

STATE OF CONNECTICUT

DOCKET NO.: [REDACTED]

[REDACTED]  
SUPERIOR COURT

Amount: \$11.00

J.D. OF TOLLAND

List Total: \$0: \$11.00

v.

AT [REDACTED]

**QUALIFIED DOMESTIC RELATIONS ORDER**

WHEREAS, this Court has jurisdiction over plaintiff and defendant and the subject matter of this Order; and

WHEREAS, plaintiff, defendant, and the Court intend that this Order shall be a Qualified Domestic Relations Order ("QDRO") in accordance with Section 414(p)(11) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, this Order creates and recognizes the existence of Alternate Payee's right to receive a portion of Participant's benefit under the Plan, as those benefits become due and payable under the terms of the Plan, and is entered pursuant to the authority granted under the applicable domestic relations laws of the State of Connecticut, as they relate to the provision of marital property rights and further, pursuant to the State Employees Retirement Act ("SERA"), Chapter 66 of the Connecticut General Statutes; and

WHEREAS, the plaintiff and defendant have stipulated that the Court shall enter this Order;

NOW THEREFORE, this Order shall be entered pursuant to the Dissolution of Marriage Judgment signed and entered by the Court on [REDACTED].

STATEMENT OF FACTS FOR COURT ORDERED ASSIGNMENT OF RETIREMENT BENEFITS:

**A. Parties/Plan Information**

1. Member Information: Member is [REDACTED]

2. Alternate Payee Information: Alternate Payee is [REDACTED]

[REDACTED]. Alternate Payee shall inform the retirement plan of any changes of address. 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")

CERTIFIED COPY  
SEAL AFFIXED

BY [REDACTED]

CLERK [REDACTED]

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.

5. Marriage Information: Alternate Payee and Participant were married on [REDACTED], Connecticut. Dissolution of their marriage was granted on [REDACTED]

## **B. Benefit Information**

1. Agreement to Plan Provisions: The parties agree and acknowledge that Member has retired on a disability pension and is in pay status. By reason of the decree dissolving the marriage of the parties, Alternate Payee has become the former spouse of Member and cannot and shall not be treated as the spouse or surviving spouse of Member under the provisions of the Plan. Benefit payments to Alternate Payee will cease upon the death of Member unless Member has named Alternate Payee as a contingent annuitant with regard to the benefit. All interest in and to the remaining plan benefits shall remain and belong to Member.

2. Benefit Amount (Distribution Period): This Order assigns to Alternate Payee an amount equal to 50% of the marital portion of Member's monthly benefit earned as of the [REDACTED]. The parties' date of marriage is [REDACTED] and Participant's initial date of participation is [REDACTED], thus the entire benefit was earned during the marriage and the assigned percentage is 50%. Participant commenced disability pension payments effective [REDACTED] and the monthly retirement benefit accrued as of [REDACTED] as determined by the Plan Administrator is \$ [REDACTED], 50% of which is \$ [REDACTED]. This amount reflects a 100% contingent annuity option.

3. COLAs: Alternate Payee shall not be entitled to a pro-rata share of Member's cost-of-living adjustments (COLA), if a COLA will apply to Member's monthly benefit.

4. Duration of Benefit: Distribution of benefits to Alternate Payee shall commence as soon as administratively possible after this Order is approved by the Plan Administrator. Benefits shall normally be paid to Alternate Payee by check sent out on the last business day of each month or on a date specified by statute. Distribution of monthly benefits provided under this Order to Alternate Payee shall terminate upon the death of Member, except as provided in Paragraph 5 below.

5. Benefit Payment Option (Survivor Option): At the time of his disability retirement, Member elected a 100% survivor annuity naming Alternate Payee as the contingent annuitant. If Member predeceases Alternate Payee, Alternate Payee will receive 100% of the benefit being paid.

7. Disability Retirement. The parties agree that this Order applies to post-dissolution disability retirement benefits and SERS is directed to pay Alternate Payee the amount as provided in Section B, Paragraph 2 Benefit Amount (Distribution Period). The parties understand that a disability retirement benefit may be offset by receipt of a social security disability award or workers compensation benefit substantially reducing or even eliminating the

initial benefit. The parties understand that the monthly payment under a disability retirement may fluctuate based upon the receipt of Member of the aforementioned offsets and that Alternate Payee's and Member's total monthly retirement benefit payment may be adjusted in accordance with statutory offsets and plan provisions.

### C. Additional Requirements

1. Required Statements and Consent: Member and Alternate Payee shall execute all documents necessary to provide and secure Alternate Payee's benefits as ordered hereunder. Alternate Payee agrees to provide the Division with all documents that may be necessary to effectuate payment of the benefit.

2. Taxes: Member and Alternate Payee shall be separately responsible for income taxes attributable to payments received by each of them from the Plan. The taxable portion and basis will be prorated to each respective recipient.

3. Member Benefit Information: In response to a reasonable request by Alternative Payee, SERS is hereby authorized to release information about Member's account, including but not limited to annual statements, benefit estimates, Member's election of benefit option, and Member's designation of beneficiary or contingent annuitant, to Alternate Payee without the consent of Member. The parties note that much of this information may be disclosed by SERS in response to a Freedom of Information request.

4. 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 Alternate Payee that is required to be paid to any other alternate payee under an existing or previous Order.

5. 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.

6. Certified Copy: A court certified copy of this Order shall be mailed to the Plan Administrator. It will be the responsibility of the plaintiff 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 and furthermore, the Plan has no responsibility to obtain such a certified copy.

7. No Retroactive Payment: The parties understand and agree that pursuant to Paragraph 6 above, the Plan will only make payments to Alternate Payee upon receipt of a

certified order. If the Plan receives the certified order after Member has entered pay status, it will not make retroactive payment(s) of any type to Alternate Payee. Payment to Alternate Payee is only made on a prospective basis upon receipt of the certified order.

Accepted by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BY ORDER OF THE COURT**

\_\_\_\_\_  
Judge

\_\_\_\_\_

**Addendum to Qualified Domestic Relations Order**

**Member:**

- Name: [REDACTED]
- Date of Birth: [REDACTED]
- Social Security Number: [REDACTED]
- Current Address: [REDACTED]

**Alternate Payee:**

- Name: [REDACTED]
- Date of Birth: [REDACTED]
- Social Security Number: [REDACTED]
- Current Address: [REDACTED]

