

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 Plans do 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 Plans take 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. _____
)	
_____)	QUALIFIED DOMESTIC
)	RELATIONS ORDER
Petitioner,)	
)	[RELATING TO NORTHERN
)	CALIFORNIA PIPE TRADES
)	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. 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"), and Internal Revenue Code Section 414(p).

2. Name of Plan. This Order applies to the "NORTHERN CALIFORNIA PIPE TRADES PENSION PLAN" and the "NORTHERN CALIFORNIA PIPE TRADES SUPPLEMENTAL 401(K) RETIREMENT PLAN," both of which comprise the Northern California Pipe Trades ("NCPT") Pension Trust. The Order also applies, if applicable, to the Participant's interest in the predecessor Plans, the Bay Area Pipe Trades Pension Plan (the predecessor to the NCPT Pension Plan) and/or the NCPT Supplemental Pension Plan and/or the U.A. Local 342 and/or U.A. Local 444 Defined Contribution Plan (predecessors to the NCPT Supplemental 401(k) Retirement Plan).

3. Parties. The name, mailing 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:

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 to the spouse unless the Participant has a Vested benefit under the applicable Plan as of the Date of Separation.

6. Annuity Starting Date. The spouse's "Annuity Starting Date" is the effective date as of which Plan benefits commence being paid to the spouse under this Order. The parties understand that as a general rule, retroactive benefits are not paid for periods prior to the filing of a pension application except as 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 term "spouse" is 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. NORTHERN CALIFORNIA PIPE TRADES PENSION PLAN.

During the marriage, the Participant earned retirement benefits under the Northern California Pipe Trades Pension Plan (and/or its predecessor Plan, the Bay Area Pipe Trades Pension Plan) that are 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 ____ Service Credits (described as "Benefit Credits" in the Plan) in the amount of \$_____under the Pension Plan during the marriage. Spouse is entitled to one-half of such Credits, which equals ____ Service Credits which yields a monthly pension of \$_____ at the Participant's Normal Retirement Age. For purposes of this order, the value of such credits will be the benefit rate for the particular years when the credit was earned based on the value at the time the credits were earned.

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 as to the spouse's share of the benefit.

b. NORTHERN CALIFORNIA PIPE TRADES SUPPLEMENTAL 401(K) RETIREMENT 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 Northern California Supplemental 401(k) Retirement Plan (which encompasses the predecessor entity, the NCPT Supplemental Pension Plan and/or the U.A. Local 342 Defined Contribution Plan and/or the U.A. Local 444 Defined Contribution Plan, whichever is applicable if such benefits have been transferred to this Plan). An administration fee of \$500.00 will be shared equally by both parties. 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 _____ (the Date of Separation). The 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 upon the receipt of an approved file QDRO. The parties acknowledge that the value of such Account or amount will vary depending upon the date the transfer occurs. At that time, the administrative fee of \$250.00 will be deducted from the Participant's account and \$250.00 will be deducted from the spouse's account. Spouse shall be entitled to future earnings and asset appreciation thereto minus any depreciation in the value of the assets and Plan expenses based on his/her account balance. Spouse's Account balance will be calculated in the same manner for any Market Value Adjustments as every other Participant in the Plan.

The spouse shall have total control over his/her Individual Account to the extent allowed by the Plan including the right to designate a beneficiary (ies) to receive benefits upon his/her death. Similarly, the Participant will have total control over his/her 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. Under the NCPT Pension Plan, the spouse may elect to commence receiving benefits (by filing a pension application on forms furnished by the Trust Fund Office) at any time after the earliest date that the Participant could elect to retire under the Plan or otherwise commence receiving benefits under the Plan. 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 remaining benefits.

By selecting a benefit commencement date earlier than the date the Participant commences receiving benefits under the NCPT Pension Plan, the spouse acknowledges that he/she will not be entitled to share in any benefit increase adopted after his/her benefits commence being paid to him/her and that he/she will not be entitled to any retirement subsidy provided in the Plan prior to the date the Participant retires or otherwise commences receiving benefits, including an unreduced early retirement benefit. Spouse acknowledges that the Plan's early retirement reduction factors and actuarial factors, such as accounting for his/her age, shall apply to the spouse's benefit.

A spouse may elect to receive his/her benefits under the NCPT Supplemental 401(k) Retirement Plan prior to the Participant attaining the Plan's early retirement date or the Participant otherwise being eligible to receive a benefit under the Plan if such early distribution is agreed to by both parties (which could include the parties signing a Marital Settlement Agreement or other written document providing for such a distribution). The signatures of both parties on this Order evidences approval by the parties of the early distribution. Otherwise, payments shall not commence until the Participant reaches the Plan's early retirement date or is otherwise eligible to receive benefits under the Plan.

To the extent required by applicable law, benefits shall commence being paid to the spouse no later than the Participant's "required beginning date" as defined in Internal Revenue Code Section 401(a)(9).

9. Provisions Applicable to Pension Plan.

a. Spouse's Benefit Options. The spouse's benefit in the NCPT Pension Plan shall be actuarially adjusted so that the benefit will be paid as a Normal Form of Payment for unmarried Participants (60 month guarantee). The spouse may then elect any optional form of payment available under the Pension Plan for his/her portion of the Participant's benefit, including a life annuity based on the spouse's life (which includes a 60 month guarantee). 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 are or may be available under the form of benefit option elected for the Pension Plan. If, for example, the spouse selects a life annuity (60 month guarantee) based on his/her life, the benefits cease upon the later of his/her death or sixty months of payments being made. If the spouse dies before sixty months of payments have been made, the remaining payments shall be made to his/her designated beneficiary. If no beneficiary has been selected, payments shall be made to his/her children in equal shares (and if no children then in accordance with the Plan document).

b. Participant's Death After Spouse's Benefit Starts. If the Participant dies after the spouse's Annuity Starting Date, the spouse's benefits with the NCPT Pension Plan under this Order will not be affected (unless the spouse's benefit is based on the Participant's lifetime). Further, the spouse will not be entitled to any death benefits

payable as a result of the death of the Participant and the Participant's benefit will be paid to his/her beneficiary(ies).

c. Participant's Death Before Spouse's Benefit Starts. If the Participant dies before the spouse's benefits commence being paid 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 as to his/her one-half interest in the community property portion of any death benefit or Preretirement Survivor Annuity that is payable under the NCPT Pension Plan.

d. Spouse's Death Before Participant's and Spouse's Benefits Start. If the spouse dies before the Participant and before benefits under the NCPT Pension Plan commence being paid to the spouse, all benefits shall be paid to the Participant or his/her beneficiaries and no benefits will be payable to the spouse or his/her beneficiaries regardless of the spouse's community property portion.

e. Spouse is Older than the Participant. If a spouse is older than the Participant, the spouse is not entitled to commence receiving his/her benefits under the NCPT Pension Plan until the Participant is entitled to commence receiving benefits, regardless of the spouse's age (for example, even if the spouse has reached age 70-1/2). Spouse acknowledges that the benefit commencement date is contingent on the Participant's eligibility for benefits under the Plan, not the spouse's age.

10 Disability Benefits-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 under the NCPT Pension Plan.

If the Participant receives or continues to receive a Disability Pension from the NCPT Pension Plan 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.

11. Supplemental Payments-Pension Plan. Spouse shall not share in any 13th check, cost of living increase, supplemental payment, or other type of extra payment from the NCPT Pension Plan issued to retirees in the future.

12. Form of Benefit - Supplemental 401(k) Retirement Plan. The spouse may elect any form of payment available under the NCPT Supplemental 401(k) Retirement Plan. If the spouse predeceases the Participant after benefits have commenced being paid to him/her, 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 applicable). If the Participant dies after the spouse's benefits have commenced being paid, 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, unless the Participant names the former spouse as his/her designated beneficiary after a Final Judgment is entered in this marital dissolution action.

13. Overpayments. Both parties agree that if an overpayment by the Participant and/or Alternate Payee to the NCPT Pension Plan, NCPT Supplemental 401(k) Retirement Plan and/or the NCPT Health and Welfare Plan exists, full repayment and/or an approved payment plan must be on file with the Trust Fund Office in order for any benefits to commence from either or both Plans.

14. 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. The spouse waives his/her right to any such additional benefits.

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

a. Require payment of benefits to the spouse which are already required to be paid to another spouse, child, or other lawful dependent under a prior QDRO.

b. Require the Plan(s) to provide benefits with a greater actuarial value than it would otherwise pay were there no QDRO.

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

16. Lump Sum Distribution. If the present actuarial value of a benefit from either Plan payable under this Order is \$5,000 or less and has not exceeded that amount, the Plan shall distribute such benefit in a lump sum.

17. Conditions for Commencement of Benefit.

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

b. Spouse is required to file with the Trust Fund Office an application for benefits on a form designated by the Trust;

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

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

e. Spouse agrees to notify the Trust Fund Office immediately of any address and/or name change. Further Spouse acknowledges if he/she fails to notify the Trust Fund Office of a change of address, the Trust Fund Office may not be able to notify Spouse when the Participant applies for retirement benefits. Should the Spouse wish to apply for Early Retirement benefits prior to the Participant applying for benefits, he/she would need to contact the Trust Fund Office.

18. Application. Spouse acknowledges that he/she is required to file a completed application to be entitled to benefits under both the NCPT Pension Plan and the NCPT Supplemental 401(k) Retirement Plan. Spouse acknowledges that for the NCPT Pension Plan, benefits will commence as of the first day of the month following receipt of the completed application.

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 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). The Parties release the Plan from any liability for accepting such a Stipulation or letter-agreement.

20. No Prior Order. The parties certify that they are not aware of prior orders which dispense of benefits hereunder.

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 Plans find the Order to meet the basic requirements of ERISA and does not violate either or both Plans. Approval of the Order is not to be taken as a determination by the Plan(s) that the Order makes a legally proper division of marital property. Plan representatives, Trust Counsel, Trustees and the Plan assume no responsibility to the parties for the correctness or fairness of such 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 qualifications 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. The Parties agree to release the Plan(s) from any liability for complying with any such Stipulation or letter agreement.

25. 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 this Order being approved by the Court.

Dated: _____, 20____

JUDGE OF THE SUPERIOR COURT

Dated: _____, 20____

Attorney for Participant

Dated: _____, 20____

Attorney for Spouse

Dated: _____, 20____

Participant

Dated: _____, 20____

Spouse