

Sample QDRO Language For  
PACIFIC COAST ROOFERS PENSION PLAN

(for retirees)

*NOTE: This language is merely to assist divorce attorneys in preparing QDROs. It will be accepted by the Plan as meeting the requirements of a QDRO, but it is not warranted by the Plan to be appropriate in each individual case. The parties should always consult their own attorneys before agreeing to this form.*

1. QDRO. This order is intended to satisfy the requirements of federal law concerning Qualified Domestic Relations Orders, including ERISA § 206(d) and Internal Revenue Code §414(p). This order is entered pursuant to California Family Code, Division 6, Part 1, Chapter 6.

2. Plan. The name of the Plan to which it applies is the PACIFIC COAST ROOFERS PENSION PLAN.

3. Names. The names and last known mailing addresses of the parties are as follows:

a. Employee (Plan Participant):

Name:

Address:

Social Security No.:

Birthdate:

b. Spouse (Alternate Payee):

Name:

Address:

Social Security No.:

Birthdate:

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage specified below to the date of separation specified below:

Date of Marriage:

Date of Separation:

5. Retirement. The employee retired on \_\_\_\_\_, and selected the following form of benefit: \_\_\_\_\_. This form cannot now be changed.

6. Amount. The current monthly amount of Employee's benefit payable in the form described in paragraph 5 is \$ \_\_\_\_\_. As used in this order, the term Total Monthly Benefit shall mean this amount until any Plan improvements applicable to the Employee are in effect.

7. Conditions Precedent. No benefits are payable under this QDRO unless the Plan has been served with a valid copy of this QDRO and has determined that it is a qualified domestic relations order as that term is defined under federal law.

8. Spouse's Benefit. The Spouse is hereby awarded a Spouse's Benefit, the amount of which is determined as provided in this paragraph 8. The Spouse's Benefit shall be one-half of the "Total Community Benefit". The Total Community Benefit shall be \_\_\_\_% of the Total Monthly Benefit.

9. Payment to Spouse. Payment of the Spouse's Benefit to the Spouse shall begin the first of the month after the Plan determines that this order is a qualified domestic relations order. Payments shall continue to be made to the spouse for so long as the Plan is obligated to pay any benefits on behalf of the Employee. The formula for determining the amount of any payments to the Spouse after the death of the Employee shall be one-half of \_\_\_\_% of the amount of the benefits payable after the Employee's death.

10. Death of Spouse. If the Spouse predeceases the Employee, any payments previously being made to the Spouse will thereafter be made to the Employee.

11. Employee's Residual Benefits. Any benefits under the Plan not specifically given to the Spouse under this QDRO shall be the sole and separate property of the Employee.

12. Retiree Increases.

a. If the Plan increases benefits for retirees after the Employee has retired and while the Employee is alive, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, then any such increase shall be allocated between the Employee and the Spouse. The Spouse's share shall be a fraction of the increase, the numerator of which is one-half of the Total Community Benefit as determined under paragraph 8, and the denominator of which is the Employee's Total Monthly Benefit, including the Total Community Benefit.

b. If the Plan increases benefits for retirees after the Employee is deceased, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, and if the Spouse is receiving benefits at that time, the Spouse shall share in that benefit increase in the proportion that his or her benefit payments bear to the payments being made to all beneficiaries of the Employee.

13. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:

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

b. Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.

c. Require the Plan to provide any different type or form of benefit than elected by Employee at his retirement.

14. Amendment. The Court retains jurisdiction over this matter to amend this Order in order to establish and/or maintain its qualification as a QDRO.