

SUPERIOR COURT OF THE STATE OF _____
IN AND FOR THE COUNTY OF _____

In re the Marriage of:)
)
)
_____)
Petitioner,)
)
and)
)
)
_____)
Respondent.)
_____)
IBEW LOCAL 332 PENSION)
PLAN PART A AND IBEW)
LOCAL 332 PENSION PLAN)
PART B)
Claimants.)
_____)

Case No. _____
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:

a. Employee (Plan Participant):

Name: _____

Address: _____

Phone: _____

Social Security No.: Provided under Separate Cover

Date of Birth: Provided under Separate Cover

b. 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. Employee has accrued benefits in the Plans, which are the community property of Employee and Spouse. Spouse is acknowledged to have an ownership interest in the benefits payable to Employee by Part A and Part B equal to one-half of 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 occurred after the 15th of a month, the parties will be considered married for the month.

6. From the monthly pension benefits otherwise payable to the Employee from Part A, this Order assigns to the Spouse an amount equal to fifty percent (50%) of the Community Benefit of such monthly pension benefits from Part A. The Community Benefit under Part A

shall be determined by multiplying such monthly pension benefits by a fraction. The numerator of the fraction is the total years during the marriage for which Employee received credit under Part A. The denominator is the total years for which Employee received credit under Part A.

7. Payments to Spouse from Part A may commence on the first of the month following the month the Order is deemed qualified by Part A.

8. Spouse's share shall not include amounts paid to Employee on account of disability, except to the extent 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.

9. Since Employee retired and began receiving payment of pension benefits from Part A prior to entry of this Order, Spouse shall receive payment of her share, as defined in paragraph 6, subject to the terms of the pension awarded to Employee and only so long as benefits are payable under that pension.

10. If Employee predeceases Spouse, benefits payable to Spouse by Part A pursuant to this Order shall cease. This Order shall in no way affect the disposition any survivor annuity elected by the Employee at the time of retirement.

11. If Spouse predeceases Employee, Spouse's portion of Employee's benefits under Part A shall revert to Employee.

12. 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 rata share of net investment income for the period from the date her share is determined until the date payment is made.

13. 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 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.

14. Upon establishment of Spouse's separate account as described in paragraph 13, 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.

15. Spouse shall be eligible to begin receiving benefits from Part B pursuant to this Order at any time after Part B accepts this order as a Qualified Domestic Relations Order, subject to the completion by Spouse of an application for benefits in the form and manner required of all participant in the Plan.

~~16. The death of Employee or Spouse shall have no effect on the amount payable to Spouse by Part B.~~

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

18. Any benefits under the Plans not specifically given to Spouse pursuant to this Order shall be the sole and separate property of Employee.

19. 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 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 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 benefit or any option not otherwise provided under the Plans.

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

21. 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 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.

22. It is the intention of the Spouse and Employee that this Order qualifies 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.

23. Remarriage. The remarriage of either party shall not affect the disposition of benefits provided herein.

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

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

26. 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 Employee

Dated: _____, 20__ _____
Attorney for Spouse

Dated: _____, 20__ _____
Employee

Dated: _____, 20__ _____
Spouse

Dated: _____, 20__ _____
JUDGE OF THE SUPERIOR COURT