

**CARPENTER FUNDS ADMINISTRATIVE OFFICE  
OF NORTHERN CALIFORNIA**

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**Re: Model Qualified Domestic Relations Order**

Enclosed you will find a model of a Qualified Domestic Relations Order (QDRO) which includes the necessary elements with respect to this Fund and satisfies federal law. We suggest you provide your attorney with a copy of this model order.

Be advised that even though you may believe you are entitled to some type of benefit from the Pension Fund, no benefit will be paid until:

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

For an order to qualify as a QDRO, certain information is mandatory. The enclosed model contains this required information.

*In providing the enclosed model QDRO, neither the Fund nor its agents or attorneys do so as your representative, agent or attorney. We recommend you contact your attorney regarding your legal rights, interest and obligations in this matter. If you or your attorney choose to draft your own order, we recommend the order incorporate the required provisions contained in the model.*

**Please send final Judgment of Dissolution of Marriage and Marital Settlement Agreement if you have not already done so.**

If you have **ANY** questions concerning preparation of the Domestic Relations Order, please do not hesitate to contact the Fund office.

Very truly yours,

Benefits Department

opeiu 29 afl-cio (125)

modelqdo/wp

Name, address, tel.)

Attorney for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

In re the Marriage of,

Plaintiff,

and

Respondent

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

)

) STIPULATION AND ORDER

)

) DIVIDING COMMUNITY PROPERTY

)

) INTEREST IN CARPENTERS PENSION

)

) FUND (QDRO)

)

WHEREAS:

A. Petitioner and Respondent were married to each other on \_\_\_\_\_ and separated on \_\_\_\_\_ and a Judgment of Dissolution of Marriage was entered in this action on \_\_\_\_\_ finally Dissolving the marriage on \_\_\_\_\_

B. This court has personal jurisdiction over both Petitioner and Respondent and jurisdiction over the subject matter of this Order.

C. Petitioner and Respondent intend this Order to be a Qualified Domestic Relations Order (QDRO) AS DEFINED IN 206(d)(3) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Retirement Equity Act of 1984, 29 U.S.C. § 1056 (D) (3).

D. Petitioner and Respondent hereby stipulate to entry of the following Order:

1. As used in this Order the following terms shall apply:

a. "Participant" is

1 Name: \_\_\_\_\_

2 Address: \_\_\_\_\_

3 Social Security Number and Date of Birth:

4 **(To be provided under separate cover)**

5 b. "Alternate Payee"

6 Name: \_\_\_\_\_

7 Address: \_\_\_\_\_

8 Social Security Number and Date of Birth:

9 **(To be provided under separate cover)**

10 c. "Plan refers to the Pension Plan maintain by the Carpenters Pension  
11 Trust Fund for Northern California, whose Plan Administrator is the  
12 Board of Trustees of the Carpenters Pension Trust Fund for Northern  
13 California.

14 **2.** Participant has accrued benefits in the Plan which are the community property of  
15 Participant and Alternate Payee. For the purpose of dividing this community property, Alternate Payee  
16 is assigned as his/her separate property one-half of the portion of the Participant's monthly Pension  
17 benefit that accrued between the date of marriage and the date of separation.

18 **3.** By written application to the Plan, Alternate payee may elect to begin receiving payment of  
19 his/her share, as defined in paragraph 2, prior to Participant's separation from service with respect to the  
20 Plan, on the first day of the month on or after the Participant's benefits have vested and Participant has  
21 reached earliest retirement age under the Plan. In the case of such an election, the Alternate Payee's  
22 share shall be calculated as if the Participant had retired on the date on which such payment is to begin  
23 (but taking into account on the present value of benefits actually accrued and not taking into account the  
24 present value of any employer subsidy for early retirement, unless and until any such subsidy becomes  
25 payable to the Participant and may be paid in any form in which such benefits may be paid under the  
26

1 Plan (other than in the form of joint and survivor annuity with respect to the Alternate Payee and  
2 subsequent spouse).

3 **4.** Alternate Payee must begin receiving payment of his/her share no later than the effective  
4 date of Participant's retirement, unless Participant retires on a Disability Pension prior to reaching  
5 earliest retirement date for a non-disability pension under the Plan. In the latter case Alternate Payee's  
6 community property share will mature and become payable to her/him on the first day of the first month  
7 after the Participant reaches (or would have reached) earliest retirement age under the Plan for a  
8 non-disability pension and Alternate Payee's one-half community property share, as defined in paragraph  
9 2, above, will be calculated as such share of the largest non-disability pension for which the Participant  
10 would have been eligible had he/she retired on such date.

11 **5.** If Alternate Payee does not begin receiving payment of her/his share until Participant  
12 retires, Alternate Payee shall have the right to elect to receive Alternate Payee's share in any form  
13 permitted by the Plan and current law and regulations at that time. The amount of payment under the  
14 form elected shall be the actuarial equivalent of the Alternate Payee's share of the Participant's benefit  
15 as defined in Paragraph 2, using the actuarial assumptions specified in the Plan for this purpose.

16 **6.** Unless Alternate Payee has begun receiving payment of her/his share prior to Participant's  
17 separation from service with respect to the Plan (as provided in paragraph 3), Alternate Payee shall be  
18 treated to the extent of the community property portion of Participants accrued benefits as the current  
19 or surviving spouse of Participant for the purpose of the Husband-and-Wife Pension or Pre-Retirement  
20 Surviving Spouse benefit.

21 **7.** If Participant is awarded a post-retirement benefit increase based on the amount of benefits  
22 accrued, Alternate Payee shall share equally in the increase based on the amount accrued between the date  
23 of marriage and separation.

24 **8.** Nothing in this order shall be construed to require the Plan to provide a type of form of  
25 benefit or an option not otherwise provided under the Plan.

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9. Nothing in this order shall be construed to require the Plan to provide increased benefits determined on the basis of actuarial value.

10. This order does not require the Plan to pay to Alternate Payee benefits which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

11. This Order is intended to be a QDRO made pursuant to ERISA and provisions shall be administered and interpreted in conformity with ERISA as amended from time to time. If ERISA is amended or the law regarding QDRO'S is otherwise changed or modified, then either party may take such changes, amendments and/or modification if permissible under any such change, amendment, modification to ERISA or the laws regarding QDRO'S the Plan Administrator may elect to treat this order as a qualifying order.

12. The court shall retain jurisdiction for the purpose of amending this order so that it may qualify or continue to qualify as a QDRO.

**APPROVED AS TO FORM AND CONTENT:**

Date: \_\_\_\_\_

\_\_\_\_\_

Petitioner

Date: \_\_\_\_\_

\_\_\_\_\_

Attorney for Petitioner

Date: \_\_\_\_\_

\_\_\_\_\_

Respondent

Date: \_\_\_\_\_

\_\_\_\_\_

Attorney for Respondent

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_

Judge of the Superior Court