

IN RE THE MARRIAGE OF:)
)
 Plaintiff.)
)
 vs.)
)
)
 Defendant.)

QUALIFIED DOMESTIC RELATIONS ORDER

THIS CAUSE, coming before this Court for the purpose of entry of a Qualified Domestic Relations Order (“QDRO”) as that term is defined in 29 U.S.C. §1056(d)(3); the parties being married to each other on _____; the judgment of dissolution being entered on _____; the Court, having jurisdiction over the parties, the dissolution of marriage action, and the subject matter hereto; the Court being fully advised in the premises; and the parties agreeing to the disposition of marital property interest in the IBEW-NECA CONDUIT 401(K) PLAN pursuant to and in compliance with the Retirement Equity Act of 1984,

IT IS HEREBY ORDERED AS FOLLOWS:

- A. It is the intention of the parties and the Court that this Order shall qualify and be deemed a QDRO as defined in Section 414(p) of the Internal Revenue Code of 1986, as amended, and Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).
- B. The following definitions shall apply for the purposes of this Order.
 - 1. “Participant” shall mean (*insert complete name*), whose current mailing address is (*insert complete mailing address*), who was born on (*insert complete date*), and whose Social Security number is (*insert complete number*).
 - 2. “Alternate Payee” shall mean (*insert complete name*), whose current mailing address is (*insert complete mailing address*), who was born on (*insert complete date*), and whose Social Security number is (*insert complete number*).
 - 3. “Plan” shall mean the IBEW-NECA CONDUIT 401(K) PLAN, hereinafter referred to as the Plan.
 - 4. “Plan Administrator” shall mean the Board of Trustees of the IBEW-NECA CONDUIT 401(K) PLAN.
 - 5. “Administrative Office” shall mean the Office of the IBEW-NECA

Benefits Administration Association located at 2120 Hubbard Ave.,
Decatur, IL 62526.

This Order hereby creates and recognizes the existence of the Alternate Payee's right to receive (insert all or a portion) of the benefits payable to the Participant from the Plan as set forth below: (*The following is merely an example of different methods of dividing retirement benefits under the Plan; the advice of legal counsel or another qualified expert should be sought before determining whether it is applicable.*)

- C. (1) The Alternate Payee is hereby awarded from the Plan as (*insert his or her*) sole and separate property (insert percentage) percentage of the Participant's account balance in the Plan as of this _____ day of the month of _____, 20____. [*Alternate Provision: The Alternate Payee is awarded from the Plan as his or her sole and separate property the sum of (insert specific dollar amount).*]
- (2) The Alternate Payee's distribution shall be made in the form of a lump-sum payment, which shall be distributed as soon as administratively feasible after the approval of this Order as a QDRO and upon receipt by the Administrative Office of a properly completed application from the Alternate Payee.
- D. The Participant and the Alternate Payee shall each be responsible for his or her own federal, state, and local income taxes or other taxes attributable to distributions from the Plan that are received by the Participant and the Alternate Payee, respectively.
- E. The parties shall cause a copy of this Order to be served on the Plan Administrator at the Administrative Office for the Plan forthwith. This Order shall remain in effect until further order of this Court, or its terms and obligations have been discharged by the distribution of benefits from the Plan. Both the Participant and Alternate Payee have the duty to notify the Plan in writing of any changes in his or her respective mailing address subsequent to the entry of any Judgment of Dissolution of Marriage, dissolving the marriage of the parties.
- F. Nothing contained in this Order shall be construed to require the Plan to:
- (1) Provide to the Alternate Payee any type or form of benefit or any option not otherwise available to the Participant under the Plan.
- (2) Provide to the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
- (3) Pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined by the Plan to be a QDRO.
- G. In the event the Plan does not approve the form of this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of order acceptable to

the Plan.

- H. This Court retains jurisdiction to enforce, revise, modify, or amend this Order insofar as necessary to establish or maintain its qualification as a QDRO or to amend this Order for other reasons, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require the Plan to provide any benefit not otherwise provided by the Plan.
- I. It is the intention of the parties that the provisions of this Order shall qualify and be deemed a QDRO, as defined in Section 414 of the Internal Revenue Code of 1986, as amended, and that they shall be so construed and amended from time to time as may be necessary to comply with the requirements for this Order to be deemed a QDRO.
- J. If the Plan inadvertently pays to the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this order, the Participant will immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Alternate Payee within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee shall immediately reimburse the Participant. In either case, the Alternate Payee must make reimbursement to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to either the Plan or the Participant within ten (10) days of receipt.

- K. All payments made pursuant to this order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan or the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.
- L. Any costs associated with the administration by the Plan Administrator to effectuate the terms and provisions of this QDRO shall be paid equally by the Participant and the Alternate Payee or shall be deducted in equal parts from the benefits to the Participant and the Alternate Payee.
- M. The Participant and the Alternate Payee shall hold the Plan and its sponsors and fiduciaries harmless from any liabilities arising from this QDRO, including all reasonable attorney's fees which may be incurred in connection with any claims that are asserted because the Plan honors this QDRO.

ENTERED this _____ day of _____, 20_____.

JUDGE

Approved as to Form and Content:

Participant

Date

Attorney for Participant

Date

Alternate Payee

Date

Attorney for Alternate Payee

Date