

Domestic Relations Order and Judgment to Divide Public Pension Benefits

The above matter came on for hearing before the Honorable _____, Judge of District Court on the ____ day of _____. The judgment and decree of dissolution were entered in the above Court on _____. Said decree required that Petitioner A's retirement account through the State of Minnesota Teachers Retirement Association be divided through the use of a Domestic Relations Order.

The above-entitled matter came on before the undersigned, Judge of District Court at the County Courthouse, on an ex-parte application of Petitioner B's attorney, with the consent of Petitioner A's attorney.

Because there is insufficient liquid or readily liquidated marital property for disposition to equitable offset the value of the pension benefits, the Court issues this Order Dividing Public Pension Benefits.

NOW THEREFORE, based upon the ex-parte application and upon all the files, records and proceedings herein, the Court being duly advised in the premises, finds:

1. That the Petitioner B has a vested interest in the State of Minnesota Teachers Retirement Association.
2. That the Judgment and Decree entered on _____ at paragraph ____ therein requires a transfer of benefits to the Petitioner B through the use of a Domestic Relations Order to Divide Public Pension benefit.
3. The parties were married on mm/dd/yy.

IT IS HEREBY ORDERED:

1. That Petitioner A shall assign and Petitioner B is awarded any and all benefits from the State of Minnesota Teachers Retirement Association as hereinafter set forth.
2. The retirement plan subject to this order is the state of Minnesota Teachers Retirement Association (hereinafter called "Plan").
3. Petitioner A in the Plan is _____. The address is _____
_____. The social security number is _____.
4. Petitioner B is _____. The address is _____
_____. The social security number is _____
_____. The date of birth is _____.
5. That the State of Minnesota Teachers Retirement Association will pay benefits to Petitioner B pursuant to the following formula:

(number of years of TRA service accumulated during the marriage) (total years of TRA service) $\times \frac{1}{2}$ (of an annuity, refund or any other benefit payable with respect to Jane Doe)

6. Petitioner A shall not assign, withdraw, or otherwise encumber the TRA contributions.
7. If Petitioner A dies prior to the time Petitioner B begins to receive a share of the TRA benefits, then Petitioner B shall receive pre-retirement survivor benefits based upon a portion of Petitioner A's benefits determined in accordance with the applicable formula set forth above. Petitioner A's new spouse or designated beneficiary, if any, shall be entitled to receive pre-retirement survivorship benefits based upon the portion, if any, of Petitioner A's benefit remaining after the deduction of Petitioner B's portion determined in accordance with the applicable formula set forth above. This portion may be a lump sum or a monthly payment.
8. Petitioner A shall name Petitioner B as designated beneficiary of a portion of the TRA benefit. Petitioner A shall file a change of beneficiary form with TRA specifying that Petitioner B is beneficiary in accordance with the terms of the decree.
9. Petitioner B's benefit shall be payable directly to _____ at _____ or at such other address as Petitioner B shall designate.
10. Each party shall be responsible for any taxes due on their own respective shares of the proceeds received from the Plan.
11. Petitioner B shall be entitled to commence receipt of the assigned benefit under the plan only after Petitioner A submits a valid application, or upon death of Petitioner A, for the public pension plan benefits and the benefits become payable.
12. Option A:

In the event that Petitioner B predeceases Petitioner A, all sums payable to Petitioner B from the Plan shall be paid to Petitioner B's estate.

OR

Option B:

In the event that Petitioner B predeceases Petitioner A, all sums payable to Petitioner B from the Plan shall be paid back to Petitioner A.
13. This Order does not require the Plan to provide increased benefits or any benefits or options not otherwise provided under this Plan. No provisions contained herein shall be construed to require the Plan to take any action which is inconsistent with any provision of the Plan as now or hereafter in effect. Petitioner A and Petitioner B shall be subject to all the provisions of the Plan.

14. This Order does not require the payment of benefits to Petitioner B which are required by previous order to be paid to another Petitioner.
15. A certified copy of this Order shall be served upon the Plan Administrator. Said Order shall take effect upon execution by the Court and approval of the Plan Administrator and shall remain in effect until any further Order of the Court.
16. If Petitioner A should fail to notify the Plan of the assignment of Petitioner B's portion of benefits, the Plan Administrator shall inform the parties and or their attorneys of the discrepancy between this Order and the action of Petitioner A and shall withhold payment of any benefits until the parties have resolved said discrepancy.
17. All appropriate payments, notices and other communications shall be mailed to Petitioner A and Petitioner B at the respective addresses as set forth in this Order until such time as Petitioner A or Petitioner B advises the Administrator in writing of the occurrence of a change of address or name change.
18. The Court reserves jurisdiction over the parties and the subject matter of this Order until such time as all obligations to Petitioner B under this Order had been fully paid and discharged.

The undersigned attorneys for Petitioner A and Petitioner B hereby approve this Order as to form and content.