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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF _____

In re the Marriage of:)
)
)
_____)
Petitioner,)
)
and)
)
)
_____)
Respondent.)
)
IBEW LOCAL 332 PENSION)
PLAN PART A AND IBEW)
LOCAL 332 PENSION PLAN)
PART B)
Claimants.)
_____)

Case No. _____

QUALIFIED DOMESTIC
RELATIONS ORDER

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 4. Employee has accrued benefits in the Plans, which are the community property of
2 Employee and Spouse. Spouse is acknowledged to have an ownership interest in the monthly
3 benefits payable to Employee by Part A equal to one-half of the Community Benefit. Spouse is
4 acknowledged to have an ownership interest in the benefits payable to Employee by Part B equal
5 to one-half the Community Benefit.

6 5. The Community Benefit is the portion of the benefit payable by each Plan which
7 is attributable to Employee's employment during the marriage. For purposes of calculating the
8 Community Benefit, the period of the marriage is the period from _____ to _____
9 _____.

10 For purposes of this QDRO:

11 a. If the marriage was on or before the 15th of a month, the parties will be
12 considered married the entire month.

13 b. If the marriage occurred after the 15th of a month, the parties will not be
14 considered married that month.

15 c. If the separation was on or before the 15th of a month, the parties will not
16 be considered married that month.

17 d. If the separation occurred after the 15th of a month, the parties will be
18 considered married for the month.

19 6. From the monthly pension benefits otherwise payable to the Employee each
20 month from Part A, this Order assigns to the Spouse an amount equal to fifty percent (50%) of
21 the Community Benefit of such monthly pension benefits from Part A. The Community Benefit
22 under Part A shall be determined by multiplying such monthly pension benefits by a fraction.
23 The numerator of the fraction is the total years during the marriage for which Employee received
24 credit under Part A. The denominator is the total years for which Employee received credit
25 under Part A.

26 7. Spouse shall begin receiving payment of his/her share from Part A the first day of
27 the month of _____, year _____, subject to the following conditions:
28

1 a. The beginning date may not be earlier than the first day of the first month
2 after Part A received notice of Spouse's claim of a community property interest in Employee's
3 Pension under Part A.

4 b. If Employee retired on a Disability Pension prior to reaching earliest
5 retirement age under the Part A for a non-disability pension, the beginning date may not be
6 earlier than the first day of the first month after Employee reaches (or would have reached)
7 earliest retirement age under Part A for a non-disability pension.

8 8. If Employee retired on a Disability Pension under Part A, Spouse's share, as
9 defined in paragraph 6, will be calculated as of the date Employee retired (or, if Employee retired
10 prior to early retirement age, as of the earliest retirement date for retirement on a non-disability
11 pension) on the largest non-disability pension for which he then would have been eligible.

12 9. The Community Benefit under Part B shall consist of all employer contributions
13 earned by the Employee during the marriage, plus net investment earnings credited to
14 Employee's benefit account under the terms of the Plan. Pursuant to this Order, Spouse shall be
15 entitled to receive one-half the Community Benefit, plus a pro rata share of net investment
16 income for the period from the date her share is determined until the date payment is made.

17 10. Spouse shall begin receiving payment of his/her share from Part B upon receipt of
18 a valid QDRO and subject to the completion by Spouse of an application for benefits in the form
19 and manner required of all participants in the Plan.

20 11. Since Employee retired and began receiving payment of pension benefits from
21 Part A prior to entry of this Order, Spouse shall receive payment of her share, as defined in
22 paragraph 6, subject to the terms of the pension awarded to Employee and only so long as
23 benefits are payable under that pension. Should the Employee predecease the Spouse, then the
24 amounts payable to the Spouse under paragraph 6 shall cease, and the Spouse may then be
25 eligible to receive a postretirement surviving spouse annuity in accordance with paragraph 12
26 below, provided the Employee's benefit election so provides.

27 12. Spouse shall be treated as Employee's surviving spouse to the extent of the
28 community property portion of Employee's pension under Part A for the purpose of any

1 Surviving Spouse Benefit or other post-retirement death benefit which becomes payable under
2 Part A.

3 13. If the Spouse predeceases the Employee, the Spouse's portion of the Employee's
4 benefits under Part A shall revert to the Employee. Spouse's death shall have no effect on the
5 amount payable to Spouse by Part B.

6 14. Spouse shall share equally in any post-retirement benefit increases awarded to
7 Employee under Part A to the extent such increases are based on accrual of benefits between the
8 date of marriage and the date of separation.

9 15. Any benefits under the Plans not specifically given to Spouse pursuant to this
10 Order shall be the sole and separate property of Employee.

11 16. Notwithstanding any provision hereof to the contrary, in no event shall this order
12 be interpreted as requiring the Plans to do any of the following:

13 a. Require payment of benefits to the Spouse or other alternate payee which
14 are already required to be paid to another spouse or alternate payee under a prior QDRO.

15 b. Require the Plans to provide benefits with a greater value than it would
16 otherwise pay under the Plans.

17 c. Require the Plans to provide any type or form of benefit or any option not
18 otherwise provided under the Plans.

19 17. Terms not specifically defined in this QDRO shall have the meanings defined in
20 the Plan.

21 18. It is the intention of the Spouse and Employee that this Order qualify as a QDRO.
22 If any provision is determined to be inconsistent with the definition of a QDRO, this Order shall
23 be amended as may be necessary to comply with such requirements. The parties shall enter into
24 a stipulation (which may be a letter-agreement) as may be required to amend this Order and/or
25 the Judgment of Dissolution.

26 19. Remarriage. The remarriage of either party shall not affect the disposition of
27 benefits provided herein.

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