

1 Retirement Equity Act of 1984 (the "ACT"), P.L. 98-397; and

2 WHEREAS, Petitioner and Respondent have stipulated that
3 the Court shall enter this Order as a further judgment.

4 NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as
5 follows:

6 1. As used in this Order the following terms shall
7 apply:

8 (a) "Participant" refers to _____,
9 whose last known address is _____.

10 (b) "Alternate Payee" refers to _____,
11 whose last known address is _____.

12 (c) "Plan" refers to the Screen Actors
13 Guild-Producers Pension Plan, as amended (a non-contributory
14 defined benefit plan); and

15 (d) "Plan Administrator" refers to Bruce L. Dow,
16 or his successor duly appointed by the Trustee.

17 2. Alternate Payee is the spouse of Participant until
18 the herein marriage has been dissolved.

19 3. This Order is entered pursuant to Division 7 of
20 the California Family Code.

21 4. Alternate Payee shall be entitled to a portion of
22 the Participant's Pension benefit under the Plan as follows:

23 (a) A portion of Participant's interest in the
24 Plan shall be assigned to Alternate Payee in accordance with the
25 provisions of this Paragraph 4(a). Pursuant to this assignment,
26 Alternate Payee shall be treated as having an interest under the
27 Plan separate and distinct from Participant's interest under the
28 Plan. Alternate Payee's entitlement to a monthly retirement

1 pension, based on his or her interest under the Plan, shall be
2 computed in the following manner: The portion of Participant's
3 benefit to which Alternate Payee is entitled shall be an amount
4 equal to one-half (1/2) of Participant's Regular Pension benefit
5 multiplied by a fraction. The numerator of the fraction is the
6 number of years of Pension Credit (as defined in the Plan) earned
7 by Participant between the date of marriage and the date of
8 separation **[or as an alternative: divorce]**. The denominator of
9 the fraction is the total number of years of Pension Credit
10 earned by Participant at Alternate Payee's Annuity Starting Date,
11 as hereinafter defined. In computing the numerator of the
12 fraction, the Pension Credit for the year of marriage and the
13 year of separation **[or as an alternative: divorce]** shall be
14 prorated on a daily basis. The form of Alternate Payee's benefit
15 (and any actuarial adjustments related thereto) shall be
16 determined pursuant to Paragraph 4(b) herein. Alternate Payee's
17 Annuity Starting Date shall be Participant's Annuity Starting
18 Date under the Plan, except as provided in Paragraphs 4(d) or 6
19 herein.

20 **[First version of Paragraph 4(b) follows.]**

21 (b) With respect to Alternate Payee's entitlement
22 under Paragraph 4(a) above, the amount thereof shall be
23 calculated on the basis of a single life annuity with
24 Participant's life as the measuring life. Payments to Alternate
25 Payee shall cease on Participant's death, except that if
26 Participant's death occurs before Alternate Payee has received 60
27 monthly payments, monthly payments shall continue to Alternate
28 Payee until a total of 60 monthly payments have been made. Prior

1 to Alternate Payee's Annuity Starting Date, Alternate Payee may
2 elect, in lieu of the form of payment described in the preceding
3 sentences of this Paragraph 4(b), another form of payment that is
4 then permissible for alternate payees under the Plan. Pursuant
5 to this QDRO, Alternate Payee shall be treated as having an
6 interest under the Plan separate and distinct from Participant's
7 interest under the Plan. Accordingly, Alternate Payee shall be
8 treated as a participant under the plan for purposes of the
9 beneficiary designation provisions under Article V, Sections 3
10 and 4 of the Plan in the event that benefits to the Alternate
11 Payee have commenced and Alternate Payee dies before receiving
12 his or her entire interest under the Plan. If Alternate Payee
13 dies before benefits have commenced to Alternate Payee, then
14 neither Alternate Payee nor anyone claiming as Alternate Payee's
15 beneficiary shall have any right to any part of the entitlement
16 described in Paragraph 4(a), above, but the full amount of such
17 entitlement shall revert to Participant and shall be treated for
18 all purposes as part of the pension benefit to which Participant
19 is entitled under the Plan.

20 **[Second version of Paragraph 4(b) follows.**
21 **NOTE: Not available if Participant's monthly**
22 **pension is in pay status when the order is**
entered.]

23 (b) With respect to Alternate Payee's
24 entitlement under Paragraph 4(a) above, the amount thereof
25 shall be calculated on the basis of a single life annuity with
26 Participant's life as the measuring life and shall be paid to
27 Alternate Payee in actuarially adjusted amounts over Alternate
28 Payee's lifetime. Prior to Alternate Payee's Annuity Starting
Date, Alternate Payee may elect, in lieu of the form of

1 payment described in the preceding sentences of this Paragraph
2 4(b), another form of payment that is then permissible for
3 alternate payees under the Plan. Pursuant to this QDRO,
4 Alternate Payee shall be treated as having an interest under
5 the Plan separate and distinct from Participant's interest
6 under the Plan. Accordingly, Alternate Payee shall be treated
7 as a participant under the plan for purposes of the
8 beneficiary designation provisions under Sections 3 and 4 of
9 Article V of the Plan in the event that benefits to the
10 Alternate Payee have commenced and Alternate Payee dies before
11 receiving his or her entire interest under the Plan. If
12 Alternate Payee dies before benefits have commenced to
13 Alternate Payee, then neither Alternate Payee nor anyone
14 claiming as Alternate Payee's beneficiary shall have any right
15 to any part of the entitlement described in Paragraph 4(a),
16 above, but the full amount of such entitlement shall revert to
17 Participant and shall be treated for all purposes as part of
18 the pension benefit to which Participant is entitled under the
19 Plan.

20 **[NOTE: Alternatively, Paragraph 4(b) may**
21 **provide for any other form of benefit**
22 **permissible for Alternate Payees under the**
23 **Plan.]**

24 **[First version of Paragraph 4(c) follows.**
25 **NOTE: This provision is NOT applicable if**
26 **Participant's monthly pension is in pay**
27 **status when the order is entered by the**
28 **court.]**

26 (c) If Participant dies before payments have
27 commenced to Alternate Payee and Alternate Payee shall have
28 survived Participant, then, whether or not Participant is

1 survived by a Qualified Spouse (as defined in the Plan),
2 Alternate Payee shall receive an amount equal to one half
3 (1/2) of the Death Benefit (as defined below) multiplied by a
4 fraction, the numerator of which is the same as expressed in
5 Paragraph 4(a) above and the denominator of which is the total
6 number of Participant's Pension Credits at Participant's
7 death. The Death Benefit shall be the amount described in
8 Section 1(a) of Article V of the Plan if Participant dies
9 before attaining age 65 or the amount described in
10 Section 1(b) of Article V of the Plan if Participant dies
11 after attaining age 65. In either case the amount payable to
12 Alternate Payee shall be paid in a lump sum or in monthly
13 installments as Alternate Payee shall elect in accordance with
14 said sections of the Plan. Alternate Payee shall be treated
15 as a participant under the plan for purposes of the
16 beneficiary designation provisions under Sections 3 and 4 of
17 Article V of the Plan in the event that Alternate Payee
18 becomes entitled to the benefit described under this Paragraph
19 4(c) but dies before receiving the full amount of such
20 benefit. If Alternate Payee predeceases Participant, nothing
21 shall be payable under this Paragraph 4(c) to a beneficiary or
22 estate of Alternate Payee.

23 **[Second version of Paragraph 4(c) follows.**
24 **NOTE: This provision is NOT applicable if**
25 **Participant's monthly pension is in pay**
status when the order is entered by the
court.]

26 (c) If Participant dies before payments have
27 commenced to Alternate Payee and Alternate Payee shall have
28 survived Participant, then whether or not Participant is

1 survived by a Qualified Spouse (as defined in the Plan),
2 Alternate Payee shall receive an amount equal to one half
3 (1/2) of the amount payable to a Qualified Spouse under the
4 Husband-and-Wife Pension described in Section 4 of Article IV
5 of the Plan multiplied by a fraction, the numerator of which
6 is the same as expressed in Paragraph 4(a) above and the
7 denominator of which is the total number of Participant's
8 years of Pension Credit at Participant's death. If Alternate
9 Payee predeceases Participant, nothing shall be payable under
10 this Paragraph 4(c) to a beneficiary or estate of Alternate
11 Payee.

12 (d) If Participant's Annuity Starting Date is
13 prior to the date of this Order, Alternate Payee shall not be
14 entitled to elect a form of benefit distribution or measuring
15 life that is different from the form of distribution or
16 measuring life in effect with respect to Participant.
17 Moreover, in such a case, payments to Alternate Payee shall
18 commence on the first day of the calendar month next following
19 receipt by the Plan of a conformed copy of this Order.

20 (e) Alternate Payee waives any interest in the
21 Plan in excess of the portion of the benefit entitlement
22 described above, including future benefit accruals
23 attributable to service after Alternate Payee's Annuity
24 Starting Date or adjustments to the benefit formula accruing
25 after Alternate Payee's Annuity Starting Date. However,
26 Alternate Payee does not waive any interest as a contingent
27 annuitant, as a beneficiary under a beneficiary designation
28 signed by Participant on or after the date of this Order, or

1 as to any future benefits that may accrue on Alternate Payee's
2 behalf as a participant under the Plan.

3 (f) Notwithstanding any provision of this
4 Order to the contrary or any election made by Alternate Payee
5 regarding the form of benefit payments to Alternate Payee, if
6 the present value of Plan benefits awarded to Alternate Payee
7 by this Order is \$5,000 or less, the full amount of such
8 benefits shall be paid to Alternate Payee in a lump sum on the
9 date benefit payments to Alternate Payee otherwise would have
10 commenced.

11 5. Notwithstanding the provisions of Section 9 of
12 Article VIII of the Plan, payment of benefits to Alternate
13 Payee shall not be suspended by reason of Participant's
14 returning to covered employment after retiring.

15 **[Conditional Paragraph 6 follows.**
16 **NOTE: This provision should be used if,**
17 **and only if, Participant's monthly pension**
is NOT in pay status when this order is
entered by the court.]

18 6. At Alternate Payee's election, Alternate Payee
19 may commence receiving Alternate Payee's benefits under this
20 Order at the earliest time permissible under the Plan
21 consistent with the methods set forth in this Order. If the
22 date elected by Alternate Payee for benefits to commence to
23 Alternate Payee is prior to Participant's Annuity Starting
24 Date, then such date elected by Alternate Payee shall be
25 Alternate Payee's Annuity Starting Date. For this purpose,
26 the early retirement reduction factors used to determine
27 Participant's benefit at Alternate Payee's Annuity Starting
28 Date shall be those specified by Section 19 of Article VIII of

1 the Plan for an Alternate Payee electing to commence receiving
2 benefit payments prior to Participant's Annuity Starting Date.
3 Alternate Payee's Annuity Starting Date shall in no event be
4 earlier than the earliest time permissible under the Plan for
5 Participant's benefits to commence, nor shall it be later than
6 Participant's Annuity Starting Date.

7 7. Participant and Alternate Payee shall be
8 separately responsible for income taxes attributable to the
9 payments received by each of them under the Plan.

10 8. In the event the Plan Administrator
11 inadvertently or otherwise (a) pays to the Alternate Payee or
12 the Alternate Payee's survivor or beneficiary(ies) any
13 benefits that are payable to the Participant or the
14 Participant's survivor or beneficiary(ies), or (b) pays to the
15 Participant or the Participant's survivor or beneficiary(ies)
16 any benefits that are payable to the Alternate Payee or the
17 Alternate Payee's survivor or beneficiary(ies), the party
18 wrongly receiving the payment (the "Mistaken Recipient") shall
19 be deemed a constructive trustee of said amounts for the
20 benefit of the party who should have received the payment (the
21 "Rightful Recipient"). The Mistaken Recipient shall pay such
22 amounts to the Rightful Recipient within thirty (30) days
23 after receipt of such amounts, and to the extent such payment
24 is made, the Plan and the Plan Administrator shall be relieved
25 of all liability and obligation with respect to such amounts.

26 9. This Order is intended to be a QDRO made
27 pursuant to the Act, has been determined to be a QDRO by the
28 signature of the Plan Administrator below, and its provisions

1 shall be administered and interpreted in conformity with the
2 Act. If the Act is amended or the law regarding QDROs is
3 otherwise changed or modified, then the parties hereto shall
4 immediately take such steps as necessary to amend this QDRO to
5 comply with any such changes, amendments. or modifications to
6 the Act or laws regarding QDROs.

7 10. The Court retains jurisdiction over this matter
8 to amend this Order in order to establish and/or maintain its
9 qualifications as a QDRO under the Act.

10 DATED: _____
11 _____
12 Petitioner

12 DATED: _____
13 _____
14 Respondent

14 THE CLERK IS ORDERED TO ENTER THIS JUDGMENT

15 DATE: _____
16 _____
17 Judge of the Superior Court

18 **APPROVED AS TO FORM AND CONTENT:**

19 _____
20 Attorney for Petitioner

21 _____
22 Attorney for Respondent

23 **APPROVED AS TO FORM:**

24 _____
25 Plan Administrator