



Re: Model Qualified Domestic Relations Order

Attached you will find a sample Qualified Domestic Relations Order (QDRO) which is not a “fill-in” form but a document that includes the necessary elements with respect to the Pension, Annuity or 401(k) Funds and satisfies federal law. We suggest you provide this document to your attorney or legal aid service or, you may prepare the QDRO yourself.

Please be aware that no benefits will be paid by the Retirement Trust Funds until the following are steps are complete:

1. The Domestic Relations Order has been filed with and entered by the Court; AND,
2. The order has been received by the Fund; AND,
3. The Plan Administrator has determined the order is a Qualified Domestic Relations Order.

The Fund Office also needs your final Judgment of Dissolution of Marriage and Marital Settlement Agreement. Please send the documents to the Fund Office if you have not already done so.

In providing the enclosed model QDRO, neither the Fund(s) nor its agents or attorneys do so as your representative, agent or attorney. Your attorney should be contacted regarding your legal rights, interest and obligations in this matter. If you or your attorney choose to draft your own order, it is recommended the order incorporate the required provisions contained in the enclosed model.

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Very truly yours,
Benefits Department
opeiu 29 afl-cio (125)

1 Name, address, tel.

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3 Attorney for

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5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
6 **COUNTY OF _____**

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8 In re to the Marriage of:)

9 Plaintiff:)

10 and)

11 Respondent:)
12)
13)
14)

) Case No.:
) **STIPULATION AND ORDER RE**
) **DIVISION OF CARPENTER TRUST**
) **FUND FOR NORTHERN CALIFORNIA**
) **401(K) PLAN**

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16 Petitioner _____ and Respondent _____ hereby stipulate as follows:

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18 **1. Effect of This Order as a Qualified Domestic Relations Order:** This Order
19 Creates and recognizes the existence of an Alternate Payee’s right to receive a portion of the
20 Participant’s benefits payable under an employer sponsored defined contribution plan which is
21 qualified under Section 401 of the Internal Revenue Code (the “Code”) and the Employee
22 Retirement Income Security Act of 1974 (“ERISA”) and Section 414(p) of the Code. It is
23 intended to constitute a Qualified Domestic Relations Order (“QDRO”) under ERISA and
24 Section 414(p) of the Code.
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1 **2. Participant Information:** The name, last known address, Social Security number
2 and date of birth of the plan "Participant" is:

3 Name: _____

4 Address: _____

5 Social Security No. (will be provided under a separate cover)

6 Birth Date: (will be provided under a separate cover)

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8 **3. Alternate Payee Information:** The name, last known address, Social Security
9 number and date of birth of the "Alternate Payee" is:

10 Name: _____

11 Address: _____

12 Social Security No. (will be provided under a separate cover)

13 Birth Date: (will be provided under a separate cover)

14 The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any
15 changes in her mailing address subsequent to the entry of this Order.

16 **4. Plan Name:** The name of the Plan to which this Order applies is the **NORTHERN**
17 **CALIFORNIA CARPENTERS 401(K) PLAN** (hereinafter referred to as "Plan"). Further, any
18 successor Plan to the Plan or any other Plan(s) to which liability for provision of the Participant's
19 benefits described below is incurred, shall also be subject to the terms of this Order. Also, any
20 benefits accrued any the Participant under a predecessor plan of the employer or any other
21 defined contribution plan sponsored by the Participant's employer, whereby liability for benefits
22 accrued under such predecessor plan or other defined contribution plan has been transferred to
23 the Plan, shall also be subject to the terms of this Order. Any changes in the Plan Administrator,
24 Plan Sponsor or Name of the Plan shall not affect Alternate Payee's rights as stipulated under
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1 this Order.

2 **5. Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the
3 authority granted in the applicable Domestic Relations Laws of the State of California.

4 **6. For Provisions of Marital Property Rights:** This Order relates to the provision of
5 marital property rights and/or spousal support to the Alternate Payee as a result of the
6 Judgment of Dissolution of Marriage between Participant and Alternate Payee.

7 **7. Amount of Alternate Payee's Benefit:** Amount of Assignment: This Order assigns
8 to Alternate Payee a portion of Participant's Total Account Balance under the Plan in an
9 amount equal to _____ (\$00.000.00) as of (the "Assignment Date"), or the closest
10 valuation date thereto.

11 **Investment Earnings:** The Alternate Payee's assigned share of the benefits as set forth
12 above shall also bear any interest and investment earnings or losses attributable thereon for
13 period subsequent to the "Assignment Date," until the date of total distribution.

14 **Establishment of New Account (s):** In the event the Alternate Payee does not elect an
15 immediate distribution, her/his share of the benefits described above shall be **segregated and**
16 **separately maintained** in Account(s) established on his/her behalf and shall additionally be
17 credited with any interest and investment income or losses attributable thereon from the date of
18 segregation until the date of total distribution to the Alternate Payee.

19 **8. Commencement Date and Form of Payment to Alternate Payee:** If the Alternate
20 Payee so elects, she/he shall be paid her/his benefits as soon as administrative feasible following
21 the date this Order is approved as a QDRO by the Plan Administrator, or at the earliest date
22 permitted under the Plan or Section 414(p) of the Internal Revenue Code, if later. Benefits will
23 be payable to the Alternate Payee in any form or permissible option otherwise available to
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1 participant and Alternate Payees under the terms of the Plan, including but not limited to, a
2 single lump-sum cash payment.

3 **9. Alternate Payee's Rights and Privileges:** On and after the date that this Order is
4 deemed to be a Qualified Domestic Relations Order, but before the Alternate Payee receives
5 her/his total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights
6 and election privileges that are entitled to all of the rights and election privileges that are
7 afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to
8 designate a beneficiary for death benefit purposes and the right to direct Plan investments, only
9 to the extent permitted under the provisions of the Plan.

10 **10. Death of Alternate Payee:** In the event of Alternate Payee's death prior to
11 Alternate Payee receiving the full amount of benefits called for under this Order and under the
12 Benefit option chosen by Alternate Payee, such Alternate Payee's beneficiary(ies), as designated
13 on the appropriate form provided by the Plan Administrator.

14 **11. Death of Participant:** In the event that the participant dies before the Alternate
15 Payee receives her/his distribution in accordance with the terms of this QDRO, or before the
16 establishment of separate account(s) in the name of the Alternate Payee, such Alternate Payee
17 shall be treated as the surviving spouse of the Participant for any death benefits payable under
18 the Plan to the extent of the full amount of her/his benefits as called for under Paragraph 7 of this
19 Order. Should the Participant predecease the Alternate Payee after the new account(s) have been
20 established on her/his behalf, such Participant's death shall in no way affect Alternate Payee's
21 right to the portion of her benefits as stipulated herein.

22 **12. Debit of Participant's Account for Administrative QDRO Processing Fees:** In
23 the event that the Administrator charges a QDRO processing fee for the Administration of their
24 defined contribution plan QDRO, the Plan Administrator is hereby directed to equally divide
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1 such fee between the Participant and the Alternate Payee. In other word, one half of the QDRO
2 processing fee shall be deducted from the amount to be segregated the Participant's account
3 balance.

4 **13. Savings Clause:** This Order is not intended, and shall not be construed in such a
5 manner as to require the Plan:

6 (a) to provide any type or form of benefit option not otherwise provided
7 under the terms of the Plan:

8 (b) to require the Plan to provide increased benefits determined on the
9 basis of actuarial value; or

10 (c) to require the payment of any benefits to the Alternate Payee which
11 are required to be paid to another Alternate Payee under another order
12 which was previously deemed to be a QDRO.

13 **14. Certification of Necessary Information:** All payments made pursuant to this
14 Order shall be conditioned on the certification by the Alternate Payee and the Participant to the
15 Plan Administrator of such information as the Plan Administrator may reasonably require from
16 such parties to make the necessary calculation of the benefit amounts contained herein.

17 **15. Tax Treatment of Distribution Made Under This Order:** For purposes of
18 Section 402(e)(1) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or
19 Former spouse of the Participant shall be treated as the distributor of any distribution or
20 payments made to the Alternate Payee under the terms of this Order, and as such, will be
21 required to pay the appropriate federal income taxes n such distribution. Further, in the event
22 that all or any portion of the Alternate Payee's assigned share of the benefit includes units or
23 shares of stock, the Plan Administrator shall maintain an equivalent tax basis for the Alternate
24 Payee when segregated the Participant's account.

25 **16. Inadvertent Payment(s) to the Plan Participant:** In the event that the Plan
Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee
pursuant to the terms of this Order, the Participant shall issue an amended Form 1099 to the

1 Participant so that she/he is not liable for any income taxes associated with the Alternate Payee's
2 assigned share of the benefits.

3 Similarly, in the event that the Plan Trustee inadvertently pays to the Alternate Payee any
4 Benefits otherwise payable to the Participant, the Alternate Payee shall immediately return such
5 payment to the Plan Administrator. Upon receipt of the repayment, the Plan Administrator shall
6 issue an amended Form 1099 to the Alternate Payee so that she/he is not liable for any income
7 taxes associated with the Participant's benefit.

8 **17. Continued Jurisdiction:** The court shall retain jurisdiction to establish and /or
9 maintain the qualified status of this Order as a QDRO under ERISA, and to effectuate the
10 original intent of the parties as stipulated herein. The court shall also retain jurisdiction to enter
11 such further orders that are just, equitable and necessary to enforce, secure and sustain the
12 benefits awarded to the Alternate Payee, in the event that the Participant and/or the Plan
13 Administrator fail to comply with any or all of the provisions contained herein. Such further
14 orders may also include, but not limited to, nunc pro tunc orders or orders that "recharacterize"
15 the benefits awarded under this Plan to apply to benefits earned by the Participant under another
16 plan, as applicable, or orders that award spouse or child support, to the extent necessary to carry
17 out the intentions and provisions of this Order. Further, should any portion of this QDRO be
18 rendered invalid, illegal, unconstitutional, or otherwise incapable of enforcement or should any
19 of the procedural matters herein ordered need to be adjusted to accomplish the objectives of this
20 QDRO, the court shall reserve jurisdiction to make such adjustments as necessary in order to
21 effectuate the intent of the parties and the court as manifested herein, including but not limited
22 to, adjustments regarding the division of the community and non-community portions of the
23 Participant's benefits, if applicable.

24 **18. Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be
25 entitled to receive her/his portion of Participant's benefits as stipulated herein in accordance with

1 the Plan's termination provisions for participants and beneficiaries.

2 **19. Actions by Participant:** The Participant shall not take any actions, affirmative
3 otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations
4 Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as
5 set forth herein. Should the Participant take any action or inaction to the detriment of the
6 Alternate Payee, the Participant shall be required to make sufficient payments directly to the
7 Alternate Payee to the extent necessary to neutralize the effects of his actions or inactions and to
8 the extent of the Alternate Payee's full entitlements hereunder.

9 **20. Correcting or Terminating Payments:** The Plan will retain any rights it may
10 have under its terms to suspend or terminate payments to Alternate Payee and/or the Participant
11 provided that the affected party may contest such correction, suspension or termination through
12 any administration remedies available under the Plan. Payments by the Plan pursuant to the
13 QDRO will be without prejudice to any right the Plan has under applicable law to seek
14 recoupment or offset for overpayment.

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24 **21. Plan Terms:** In the case of conflict between any of the items of this Order and the
25 terms of the Plan, the terms of the Plan shall prevail.

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Petitioner Date Respondent Date

APPROVED AS TO FORM AND CONTENT:

Attorney for Petitioner Date Attorney for Respondent Date

ORDER
GOOD CAUSE APPEARING THEREFOR, it is so ordered.

Date JUDGE OF THE SUPERIOR COURT