

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,)
)
and)
)
_____,)
)
Respondent.)

NO. _____

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. 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.

12. 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