

IN THE _____ COURT OF _____ COUNTY
FOR THE _____ JUDICIAL DISTRICT
OF THE STATE OF TENNESSEE

Plaintiff

vs.

No. _____

Defendant.

QUALIFIED DOMESTIC RELATIONS ORDER

This cause came to be heard before the Honorable _____, upon the request of the parties that this Court issue a Qualified Domestic Relations Order (hereinafter "QDRO") pursuant to a Final Decree of Divorce, entered in this cause on _____, _____, so as to effectuate a division of the benefits held in Defendant's name in the NECA-IBEW MEMPHIS RETIREMENT PLAN.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. This QDRO creates and recognizes the existence of the Plaintiff's/Defendant's, (hereinafter "Alternate Payee") right to receive a portion of the Defendant's/Plaintiff's (hereinafter "Participant") total individual Account Balance accumulated under an employer sponsored defined contribution plan which is qualified under Section 401 of the Internal Revenue Code (hereinafter "Code") and the Employee Retirement Income Security Act of 1974 hereinafter ("ERISA"). It is intended to constitute a QDRO under Section 414(p) of the Code and Section 206(d)(3) of ERISA.

2. The full name, address, birth date and Social Security number of the Participant are:

_____	_____
Participant	Birth Date
_____	_____
_____	Social Security Number

Participant's Address	

3. The full name, address, birth date and Social Security number of the Alternate Payee are:

_____	_____
Alternate Payee	Birth Date
_____	_____
_____	Social Security Number

Alternate Payee's Address	

4. Name of Plan: The name of the Plan to which this QDRO applies is the NECA-IBEW Memphis Retirement Plan. Further, any successor plan to the NECA-IBEW Memphis Retirement Plan (hereinafter "Plan") shall also be subject to the terms of this QDRO.

5. Legal Authority: This QDRO is entered pursuant to the authority granted in

Tenn.

Code Ann. Section 36-4-121 as it relates to the provision of the martial property rights of the Participant and Alternate Payee under the terms of a Final Decree of Divorce.

6. Amount of Alternate Payee's Benefit: This Order assigns to Alternate Payee an amount equal to _____%¹ of the Participant's Total Account Balance accumulated under the Plan as of the Plan's most recent Valuation Date which occurred on or before May 31, 2004². Such Total Account Balance shall include amounts that have accumulated under all of the various accounts and/or sub-accounts established and maintained under the Plan on behalf of the Participant.

7. Commencement Date and Form of Payment to Alternate Payee: The Alternate Payee

shall be paid his/her benefits as soon as administratively feasible following the date this QDRO is deemed as QUALIFIED by the Plan Administrator, or at the earliest date permitted under the Plan, if later. Benefits will be payable to the Alternate Payee in the form of a one time, lump sum, cash payment, if such form of payment is a permissible option under the terms of the Plan.

8. Alternate Payee's Right to Direct Plan Investments: On and after the date that this QDRO is deemed to be QUALIFIED, but before the Alternate Payee receives his/her distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges

¹ There are several options on how to apportion an Alternate Payee's benefit. Please see U.S.C. 29 § 1056(d)(3)(A).

² Always check with the Plan Administrator for the last valuation date prior to entry of the Decree and value of Participant's account on that date. You may use any date as long as it is agreed upon by the parties.

that are afforded to active Participants, including, but not limited to the rules regarding withdrawals and distributions and the right to direct his/her Plan investments to the extent permitted under the Plan.

9. 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, or any option, not otherwise provided under the terms of the Plan;
- a. To require the Plan to provide increased benefits determined on the basis of actuarial value; or
- b. To require the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order deemed to be a QDRO.

10. For the purposes of Section 205 of ERISA, the Alternate payee **shall/shall not** be treated as the “surviving spouse” of the Participant, as such term is used in Section 205 with regard to a Qualified Joint and Survivor Annuity or Qualified Pre-retirement Survivor Annuity and **shall/shall not** be entitled to the rights afforded the surviving spouse under Section 205.³

11. Certification of Necessary Information: All payments made pursuant to this QDRO

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 establish any separate account(s) in the name of the Alternate Payee should such

³ Whether the former spouse shall be treated as the “surviving spouse” if the Participant dies is a decision to be made by the parties to the QDRO. In addition, the former

account(s) be necessary in the judgment of the Plan Administrator and in order for the Plan Administrator to make the necessary calculation of the benefit amount contained therein.

12. Continued Qualified Status of QDRO: It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue 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 QDRO at the time benefits become payable hereunder.

13. Tax Treatment of Distributions Made Under the QDRO: The Participant and Alternate Payee shall each be responsible for his or her own federal, state, and local income tax and any other taxes attributable to any and all payments made from the Plan which are received by the Participant and Alternate Payee, respectively.

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

15. Continued Jurisdiction: This Court shall retain jurisdiction with respect to this QDRO to the extent required to maintain the original intent of the parties as stipulated herein.

16. Effect of Plan Termination: In the event that the Participant's benefits, or any portion

spouse must meet . That decision must be stated in the QDRO.

thereof, become payable to the Participant as a result of a Plan termination or partial termination pursuant to Title IV of ERISA, then the Alternate Payee shall be entitled to commence his/her benefits immediately in accordance with the terms of this QDRO and in accordance with the termination procedures of the Plan and the Pension Benefit Guarantee Corporation ("PBGC"). Further, should the participants's benefits be reduced as a result of such termination or partial termination, then the amounts or otherwise payable to the Alternate Payee under this QDRO shall be reduced to the same extent and in the same ratio as the Participant's benefits are reduced.

JUDGE/CHANCELLOR

DATE: _____

Approved for Entry:

Attorney for Plaintiff

Attorney for Defendant