

MODEL ORDER

STATE OF SOUTH CAROLINA)	IN THE FAMILY COURT
)	
COUNTY OF _____)	_____ JUDICIAL CIRCUIT
)	
_____)	Case No.:
)	
Plaintiff,)	QUALIFIED DOMESTIC
)	RELATIONS ORDER
-vs-)	
)	
_____)	
Defendant.)	
_____)	

PLAN NAME:

(NAME OF PLAN)¹

PLAN ADMINISTRATOR:

Peggy G. Boykin, CPA
P.O. Box 11960
Columbia, SC 29211

(ANY PRELIMINARY STATEMENT ON HEARING, JURISDICTION, REPRESENTATION, ETC., THAT THE COURT OR PARTIES FIND NECESSARY MAY BE INSERTED HERE)

This Order is intended to meet the requirements for an acceptable domestic relations order relating to the above-referenced Plan administered by the South Carolina Public Employee Benefit Authority Retirement Benefits (PEBA Retirement Benefits), hereinafter called the "Plan." This Order is accepted, governed and administered under § 9-18-10 et seq. of the Code of Laws of South Carolina, as amended. This Order is an

¹ The Plan Name should be one or more of the following: South Carolina Retirement System, Police Officers Retirement System, General Assembly Retirement System, or Judges and Solicitors Retirement System. If Participant has funds in more than one Plan, you may do a separate QDRO for each Plan or one QDRO that specifies the percentages or amounts that should be paid out of each Plan.

integral part of the Decree of Divorce signed on (DATE OF DIVORCE DECREE). In compliance with PEBA Retirement Benefits requirements, the following is specified:

1. This Order assigns a portion of the benefits or amounts payable under the Plan to (NAME OF ALTERNATE PAYEE) in recognition of (*his/her*) marital rights in (NAME OF PARTICIPANT)'s retirement benefits or return of contributions payable under the Plan.

2. Participant in the Plan is (NAME OF PARTICIPANT), whose last known mailing address is (PARTICIPANT'S ADDRESS), whose Social Security number is (NUMBER) and whose date of birth is (DATE OF BIRTH).

3. Alternate Payee is (NAME OF ALTERNATE PAYEE), whose last known mailing address is (ALTERNATE PAYEE'S ADDRESS), whose Social Security number is (NUMBER) and whose date of birth is (DATE OF BIRTH).

4. Participant and Alternate Payee were married on (DATE OF MARRIAGE).

5. As part of the equitable division of the marital property of the parties, Alternate Payee is awarded and shall receive from the Plan a portion of each distribution of retirement benefits payable to Participant when each distribution is made as provided by the Plan's governing laws and rules based on Participant's membership in the Plan.

a. Retirement.

Upon Participant's retirement (including disability retirement and TERI participation), Alternate Payee will receive (*See sample language in Sections V, VI, and VII of Guidelines For Drafting Domestic Relations Orders for FIXED PERCENTAGE METHOD, SERVICE FACTOR FORMULA METHOD, OR FIXED DOLLAR METHOD*).

b. Termination/Withdrawal.

If Participant terminates employment and withdraws his retirement contributions, Alternate Payee will receive (*See sample language in Sections V, VI, and VII of Guidelines For Drafting Domestic Relations Orders for FIXED PERCENTAGE METHOD, SERVICE FACTOR FORMULA METHOD, OR FIXED DOLLAR METHOD*).

c. Death Before Retirement.

In accordance with the rules and regulations of PEBA Retirement Benefits, if Participant dies prior to retirement:

(1) if a monthly benefit is selected by the named beneficiary(ies), Alternate Payee would be entitled to receive (*See sample language in Sections V, VI, and VII of Guidelines For Drafting Domestic Relations Orders for FIXED PERCENTAGE METHOD, SERVICE FACTOR FORMULA METHOD, OR FIXED DOLLAR METHOD*).

(2) If a lump sum is selected, Alternate Payee would be entitled to receive (*See sample language in Sections V, VI, and VII of Guidelines For Drafting Domestic Relations Orders for FIXED PERCENTAGE METHOD, SERVICE FACTOR FORMULA METHOD, OR FIXED DOLLAR METHOD*).

d. Death After Retirement.

In accordance with the rules and regulations of PEBA Retirement Benefits, if Participant dies after retirement, and if an option other than an optional form death benefit² is selected, Alternate Payee will receive (*See sample language in Sections V, VI, and VII of Guidelines For Drafting Domestic Relations Orders for FIXED PERCENTAGE METHOD, SERVICE FACTOR FORMULA METHOD, OR FIXED DOLLAR METHOD*).

e. Cost-Of-Living Adjustments (COLAs).

If PEBA Retirement Benefits pays a cost-of-living adjustment, Alternate Payee shall be entitled to receive a pro-rata share of said increase.

OR

e. Cost-Of-Living Adjustments (COLAs).

If PEBA Retirement Benefits pays a cost-of-living adjustment, Alternate Payee shall NOT be entitled to receive a pro-rata share of said increase.

f. Tax Liability.

Participant and Alternate Payee shall be responsible for, and pay, any taxes due in connection with his or her receipt of distributions from the Plan.

6. PEBA Retirement Benefits is directed to disburse to Alternate Payee the portion of distributions assigned under Paragraph 5 of this Order when such distributions are made as provided by the Plan's governing laws and rules based on Participant's membership in the Plan, subject to the following provisions:

² The optional form death benefit is a survivor benefit option.

- a. This order shall not be interpreted in any way to require PEBA Retirement Benefits to provide any type or form of benefit or any option not otherwise provided under the Plan.
- b. This order shall not be interpreted in any way to require the Plan to provide increased benefits determined on the basis of actuarial value.
- c. This order shall not be interpreted in any way to require the Plan to pay any benefits to an Alternate Payee named in this order which are required to be paid to another Alternate Payee under another order previously determined to be an acceptable domestic relations order.
- d. This order shall not be interpreted in any way to require the payment of benefits to Alternate Payee prior to Participant's retirement or proper request for a refund of contributions.
- e. If Participant elects to receive an early retirement allowance, the benefits payable to Alternate Payee shall be reduced proportionally, unless a fixed dollar amount has been awarded to Alternate Payee.
- f. This Order shall not be interpreted to require the selection of a particular benefit payment plan or option.
- g. In the event that, after a distribution of a benefit to Participant or a beneficiary has begun, the amount of the distribution is reduced or increased by law, then the amount payable to Alternate Payee shall be reduced or increased proportionately unless a fixed dollar amount has been awarded to Alternate Payee.

7. Any amounts payable by the Plan, other than those payable in Paragraphs 5 and 6 to Alternate Payee, shall be payable directly to Participant, Participant's beneficiary, or Participant's estate, in accordance with the Plan's laws and rules. If Participant, Participant's beneficiary, or Participant's estate receives any amount of a distribution that has been awarded to Alternate Payee, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to Alternate Payee.

8. If Alternate Payee or the estate or heirs of Alternate Payee receive any amount of a distribution that should have been paid to Participant, Participant's beneficiary, or Participant's estate or heirs, the recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to Participant or other person to whom the amount should have been paid.

9. If Participant, Alternate Payee, or the estate or heirs of either receive any amount of a distribution that should not have been paid by PEBA Retirement Benefits, the

recipient is designated a constructive trustee for the amount received and shall immediately transmit such amount to PEBA Retirement Benefits.

10. Alternate Payee is ORDERED to provide PEBA Retirement Benefits prompt written notification of any changes in Alternate Payee's mailing address. PEBA Retirement Benefits shall not be liable for failure to make payments to Alternate Payee if PEBA Retirement Benefits does not have a current mailing address for Alternate Payee at time of payment.

11. (NAME) shall furnish a certified copy of this Order to PEBA Retirement Benefits.

12. Participant and Alternate Payee are ORDERED to complete and sign all PEBA Retirement Benefits forms and provide all information necessary to effectuate the provisions of this Order.

13. Participant's eligibility to receive retirement benefits from the Plan and the amount of any such benefits are governed solely by the provisions of Title 9 of the Code of Laws of South Carolina.

14. The Court retains jurisdiction to amend this Order so that it will constitute an acceptable domestic relations order under the Plan even though all other matters incident to this action or proceeding have been fully and finally adjudicated. If PEBA Retirement Benefits determines at any time that changes in the law, the administration of the Plan, or any other circumstances make it impossible to calculate the portion of a distribution awarded to Alternate Payee by this Order and so notifies both parties, either or both parties will immediately petition the Court for reformation of the Order. If after approval, PEBA Retirement Benefits determines that there is an ambiguity in the language of the order and the parties cannot agree on the meaning of the language, the parties will immediately petition the Court for clarification of the Order.

AND IT IS SO ORDERED.

Judge

DATE: _____