

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL NO. 117 PENSION PLAN

DOMESTIC RELATIONS PROCEDURE

Pursuant to the provisions of the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 117 PENSION PLAN** (the “Plan”), the Plan Administrator hereby adopts the following procedures in connection with the receipt of an inquiry, subpoena or order concerning a domestic relations issue:

I. Inquiry

A. If the Plan Administrator, receives an inquiry (in a form other than a subpoena) from a Participant’s spouse, former spouse, child, or other dependent (any of whom shall be referred to as an “Alternate Payee”) concerning the Participant’s right, entitlement or benefit under the Plan, no information concerning the Participant’s benefit shall be provided until sufficient information is provided to the Plan Administrator based upon which the Plan Administrator can reasonably establish that such information is requested in connection with a domestic relations proceeding.

B. If information is requested by any party other than a prospective Alternate Payee, no information concerning the Participant’s benefit shall be provided without the prior written consent of the Participant. A Participant’s consent shall be on the Authorization to Release Plan Information form (Exhibit “A”), or otherwise shall specify in writing the name and address of the person or persons to whom such information may be given and shall be signed by the Participant. See Transmittal Letter, Exhibit “D”.

C. Upon meeting the requirements of A. or B. above, any information so requested concerning the Plan or the benefit of the Participant which is reasonably available and any information which is required to be made available to Participants by Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), shall be made available.

D. Any such specific information and any general information such as the Plan document or Summary Plan Description shall be made available in accordance with the usual policy of the Plan concerning the payment of the cost of copying and providing such information.

II. Subpoena

A. If the Plan Administrator receives a subpoena from any court concerning the right, entitlement or benefit of any Plan Participant, such subpoena shall be referred to legal counsel to the Plan who shall determine the authenticity and effect of the subpoena. Copies of the subpoena shall be mailed to the Participant concerned and any Alternate Payee resulting from a previous Qualified Domestic Relations Order (QDRO) by certified mail, return receipt requested, at their last known address.

B. If Plan legal counsel determines that the subpoena is valid, legal counsel shall advise the Plan Administrator of the scope of the subpoena and how the Plan may comply with the terms of the subpoena or, in appropriate cases, shall recommend other appropriate action.

C. To the extent permitted by law, all costs associated with the compliance with a subpoena shall be borne by the Participant.

III. Inquiry Concerning Qualified Domestic Relations Order Procedure

A. If the Plan Administrator receives an inquiry from a Participant's spouse, the Participant's or spouse's attorney or other party requesting information concerning the Plan's Domestic Relations Procedure, such person shall be furnished with a copy of this procedure and the sample Plan QDRO (Exhibit "B") upon written request. See Transmittal Letter, Exhibit "C."

B. A copy of the written inquiry shall be sent to the Participant along with a copy of the authorization (Exhibit "A"). See Transmittal Letter, Exhibit "D."

C. If additional information is required concerning changes to the sample Plan QDRO, they shall be referred to the Plan's legal counsel.

IV. Domestic Relations Order

A. If the Plan Administrator receives any purported court order concerning the right, entitlement or benefit of any Plan Participant, the following procedure shall be followed:

1. The Plan Administrator shall mail a copy of such order by certified mail, return receipt requested, to the Plan Participant concerned and any other "Alternate Payee" with respect to such Participant's benefit created under any previous QDRO. See Transmittal Letter, Exhibit "E."

2. The Plan Administrator shall acknowledge by certified mail, return receipt requested, the receipt of the order using the sample acknowledgment letter attached. See Acknowledgment Letter, Exhibit "F."

3. Copies of all information provided to a prospective Alternate Payee shall additionally be forwarded to a representative if one is designated by the prospective Alternate Payee.

4. The Plan Administrator shall forward a copy of the purported QDRO and the transmittal letter forwarding the QDRO to the Participant and/or Alternate Payee (Exhibit "E") to Plan counsel.

B. The Participant or prior Alternate Payee shall have fifteen (15) days from the date of mailing of the purported QDRO to the Participant or prior Alternate Payee in which to notify the Plan Administrator of any objection to the order. In the event there is no prior Alternate Payee and the Participant has signed the QDRO expressly waiving the right to object to the order, this 15 day period shall be deemed to have been waived and the Participant shall be deemed to have consented to the order. Any objection to the order shall be referred to Plan legal counsel for disposition.

C. Amounts prospectively payable to an Alternate Payee pursuant to an order pending a QDRO determination will be separately accounted for under the Plan for a period of no longer than eighteen (18) months. Such eighteen (18) month period will not begin until the first date that the order would require payment to the prospective Alternate Payee, that is after the order is received by the Plan Administrator. In addition, if the Plan Administrator receives notice either written or verbally that a domestic relations order may be or is pending and believes that the Participant's benefit may become subject to a QDRO, the Plan Administrator shall suspend processing any distribution until resolution.

D. Legal counsel to the Plan shall review and advise the Plan Administrator of an appropriate course of action as soon as practicable after receipt of copies of the foregoing materials. Legal counsel shall attempt, whenever possible, to assist counsel for the Participant and Alternate Payee in arriving at a QDRO. Any revisions in the form of the order as a result of such negotiations shall be mailed to all relevant parties. If, following such negotiations, legal counsel is of the opinion that the order, even as modified pursuant to negotiations, is not a QDRO, it shall issue a written opinion to the Plan Administrator of this fact. If legal counsel to the Plan is satisfied that the order as revised meets the requirements for a QDRO, it shall advise the Plan Administrator who may then issue the acceptance letter (Exhibit "G") to the Participant, the Alternate Payee or Payees and their respective counsels.

E. In the event the order is determined not to be a QDRO, the Plan Administrator shall promptly provide a written notification to each prospective Alternate Payee that indicates the reason(s) why the order is not a QDRO and what modifications or additional information is necessary for the order to be a QDRO.

F. If the purported order is accepted, the Plan Administrator shall, as soon as practicable and as required by the QDRO, ascertain the interest of each Alternate Payee pursuant to such order and shall establish a separate benefit for such Alternate Payee under the Plan.

G. The Participant and Alternate Payee will each have their initial benefit payments reduced by \$500 to cover the administrative fee for processing QDRO determinations and payments. In addition, in the event the Plan QDRO is not used, or an objection to the order is raised by the Participant, a former Alternate Payee or Plan counsel, all costs incurred by the Plan in connection with the compliance with such order shall be charged against the benefit of the Participant concerned, to the extent permitted by law.

H. Any Participant or purported Alternate Payee may request the Trustees to review an adverse decision on any purported QDRO under the regular Plan claims procedures.

Adopted this _____ day of _____, 20_____.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Trustee Secretary

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN
Authorization to Release Plan Information**

The undersigned Participant in the above-referenced Plan hereby authorizes the Plan Administrator of the Plan, or his or her designee, to release any and all information concerning the Plan and/or the Participant's interest therein to the following persons:

- 1 Name: _____
 Address: _____

 Telephone Number: _____

2. Name: _____
 Address: _____

 Telephone Number: _____

3. Name: _____
 Address: _____

 Telephone Number: _____

The undersigned Participant acknowledges that copies of Plan documents may be furnished at a cost of \$.15 per page per copy, and directs that the cost thereof be billed to:

- Participant

- Persons Named Above. If said persons fail to pay, the cost will be billed to the Participant.

_____ Participant

Date

RECEIVED:

_____ By: _____

Date

Plan Administrator

MODEL FORMAT

QUALIFIED DOMESTIC RELATIONS ORDER

NOTE: THIS IS A SUGGESTED FORMAT FOR QUALIFIED DOMESTIC RELATIONS ORDERS. IT WILL BE NECESSARY TO TAILOR THE FORM TO THE SPECIFIC FACTS OF EACH CASE. WHILE THE USE OF THE FORM IS NOT MANDATORY, ITS USE WILL EXPEDITE THE APPROVAL PROCESS. ALL QUALIFIED DOMESTIC RELATIONS ORDERS MUST BE APPROVED BY THE PLAN'S LEGAL COUNSEL.

IN THE _____ COURT OF _____

| | | |
|-----------------------|---|-----------|
| IN RE THE MARRIAGE OF |) | |
| |) | |
| _____, |) | |
| |) | |
| Petitioner, |) | NO. _____ |
| |) | |
| and |) | |
| |) | |
| _____, |) | |
| |) | |
| Respondent. |) | |

QUALIFIED DOMESTIC RELATIONS ORDER

This cause coming before this Court for entry of a Qualified Domestic Relations Order (the "QDRO") pursuant to the Retirement Equity Act of 1984, the parties being in agreement through their respective counsel and the Court being fully advised in the premises;

IT IS HEREBY FOUND AS FOLLOWS:

A. This Court entered a [**Judgment, Decree; Order**] (the "Order") on [**Date of the Order**], which approves the parties' [**Divorce; Settlement; Separation**] Agreement (the "Agreement") dated [**Date of Agreement**], resolving between the parties the issues of property distribution and maintenance pursuant to the provisions of the state law governing divorce. This Agreement further allocates to [**Name of Alternate Payee**] benefits of [**his/her**] former spouse, and incorporates by reference the findings and orders set forth herein.

B. The plan to which this QDRO relates is the *International Brotherhood of Electrical Workers Local No. 117 Pension Plan*, which is herein referred to as the "Plan."

C. The person entitled to benefits as a participant under the Plan, which benefits are subject to this QDRO is referred to as the "Participant." The name, address, Social Security number and date of birth of the Participant is:

Name: _____

Address: _____

Social Security No.: _____

Date of Birth: _____

D. The person who is recognized as having a right as a result of the Order and this QDRO to receive all, or a portion of, the benefits under the Plan with respect to the Participant is referred to as the "Alternate Payee." The name, address, Social Security number and date of birth of the Alternate Payee is:

Name: _____

Address: _____

Social Security No.: _____

Date of Birth: _____

E. This QDRO is intended by the parties to constitute a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Alternate Payee is hereby assigned the right to receive and, as otherwise provided in this order, the Plan shall pay to the Alternate Payee [percent] of the actuarial equivalent value of the Participant's accrued benefit in the Plan, determined as of _____ (the "Determination Date"). For purposes of this QDRO, actuarial equivalence shall be determined in accordance with the actuarial factors specified in the Plan.

2. A distribution to the Alternate Payee of the amount determined in this QDRO shall be made or commence to be paid upon the Alternate Payee's request on or after the Participant's attainment of earliest retirement age as defined in Code Section 414(p)(4)(B) or such earlier date as allowed by the Plan, but not later than the latest date permitted by Code section 401(a)(9).

3. From the date of this QDRO and thereafter, and to the extent permitted by the Plan, the Alternate Payee shall have, with respect to the Alternate Payee's interest in the Plan, which interest is created under Paragraph 1 above, the exclusive right to elect to receive a distribution of benefits under the Plan in such form as allowed under the Plan with respect to the Participant other than in the form of a joint and survivor annuity payable to the Alternate Payee

and the Alternate Payee's spouse, but only if the form elected complies with the minimum distribution requirements of Code Section 401(a)(9).

4. Except to the extent allowed under the optional form of benefit selected by the Alternate Payee or otherwise required by this QDRO, the Alternate Payee may not designate a beneficiary to receive any benefits under the Plan after the Alternate Payee's death. Upon the Alternate Payee's death prior to benefit commencement, the Alternate Payee's interest shall be forfeited. Upon the Alternate Payee's death after benefit commencement, the form or benefit required under this QDRO (or selected by the Alternate Payee) shall determine whether any amounts are owed to any beneficiary upon the Alternate Payee's death. Any such beneficiary designation shall be made without regard to any designation by the Participant of a beneficiary with respect to the Participant's interest.

5. The assignment of benefits to the Alternate Payee pursuant to this QDRO shall not be reduced, abated or terminated as a result of the Participant's death. Upon the Participant's death, the Alternate Payee will not be entitled to any survivor benefits attributable to the Participant's benefits under the Plan unless the Participant designates the Alternate Payee as a beneficiary in accordance with the terms of the Plan.

6. Nothing in this QDRO requires the Plan to provide either the Participant or the Alternate Payee with:

(a) any type or form of benefit or benefit option not otherwise provided under this Plan;

(b) any increase in benefits to which the Participant is not otherwise entitled (determined on the basis of actuarial value); or

(c) any benefits which are required to be paid to another alternate payee under another order previously determined to be a QDRO, within the meaning of Section 414(p) of the Code and Section 206(d) of ERISA.

7. This QDRO applies solely to the Plan.

8. The parties agree that their mutual intent is to provide the Alternate Payee with a benefit under the Plan that fairly represents the Alternate Payee's marital share of the benefit as defined in Paragraph 1. If this QDRO is held not to be a Qualified Domestic Relations Order within the meaning of Code Section 414(p) and ERISA Section 206(d), the parties hereby agree to submit to and request a court of competent jurisdiction to modify the order to make it a Qualified Domestic Relations Order in such a manner that will reflect the parties' intent as herein expressed.

9. The Assignment in this QDRO shall be permanent. From the date of this QDRO and thereafter, the Participant shall have no further right or interest in the portion of the Participant's accrued benefit under the Plan which is assigned to the Alternate Payee pursuant to Paragraph 1 above, and, the Alternate Payee shall have no further right or interest in the portion of the Participant's accrued benefit under the Plan which is not assigned pursuant to Paragraph 1 above. Nothing in this QDRO shall restrict the Participant's ability to obtain a distribution under

the Plan or designate a beneficiary under the Plan, with respect to the Participant's remaining accrued benefit determined after the assignment to the Alternate Payee.

10. If the Plan terminates after this QDRO is approved and before amounts are paid in full to the Alternate Payee and, at termination, the Plan has unfunded liabilities that are to be paid by the Pension Benefit Guaranty Corporation, any reductions in the benefits payable under the Plan with respect to the Participant shall be applied proportionately to both the Participant and the Alternate Payee based on their respective interests.

11. The Participant and Alternate Payee will each have their initial benefit payments reduced by \$500 as an administrative fee for processing the QDRO determination and payments. In addition, in the event the Plan QDRO was not used, or an objection to the order is raised by the Participant, a former Alternate Payee or Plan counsel, all costs incurred by the Plan in connection with the compliance with such order shall be charged against the benefits of the Participant and Alternate Payee, to the extent permitted by law.

12. This Court retains jurisdiction to amend this QDRO for the purpose of establishing or maintaining this QDRO as a Qualified Domestic Relations Order and/or to effectuate the parties' intentions.

13. The **[Participant/Alternate Payee]** shall promptly serve a copy of this QDRO upon the Plan Administrator or its duly authorized representative.

SO STIPULATED:

| | | | |
|---------------------------------------|---------------|-----------------------------------|---------------|
| _____ Alternate Payee | _____ Date | _____ Participant | _____ Date |
| _____ Alternate Payee's Counsel | _____ Date | _____ Participant's Counsel | _____ Date |

ENTER:

JUDGE

**TRANSMITTAL LETTER
PLAN INFORMATION**

[INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 LETTERHEAD]

Re: International Brotherhood of Electrical Workers
Local No. 117 Pension Plan (the "Plan")

Dear: _____:

Pursuant to your inquiry concerning the Plan, please find enclosed a copy of the Plan Domestic Relations Procedure together with the Plan Qualified Domestic Relations Order (Exhibit "B").

If you have any questions concerning the enclosed, please feel free to contact the undersigned.

Sincerely,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Plan Administrator

**TRANSMITTAL LETTER
AUTHORIZATION TO RELEASE PLAN INFORMATION**

[INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 LETTERHEAD]

(Participant Name and Address)

Re: International Brotherhood of Electrical Workers
Local No. 117 Pension Plan (the "Plan")

Dear: _____:

Enclosed please find a copy of the recent inquiry received regarding your Plan benefit. We have forwarded the Plan Qualified Domestic Relations Order Procedure with applicable attachments to the inquirer. Enclosed is an Authorization to Release Plan Information (Exhibit "A") which is required before any information regarding your benefit can be released (except to a prospective Alternate Payee who has provided sufficient information to us that reasonably establishes that the information is requested in connection with a domestic relations proceeding.) If you want this information released, please complete, sign and return the Authorization.

Further, please note that we have placed a "freeze" on your benefit because we have received notice that a domestic relations order may be or is pending and we believe that your benefit may become subject to a qualified domestic relations order ("QDRO").

Sincerely,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Plan Administrator

**TRANSMITTAL LETTER
PURPORTED QDRO TO PARTICIPANT**

[INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 LETTERHEAD]

(Participant Name and Address)

Re: International Brotherhood of Electrical Workers
Local No. 117 Pension Plan (the "Plan")

Dear: _____:

Enclosed please find a copy of a document which purports to be a Qualified Domestic Relations Order affecting your interest in the Plan.

Pursuant to the Plan Qualified Domestic Relations Procedure, you have fifteen (15) days from the date of this letter to object to this order.

Accordingly, kindly notify the undersigned at the address and telephone number listed, as soon as possible if you have any objections to this order.

If you have no objections to this order or fail to advise the Plan of any such objections, the Plan will notify you if it has accepted the order and has adjusted your interest in the Plan accordingly. If you have any other questions, please direct them to the undersigned.

Sincerely,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Plan Administrator

cc: Trustees
Plan Counsel

ACKNOWLEDGMENT LETTER

[INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 LETTERHEAD]

Re: International Brotherhood of Electrical Workers
Local No. 117 Pension Plan (the "Plan")

Dear: _____:

This letter will acknowledge the receipt by the Plan of an order, dated _____, 20__, which purports to be a Qualified Domestic Relations Order (QDRO) concerning the interest of _____, a Participant in the Plan.

Pursuant to the procedures established under the terms of the Plan for handling QDROs, a copy of this letter will be furnished to the Participant concerned and to any Alternate Payee under any prior QDRO concerning the Participant.

We have enclosed a copy of the Plan Domestic Relations Procedure. As you can see, the Participant concerned has fifteen (15) days from the mailing of this order to raise an objection thereto unless the Participant, by signing the order, has by its terms waived the right to notice and objections. If the order follows the Plan QDRO included in the procedure and no objection is received from the Participant, a former Alternate Payee, if any, and no other objection is raised to the order by the Plan Administrator or Plan legal counsel, the Plan Administrator will acknowledge acceptance of the order and advise you of the steps taken by the Plan to comply therewith as soon as practicable.

If the order does not follow the Plan QDRO, Plan legal counsel will contact you concerning the status of the order. The Plan Domestic Relations Procedure requires the Plan to charge the Participant for any costs incurred by the Plan in complying with the order or determining its qualified status unless the order follows the Plan QDRO. Accordingly, if you wish to avoid such additional costs, kindly notify the undersigned as soon as possible so that we can avoid additional costs on your behalf.

If you have any questions concerning the enclosed, please contact the undersigned.

Sincerely,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Plan Administrator

cc: Trustees
Plan Counsel

ACCEPTANCE OF ORDER

[INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 117 LETTERHEAD]

Re: International Brotherhood of Electrical Workers
Local No. 117 Pension Plan (the "Plan")

Dear: _____:

This letter will acknowledge the receipt of a certified copy of an order dated _____, issued by the _____ Court of _____ County, _____, which purports to be a "Qualified Domestic Relations Order" (QDRO).

Upon review of the order, and pursuant to the terms of the Plan Domestic Relations Procedure, please be advised that the Plan accepts said order as a QDRO within the meaning of Section 414(p) of the Internal Revenue Code of 1986, as amended.

You are hereby further advised that the Plan Administrator has directed that representatives of the Plan take such steps as are presently necessary to comply with the terms of said order. Confirmation of compliance with said order will be mailed to you in due course.

If you have any questions concerning the enclosed, please contact the undersigned.

Sincerely,

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 117 PENSION PLAN**

By: _____
Plan Administrator