

MODEL QDRO FOR  
MOTION PICTURE INDUSTRY PENSION PLAN AND  
MOTION PICTURE INDUSTRY INDIVIDUAL ACCOUNT PLAN  
[Benefits Not In Pay Status]

This model qualified domestic relations order (“QDRO”) has been developed by the Plan Office and legal counsel for the Motion Picture Industry Pension Plan and Motion Picture Individual Account Plan (the “Plans”) to provide an example of provisions which will be considered, upon review by legal counsel, to constitute a QDRO under which the Plans are authorized to distribute benefits.

The model is illustrative of just one approach which may be found to constitute a QDRO and is not intended to indicate any opinion as to how benefits should be split between the Participant and the Alternate Payee. The fractions set forth in Section 2(b) and 5(a) are only examples. The parties are free to use other fractions or formulas for dividing the benefit.

However, please do not include any provisions that would require the Individual Account Plan to calculate a percentage of the Participant’s account balance accrued between the date of marriage and date of separation. Under the Individual Account Plan’s terms, allocations of employer contributions and investment gains or losses are performed only on the last day of each plan year (which is the Saturday preceding the last Thursday of each calendar year). In other words, the Individual Account Plan cannot determine the Participant’s account balance as of any date other than the last day of a plan year.

This model QDRO is revised from time to time by the Plan office and its counsel; you should be sure that you are using the current model.

Attorneys for

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF \_\_\_\_\_

In re the Marriage of:	)	CASE NO.
	)	
Petitioner:	)	STIPULATED QUALIFIED
	)	DOMESTIC RELATIONS ORDER
and	)	
	)	
Respondent:	)	
	)	
	)	
	)	
_____	)	

IT IS HEREBY ORDERED BY THE COURT as follows:

1. Definitions and Basic Information.

(a) "Participant" means \_\_\_\_\_  
\_\_\_\_\_, whose Social Security number is \_\_\_\_\_, and  
whose mailing address is \_\_\_\_\_.

(b) "Alternate Payee" means \_\_\_\_\_  
\_\_\_\_\_ whose Social Security number is \_\_\_\_\_, and whose  
mailing address is \_\_\_\_\_. Alternate Payee  
was born on \_\_\_\_\_, 19\_\_.

(c) "Plans" mean the Motion Picture Industry Pension Plan ("Pension  
Plan") and the Motion Picture Industry Individual Account Plan ("Account Plan").

(d) Participant and Alternate Payee were married to each other on \_\_\_\_\_, \_\_\_\_\_ and were separated on \_\_\_\_\_, \_\_\_\_\_.

(e) This Court has personal jurisdiction over both Participant and Alternate Payee and jurisdiction over the subject matter of this Order and this dissolution of marriage action. Participant and Alternate Payee have stipulated that the Court shall enter this Order. This Order is entered pursuant to Section 2610 of the California Family Code. This Order hereby creates and recognizes as to the Plans the existence of the Alternate Payee's right, subject to the following provisions of this Order, to a share of the benefits otherwise payable to Participant by the Plans. Participant, Alternate Payee and the Court intend that this Order shall be a Qualified Domestic Relations Order ("QDRO") as that term is used in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1056(d).

(f) Capitalized terms not defined in this Order have the same meaning as set forth in the Pension Plan.

## 2. Alternate Payee's Pension Plan Award.

(a) Alternate Payee's share of Participant's Pension Plan benefits will be determined on the date elected by the Alternate Payee, which can be the first day of any month on or after the date that Participant is eligible to elect as the Participant's Early Retirement Date and on or before the earlier of the Participant's Benefit Commencement Date or the Participant's death. If the Alternate Payee does not make this election, Alternate Payee's share of Participant's Pension Plan benefits will be determined on the earlier of the Participant's Benefit Commencement Date or the Participant's death. The date on which the Alternate Payee's share is so determined is referred to in this Order as the "Determination Date."

(b) Alternate Payee is hereby awarded, as Alternate Payee's separate property, a portion of Participant's benefits under the Pension Plan determined by multiplying Participant's accrued benefit as of the Determination Date by the following percentage: fifty percent multiplied by a fraction, the numerator of which is the Participant's Credited Hours between the date of marriage and the date of separation, and the denominator of which is the Participant's total Credited Hours through the Determination Date. This percentage is referred to in this Order as the "Alternate Payee's Percentage."

(c) For purposes of calculating the Alternate Payee's Percentage, "Credited Hours" will be determined in accordance with the Pension Plan, but will not include Credited Hours not taken into account under the Pension Plan's benefit formula. With respect to the year of marriage, the year of separation and the year in which the Determination Date occurs, the administrator of the Pension Plan will allocate Credited Hours based on records maintained in its system and, if no such records are available, will prorate such Credited Hours based on the months of such year (rounded to the nearest month) included in the numerator or denominator.

(d) On the Determination Date, the Participant's accrued benefits under the Pension Plan will be reduced by the amounts awarded to the Alternate Payee under this Order. The portion of such accrued benefits under the Pension Plan which are not awarded to

Alternate Payee will remain the separate property of Participant and will be payable to Participant under the terms of the Pension Plan. The Participant will not be entitled to any benefit increases with respect to the benefits awarded to Alternate Payee.

3. Pension Benefits Payable to Alternate Payee.

(a) Alternate Payee's benefits under the Pension Plan will become payable as of the Determination Date and will be calculated by the administrator of the Pension Plan as follows:

(i) the amount of the Participant's accrued benefit as of the Determination Date will be determined and stated as a monthly single life annuity for the life of Participant commencing on the Determination Date;

(ii) the Participant's accrued benefit described in paragraph (i) above will then be multiplied by the Alternate Payee's Percentage; and

(iii) the resulting amount will then be converted to a single life annuity, commencing on the Determination Date and payable for the life of the Alternate Payee, by applying the appropriate actuarial factors, including disability factors if applicable.

(b) The Alternate Payee may elect to postpone the payment of the Alternate Payee's benefits until the first day of any month after the Determination Date but on or before the later of the Participant's Normal Retirement Date or the Participant's Benefit Commencement Date. The date as of which the Alternate Payee's benefits commence, whether the Determination Date or the date elected under this Section 3(b), is referred to in this Order as the "Payment Date." If the Alternate Payee makes an election under this Section 3(b), then Section 3(a)(iii) above will be applied by converting the Alternate Payee's benefit to a life annuity and applying early retirement factors, if applicable, as of the Payment Date.

(c) As an alternative to a single life annuity, Alternate Payee may elect a 10-year certain and life annuity, in accordance with the terms of the Pension Plan, commencing on the Payment Date, provided that the beneficiaries under this option are limited to the children of the Alternate Payee. If this option is elected, the single life annuity will be reduced by applying appropriate actuarial factors.

(d) The amount of any benefit payable to Alternate Payee will not be adjusted or suspended if Participant subsequently is reemployed and/or earns additional benefits under the Pension Plan. However, Alternate Payee's benefits will be suspended if Participant is awarded a disability pension and Participant's disability pension is suspended. Except as provided in the Pension Plan, the amounts being paid to Alternate Payee will be increased by any retiree increases under the Pension Plan. If the Alternate Payee dies before the Payment Date and has not elected to be paid in the form of a 10-year certain and life annuity, then no Employer-Derived Benefits will be paid to or on behalf of Alternate Payee from the Pension Plan. If Participant's Employer-Derived Benefits under the Pension Plan are forfeited due to a break in service or death, Alternate Payee's right to receive Employer-Derived Benefits from the Pension Plan shall be likewise forfeited. The term "Employer-Derived Benefits," as used in this

Order, means all benefits provided under the Pension Plan other than any benefits described in Section 4 below.

4. Other Benefits.

(a) If, at the end of the month preceding the date of this Order, the Participant has any “additional employee contributions” and interest attributable to unclaimed vacation or holiday pay, as described in the Pension Plan, Alternate Payee is awarded, as Alternate Payee’s separate property, the Alternate Payee’s Percentage of such amounts as of the end of the month coinciding with or immediately preceding the date of this Order. Such amounts shall be payable in a cash lump sum to Alternate Payee as soon as administratively feasible after the entry of this Order. The remaining “additional employee contributions” and interest will remain the separate property of the Participant.

(b) If Participant is not vested in his Employer-Derived Benefits at the time of the Participant’s death or other break in service, then the Pension Plan will pay Alternate Payee (or if Alternate Payee is not then alive, Alternate Payee’s estate) an amount equal to the Alternate Payee’s Percentage of Participant’s employee contributions, if any, and interest in a lump sum as soon as practicable after the death or other break in service. After payment of such amount, Alternate Payee shall not be entitled to any additional benefits from the Pension Plan. No payment is due under this Section 4(b) if the Alternate Payee previously became entitled to a benefit under Section 3. Participant agrees not to withdraw any employee contributions (and interest) under the Pension Plan after the date of this Order unless (i) the Employer-Derived Benefits are forfeited, (ii) the Alternate Payee dies or (iii) the Alternate Payee consents in writing to such distribution.

5. Account Plan.

(a) Subject to the provisions of the Order set forth below, Alternate Payee is awarded under the Account Plan, as Alternate Payee’s separate property:

[Alternative 1:] The following percentage of Participant’s account balance under the Account Plan, determined as of the last day of the plan year coinciding with or immediately preceding both the entry and receipt of this Order by the Account Plan: fifty percent multiplied by a fraction, the numerator of which is the Participant’s Credited Hours between the date of marriage and the date of separation, and the denominator of which is the Participant’s total Credited Hours through the end of the Plan Year preceding entry of this Order.

(b) For purposes of calculating such fraction, “Credited Hours” shall be defined in accordance with the Account Plan, but shall not include any Credited Hours with respect to which the Participant did not receive any allocation of contributions and shall not include any Credited Hours earned prior to the inception of the Account Plan. For purposes of allocating Credited Hours to the numerator and denominator of such fraction, the rules set forth in Section 2(c) shall apply.

[Alternative 2:] \$\_\_\_\_\_ adjusted for applicable investment gains or losses thereon from the last day of the plan year coinciding with or immediately following the date of entry of this Order through the last day of the calendar quarter coinciding with or

immediately preceding the earliest of the date of payment to Alternate Payee, the Participant's Benefit Commencement Date under the Pension Plan, or Participant's Early Withdrawal Date under the Account Plan, but not in excess of Participant's account balance as of the last day of the plan year coinciding with or immediately preceding both the entry and receipt of this Order by the Account Plan.

[Alternative 3:] \_\_\_\_ percent of Participant's account balance as of the last day of the plan year coinciding with or [choose either "immediately preceding" or "immediately following"] the parties' date of separation, adjusted for applicable investment gains or losses thereon through the last day of the calendar quarter coinciding with or immediately preceding the earliest of the date of payment to Alternate Payee, the Participant's Benefit Commencement Date under the Pension Plan, or Participant's Early Withdrawal Date under the Account Plan, but not in excess of Participant's account balance as of the last day of the plan year coinciding with or immediately preceding both the entry and receipt of this Order by the Account Plan.

(c) Subject to subparagraph (d) below, such amount shall be payable in the form of a single cash lump sum to Alternate Payee as soon as administratively feasible after this Order is served on the Account Plan, determined by the administrator of the Account Plan to be a QDRO and the allocations under the Account Plan for the preceding plan year are completed. Alternatively, Alternate Payee may elect to be paid in two installments: the first of which will consist of the amount payable to Alternate Payee as of the end of the last preceding plan year for which a Plan valuation is complete and will be paid as soon as administratively feasible after this Order is served on the Account Plan; and the second of which will consist of any allocable net investment gains attributable to the period from such year-end through the end of the calendar quarter preceding the payment date of the first installment and will be paid as soon as administratively feasible after such amount is determined.

(d) Participant's account balance under the Account Plan shall be reduced by the amount paid to Alternate Payee. The portion of Participant's account balance under the Account Plan which is not paid to Alternate Payee shall remain the separate property of Participant, and shall be payable to Participant under the terms of the Account Plan.

6. Taxes. Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income and other taxes attributable to distributions from the Plans which are payable to Participant and Alternate Payee, respectively. To the extent permitted by applicable law, Alternate Payee's tax liability with respect to distributions from the Pension Plan will be determined as though an amount equal to the Alternate Payee's Percentage multiplied by any employee contributions by the Participant under the Pension Plan had been contributed by the Alternate Payee. Any payments to the Alternate Payee made by the Plans shall be subject to withholding for federal and state tax, unless an election to waive withholding (if permitted by law) is on file with the administrator of the Plan.

7. Miscellaneous.

(a) The Plans shall mail any payment of the Alternate Payee's benefits under the Plans directly to the Alternate Payee at the address provided under Section 1(b) above or to an alternate address provided to the Plans in writing by the Alternate Payee. No benefits

will be payable to the Alternate Payee for any period in which the Alternate Payee has not provided the Plans with a current address.

(b) No provision in this Order shall be construed to require the Plans, the administrator of the Plans, or any trustee or other fiduciary with respect to the Plans to take any action which is inconsistent with any provision of the Plans as now in effect or hereafter amended.

(c) This Order is intended to be a QDRO made pursuant to ERISA, and its provisions shall be administered and interpreted in conformity with ERISA. In the event that ERISA is amended or any other law regarding QDROs is otherwise changed or modified, then the parties shall immediately take such steps as are necessary to amend this QDRO to comply with any such changes, amendments and/or modifications, or, if permissible under any such change, amendment, or modification to ERISA or any other laws regarding QDROs, the administrator of the Plans may elect to treat this QDRO as a qualifying order.

(d) No provision in this Order shall be construed to require the Plans to (i) make any payment or take any action which is inconsistent with any federal law, rule, regulation or applicable judicial decision; (ii) provide any type or form of benefit, or any option, which is not otherwise provided under the provisions of the Plans and specifically authorized by this Order; (iii) provide increased benefits (determined on the basis of actuarial value); or (iv) pay benefits to any alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order. The parties acknowledge that the benefits specifically referred to in this Order are the only benefits payable from the Plans.

(e) Notwithstanding any other provision of this Order, in the event that Participant, Alternate Payee or any other party claiming rights under this Order shall make any claim which the administrator of the Plans shall determine to be inconsistent with the provisions of this Order or with any provision of ERISA or any successor statute thereto, the Plans may forthwith cease making any further payments to any person whose rights under the Plans, in the sole judgment of the administrator of the Plans, may be affected by such claim pending resolution of such claim or further order of this Court, and the Plans may also take such further action or actions as may be permitted by law with respect to such claim and/or this Order.

(f) This Court reserves jurisdiction over the parties and the Plans until such time as all obligations of the Plans to Alternate Payee under this Order have been fully paid and discharged.

APPROVED AS TO FORM AND CONTENT

(Attorney)  
(Firm)  
(Address)  
(City, State)  
(Telephone)

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney)  
Attorney for Petitioner

(Attorney)  
(Firm)  
(Address)  
(City, State)  
(Telephone)

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney)  
Attorney for Respondent

THE CLERK IS ORDERED TO ENTER THIS JUDGMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT