

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Heather M. Renda,
Petitioner

v.

Docket No. CR-26-0032
Date: June 26, 2026

State Board of Retirement,
Respondent

Appearance for Petitioner:

Laura E. Larose, Esq.

Appearance for Respondent:

Alison K. Eggers, Esq.

Administrative Magistrate:

Kenneth J. Forton

SUMMARY

The Board correctly denied the Petitioner's request for a member-survivor allowance because her former spouse failed to designate her as his Option D beneficiary on the prescribed form before his death, as he agreed to do in the parties' domestic relations order (DRO). A DRO is not a "prescribed form" under the retirement law. The Board also correctly denied the Petitioner's request for a refund of the member's accumulated total deductions. The separation agreement executed in connection with the divorce voided all beneficiary designations except as provided in the DRO. Because the DRO is silent on the scenario that occurred—death before retirement with no Option D designation filed and no remarriage—the separation agreement's general waiver controls, and the Petitioner's 2007 designation as the primary § 11(2)(c) beneficiary is null and void. Now, in the absence of any further order from the Probate

and Family Court, the contingent § 11(2)(c) beneficiary, their son Stephen, is entitled to the refund of his father's annuity savings account.

DECISION

Petitioner Heather M. Renda appeals from Respondent State Board of Retirement's January 12, 2026, decision denying her a member-survivor allowance under G.L. c. 32, § 12(2)(d), and a refund of the accumulated total deductions in her late ex-husband Lawrence A. Amblo's annuity savings account under § 11(2)(c). The appeal was submitted on the papers without objection. *See* 801 CMR 1.01(10)(c). Ms. Renda submitted 2 proposed exhibits. The Board submitted 6 proposed exhibits, numbers 3-8. I hereby admit Exhibits 1-8 into evidence.

FINDINGS OF FACT

Based on the documents presented by the parties, I make the following findings of fact:

1. Heather Renda and Lawrence Amblo married on July 1, 1988. (Ex. 8.)
2. Mr. Amblo began working for the Commonwealth at the Department of Correction in 1995 and became a member of the Massachusetts State Employees' Retirement System. (Ex. 3.)
3. Upon enrollment on September 12, 1995, Mr. Amblo completed a Nomination of Beneficiary Form designating Ms. Renda as his sole beneficiary under G.L. c. 32, § 11(2)(c) for a lump-sum refund of his retirement account in the event of his death. (Ex. 3.)
4. On March 6, 2007, Mr. Amblo completed a Change of Beneficiary Form keeping Ms. Renda as his primary beneficiary and adding his son, Stephen, as a contingent beneficiary. The record contains no Option Selection Form. (Ex. 4.)

5. A Judgment of Divorce Nisi was issued by the Worcester County Probate and Family Court on July 23, 2019; it became absolute on October 22, 2019, pursuant to G.L. c. 208, § 1B. The judgment incorporated the couple's separation agreement with certain provisions surviving as an independent contract regarding the division of property. The separation agreement provided that each party waived their right to benefit from "any designation as beneficiary of any employee benefit plan . . . or IRAs and other pension plan(s) and all non-probate assets, of the other party, except as otherwise stated in this Agreement," and further acknowledged that "any such designation as beneficiary hereby is null and void, except as set forth in this Agreement," with the marital portion of Mr. Amblo's pension designated for equal division by means of a DRO. (Exs. 5, 8.)

6. The Probate and Family Court entered a DRO on July 6, 2020. The DRO addressed several scenarios. Paragraph 8 assigned Ms. Renda 50% of the marital portion of Mr. Amblo's gross benefit on superannuation retirement. Paragraph 9 addressed disability retirement on the same basis. Paragraph 11 assigned her 50% of his account balance as of October 22, 2019, "[i]n the event the Participant elects to receive a return of his accumulated contributions and interest prior to his death." Paragraph 12 required him to designate Ms. Renda on the prescribed form as his sole § 12(2)(d) beneficiary if he died before retiring, provided she had not remarried, or, in the alternative, to designate her as beneficiary of 50% of his marital-period contributions if she had remarried. Paragraph 13 expressly stated that it did not require

the Board to provide Ms. Renda “any type or form of benefit or any option not otherwise provided” under the retirement plan. (Exs. 1, 5.)

7. Because the DRO touched upon Chapter 32 retirement benefits, the Board pre-approved the DRO as to form and, upon receipt, advised it would carry out its terms upon Mr. Amblo’s retirement, refund request, or death before retirement, whichever came first. (Exs. 1, 5.)

8. Mr. Amblo filed no Option D form, and no other beneficiary form, with the Board after 2007. (Exs. 1, 7.)

9. Mr. Amblo died in service on November 4, 2025. (Ex. 6.)

10. By letter dated January 12, 2026, the Board denied Ms. Renda’s request for a member-survivor allowance and a refund of Mr. Amblo’s accumulated deductions, on the ground that he had not filed the prescribed forms. Ms. Renda filed a timely appeal. (Exs. 1, 7.)

CONCLUSION AND ORDER

When a member dies in service, G.L. c. 32, § 11(2)(a) directs that “the amount of any accumulated total deductions credited to his account in the annuity savings fund . . . shall . . . be paid in one sum to his surviving beneficiary or beneficiaries entitled thereto.” The disposition of the member’s retirement account depends on whether he nominated an Option D beneficiary on the prescribed form under G.L. c. 32, § 12(2)(d).¹

¹ G.L. c. 32, § 12(2)(d) states: “At any time a member, upon his written notice on a prescribed form filed with the board prior to his death, may nominate an eligible beneficiary as set forth under option (c) of this section, who if such member dies before being retired shall receive the yearly amount of the option (c) allowance to which such

If he did, that beneficiary receives a periodic member-survivor allowance. If he did not, the refund goes to the beneficiary named under § 11(2)(c).² If there is no beneficiary of record, it passes to his “legal representatives”—the executor or administrator of his estate. Both designations are independent, and each must be made “on a prescribed form filed with the board prior to his death.” G.L. c. 32, §§ 11(2)(c), 12(2)(d). “[A] member may appoint one individual as an [Option D] beneficiary and—just in case—other individuals as § 11(2)(c) beneficiaries.” *DeForitis v. Taunton Ret. Bd.*, CR-19-52, at *2 (Div. Admin. L. App. June 16, 2023). A “prescribed form” is a form published by the Public Employee Retirement Administration Commission (PERAC), or by a retirement board subject to PERAC approval. G.L. c. 32, § 1; 840 CMR 28.02.

The analysis here is straightforward. Mr. Amblo never filed an Option D form, so no periodic allowance is payable. The DRO cannot supply the missing designation. “[T]he DRO was a court order,” not a prescribed form, and the Board “cannot be placed in the position of examining competing orders and documents in various forms, each purporting to be the definitive expression of the member’s intent.” *Moore v. Boston Ret. Bd.*, CR-12-73, at *4 (Contributory Ret. App. Bd. Sept. 30, 2016), *aff’d*, No.

1784CV00244 (Super. Ct. Dec. 13, 2017). The Board’s July 2020 letter acknowledging

member would have been entitled had his retirement taken place on the date of his death.”

² G.L. c. 32, § 11(2)(c) states: “Any member, upon his written notice on a prescribed form filed with the board prior to his death, may nominate, and from time to time change, one or more beneficiaries to receive in designated proportions, or in the alternative, any sum becoming payable . . . on his death . . . to which he was entitled . . . or any sum payable to his estate If there is no beneficiary of record . . . such sum . . . shall be paid to the legal representatives of such member[.]”

the DRO does not substitute for the prescribed form, since a board “owes no general fiduciary duty to their members” and Mr. Amblo remained obligated to file the prescribed form regardless of any communication from board personnel. *Zaleskas v. State Bd. of Ret.*, CR-12-226 (Contributory Ret. App. Bd. Nov. 12, 2020).

To the extent that Ms. Renda contends that the 2007 § 11(2)(c) beneficiary designation entitles her to Option D benefits, that argument must fail for the reasons explained in *Mattei v. State Board of Retirement*, CR-23-0428, at *2 (Div. Admin. L. App. Sept. 13, 2024). There, a divorced member who died before retiring had designated his ex-spouse as his § 11(2)(c) beneficiary, but he did not designate her as his Option D beneficiary on the § 12(2)(d) form. The Division of Administrative Law Appeals (DALA) magistrate ruled that “the law maintains a clear distinction between the beneficiaries under sections 12(2)(d) and 11(2)(c), requiring each nomination to be made on its own prescribed form.” *Id.* These facts are materially indistinguishable from those in the instant appeal.

With no Option D designation, the next question is whether a refund of Mr. Amblo’s accumulated deductions is payable to Ms. Renda as his § 11(2)(c) beneficiary of record under the 2007 form. The answer turns on the effect of the separation agreement’s waiver.

The separation agreement provided that each party waived any right to benefit from any pension designation of the other, and that “any such designation as beneficiary hereby is null and void, except as set forth in this Agreement.” The DRO is what was “set forth in this Agreement” with respect to Mr. Amblo’s pension. The

critical question is whether the DRO provides any direction in the scenario that occurred. It does not.

The DRO addressed four scenarios: superannuation retirement (paragraph 8), disability retirement (paragraph 9), a voluntary refund election by the member (paragraph 11), and death before retirement with Ms. Renda designated as the § 12(2)(d) beneficiary or, alternatively, if she had remarried (paragraph 12). None of these alternatives covers what happened: Mr. Amblo died in service without filing the § 12(2)(d) designation that paragraph 12 required and without Ms. Renda having remarried. Paragraph 12's primary clause required him to designate her on the prescribed form, which he did not do. Paragraph 12's alternative activated only "in the event the Alternate Payee becomes ineligible to receive the death benefit provided under Section 12(2)(d) by virtue of her remarriage"—which did not happen. Paragraph 11 required him to "elect to receive a return of his accumulated contributions and interest prior to his retirement or death"—he died without making such an election. The DRO is silent on the circumstances presented by this appeal.

Because the DRO does not address this scenario, the carve-out preserved nothing for it. The separation agreement's general waiver, therefore, rendered Ms. Renda's 2007 § 11(2)(c) designation "null and void" under the divorce agreement's express terms. DALA has consistently upheld the nullification of a former spouse's beneficiary designation where the separation agreement contained an unambiguous pension waiver. Where the ex-spouse "waiv[es] any claim, right or demand, both now and in the future, to any pension plans," that waiver extinguishes the designation and

the ex-spouse “cease[s] to be a surviving beneficiary ‘entitled thereto.’” *Farrington v. State Bd. of Ret.*, CR-04-1136, at *2 (Div. Admin. L. App. Apr. 22, 2016). A designation “is not honored if the ex-spouse has waived the right to benefits in a valid separation agreement or divorce decree.” *Reis v. New Bedford Ret. Sys.*, CR-07-391, at *9 (Div. Admin. L. App. Mar. 12, 2008), *aff’d* (Contributory Ret. App. Bd. Nov. 3, 2009). The terms of the separation agreement and DRO must be applied as written.

That leaves the son, Stephen. Based on all of the documents in evidence, it does not appear that his contingent beneficiary designation under § 11(2)(c) has been voided.³ The divorce judgment provides only that Ms. Renda’s designation as *primary* beneficiary is null and void. The judgment says nothing about Stephen’s designation as *contingent* beneficiary. This means that Stephen is entitled to a refund of Mr. Amblo’s annuity savings account. See G.L. c. 32, § 11(2)(a).

If his designation had been voided, either by the divorce judgment or some later order of the Probate and Family Court enforcing the DRO’s designation of Ms. Renda as the § 12(2)(d) beneficiary, then that would result in there being no valid § 11(2)(c) beneficiary of record, and the refund would pass to Mr. Amblo’s “legal representatives” under the statute. *Fritz-Elliott v. State Bd. of Ret.*, CR-14-368, at *3 (Div. Admin. L. App. Apr. 22, 2016); G.L. c. 32, § 11(2)(c). Section 11(2)(a) directs that the refund be paid “in

³ Section 12B provides an additional allowance for surviving dependent children, but only where an eligible surviving spouse has elected the member-survivor allowance under Option D, which is not established in the record here. *DeForitis v. Taunton Ret. Bd.*, CR-19-52, at *6 (Div. Admin. L. App. June 16, 2023). Stephen was 34 years old at Mr. Amblo’s death, well outside § 12B’s age and dependency categories, and the record contains no indication of a qualifying disability.

one sum,” and the Board would have no authority to construct a partial payout to Ms. Renda for the marital portion alongside a payment to the estate. A DRO can only “assign or share” what the statute authorizes; it cannot create a right the statute does not provide. *Early v. State Bd. of Ret.*, 420 Mass. 836, 840 (1995). Administrative agencies “are not authorized to depart from clear statutory rules on the basis of ‘equitable’ considerations.” *Ballinger v. Plymouth County Ret. Bd.*, CR-23-0551, at *1 (Div. Admin. L. App. June 28, 2024), citing *Bristol County Ret. Bd. v. Contributory Ret. Appeal Bd.*, 65 Mass. App. Ct. 443, 451–52 (2006). But, based on the evidence in the record, Stephen is entitled to a refund of his father’s annuity savings account.

The Board’s alternative argument—that G.L. c. 190B, § 2-804(b)(1), the Massachusetts Uniform Probate Code’s revocation-upon-divorce provision, independently revoked Ms. Renda’s designation upon the 2019 divorce, leaving Stephen to take—need not be resolved. The separation agreement’s waiver is independently sufficient to void the designation, and that is the more straightforward ground. Even if § 2-804(b) applied, it would not automatically elevate Stephen: under § 2-804(d), a revoked designation is treated as a disclaimer, and whether the contingent beneficiary then takes or the funds pass to the estate turns on G.L. c. 190B, § 2-706’s anti-lapse rule—a step the Board’s response does not address.⁴ Whether § 2-804(b) governs a

⁴ In *American Fam. Life Assurance Co. of Columbus v. Parker (AFLAC)*, 488 Mass. 801, 805–06 (2022), the Court held the contract exception to § 2-804(b) inapplicable because the parties’ fully integrated separation agreement “omitted any discussion of insurance policies” even though the parties were invited to include them, and the agreement stated in unequivocal terms that “[t]he parties have included in this Agreement their entire understanding” and that “[n]o spoken or written statement outside this Agreement was relied on by either party in signing this Agreement.” 488

benefit a retirement board pays out under Chapter 32 remains an open question in Massachusetts. *See AFLAC*, 488 Mass. at 805–06 (deciding the question only as to a term life insurance policy); *Jump v. State Bd. of Ret.*, CR-17-1056, at *3, 5 (Contributory Ret. App. Bd. Nov. 18, 2021) (CRAB is “charged with enforcing only the provisions of Chapter 32”).

Of course, Ms. Renda could still seek enforcement of the DRO in Probate and Family Court. Mr. Amblo was obligated under paragraph 12 of the DRO to designate her as his Option D beneficiary. He did not. Her claim to enforce that obligation, or to seek modification of the DRO in light of his breach, lies with the Probate and Family Court, not the Board or DALA. *Early*, 420 Mass. At 842; *Fay v. State Bd. of Ret.*, CR-23-0500, at *3 n.1 (Div. Admin. L. App. Mar. 21, 2025) (“Remedies in the event of a breached DRO generally need to be sought in the Probate and Family Court”). DALA “is without jurisdiction to reform or rewrite” a DRO; that authority lies with the court that issued it. *Creedon v. Lexington Ret. Bd.*, CR-15-662, at *15 (Div. Admin. L. App. Apr. 28, 2017); *see also Farquhar v. New England Trust Co.*, 261 Mass. 209, 212 (1927) (a “decree of a probate court cannot be attacked in any collateral proceeding”).

For the foregoing reasons, the Board’s decision not to issue Ms. Renda a refund of Mr. Amblo’s annuity account balance is AFFIRMED. The Board correctly denied the

Mass. at 811–12. Here the separation agreement and DRO specifically address Mr. Amblo’s pension. Whether the DRO’s express terms would satisfy § 2-804(b)’s court-order or contract exceptions—and thereby preserve the designation even under the UPC—is a question not reached here because the separation agreement’s waiver analysis is sufficient and the applicability of § 2-804(b) to a Chapter 32 board-administered benefit remains unsettled.

Petitioner a member-survivor allowance under § 12(2)(d). The Board's denial of a § 11(2)(c) refund to Ms. Renda is also affirmed, but on a different ground: the separation agreement's waiver, not the Board's stated reason. In the absence of any further order from the Probate and Family Court, Mr. Amblo's annuity savings account shall be paid in one lump sum to his son, Stephen, pursuant to G.L. c. 32, § 11(2)(a). Ms. Renda's claim to the marital portion that Mr. Renda promised her in the DRO may be a matter for the Probate and Family Court. In any event, this decision confirms that she has exhausted her administrative remedies.

SO ORDERED.

DIVISION OF ADMINISTRATIVE LAW APPEALS

/s/ Kenneth J. Forton

Kenneth J. Forton
Administrative Magistrate

DATED: June 26, 2026