

SUPERIOR COURT OF THE STATE OF _____

IN AND FOR THE COUNTY OF _____

In re the Marriage of:

Case No. _____

Petitioner,

and

Respondent.

IBEW LOCAL 332 PENSION PLAN
PART A and IBEW LOCAL 332
PENSION PLAN PART B,
Claimants.

QUALIFIED DOMESTIC
RELATIONS ORDER

Pursuant to the Judgment of Dissolution of Marriage entered herein on

_____ and with the agreement of the parties as to the provisions in this Order,

IT IS HEREBY ORDERED as follows:

1. The purpose of this Order is to dispose of the respective interests of

_____ (Employee) and _____ (Spouse) in the community

property portion of benefits payable to Employee by the IBEW LOCAL 332 PENSION PLAN

PART A (Part A) and by the IBEW LOCAL 332 PENSION PLAN PART B (Part B).

This Order is intended to satisfy the requirements of the Employee Retirement Income Security Act ("ERISA") concerning Qualified Domestic Relations Orders ("QDRO"), as provided in ERISA Section 206(d)(3) and Internal Revenue Code Section 414(p).

2. The name, mailing address, phone number, Social Security number and date of birth of each party is:

Employee (Plan Participant):

Name: _____

Address: _____

Phone: _____

Social Security No.: Provided Under Separate Cover

Date of Birth: Provided Under Separate Cover

Spouse (Alternate Payee):

Name: _____

Address: _____

Phone: _____

Social Security No.: Provided Under Separate Cover

Date of Birth: Provided Under Separate Cover

The parties agree to notify the Plans of any change in address, name change and/or the death of the other party.

3. Plan Administrator shall mean IBEW Local 332 Pension Plan, Parts A and B, c/o

United Administrative Services, P.O. Box 5057, San Jose, California 95150-5057.

4. Spouse is acknowledged to have an ownership interest in the benefits payable to Employee by Part A and by Part B equal to one-half the Community Benefit.

5. The Community Benefit is the portion of the benefit payable by each Plan which is attributable to Employee's employment during the marriage. For purposes of calculating the Community Benefit, the period of the marriage is the period from _____ to _____.

For purposes of this QDRO:

a. If the marriage was on or before the 15th of a month, the parties will be considered married the entire month.

b. If the marriage occurred after the 15th of a month, the parties will not be considered married that month.

c. If the separation was on or before the 15th of a month, the parties will not be considered married that month.

d. If the separation was after the 15th of a month, the parties will be considered married for the month.

6. The Community Benefit under Part A shall be calculated by multiplying the total benefit payable to Employee by a fraction. The numerator of the fraction is the total years during the marriage for which Employee receives credit under Part A. The denominator is the total years for which Employee receives credit under Part A. This calculation shall be performed as of the date when benefit payments to the Spouse are to begin, in accordance with the terms of the Pension Plan in effect at that time. Such payments shall be determined by taking into account only benefits actually accrued and not taking into account any subsidy for early retirement,

unless Employee has retired and is currently receiving a subsidy.

7. Spouse's share shall not include amounts paid to Employee on account of disability, except to the extent that such benefits would have been payable to Employee as retirement benefits based on longevity. The Court shall reserve jurisdiction in the event of a dispute as to the characterization of any payment which is based on the disability of Employee.

8. In the event of Spouse's death prior to the commencement of benefit payments to Spouse, Employee's benefits under Part A shall be paid as if this order did not exist.

9. In the event of Employee's death prior to the earlier of (1) Employee's retirement and (2) the commencement of payments by Part A to Spouse pursuant to this order, Spouse shall be entitled to receive one-half the community property portion of the qualified pre-retirement survivor annuity payable by Part A. To the extent necessary to allow payment of this benefit, Spouse shall be deemed to be the surviving spouse of Employee.

10. The Community Benefit under Part B shall consist of all employer contributions earned by the Employee during the marriage, plus net investment earnings credited to Employee's benefit account under the terms of the Plan. Pursuant to this Order, Spouse shall be entitled to receive one-half the Community Benefit, plus a pro rate share of net investment income for the period from the date her share is determined until the date payment is made.

11. Provided that Part B accepts this Order as a Qualified Domestic Relations Order, Part B shall establish a separate benefit account in the name of Spouse. Spouse's interest in Employee's account shall be transferred to the new account. Following such transfer Spouse shall receive the same reports and statements and shall have the same rights with respect to his or her benefit account as do other participants under the terms of the Part B Plan, except to the extent that such rights are limited by the terms of this Order.

12. Upon establishment of Spouse's separate account as described in paragraph 11, Spouse shall have total control over such account to the extent allowed by the Plan, including the right to designate beneficiaries if allowed by the benefit option selected. Employee will have no interest in Spouse's Account. Similarly, Employee shall have total control over his/her remaining interest in Part B. Spouse will have no interest in such remaining balance, as a future beneficiary before or after Employee's death or otherwise.

13. The death of Employee or Spouse shall have no effect on the amount payable to Spouse by Part B.

14. Part B charges an administrative fee for processing this Order; such fee shall be allocated between the parties equally.

15. Benefits not allocated to Spouse pursuant to this Order are the separate property of Employee and are subject to Employee's disposition in accordance with the terms of the particular Plan.

16. Spouse shall be entitled to receive Spouse's share of the benefits payable by each Plan in any form permitted by that Plan at the time distribution is made, except a joint and survivor annuity.

17. Spouse shall be entitled to begin receiving payments pursuant to this Order at any time on or after the earliest date on which Employee would be eligible for a distribution under the terms of the Plan, subject to the completion by Spouse of an application for benefits in the form and manner required of all participants in that Plan.

18. Notwithstanding any provision hereof to the contrary, in no event shall this Order be interpreted as requiring the Plans to do any of the following:

- a. Require payment of benefits to Spouse or other alternate payee which are

already required to be paid to another alternate payee under a prior QDRO.

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

c. Require the Plans to provide any type or form of benefits or any option not otherwise provided under the Plans.

19. Terms not specifically defined in this Order shall have the meanings as defined in the Plan(s).

20. Inadvertent Payments. In the event that Part A or Part B inadvertently or otherwise (a) pays to Spouse any benefits that are payable to Employee, or (b) pays to Employee any benefits that are payable to Spouse, the party wrongly receiving the payment ("Mistaken Recipient") shall be deemed a constructive trustee of said amounts for the benefit of the party that should have received the payment ("Rightful Recipient"). The Mistaken Recipient shall pay be responsible for paying such amounts to the Rightful Recipient. To the extent such payment is made, Part A, Part B, and the Plan Administrator shall be relieved of all liability and obligations with respect to such amounts.

Alternatively, the Mistaken Recipient may return the inadvertent payment to the Plan Administrator. Upon receipt, the Plan Administrator will issue to Mistaken Recipient an amended Form 1099, if necessary, so that he/she is not liable for any income taxes associated with the Rightful Recipient's benefits.

21. It is the intention of Spouse and Employee that this Order qualify as a QDRO. If any provision is determined to be inconsistent with the definition of a QDRO, this Order shall be amended as may be necessary to comply with such requirements.

22. Remarriage. The remarriage of either party shall not affect the disposition of

benefits provided herein.

23. No Prior Order. The parties certify that they are not aware of prior orders which may dispose of benefits hereunder.

24. Amendment. The Court retains jurisdiction over this matter to amend this Order as necessary.

25. Copy of Order to Trust Counsel. Counsel for the petitioner shall furnish the Plan's legal counsel with a copy of the Order file-endorsed by the Court Clerk approved by the Court, within 30 days of approval of this Order.

Dated: _____, 20__ _____

Attorney for Participant

Dated: _____, 20__ _____

Attorney for Alternate Payee

Dated: _____, 20__ _____

Participant

Dated: _____, 20__ _____

Alternate Payee

Dated: _____, 20__ _____

JUDGE OF THE SUPERIOR COURT