

SAMPLE TERMS OF A QUALIFIED DOMESTIC RELATIONS ORDER
FOR THE CALIFORNIA IRONWORKERS FIELD PENSION TRUST

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.

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 1, 3 & 4;**
- 3) specify in paragraph 6 the dates of marriage and separation and the years of Pension Credit earned during the marriage. You must write the Fund Office to find out the years of Pension Credit earned during your marriage, which is calculated as follows: Pension Credit is not the same as the number of years, months and days of employment during the marriage. Pension Credit is recorded by the month and not daily. Pension Credit will be recognized for the month of the marriage if the marriage occurred before the 16th of the month; no Pension Credit for the month is counted if the marriage occurred after the 15th of the month. Pension Credits will be recognized for the month of the separation if the separation occurred after the 15th of the month. No Pension Credit for the month is counted if the separation occurred before the 16th of the month;**
- 4) designate a successor alternate payee, if appropriate, in paragraph 15;**
- 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 from the Fund's website.

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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 IRONWORKERS FIELD
) PENSION TRUST
Respondent: _____)
)
_____)

NAMES AND ADDRESSES OF PARTIES

1. This Order provides for the division and disposition of all or part of the benefits due to _____ (the "Participant") (i.e. employee-spouse) under the pension plan (the "Plan") of the California Ironworkers Field Pension Trust ("Fund") and grants _____ (the "Alternate Payee) (i.e. nonemployee-spouse) rights in such benefits as set forth in this Order.

2. Pension Plan

The Participant has earned pension credits under the Plan, which may entitle the Participant to a monthly pension.

3. Participant

The Participant's Social Security No. is: _____ - _____ - _____ and date of birth is _____, 19____.

1 The present address of the Participant is: _____
2 _____.

3 4. Alternate Payee

4 The Alternate Payee's Social Security No. is _____ - _____ - _____ and date of birth is
5 _____, 19____. If this Social Security number is inaccurate, the Fund may
6 suspend benefits to the Alternate Payee until evidence of a valid Social Security number is
7 furnished to the Fund.

8 The present address of the Alternate Payee is: _____
9 _____.

10 5. The Participant and the Alternate Payee are ordered to advise the Fund, in writing,
11 of any change of address, and of the death of the Participant or the Alternate Payee. In the
12 absence of written notice of change of address, the parties may address all correspondence to the
13 Fund as follows:

14 California Ironworkers Field Pension Trust
15 131 N. El Molino Avenue, Suite 330,
16 Pasadena, California 91101.

17
18 **DIVISION OF COMMUNITY PROPERTY**

19 6. The Alternate Payee and the Participant were married on _____,
20 19/20_____, separated on _____, 19/20_____. During this time the Participant accrued
21 _____ years of "Pension Credit."

22 7. The Alternate Payee has a community property interest in Participant's pension
23 equal to: one-half (1/2) of a fraction, the numerator of which is the Participant's Pension Credit
24 earned under the Plan from the date of marriage until the date of separation (as specified in ¶ 6
25 above) and the denominator of which is the Participant's total years of Pension Credit under the
26 Plan on the earlier of either: a) the date the Participant commences receiving retirement benefits
27 or b) the date the Alternate Payee commences, subject to ¶ 9 below, receiving his/her share of the
28 Participant's pension. Stated as a formula, and hereafter called "Alternate Payee's Fractional

1 Interest,” the Alternate Payee’s Community Property interest is as follows:

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$$\frac{1}{2} \times \frac{[\text{(Years of Pension Credit accrued during marriage)}]}{[\text{(Total years of Pension Credit accrued at earlier of (7(a) or 7(b) above)}]} = \text{Alternate Payee's Fractional Interest}$$

8. The Fund is Ordered to pay Alternate Payee a monthly amount determined by multiplying the Alternate Payee’s Fractional Interest times the benefit amount that would be payable to Participant at the earlier of either: a) the date when the Alternate Payee elects to receive his/her share in accordance with paragraph 9, or b) Participant’s Annuity Starting Date. If the Alternate Payee elects to receive his or her share before the Participant retires, the Alternate Payee’s share will be actuarially reduced by the amount of any early retirement subsidy. (See paragraph 13 on subsidized pensions). In addition, subject to paragraph 25 below, in the event the Participant is retired and receiving a pension under the Level Income Option, “benefit payable” means the monthly amount payable under that option to the Participant.

WHEN BENEFITS ARE PAYABLE

9. Except as provided in paragraph 25 below, payment of pension benefits to the Alternate Payee shall begin on the earliest of:

- (1) the date the Participant retires and begins receiving pension benefits – (the Participant’s Annuity Starting Date);
- (2) the first of the month on or after the date the Participant satisfies all Plan requirements for early retirement, but has not retired and after Alternate Payee submits a written application to the Fund for commencement of his/her share of the pension pursuant to this Order; or
- (3) when a pre-retirement death benefit is payable following the death of the Participant.

1 The Alternate Payee must submit a written application for all such distributions.

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TYPES OF PAYMENT TO ALTERNATE PAYEE

PAYMENTS THAT EITHER BEGIN BEFORE THE FIRST PAYMENT TO THE PARTICIPANT OR AT THE SAME TIME AS THE PAYMENT TO THE PARTICIPANT

10. In the event Alternate Payee applies for his or her share of Participant’s pension before the first pension payment is made to the Participant, or the Alternate Payee’s and the Participant’s first payments are on the same date, the Fund shall pay Alternate Payee a single life pension with 36 month guarantee based upon the Alternate Payee’s life expectancy.

PAYMENTS THAT BEGIN AFTER PAYMENTS TO THE PARTICIPANT HAVE ALREADY COMMENCED

11. In the event payments commence to the Alternate Payee after the Participant’s Annuity Starting Date and the Fund’s receipt of this Order, the Fund shall pay the Alternate Payee his/her share of the pension in the form of benefit selected by the parties at Participant’s retirement. In the event the Participant is receiving a pension in the form of a joint and survivor annuity also known as a “Husband and Wife Pension”, the Alternate Payee is hereby designated the Participant’s surviving spouse for purposes of the receipt of any post-retirement survivor annuities payable under the Plan. In the event the Participant elected to receive his/her share in the form of a single life pension with 36 month guarantee, the payment of the Alternate Payee’s share shall cease upon the later of the death of the Participant or 36 months following the Participant’s Annuity Starting Date.

1 **PAYMENTS THAT BEGIN AFTER PARTICIPANT'S DEATH BUT BEFORE ANY**
2 **PAYMENT IS MADE TO THE PARTICIPANT**

3 12. The Alternate Payee, to the extent of his/her Fractional Interest, is hereby
4 designated the Participant's surviving spouse for purposes of the receipt of his/her share of any
5 pre-retirement survivor annuity or lump sum payable under the Plan. In the event the Participant
6 dies before his/her retirement and before the Alternate Payee's Annuity Starting Date (generally
7 the date the first payment is due to the Alternate Payee), the Fund shall pay Alternate Payee a
8 pre-retirement survivor annuity or lump sum, if elected, based upon his/her Fractional Interest
9 (calculated in accordance with paragraph 7 above).

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11 **SUBSIDIZED PAYMENTS**

12 **EARLY RETIREMENT & SERVICE PENSIONS**

13 13. The Plan will pay the Alternate Payee his or her Fractional Interest of any early
14 retirement subsidy that is paid to the Participant at retirement. The Alternate Payee is entitled to
15 his or her Fractional Interest of any early retirement subsidy, including the subsidized portion of
16 Service Pensions, provided to the Participant on the date the Participant commences benefits,
17 but not before. If the Alternate Payee commences receiving benefits on an unsubsidized basis
18 before the Participant retires with a subsidized benefit, then the amounts payable to the Alternate
19 Payee will be increased when the Participant retires with a subsidized benefit in accordance with
20 the Plan's actuarial principles in order to provide the Alternate Payee with his or her Fractional
21 Interest of the subsidy.

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23 **DISABILITY PENSION**

24 14. The Alternate Payee is not entitled to any portion of a Disability Pension that
25 begins prior to the youngest age at which the Participant would be entitled to an early retirement
26 benefit (generally age 45). However, and subject to paragraph 13, the Alternate Payee is entitled
27 to his/her Fractional Interest of the early retirement benefit to which the Participant would be
28 entitled in the absence of a Disability Pension. In the event the Participant retires with a

1 Disability Pension, the Pension Fund will pay the Alternate Payee a monthly benefit calculated
2 by multiplying the Alternate Payee's fractional interest times the early retirement benefit that
3 would be payable to the Participant at the Alternate Payee's Annuity Starting Date. The monthly
4 amount payable to the Alternate Payee will not change if the Participant no longer qualifies for a
5 Disability Pension.

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7 **ALTERNATE PAYEE'S BENEFICIARY ELECTION**
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9 **IF BENEFITS ARE PAID AS A HUSBAND and WIFE PENSION**

10 15. If, upon the participant's retirement, the couple elected the Husband and Wife
11 pension and the Alternate Payee is receiving his or her Fractional Interest in accordance with
12 paragraph 11 above, and the Alternate Payee predeceases the Participant, the Successor Alternate
13 Payee named below shall receive all benefits assigned to the Alternate Payee in this Order. The
14 Successor Alternate Payee is _____
[insert name and address]

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16 The Alternate Payee must keep the Plan informed of the Successor Alternate Payee's current
17 address. The Successor named above is an Alternate Payee under this Order and qualifies as such
18 pursuant to Section 1056(d)(3)(K) of Title 29 of the United States Code as the "spouse, former
19 spouse, child or other dependent of the Participant." The Successor must submit proof
20 satisfactory to the Fund of her/his status as an Alternate Payee.

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22 **36 MONTH GUARANTEE PAYABLE AFTER RETIREMENT**

23 16. If the Alternate Payee is receiving a single life pension based upon the
24 Participant's life with 36 month guarantee in accordance with paragraph 11 above, the Alternate
25 Payee may designate beneficiaries to receive his/her Fractional Interest if the Alternate Payee
26 dies before the Participant by completing the Fund's beneficiary designation form. The
27 designated beneficiar(ies) will only receive up to 36 payments if the Alternate Payee predeceases
28 the Participant and the Participant also dies before the Participant's receipt of 36 monthly

1 payments. In the event the Alternate Payee fails to designate a beneficiary, the guaranteed
2 amounts payable to the Alternate Payee will revert first to the Participant and upon his or her
3 death to his/her surviving beneficiaries, if any payments are due.
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5 **36 MONTH GUARANTEE PAYABLE ON ALTERNATE PAYEE'S LIFE**

6 17. If the Alternate Payee is receiving a single life pension with 36 month guarantee
7 payable in accordance with paragraph 10 above, the Alternate Payee may designate beneficiaries
8 to receive his/her share of the 36 guaranteed payments if the Alternate Payee dies before receipt
9 of the 36 payments by completing the Fund's beneficiary designation form. In the event the
10 Alternate Payee fails to designate a beneficiary, the guaranteed amounts payable to the Alternate
11 Payee will be paid to his or her beneficiaries in accordance with Article V, section 3 of the Plan.
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13 **PRE-EXISTING QDRO**

14 18. Nothing in this Order will be construed to require the Pension Fund to pay any
15 benefits to the Alternate Payee or Successor Alternate Payee[s] that are required to be paid to
16 another alternate payee under another order previously determined by the Pension Fund to be a
17 Qualified Domestic Relations Order.
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19 **PARTICIPANT'S SEPARATE PROPERTY**

20 19. Any benefits under the Pension Plan not expressly awarded to the Alternate Payee
21 pursuant to this Order, are the Participant's separate property.
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23 **MISCELLANEOUS PROVISIONS**

24 20. Nothing in this court Order shall be deemed to modify or waive any of the
25 provisions of the Plan. If payments are made pursuant to paragraph 11 above, the Fund shall
26 retain its rights pursuant to the terms of the Plan to suspend payments to the Participant and the
27 Alternate Payee if the Participant works in Suspendable Employment. If such suspension occurs,
28 the Participant or the Alternate Payee may contest such suspensions through the Fund's

1 administrative remedies and may assert all other rights and remedies they have under the Plan.
2 If payments are made to the Alternate Payee pursuant to paragraph 10, such payments are not
3 suspendable.

4 21. If the Participant applies for a pension benefit, and the Alternate Payee is not
5 already receiving his/her share of the pension, the Fund shall send written notice of the
6 Participant's application by first class mail to the Alternate Payee's last address on file with the
7 Fund. If the Alternate Payee does not respond to such notice within 60 days of the postmark date
8 of such notice, the Fund shall, where applicable, send written notice by first class mail to the
9 successor Alternate Payee's last address on file with the Fund. If the successor Alternate Payee,
10 including the Alternate Payee's designated beneficiar(ies) pursuant to paragraphs 15, 16 & 17,
11 does not respond to such notice within 60 days of the postmark date of such notice or if no
12 successor Alternate Payee has been designated, the Fund shall pay the entire pension benefit to
13 the Participant. In the event the aforementioned notices are returned by the U.S. Post Office
14 without address correction, the Fund has no duty to locate, or attempt to locate, the Alternate
15 Payee or the successor, if any. If the Alternate Payee or successor notifies the Fund after the 60-
16 day period, the Fund shall abide by the provisions of this Order as to any subsequent benefit
17 payments but the Fund is not liable for payments due any earlier than the first of the month
18 following 30 days from actual receipt of the Alternate Payee's or successor's written application
19 for his or her share of payments due under this Order.

20 22. The Fund is not obligated to pay any sums which may exceed its total obligation
21 to the Participant under the Plan.

22 23. In the event that the Plan is terminated in whole or in part or becomes subject to
23 the jurisdiction of the Pension Benefit Guaranty Corporation or other federal agency, the
24 interests of the Participant, the alternate Payee and each beneficiary shall be disposed of in such
25 manner as required by the Plan, by federal law, and to the extent consistent with proportionate
26 interests of the Participant and Alternate Payee pursuant to paragraph 7 above.

27 24. California Family Code § 2073 notwithstanding, participant and Alternate Payee
28 hereby stipulate that the Fund shall have 90 days after the date it receives this Order to respond

1 pursuant to § 2073 and hereby waive any claim he, she or they may have arising from the Fund's
2 failure to respond within 30 days of service of the Order.

3 25. In the event this Order is received by the Fund after commencement of payment
4 of benefits to the Participant, the Fund will pay Alternate Payee's share only with respect to
5 benefits paid or payable on and after the first of the month following 30 days from actual receipt
6 of this Order. The Alternate Payee hereby waives and releases the Fund from any claim he/she
7 may have for benefits paid prior to the first payment required to be paid to the Alternate Payee
8 pursuant to the preceding sentence.

9 26. The Court retains jurisdiction to make such further Orders as are appropriate to
10 enforce or clarify the provisions of this Order.

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

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

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21 IT IS SO STIPULATED.

22 Dated: _____

PETITIONER

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24 Dated: _____

RESPONDENT

25

26 IT IS SO ORDERED.

27 Dated: _____

JUDGE OF THE SUPERIOR COURT

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