

[Annuity Fund 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 (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.

PERCENTAGE 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 dates of marriage and separation and the respective account balances for the date of marriage, or, if later, following the date the Participant became a Participant and the date of separation, or other dates you specify. You must write the Fund Office to find out the Account Balances;**
- 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 or modified in any other way. You may also download this Sample & FAQ.

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF _____

In Re the Marriage of:) CASE NO. _____
)
Petitioner: _____) STIPULATED QUALIFIED DOMESTIC
) RELATIONS ORDER REGARDING
and) CALIFORNIA AND VICINITY IRON
) WORKERS ANNUITY TRUST FUND
Respondent: _____)
)
_____)

NAMES AND ADDRESSES OF PARTIES

1. **Annuity Plan**

The Annuity Plan for the California and Vicinity Field Iron Workers Annuity Trust Fund is referred to in this Order as the "Annuity Plan."

2. **Participant Information**

The Participant is _____.

[Insert Name]

The Participant's Social Security No. is: _____ - _____ - _____ and date of birth is

_____, 19____.

The present address of the Participant is: _____

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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, all or part of the Participant's Individual Account in the Annuity Plan.

DIVISION OF COMMUNITY PROPERTY

6. The Alternate Payee has a community property interest in Participant's Individual Account. The Alternate Payee and the Participant were married on _____, 19/20 _____ and separated on _____, 20_____. The Participant's Individual Account balance on the date of Marriage or, if later, following the date the Participant became a Participant, was _____ and on the Date of Separation was _____. The Annuity Fund is ordered to multiply the positive difference between these two amounts of 50%,

1 which product equals the Alternate Payee's Initial Account Balance. The Annuity Fund is
2 directed to establish an Individual Account in the name of the Alternate Payee as described
3 below, unless the difference is negative, i.e. there was a loss between date of marriage and date
4 of separation, in which case, an Individual Account in the name of the Alternate Payee will not
5 be established.

6 7. Following the Annuity Fund's determination that this order is a QDRO, the
7 Annuity Fund is ordered to establish an Individual Account in the name of the Alternate Payee
8 and to transfer the Initial Account Balance to the Alternate Payee's Individual Account as
9 provided below. The Annuity Fund is directed to multiply the Initial Account Balance by the
10 Individual Account's investment earnings rate and administrative expense ratio as of each
11 subsequent Valuation Date, through and until the Adjustment Date, and adding this amount to
12 the Alternate Payee's Individual Account and subtracting this amount from the Participant's
13 Individual Account. The Adjustment Date is the business day before the transfer of assets from
14 the Participant's Individual Account to the Alternate Payee's Individual Account. Contributions
15 received on the Participant's behalf after the Initial Account Date and earnings thereon are not to
16 be allocated to the Alternate Payee. The Initial Account Balance, as adjusted, will be transferred
17 from the Participant's Individual Account to the Alternate Payee's Individual Account on the
18 next business day following the Adjustment Date. Effective the day after the Adjustment Date,
19 the Alternate Payee's Individual Account Balance shares in investment gains and losses and
20 administrative expenses in accordance with the Annuity Plan.

21 8. The Annuity Fund will withdraw the Alternate Payee's interest from each mutual
22 fund in the same respective proportions as Participant's Individual Account is invested in such
23 vehicles on the Adjustment Date. The Alternate Payee has the same right to elect mutual funds
24 for Alternate Payee's Individual Account as the Participant has under the Annuity Plan and the
25 Annuity Plan will provide the Alternate Payee with the same explanatory investment materials
26 that it provides to Participants. Until the Alternate Payee directs otherwise, the Alternate Payee's
27 Individual Account will simultaneous with its establishment be invested in the Annuity Plan's
28 specified Target Date Fund.

1 **WHEN BENEFITS ARE PAYABLE**

2 **FORM OF BENEFITS PAYABLE**

3 9. The Alternate Payee may elect any time, after at least 30 days following the
4 determination by the Annuity Fund that this Order is a QDRO, to receive a distribution from the
5 Alternate Payee's Individual Account in any form available under the Annuity Plan, including:

- 6 a) a roll-over of all or a portion of the Alternate Payee's Individual Account,
- 7 b) a lump sum payment, or
- 8 c) another distribution option available under the Annuity Plan (except that the Alternate

9 Payee may not elect a Joint and Survivor Annuity with his/her subsequent spouse as the
10 survivor).

11 The Annuity Fund will provide a description of payment options upon the Alternate Payee's
12 written request. The Alternate Payee must submit a written application before benefits will be
13 distributed.

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

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20 **PRE-EXISTING QDRO**

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

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PARTICIPANT’S SEPARATE PROPERTY

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

1 IT IS SO STIPULATED.

2 Dated: _____

PETITIONER

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4 Dated: _____

RESPONDENT

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6 IT IS SO ORDERED.

7 Dated: _____

JUDGE OF THE SUPERIOR COURT

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