

**SEPARATE INTEREST QUALIFIED DOMESTIC RELATIONS ORDER
(N.E.C.A. LOCAL 145 I.B.E.W. PENSION FUND)**

The following language is provided as a service of sample language which has been previously found to be acceptable by the Fund Administration. Practitioners are not bound or obligated to incorporate such language. However, qualification of the Order is expedited if this language is used. Please insert any heading or caption of your case as necessary depending upon your local jurisdiction. Formal submission requires a certified copy from the Court.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Effect of This Order as a Qualified Domestic Relations Order. This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer sponsored defined benefit pension plan that is qualified under Section 401 of the Internal Revenue Code (the "Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d)(3) of ERISA.

2. Participant Information: The name, last known address, social security number and date of birth of the plan "Participant" is:

Name:

Address:

Social Security Number:

Birth Date:

3. Alternate Payee Information: The name, last known address, social security number and date of birth of the "Alternate Payee" is:

Name:

Address:

Social Security Number:

Birth Date:

The Alternate Payee shall have the duty to notify the plan administrator in writing of any changes in mailing address subsequent to the entry of this Order.

4. **Date of Marriage/Dissolution:** The date of the parties' marriage was _____ . The parties were divorced on _____ .

5. **Plan Name:** The name of the Plan to which this Order applies is the N.E.C.A. **LOCAL 145 I.B.E.W. PENSION FUND** (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order.

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____ .

7. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the Order of Dissolution of Marriage between Participant and Alternate Payee.

8. **Amount of Alternate Payee's Benefit:** This Order assigns to Alternate Payee an amount equal to the actuarial equivalent of _____% of the Marital Portion of the Participant's Accrued Benefit under the Plan as of the date of divorce. The Marital Portion is a fraction the numerator of which is the number of months of the Participant's participation in the Plan earned during the marriage and the denominator of which is the total number of months of the Participant's participation in the Plan as of the date of divorce.

9. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee shall be eligible to commence benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit options permitted under the terms and provisions of the Plan, other than a Qualified Joint & Survivor Annuity with a current spouse as the beneficiary. If the Participant should die prior to the earlier of commencement of benefits to the Alternate Payee or the Participant, then no benefits would be paid to the Alternate Payee under this paragraph.

The form of benefit elected by the Alternate Payee is to be based on the life expectancy of such Alternate Payee. Any actuarial adjustment which might be necessary to convert Alternate Payee's benefits to one based on the Alternate Payee's lifetime shall be applied to the Alternate Payee's benefits.

Should any early commencement reduction be necessary in the event that the Alternate Payee commences benefits prior to Participant's Normal Retirement Date, then such reduction shall be applied to Alternate Payee's benefits in an actuarial equivalent manner.

Alternate Payee shall have no rights with respect to Participant's election of form of payment or date of commencement of Participant's portion of the Accrued Benefit.

10. Treatment of Alternate Payee as Surviving Spouse for Purposes of Determining Qualified Preretirement Survivor Annuity as such Term is defined in Section 417 of the Code: In the event that the Participant predeceases the Alternate Payee prior to the date of benefit commencement to either the Participant or the Alternate Payee, such Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing Alternate Payee's entitlement to receipt of the monthly preretirement death benefit payable under the Plan. For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as enumerated in Sections 401(a)(11) and 417(d) of the Code and as may be required under the provisions of the Plan.

This designation applies only to the extent of the Marital Portion of the Participant's Accrued Benefit as of the date of divorce. If Participant is remarried at death, this designation preempts the current spouse's right to any preretirement surviving spouse death benefits that are attributable to the marital Portion of the Participant's Accrued Benefit determined as of the date of divorce.

11. Death of Alternate Payee: If Alternate Payee predeceases Participant prior to the commencement of the Alternate Payee's benefits, the actuarial value of the Alternate Payee's portion of Participant's benefits, as stipulated herein, shall revert to the Participant. Should the Alternate Payee predecease the Participant after the Alternate Payee's benefit commencement date, then such remaining benefits, if any, will be paid in accordance with the form of benefit elected by such Alternate Payee.

12. Savings Clause: This Order is not intended, and shall not be construed in such a manner as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) to require the payment of any benefits to the Alternate Payee that is required to be paid to another alternate payee under another order that was previously deemed to be a QDRO.

13. Certification of Necessary Information: All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the plan administrator of such information as the plan administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

14. Continued Qualified Status of Order: It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Code, as it may be amended from time to time, and that the plan administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

15. Tax Treatment of Distributions Made Under this Order: For purposes of Sections 402(a)(1) and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

16. Constructive Receipt: In the event that the Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent of such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

17. Continued Jurisdiction: The court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.

18. Effect of Plan Termination: In the event that the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guarantee Corporation ("PBGC"), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.