

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

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

In re the Marriage of:

\_\_\_\_\_

Petitioner,

and

\_\_\_\_\_

Respondent.

CALIFORNIA IRONWORKERS  
FIELD PENSION TRUST

Claimant.

\_\_\_\_\_

) Case No. \_\_\_\_\_

)  
)  
) STIPULATED QUALIFIED DOMESTIC  
) RELATIONS ORDER REGARDING  
) CALIFORNIA IRONWORKERS FIELD  
) PENSION TRUST

) 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 IRONWORKERS FIELD PENSION TRUST  
) (Pension 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 Pension 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 Pension Plan equal to one-half the Community Benefit.

5. The Community Benefit is the portion of the benefit payable by the Pension 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 Pension Plan shall be calculated by multiplying the total benefit payable to Participant by a fraction. The numerator of the fraction is the number of benefit credits earned by Participant during the marriage. The denominator is the total number of benefit credits earned by Participant. This calculation shall be performed as of the date when benefit payments to the Alternate Payee are to begin, in accordance with the terms of the Pension Plan in effect at that time. Such payments shall be determined by taking into account only benefits actually accrued and not taking into account any subsidy for early retirement, unless Participant has retired and is currently receiving a subsidy.

7. Benefits not allocated to Alternate Payee pursuant to this Order are the separate property of Participant and are subject to Participant's disposition in accordance with the terms of the Pension Plan.

8. Alternate Payee's share shall not include amounts paid to Participant on account of

disability, except to the extent that such benefits would have been payable to Participant as retirement benefits based on longevity. The Court shall reserve jurisdiction in the event of a dispute as to the characterization of any payment which is based on the disability of Participant.

9. Alternate Payee shall be entitled to receive Alternate Payee's share of the benefits payable by the Pension Plan in any form permitted by the Pension Plan at the time distribution is made, except a joint and survivor annuity.

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 Pension Plan shall pay Alternate Payee a single life pension with 36-month guarantee based upon the Alternate Payee's life expectancy.

11. In the event the Participant retires and begins receiving payment of pension benefits from the Pension Plan prior to the entry of this Order, Alternate Payee shall receive payment of his or her share as defined in Paragraph 4, subject to the terms of the pension awarded to Participant and only so long as benefits are payable under that pension.

12. Nothing in this Order shall require the Pension Plan to provide any type or form of benefit, or any option not otherwise provided by the Pension Plan, or to pay any amount in excess of the benefits payable to Participant under the terms of the Pension 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.

13. Alternate Payee shall be entitled to begin receiving payments pursuant to this Order at any time on or after the earliest date on which Participant would be eligible for a distribution under the terms of the Plan, subject to the completion by Alternate Payee of an application for benefits in the form and manner required by the Plan.

14. In the event of Alternate Payee's death before receiving any benefits from the Pension

Plan pursuant to this Order, Alternate Payee's rights to Pension Plan benefits under this Order are terminated. Subsequent benefit payments by the Pension Plan to Participant shall be made as if this Order did not exist.

15. In the event of Participant's death prior to the earlier of (1) Participant's retirement and (2) the commencement of payments by the Pension Plan to Alternate Payee pursuant to this order, Alternate Payee shall be entitled to receive one-half the community property portion of the qualified preretirement survivor annuity payable by that Plan. To the extent necessary to allow payment of this benefit, Alternate Payee shall be deemed to be the surviving spouse of Participant.

16. Inadvertent Payments. In the event that the Pension 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/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 Pension 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/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.

17. In the event that the Plan is terminated in whole or in part or becomes subject to the jurisdiction of the Pension Benefit Guaranty Corporation or other federal agency, the interests of the Participant and the Alternate Payee shall be disposed of in such manner as required by the Pension Plan, by federal law, and to the extent consistent with the proportionate interests of the Participant and Alternate Payee under this Order.

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

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

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

21. 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