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P.O. Box 4396 • Allentown, PA 18105-4396
1-800-447-0084 • Fax 610-770-9342

E-MAIL: penapp@pensionappraisers.com
WWW: <http://www.pensionappraisers.com>

DOMESTIC RELATIONS ORDER CHECKLIST FOR THE NEW YORK CITY EMPLOYEES RETIREMENT SYSTEM

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: _____ Docket Number: _____

Which party is considered the plaintiff/petitioner? _____ Husband _____ Wife

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

_____ None _____ Attorneys for Husband and Wife

_____ Both Husband and Wife _____ Opposing Atty. Name: _____

3. PARTICIPANT: (Employee Spouse)

Name of Participant: _____

Date of Birth: _____

Last Known Mailing Address: _____

City, State, Zip Code: _____

Social Security Number: _____

4. ALTERNATE PAYEE: (Non-Employee Spouse)

Name of Alternate Payee: _____

Date of Birth: _____

Last Known Mailing Address: _____

City, State, Zip Code: _____

Social Security Number: _____

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 City Employees' Retirement System

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:

**New York City Employees Retirement System
Office of General Counsel
335 Adams Street, Ste. 2300
Brooklyn, New York 11201-3751
(347) 643-3000**

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 City Employees' Retirement System during the marriage, and the denominator will be the total number of months of the Participant's participation in the New York City Employees' 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. Has the Participant 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 City Employees' 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 City Employees' 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 City Employees' 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

If the participant is a member of Tier 1 (joined NYCERS prior to July 1, 1973) or Tier 2 (Joined NYCERS on or after July 1, 1973 and prior to July 27, 1976; and Investigators employed in District Attorney offices who joined on or after July 1, 1973) call for addendum with options for these tiers.

Tier III: These retirement options only apply to Tier III members (Uniformed Correction Force of the New York City Department of Correction who joined the NYCERS on or after July 1, 1976.) (See other sections for other Tier options.)

1.) Any Option the Participant Chooses to Elect (leaves the choice up to the Member).

2.) Maximum Retirement Allowance (No Option): 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.) Option 1 – 100% Joint and Survivor Benefit: 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 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.

_____ 4.) **Option 2 – 10%-90% Joint and Survivor Benefit:** 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 90% or less (in increments of not less than 10%) 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 of an 80% J&S Benefit: 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 \$1200 for his/her lifetime.

If this option is selected should the member be required to choose

_____ % Joint and Survivor Benefit (90% or less in increments of not less than 10%)

_____ 5.) **Option 3 - Five-Year Certain Option:** 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. If the Member's beneficiary would predecease him/her the balance of the payments due for the remainder of the five- year period is continued to the retiree's contingent beneficiary. If none exists, it is paid in a lump sum to the estate of the retiree.

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 5 year period.

_____ 6.) **Option 4 - Ten-Year Certain Option:** 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. If the Member's beneficiary would predecease him/her the balance of the payments due for the remainder of the ten- year period is continued to the retiree's contingent beneficiary. If none exists, it is paid in a lump sum to the estate of the retiree.

Example: The Member would receive a monthly benefit of \$1,650 for his/her lifetime. If the Member dies 3 years after retirement, his/her beneficiary would continue to receive \$1,650 each month for the remainder of the 10 year period.

_____ 7.) **Option 5 - Pop-Up Option 100% or 50%:** This option is a variation of Options 1 and 2 and provides that if a 100% or 50% Joint and Survivor Benefit option is elected, and the beneficiary predeceases the Member, then the retirement allowance will "pop up" to the level of the Maximum Retirement Allowance. The monthly retirement benefits received under this option will be subject to greater reductions than under Options 1 or 2. (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 \$900 for his/her lifetime. Upon the death of the Member, his/her beneficiary would receive monthly payments of \$900 for his/her lifetime. If the beneficiary predeceases the Member, the Member's benefit would "pop-up" to \$1,800.

If this option is selected should the member be required to choose

_____ Pop-Up Option 100% OR _____ Pop-Up Option 50%

Tier IV: These retirement options only apply to Tier IV members (Joined NYCERS on or after July 26, 1976 with the exception of NYC Department of Correction who are Tier III member and Investigators who are employed by District Attorneys' offices who are Tier II members.) (See other sections for other Tier options.)

_____ 1.) Any Option the Participant Chooses to Elect

_____ 2.) **Maximum Retirement Allowance (No Option):** 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.) **Option 1 – 100% Joint and Survivor Benefit:** 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 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.

_____ 4.) **Option 2 – 25%-50%-75% Joint and Survivor Benefit:** 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 75% or less (in increments of not less than 25%) 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 of an 75% J&S Benefit: 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 \$1125 for his/her lifetime.

If this option is selected should the member be required to choose

_____ % Joint and Survivor Benefit (75% or less in increments of not less than 25%)

_____ 5.) Option 3 - Five-Year Certain Option: 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. If the Member's beneficiary would predecease him/her the balance of the payments due for the remainder of the five- year period is continued to the retiree's contingent beneficiary. If none exists, it is paid in a lump sum to the estate of the retiree.

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 5 year period.

_____ 6.) Option 4 - Ten-Year Certain Option: 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. If the Member's beneficiary would predecease him/her the balance of the payments due for the remainder of the ten- year period is continued to the retiree's contingent beneficiary. If none exists, it is paid in a lump sum to the estate of the retiree.

Example: The Member would receive a monthly benefit of \$1,650 for his/her lifetime. If the Member dies 3 years after retirement, his/her beneficiary would continue to receive \$1,650 each month for the remainder of the 10 year period.

_____ 7.) Option 5 - Pop-Up Option 100% or 50%: This option is a variation of Options 1 and 2 and provides that if a 100% or 50% Joint and Survivor Benefit option is elected, and the beneficiary predeceases the Member, then the retirement allowance will "pop up" to the level of the Maximum Retirement Allowance. The monthly retirement benefits received under this option will be subject to greater reductions than under Options 1 or 2. (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 \$900 for his/her lifetime. Upon the death of the Member, his/her beneficiary would receive monthly payments of \$900 for his/her lifetime. If the beneficiary predeceases the Member, the Member's benefit would "pop-up" to \$1,800.

If this option is selection should the member be required to choose

_____ Pop-Up Option 100% OR _____ Pop-Up Option 50%

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

Credit Card #: _____

Expiration Date: _____ / _____

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