

**[Annuity Plan Letterhead]**

**TO: PARTICIPANT AND ALTERNATE PAYEE**

**SUBJECT: SAMPLE QUALIFIED DOMESTIC RELATIONS ORDER**

**This Sample QDRO is provided for the convenience of Participants, spouses or former spouses of Participants and their attorneys. There may be numerous ways to design a QDRO, and different methods for dividing a Participant's benefits that you may prefer and that are acceptable to the Plan. You or your attorney may modify the Sample or decide not to use it. The Plan makes no representation whether this Sample QDRO is appropriate for the parties involved in any particular dissolution. The Plan's sole interest is that any domestic relations Order issued with respect to the plan meet the requirements of a QDRO under federal law. The Plan will review any order you submit to determine if it is a QDRO. Accompanying this Sample are frequently asked questions (FAQ), which the Plan recommends you review.**

**TWO MODEL QDROs  
Dollar Model & Percentage Model**

**The Annuity Plan provides two different sample QDROs. They both divide the Participant's Individual Account between the Participant and Alternate Payee. In the Dollar Model, the parties specify the exact amount awarded to the former spouse, or Alternate Payee as of a specified date. The parties choose the amount and the date of the division. If you know the amount to be awarded to the Alternate Payee, you should use this version. You may request the Annuity Plan to provide you with the Account Balance of the Participant's Individual Account as of the date you specify.**

**In the Percentage Model, Alternate Payee is awarded a percentage interest in the Participant's Individual Account. It uses a formula that is typically used to calculate a former spouse's proportionate interest in the Participant's pension. You should use the Percentage Model QDRO if the parties have not agreed to the exact amount to be awarded to the Alternate Payee. The Percentage Model QDRO requires that you specify the account balances on the dates of marriage and separation. You may request the Annuity Plan to provide you with the Account Balance of the Participant's Individual Account as of the dates of Marriage and Separation or other dates you specify.**

**You may choose between these two sample QDRO's, or, of course, provide another version that satisfies the requirements of a QDRO under Federal Law.**

**The Annuity Plan's response to requests for information will be distributed to the Participant and the Alternate Payee or their legal counsel.**

# **FIXED DOLLAR MODEL QDRO**

## **INSTRUCTIONS –**

**In order to complete this order, you or your attorney must:**

- 1) complete the caption and follow any other rules your court may have about the appearance of the first page of this order;**
- 2) fill in the blanks in paragraphs 2 & 3;**
- 3) specify in paragraph 6 the Alternate Payee's Initial Account Balance;**
- 4) if you want to designate a successor alternate payee, please fill-out the Fund's beneficiary designation form which the Fund will send to you upon your request;**
- 5) if you want preliminary approval, please submit your draft order to the Fund Office for review;**
- 6) finally, submit the order to your court to obtain a judge's signature; and**
- 7) please mail the Fund Office the completed, court filed order with a judge's signature.**

**If you provide the Fund Office with an e-mail address, the Fund Office will e-mail you a digital version of this sample. The sample will allow you to fill in the blanks but it is password protected and cannot be edited in any other way. You may also download this Sample & FAQ.**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3. **Alternate Payee Information**

The Alternate Payee is \_\_\_\_\_.  
[Insert Name]

The Alternate Payee's Social Security No. is: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ and date of birth is \_\_\_\_\_, 19\_\_\_\_\_. If this Social Security number is inaccurate, the Annuity Plan may suspend benefits to the Alternate Payee until evidence of a valid Social Security number is furnished to the Annuity Plan.

The present address of the Alternate Payee is: \_\_\_\_\_.

4. The Participant and the Alternate Payee are ordered to advise the Annuity Plan, in writing, of any change of address, and of the death of the Participant or the Alternate Payee. In the absence of a written notice of change of address, the Participant and Alternate Payee may address all correspondence to the Annuity Plan as follows:

The Annuity Plan for the California and Vicinity  
Field Iron Workers Annuity Trust Fund  
131 N. El Molino Avenue, Suite 330  
Pasadena, California 91101

5. This Order is intended to be a qualified domestic relations order ("QDRO"), as that term is defined in section 206(d) of the Employee Retirement Income Security Act of 1974, as amended and section 414(p) of the Internal Revenue Code of 1986 as amended. This Order provides for the assignment to the Alternate Payee, on the terms described in this Order, of all or part of the Participant's Account Balance in the Annuity Plan.

**DIVISION OF COMMUNITY PROPERTY**

6. The value of Alternate Payee's community property interest in Participant's Individual Account as of \_\_\_\_\_ (Initial Account Date) is \$\_\_\_\_\_. This amount is the Alternate Payee's Initial Account Balance. The Annuity Fund is directed to establish an Individual Account in the name of the Alternate Payee as described below.



1 a) a roll-over of all or a portion of the Alternate Payee's Individual Account,  
2 b) a lump sum payment, or  
3 c) another distribution option available under the Annuity Plan (except that the Alternate  
4 Payee may not elect a Joint and Survivor Annuity with his/her subsequent spouse as the  
5 survivor).

6 The Annuity Plan will provide a description of payment options upon the Alternate Payee's  
7 written request. The Alternate Payee must submit a written application before benefits will be  
8 distributed.

9 10. In the event the Alternate Payee dies before distribution of his/her Individual  
10 Account, the Annuity Plan will pay the Alternate Payee's Individual Account balance to the  
11 beneficiary(ies) designated by the Alternate Payee, or, in the absence of such designation or  
12 failure of the designated beneficiaries to survive the Alternate Payee, in accordance with the  
13 Annuity Plan.

14  
15 **PRE-EXISTING QDRO**

16 11. In the event that there is a prior QDRO relating to the Participant's Individual  
17 Account under the Plan, nothing in this QDRO shall be interpreted as interfering with the rights  
18 of the prior alternate payee under the prior QDRO. In addition, all references to the Participant's  
19 Individual Account in this Order shall mean the Participant's Individual Account under the Plan  
20 net of any amounts assigned to the prior alternate payee under the prior QDRO.

21  
22 **PARTICIPANT'S SEPARATE PROPERTY**

23 12. Any benefits under the Plan not expressly awarded to the Alternate Payee in this  
24 Order are the Participant's separate property.

25  
26 **MISCELLANEOUS PROVISIONS**

27 13. Nothing in this court Order shall be deemed to modify or waive any of the  
28 provisions of the Plan.

1           14.     The Annuity Plan is not obligated to pay any sums which may exceed its total  
2 obligation to the Participant under the Annuity Plan if there were no QDRO.

3           15.     In the event that the Plan is terminated in whole or in part, the interests of the  
4 Participant, the Alternate Payee and each beneficiary shall be disposed of in such manner as  
5 required by the Plan, by federal law, and to the extent consistent with proportionate interests of  
6 the Participant and Alternate Payee in this Order.

7           16.     California Family Code § 2073 notwithstanding, Participant and Alternate Payee  
8 hereby stipulate that the Annuity Plan will have 90 days after the date it receives this Order to  
9 respond pursuant to § 2073 and hereby waive any claim he, she or they may have arising from  
10 the Plan's failure to respond within 30 days of service of the Order.

11          17.     The Court retains jurisdiction to make such further order as are appropriate to  
12 enforce or clarify the provisions of this Order.

13          18.     The Alternate Payee and the Participant shall hold the Annuity Plan, its trustees  
14 and agents and Ironworkers Employee Benefit Corporation, its directors, employees and agents  
15 harmless from any claims, liabilities, or costs, which arise from following this QDRO, including  
16 all reasonable attorneys fees which may be incurred in connection with any claims which are  
17 asserted because the Annuity Plan honors this QDRO.

18          19.     The Annuity Plan, its trustees and agents and the Ironworkers Employee Benefit  
19 Corporation, its directors, employees and agents shall not be responsible for any attorneys fees  
20 incurred by the Participant or the Alternate Payee in connection with obtaining or enforcing this  
21 QDRO.

22

23 IT IS SO STIPULATED.

24 Dated: \_\_\_\_\_

\_\_\_\_\_  
PETITIONER

25

26 Dated: \_\_\_\_\_

\_\_\_\_\_  
RESPONDENT

27

28

1 IT IS SO ORDERED.

2 Dated: \_\_\_\_\_

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

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28