

1 Insert Name/Address/Telephone

4 Attorney for

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF [COUNTY]

10 [Party Name 1]

11 Petitioner,

12 v.

13 [Party Name 2]

14 Respondent

Case No.: [Case Number]

**STIPULATION FOR DIVISION OF
CEMENT MASONS PENSION TRUST
FUND BENEFITS AND QUALIFIED
DOMESTIC RELATIONS ORDER
(QDRO)**

15 WHEREAS:

16 A. Petitioner and Respondent married on _____, separated on _____, and
17 a Judgment of Dissolution of Marriage was entered in this proceeding on
18 _____, finally dissolving the marriage effective _____;

19 B. This Court has personal jurisdiction over both Petitioner and Respondent and
20 jurisdiction over the subject matter of this Order;

21 C. Petitioner and Respondent intend this Order to be a qualified domestic relations
22 order (QDRO) as defined in § 206 (d)(3) of the Employee Retirement Income
23 Security Act of 1974 (ERISA), as amended by the Retirement Equity Act of 1984,
24 29 U.S.C, § 1056(d)(3); and

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

26 //////////////

27 //////////////

28 //////////////

1 IT SHALL BE ORDERED AS FOLLOWS;

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

3 a. "Participant" is

4 Name: _____

5 Address: _____

6 Social Security Number: To be provided under separate cover

7 Date of Birth: (MM/YYYY)

8
9 b. "Alternate Payee" is:

10 Name: _____

11 Address: _____

12 Social Security Number: To be provided under separate cover

13 Date of Birth: (MM/YYYY)

14
15 c. "Plan" refers to the Pension Plan maintained by the Cement Masons Pension Trust
16 Fund for Northern California and which is administered by the Board of
17 Trustees for the Cement Masons Pension Trust Fund for Northern California located
18 at 1600 Harbor Bay Parkway, Suite 200, Alameda, California 94502-3035.

19
20 2. Participant has accrued benefits in the Plan that are the community property of
21 Participant and Alternate Payee. For the purpose of dividing this community
22 property, Alternate Payee is assigned as her separate property one-half of that
23 portion of the Participant's total, unadjusted monthly pension benefit that
24 accrued between the date of marriage and the date of separation.

25 3. By written application to the Plan, Alternate Payee may elect to begin receiving
26 payment of her share, as defined in paragraph 2, prior to the Participant's
27 separation from service with respect to the Plan, on the first day of any month on
28 or after this Order has been entered by the Court and received by the Fund,

1 Participant's benefits have been vested, and Participant has reached earliest
2 retirement age under the Plan for a non-disability pension. In the event of this
3 election, Alternate Payee's share (a) will be calculated as if Participant had
4 retired on the date on which the payment is to begin (but taking into account only
5 the present value of benefits actually accrued and not taking into account the
6 present value of any employer subsidy for early retirement) and (b) may be paid
7 in any form in which benefits may be paid under the Plan (other than in the form
8 of a joint and survivor annuity with respect to Alternate Payees and a subsequent
9 spouse). If after the Alternate Payee's interest is already being paid the
10 Participant begins receiving from the Plan a pension which includes an employer
11 subsidy for early retirement, Alternate Payee's monthly benefit will be adjusted
12 to allow Alternate Payee to receive her pro rata share of the subsidy as long as
13 she is receiving benefits and Participant (or his beneficiary) is receiving a
14 subsidized pension.

15 4. Alternate Payee's pension beginning date will not be later than Participant's
16 pension beginning date, unless Participant retires on a Disability Pension prior to
17 reaching earliest retirement age under the Plan for a non-disability pension. In
18 the latter case Alternate Payee's community property share will mature and
19 become payable on the first day of the first month after Participant reaches (or
20 would have reached) earliest retirement age under the Plan for a non-disability
21 pension.

22 5. If Alternate Payee begins receiving her share coincident with or following
23 Participant's retirement on a Disability Pension, Alternate Payee's on-half
24 community property share, as defined in paragraph 2, above, will be calculated as
25 a share of the largest non-disability pension for which the Participant otherwise
26 would have been eligible on Alternate Payee's beginning date.

27 6. If Alternate Payee does not begin receiving payment of her share until Participant retires,
28 Alternate Payee may elect to receive her share in any form permitted by

1 the Plan at that time. The amount of Alternate Payee's monthly benefit will then
2 be determined by applying to Alternate Payee's share the Plan's terms for the
3 elected form of payment.

4 7. If Participant dies prior to retirement and Alternate Payee has not already begun
5 receiving payment of her share (as provided in paragraph 3), she will be treated
6 to the extent of the community property portion of Participant's accrued benefit
7 as if she were Participant's surviving spouse for the purpose of the Pre-
8 Retirement Surviving Spouse Benefit provided under the Plan.

9 8. If, when Participant retires, Alternate Payee has not already begun receiving
10 payment of her share (as provided in paragraph 3), she will be treated to the
11 extent of the community property portion of Participant's accrued benefit as if
12 she were the Participant's current spouse for the purpose of the Husband-and-
13 Wife Pension available under the Plan.

14 9. If Participant is awarded a post-retirement benefit increase calculated on the
15 amount of the benefits accrued, Alternate Payee will share equally in that portion
16 of the increase attributable to benefits accrued between the date of marriage and
17 the date of separation.

18 10. Nothing in this Order will be construed to require the Plan to provide a type or
19 form of benefit or an option not otherwise provided under the Plan.

20 11. Nothing in this Order will be construed to require the Plan to provide increased
21 benefits determined on the basis of actuarial value.

22 12. This Order does not require the Plan to pay Alternate Payee benefits which are
23 required to be paid to another alternate payee under another order previously
24 determined to be a qualified domestic relations order.

25 13. This Order is intended to be a QDRO made pursuant to ERISA, and its
26 provisions will be administered and interpreted in conformity with ERISA and
27 the Plan, as amended from time to time. To that end, the Plan Administrator
28 reserves the right to reconfirm the qualified status of this Order at the time

1 benefits become payable. If either ERISA or the Plan is amended or the law
2 regarding QDROs is otherwise changed or modified, then either party may take
3 the necessary steps to amend this Order to comply with any amendments,
4 changes and/or modifications, or, if permissible under any amendment, change or
5 modification, the Plan Administrator may continue to treat this Order as a
6 qualified order.

7 14. The Court will retain jurisdiction for the purpose of amending this Order so that
8 it may qualify or continue to qualify as a QDRO.

9
10 APPROVED AS TO FORM AND CONTENT;

11
12
13
14 Date: _____
15 _____
16 Petitioner

17 Date: _____
18 _____
19 Respondent

20 IT IS SO ORDERED.

21 Date: _____
22 _____
23 Judge of the Superior Court

24 *****