

DOCKET NO.: FA : SUPERIOR COURT
 :
 Plaintiff : Judicial District of
 :
 v. : FAMILY SESSION
 :
 Defendant. : DATE

DOMESTIC RELATIONS ORDER

AND NOW, on this _____ day of _____, 20____. it
 It appearing to the Court that:

This order shall be entered as a domestic relations order (“DRO”) under the domestic relations laws of Connecticut which specifically deal with alimony, maintenance payments or marital property rights between spouses; and further, pursuant to the State Employees Retirement Act (“SERA”), Chapter 66 of the Connecticut General Statutes. This Order is intended to provide and assign to an alternate payee (NAME) a portion of the retirement benefits payable to the member (NAME) under the State of Connecticut State Employees Retirement System (“SERS” or the “Plan”) as those benefits become due and payable under the terms of the Plan;

STATEMENT OF FACTS FOR COURT ORDERED ASSIGNMENT OF RETIREMENT BENEFITS:

A. Parties/Plan Information:

1. Member Information: The member is [full name] of [address, state, zip] who has a social security number of [#].
2. Alternate Payee Information: The Alternate Payee is [full name] of [address, state, zip] who has a social security number of [#] The Alternate Payee shall inform the retirement plan of all changes of address. The Alternate Payee acknowledges that failure to inform the retirement plan of a change of address may result in loss of benefits.
3. Plan Name: The Plan is the Connecticut State Employees Retirement System (“SERS”)
4. Plan Administrator: The Plan is administered by the State Employees Retirement Commission. This order shall be served upon the State Retirement and Benefit Services Division, Office of the State Comptroller, 55 Elm Street, Hartford, CT 06106. Attention: Nancy Wilson.
5. Marriage Information: The Alternate Payee and the Participant were married on [date] in [town, state]. Dissolution of their marriage was granted on [date].

B. Benefit Information

6. Agreement to Plan Provisions: The parties agree and acknowledge that benefits to the Alternate Payee will commence as such time the member retires and begins to receive monthly benefit payments from the plan. Unless otherwise stated, accrued benefits shall include all member contributions (if applicable) with credited interest. Benefit payments to the Alternate Payee will cease upon the death of the member, unless otherwise provided by an optional payment plan selected by the member at retirement. By reason of the decree dissolving the marriage of the parties, the alternate payee has become the former spouse of the member and cannot and shall not be treated as the spouse or surviving spouse of the member under the provisions of the plan. Benefit payments will cease upon the death of the Alternate Payee. All interest in and to the remaining plan benefits shall remain and belong to the member.

7. Benefit and Payment Option: (Choose a or b or c)

(a) SERS is directed to pay benefits to the Alternate Payee as a marital property settlement under the following formula: ___ % of the gross monthly benefit payable at the date of distribution to the Member.

OR

(b) SERS is directed to pay benefits to the Alternate Payee as a marital property settlement under the following formula: ___% of the gross monthly benefit payable at the date of distribution to the Member multiplied by the "service factor." The numerator of the service factor is ___ years (the number of years covered during the marriage period) and the denominator is the Member's total years of service covered by SERS and used in calculating the Member's benefit.

OR

(c) SERS is directed to pay benefits to the Alternate Payee as a marital property settlement under the following formula: \$_____ of the Member's gross monthly payment which was determined as of [date (date of dissolution or date of distribution, etc.)].

8. Duration of Benefit: Distribution of benefits to the alternate payee shall commence at such time as the plan participant retires and begins to receive monthly benefit payments from the plan.

OR

(b) [some other time]. *NOTE: A duration option other than life of the member is rarely approved. Any other option must be discussed with, and approved by, the Division prior to submission.*

9. Early Retirement Reduction **Select the statement that will apply**: The Alternate Payee's benefits **will/will not** be actuarially reduced if the member takes an early retirement or if benefits commence prior to the member's attainment of his/her normal retirement age.

10. Benefit Payment Option: The benefit payment option being selected is: *[list the specific benefit payment option such as straight life annuity or 10 year certain or skip if no option is being selected. If no option is selected, SERS will assume that the member is free to choose the benefit payment option.]*

AND

The Alternate Payee's benefits **will/will not** be actuarially reduced if the member chooses an optional payment plan for which the Alternate Payee will be the recipient of such benefits.

11. Contributions and Distributions: In the event that a lump sum amount regarding the member's contributions is available for distribution as a result of the member's withdrawal from service, retirement or as a result of death, the Alternate Payee will retain: *(Choose a or b – this paragraph is usually not applicable to Tier II members).*

(a) a _____% interest

OR

b) \$_____

of the member's account balances as of the date of the distribution with any credited interest that may have been earned on such balances. The Member shall be barred from requesting a refund of contributions upon termination of employment without the consent of the Alternate Payee.

C. **ADDITIONAL REQUIREMENTS**

F. Required Statements and Consent: The plan member and the alternate payee shall execute all documents necessary to provide and secure the alternate payee's benefits as ordered hereunder. The alternate payee agrees to provide the Division with all documents that may be necessary to effectuate payment of the benefit.

G. Taxes: The taxable portion and basis will be prorated to each respective recipient.

H. Member benefit information: In response to a reasonable request by the alternative payee, SERS is hereby authorized to release information about the Member's account, including but not limited to annual statements, benefit estimates, the Member's election of benefit option, and the Member's designation of beneficiary or contingent annuitant, to the Alternate Payee without the consent of the Member.

I. Plan Not Required: The parties agree and acknowledge that this Order does not require the Plan to:

- (a) Provide any type or form of benefit, or any option that is not otherwise provided under the provisions of the Plan; and/or
- (b) Provide increased benefits; and/or

- c) Make payment of benefits to the Alternate Payee that is required to be paid to any other Alternate Payee under an existing or previous Order.

J. Jurisdiction: The Court retains jurisdiction to amend this Order only for the purposes of establishing or maintaining its validity and enforceability under the Plan and for establishing or maintaining its qualification as a Qualified Domestic Relations Order as defined in Internal Revenue Code section 414(p)(11) and relevant State statutes.

K. Certified Copy: A court certified copy of this Order shall be mailed to the Plan Administrator. It will be the responsibility of the *[plaintiff or defendant]* to obtain and submit such an order to the Plan as soon as reasonably possible after the court has approved said order. It is acknowledged by the parties that the Plan cannot and will not make any payments to the Alternate Payee unless it receives and formally accepts a certified copy of the Order as a PADRO and furthermore, the Plan has no responsibility to obtain such a certified copy.

L. No Retroactive Payment: The parties understand and agree that pursuant to Paragraph K above, the Plan will only make payments to the Alternate Payee upon receipt of a certified order. If the Plan receives the certified order after the member has entered pay status, it will not make retroactive payment(s) of any type to the Alternate Payee. Payment to the Alternate Payee is only made on a prospective basis upon receipt of the certified order.

IT IS INTENDED by both parties and by the Court that this Order shall qualify as a Domestic Relations Order and that this Order will be deemed a qualified domestic relations order with regard to IRC Code 414(p) including Code Section 414(p) (11).

Signature of Alternate Payee

Signature of Member

Signature of Attorney for
Alternate Payee

Signature of Attorney for
for Member

APPROVED BY THE COURT

(Judge, Clerk, Ass't Clerk)