

Model QDRO

Southern California Edison Company Retirement 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 affiliates, 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 Southern California Edison Company Retirement 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 beneficiary designation in accordance with Plan terms.

Provisions of Sample Domestic Relations Order

Plan Participant Not In Pay Status

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 Southern California Edison Company Retirement 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 Southern California Edison Company Retirement 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 “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 Participant.

4. This Order assigns to the Alternate Payee the right to receive that portion of the pension benefit provided by the Plan to the Participant as described in the following paragraph(s).

Choose Paragraph 5.a or 5.b:

5.a The Alternate Payee is hereby assigned as his/her sole and separate property a fractional interest in the Participant's vested accrued pension benefit under the Plan equal to ____% [the drafter should enter the percentage] of the ratio of (a) the number of days of service accumulated by the Participant as a participant in the Plan, used for benefit accrual purposes, during the period beginning on the date of the parties' marriage and ending on the date of their marital separation/divorce set forth below to (b) the total of such days used for benefit accrual purposes through the Alternate Payee's Benefit Start Date (the "Benefit Start Date" shall be the date as of which the Alternate Payee elects to commence receipt of benefits, unless an earlier commencement date is required by Paragraph 6 or Plan terms). The Alternate Payee hereby expressly waives any right to any ERISA-mandated Qualified Pre-Retirement Survivor Annuity ("QPSA") and/or Qualified Joint and Survivor Annuity ("QJSA") which may be available under the terms of the Plan. Alternate Payee's fractional interest shall be determined as of the Alternate Payee's Benefit Start Date and shall include all appropriate actuarial adjustments, if any, including but not limited to adjustments for any applicable difference in the ages of the Participant and Alternate Payee. If necessary to the proper actuarial determination of Alternate Payee's fractional interest herein, Alternate Payee shall provide the Plan with satisfactory proof of his/her birth date (an original or certified copy of his/her birth certificate or other document satisfactory to the Plan) before any division and/or distribution of his/her fractional share may commence.

Date of Marriage _____

Date of Separation/Divorce _____

OR

5.b The Alternate Payee is hereby awarded as his/her sole and separate property an interest in the Participant's vested accrued pension benefit under the Plan equal to ____% [the drafter should enter the percentage] of the Participant's accrued benefit under the Plan as of _____ [the drafter should provide the date as of which the Alternate Payee's share of the Participant's accrued benefit is to be determined—e.g., the date of divorce, date of separation, etc. If this option is selected, the date as of which the Alternate Payee's benefit is to be determined must be on or after January 1, 2012, and must be the first of a month.]. Alternate Payee's interest shall be determined as soon as administratively feasible following the Plan's determination that this Order constitutes a QDRO, and the Alternate Payee shall not be entitled to additional Plan benefits, even if the Participant subsequently qualifies for additional benefits. The Alternate Payee hereby expressly waives any right to any ERISA-mandated Qualified Pre-Retirement Survivor Annuity ("QPSA") and/or Qualified Joint and Survivor Annuity ("QJSA") which may be available under the terms of the Plan. Alternate Payee's interest award and coincident or subsequent benefit commencement calculation

shall include all appropriate actuarial adjustments, if any, including but not limited to adjustments for any applicable difference in the ages of the Participant and Alternate Payee. If necessary to the proper actuarial determination of Alternate Payee's interest herein, Alternate Payee shall provide the Plan with satisfactory proof of his/her birth date (an original or certified copy of his/her birth certificate or other document satisfactory to the Plan) before any division and/or distribution of his/her share may commence.

6.
 - a. [Paragraph 6.a. applies if the Participant is a Cash Balance Participant for purposes of the Plan (which generally requires some service credit since 1999).] Once the Plan has determined that this Order constitutes a QDRO and notified the Alternate Payee, the Alternate Payee shall be entitled to request distribution of his/her awarded interest.
 - b. [Paragraph 6.b. applies if the Participant is not a Cash Balance Participant.] If the Plan has determined that this Order constitutes a QDRO and notified the Alternate Payee, then the Alternate Payee shall have the right to elect to receive benefit payments on or after the date on which the Participant attains or would have attained the "earliest retirement age" as that term is defined by the Code section 414(p)(4).
 - c. The Alternate Payee may elect distribution of his/her awarded interest in any form available to Alternate Payee under the terms of the Plan as of the date such distribution may commence. Annuity forms of payment will be calculated using appropriate actuarial adjustments, if any, to provide for a benefit based on the Alternate Payee's lifetime. If the Alternate Payee's Benefit Start Date is before the Participant's normal retirement date, the Alternate Payee's benefit calculation shall include adjustments for actuarial factors related to such earlier commencement in accord with the terms of the Plan. Absent an earlier Alternate Payee request, distribution of Alternate Payee's interest shall commence no later than as of the date on which distribution of Participant's Plan benefits commence. Provided that distribution of Alternate Payee's interest has not yet commenced, the Plan shall notify Alternate Payee in writing at the last address in its files should the Plan commence payment of any Plan benefits to the Participant. Absent termination or modification of the Plan, once distribution of any benefits awarded to the Alternate Payee begins, no further adjustment shall be made to the amount of Alternate Payee's awarded benefit interest except as provided by the terms of the Plan.
7.
 - a. [Paragraph 7.a. applies if the Participant is a Cash Balance Participant for purposes of the Plan.] After entry of this Order, if the Alternate Payee's death occurs prior to the Alternate Payee's commencement of benefits, the benefit assigned to the Alternate Payee shall be distributed to the Alternate Payee's estate (unless the Alternate Payee has designated a beneficiary in accordance with Plan terms, in which case, the benefit assigned to the Alternate Payee shall be distributed to the Alternate Payee's designated beneficiary).

- b. [Paragraph 7.b. applies if the Participant is not a Cash Balance Participant.] After entry of this Order, if the Alternate Payee predeceases the Participant prior to the date on which the Participant attains or would have attained the “earliest retirement age” as that term is defined by the Code section 414(p)(4), then no interest awarded herein shall be separately established or be payable to Alternate Payee or his/her Estate.
8. In the event of the Participant’s death prior to the Alternate Payee’s commencement, the above-awarded interest shall nonetheless be paid to the Alternate Payee, pursuant to the terms of this Order and the terms of the Plan, regardless of any subsequent surviving spouse or other death beneficiary designation that may have been made by the Participant
 9. All Plan benefits, including but not limited to any benefits payable to the Participant from the Plan related to unused sick leave credits or redeployment or “bridge” benefits awarded post separation, other than those benefit interests specifically awarded to Alternate Payee in this Order, shall be the sole and separate property of the Participant.
 10. 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.
 11. 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.
 12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. A certified copy of this Order shall be served upon the Plan Administrator.

Dated this ____ day of _____, 20__.

Signature of Judge