

## **Model QDRO**

### **Edison 401(k) Savings Plan**

*This sample domestic relations order is provided for informational use only. This sample will not be appropriate for every situation and your situation may need or require different terms. Southern California Edison Company, the Southern California Edison Company Benefits Committee, the Domestic Relations Administration Group, and their officers, employees, and agents do not assume any responsibility or liability for any harm or damages, financial or otherwise, resulting from the use of this sample.*

*The use of this sample domestic relations order does not obligate Southern California Edison Company, the Southern California Edison Company Benefits Committee, the Domestic Relations Administration Group, or any of their agents to approve or qualify any proposed domestic relations order that conforms to this sample. In the event of a conflict between the terms of this domestic relations order and the terms of the Edison 401(k) Savings Plan (the "Plan"), including the Plan's written QDRO procedures, the terms of the Plan shall take precedence.*

*The use of this sample domestic relations order may expedite the time it takes to determine the qualified status of a draft order and may help ensure that the provisions of a draft order conform to the Plan.*

*In the event that you intend to have a proposed qualified domestic relations order reviewed prior to submission to a court, please forward the proposed order to the Domestic Relations Administration Group.*

*The Plan does not permit domestic relations orders to make, change, or revoke beneficiary designations for the Participant. If the Alternate Payee is currently the Participant's designated beneficiary for the Plan, and the Participant wishes to change his or her beneficiary designation for the Plan, the Participant must contact the Plan Administrator and make a new Plan beneficiary designation in accordance with Plan terms.*

## Provisions of Sample Domestic Relations Order

It is the intent of the Court that the provisions of this domestic relations order (“Order”) operate as an effective assignment of the below-described portion of the Participant’s interest in the Edison 401(k) Savings Plan to the Alternate Payee under both state and federal laws, for all purposes, and constitute a Qualified Domestic Relations Order (“QDRO”) in compliance with Section 414(p) of the Internal Revenue Code of 1986, as amended (“Code”), and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

1. Plan: This Order shall apply to the Edison 401(k) Savings Plan (the “Plan”). The “Plan Administrator” for purposes of the submission and review of draft QDROs is the Domestic Relations Administration Group, Conduent, c/o EIX Benefits Connection:

**US Mail**  
EIX Benefits Connection  
P.O Box 5221  
Cherry Hill, NJ 08034-5221

**Overnight Delivery**  
EIX Benefits Connection  
101 Woodcrest Road  
Cherry Hill, NJ 08003

2. The Plan “Participant” is:  
Mailing Address:  
Date of Birth:  
Social Security Number (may be provided on separate sheet):
3. The “Alternate Payee” is:  
Mailing Address:  
Date of Birth:  
Social Security Number (may be provided on separate sheet):

The Alternate Payee is the (*insert applicable party – spouse, former spouse, child or other dependent*) of the Plan Participant.

**[Choose Paragraph 4.a or 4.b]**

- 4.a. The Alternate Payee is awarded \$ \_\_\_\_\_ from the Participant's vested Plan account balance as of (*insert valuation date*), and is to *<include or exclude>* earnings or losses from that date through the date of segregation of said funds into a separate account established for the Alternate Payee. This amount shall be adjusted for earnings or losses through the last Plan valuation date prior to the date of distribution, as determined in accordance with the applicable terms of the

Plan at the time distribution is to be made. Following the Plan's notice to the Alternate Payee of its establishment of the awarded benefits in an account for the Alternate Payee, the Alternate Payee shall thereafter promptly request distribution of his/her awarded benefits or otherwise direct that the awarded benefits be "rolled over" in whole or in part to another qualified retirement plan or Individual Retirement Account ("IRA").

**OR**

- 4.b. The Alternate Payee is awarded \_\_\_\_\_% from the Participant's vested Plan account balance as of (*insert valuation date*), and is to *<include or exclude>* earnings or losses from that date through the date of segregation of said funds into a separate account established for the Alternate Payee. Please note that the Plan's current recordkeeper is not able to determine the daily value of the Participant's account balance and any investment earnings and/or losses prior to January 1, 2006. The parties will need to arrive at a dollar figure or percentage of the Participant's account balance payable to the Alternate Payee either at a specific current date, or as of a date that is no earlier than January 1, 2006. The Plan's current recordkeeper can determine the value of a Participant's account balance on and after January 1, 2006 and calculate any earnings and/or losses from January 1, 2006 through the date assets are transferred or distributed to the Alternate Payee. The Participant's outstanding Plan loan balances (if any) as of the valuation date *<will or will not>* be deducted from the Participant's account balance prior to the calculation of the Alternate Payee's award. (*NOTE: If the order awards the Alternate Payee a percentage of the Participant's Plan account and is silent with respect to the outstanding loan balances, such loan balances shall be deducted from the Participant's account balance prior to determining the Alternate Payee's award*). The separate account for the Alternate Payee shall be adjusted for earnings or losses through the last Plan valuation date prior to the date of distribution, as determined in accordance with the applicable terms of the Plan at the time distribution is to be made. Following the Plan's notice to the Alternate Payee of its establishment of the awarded benefits in an account for the Alternate Payee, the Alternate Payee shall thereafter promptly request distribution of his/her awarded benefits or otherwise direct that the awarded benefits be "rolled over" in whole or in part to another qualified retirement plan or Individual Retirement Account ("IRA").
5. In the event the Alternate Payee dies prior to a complete distribution of the Plan benefits awarded herein to the Alternate Payee, provided the Plan determines this Order is a QDRO, any such awarded but undistributed amounts shall be paid to the Alternate Payee's estate. After the Plan creates a separate account for the Alternate Payee, and until the benefits awarded herein are distributed to the Alternate Payee, the Alternate Payee shall have the right to direct the investment of the amounts separately established for Alternate payee by the Plan as if the Alternate Payee were a participant in the Plan, and the Participant shall have no right to direct the investment of such amounts allocated to the Alternate Payee.

6. The benefits hereby assigned to the Alternate Payee shall be paid to the Alternate Payee, notwithstanding the Participant's continued employment with Southern California Edison Company or its affiliates, in accordance with the Alternate Payee's election and the terms of the Plan.
7. All benefits payable under the Plan other than those payable to the Alternate Payee shall be payable to the Participant in such manner and form as Participant may elect, subject only to Plan requirements.
8. If the Alternate Payee is the spouse or former spouse of the Participant, the Alternate Payee shall be treated as the distributee under Code §§61, 72 and 402 as to any payment or distribution that is made directly to the Alternate Payee under this Order and shall be solely responsible for any income or other taxes due with respect to such amounts in such Alternate Payee tax year in which he/she receives a direct distribution from the Plan or a subsequent distribution from an Alternate Payee IRA of awarded Plan benefits previously "rolled over" to such an IRA.
9. While it is anticipated that the Plan Administrator will pay directly to the Alternate Payee the benefit awarded under this Order, the Participant is designated a constructive trustee to the extent the Participant receives any benefits under the Plan that are due to the Alternate Payee but paid to the Participant. In the event of such payment, the Participant is ordered and decreed to pay the benefit defined above directly to the Alternate Payee.
10. Nothing contained in this Order shall be construed to require the Plan or the Plan Administrator:
  - a. To provide to the Alternate Payee any type or form of benefit, or any option, not otherwise available under the Plan, or
  - b. To pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another domestic relations order previously determined by the Plan Administrator to be a QDRO, or
  - c. To require the Plan to provide increased benefits.
11. In the event of a conflict between the terms of this QDRO and the terms of the Plan, as interpreted by the Plan Administrator in its sole discretion, the terms of the Plan shall take precedence.
12. This QDRO shall be incorporated by reference into any final judgment and decree of divorce as if each and every paragraph herein were specifically set forth therein.

13. This QDRO will continue to be effective with respect to any successor or transferee plan, including any plan into which the Plan is merged. In the event of a change of Plan Administrator or amendment to the Plan, the Alternate Payee shall receive the same written notification as other beneficiaries.
14. The Plan Administrator shall interpret the terms of this Order in a manner that is consistent with applicable law. Should any portion of this Order be rendered invalid, illegal, unconstitutional, or otherwise incapable of enforcement, or should any of the matters herein ordered need to be adjusted to accomplish the objectives of this Order, the Court reserves jurisdiction to make such adjustment in this Order as will effect the intent of the parties as manifested herein.
15. A certified copy of this Order shall be served upon the Plan Administrator.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Judge