

**D – SAMPLE FAMILY LAW ORDER
APPLIES TO
RETIRED PARTICIPANT WHO ELECTED OPTION A, B, C, D, OR E AND
THE ALTERNATE PAYEE IS THE JOINT ANNUITANT**

IN THE MONTANA _____ JUDICIAL DISTRICT COURT
_____ COUNTY

) Cause No. _____
)
)
) **FAMILY LAW ORDER**
)
)
)

This Court, having entered a Final Decree and Dissolution of Marriage in the above-captioned proceeding on _____, _____, 20_____, and having jurisdiction of the parties and subject matter hereof,

IT IS HEREBY ORDERED:

As authorized by §19-20-305, MCA, this Family Law Order (FLO) requires the Montana Teachers' Retirement System (TRS) to direct payment of a portion of the retirement benefit, otherwise payable to the Participant, to the Alternate Payee. This FLO is issued, pursuant to Title 40, MCA, as (mark only one)
____ a disposition of marital property, **or**
____ an order for spousal maintenance.

1. THE PARTIES

A. Participant: _____ is a retired TRS member who retired effective _____, _____, 20_____, and elected a joint and survivor annuity benefit under Option _____ (A, B, C, D, or E). Participant's designated joint annuitant under his/her optional benefit election is also the Alternate Payee under this FLO.

Participant's full legal name, address, social security number, phone number, and birth date are:

Name:

Address:

SSN:

Phone number:

Birth Date:

B. Alternate Payee: _____ is the ex-spouse of the Participant and is entitled to receive a portion of the Participant's monthly retirement benefits as marital property or as spousal maintenance, as specified above.

Alternate Payee's full legal name, address, social security number, phone number, and birth date are:

Name:

Address:

SSN:

Phone number:

Birth Date:

2. RIGHT TO MONETARY PAYMENTS

A. Distribution Amount. TRS shall distribute to the Alternate Payee a portion of each monthly benefit payment that is otherwise payable to the Participant. The portion of the monthly benefit to be distributed to the Alternate Payee will be (mark only one)

- i. ___ A percentage share of the monthly benefit payable to the Participant, including a proportionate share of any guaranteed annual benefit adjustment applied to the benefit. The percentage share of the monthly benefit amount to be distributed to the Alternate Payee is _____%, **or**
- ii. ___ A fixed amount of \$_____ per month, not to exceed 100% of the monthly benefit amount payable to the Participant on the date of TRS's approval of this FLO.

B. No Modification of Retirement Elections. The Participant's original election of a retirement benefit option and designation of a joint annuitant made at the time of retirement may not be and are not modified by this FLO.

3. DURATION OF DISTRIBUTIONS TO ALTERNATE PAYEE

A. Beginning Date of Distribution. The requirement for a distribution to the Alternate Payee will be effective on the effective date of this FLO determined as set forth in section 5. Benefits to the Participant are actually paid, and distributions to the Alternate Payee will be made, on the last business day of each month.

B. Duration and Termination of Distributions Under FLO. The distribution payable to the Alternate Payee under this FLO shall be payable only for the shorter of the lifetime of the Participant or the lifetime of the Alternate Payee. Upon the death of either the Participant or the Alternate Payee, this FLO will cease to have or be of any further force or effect.

C. Distribution of Benefits Following Death of Participant or Alternate Payee. If the Participant predeceases the Alternate Payee, following the death of the Participant the Alternate Payee will receive the benefits he/she is entitled to receive as the Participant's joint annuitant. If the Alternate Payee predeceases the Participant, the distribution payable to the Alternate Payee under this FLO shall terminate and shall revert to the Participant.

D. No Distribution Required to Alternate Payee for Any Period Prior to Effective Date. This FLO does not require, and TRS will not make, any distribution to the Alternate Payee for any period of time prior to the effective date of this FLO, as determined by TRS.

E. Adjustment, Suspension or Termination of Benefits. If the benefits payable to the Participant are adjusted, suspended, or terminated by TRS for any reason, the distribution required to be made to the Alternate Payee under this FLO will also be adjusted, suspended, or terminated, as appropriate. If benefits are suspended, at the time benefits are reinstated, the amount payable to the Alternate Payee will again be determined in conformity with this FLO.

4. NO TRANSFER OF ALTERNATE PAYEE DISTRIBUTION ALLOWED

The distribution payable to the Alternate Payee under this FLO may not be devised, bequeathed, assigned or otherwise transferred by the Alternate Payee.

5. APPROVAL BY TRS / EFFECTIVE DATE OF FLO / FUTURE AMENDMENTS

A. Approval by TRS. One of the parties must provide TRS with a certified copy of this FLO and TRS must approve the FLO for content before the FLO is effective. In the event TRS finds this FLO does not meet all requirements to be given effect, TRS shall provide a statement of the deficiencies to the parties to the FLO. Upon TRS's identification of any deficiency, it is the obligation of the parties to insure that a FLO that meets all TRS requirements is submitted to and entered by this Court. This Court retains jurisdiction to make any modifications necessary to insure that the distribution of benefits required under this FLO is in compliance with all requirements of TRS.

B. Effective Date of FLO. This FLO will be effective the first day of the month following receipt and approval by TRS.

C. Future Amendments. Except as provided in (D), this FLO may be revoked or modified only by a subsequent order of this Court. This Court retains jurisdiction to make such modifications or a revocation.

D. Voluntary Renunciation by Alternate Payee. The Alternate Payee may, at any time, renounce the Alternate Payee's right to receive any further or future distribution under this FLO by making a voluntary, written renunciation, with notarization, and filing the renunciation with this Court. A renunciation must be made on a form provided by TRS and must constitute a full renunciation of all further right and interest of the Alternate Payee to any distribution under this FLO; a renunciation may not otherwise modify or amend the terms of this FLO. A renunciation will not modify or amend the benefit election or designation of a joint annuitant made by the participant at the time of retirement. A certified copy of the renunciation filed with this Court must be submitted to TRS and will be effective the first day of the month following receipt by TRS.

6. AUTHORIZATION TO DISCLOSE INFORMATION

TRS may receive from and disclose to either or both the Participant and the Alternate Payee any information necessary and appropriate to give effect to this FLO.

7. REQUIREMENT TO UPDATE CONTACT INFORMATION

The Alternate Payee will have the responsibility to maintain the Alternate Payee's current contact information with TRS.

8. CONSTRUCTION IN CONFORMITY WITH APPLICABLE LAW

This FLO is intended to provide for a distribution of benefits to the Alternate Payee in conformity with all applicable laws pertaining to the provision of benefits by TRS. It is not intended to provide additional rights or benefits to any party beyond those rights provided in law. This FLO will be construed by TRS in such a manner as gives effect to all applicable statutes and rules pertaining to TRS, whether expressly referenced herein or not.

SO ORDERED this _____ day of _____, 20 _____.

DISTRICT COURT JUDGE

Attorney for Participant

Name:

Firm:

Address:

Phone No.:

Attorney for Alternate Payee

Name:

Firm:

Address:

Phone No.: