee does not retire at that time. If the Spouse's payments are to begin before the Employee actually retires, then:

(i) The computation will take into account only the present value of the benefits actually accrued as of the date the Spouse elects to begin collecting benefits;

(ii) The computation will not take into account the present value of any subsidy for early retirement; and

(iii) The benefits cannot be paid in the form of a joint and survivor annuity with respect to the alternate payee and his or her spouse.

16. Amendment. The Court retains jurisdiction over this matter to amend this Order in order to establish and/or maintain its qualification as a QDRO.