

SUPERIOR COURT OF THE STATE OF \_\_\_\_\_

IN AND FOR THE COUNTY OF \_\_\_\_\_

In re the Marriage of:	)	Case No. _____
_____	)	
	)	STIPULATED QUALIFIED DOMESTIC
	)	RELATIONS ORDER REGARDING
Petitioner,	)	CALIFORNIA AND VICINITY FIELD
	)	IRON WORKERS ANNUITY TRUST
and	)	FUND
_____	)	
	)	
Respondent.	)	
_____	)	
	)	
CALIFORNIA AND VICINITY	)	
FIELD IRON WORKERS	)	
ANNUITY TRUST FUND	)	
	)	
Claimant.	)	
_____	)	

Pursuant to the Judgment of Dissolution of Marriage entered herein on \_\_\_\_\_  
and with the agreement of the parties as to the provisions in this Order,  
IT IS HEREBY ORDERED as follows:

1. The purpose of this Order is to dispose of the respective interests of \_\_\_\_\_  
(Participant) and \_\_\_\_\_ (Alternate Payee) in the community property portion of  
benefits payable to Participant by the CALIFORNIA AND VICINITY FIELD IRON WORKERS  
ANNUITY TRUST FUND (Annuity Plan). This Order is intended to be a Qualified Domestic Relations  
Order within the meaning of the Retirement Equity Act of 1984, as amended.

2. This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of \_\_\_\_\_.

3. The name, mailing address, phone number, Social Security number and date of birth of each party is:

(1) **Participant:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No.: Provided under Separate Cover

Date of Birth: Provided under Separate Cover

(2) **Alternate Payee:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Social Security No.: Provided under Separate Cover

Date of Birth: Provided under Separate Cover

The parties agree to notify the Annuity Plan of any change in address, name change and/or the death of the other party.

4. Alternate Payee is acknowledged to have an ownership interest in the benefits payable to Participant by the Annuity Plan equal to one-half the Community Benefit. Or in the alternative, Alternate Payee is assigned the fixed dollar amount of \$\_\_\_\_\_. **[Note: Only complete if awarding a fixed dollar amount. Otherwise, leave blank.]**

5. The Community Benefit is the portion of the benefit payable by the Annuity Plan which is attributable to Participant's employment during the marriage. For purposes of calculating the Community Benefit, the period of the marriage is the period from \_\_\_\_\_ to \_\_\_\_\_.

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 that month.
- d. If the separation occurred after the 15th of a month, the parties will be considered married for the entire month.

6. The Community Benefit under the Annuity Plan shall consist of all employer contributions earned by the Participant during the marriage, plus net investment earnings credited to Participant's benefit account under the terms of the Annuity Plan. Pursuant to this Order, Alternate Payee shall be entitled to receive one-half the Community Benefit, plus a pro rata share of net investment income for the period from the date his or her share is determined until the date payment is made. Or in the alternative, Alternate Payee is assigned the fixed dollar amount of \$\_\_\_\_\_, plus a pro rata share of net investment income for the period from the date his or her share is determined until the date payment is made. **[Note: Only complete if receiving a fixed dollar amount. Otherwise leave blank.]**

7. Provided the Annuity Plan determines that this Order is a Qualified Domestic Relations Order, the Annuity Plan shall establish a separate benefit account in the name of Alternate Payee. The Annuity Plan will withdraw the Alternate Payee's interest from each mutual fund in the same respective proportions as Participant's Individual Account is invested in such vehicles. Alternate Payee's interest in Participant's account shall be transferred to the new account. Until the Alternate Payee directs otherwise, the Alternate Payee's Individual Account will, simultaneous with its establishment, be invested in the Annuity Plan's specified Target Date Fund. Following such transfer Alternate Payee shall receive the same reports and statements and shall have the same rights with respect to his/her benefit account as do other participants under the terms of the Annuity Plan, except to the extent that such rights are limited by the terms of this Order.

8. Upon establishment of Alternate Payee's separate account as described in paragraph 7, Alternate Payee shall have total control over such account to the extent allowed by the Annuity Plan, including the right to designate beneficiaries if allowed by the benefit option selected. Participant will have no interest in Alternate Payee's Account. Similarly, Participant shall have total control over his or her remaining interest in the Annuity Plan. Alternate Payee will have no interest in such remaining balance, including as a future beneficiary before or after Participant's death.

9. Nothing in this Order shall require the Annuity Plan to provide any type or form of benefit, or any option not otherwise provided by the Annuity Plan, or to pay any amount in excess of the benefits payable to Participant under the terms of the Annuity Plan, or require the payment of benefits to the Alternate Payee or other alternate payee which are already required to be paid to another spouse or alternate payee under a prior QDRO.

10. The Alternate Payee may elect at any time, after at least 30 days following the determination by the Annuity Plan that this Order is a QDRO, to receive Alternate Payee's share of the benefits payable by the Annuity Plan in any form permitted by the Annuity Plan at the time distribution is made, except a joint and survivor annuity. The Annuity Plan will provide a description of payment options upon the Alternate Payee's written request. The Alternate Payee must submit a written application before benefits will be distributed.

11. Inadvertent Payments. In the event that the Annuity Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately return such payments to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator shall issue an amended Form 1099 to the Participant so that he or she is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits. Notwithstanding the above, rather than requiring the Participant to return the inadvertent payments, the Plan Administrator may, in its sole discretion, recoup such payments on a prospective basis by reducing the Participant's benefit payments on a temporary basis until a full recovery is made.

Similarly, in the event that the Annuity Plan inadvertently pays to the Alternate Payee any benefits otherwise payable to the Participant, the Alternate Payee shall immediately return such payment to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator shall issue an amended Form 1099 to the Alternate Payee so that he or she is not liable for any income taxes associated with the Participant's benefit. Notwithstanding the above, rather than requiring the Alternate Payee to return the inadvertent payments, the Plan Administrator may, in its sole discretion, recoup such payments on a prospective basis by reducing the Alternate Payee's benefit payments on a temporary basis until a full recovery is made.

12. Remarriage. The remarriage of either party shall not affect the disposition of benefits provided herein.

13. No Prior Order. The parties certify that there is no prior court order that disposes of the benefits described herein.

14. Amendment. The Court retains jurisdiction over this matter to amend this Order as necessary.

15. Copy of Order to Plans. Counsel for the petitioner shall furnish the Plan with a copy of the Order file-endorsed by the Court Clerk approved by the Court, within 30 days of approval of this Order.

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Attorney for Participant

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Attorney for Alternate Payee

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Participant

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
Alternate Payee

Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT