

**E - SAMPLE FAMILY LAW ORDER (FLO)**  
**Applies to RETIRED PARTICIPANT who**  
**Elected OPTION A, B, OR C,**  
**and the Joint Annuitant IS NOT also the Alternate Payee**

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 support.

**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 designated a joint annuitant who is not 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 a portion of the Participant's retirement benefits as marital property or as spousal support, 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 or on behalf of 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 amount payable to the Participant (and payable to the Participant's joint annuitant if specified in (3)(B)), 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.

**B. Limitations on a Fixed Amount Distribution.** A fixed amount to be distributed to the Alternate Payee may not exceed 100% of the monthly benefit amount payable to the Participant on the date of TRS's approval of this FLO if distributions to the Alternate Payee are to cease upon the death of the Participant, or 100% of the monthly benefit amount that would be payable to the joint annuitant on the date of TRS's approval of this FLO if distributions to the Alternate Payee are to continue if/when benefits become payable to the Participant's joint annuitant.

**C. Distribution of Refund of Remainder of Accumulated Contributions.** If the Alternate Payee is entitled to receive distributions for the period specified in section 3(B), and the Participant and the Participant's joint annuitant both die before the total monthly benefits that have been paid are at least equal to the Participant's accumulated contributions account balance at the time of retirement, TRS shall distribute to the Alternate Payee a portion of the refund of the remaining accumulated contributions account balance. The portion of the account balance to be distributed to the Alternate Payee will be equal to the percentage designated in (2)(A)(i) or equal to the percentage that the fixed amount designated in (2)(A)(ii) is to the monthly benefit amount then payable to the Participant or the Participant's joint annuitant.

**D. 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 Distributions.** Distributions to the Alternate Payee will become payable on the effective date determined as set forth in section 5. Benefits are actually paid and the distributions to the Alternate Payee will be made on the last business day of each month.

**B. Duration and Termination of Distributions.** Unless the distribution payable to the Alternate Payee terminates earlier pursuant to (C), the distribution to or on behalf of the Alternate Payee shall be payable (mark/complete only one):

- i. \_\_\_ for the lifetime of the Participant only, **or**
- ii. \_\_\_ for the lifetime of the Participant and then, upon the death of the Participant, for the lifetime of the joint annuitant, **or**
- iii. \_\_\_ for a period of \_\_\_\_\_ months, except that distributions to the Alternate Payee will cease when benefits are no longer payable to or on behalf of the Participant even if benefits have not been paid to the Alternate Payee for the designated number of months.

**C. Termination of Distribution Upon Death of Alternate Payee.** Unless the Alternate Payee is authorized to designate a beneficiary pursuant to section 4(A)(ii), the distribution payable to the Alternate Payee shall terminate upon the death of the Alternate Payee and will revert to the Participant or the Participant's joint annuitant then receiving benefits.

**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 or on behalf of the Participant are adjusted, suspended, or terminated by TRS for any reason, the distribution required to be made to the Alternate Payee 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. DESIGNATION OF BENEFICIARY BY ALTERNATE PAYEE**

**A. Designation of Beneficiary.** The Alternate Payee (mark only one):

- i. \_\_\_ May not designate a beneficiary to receive, upon the Alternate Payee's death, any distributions that would otherwise be payable to the Alternate Payee. The distribution payable to the Alternate Payee will terminate upon the Alternate Payee's death and will revert to the Participant or to the joint annuitant of the Participant then receiving benefits.

**OR**

- ii. \_\_\_ May designate a beneficiary to receive, upon the Alternate Payee's death, any distributions that would otherwise be payable to the Alternate Payee. The Alternate Payee must designate a beneficiary using a form provided by TRS and in conformity with TRS requirements. If the Alternate Payee does not have a valid beneficiary designation on file with TRS at the time of the Alternate Payee's death, or if the Alternate Payee's designated beneficiary has predeceased the Alternate Payee, the distribution payable to the Alternate Payee will terminate upon the death of the Alternate Payee and will revert to the Participant or to the joint annuitant of the Participant then receiving benefits. Upon the death of the Alternate Payee's designated beneficiary, the distribution payable to or on behalf of the Alternate Payee will terminate and will revert to the Participant or to the joint annuitant of the Participant then receiving benefits.

**B. No Other Transfer of Distribution Allowed.** The distribution payable to or on behalf of the Alternate

Payee may not be devised, bequeathed, assigned or otherwise transferred by the Alternate Payee or by the Alternate Payee's designated beneficiary.

## **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 before the FLO is effective. In the event TRS finds that 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 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 modification or 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 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.

**E. Effect of Death of Participant Prior to Effective Date of FLO.** If, at the time this FLO is submitted to TRS, the Participant is deceased and retirement benefits are then payable to the Participant's joint annuitant or beneficiary, TRS will not approve or give effect to this FLO. TRS will notify the Alternate Payee and the Participant's joint annuitant or beneficiary of the submission of the FLO and the reason for disapproval. TRS will then only approve and give effect to a FLO entered by this Court as an adjudication of the respective rights and interests of the Alternate Payee and the Participant's joint annuitant or beneficiary, who must be the named parties on the FLO. The Alternate Payee will be responsible for obtaining the necessary court order.

## **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 / BENEFICIARY INFORMATION**

The Alternate Payee will have the responsibility to maintain the Alternate Payee's current contact information with TRS and to ensure that a valid beneficiary designation is on file with TRS if the Alternate Payee is authorized to designate a beneficiary.

**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, whether expressly referenced herein or not.

**SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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DISTRICT COURT JUDGE

Attorney for Participant

Name:

Firm:

Address:

Phone No.:

Attorney for Alternate Payee

Name:

Firm:

Address:

Phone No.