

**COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS**

Middlesex, ss.

Nancy Carver,
Petitioner,

Docket No.: CR-24-0170

v.

Date: July 11, 2025

State Board of Retirement,
Respondent.

Appearances:

For Petitioner: Nancy Carver, pro se

For Respondent: Yande Lombe, Esq.

Administrative Magistrate:

Eric Tennen

SUMMARY OF DECISION

Michael Carver retired in 2022. With his retirement application, he submitted an Option Selection Form in which he chose to retire under Option B. He listed his three daughters as his beneficiaries. And as required by the form, it was purportedly signed by his wife, Nancy Carver. However, Ms. Carver never signed the form. Rather, Mr. Carver forged her signature. Ms. Carver did not find out about any of this until after Mr. Carver passed away in 2024. Because her signature was forged, the form is invalid. Accordingly, Mr. Carver's estate is entitled to his remaining funds.

INTRODUCTION

The Petitioner, Nancy Carver, timely appeals the State Board of Retirement's ("Board") decision to distribute the funds in her late husband's account to his daughters. I held an in-person hearing on June 5, 2025. Ms. Carver was the only witness. I entered exhibits 1-10 into evidence. At my request, after the hearing, the Board submitted an additional exhibit that I now enter as exhibit 11.

FINDINGS OF FACT

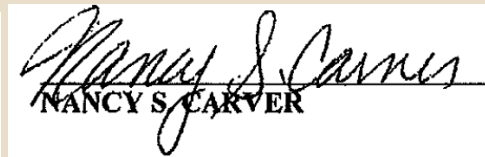
1. Matthew Carver and the Petitioner, Nancy Carver, married in 2002. Together they had two daughters: Rachel and Lily. Mr. Carver had another daughter, Olivia, from a prior relationship. (Testimony; ex. 9.)
2. Mr. Carver worked as a correction officer at the Suffolk County House of Corrections until he retired. (Testimony; ex. 8.)
3. Mr. Carver submitted a retirement application in July 2021. (Ex. 11.)
4. Along with that application, he included a Retirement Option Selection Form (“Selection Form”). This form must be filed with every retirement application because it instructs boards how a member wishes to receive their benefits and how their benefits are to be distributed upon their death. (Ex. 2.)
5. The Selection Form lists the three options a member may choose. Among other things, it requires the member’s signature and a witness signature. The witness signature line further instructs the member that if they are married, the “witness must be your spouse.” (Ex. 2.)
6. Mr. Carver’s Selection Form checked Option B. The form was dated 7/24/01¹ and did not have a witness signature. Also, the beneficiary information was incomplete. (Exs. 2 & 11.)
7. On May 4, 2022, the Board sent him a letter stating it still required a “completed witness section on Option Election Form.” (Ex. 1.)

¹ It appears that Mr. Carver meant to date the form 7/24/21.

8. Mr. Carver resent his application, or portions of it, on May 23 and May 26, 2022. Yet, he still failed to properly fill out his Selection Form. (Ex. 11.)
9. Finally, on June 10, 2022, Mr. Carver faxed a new Selection Form to the Board. (Ex. 4.)
10. He again selected Option B. His signature was dated 5-19-22. And this time, there was a purported witness signature: his wife, Nancy Carver. (Exs. 4 & 11.)
11. The beneficiary information was also complete. He listed his three daughters. (Exs. 9 & 11.)
12. Mr. Carver passed away in January 2024. Ms. Carver contacted the Board to let it know. The Board then informed Ms. Carver that, pursuant to Mr. Carver's application, he listed his daughters as his beneficiaries, and it was going to pay them his remaining funds. (Ex. 9.)
13. Ms. Carver denies she signed the Selection Form. She claims her signature was forged. Based on the evidence adduced at this hearing, I agree.
14. First, there is Ms. Carver's testimony, which I credit, that she did not sign the form. Mr. Carver never spoke to her at all about his retirement nor showed her any paperwork. (Testimony.)
15. That, in and of itself, was not unusual since they both tended to take care of their own financial matters. (Testimony.)
16. The first she heard anything about the Selection Form was when she reached out to the Board to notify it of Mr. Carver's death. When she was informed of his choices, she asked for a copy of his application. That was the first time she saw the form that she supposedly signed. (Testimony.)

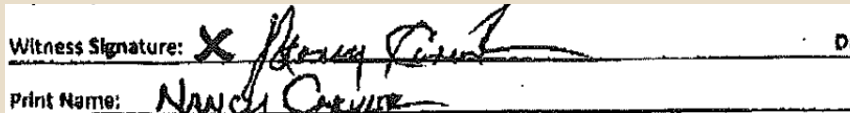
17. Then there is documentary evidence. Ms. Carver submitted official documents that bear her signature: a passport and a notarized deed. Her signature on these official documents looks nothing like the signature on the Selection Form. Among other things, she signs using her middle initial, S, and the signature on the Selection Form does not include that. (Exs. 5, 7, & 8.)

18. Here is her signature on her passport: Here is her signature on a notarized deed:



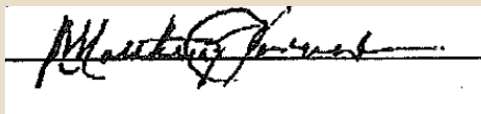
(Exs. 5 & 7.)

19. In contrast, here is "her" signature on the Selection Form



(Ex. 4.)

20. She also submitted a copy of Mr. Carver's license, which has his signature. This matches his own signature on his retirement application:



(Ex. 4.)

21. The signature on the Selection Form that is supposedly Ms. Carver's looks more like Mr. Carver's handwriting, particularly the way he writes his last name. (Ex. 4.)

DISCUSSION

Members who reach retirement age and have the required years of credible service are eligible to receive a superannuation retirement allowance. G.L. c. 32 §§ 5(1) & (2). A member may choose from three basic benefit options that dictate how their retirement allowance is paid. G.L. c. 32 §§ 12(1) & (2). If a member is married when selecting their option, the Selection Form must be signed by the member and their spouse. G.L. c. 32 § 12(1). This spouse's signature is meant to indicate "the member's spouse's knowledge and understanding of the retirement option selected." *Id.* The option selection will generally not take effect until the member's spouse has signed it. However, if the member's selection is not signed by their spouse, the board will notify the spouse of which option was selected and of the spouse's right to acknowledge that they received and understand the board's notification. If the spouse fails to acknowledge the Board's notification within thirty days, then the member's option selection can go into effect without the spouse's signature. *Id.*

Option B, the cash refund annuity, is "[a] lesser retirement allowance payable to [the] member." G.L. c. 32 § 12(2). When a member elects Option B, they receive a reduced monthly retirement allowance for life. A member may designate a beneficiary for their retirement allowance so that, if there is a remaining balance in a member's account when they pass away, that remainder is refunded to the named beneficiary. *Id.* If no beneficiary is selected, the member's legal representative is entitled to the refund. G.L. c. 32 § 11(c)(2).

Option B is also the default option when a member has not selected an option at all or made an invalid option selection. *Madden v. Essex Regional Ret. Bd.*, CR-05-1190, at *8, 2006 WL 4211568 (Div. Admin. Law App. Nov. 17, 2006), *aff'd* 2007 WL 2002688, (Contributory Ret.

App. Bd. Apr. 2, 2007); *Maslauskas v. State Bd. of Ret.*, CR-10-600, at*9 (Div. Admin. Law App. May 8, 2015), *aff'd* 2016 WL 11956802, (Contributory Ret. App. Bd. Feb. 26, 2016); G.L. c. 32 § 12(1). An option selection will be invalid if, for example, the form is filled out incorrectly. Relevant to this appeal, it will also be invalid if a signature is forged; in that case, there is “no retirement option in effect.” *Bakula v. Peabody Ret. Bd.*, CR-17-085, at *5 (Div. Admin. Law App. Jun. 22, 2018).

Mr. Carver attempted to select Option B through a form provided by the Board. To complete this option selection, he was required to obtain a witness signature. Because Mr. Carver was married at the time of his selection, that signature needed to be by his spouse, Ms. Carver. But Mr. Carver did not get Ms. Carver to sign the form and instead forged her signature. This forgery means that the forms are invalid. *Bakula, supra*. Without a valid option selection, Mr. Carver’s default option is Option B. Yet, since Mr. Carver originally selected Option B, and the Board was paying his retirement pursuant to that selection, the invalidity of the form does not have any impact on the amount of the retirement allowance to be refunded. The invalid form does, however, affect who will receive the refund.

Mr. Carver attempted to designate his three daughters as his beneficiaries. As noted, the forged signature on the form is fatal and, in addition to invalidating the option selection, “renders the beneficiary designation ‘without effect.’” *Brunt v. State Bd. of Ret.*, CR-19-0203, at *6 (Div. Admin. Law App. Apr. 30, 2019), *citing Fritz-Elliott v. State Bd. of Ret.*, CR-14-368, at *5, 2016 WL 3476354, (Div. Admin. Law App. Apr. 22, 2016). When there is no beneficiary of record, a retirement account is to be paid out to a member’s “legal representatives.” *Id.*; G.L. c.

32 § 11(2)(c). The term legal representatives “mean[s] the executor or administrator of the deceased retiree’s estate.” *Brunt, supra*.

CONCLUSION AND ORDER

For these reasons, the Board’s decision to distribute Mr. Carver’s funds to his daughters is **vacated**. The Board shall instead refund any balances to his estate’s legal representative.

DIVISION OF ADMINISTRATIVE LAW APPEALS

Eric Tennen

Eric Tennen
Administrative Magistrate