

**COMMONWEALTH OF MASSACHUSETTS**

**Middlesex, ss.**

**Division of Administrative Law Appeals**

**Terry Lovett,**  
Petitioner

Docket No. CR-25-0523

v.

**State Board of Retirement,**  
Respondent

**Appearances:**

For Petitioner: Terry Lovett, pro se

For Respondent: Yande Lombe, Esq.

**Administrative Magistrate:**

Judi Goldberg

**SUMMARY OF DECISION**

Petitioner appeals respondent's denial of his request to change his late wife's retirement option selection under G.L. c. 32, § 12, alleging that someone forged his signature on the retirement option selection form. As a result, he asserts that the form and the selected option are invalid. The signature was not forged and nothing else invalidates the selection. Respondent's decision is affirmed.

**DECISION**

Petitioner Terry Lovett timely appealed respondent State Board of Retirement's (SBR) decision to uphold his late wife's selection of an Option A retirement allowance. Mr. Lovett asserts that his signature on his late wife's retirement option selection form is a forgery and therefore the option selection is invalid. I held a virtual hearing on July 16, 2026, during which Mr. Lovett was the only witness. I admitted the agreed-upon Exhibits 1-9 into the record. The SBR subsequently proposed an additional exhibit, which I now admit as Exhibit 10 over no objection. Both parties submitted written closing briefs, after receipt of which I closed the record.

### **Findings of Fact**

Based on the evidence in the record and reasonable inferences drawn from it, I make the following findings of fact:

1. Deanna Lovett worked for Greenfield Community College for more than 30 years until her retirement (effective October 13, 2018). (Exs. 1, 7.)

2. Terry Lovett, Ms. Lovett's husband of 43 years, worked in construction. During the last 10 or 15 years of their marriage, his work was seasonal and he worked six months of the year. Although he was away from home Monday through Friday during this time, he and Ms. Lovett lived together during their entire marriage. (Testimony.)

3. Ms. Lovett always handled the couple's finances. Mr. Lovett would turn his paycheck over to her, holding back a small amount for personal spending. Ms. Lovett paid all the couple's bills. Ms. Lovett also took care of their tax returns; she would complete the forms and tell him where to sign. He did not review the forms before signing them. He joked that "[h]alf the time she'd even tell me how much we were getting back." (Testimony.)

4. Ms. Lovett experienced some health challenges towards the end of 2018 and used all her vacation and sick time to stay home when she was not feeling well. (Testimony.)

5. On November 20, 2018, with support from the human resources coordinator at Greenfield Community College, Ms. Lovett indicated her intent to retire. (Ex. 6.)

6. On December 20, 2018, Ms. Lovett completed a retirement application.<sup>1</sup> On the retirement option selection form, she selected “Option A – NO SURVIVOR RETIREMENT BENEFITS.”<sup>2</sup> (Ex. 5.)

7. The retirement option selection form has a place for the member’s signature and for a married member’s spouse’s signature. On Ms. Lovett’s form, there are signatures on both signature lines; Ms. Lovett’s signature slants slightly to the left and Mr. Lovett’s signature slants to the right. This is consistent with Ms. Lovett having been left-handed and Mr. Lovett being right-handed. Ms. Lovett printed Mr. Lovett’s name and address below the signature line. (Ex. 5; Testimony.)

8. On February 21, 2019, the SBR sent Ms. Lovett a letter describing the details of her retirement benefits and a pension data sheet. The top of the pension data sheet states that Ms. Lovett had “chosen Option A – No refund: All benefits end upon your death.” (Ex. 10.) There is no evidence in the record that Ms. Lovett ever questioned or challenged her option selection as detailed in this letter.

9. Mr. Lovett was not familiar with the three different retirement options that are available to state employees. He had spent time in the military and was familiar with the military retirement options and he assumed that the state options were similar. He and Ms. Lovett never discussed the three different retirement options available to her. (Testimony.)

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<sup>1</sup> Ms. Lovett apparently completed and sent a retirement application to the SBR in early December 2018, which the SBR never received. The form at issue here is the second retirement application that she completed. (Ex. 6.)

<sup>2</sup> The retirement option selection form also listed “Option B – LUMP SUM PAYMENT TO BENEFICIARY IN EVENT OF EARLY DEATH” and “Option C – JOINT SURVIVOR ALLOWANCE.” (Ex. 5.)

10. Ms. Lovett passed away on July 21, 2025. (Ex. 8.)
11. In August 2025, Mr. Lovett disputed the retirement option selection form and requested an investigation into the spousal signature's validity. Mr. Lovett denied that he had signed the form. (Ex. 3.)
12. On August 29, 2025, the SBR wrote to Mr. Lovett, declining to conduct such an investigation and informing him of his appeal rights. (Ex. 1.)
13. On September 3, 2025, Mr. Lovett filed a timely appeal, again arguing that the signature on the retirement option selection form is not his. (Ex. 2.)
14. Mr. Lovett does not know who signed the form on the spousal signature line; he testified that he had "no clue" who would have signed the form. (Testimony.)
15. Mr. Lovett believes that certain letters in the signature on the form look different than how he usually signs his name. (Testimony.)
16. The parties submitted joint exhibits that include eight of Mr. Lovett's signatures:
  - (a) September 3, 2025, appeal letter (Ex. 2);
  - (b) August 2025 letter disputing the validity of Ms. Lovett's signature (Ex. 3);
  - (c) January 11, 2024, used vehicle warranty (Ex. 9);
  - (d) January 9, 2024, car purchase invoice (Ex. 9);
  - (e) December 20, 2018, option selection form (Ex. 5);
  - (f) September 19, 2013, bank new customer form (Ex. 9); and
  - (g) January 9, 2012, two signatures on bank signature card (Ex. 9).

### Analysis

When a member retires from public service, they may complete a retirement option selection form and choose between three retirement options (A, B, and C) that shape how the member will receive their retirement allowance. G.L. c. 32, § 12(1), (2). Option A gives the member the highest retirement allowance, but once the member dies, any beneficiaries receive nothing even if funds remain in the member's annuity savings account. *Id.* § 12(2)(a). Option B gives the member a slightly lower allowance, but if the member dies while there are funds in the member's annuity savings account, any remaining balance goes to a designated beneficiary. *Id.* § 12(2)(b). Finally, Option C gives a substantially lower retirement allowance, but when the member dies, a designated beneficiary receives a retirement allowance until their own death regardless of the remaining balance in the member's annuity savings account. *Id.* § 12(2)(c).

If a member retires while married, both the member and their spouse must sign the retirement option selection form to indicate the spouse's "knowledge and understanding" of the selected retirement option. *Id.* § 12(1). If the retirement option selection form does not include a spouse's signature, then the retirement board must notify the spouse as to which option the member selected and as to their right to acknowledge the choice. *Id.* If the spouse chooses to withhold their acknowledgement, the member's selected option will take effect without the spouse's signature after thirty days. *Id.*; see also *Millar v. State Bd. of Ret.*, CR-12-634, at \*4 (Div. of Admin. Law App. June 29, 2018) ("A spouse cannot override the choice, and the spouse's signature or lack thereof just represents awareness of the retiree's choice.").

If a member does not select an option, Option B becomes the default. *Madden v. Essex Reg'l Ret. Bd.*, CR-05-1190, 2006 WL 4211568, at \*4 (Div. Admin. L. App. Nov. 17, 2006), *aff'd*, 2007 WL 2002688, (Contributory Ret. App. Bd. Apr. 2, 2007). One way a retirement option

selection form becomes invalid is if there is a forged spousal signature. *See, e.g., Carver v. State Bd. of Ret.*, CR-24-0170, 2025 WL 2021567, at \*3 (Div. Admin. L. App. July 11, 2025); *Bakula v. Peabody Ret. Bd.*, CR-17-085, at \*5 (Div. of Admin. L. App. June 22, 2018). If the retirement option selection form contains a forged spousal signature, there would be no retirement option in effect and Option B would become the default. *Bakula, supra*; *Maslauskas v. State Bd. of Ret.*, CR-10-600, 2016 WL 11956802, at \*1 (Contributory Ret. App. Bd. Feb. 26, 2016) (affirming that invalid option selection results in Option B as default).

In this case, Ms. Lovett's retirement option selection form includes a signature in the space reserved for a spouse's signature. Mr. Lovett asserts that this signature is a forgery. He testified that he did not sign the form, would not have signed the form, and did not know who signed the form. He identified several letters in the signature that looked different to him from his normal signature. Mr. Lovett testified sincerely and was firm in his stance. I believe that Mr. Lovett testified honestly to the best of his recollection about whether he signed this form in 2018.

However, Mr. Lovett's signature on his wife's retirement option selection form does not look like a forgery. His signature on the form is substantially the same as the other seven signatures in the record, which were largely consistent with each other over more than ten years. This situation is different from the signature in *Carver*, in which notable discrepancies stood out between the forged signature and the exemplars, including the form of certain letters and the omission of a middle initial, and there was a striking similarity with the husband's own signature. *Carver, supra*, at \*4. Here, however, there are no clear indicators of forgery. The shape of the letters in Mr. Lovett's signatures and the angle and flow of the eight signatures are largely the same.

“[C]omparison to a genuine specimen by the trier of fact is accepted practice in Massachusetts.” *Commonwealth v. O’Connell*, 438 Mass. 658, 663 & n.8 (2003) (citing 2 J. Wigmore, *Evidence* § 570, at 790-91 (Chadbourn rev. ed. 1979) (“[A]ny person able to read and write is competent to form and to express a judgment as to the genuineness of handwriting . . . no special skill in judging of writings is required[.]”)). After comparing the signature on the option selection form with seven other examples of Mr. Lovett’s signature, I find that the signature on the option selection form does not appear to be a forgery.

In addition to comparing the signatures, I also take note of how the couple managed their finances. Ms. Lovett took care of all their financial issues; Mr. Lovett was unaware of how she managed their money. Notably, when she prepared their tax returns, he did not read them or even check them, but rather simply signed where Ms. Lovett directed. With this as the backdrop, it would have been consistent with their usual practices for Ms. Lovett to have prepared the form and asked Mr. Lovett to sign it, which I believe he did.

Mr. Lovett has not presented any other evidence that would invalidate the retirement option selection form other than his recollection that he did not sign a specific form eight years ago. Considering how the Lovetts managed their finances, a visual comparison of eight signatures, and the lack of any additional evidence, I find that Mr. Lovett has failed to carry his burden of proving an entitlement to a benefit under Chapter 32. *See, e.g., Hill v. State Bd. of Ret.*, CR-07-605, at \*10 (Div. Admin. L. App. June 12, 2009).

As a result, Ms. Lovett’s option selection is valid. Once a member’s effective retirement date has passed, neither she nor her spouse may amend the option. *See Luccardi v. State Bd. of Ret.*, No. CR-09-538, at \*3-4 (Div. of Admin. L. App., Jan. 11, 2013) (“There is no provision in Chapter 32 that allows for the change of an option selection after the retirement of the

member.”), *aff’d*, 2013 WL 12629430 (Contributory Ret. App. Bd., Dec. 5, 2013). Ms. Lovett’s Option A selection remains the effective option.

**Conclusion and Order**

Based on the above analysis, the decision of the SBR is hereby affirmed.

Dated: August 28, 2026

/s/ Judi Goldberg

Judi Goldberg, Administrative Magistrate  
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