



# TRS Guide to Domestic Relations Orders

## Contents

Part A: How to Obtain a DRO at TRS . . . . .	3
Part B: Qualified Pension Plan DRO Questions . . . . .	5
Part C: Tax-Deferred Annuity (TDA) Program DRO Questions . . . . .	7
Part D: DROs and Beneficiary Designations . . . . .	9
Appendix: Model Domestic Relations Order . . . . .	10

This guide is intended to answer the most common questions that are asked of TRS regarding Domestic Relations Orders (DRO) and to provide a basic overview of how TRS administers DROs.

This information is not intended to be comprehensive and is not legal or tax advice. This guide is based on TRS' current understanding of the applicable laws and the rules and regulations governing TRS, all of which are subject to change. This information is not intended to address any specific Member's DRO.

## Part A: How to Obtain a DRO at TRS

### 1. What is a DRO?

A Domestic Relations Order, or DRO, is a court order issued under a state's domestic relations law which details how the Member's Qualified Pension Plan (QPP) or Tax-Deferred Annuity (TDA) Program benefits are to be divided between the TRS Member and their former spouse, who is called the Alternate Payee. Among other requirements, a DRO cannot require TRS to provide any type or form of benefit or any option that is not otherwise offered under the plan.

### 2. What is the process for obtaining a DRO?

1. The parties, their attorneys or consultants should draft an unsigned DRO. This draft should be submitted to TRS at 55 Water Street, New York, NY 10041. In a cover letter or addendum to the submission, please include the Alternate Payee's full name, Social Security number, and date of birth.

Parties may fill out TRS' Model DRO and submit it for review as their draft DRO, but are not required to use this model. The Model DRO is attached as an Appendix to this Guide.

Failure to submit a draft DRO could result in additional court proceedings if the signed DRO is not administrable and could delay the Alternate Payee's receipt of benefits. Submitting a draft DRO does not place any restrictions on the Member's account.

2. TRS then reviews the draft DRO and responds by letter that either confirms that the draft is administrable or describes what sections of the DRO must be corrected.
3. Once TRS approves the draft DRO, the parties should submit it to the court for signature. TRS must then receive a court-certified copy of the signed DRO.
4. After receipt of the signed DRO, TRS will send a letter stating whether or not the signed DRO is administrable. If the DRO is administrable, TRS will begin implementing its terms and may place appropriate restrictions on the Member's account.

Please note that TRS' review of the draft and signed DRO is limited to whether it could be possible for TRS to implement the DRO. TRS assumes that the terms of the DRO it receives has been reviewed carefully by the parties before their submission to and adoption by the court.

### **3. I need information about the Member's benefits to draft my DRO. How do I request it?**

The fastest way for parties to obtain benefit information is for the Member to request it from TRS or print it from TRS' online portal, and then share it with the Member's former spouse.

Otherwise, the former spouse may obtain information about the Member's benefits by delivering the following to TRS:

1. A statement from the Member authorizing TRS to release the information. This authorization must: a) state that authorization applies to the Teachers' Retirement System of the City of New York; b) identify by name and address the party(ies) authorized to receive the information; c) specifically describe the information to be released; and d) be signed and notarized by the Member. Authorizations executed more than 12 months prior to the date on which information is sought are considered outdated and will not be honored by TRS.

**OR**

2. A subpoena signed by a judge that legally requires TRS to provide a party with the Member's account information.

### **4. Can I send my Judgment of Divorce or Separation Agreement to TRS in lieu of a DRO?**

No, TRS cannot implement the pension-related terms of a judgment of divorce or a separation agreement. TRS requires a Domestic Relations Order issued by a court to divide a pension benefit.

### **5. If a Member divorces, does TRS require that the Member's retirement benefits be divided?**

No. In the event of a divorce, the parties or the court decide whether to divide TRS retirement benefits. TRS never requires such a division.

### **6. Can I tell TRS to stop the Member from retiring or taking loans or withdrawals until my DRO is finalized?**

No, TRS will not restrict a Member's ability to retire or take loans or withdrawals based on notice of the preparation or submission of a draft DRO or correspondence stating that the Member is in the process of divorcing.

### **7. Does TRS accept amended DROs?**

Yes, TRS accepts amended DROs. If you submit an amended DRO, please ensure that it references the DRO that it is replacing. All amended DROs are subject to review by TRS for a determination of administrability. The process for obtaining an amended DRO is the same as described above for obtaining an initial DRO.

### **8. What if a payment to the Alternate Payee ordered by the DRO exceeds the available benefit?**

In such a case, TRS will distribute the available QPP benefit or TDA account to the Alternate Payee. TRS' approval of a draft or final DRO does not guarantee that the Member will be able to provide all the benefits to the Alternate Payee contemplated by the DRO.

### **9. Is TRS an ERISA plan?**

No, TRS is a governmental plan, and it is not subject to the "Qualified Domestic Relations Order" provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The spousal notification, spousal consent, and surviving spouse protections of ERISA do not apply to TRS plans. All rights given to an ex-spouse must be explicitly stated in the DRO in order to exist.

## Part B: Qualified Pension Plan DRO Questions

### 10. Does TRS require a specific formula to divide QPP benefits?

No, TRS does not require a specific formula. DROs may provide that the Alternate Payee's payment from the Member's monthly pension shall be a:

1. Specific dollar amount to be paid monthly;
2. Stated percentage of the Member's pension; or
3. Percentage of the Member's pension calculated using the *Majauskas* Formula

The *Majauskas* Formula was established by the New York State Court of Appeals in *Majauskas v. Majauskas*. This formula provides a former spouse with a portion of the Member's monthly retirement benefit intended to reflect the former spouse's portion of the retirement benefit that accrued during the marriage.

This formula is the *Member's monthly retirement benefit*  $\times$  a stated percentage (which is often 50%)  $\times$  a fraction in which the numerator is *the number of months of TRS service during the marriage* and the denominator is *the total number of months of TRS service at retirement*. Please note: TRS **does not** prepare present value calculations of Members' future benefits and cannot administer DROs that require present value calculations of Members' future benefits.

### 11. How do service purchases affect *Majauskas* Formula DRO calculations?

New York law allows Members to purchase credit for certain public service. Where the numerator of the *Majauskas* fraction is the service credit that has been accrued between two dates (such as the date of the marriage and the date of the commencement of the matrimonial action), TRS will only include credit for service which has been rendered between the two dates and, if purchased, has also been purchased by the Member between those two dates.

If the service was rendered outside the two dates or was purchased outside the two dates, it will not be included in the numerator. The Parties are free, however, to override these default rules by writing a specific numerator into the DRO.

It is the responsibility of the Member to alert TRS upon retirement of any subsequent service purchase that was rendered during the marital period that was not accounted for upon TRS' initial review of a DRO.

### 12. What kinds of Qualified Pension Plan (QPP) payment schedules can TRS implement?

QPP benefits are payable to an Alternate Payee on a monthly basis starting from the Member's retirement or TRS' processing of the signed DRO, whichever is later. TRS DROs cannot require the Member to retire on or by a particular date. Unless the Member chose a joint and survivor benefit at retirement and named the Alternate Payee as the survivor beneficiary, payments cease at the Member's death.

TRS cannot administer "separate interest" DROs that would permit the Alternate Payee to select their own retirement option or receive payments before the Member's retirement. TRS cannot provide lump sum payments from QPP funds to an Alternate Payee.

### **13. How does the advance payment period affect DRO payments?**

When a Member with a DRO that allocates QPP benefits to an Alternate Payee is on advance payment, TRS will withhold a flat percentage (usually 50%) from each advance payment installment. This withholding is generally not the percentage of the retirement allowance that will ultimately be paid to the Alternate Payee. During advance payment, the Alternate Payee does not receive a monthly benefit. Once the Member's retirement allowance is finalized, the Alternate Payee will receive a retroactive payment for their share of the finalized retirement allowance, calculated according to the formula stated in the DRO. This lump sum will be retroactive to the Member's retirement date or, if later, the date TRS implemented the DRO. Additionally, the Member will receive a lump sum that includes any of the withheld advance payments not payable to the Alternate Payee.

### **14. Will TRS make retroactive payments pursuant to a DRO?**

TRS will only make retroactive payments if a DRO explicitly requires retroactive payments and sets forth an administrable repayment schedule. This schedule must state the dollar value of the additional payment to the Alternate Payee and the number of months that TRS should make this payment. Retroactive provisions in DROs will only be implemented to the extent they are capable of administration by TRS.

### **15. How are taxes reported when an Alternate Payee receives QPP benefits?**

The share of a Member's retirement benefit paid to the Alternate Payee pursuant to a DRO is reported to the Internal Revenue Service as income paid to the Alternate Payee.

### **16. Are Members with DROs on file permitted to take QPP loans?**

Unless a DRO contains specific language prohibiting a Member from taking a QPP loan or transferring or encumbering their retirement benefit, TRS will place no restriction on the Member's right to obtain a loan.

### **17. Can unpaid QPP loans affect an Alternate Payee's benefits?**

If a Member fails to repay a loan from their QPP at the time of retirement, the Member's benefit is actuarially reduced at retirement to account for the fact that the unpaid balance of the loan has already been received by the Member. TRS is unable to segregate QPP loan balances between the Member and an Alternate Payee.

### **18. How does a DRO affect cost-of-living adjustments (COLA)?**

In general, when a DRO requires TRS to pay a percentage of the retiree's benefit to an Alternate Payee, TRS will use the same percentage to pay the Alternate Payee a share of any COLA as well, unless the DRO expressly provides that the Alternate Payee is not to share in the COLA.

Generally, when the DRO requires TRS to pay a specific dollar amount to the Alternate Payee, the Alternate Payee will not share in any COLA.

### **19. What happens if a Member with a DRO is entitled to a refund of contributions?**

Occasionally, a Member may be entitled to a refund of contributions due to tier reinstatement, withdrawal, transfer of membership, etc. An Alternate Payee will only be entitled to a portion of any such refunded contribution if the DRO specifically states that the Alternate Payee is entitled to their pro rata share of such refund. If the DRO is silent on the issue of a refund of contributions, the refund will be paid to the Member only.

## **20. What happens if a Member's pension is suspended?**

If the payment of a retiree's benefit is suspended due to a return to service, payment of the Alternate Payee's share of that benefit will cease as well.

## **21. What happens if an Alternate Payee dies before the Member retires?**

The Member should send TRS the Alternate Payee's death certificate as soon as it is available so that TRS does not issue pension payments to the Alternate Payee when the Member retires.

## **22. What happens if an Alternate Payee receiving part of the Member's pension predeceases the Member?**

- The Member should contact TRS to report the Alternate Payee's date of death as soon as possible.
- When informed of the death, TRS will suspend the Alternate Payee's benefits starting the month after the Alternate Payee's death. For example, if the Alternate Payee died in June and the death was reported to TRS in June, the Alternate Payee's payment would be suspended starting in July.
- The Member should then send the Alternate Payee's death certificate to TRS, so that TRS can restore the full retirement allowance to the Member. Upon restoration of the allowance, TRS will release any suspended payments to the Member. However, if the Alternate Payee's death is reported late, TRS may not be able to restore the Member's retirement allowance retroactively, because TRS might not be able to recover payments that were already disbursed.

## **23. What happens if a retired Member dies before the Alternate Payee?**

- Any retirement allowance payable to the Alternate Payee should stop as of the Member's date of death.
- If the Member's death was reported late or after payroll closed, the Alternate Payee will need to return any payments issued for periods after the Member's death.

## **Part C: Tax-Deferred Annuity (TDA) Program DRO Questions**

### **24. What forms need to be submitted to disburse a TDA DRO award?**

The Alternate Payee should complete and submit the "Alternate Payee's TDA Direct Rollover Form" (code LE25), which is used to identify the account that will receive the rollover. TRS will send this form to the Alternate Payee when TRS approves the signed DRO. Additionally, the form is available on TRS' website at the above link.

### **25. When does TRS make TDA distributions awarded by a DRO?**

Alternate Payees must take TDA distributions immediately after the DRO is approved, whether the Member is in service or retired. The withdrawal must be a lump sum unless the Member's TDA account is already annuitized, in which case the payments must be monthly, like a QPP DRO award. Once TRS receives rollover instructions, processing the distribution takes approximately 30 to 60 calendar days. Some of the processing time is due to our need to wait for the monthly valuation of certain TDA assets.

**26. Does TRS require a specific formula to divide TDA benefits?**

TRS can administer several methods to calculate a TDA distribution to the Alternate Payee, including a specific dollar amount or a specific percentage of the TDA at the time of distribution or some other time specified in the DRO.

TRS advises that any calculation used be as straightforward as possible and that all parties thoroughly understand the details of their specific calculations, including the effect of including gains or losses. TRS encourages the parties to agree on any calculations in advance and to submit their result to TRS as a specific dollar amount to be awarded to the Alternate Payee.

**27. Can TRS provide an estimate of the Alternate Payee's expected TDA distribution?**

TRS cannot provide TDA rollover estimates after TRS receives a signed DRO.

**28. How does TRS calculate gains and losses for the purpose of a TDA DRO award?**

Some TDA DROs state that the Alternate Payee should receive a dollar amount plus investment gains and losses on that sum over a specified period. When TRS receives a DRO with this provision, we calculate gains and losses using the following methodology. TRS:

- (1) Looks up the Member's TDA investment allocation as of the beginning of the gains-and-losses period;
- (2) Apportions the Alternate Payee's starting TDA award between the investment options based on the Member's asset allocation as of the beginning of the gains-and-losses period; and
- (3) Calculates how such a TDA portfolio would have performed through the end of the gains-and-losses period.

**29. To what kind of account does TRS pay the TDA DRO award?**

Generally, TRS rolls over TDA awards to a qualified retirement account belonging to the Alternate Payee. TRS requests that Alternate Payees provide rollover instructions to facilitate the distribution. However, TRS reserves the right to process TDA withdrawals pursuant to the terms of a signed DRO by making a direct payment, should the Alternate Payee fail to provide rollover information.

TRS cannot establish a separate account for the Alternate Payee. If both parties are Members of TRS, TRS **cannot** transfer TDA funds from one Member's TDA to another Member's TDA account.

**30. How does a signed DRO affect TDA loans and withdrawals?**

From the time of TRS' receipt of a signed DRO dividing the TDA benefit, to the time of the distribution or rollover to the Alternate Payee, TRS does not permit Members to take TDA loans or make any kind of withdrawals except for required minimum distributions.

**31. What happens if the Alternate Payee predeceases the Member before the TDA award is paid out?**

If the Alternate Payee dies prior to a DRO-directed TDA withdrawal and rollover, the TDA award will be distributed to the Alternate Payee's estate, unless the DRO specifically contains contrary directions.



## Part D: DROs and Beneficiary Designations

### 32. How does a DRO affect Beneficiary Designations?

- **Pre-retirement Beneficiary Designation:** If an order requires the Member to designate the Alternate Payee as beneficiary of any pre-retirement death benefits, the burden of compliance with any such required designation is upon the Member.
- **Post-Retirement Option Beneficiary Designation:** If an order requires the Member to designate the Alternate Payee as beneficiary of a retirement option, the burden of compliance with the required designation is upon the Member at the time of retirement.
- **Pop-up Options:** If a Member wishes to add a pop-up feature to the joint and survivor option required by the DRO, the cost of the election of a pop-up feature will reduce the benefit payable during the joint lives of the retired Member and the former spouse. If a DRO has language which prohibits the Member from taking any action which might reduce the total pension amount payable to the Alternate Payee, the Member will be unable to elect an option with a pop-up feature.
- **Beneficiary Designation Inquiries:** An Alternate Payee may request that TRS inform them of whether they have been named as a beneficiary pursuant to the terms of a DRO. However, TRS will not provide information about identities of any other designated beneficiaries.
- **Alternate Payees:** Alternate Payees are not permitted to designate a beneficiary or elect a form of payment.

### 33. How do DROs affect retirement payment option elections?

- **Divorce After Retirement:** If a Member elected a continuing benefit option which provides payment of a survivor benefit under a joint and survivor option to the Member's spouse whom the Member later divorces, the divorce will not rescind or otherwise change the option or the beneficiary.
- **DRO Receipt after Retirement:** If TRS is in receipt of a signed DRO, which directs the Member to elect a retirement option other than the one elected by the Member at the time of retirement, the Member will be unable to change their option selection if the statutory 30-day period has expired. Generally, a Member can change their retirement payment option up to 30 days from their payability date.
- **Tier I and II Exception:** There is statutory exception for Tier I and II Members ONLY to change the Member's retirement payment option to the Maximum payment option with the consent of the Member's former spouse. This statutory exception **does not** apply to Tiers III, IV, and VI Members of TRS.

▶ On the following pages is a model domestic relations order, for your reference. You can also find this document on the TRS website in the **Forms** section, or search on our site for "Model Domestic Relations Order."

## Appendix: Model Domestic Relations Order

THIS MODEL DOMESTIC RELATIONS ORDER IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION PROVIDED DOES NOT CONSTITUTE, AND IS NOT INTENDED TO CONSTITUTE, LEGAL ADVICE. IF YOU USE THIS TEMPLATE AS A MODEL FOR YOUR DOMESTIC RELATIONS ORDER, YOU MAY MODIFY THE FORMAT TO MEET THE REQUIREMENTS OF THE STATE OR OTHER JURISDICTION THAT WILL ISSUE THE ORDER.

A Matrimonial Part\_\_\_\_\_of the Supreme Court of the State of New York, held in and for the County of \_\_\_\_\_, at the \_\_\_\_\_ County Courthouse, (address), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRESENT: Hon. \_\_\_\_\_

-----x

Index No.: \_\_\_\_\_

Plaintiff,

-against-

### **DOMESTIC RELATIONS ORDER**

Defendant,

-----x

This Order is directed to the Teachers' Retirement System of the City of New York.

Wherein this Court retains jurisdiction over the case and the parties above-named having now stipulated to the entry of such an order upon the terms hereinafter provided, and due deliberation having been given thereto;

**ORDERED**, that the following facts are hereby found to be established for the purpose of this Order:

1. The parties hereto were married on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, and an action for divorce was commenced on the \_ day of \_\_\_\_\_, 20\_\_.

2. This Order is made pursuant to the Judgment of Divorce granted on the \_\_\_ day of \_\_\_\_\_, 20\_\_.
3. The name of the plan to which this Order applies is the Teachers' Retirement System of the City of New York (Plan). The address of the Plan is 55 Water Street, New York, NY10041.
4. \_\_\_\_\_ is hereafter referred to as PARTICIPANT in the Teachers' Retirement System of the City of New York.
5. The current and last known mailing address of the Participant is \_\_\_\_\_, and his/her Social Security number is \_\_\_\_\_, and his/her date of birth is \_\_\_\_\_. (May be listed in Appendix.)
6. \_\_\_\_\_ is hereafter referred to as ALTERNATE PAYEE in the Teachers' Retirement System of the City of New York.
7. The current and last known mailing address of the Alternate Payee is \_\_\_\_\_, and his/her Social Security number is \_\_\_\_\_, and his/her date of birth is \_\_\_\_\_. (May be listed in Appendix.)
8. This Order pertains to the portion of the Participant's retirement benefits which shall be subject to equitable distribution under Section 236(B) of the Domestic Relations Law of the State of New York.
9. To accommodate the marital distribution between the parties, it is hereby

**ORDERED**, that the Participant's retirement benefits with the Teachers' Retirement System of the City of New York, to the extent they accrued during the marriage, are marital property; and it is further

**ORDERED**, that the Plan Administrator issue separate checks to the Participant and the Alternate Payee for the respective interests in the Plan at the time the benefits become payable; and it is further

**ORDERED**, the term "Retirement Allowance" means the total amount payable to the Participant by the TRS Qualified Pension Plan pursuant to the terms of the Plan, and shall be deemed to <include>/<exclude> Cost of Living Adjustments (COLA); and it is further

**ORDERED**, that the Participant may/may not take pension loans or any other action which might reduce the total pension amount payable; and it is further

PAYMENT METHOD

**ORDERED**, that the term “Coverture Fraction” shall be defined to mean that portion of the Participant’s retirement benefit acquired during the parties’ marriage, and shall be a fraction, the numerator of which is a total of \_\_\_ months. The denominator of said fraction is the total number of months of credit earned (plus any additional service credits granted to participants) from the Participant’s date of initial credited service with the Teachers’ Retirement System of the City of New York, up to the date of the Participant’s retirement; and it is further>

<**ORDERED**, that at such time the Participant has retired from and is actually receiving a Retirement Allowance from the Plan, the Plan, in accordance with the formula devised in the case of Majauskas v. Majauskas, 61 N.Y.2d 481 (1987), is hereby directed to pay to the Alternate Payee that portion of the Participant’s monthly Retirement Allowance which is equal to \_\_\_\_\_ percent (\_\_\_%) of the product obtained by multiplying the total amount of the monthly Retirement Allowance due to the Participant by the Coverture Fraction, prior to any withholding for taxes or other items. The balance of the Participant’s accrued benefit in the Plan is to be the sole and separate property of the Participant; and it is further >

or

<**ORDERED**, that at such time the Participant has retired from and is actually receiving a Retirement Allowance from the Plan, the Plan is directed to pay to the Alternate Payee that portion of the Participant’s monthly Retirement Allowance which is equal to INSERT DOLLAR AMOUNT OR PERCENTAGE of the monthly Retirement Allowance due the Participant, prior to any withholding for taxes or other items. The balance of the Participant’s accrued benefit in the Plan is to be the sole and separate property of the Participant; and it is further>

PRE-RETIREMENT DEATH BENEFIT

**ORDERED**, that the Participant is hereby directed to designate the Alternate Payee as the beneficiary of the Participant's pre-retirement survivor benefit, so that in the event the Participant dies prior to his/her retirement, the Alternate Payee shall receive < a portion of the pre-retirement death benefit as calculated by a fraction, where the numerator of which is a total of \_\_\_ months. The denominator of said fraction is the total number of months of credit with the Teachers' Retirement System of the City of New York earned (plus any additional service credits granted to participants) during the Participant's lifetime. This fraction shall be multiplied by \_\_\_ percent, and then multiplied by the pre-retirement survivor benefit. > OR < [insert percentage] percent of the pre-retirement death benefit. > Within 15 days after this Order is signed by the Court, the Participant shall complete and submit all necessary Designation of Beneficiary forms as required by the Plan to ensure compliance with this provision. This provision is not intended to bind or otherwise obligate Plan. The burden of compliance with this provision rests entirely upon the Participant; and it is further

POST-RETIREMENT DEATH BENEFIT

**ORDERED**, that the Participant is hereby directed to designate the Alternate Payee as the beneficiary of the Participant's post-retirement death benefit, if any, so that in the event the Participant dies after his/her retirement, the Alternate Payee shall receive < a portion of the post-retirement death benefit as calculated by a fraction, where the numerator of which is a total of \_\_\_ months. The denominator of said fraction is the total number of months of credit earned (plus any additional service credits granted to participants) from the Participant's date of initial credited service with the Teachers' Retirement System of the City of New York, up to the date of the Participant's retirement. This fraction shall be multiplied by \_\_\_ percent, and then multiplied by the post-retirement survivor benefit. > OR < [insert percentage] percent of the post-retirement death benefit. > The Participant shall complete and submit all necessary Designation of Beneficiary forms as required by the Plan to ensure compliance with this provision. This provision is not intended to bind or otherwise obligate the Plan. The burden of compliance with this provision rests entirely upon the Participant; and it is further

TERMINATION OF EMPLOYMENT – NON-VESTED

**ORDERED**, that in the event the Participant's employment is terminated prior to the time he/she becomes vested in a retirement benefit, and he/she becomes eligible to receive a return of his/her contributions, the Former Spouse shall receive a pro rata share of said return of accumulated annual contributions. The Alternate Payee's share shall be <\_\_percent> of the amount <determined by multiplying the total return by the Coverture Fraction>; and it is further

CONTINUING BENEFIT

**ORDERED**, that the Participant is hereby directed to designate the Alternate Payee as beneficiary of the Participant's pension with the Plan. At the time of his/her retirement, the Participant is directed to choose Option\_, so that in the event the Participant dies while the pension is in pay status, the Alternate Payee shall receive\_\_percent of the Participant's Retirement Allowance. This provision is not intended to bind or otherwise obligate the retirement system. The burden of compliance with this provision rests entirely upon the Participant at retirement; and it is further

**ORDERED**, that as soon as administratively practicable, the Plan is to withhold from the Participant's Retirement Allowance for equitable distribution payments to the Former Spouse the amount computed pursuant to this Order. When the Participant begins to receive a Retirement Allowance from the Plan, the Alternate Payee is entitled to receive a monthly benefit payable until the death of the Participant or the death of the Alternate Payee. If the Participant predeceases the Alternate Payee, and at the time of the Participant's retirement, he/she chose a survivor option naming the Alternate Payee as beneficiary of a survivor pension, the benefits shall continue to the Alternate Payee under said option; and it is further

**ORDERED**, that in the event the Alternate Payee dies prior to commencement of benefits to him/her, < this Order > OR < the provisions of this Order pertaining to the Participant's Qualified Pension Plan benefits > shall be void; and it is further

TDA

**ORDERED**, that as to the Teachers' Retirement System of the City of New York Tax Deferred Annuity (TDA), the Alternate Payee is hereby assigned INSERT DOLLAR AMOUNT OR PERCENTAGE, determined as of \_\_\_\_\_, 20\_\_\_. The amount awarded to the Alternate Payee shall be separately accounted for, and <shall not> be adjusted for investment earnings and/or losses> <shall be adjusted for investment earnings and/or losses, as specified by the terms of the Plan, from \_\_\_\_\_, 20\_\_\_, until the benefits are distributed to the Alternate Payee. > This distribution shall be made as soon as administratively practical after the Order has been accepted by the Teachers' Retirement System of the City of New York. Before the monies are distributed, the Alternate Payee shall complete any forms required by the Plan to affect such transfer. The amount distributed to the Alternate Payee may be made as a "Direct Rollover" into an IRA or similar account as designated by the Alternate Payee. If the Alternate Payee does not provide rollover or other required payment information to the Plan, the Plan may issue a direct distribution to the Alternate Payee at the Alternate Payee's address stated above; and it is further

**ORDERED**, that nothing contained in this Order shall be construed to require the Plan or Plan Administrator to:

- (a) provide any form, type or amount of benefit or any option, not otherwise available by law. The Teachers' Retirement System of the City of New York shall have no obligation or responsibility as a consequence of this action apart from the specific directions contained in this Order; or
- (b) provide increased benefits determined on the basis of actuarial value; and require the payment of benefits to the Alternate Payee which are required to be paid to another Former Spouse under another order previously determined to be a Domestic Relations Order; and it is further

**ORDERED**, that should any payment to the Alternate Payee directed by this Order exceed the Participant's benefit available for distribution, as determined by the Plan, then the Alternate Payee shall receive the maximum amount of such benefit that is available for distribution, and all other terms of this Order shall remain in effect; and it is further

**ORDERED**, that the Teachers' Retirement System of the City of New York shall have no obligation or responsibility as a consequence of this action apart from the specific directions contained in this Order; and it is further

**ORDERED**, that this Order be deemed appropriate to effectuate the division of retirement benefits earned by the Participant, pursuant to his/her participation in the Teachers' Retirement System of the City of New York; and it is further

**ORDERED**, that in the event of a change of address of the Alternate Payee, the Alternate Payee is required to promptly notify the Teachers' Retirement System of the City of New York; and it is further

**ORDERED**, that this Court retains jurisdiction to implement and supervise the payment of retirement benefits as provided herein should either party or the Plan Administrator make such application, and the Court determines such to be appropriate and necessary.

ENTER:

\_\_\_\_\_  
Hon. \_\_\_\_\_  
Justice, Supreme Court





**Teachers' Retirement System of the City of New York**  
55 Water Street, New York, NY 10041  
[www.trsnyc.org](http://www.trsnyc.org) • 1 (888) 8-NYC-TRS

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