

Sample QDRO Language For
PACIFIC COAST ROOFERS PENSION PLAN

NOTE: This language is merely to assist divorce attorneys in preparing QDROs. 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 each individual case. The parties should always consult 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 California Family Code, Division 6, Part 1, Chapter 6.

2. Plan. The name of the Plan to which it applies is the PACIFIC COAST ROOFERS 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.:

Birthdate:

b. Spouse (Alternate Payee):

Name:

Address:

Social Security No.:

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:

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

a. The Employee has a vested benefit under the Plan, and

b. 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 Benefit. The Employee's "Percentage Benefit" is the benefit provided by the Plan, if any, for contributions made on the Employee's behalf for work performed on or after August 1, 1981.

c. Other Terms. Other capitalized terms not specifically defined in this QDRO (such as Marital Annuity) shall have the meanings defined in the Plan or its rules and regulations.

7. Spouse's Benefit. The Spouse is hereby awarded a Spouse's Benefit, the amount of which is determined as provided in this paragraph 7. The Spouse's Benefit shall be one-half of the "Total Community Benefit." The Total Community Benefit shall be the Community Percentage Benefit determined as follows:

a. Community Percentage Benefit. For periods after August 1, 1981 the Community Percentage Benefit shall be equal to the contributions paid on the Employee's behalf during the Period of the Marriage after August 1, 1981, 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 August 1, 1981 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.

b. IRC Limitations. If the Employee's total Plan benefit would exceed the maximum benefit limitation under the Internal Revenue Code, the benefit not payable shall be allocated between the Employee and Spouse in proportion to their respective shares of the total Plan benefit.

8. 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. If the Spouse elects an Annuity Starting Date prior to the Employee's, then:

a. No Early Retirement Subsidies. The Spouse's Benefit shall be calculated without any special early retirement subsidies that would be available to the Employee. Furthermore, subsequent events will have no effect on the amount of the Spouse's Benefit as initially determined.

b. Form of Benefit. The Spouse's 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. The spouse may then elect instead any other form of option generally available under the terms of the Plan to the Employee if he or she were retiring on that date, other than the right to elect a joint and survivor annuity with another spouse.

c. Death of Employee. If the Employee dies after the Spouse's Annuity Starting Date, no death benefits will be payable to the Spouse.

d. Employee's Subsequent Benefit. Any benefits which become payable to the Employee or his/her beneficiaries after the Spouse's Annuity Starting Date shall be determined as though there had been no QDRO, but then actuarially reduced to take account of the value of the Spouse's Benefit, whether or not the Spouse is still living.

9. Concurrent Annuity Starting Date. When the Spouse's Annuity Starting Date does not precede the Employee's, the Spouse's Benefit shall begin at the same time as the Employee's Benefit. This provision shall also apply to any disability benefit. The form of the benefit shall be determined as follows:

a. Marital Annuity Forms. Unless otherwise selected before benefit payments begin to either the Spouse or Employee, the Total Community Benefit will be payable in the form of a Marital Annuity, with each party entitled to one-half of the payments made during their joint lifetimes. If the Spouse survives the Employee, the Spouse will continue to receive the surviving spouse's benefit under the Marital Annuity. If the Employee survives the Spouse, after the Spouse's death the Employee's benefit shall be increased in the amount of the benefit previously being paid to the Spouse.

b. Spouse's Elections. The Spouse may elect before benefit payments begin any other form of option generally available under the terms of the Plan to the Employee, other than the right to elect a joint and survivor annuity with another spouse.

10. Death of Employee or Spouse Before Spouse's Annuity Starting Date.

a. If the Employee predeceases the Spouse before the Spouse's Annuity Starting Date, with respect to the Total Community Benefit, the Spouse shall be treated as the Employee's surviving spouse, and if the Employee is vested, the Spouse shall be entitled to the survivor's benefit under the Marital Annuity, or the death benefit for a surviving spouse which is payable in lieu of the Marital Annuity, but only with respect to the Total Community Benefit.

b. If the Spouse dies before the Spouse's Annuity Starting Date, all Plan benefits which are thereafter payable shall be paid to the Employee or his or her beneficiaries, and no Plan benefits will be payable to the Spouse or his or her beneficiaries.

11. 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.

12. Retiree Increases.

a. If the Plan increases benefits for retirees or their beneficiaries, these increases shall not apply to the Spouse unless the Employee has retired or died (whether or not the Spouse is receiving a benefit).

b. If the Plan increases benefits for retirees after the Employee has retired and while the Employee is alive, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, then any such increase shall be allocated between the Employee and the Spouse. The Spouse's share shall be a fraction of the increase, the numerator of which is one-half of the Total Community Benefit as determined under paragraph 7, and the denominator of which is the Employee's total benefit, including the Total Community Benefit.

c. If the Plan increases benefits for retirees after the Employee is deceased, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, and if the Spouse is receiving benefits at that time, the Spouse shall share in that benefit increase in the proportion that his or her benefit payments bear to the payments being made to all beneficiaries of the Employee.

d. If the Employee's total Plan benefit after a post retirement benefit increase would exceed the maximum benefit limitation under the Internal Revenue Code, the benefit not payable shall be allocated between the Employee and Spouse in proportion to their respective shares of the total Plan benefit.

13. 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.

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 special subsidy for early retirement; and

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

14. Offsets. If any amounts are paid by the Plan to either party hereunder which should have been paid to the other party, the Plan may correct the situation by offsetting against future payments to the party receiving the mistaken payments, or his or her beneficiaries, the benefits properly payable to the other party.

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