

PRC Case Sharing – Bricklayers’ Post-Death QDRO

Stephen Morris, Western States Pension Assistance Project

Summary:

Client and participant were married from 1992 to 2003 separation. Participant earned benefits under the Bricklayers’ plan from 1995 until 2015. Participant died pre-retirement in 2015. Client came to WSPAP for help with a QDRO. With assistance of the Center for Access to QDROs, a QDRO was submitted to the plan for preapproval.

The plan is only providing a portion of the preretirement survivor annuity (QPSA) because some of the benefit vested in another beneficiary upon participant’s death.

There are two issues here: (1) the plan’s counsel says that the commencement date cannot be retroactive but that an actuarial reduction will still apply, and (2) it appears the plan is assuming the marital fraction (about 43%) twice when calculating the QPSA share.

Included here are:

- Excerpt of QDRO procedures – death of participant
- Emails with plan counsel
- Bricklayers’ Plan Excerpt
- Redacted QDRO

the death of the Participant, the Plan will freeze any survivor benefits in accordance with paragraphs 9(d) and (e) above to allow for the submission, to the Plan, of the Domestic Relations Order executed prior to the Participant's death. The Trustees are not required to honor any Domestic Relations Order signed after the death of the Participant nor are they liable for, or required to modify or reverse, any payment, transaction, or application of funds in accordance with any DRO entered prior to the death of the Participant that is received after the death of the Participant and after such payment, transaction, or application of funds.

- b. Subject to Subparagraph d. below, the Plan will not honor any Domestic Relations Orders that are entered after the date of the Participant's death. This is because on the date of the Participant's death, rights to Plan survivor benefits, if any, vest immediately in individuals other than the Participant (i.e. the designated beneficiary or surviving spouse) pursuant to the Participant's beneficiary designation or pursuant to the Plan Rules and Regulations.
- c. The Plan will not honor any Domestic Relations Orders that are entered prior to the date of the Participant's death, but which are amended or modified after the date of the Participant's death, except to the extent that the amendment or modification is required to correct any defects necessary to qualify the DRO and such amendment or modification does not in any way designate the Alternate Payee as the surviving spouse for the first time, or does not in any way modify or alter the individual designated as Alternate Payee or the amount or percentage of benefits assigned to the Alternate Payee.
- d. Notwithstanding the above, in limited circumstances, if there is a Property Settlement Agreement, Divorce Decree or other type of domestic relations order expressly naming the Plan that was executed and/or filed prior to the Participant's death that indicates a clear and irrefutable intent of the parties to assign all or a portion of the Participant's Plan benefits to an Alternate Payee and a DRO was pending or in the process of being prepared, then in such circumstances, the Plan will review a *nunc pro tunc* DRO, which assigns benefits to an Alternate Payee and that is executed after a Participant's death for a determination on its qualified status. Notwithstanding the above, the Plan shall not honor a *nunc pro tunc* DRO after a Participant's surviving spouse or beneficiary has begun to receive the Participant's benefit. Additionally, the Plan reserves the right to not honor provisions of such DRO that would otherwise designate the Alternate Payee as the Participant's surviving spouse for the first time if such designation may result in the divestment of benefits of a subsequent surviving spouse of the Participant.

XV. Death of Alternate Payee – If the Alternate Payee dies after the commencement of benefits pursuant to a Qualified Domestic Relations Order, then such remaining benefits, if any, will be paid in accordance with the form of benefit and to the beneficiary elected by such Alternate Payee.

If the Alternate Payee dies prior to the commencement of benefits pursuant to a Qualified Domestic Relations Order, then his or her assigned share will revert back to the Participant, unless the terms of the Qualified Domestic Relations Order provide for the assignment of such benefits to a Contingent Alternate Payee. Such Contingent Alternate Payee must be one of the four individuals defined in Alternate Payee as referenced above.

In no event will the Plan honor any Domestic Relations Orders that are entered after the date of the prospective Alternate Payee's death, which attempts to assign pre-retirement survivor benefits to a beneficiary of Alternate Payee, who does not meet the definition of an Alternate Payee as referenced above.

XVI. Discretion of Trustees.

In construing the terms of these Procedures, any submitted Domestic Relations Order, any appeal, or the terms of the Plan, the Trustees shall have full and exclusive authority and discretion to determine all questions of eligibility, methods of providing or arranging for benefits and all related matters. All determinations made and actions taken by the Trustees will be conclusive and binding upon the Plan, the Participant, the Participant's spouse can beneficiaries, and any Alternate Payee named in the Domestic Relations Order received by the Plan.

XVII. Modification to Qualified Domestic Relations Order Procedures

The Board of Trustees, Plan Administrator or Plan Representative shall have the right to amend or modify these procedures and without notice to any party. The Plan Representative shall make available a copy of the amended or modified procedures to each party to a Domestic Relations Order pending for determination. No amendment or modification, unless required by law or applicable regulation, shall cause an order previously determined to be a Qualified Domestic Relations Order to fail to retain the status, or cause an order previously determined not to be a Qualified Domestic Relations Order to be recharacterized as a Qualified Domestic Relations Order.

XVIII. Appeal Rights

Upon the determination of the Plan Representative of whether a Domestic Relations Order is or is not a Qualified Domestic Relations Order, the Participant, Alternate Payee or applicable legal representative may request a review of that determination. The appeal should set forth all of the grounds upon which it is based, all facts in support of the request, and any other matters which the party deems relevant. The appeal shall be considered by a person, authorized agent or committee designated by the Board of Trustees, who shall consider all facts submitted in support of the appeal and communicate in writing the decision of the appeal to all the parties.

In the event no party to the Domestic Relations Order disputes the determination within thirty (30) days of receipt of such notice, the Plan Representative shall proceed as though a final determination has been made to the effect specified in the notice. The thirty (30) day appeal period may be waived, if in writing and signed by both the Participant and the Alternate Payee or



Stephen Morris <smorris@lsnc.net>

QDRO - P [REDACTED]

Model QDRO request

Jason Fuiman <jfuiman@fuimanmogila.com>

Wed, Aug 27, 2025 at 2:22 PM

To: Stephen Morris <smorris@lsnc.net>

Cc: "Callahan, Nancy" <ncallahan@ipfweb.org>, QDRO <QDRO@ipfweb.org>, "Kauffman, Lester" <LKauffman@ipfweb.org>

Stephen: Attached is a copy of the most recent plan document. The Plan does not permit a retroactive benefit commencement date back to 2017 in this case.

I will get back to you on your other question.

From: Stephen Morris <smorris@lsnc.net>**Sent:** Wednesday, August 20, 2025 6:36 PM**To:** Jason Fuiman <jfuiman@fuimanmogila.com>**Cc:** Callahan, Nancy <ncallahan@ipfweb.org>; QDRO <QDRO@ipfweb.org>; Kauffman, Lester <LKauffman@ipfweb.org>**Subject:** Re: QDRO - [REDACTED]

Hello Jason,

I have a few questions about the alternate payee benefit calculation for [REDACTED]

You calculated the marital portion using the highest contribution rate earned during the marriage to reach \$382 per month, and then divided that by a factor of 10.9/25 (0.436) to reach \$166.55:

To calculate the QPSA for the marital portion, we first calculate 25.00 years using the highest contribution rate of \$0.60/hour earned during the period of the marriage. Section 4.03(c), Table 3 in the Plan tells us that the monthly benefit at 25 years at a \$.060 rate is \$382/month as a single life annuity.

We then determine the marital portion of that benefit. Because he earned 10.9 of those 25 credits during the marriage, we multiply the \$382/month by a factor of 10.9/25 or 0.436.

This assumes a marital fraction twice, once to calculate the benefit (using only the lower contribution rate earned in 1995-2006), and again to calculate the community portion. It should be calculated either as 0.436 of his total accrued benefit (for all 25 years) or the \$382/month figure should be the first input for the QPSA that is the halved and actuarially adjusted for early retirement. All benefits earned during that period belonged to the community and were divided in the divorce.

Separately, you mentioned that the QPSA is tied to a commencement at age 55 and applied an early retirement factor. Does that also assume a retroactive benefit commencement date of April 1, 2017, the month after [REDACTED] would have turned 55?

Please send me a copy of the full IPF plan document at your earliest convenience so I can review the sections you cited below.

Thank you,

Stephen Morris

Staff Attorney

Legal Services of Northern California

Western States Pension Assistance Project

[505 12th Street](#)

[Sacramento, CA 95814](#)

916-551-2105

On Thu, Aug 7, 2025 at 9:31 AM Stephen Morris <smorris@lsnc.net> wrote:

Thanks for the thorough explanation. I'll review and discuss it with my client and then get back to you.

Stephen Morris

Staff Attorney

Legal Services of Northern California

Western States Pension Assistance Project

[505 12th Street](#)

[Sacramento, CA 95814](#)

916-551-2105

On Thu, Aug 7, 2025 at 7:04 AM Jason Fuiman <jfuiman@fuimanmogila.com> wrote:

Stephen: My apologies for the delay, as you'll see below the calculation is complex given the fact pattern. After you've had a chance to review, please feel free to reach out and we can discuss further. The short answer is that the Plan

would not apply a 50% factor to the QPSA under the language I suggested. The QPSA would be the form of the benefit.

I think the actual calculations will be helpful.

██████████ worked in covered employment from 1995-2015 and earned 25 future service credits during that period. The parties were married from 1995-2006, during which time he earned 10.9 of those 25 credits.

To calculate the QPSA for the marital portion, we first calculate 25.00 years using the highest contribution rate of \$0.60/hour earned during the period of the marriage. Section 4.03(c), Table 3 in the Plan tells us that the monthly benefit at 25 years at a \$.060 rate is \$382/month as a single life annuity.

We then determine the marital portion of that benefit. Because he earned 10.9 of those 25 credits during the marriage, we multiply the \$382/month by a factor of 10.9/25 or 0.436.

$\$382 \times .436 = \$166.55/\text{month}$ as a single life annuity.

Next, in order to calculate the QPSA for the surviving spouse, we then look to Section 6.03(b) and (c) of the Plan. Because [REDACTED] died prior to age 55, we determine the benefit as if he retired on a 50% Joint and Survivor Pension when he reached age 55, and died on the last day of the month in which he reached age 55. She then receives 100% of what he would have received.

We first apply an early retirement reduction factor since he is retiring prior to age 64. That factor is .5700, representing 108 months of reductions (the full 9 years from 64 to 55).

$$\$166.55 \times .5700 = \$94.93 \text{ (the reduction amount)}$$
$$\text{\$166.55} - \text{\$94.93} = \text{\$71.62}$$

Moving to the second paragraph, we then apply an additional factor to convert the single life annuity to a 50% joint and survivor pension. Because [REDACTED] was 2 years older than [REDACTED] the reduction factor is .908. We multiply that by the benefit amount, $\$71.62 \times .908 = \65.03 . Thus, [REDACTED]'s benefit will be **\$66.00/month** (rounded up), which represents that QPSA for the marital portion.

As you can see, the Plan will not apply any reduction factor, other than the ones required under the plan for early retirement and converting the benefit from a single life annuity.

Jason Fuiman, Esq.

Fuiman Mogila, LLP

Attorneys at Law

5 Penn Plaza, 23rd Floor

New York, NY 10001

jfuiman@fuimanmogila.com

(917) 376-4471 (c)

From: Stephen Morris <smorris@lsnc.net>

Sent: Monday, August 4, 2025 7:10 PM

To: Jason Fuiman <jfuiman@fuimanmogila.com>

Cc: Callahan, Nancy <ncallahan@ipfweb.org>; QDRO <QDRO@ipfweb.org>; Kauffman, Lester <LKauffman@ipfweb.org>

Subject: [REDACTED]

I appreciate the update and will look for your summary tomorrow.

Thanks,

Stephen

On Mon, Aug 4, 2025 at 9:22 AM Jason Fuiman <jfuiman@fuimanmogila.com> wrote:

Mr. Morris, I apologize for the delay, we've had several discussions internally and it's delayed my response. I will provide a summary by tomorrow.

ARTICLE 1

DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in the Plan:

Section 1.01. Actuarial Equivalent.

The term "Actuarial Equivalent," unless otherwise specified in the Plan, means:

For distributions subject to Section 417(e) of the Code, a benefit that has the same actuarial value as another benefit based on the "applicable mortality table" and the "applicable interest rate". For this purpose:

(a) The "applicable mortality table" for a calendar year is the table prescribed for use in that year in Regulations under Code section 417(e).

and

(b) The "applicable interest rate" is, for a calendar year, the minimum present value segment rates as required under Code section 417(e)(3)(D) as specified by the Commissioner of Internal Revenue for the month of November (as published in December) immediately preceding the calendar year that contains the Annuity Starting Date, or such other interest rate or rates published by the Commissioner of Internal Revenue for the purposes of the determination the actuarial value subject to Code section 417(e). The stability period, within the meaning of Treasury Regulation section 1.147(e)1(d)(ii) shall be the Plan Year.

Section 1.02. Annuity Starting Date.

- (a) The "Annuity Starting Date" is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
 - (i) the month following the month in which the claimant has fulfilled all of the conditions for entitlement to benefits, including the filing of an application for benefits, or
 - (ii) 30 days after the Plan advises the Participant of the available benefit payment options.
- (b) Notwithstanding subsection (a) above, the Annuity Starting Date will occur and benefits will begin before the end of the 30-day period, provided:

Section 1.01. Actuarial Equivalent.

- (i) the Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period and distribution of the Pension begins more than seven days after the written explanation was provided to the Participant and Spouse,
 - (ii) the Participant's benefit was previously being paid because of an election after the Normal Retirement Age, or
 - (iii) the benefit is being paid out automatically as a lump sum under the provisions of the Plan.
- (c) The Annuity Starting Date will not be later than the Participant's Required Beginning Date.
- (d) The Annuity Starting Date for a Beneficiary or alternate payee under a Qualified Domestic Relations Order (within the meaning of Section 206(d)(3) of ERISA and Section 414(p) of the Internal Revenue Code) will be determined as stated in Subsections (a) and (b) above, except that references to the Joint and Survivor Pension and spousal consent do not apply.

Section 1.03. Beneficiary.

The term "Beneficiary" shall mean a person (other than a Pensioner) who is receiving benefits under this Plan because of his or her designation for such benefits by a Participant.

Section 1.04. Calendar Year.

The term "Calendar Year" shall mean the period from January 1 to December 31. For purposes of ERISA regulations, the Calendar Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment, the computation period for eligibility to participate in this Plan.

Section 1.05. Collective Bargaining Agreement.

The term "Collective Bargaining Agreement" shall mean any written labor contract by and between a Contributing Employer and the Union, which provides for contributions to this Pension Fund together with any renewal, modification, or amendment thereof or successor agreement thereof. Unless otherwise specified, use of the term "Collective Bargaining Agreement" shall also mean a participation agreement.

Section 1.03. Beneficiary.

[REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
SPINETTA FAMILY LAW CENTER

In re the Marriage of	}	CASE NO.: [REDACTED]	
Petitioner: [REDACTED]		}	QUALIFIED DOMESTIC RELATIONS
and			ORDER FOR BRICKLAYERS &
Respondent: [REDACTED]			TROWEL TRADES INTERNATIONAL
			PENSION FUND

IT IS HEREBY ORDERED that this Order is an integral part of the Judgment of Dissolution entered by this court on 03/24/2006 (and any additional court orders related to the division of marital property) and shall supersede and supplant the more general terms of such order(s) regarding the division of benefits unless specifically stated below.

The court, having examined the pleadings, finds that all necessary prerequisites of law have been satisfied and that this court has jurisdiction of all parties and the subject matter of this cause, and the court further finds that certain interest and rights under an employee benefit plan hereinafter described are part of the community or marital estate of the parties and shall be partitioned and paid out in accordance with this Order. The parties were married on 05/02/1992. The parties were separated on 09/30/2003.

IT IS FURTHER ORDERED AND ADJUDGED as follows:

I. IDENTIFICATION OF PARTIES AND STATISTICAL INFORMATION:

A. Participant: [REDACTED] (**Deceased**), hereinafter sometimes referred to as "Participant," has the following date of birth, social security number and last known mailing address:

DATE OF BIRTH: Provided under separate cover

SOCIAL SECURITY NUMBER: Provided under separate cover

B. Alternate Payee: [REDACTED] (**FKA** [REDACTED]), hereinafter sometimes referred to as "Alternate Payee," (who is the spouse or former spouse of the Participant) has the following date of birth, social security number and last known mailing address:

DATE OF BIRTH: Provided under separate cover

SOCIAL SECURITY NUMBER: Provided under separate cover

ADDRESS: [REDACTED]

II. NAME OF PLAN COVERED BY ORDER:

A. **MICHAEL PALMA** is a participant in the following Plan:

Plan: Bricklayers & Trowel Trades International Pension Fund

Address: 620 F Street, NW, Suite 700, Washington, DC 20004-1618

B. **The Bricklayers & Trowel Trades International Pension Fund shall hereinafter be referred to as "the Plan."**

III. POST DEATH QDRO:

A. The Participant died on 02/07/2016. A copy of the Participant's death certificate is attached as Exhibit A. Pursuant to the Judgment of Dissolution entered by this court on 03/24/2006, the Alternate Payee was awarded one half of the community interest in the Bricklayers & Trowel Trades International Pension Fund. A copy of the Judgment of Dissolution, is attached as Exhibit B.

B. QPSA Survivor Benefits. Participant died preretirement without a surviving spouse. The only death benefits payable from the Plan is as a qualified preretirement survivor annuity (QPSA) to a surviving spouse (of which there is none) or to a former

1 spouse as an alternate payee who can be treated as a surviving spouse pursuant to a
2 Qualified Domestic Relations Order (QDRO) for purposes of 29 USC §1055. *Hamilton*
3 *v. Wash. State Plumbing & Pipefitting Indus. Pension Plan*, 433 F.3d 1091, 2006 U.S.
4 App. LEXIS 517, 36 Employee Benefits Cas. (BNA) 2025 (9th Cir. Wash. 2006). *Since*
5 *the Participant died preretirement unmarried, Alternate Payee is the only eligible*
6 *beneficiary of pension death benefits on Participant's account.* There is no "Successor in
7 Interest" as that term is defined in Code of Civil Procedure § 377.11 as to Respondent's
8 interest in the Plan. No proceeding is now pending in California for administration of the
9 decedent's estate which may have jurisdiction in this matter. No other person has a
10 superior right to be substituted for the decedent in the pending proceeding. A QDRO must
11 be entered to award the Alternate Payee the QPSA.

12 C. Continuing Jurisdiction. Pursuant to *In re Marriage of Hilke*, (1992) 4 Cal.
13 4th 215, 220 and California Family Code § 2337(f) & (g), death of one spouse does not
14 deprive the court of its retained jurisdiction to determine collateral property rights if the
15 court has previously rendered judgment dissolving the marriage. Moreover, federal law
16 under the Pension Protection Act of 2006 (Section 1001) provides, among other things,
17 that a QDRO may be prepared after death of the participant. Also, the Court finds that
18 pursuant to the above and *Trustees of The Directors Guild of America-Producer Pension*
19 *Benefits Plan v. Tise*, 234 F.3d 415 (9th Cir. 2000), this court has continuing jurisdiction
20 to enter this order dividing benefits under the Plan.

21 **IV. ASSIGNMENT COVERING DEFINED BENEFIT PLAN:**

22 A. Court Findings. The court finds that a portion of Participant's benefits under
23 the Plan is attributable to participation in the Plan as part of the marital estate of Participant
24 and Alternate Payee.

25 B. Allocation of Benefit. Participant's Accrued Benefit (as defined in the Plan)
26 shall be allocated as follows:

27 1. **Alternate Payee shall be designated as surviving spouse of**
28 **Participant on all Participant's benefits for purposes of establishing Alternate**

1 **Payee's entitlement to receipt of a lifetime Qualified Pre-retirement Survivor**
2 **Annuity ("QPSA"). Any benefit payable to a surviving spouse under of the Plan**
3 **following the Participant's death, shall be paid to the Alternate Payee in accord with**
4 **such provisions of the Plan and this order.**

5 2. The portion of Participant's benefit which is allocated to Alternate
6 Payee under this paragraph shall hereafter be referred to as the "Allocated Portion."

7 C. Commencement of Benefit Payments to Alternate Payee. Benefits shall
8 commence to the Alternate Payee as soon as administratively feasible by the Plan pursuant
9 to the terms of the Plan.

10 D. Form of Benefit to Alternate Payee. The Allocated Portion shall be paid to
11 Alternate Payee pursuant to the terms of the Plan for a QPSA.

12 E. Subsequent Benefit Changes. If the Plan pays a cost-of-living increase or
13 any other post-retirement benefit increases, Alternate Payee shall receive a prorata share
14 of each such increase.

15 **IV. MISCELLANEOUS:**

16 A. Qualification as QDRO. This Order is entered pursuant to §2610 of the
17 California Family Code and following Plan approval shall constitute a Qualified Domestic
18 Relations Order ("QDRO") as established by P.L. 98-397, the Retirement Equity Act of
19 1984 ("REA") and set forth in §206(d) of the Employee Retirement Income Security Act
20 of 1974 as amended ("ERISA") and §414(p) of the Internal Revenue Code of 1986 as
21 amended ("IRC").

22 B. Changes to Law or Order. In the event §414(p) of the IRC or §206(d) of
23 ERISA are amended or otherwise changed or modified, the parties hereto shall
24 immediately take any steps necessary to amend this QDRO to comply with such changes,
25 amendments and/or modifications. In addition, to the extent necessary, the Administrator
26 may also unilaterally interpret any term of this Order to comply with such applicable law
27 or change to that law.

1 C. Forms of Benefit. Nothing contained in this Order shall be construed to
2 require the Plan or its administrator:

3 1. To provide the Alternate Payee any type or form of benefit or any
4 option not otherwise available to the Participant under the Plan;

5 2. To provide the Alternate Payee increased benefits (determined on the
6 basis of actuarial value) not available to the Participant; or

7 3. To pay any benefits to the Alternate Payee which are required to be
8 paid to another Alternate Payee under another order determined by the Plan Administrator
9 to be a QDRO before this Order is determined by the Plan Administrator to be a QDRO.

10 D. Notice. All notices and other communications shall be mailed to the parties
11 by first class mail, postage pre-paid to the addresses set forth in Articles I and II above.
12 Any of such parties may designate another address for the purpose of receiving notices
13 and communications pursuant to this Order by giving written notice thereof to the other
14 parties at the addresses then currently in effect.

15 E. Limitation on Application of this Order. No provision in this Order shall be
16 construed to require the Plan, the Administrator of the Plan, or any trustee or other
17 fiduciary with respect to the Plan to take any action which is inconsistent with any
18 provision of the Plan as now in effect or hereafter amended, or make any payment or take
19 any action which is inconsistent with any federal law, rule, regulation or applicable
20 judicial decision.

21 F. Income Tax Consequences. The Alternate Payee (including any heir,
22 beneficiary or successor in interest of the Alternate Payee) shall include all retirement
23 benefits received by Alternate Payee pursuant to this QDRO as and when received by
24 Alternate Payee in Alternate Payee's gross income to the extent required, and the
25 Participant need not do so. For the purpose of IRC §72 and §402, the Alternate Payee (or
26 such heir) and not the Participant shall be treated as the distributee of any distribution or
27 payment made to Alternate Payee by any Plans pursuant to this QDRO. The Plan shall
28 provide to Participant and Alternate Payee in accordance with its customary procedures

such information as is normally provided to Participants in the Plan with respect to the taxability of distributions from the Plan. Any payments to the Alternate Payee made by the Plan shall be subject to withholding for Federal and State tax, unless a valid current election to waive withholding is on file with the Administrators of the Plan.

G. Employer Obligations. The undertakings and obligations of the Plan as set forth in this Order are solely those of the Plan. Neither Employer, any of its parent, subsidiary or affiliated corporations, nor any officer, employee or agent of any of said corporations (other than the Administrator solely in the capacity of Administrator) shall be deemed to have made any undertakings or incurred any obligations as a result of this Order.

H. Applicable Plan. This Order shall apply to the Plan listed in Article II of this Order and to any successor Plan or any other Plan(s) to which liability for provision of the benefit described in this Order may be transferred.

I. Plan Termination. If the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), the Alternate Payee's benefits under this Order will also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefit is guaranteed by the PBGC. In the event the Participant's benefits are reduced or limited as a result of termination or partial termination of the Plan, or as a result of the application of the Code section 415 or 401(a)(17), the amounts assigned to the Alternate Payee hereunder shall be reduced or limited in the same ratio as the Participant's benefits under the Plan are reduced or limited.

J. Changes in Plan. Changes in Plan Sponsor, Plan Administrator or name of Plan shall not affect this Order.

K. Signatures. Facsimile signature shall be accepted *in lieu* of the originals, and this document can be signed in multiple parts, and each signature will be deemed an original, without all signatures necessarily having to appear on the same signature page.

///

1 L. Jurisdiction. The Court shall retain jurisdiction with respect to this Order to
2 the extent required to maintain its qualified status.

3
4 **IT IS SO ORDERED:**

5
6
7 **DATED:** _____

_____ **JUDGE OF THE COURT**

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

FOR COURT USE ONLY

WILLIAM L. TURNER (SBN 109145)
 W. L. TURNER, INC
 2950 BUSKIRK AVENUE, SUITE 300
 WALNUT CREEK, CA 94597

TELEPHONE NO.: (925) 935-1283

FAX NO. (Optional): (925) 943-7603

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA

STREET ADDRESS: 751 PINE STREET

MAILING ADDRESS: P.O. BOX 911

CITY AND ZIP CODE: MARTINEZ, CA 94553

BRANCH NAME:

MARRIAGE OF

PETITIONER:

RESPONDENT:

JUDGMENT

☒ DISSOLUTION☐ LEGAL SEPARATION☐ NULLITY☐ Status only☐ Reserving jurisdiction over termination of marital or domestic partnership status☐ Judgment on reserved issues

Date marital or domestic partnership status ends: 2-2-06 af

CASE NUMBER:

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
 The restraining orders are contained on page(s) of the attachment. They expire on (date):

2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2336
☒ Contested

a. Date: 2/2/06

Dept.: 51

Room:

b. Judicial officer (name): JOSANNA BERKOW

☐ Temporary judgec. ☒ Petitioner present in court☒ Attorney present in court (name): STUART WILLISd. ☒ Respondent present in court☒ Attorney present in court (name): WILLIAM L. TURNERe. ☐ Claimant present in court (name):☐ Attorney present in court (name):f. ☐ Other (specify name):

3. The court acquired jurisdiction of the respondent on (date): 10/1/03 af

- a. ☐ The respondent was served with process.
 b. ☒ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) ☒ on (specify date): 2/2/06 af
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
 d. ☐ This judgment will be entered nunc pro tunc as of (date):
 e. ☐ Judgment on reserved issues.
 f. The ☒ petitioner's ☐ respondent's former name is restored to (specify): McCOY
 g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

4. (Cont'd.)

- i. ☐ A settlement agreement between the parties is attached.
- j. ☐ A written stipulation for judgment between the parties is attached.
- k. ☐ Child custody and visitation are ordered as set forth in the attached
- (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Child Custody and Visitation Order Attachment* (form FL-341).
 - (3) ☐ *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
 - (4) ☐ other (specify):
- l. ☐ Child support is ordered as set forth in the attached
- (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Child Support Information and Order Attachment* (form FL-342).
 - (3) ☐ *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
 - (4) ☐ other (specify):
- m. ☒ Spousal or partner support is ordered as set forth in the attached
- (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
 - (3) ☒ other (specify): SEE ATTACHMENT

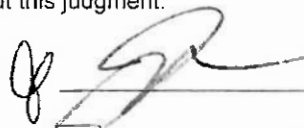
NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- n. ☒ Property division is ordered as set forth in attached
- (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Property Order Attachment to Judgment* (form FL-345).
 - (3) ☒ other (specify): SEE ATTACHMENT
- o. ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: 3-9-06



JUDICIAL OFFICER

5. Number of pages attached: _____

6. This form ☐ does ☐ does not contain the locations of, or identifying information about, the assets and debts listed.

NOTE: If the form does contain such information, you may ask the court to seal this document by completing and submitting an *Ex Parte Application and Order to Seal Financial Forms* (form FL-316).

☐ SIGNATURE FOLLOWS LAST ATTACHMENT

Held 10 days

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

ATTACHMENT TO JUDGMENT

This matter was tried on February 2, 2006. Based upon the courts review of the court file, including each party's trial declarations and exhibits, the testimony of the parties, argument of counsel, and good cause appearing, the court hereby finds as follows and issues the following judgment:

1. Change of marital status: the court finds that the parties were residents of California for 6 months and residents of Contra Costa County for three months immediately preceding the filing of their initial pleadings, and that the court is authorized to and hereby does order a change of marital status, effective today. Petitioner's maiden name of [REDACTED] shall be restored.

2. Former family residence: Respondent bought out petitioners interest in the former family residence located at [REDACTED] pursuant to prior court order. It is not an issue for trial.

3. Pensions: the court confirms its prior order to have Eric Moon prepare the QDRO of respondent's pension, to be amended pursuant to the correspondence request for changes made by respondent's pension plan administrator. Regarding petitioner's pension, the parties stipulation to have petitioner pay respondent 1/2 of petitioner's date of separation pension amount of \$514, is adopted as the court's order.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]