

DOMESTIC RELATIONS ORDERS (DROS) OVERVIEW & CALCULATING RETIREMENT ALLOWANCES WITH DROS



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FALL 2017
PERAC

September 28, 2017

Retirement Boards' Two Concerns About The Implementation Of A DRO

TWO CONCERNS ABOUT IMPLEMENTING A DRO

- | | |
|--|---|
| ① ensuring that the DRO conforms to the provisions of Chapter 32 (specifically that it does not create a benefit that is not otherwise provided by Chapter 32) | ② determining the allocation of the benefit into payments for the Participant and the Alternate Payee |
| ▪ Non-math related | ▪ Math-related |

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What We Will Cover Today

- I say “DRO” you say “QDRO”
- *Section 19, Mangiacotti* and *Section 19* again
- Overview of DROs
- Chapter 77 of the Acts of 2016
- Glossary of Terms
- Examples of Allocation Instructions Contained in Actual DROS
- Option Election
- COLAs & Taxes

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NOTES:

What We Will Cover Today *(Continued)*

- Under age 59 ½ Penalty and Distributions
- Calculation of Benefits and Some Examples
- Confidentiality of a DRO
- Jurisdiction to Modify or Interpret a DRO
- Some cases regarding DROs
- The Best DROs

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A Distinction With(out) A Difference

- **Domestic Relations Order “DRO”** – a judicial order that splits a retirement benefit by recognizing the joint marital ownership interest in the benefit by the plan participant and his or her former spouse.
- **Qualified Domestic Relations Order (“QDRO”)** – The “Q” in QDRO refers to being qualified under ERISA (Employee Retirement Income Security Act of 1974) and section 414(p) of the Internal Revenue Code.

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NOTES:

Chapter 32, Section 19

This is the only section in Chapter 32 which allows for the payment of a benefit to a person “on account of membership of a person other than himself” while the person who is the member of a Chapter 32 system is still living.

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Contributory Retirement Bd. of Arlington v. Mangiacotti, 406 Mass. 184 (1989)

- The divorcing Mangiacottis had a domestic relations order dividing his pension.
- Arlington sought a declaration that Section 19 of Chapter 32 forbid the assignment of any portion of the husband’s pension.
- SJC: *We, therefore, include within [Section] 19’s authorization of the assignment of public pension interests all assignments made pursuant to a marital separation agreement and not just assignments for support, at least when the assignment is supported by a parallel court order entered under G.L. c. 208, [Section] 34.*

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NOTES:

SECTION 19

- G.L. c. 32, Section 19
- Forbids the attachment of a member's pension or annuity account except in certain limited circumstances:
 - *Nothing in this section shall prevent a member's annuity pension, retirement allowance or return of accumulated total deductions from being attached, taken on execution, assigned, or subject to other process to satisfy a support order under chapter two hundred and eight, two hundred and nine, **two hundred and nine A, two hundred and nine C, two hundred and seventy-three**, or received, entered or registered pursuant to chapter 209D, **or an assignment of marital property under chapter two hundred and eight.***

(Emphases supplied.)

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Overview

- Pension rights can be considered a “marital asset” and be divided.
- Order cannot create a right or benefit that does not exist in G.L. c. 32.

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NOTES:

Overview: Member Not Retired

- Court can direct a portion of the allowance to be paid to the former spouse when the member retires.
- Court can direct the selection of a particular option upon retirement (beneficiary must be eligible at that time).
- Court cannot direct a lump sum payment to a former spouse or a separate account.

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Overview: Retired Member

- Court can direct a portion of the allowance to be paid to a former spouse.
- Court cannot direct a lump sum payment to a former spouse.
- Option selection at time of retirement remains in effect.

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NOTES:

Overview: Death Benefits

- Divorce after retirement does not affect option selected at retirement.
- Former spouse who has not remarried can be named as Option C beneficiary.
- If former spouse is named as Option D beneficiary, eligible surviving spouse can elect a benefit and replace former spouse.

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Larsson v. Stoneham Retirement Board CR-10-779 (2013) CRAB Decision

In a nutshell: Member retired for ADR under a presumption, picking Option C and naming his former wife as his Option C beneficiary. Member married 2nd wife, and died of the cause for which he had retired.

Held: Second wife gets a Section 9 benefit, but former wife does not get the Option C benefit. The Section 9 benefit extinguishes the possibility of paying out an Option C.

- See PERAC Memorandum #21/2014

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NOTES:

Chapter 77 of the Acts of 2016

- Signed by Governor Baker on April 13, 2016, with no emergency preamble.
- Effective by its terms to “benefits first granted on or after July 1, 2016.”
- “Benefits” in the second bullet point refers to both Section 9 and Section 12(2)(c) benefits.
- Purpose of bill: To protect the rights of long term, former spouses with a domestic relations order (“DRO”) in place.
- See PERAC Memorandum # 16/2016.

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Glossary

- **“Participant”** The member of your plan whose retirement plan benefits are being divided by a DRO.
- **“Alternate Payee”** The former spouse of the member of your plan who is entitled to some portion of the member’s retirement benefits as divided by an order of a Court.
- **“Alternate Payee’s Benefit”** The separate benefit (but not separate account!) to be established and administered for the Alternate Payee pursuant to the DRO.

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NOTES:

Glossary *(Continued)*

- **“Retirement Plan”** Chapter 32 is the plan, but “plan” listed on most DROs is the Chapter 32 system to which the member belongs (i.e., Cambridge, Montague, Quabbin, etc.)
- **“Plan Administrator”** The Chapter 32 system of which the member belongs. This heading usually includes the mailing address of the retirement board in question.

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Domestic Relations Orders

- Allocate benefits to Participant and Alternate Payee
 - Not all DROs are the same
 - Superannuation benefits
 - Accidental Disability benefits

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NOTES:

Allocation of Superannuation Benefits - Examples

Example S-1:

The Alternate Payee's Benefit shall be equal to 40% of the Participant's benefit which had accrued as of [Date of Divorce], commencing at the time of the Participant's actual retirement. The benefit accrued as of [Date of Divorce], is the benefit the Participant would have received on a deferred vested basis at his actual retirement date as if he had terminated his employment on [Date of Divorce]. Such benefit shall be reduced to reflect the election of Option B pursuant to Paragraph 7.

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Allocation of Superannuation Benefits - Examples (Continued)

Example S-2:

The Alternate Payee's Benefit shall be equal to 25% of the Marital Portion of the Participant's accrued benefit under the Retirement Plan commencing at the time of the Participant's actual retirement, where the "Marital Portion" is the benefit which the Participant would have received at his actual retirement date in the absence of this Order, determined using his high three-year regular compensation, as used by the Retirement Plan, at the time of his actual retirement, and using the benefit percentage specified in the Retirement Plan for the age at which the Participant actually retires and commences receiving his benefit and using his credited service under the Retirement Plan from the date of the parties' marriage of [Date of Marriage] through the date of the parties' divorce, [Date of Divorce].

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NOTES:

Allocation of Superannuation Benefits - Examples (Continued)

Example S-3:

The Alternate Payee's Benefit shall be equal to 50% of the Marital Portion of the Participant's gross benefit commencing at the time of the Participant's actual retirement. For purposes of superannuation retirement, the marital portion of the Participant's gross benefit is the benefit which the Participant would have received under Option A at his actual retirement date in the absence of this Order determined using his highest consecutive three-year average regular compensation as of [Date of Divorce], and using the benefit percentage specified in the Retirement Plan for the age at which the Participant' actually retires and commences receiving his benefit, but using only his credited service under the Retirement Plan from [Date of Marriage] through [Date of Divorce].

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Allocation of Superannuation Benefits - Examples (Continued)

Example S-4:

The Alternate Payee's Benefit shall be equal to Fifty percent (50%) of the Participant's benefit, commencing at the time of the Participant's actual retirement.

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NOTES:

Allocation of Superannuation Benefits - Examples (Continued)

Example S-5:

This Order assigns to the Alternate Payee an amount equal to forty percent (40%) of the Marital Portion of the Participant's benefit commencing at the time of the Participant's actual retirement.

The Marital Portion of the Participant's benefit is the hypothetical benefit which the Participant would have received at the date of divorce, in the absence of this Order, determined using his highest consecutive three-year average salary on [Date of Divorce], and using the benefit percentage specified in the Retirement Plan for the Participant's age as of [Date of Divorce], and using only his credited service under the Retirement Plan through [Date of Divorce]. The hypothetical benefit will be calculated pursuant to G.L. c. 32, §5.

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Allocation of Accidental Disability Benefits - Examples

Example A-1:

In the event that the Participant receives a disability benefit from the Retirement Plan, due to either Accidental or Ordinary Disability, the Alternate Payee's Benefit shall be equal to Forty (40) percent of the Marital Portion of the Participant's disability retirement. For purposes of calculating the Ordinary or Accidental Disability, the Marital Portion shall mean a fraction, the numerator of which is the Participant's number of months of credited service earned prior to [Date of Divorce]; and the denominator of which shall be the Participant's total number of months of credited service earned through the date of his disability retirement.

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NOTES:

Allocation of Accidental Disability Benefits - Examples (Continued)

Example A-2:

If the Participant retires with accidental disability benefits under G.L. c. 32, §7, the Alternate Payee's Benefit shall be Fifty percent (50%) of the Participant's benefit commencing at Participant's disability retirement.

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Allocation of Accidental Disability Benefits - Examples (Continued)

Example A-3:

In the event that the Participant receives a disability benefit from the Retirement Plan, due to either accidental or ordinary disability, the Alternate Payee's Benefit shall be equal to 25% of the Participant's disability retirement commencing at the time of the Participant's disability retirement, calculated using the Participant's years of service from [Date of Marriage] through [Date of Divorce]. However, the Participant shall retain 100% of the excess of the amount of the accidental disability benefit over the amount of the benefit which would have been payable for ordinary disability.

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NOTES:

Option Election

- Some DROs require that the Participant choose a certain option
- Some DROs let the Participant choose the option
 - DRO states that Alternate Payee is to be the beneficiary
 - DRO lets the participant choose any beneficiary
 - Benefits reduced by “cost of electing option (b) or (c)”

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COLAs & Taxes

- Some standard provisions in a DRO:
 - *The Alternate Payee shall be entitled to receive a pro rata share of any cost-of-living increases (COLAs).*
 - *The Alternate Payee’s benefit shall be includable in her taxable income.*
 - *The Alternate Payee’s benefit shall be excludable from participant’s taxable income.*
 - (Note: The tax status of Alternate Payee’s payment will mirror that of Participant’s tax status.)

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NOTES:

Under Age 59½ Penalty and Distributions Under a DRO

- **Question:** A member took out his accumulated deductions, and he had a DRO. The Alternate Payee will be receiving a 1099-R at the end of the year for the amount that was sent to her. Will her distribution be subject to the 10% tax penalty because the alternate payee is under age 59½?
- **Answer:** The 10% early distribution tax does not apply to payments to an alternate payee under a DRO (or under a child support order), regardless of the age of the member or the alternate payee.

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Calculation of Benefits

- Determine the option and beneficiary
- Usually requires 2 or 3 different calculations
 - Allowance in the absence of the Order
 - Always need to do this
 - Determines total outlay by Board of the two benefits
 - Allowance to determine Alternate Payee's Benefit
 - Allowance to determine "cost of electing option"
- Determine the Alternate Payee's Benefit
- Determine the Participant's Benefit
 - Difference between total allowance and Alternate Payee's Benefit

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NOTES:

Calculation of Benefits (Continued)

- What is the accrued benefit?
 - Not defined in Chapter 32
 - Understood to be the benefit payable at Normal Retirement Age using service (and salary) accrued through date of divorce/separation
 - Most DROs will include language which defines the accrued benefit
 - Calculated at the actual retirement date
 - Uses service accrued through the date of divorce/separation
 - Salary
 - At time of actual retirement or
 - At time of Divorce
 - » Use this amount if DRO is silent (see Example S-1)

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Calculation of Benefits - Examples

Example S-1:

***Determination of Alternate Payee's Benefit** - The Alternate Payee's Benefit shall be equal to 40% of the Participant's benefit which had accrued as of [Date of Divorce], commencing at the time of the Participant's actual retirement. The benefit accrued as of [Date of Divorce], is the benefit the Participant would have received on a deferred vested basis at his actual retirement date as if he had terminated his employment on [Date of Divorce]. Such benefit shall be reduced to reflect the election of Option B pursuant to Paragraph 7.*

***Option Election; Designation of Beneficiary** - The Participant agrees to elect to receive his retirement benefit under Option B of the Retirement Plan and agrees to designate the Alternate Payee as the sole beneficiary for the death benefit under Option B of the plan.*

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-1 (Continued):

- Option (B) Retirement Allowance (if no DRO): \$60,000
- Option (B) Retirement Allowance (accrued through date of divorce): \$24,000
- Alternate Payee's Benefit Under Option (B):
 $\$9,600 = 40\% \times \$24,000$
- Participant's Benefit Under Option (B):
 $\$50,400 = \$60,000 - \$9,600$

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Calculation of Benefits - Examples (Continued)

Example S-2:

Determination of Alternate Payee's Benefit - The Alternate Payee's Benefit shall be equal to 25% of the Marital Portion of the Participant's accrued benefit under the Retirement Plan commencing at the time of the Participant's actual retirement, where the "Marital Portion" is the benefit which the Participant would have received at his actual retirement date... determined using his high three-year regular compensation...at the time of his actual retirement, and using the benefit percentage specified in the Retirement Plan for the age at which the Participant actually retires and commences receiving his benefit and using his credited service under the Retirement Plan from the date of the parties' marriage of [Date of Marriage] through the date of the parties' divorce, [Date of Divorce].

Option Election; Designation of Beneficiary - The Participant agrees to elect to receive his retirement benefit under Option C (or Option B) of the Retirement Plan and irrevocably designate the Alternate Payee as the sole beneficiary for the survivor or death benefit under Option C (or Option B) of the plan.

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-2 (Continued):

- Option (C) Retirement Allowance (if no DRO): \$48,000
- Option (C) Retirement Allowance (accrued through date of divorce): \$27,000
- Alternate Payee's Benefit Under Option (C):
\$6,750 = 25% x \$27,000
- Participant's Benefit Under Option (C): \$41,250 = \$48,000 - \$6,750

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Calculation of Benefits - Examples (Continued)

Example S-3:

Determination of Alternate Payee's Benefit - The Alternate Payee's Benefit shall be equal to 50% of the Marital Portion of the Participant's gross benefit commencing at the time of the Participant's actual retirement. For purposes of superannuation retirement, the marital portion of the Participant's gross benefit is the benefit which the Participant would have received under Option A at his actual retirement date in the absence of this Order determined using his highest consecutive three-year average regular compensation as of [Date of Divorce], and using the benefit percentage specified in the Retirement Plan for the age at which the Participant actually retires and commences receiving his benefit, but using only his credited service under the Retirement Plan from [Date of Marriage] through [Date of Divorce].

Option Election; Designation of Beneficiary - Participant shall be eligible to elect any option and any eligible beneficiary at the time of retirement. Any such election shall not reduce the benefit payable to the Alternate Payee.

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-3 (Continued):

- Option (C) Retirement Allowance (if no DRO): \$66,000
- Option (A) Retirement Allowance (accrued through date of divorce): \$39,000
- Alternate Payee's Benefit Under Option (A):
 $\$19,500 = 50\% \times \$39,000$
- Participant's Benefit Under Option (C):
 $\$46,500 = \$66,000 - \$19,500$

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Calculation of Benefits - Examples (Continued)

Example S-3 (Alternate):

Determination of Alternate Payee's Benefit - Same as before.

Option Election; Designation of Beneficiary - Participant shall be eligible to elect to receive his retirement benefit under any payment Option offered by the Retirement Plan.

If the Participant elects to receive his benefit under Option B (or Option C) and name the Alternate Payee as the Option B (or Option C) beneficiary, then the Alternate Payee's benefit will be reduced by the cost of electing Option B (or Option C).

If the Participant elects to receive his benefit under Option B (or Option C) and name anyone other than the Alternate Payee as the Option B (or Option C) beneficiary, then the Participant's benefit will be reduced by the cost of electing Option B (or Option C).

The "cost" of electing Option B (or Option C) shall be defined as the difference between the monthly benefit under the elected option and what the monthly benefit would have been under Option A.

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-3 (Alternate) (Continued):

- Option (C) Retirement Allowance (if no DRO): \$66,000
- Option (A) Retirement Allowance (if no DRO): \$72,000
- Option (A) Retirement Allowance (accrued through date of divorce): \$39,000
- Alternate Payee's Benefit Under Option (A):
 $\$19,500 = 50\% \times \$39,000$
- Participant's Benefit Under Option (A):
 $\$52,500 = \$72,000 - \$19,500$

If the Participant elects Option (A) then all done!

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Calculation of Benefits - Examples (Continued)

Example S-3 (Alternate) (Continued):

- Option (A) Retirement Allowance (if no DRO): \$72,000
- Option (C) Retirement Allowance (if no DRO): \$66,000
- Difference between Option (A) and Option (C):
 $\$6,000 (\$72,000 - \$66,000)$

If Alternate Payee is named as the Option (C) beneficiary:

- Alternate Payee's Option (A) amount reduced:
 $\$13,500 = \$19,500 - \$6,000$
- Participant's Option (A) amount is unreduced: \$52,500
- Total Benefit paid by Retirement Board: $\$66,000 = \$52,500 + \$13,500$

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-3 (Alternate) (Continued):

- Option (A) Retirement Allowance (if no DRO): \$72,000
- Option (C) Retirement Allowance (if no DRO): \$66,000
- Difference between Option (A) and Option (C):
\$6,000 (\$72,000 - \$66,000)

If Alternate Payee is NOT named as the Option (C) beneficiary:

- Alternate Payee's Option (A) amount is unreduced: \$19,500
- Participant's Option (A) amount is reduced: \$46,500 = \$52,500 - \$6,000
- Total Benefit paid by Retirement Board: \$66,000 = \$46,500 + \$19,500

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Calculation of Benefits - Examples (Continued)

Example S-4:

Determination of Alternate Payee's Benefit - The Alternate Payee's Benefit shall be equal to Fifty percent (50%) of the Participant's benefit, commencing at the time of the Participant's actual retirement.

Option Election; Designation of Beneficiary - The Participant shall elect to receive his retirement benefit under Option C of the Retirement Plan, and shall name the Alternate Payee as the survivor beneficiary, provided that the Alternate Payee is living and not remarried at the time of Participant's retirement. If the Alternate Payee is remarried at the time of Participant's retirement, Participant shall elect Option A. The parties' benefits shall be reduced pro rata to reflect the difference between benefits payable under Option A and Option C.

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-4 (Continued):

- Option (A) Retirement Allowance: \$60,000
- Option (C) Retirement Allowance: \$55,000
- Alternate Payee's Benefit Under Option (A):
\$30,000 ($\$60,000 \times 50\%$)
- Participant's Benefit under Option (A):
\$30,000 ($\$60,000 - \$30,000$)

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Calculation of Benefits - Examples (Continued)

Example S-4 (Continued):

- Option (A) Retirement Allowance: \$60,000
- Option (C) Retirement Allowance: \$55,000
- *Difference between Option (A) and Option (C): \$5,000 ($\$60,000 - \$55,000$)*
- Pro rata share of the difference (Alternate Payee/Participant): $\$2,500/\$2,500$
- Alternate Payee's Benefit under Option (C): $\$27,500 (\$30,000 - \$2,500)$
- Participant's Benefit under Option (C): $\$27,500 (\$30,000 - \$2,500)$
- Total Benefit paid by Retirement Board: $\$55,000 = \$27,500 + \$27,500$

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NOTES:

Calculation of Benefits - Examples (Continued)

Example S-5:

Determination of Alternate Payee's Benefit - This Order assigns to the Alternate Payee an amount equal to forty percent (40%) of the Marital Portion of the Participant's benefit commencing at the time of the Participant's actual retirement.

The Marital Portion of the Participant's benefit is the hypothetical benefit which the Participant would have received at the date of divorce, in the absence of this Order, determined using his highest consecutive three-year average salary on [Date of Divorce], and using the benefit percentage specified in the Retirement Plan for the Participant's age as of [Date of Divorce], and using only his credited service under the Retirement Plan through [Date of Divorce]. The hypothetical benefit will be calculated pursuant to G.L. c. 32, §5.

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Calculation of Benefits - Examples (Continued)

Example S-5 (Continued):

This was an actual case!

- Participant had 19 years of service at the date of divorce
- Participant was age 43 at the date of divorce
 - *The Marital Portion of the Participant's benefit is the hypothetical benefit which the Participant would have received at the date of divorce, in the absence of this Order...*
- At the date of divorce, the Participant was not eligible to retire so the benefit which he would have received on this date would be \$0.

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NOTES:

Confidentiality of a DRO

- PERAC Memo # 46/2007, attaching letter from Supervisor of Public Records: Date of Birth not a public record.
- PERAC Memo # 15/2008, attaching Probate and Family Court Standing Order 3-08:

Domestic Relations orders will be retained separately from the case file and will be unavailable for public inspection.

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Jurisdiction To Modify Or Interpret A DRO

- ***Farquhar v. New England Trust Company, et al.***, 261 Mass. 209 (1927)

In a nutshell: A decree of a probate court may not be attacked in any collateral proceeding.

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NOTES:

Jurisdiction to Modify or Interpret a DRO (Continued)

- ***Bigwood v. State Board of Retirement***, CR-12-106 (DALA, September 14, 2012)

In a nutshell: Neither a retirement board nor the Division of Administrative Law Appeals has jurisdiction over the interpretation of DROs. The Probate Court appropriately has jurisdiction over such matters. If there is a question as to the terms of a DRO, the matter should be resolved in the Probate Court.

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Some Cases Involving Interesting Aspects of DROs

- *Borin v. MTRS*
- *Holland v. Boston Retirement Board & Holland*
- *Lander v. Lander*
- *Mason v. Mass. Teachers' Retirement System*
- *Moore v. Boston Retirement Board & PERAC*
- *Tompkins v. Tompkins*

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NOTES:

Borin v. MTRS

- DALA decision, issued on October 2, 2015
CR-14-53 (on appeal to CRAB)

In a nutshell: Retiree subject to a DRO didn't want the portion of his retirement which is paid to his former wife to be included in calculation of his post-retirement earnings.

Held: MTRS properly calculated excess earnings of retired school administrator based on his total retirement allowance rather than the amount he received after the former wife was paid in accord with the DRO.

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Holland v. Boston Retirement Board & Holland

- DALA decision, issued on April 1, 2016
CR-13-13 (not appealed so this is final decision of CRAB)

In a nutshell: DRO at time of parties' divorce provided that the alternate payee's benefit would be calculated as if member had retired on date of divorce. Subsequent legislation moved the member to Group 4 from Group 2 by the time he retired. Member retired just shy of his 55th birthday, which drastically reduced the amount payable to his former wife. Former wife appealed.

Held: Wife's appeal denied. The Board calculated the benefit correctly in accord with the terms of the DRO.

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NOTES:

Lander v. Lander

- Rule 1:28 Appeals Court decision, issued on May 23, 2017, Case No. 16-P-89
- **In a Nutshell:** Husband and wife divorced in 2007, when Husband was 64 years old. However, he did not (and apparently has not) retired. He remarried in 2013. Wife sues for breach of contract and fiduciary duty.
- **Held:** Remanded for further proceedings and findings.

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Mason v. Massachusetts Teachers' Retirement System

- DALA decision, issued on May 26, 2017 CR-16-200 (on appeal to CRAB)
- In a Nutshell:** Husband and wife divorced in 2003. Wife required to name Husband Option C beneficiary. Husband remarried but had divorced by the time of Wife's retirement. Wife balked at naming him her Option C beneficiary.
- Held:** The phrase "former spouse who has not remarried" does not mean "former spouse who has never remarried." Husband entitled to Option C.

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NOTES:

Moore v. Boston Retirement Board & PERAC

- A CRAB decision issued on September 30, 2016, CR-12-73 (on appeal to the Superior Court)

In a nutshell: Member died prior to filling out Option Selection Form naming his former wife as Option C beneficiary as required by a DRO. Former wife sought to have DRO serve as prescribed form.

Held: A DRO is not a “prescribed form approved by the actuary” and may not be used as a substitute for the same.

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Tompkins v. Tompkins, **65 Mass. App. Ct. 487 (2006)**

In a nutshell: Parties divorced after 30 years of marriage. Husband was a member of a Chapter 32 system. Wife was granted 50% of his retirement benefits accrued as of the date of separation. Everything was great until the husband actually retired and saw what would be payable to his former wife. He filed suit claiming there has been a “mistake”.

Held: DRO not inconsistent with stipulations of the parties. Also, Husband’s challenge “not brought within a reasonable time after entry of judgment.”

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NOTES:

Resources

- PERAC Memorandum #15/2008
- PERAC Memorandum #21/2014
- PERAC Memorandum #16/2016
- The MTRS Guide “*What You Need to Know as a Party to a Domestic Relations Order,*” located at <http://www.mass.gov/mtrs/docs/publications/dros.pdf>

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The Best DROs

- Spell out what is expected of each party.
- Address contingencies.
- Are reviewed by the Board for conformity with Chapter 32 and mathematical ability to calculate the benefit **at the time of submission to the Board**, not at the time of the member’s retirement.

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NOTES:

COMMONWEALTH OF MASSACHUSETTS

Public Employee Retirement Administration Commission

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