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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF \_\_\_\_\_

In re the Marriage of: )  
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 )  
\_\_\_\_\_)  
Petitioner, )  
and )  
 )  
 )  
\_\_\_\_\_)  
Respondent. )  
 )  
IBEW LOCAL 332 PENSION )  
PLAN PART A )  
 )  
Claimant. )  
\_\_\_\_\_)

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 Pension Plan, which are the community  
2 property of Employee and Spouse. Spouse is acknowledged to have an ownership interest in the  
3 monthly benefits payable to Employee by the Pension Plan equal to one-half of the Community  
4 Benefit.

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

9           For purposes of this QDRO:

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

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

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

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

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

25           7.       Spouse shall begin receiving payment of his/her share from the Pension Plan the  
26 first day of the month of \_\_\_\_\_, year \_\_\_\_\_, subject to the following conditions:  
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1           a.       The beginning date may not be earlier than the first day of the first month  
2 after the Pension Plan received notice of Spouse's claim of a community property interest in  
3 Employee's Pension.

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

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

12          9.       Since Employee retired and began receiving payment of pension benefits from the  
13 Pension Plan prior to entry of this Order, Spouse shall receive payment of her share, as defined  
14 in paragraph 6, subject to the terms of the pension awarded to Employee and only so long as  
15 benefits are payable under that pension. Should the Employee predecease the Spouse, then the  
16 amounts payable to the Spouse under paragraph 6 shall cease, and the Spouse may then be  
17 eligible to receive a postretirement surviving spouse annuity in accordance with paragraph 10  
18 below, provided the Employee's benefit election so provides.

19          10.      Spouse shall be treated as Employee's surviving spouse to the extent of the  
20 community property portion of Employee's pension for the purpose of any Surviving Spouse  
21 Benefit or other post-retirement death benefit which becomes payable under the Pension.

22          11.      If the Spouse predeceases the Employee, the Spouse's portion of the Employee's  
23 benefits shall revert to the Employee.

24          12.      Spouse shall share equally in any post-retirement benefit increases awarded to  
25 Employee to the extent such increases are based on accrual of benefits between the date of  
26 marriage and the date of separation.

27          13.      Any benefits under the Pension Plan not specifically given to Spouse pursuant to  
28 this Order shall be the sole and separate property of Employee.

1           14.   Notwithstanding any provision hereof to the contrary, in no event shall this order  
2 be interpreted as requiring the Pension Plan to do any of the following:

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

5                   b.    Require the Pension Plan to provide benefits with a greater value than it  
6 would otherwise pay under the Pension Plan.

7                   c.    Require the Pension Plan to provide any type or form of benefit or any  
8 option not otherwise provided under the Pension Plan.

9           15.   Terms not specifically defined in this QDRO shall have the meanings defined in  
10 the Plan.

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

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

18           18.   No Prior Order. The parties certify that they are not aware of prior orders which  
19 may dispense of benefits hereunder.

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

22           20.   Copy of Order to Trust Counsel. Counsel for the petitioner shall furnish the  
23 Plan's legal counsel with a copy of the Order file-endorsed by the Court Clerk approved by the  
24 Court, within 30 days of approval of this Order.

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26 Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

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Attorney for Employee

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1 Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

2 Attorney for Spouse

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4 Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

5 Employee

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7 Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

8 Spouse

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10 Dated: \_\_\_\_\_, 20\_\_ \_\_\_\_\_

11 JUDGE OF THE SUPERIOR COURT

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