

Name of Person Filing: _____

Address: _____

City State Zip: _____

Phone Number(s): _____

Representing: Self Petitioner Respondent

State Bar No. (if attorney): _____

Name of Court (e.g., Maricopa County Superior Court)

Check one of the following:

_____,)
Petitioner)
)
and)
)
_____,)
Respondent)
)
)

**ARIZONA STATE RETIREMENT
SYSTEM DOMESTIC RELATIONS
ORDER**

**AMENDED ARIZONA STATE
RETIREMENT SYSTEM DOMESTIC
RELATIONS ORDER**

Case No. _____

**PRIOR TO FILING THIS ORDER WITH THE COURT, PROVIDE THE ARIZONA STATE RETIREMENT
SYSTEM WITH A PHOTOCOPY OF THIS ORDER FOR REVIEW AND ACCEPTANCE**

SECTION 1 - MEMBER INFORMATION

The ASRS member is the (check one): Petitioner (or the) Respondent

For purposes of this Order, the member's ex-spouse is referenced as the "alternate payee."

SECTION 2 - PETITIONER INFORMATION

Name: _____ Social Security Number (last 4 digits): _____

Mailing Address, City, State, Zip: _____

(Notify the ASRS of any changes to your mailing address)

Telephone Number(s): _____

SECTION 3 - RESPONDENT INFORMATION

Name: _____ Social Security Number (last 4 digits): _____

Mailing Address, City, State, Zip: _____

(Notify the ASRS of any changes to your mailing address)

Telephone Number(s): _____

SECTION 4 - LAWS GOVERNING THE ASRS UNDER A.R.S. § 38-773

This Order is intended to meet the requirements of an "Acceptable Domestic Relations Order" hereafter referred to as "Order" under Arizona Revised Statutes (A.R.S.) §38-773 relating to the Arizona State Retirement System hereafter referred to as the "Plan" or "ASRS." As a government pension plan, the ASRS is not governed by ERISA pursuant to 29 United States Code, Section 1003(b)(1). This Order is an integral part of the Divorce Decree or Judgment entered for the above parties and is drawn pursuant to the laws of the State of Arizona relating to the equitable distribution of marital property between spouses and former spouses. **With regard to the alternate payee named in this Order, this ASRS Order supersedes any and all other prior Decrees, Judgments, and/or Orders from the court that relate to the Plan.**

SECTION 5 - IMPORTANT DATE INFORMATION

Note: For purposes of calculating benefits based on the formula provided in this Order, the date(s) below will be used to determine the percentage of benefits awarded to the alternate payee.

Date(s) of Employment and Contributions will be determined by the ASRS.

Date of Marriage: _____

Date of Divorce **OR** the date in which the community property interest ended: _____

SECTION 6 - MEMBER RETAINS 100% OF ASRS BENEFITS

Check **ONLY if alternate payee is NOT entitled to receive ANY benefits from the ASRS.**

- This Order allows the participating member to retain the ASRS account as sole and separate property. Under this Order, the member's benefits will NOT be required to be split with the ex-spouse. The ex-spouse is giving up all rights and future benefits in the ASRS. **If you select this option, do NOT complete any of the following sections and proceed to filing this Order with the Court (after ASRS approval).**

SECTION 7 - MEMBER WITHDRAWAL (REFUND) FROM THE ASRS

Check **only ONE of the following (A, B, C, D or E).**

- Item A:** This section does NOT apply since the member is already retired and receiving a monthly retirement benefit from the ASRS. If this item is selected, do not check Item B, C or D.
- Item B:** If the participating member elects a refund, the alternate payee will receive a **percentage** of the taxable and non-taxable (if applicable) employee contributions, eligible employer contributions and accrued interest at the time of the withdrawal calculated by the ASRS and **based on the following formula:**

NUMERATOR* (length of marriage during employment per dates in **Section 5**) X **.50** = alternate payee's

DENOMINATOR** (member's total years of service credit) % of benefits

* The numerator will automatically include ALL service credits earned and acquired through long-term disability, transferred service, or purchased service DURING THE MARRIAGE.

** The denominator represents the member's TOTAL years of service credit. This would include any and all service the member earned and acquired during ASRS-covered employment.

- Item C:** If the participating member elects to receive a refund, the alternate payee will receive a **specific dollar amount of \$ _____** (if you check this box you MUST enter a dollar amount) accumulated with interest as calculated and determined by the ASRS from the date of the divorce or community property interest end date as stated in **Section 5** and, if applicable, it may include a percentage of the non-taxable contributions. Note: The dollar amount awarded to the alternate payee cannot exceed the employee contributions (and applicable employer contributions) and accrued interest. However, if the specified dollar amount and calculated interest still exceeds the refund, the ASRS will pay the total amount of the refund to the alternate payee to cover as much of the specific dollar amount as possible. If there is a balance owed to the alternate payee, it is the responsibility of the parties (outside of this Order) to obtain another form of resolution. Note: It is recommended to verify if the estimated refund can cover the cost of this specified dollar amount before this selection is made.

- Item D:** The alternate payee will receive a **pre-determined percentage of _____%** (you MUST enter a percentage such as 25%, 50%, etc.) of the member's monthly benefit during the life and after the death of the member ONLY if the retirement option elected at the time of retirement provides for a survivor benefit. However, if Section 10 is marked, we will comply according to the provision stated in Section 10. In addition, the alternate payee will receive the same percentage of the member's permanent benefit increases, partial lump sum payment, level income increase/Social Security reduction due to the level income option and non-taxable contributions, if applicable.
- Item E:** The member is NOT allowed to elect a refund from the ASRS. Benefits must be paid out as a monthly retirement benefit, or as a survivor benefit.

SECTION 8 - DEATH OF THE MEMBER PRIOR TO RETIREMENT
 Check only ONE of the following (A, B, C or D).

- Item A:** This section does NOT apply since the member is already retired and receiving a monthly retirement benefit from the ASRS. If this item is selected, do not check Item B or C.
- Item B:** If the participating member dies prior to retirement, the alternate payee will receive a **percentage** of the non-retired survivor benefit including any non-taxable contributions, if applicable, calculated by the ASRS and **based on the following formula:**

$$\frac{\text{NUMERATOR* (length of marriage during employment per dates in Section 5)}}{\text{DENOMINATOR** (member's total years of service credit)}} \times \mathbf{.50} = \text{alternate payee's \% of benefits}$$

* The numerator will automatically include ALL service credits earned and acquired through long-term disability, transferred service, or purchased service DURING THE MARRIAGE.

** The denominator represents the member's TOTAL years of service credit. This would include any and all service the member earned and acquired during ASRS-covered employment.

- Item C:** If the participating member dies prior to retirement, the alternate payee will receive a **specific dollar amount of \$ _____** (if you check this box you MUST enter a dollar amount) accumulated with interest as calculated and determined by the ASRS from the dates provided in Section 5 until the survivor benefit is paid, and, if applicable, it may include a percentage of the non-taxable contributions. The dollar amount awarded to the alternate payee cannot exceed the survivor benefit payout. However, if the specified dollar amount plus calculated interest still exceeds the survivor benefit, the ASRS will pay the total amount of the survivor benefit to the alternate payee to cover as much of the specific dollar amount as possible. If there is a balance owed to the alternate payee, it is the responsibility of the alternate payee (outside of this Order) to obtain another form of resolution. Note: It is recommended to verify if the estimated survivor benefit can cover the cost of this specified dollar amount before this selection is made.

- Item D:** The alternate payee will receive a **pre-determined percentage of _____%** (you MUST enter a percentage such as 25%, 50%, etc.) of the member's monthly benefit during the life and after the death of the member ONLY if the retirement option elected at the time of retirement provides for a survivor benefit. However, if Section 10 is marked, we will comply according to the provision stated in Section 10. In addition, the alternate payee will receive the same percentage of the member's permanent benefit increases, partial lump sum payment, level income increase/Social Security reduction due to the level income option and non-taxable contributions, if applicable.

SECTION 9 - RETIREMENT BENEFITS
Check only ONE of the following (A, B, C or D).

- Item A:** The alternate payee will receive a **percentage** of the member's monthly benefit calculated by the ASRS and **based on the following formula** during the life and after the death of the member ONLY if the member's retirement option provides for a survivor benefit after the member's death. However, if Section 10 is checked, the ASRS will comply according to the provision stated in Section 10. In addition, the alternate payee will receive the same percentage of the member's permanent benefit increases, partial lump sum payment, level income increase/Social Security reduction due to the level income option and non-taxable contributions, if applicable.

NUMERATOR* (length of marriage during employment per dates in Section 5) X **.50** = alternate payee's
 DENOMINATOR** (member's total years of service credit) % of benefits

* The numerator will automatically include ALL service credits earned and acquired through long-term disability, transferred service, or purchased service DURING THE MARRIAGE.

** The denominator represents the member's TOTAL years of service credit. This would include any and all service the member earned and acquired during ASRS-covered employment.

- Item B:** The alternate payee will receive a **pre-determined percentage of _____%** (you MUST enter a percentage such as 25%, 50%, etc.) of the member's monthly benefit during the life and after the death of the member ONLY if the retirement option elected at the time of retirement provides for a survivor benefit. However, if Section 10 is marked, we will comply according to the provision stated in Section 10. In addition, the alternate payee will receive the same percentage of the member's permanent benefit increases, partial lump sum payment, level income increase/Social Security reduction due to the level income option and non-taxable contributions, if applicable.

- Item C:** The alternate payee will receive a **one-time specific dollar amount of \$__** (you MUST enter a lump-sum amount) at the time of the member's retirement. This benefit is paid as a one-time lump sum benefit with NO additional interest applied, NO survivor benefit upon the member's death, and the alternate payee will NOT be entitled to any portion of the member's monthly retirement benefit. Only the specific dollar amount will be issued to the alternate payee at the time of the member's retirement. Therefore, upon retirement, the member is required to select the Partial Lump Sum (PLS) payment and select the number of months necessary to cover this specified dollar amount awarded to the alternate payee. However, if the chosen number of months is not sufficient to cover this lump sum, the ASRS will increase the number of months necessary (up to a maximum of 36 months) to cover as much of the specified dollar amount as possible. If there is still a balance owed to the alternate payee, it is the responsibility of the parties (outside of this Order) to obtain another form of resolution. Note: It is recommended to verify if the member's estimated PLS payment can cover the cost of this specific dollar amount before this selection is made.
- Item D:** The alternate payee will receive a **monthly specific dollar amount of \$_____** (you MUST enter a monthly specific dollar amount etc.) of the member's monthly benefit during the life and after the death of the member ONLY if the retirement option elected at the time of retirement provides for a survivor benefit. However, if Section 10 is marked, we will comply according to the provision stated in Section 10. In addition, the alternate payee will receive the same proportion of the member's permanent benefit increases, partial lump sum payment, level income increase/Social Security reduction due to the level income option and non-taxable contributions, if applicable.

SECTION 10 – OPTIONAL ELECTION FOR RETIRED MEMBERS

- Item A:** If the member is retired and currently receiving benefits based on a Joint & Survivor option AND the alternate payee is currently named as the contingent annuitant - as long as the alternate payee is living, the member cannot rescind the retirement option and the member shall maintain the ex-spouse as the member's contingent annuitant (beneficiary) and the member's alternate payee will receive the ENTIRE amount of the applicable survivor benefit. If the alternate payee predeceases the member, the member may either rescind the Joint and Survivor option, or change the contingent annuitant.
- Item B:** This section does NOT apply. A.R.S. §38-773 states that the member's divorce will automatically terminate the ex-spouse (and/or the relatives of the ex-spouse) as the member's beneficiary unless it is stated otherwise in this Order. If the member would like to continue to name the ex-spouse as the beneficiary or name a new beneficiary, it is required that the member complete a new *ASRS Beneficiary Form* after the effective date of the divorce.

SECTION 11 - DEATH OF ALTERNATE PAYEE

Pursuant to A.R.S. §38-773(G), if the alternate payee predeceases the member, any benefits that the alternate payee was entitled to, or was receiving will revert to the member.

SECTION 12 - IMPORTANT BENEFICIARY INFORMATION FOR THE MEMBER

A.R.S. §38-773 states that the member's divorce will automatically terminate the ex-spouse (and/or the relatives of the ex-spouse) as the member's beneficiary unless it is stated otherwise in this Order. If the member would like to continue to name the ex-spouse as the beneficiary or name a new beneficiary, it is required that the member complete a new *ASRS Beneficiary Form* after the effective date of the divorce.

SECTION 13 - PAYMENTS TO THE ALTERNATE PAYEE

Any benefits awarded to the alternate payee will be paid to the alternate payee at the same time and in the same manner as payments are made to the member (e.g., if the member elects a monthly retirement benefit, the alternate payee will receive a monthly benefit). The ASRS is unable to initiate payment to an alternate payee before the member election of a refund or monthly retirement benefit.

If the member is currently receiving a monthly retirement benefit, the ASRS will process the split of the member's account within one to two months following receipt of an acceptable ASRS and court-approved certified Order, applicable to the first payment after the order is received by the ASRS.

SECTION 14 - LIMITATIONS OF THE ORDER

- A. The ASRS Domestic Relations Order includes the most common situations for dividing (*or not dividing*) a member's ASRS account. If the parties determine that this Domestic Relations Order is not sufficient, the parties may substitute another pre-approved Order and/or should consult with an attorney.
- B. Nothing contained in this Order shall be construed to require the Plan to provide to the alternate payee any type or form of benefit or option not otherwise available to the participating member under the Plan.
- C. Nothing contained in this Order shall be construed to require the Plan to pay any benefits to the member or the alternate payee that are required to be paid to another alternate payee under another Order.
- D. Distributions paid out pursuant to this Order will be subject to withholding and taxation.
- E. If the member or alternate payee receives any distribution that should not have been paid pursuant to this Order, the member or alternate payee will be designated a constructive trustee for the amount received and shall immediately notify the ASRS. In addition, all parties will comply with written instructions from the Plan as to the distribution and reimbursement of the amount received.
- F. The alternate payee will not be eligible to receive any portion of the members "Premium Benefit" for medical and/or dental insurance provided by the ASRS.

- G.** The Court retains jurisdiction to amend this Order so it will constitute an acceptable Domestic Relations Order under the Plan even though all other matters incident to this action or proceeding have been fully adjudicated.
- H.** If the ASRS determines at any time that changes in the law, or any other circumstance(s) make it impossible to implement this Order, it is at the full discretion of the ASRS to request a notarized letter from either or both parties clarifying (not modifying) the Order(s) and such letter releases the ASRS from any liabilities arising out of the ASRS following the direction given by the party(ies). If the ASRS determines that a letter is not sufficient, then it is at the full discretion of the ASRS to request that either or both parties petition the court for reformation of the Order.
- I.** The member and the alternate payee are required to keep the ASRS informed of any address changes. The ASRS will not be liable for failing to make payments if the ASRS does not have a current mailing address.
- J.** If the alternate payee is not a member of the ASRS, a copy of the alternate payee's social security card (or other ASRS approved legal document) must be provided to the Plan prior to the disbursement of the benefits.
- K.** After this Order has been approved by the ASRS and filed with the court, it is the responsibility of the party(ies) to provide the ASRS with a copy of the certified Order.
- L.** If the member transfers (his/her account balance and service credit) to another State of Arizona retirement system (thus forfeiting his/her rights in the ASRS), it is the responsibility of the parties to provide the ASRS with an Order that Vacates the Domestic Relations Order pertaining to the ASRS. If the account is transferred to the retirement system before the Vacating Order is provided to the ASRS, the ASRS will NOT be liable to the participant, the alternate payee, any personal representative of the alternate payee, or any other person for any amount transferred by the ASRS. It is also the responsibility of the parties to educate themselves on the statutes pertaining to the rights/benefits of the parties with the receiving retirement system and to provide the receiving retirement system with a new Domestic Relations Order.

Signed this _____ day of _____, 20_____

Judge/Commissioner