



PENSION APPRAISERS INC.

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**DOMESTIC RELATIONS ORDER CHECKLIST FOR THE
NEW YORK STATE & LOCAL RETIREMENT SYSTEM**

Option #1: Online - Answer questions at www.qdrodesk.com. Upon completion download the Order immediately. Unlimited Support 1-877-770-2270 (Toll Free) Cost - \$299. Pre-approval with the Plan Administrator may be available for an additional \$100 fee after an analyst in the office completes the free 9-point review process.

Option #2: In House - Complete this checklist and mail it with payment to Pension Appraisers. Our staff will prepare the Order and return it within 7-10 business days. Unlimited Support 1-800-447-0084 (Toll Free). Cost - \$495. You may opt in to our Pre-approval process on the last page for an additional \$50 fee.

1. REQUESTOR INFORMATION:

Name: _____

Firm Name: _____ (if you are an attorney)

Attorney ID (if applicable): _____ (if you are an attorney)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

E-mail Address: _____

If you are one of the Parties of the divorce who is represented by an attorney please provide your attorney's: (If you are an attorney and have already completed the section above please disregard.)

Name: _____

Attorney ID (if applicable): _____

Firm Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

E-mail Address: _____

Should the attorney's name and/or firm name, address and telephone number appear above the

Legal Caption? Yes No

If Yes:

_____ Attorney's Name _____ Firm's Name

Are you the (or, if attorney, who do you represent?):

_____ Plaintiff / Petitioner _____ Defendant / Respondent

Should we send a copy of the Order to opposing counsel? Yes No

If Yes:

Opposing Counsel's Name: _____

Firm Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

E-mail Address: _____

2. COURT INFORMATION:

Name of Court: _____

State: _____ County: _____

Division: _____ Court Assigned Case Number: _____

Which party is considered the plaintiff/petitioner?

_____ PARTNER 1 - The Participant: (Employee Spouse)

_____ PARTNER 2 - The Alternate Payee: (Non-Employee Spouse)

In addition to the Judge's, what signature lines should come at the end of the Order?

_____ None _____ Attorneys for Both Partners

_____ Both Partners Opposing Atty. Name: _____

3. PARTNER 1 - The Participant: (Employee Spouse)

Name of Participant: _____

Date of Birth: _____

Last Known Mailing Address: _____

City, State, Zip Code: _____

Phone: _____

Social Security Number: _____ Gender: ___ Male ___ Female

4. PARTNER 2 - The Alternate Payee: (Non-Employee Spouse)

Name of Alternate Payee: _____

Date of Birth: _____

Last Known Mailing Address: _____

City, State, Zip Code: _____

Phone: _____

Social Security Number: _____ Gender: ___ Male ___ Female

5. MISCELLANEOUS INFORMATION:

Should Social Security Numbers appear in the Order? ___ Yes ___ No

Marriage Date: _____

Are the Parties Divorced? ___ Yes ___ No If Yes: Date of Divorce: _____

Cut-off date for marital property rights: _____
(Cut-off date used to determine marital coverture fraction i.e. separation date, complaint date, or divorce date.)

Exact Plan Name: New York State & Local Retirement System

Date Participant Joined The Plan: _____

Is the Participant still employed? ___ Yes ___ No

If No: Termination Date: _____

Is the Participant retired and receiving retirement benefits? ___ Yes ___ No

If Yes: Retirement Date: _____

6. Percent or Dollar Amount of Participant's Monthly Retirement Allowance to be paid to the Alternate Payee?

Percent: ___% Or Dollar Amount: \$ _____

7. If the Alternate Payee will receive a percentage, how will the marital property component be determined? By a fraction, the numerator of which is the total number of months of the Participant's participation in the New York State & Local Retirement System during the marriage, and the denominator will be the total number of months of the Participant's participation in the New York State & Local Retirement System through (Check One):

Retirement * (Maujuskas Formula – NY; Marx Formula – NJ; Act 175 - PA)

Specific Date Which Is _____ *

* The date specified above determines the amount of the monthly benefit to be divided. If Retirement is checked, the monthly benefit will be calculated using the years of service and final average salary as of retirement. If a Specific Date is given, the previously mentioned factors will be those appropriate for that date.

8. If the Participant is retired: Has he/she chosen a special "Early Retirement" option that will provide increased retirement benefits through an early retirement subsidy?

Yes No

Should this early retirement subsidy be included in the benefits to be divided between the Participant and the Alternate Payee?

Yes No

9. Should the Former Spouse receive a pro-rata share of any Cost of Living Adjustments applied to the Participant's benefits?

Yes No

10. When will the Alternate Payee's benefits start? Benefits will commence to the Alternate Payee when the Participant actually retires or as soon as administratively feasible following the approval of this Order, which ever is later. (Only Option)

11. Form of Payment to the Alternate Payee: Benefits will be paid to the Alternate Payee on a monthly basis. (Only Option)

12. Death of the Alternate Payee Before Retirement: In the event of the death of the Alternate Payee before any retirement benefits have been received, the Alternate Payee's share of the Participant's benefits will revert to the Participant. (Only Option)

13. Death of the Alternate Payee After Retirement: In the event of the death of the Alternate Payee after any retirement benefits have commenced, the Alternate Payee's share of the Participant's benefits will revert to the Participant. (Only Option)

14. Should the Alternate Payee be considered the surviving spouse to the extent of the marital component if the Participant dies prior to retirement?

Yes* No

* The New York State & Local Retirement System will be instructed to pay the Alternate Payee his/her pro-rata share of the Ordinary Death Benefit to be determined in accordance with the formula set forth in items 6 and 7 of this Checklist.

15. Participant's Election of Benefits: The New York State & Local Retirement System offers its members a number of different options with respect to the manner in which they would like to receive their benefits. These different options determine the amount to be received by the Participant as a monthly benefit, and the amount to be paid as a Survivor Benefit to any and all of the designated beneficiaries. The following is a discussion of the different retirement options available to members of the New York State & Local Retirement System. Please select the option the Participant should be required to elect upon retirement.

Should the Alternate Payee receive a Survivor Benefit upon the Member's death?

Yes No

Tier 1: Joined prior to 7/1/73
Tier 2: Joined between 7/1/73 and 7/26/76
Tier 3: Joined between 7/27/76 and 8/31/83
Tier 4: Joined between 9/1/83 and 12/31/09
Tier 5: Joined between 1/1/10 and 3/31/12
Tier 6: Joined after 4/1/12

1.) Any Option the Participant Chooses to Elect

2.) Single Life Allowance (Option 0): (All Tiers) This option provides the maximum monthly retirement benefit for the lifetime of the Member. Upon the death of the Member, all benefits will cease and no benefits will be payable to any beneficiary.

Example: The Member receives a monthly benefit of \$1,800 for his/her lifetime. All benefits cease upon his/her death.

3.) Cash Refund-Contributions (Option 1/2): (This option is only available to members who have annuity savings contributions on deposit.) This option provides a benefit that is Slightly less than the maximum for the lifetime of the Member. Upon the death of the Member, the unused portion of his/her contributions will be payable to his/her beneficiary .

Example: The Member's total contributions and interest total \$25,000. He/she will receive a monthly benefit of \$1,700 for his/her lifetime. If the Member dies 1 year after retirement, the Plan will make a lump sum payment to

his/her beneficiary of \$4,600.

- ___ 4.) **Cash Refund-Initial Value (Option #1): (Tier 1 members only)** This option guarantees that if a Member dies prior to receiving monthly benefits that equal the total value of the retirement allowance at the time of his/her retirement, the balance will be paid to his/her beneficiary or estate.

Example: The value of the Member's total retirement allowance at the time of retirement is \$50,000. He/she is entitled to receive a monthly benefit of \$1,000 per month. The Member dies 2 years after retirement. Therefore, the sum of \$26,000 would be payable to his/her beneficiary or estate.

- ___ 5.) **Joint Allowance-Full*:** (All Tiers) This option would provide a monthly benefit that is less than the maximum for the lifetime of the Member. Upon the Member's death, the Plan would pay his/her beneficiary the same monthly benefit for the lifetime of the beneficiary. (Beneficiary designations are irrevocable. If the Member's beneficiary dies before the Member, all benefit payments would cease upon the death of the Member.)

Example: The Member would receive a monthly benefit of \$1,000 for his/her lifetime. Upon the death of the Member his/her beneficiary would receive monthly payments of \$1,000 for his/her lifetime.

- ___ 6.) **Joint Allowance-Half*:** (Tier 1 and 2 members only) This option would provide a monthly benefit that is less than the maximum for the lifetime of the Member. Upon the death of the Member, the Plan would pay his/her beneficiary one-half of the monthly benefit paid to the Member. This benefit would be paid for the lifetime of the beneficiary. (Beneficiary designations are irrevocable. If the Member's beneficiary dies before the Member, all benefit payments would cease upon the death of the Member.)

Example: The Member would receive a monthly benefit of \$1,500 per month. Upon the death of the Member, his/her beneficiary would receive monthly payments of \$750 for his/her lifetime.

- ___ 7.) **Joint Allowance-Partial*:** (Tiers 3, 4, 5 and 6 members only) This option would provide a monthly benefit that is less than the maximum for the lifetime of the Member. Upon the death of the Member, the Plan would pay his/her beneficiary a selected percentage of the monthly benefit paid to the Member. The percentage would be selected upon retirement. This benefit would be paid for the lifetime of the beneficiary. (Beneficiary designations are irrevocable. If the Member's beneficiary dies before the Member, all benefit payments would cease upon the death of the Member.)

Example: The Member would receive a monthly benefit of \$1,400 per month. Upon the death of the Member, his/her beneficiary would receive monthly payments that are equal to a selected percentage of the Member's monthly benefit.

- ___ 8.) **Pop-Up/Joint Allowance-Full*:** (All Tiers) This option would provide a monthly benefit that is less than the maximum for the lifetime of the Member. Upon the Member's death, the Plan would pay his/her beneficiary the same monthly benefit for the lifetime of the beneficiary. If the beneficiary would predecease the Member, the Member's monthly benefit would be increased to the amount he/she would have received assuming a Single Life Annuity (maximum benefit) was selected at retirement.

Example: The Member would receive a monthly benefit of \$1,000 for his/her lifetime. Upon the death of the Member his/her beneficiary would receive monthly payments of \$1,000 for his/her lifetime. If the beneficiary predeceases the Member, the Member's benefit would "pop-up" to \$1,800.

- ___ 9.) **Pop-Up/Joint Allowance-Half*:** (All Tiers) This option would provide a monthly benefit that is less than the maximum for the lifetime of the Member. Upon the Member's death, the Plan would pay his/her beneficiary one half of the monthly benefit for the lifetime of the beneficiary. If the beneficiary would predecease the Member, the Member's monthly benefit would be increase to the amount he/she would have received assuming a Single Life Annuity (maximum benefit) was selected at retirement.

Example: The Member would receive a monthly benefit of \$1,500 for his/her lifetime. Upon the death of the Member his/her beneficiary would receive monthly payments of \$1,500 for his/her lifetime. If the beneficiary predeceases the Member, the Member's benefit would "pop-up" to \$1,800.

- ___ 10.) **Five-Year Certain:** (All Tiers) The Member would receive a monthly benefit that is less than the maximum for the lifetime of the Member. If the Member dies prior to the completion of the 5 year period, his/her beneficiary would receive the same monthly benefit for the remainder of the 5 years.

Example: The Member would receive a monthly benefit of \$1,700 for his/her lifetime. If the Member dies 3 years after retirement, his/her beneficiary would continue to receive \$1,700 each month for the remainder of the 5 year period.

- ___ 11.) **Ten-Year Certain:** (All Tiers) The Member would receive a monthly benefit that is less than the maximum for the lifetime of the Member. If the Member dies prior to the completion of the 10 year period, his/her beneficiary would receive the same monthly benefit for the remainder of the 10 years.

Example: The Member would receive a monthly benefit of \$1,500 for his/her lifetime. If the Member dies 3 years after retirement, his/her beneficiary would continue to receive \$1,500 each month for the remainder of the 10 year period.

If the Retirement Option selected above provides a beneficiary with a Survivor Benefit, should the Alternate Payee be considered the beneficiary of that Survivor Benefit?

___ Yes ___ No

- ___ 12.) **Alternative Options:** If the options described here do not meet your needs, the plan will consider written requests for other payment methods. These requests must be outlined in detail by you and approved by the plan for legal and actuarial soundness. If you choose an alternative option, you must provide us with a detailed outline and written acceptance by the plan administrator of said detailed outline with this this form.

*If you elect this option, can designate only one beneficiary and you cannot change your designation after your

retirement. If your beneficiary is your spouse at the time of your death, he or she will be eligible for 50 percent of your COLA.

16. For an additional fee of \$50.00 should we submit the Order to the Plan Administrator for pre-approval?

_____ Yes _____ No If yes, we will submit the order to:

**Matrimonial Bureau
New York State and Local Retirement System
110 State Street - Mail Drop 7-9
Albany, New York 12244-0001**

17. Payment can be made by Check, Money Order or Credit Card.

Credit Card: _____ MC _____ Visa _____ Amex _____ Discover

Credit Card #: _____

Expiration Date: _____ / _____ CVV: _____

Name as it appears on the credit card: _____

Billing address of the credit card: _____

Checks and Money Orders should be made payable to Pension Appraisers, Inc.
PLEASE NOTE: Requests accompanied by personal checks will be held for two weeks to ensure that the check clears.
FAX THIS REQUEST FORM TO: 610-770-9342 (only if paying by credit card)
MAIL THIS REQUEST FORM TO: Pension Appraisers, Inc., P.O. Box 4396, Allentown, PA 18105