



CARPENTER FUNDS ADMINISTRATIVE OFFICE OF NORTHERN CALIFORNIA, INC.

carpenterfunds.com

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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.

For additional information on how to handle divorce and the related processes, we encourage you to read our article "**Dealing with Divorce**". Simply scan the QR code below with your phone or tablet to access the article. If you have questions concerning preparation of a Domestic Relations Order, please contact the Fund office reach out to the Fund office at (510) 633-0333 or benefitservices@carpenterfunds.com.



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

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 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
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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.

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

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

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

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

14 **APPROVED AS TO FORM AND CONTENT:**

15 Date: _____
16 _____

Petitioner

17 Date: _____
18 _____

Attorney for Petitioner

19 Date: _____
20 _____

Respondent

21 Date: _____
22 _____

Attorney for Respondent

23 **IT IS SO ORDERED.**

24 Date: _____
25 _____

Judge of the Superior Court

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