
Guidelines for Domestic Relations Orders and Sample Domestic Relations Order

NOTE: The materials contained in this document are a general guide for drafting provisions for domestic relations orders in the format suggested by the Commonwealth of Pennsylvania State Employees' Retirement System ("SERS"). This information is presented as a courtesy.

These materials are not legal advice and do not replace consultation with an attorney. Use of the materials contained herein does not guarantee that a particular domestic relations order will be approved by SERS. Likewise, the use of this material in drafting a domestic relations order does not guarantee that a member or alternate payee will receive a particular benefit or amount. Persons using this material are reminded that all benefit estimates issued by the State Employees' Retirement System are not guarantees to pay a certain benefit or amount and are subject to audit, review, and correction before any benefit is paid. Persons with questions or concerns regarding retirement benefits paid by SERS should contact the Retirement System. Persons with questions or concerns regarding equitable distribution or Domestic Relations Orders should contact an attorney.

The statements and conclusions in this material are not binding on the Commonwealth and its agencies, officers and employees and do not alter the law of the Commonwealth. In the event of a conflict between the material contained herein and the statutes, regulations, or administrative policies of the State Employees' Retirement System and/or the Commonwealth of Pennsylvania, the statutes, regulations and administrative policies will be controlling.

GUIDELINES FOR DOMESTIC RELATIONS ORDERS

NOTE: The information contained in this document is not intended as legal advice and does not replace individual consultation with an attorney. SERS cannot provide legal advice or representation to members or alternate payees. If you have specific questions regarding the equitable distribution of a SERS benefit, you should contact an attorney.

Outlined below are the requirements needed to obtain an approved Domestic Relations Order (“DRO”). A copy of the sample DRO developed by the State Employees’ Retirement System (“SERS”) is also provided for your consideration in drafting an appropriate order. Preparing the parties’ DRO in accordance with the format outlined in the sample DRO may expedite SERS’ review and approval. It is strongly suggested that you submit the draft DRO for review before it is executed and filed with the court.¹ Before submitting a draft DRO to SERS for review, please make sure that both parties have agreed upon the terms of the draft. SERS will NOT choose provisions for the DRO or make assumptions regarding the parties’ intentions.

Because SERS is a governmental retirement plan for governmental employees, the provisions of the Employee Retirement Income Security Act (“ERISA”) and the Retirement Equity Act of 1984 regarding qualified domestic relations orders and spousal consent do not apply to SERS. **Unlike ERISA plans, this means that in the absence of an appropriate court order a member may take any action with regard to his or her SERS benefits without providing notice to or requesting consent from any person, including the member’s spouse.**

Attachment of SERS retirement benefits for purposes of equitable distribution can only be accomplished through the terms of an Approved Domestic Relations Order (“ADRO”). There are several unique prerequisites that must be met before SERS can approve any DRO or amendment to an ADRO.² In no case can the DRO alter SERS’ benefit structure. The State Employees’ Retirement Code, 71 Pa. C.S. §§ 5901 – 5956 (“Retirement Code”), provides a myriad of benefit options to SERS members. All DROs must utilize the benefit structure established by the State Employees’ Retirement Code. Any alterations to the Retirement Code’s benefit structure are outside the jurisdiction of the Courts of Common Pleas.³

At the member’s request, SERS will provide the member’s total credited service, final average salary, and total accumulated deductions credited to the member as well as the present value of

¹**N.B.:** SERS’ review of a DRO will only encompass the DRO’s compliance with SERS’ requirements for approval. SERS will not offer advice on the desirability of a particular benefit option or plan of distribution and does not provide legal advice or representation to persons seeking a DRO. This information and SERS’ sample DRO do not constitute legal advice and are not substitutes for consultation with an attorney.

²Requirements for SERS’ approval of a DRO are set forth at 71 Pa. C.S. §§ 5102 (definitions of “alternate payee,” “approved domestic relations order,” “domestic relations order,” “irrevocable beneficiary” and “irrevocable survivor annuitant”), 5705, 5953, 5953.1, 5953.2, 5953.3, and 5953.4. Upon request, SERS’ Legal Office will provide information to attorneys seeking to draft DROs acceptable to the agency.

³See *Maloney v. Maloney*, 754 A.2d 36 (Pa. Cmwlth. 2000), *alloc. den.* 565 Pa. 678, 775 A.2d 810 (2001).

the member's retirement account as determined by SERS on the date of the request or the date of separation, if the parties have already separated. SERS can also provide an estimate of the benefits to which the member is entitled as of the date of the request or the date of separation, whichever is earlier. The member may also request a retirement benefit estimate projected to the end of the current calendar year. Any other actuarial calculations must be made by an outside actuarial consultant at the parties' expense and submitted to SERS for review and final approval. Upon request, SERS will provide outside actuaries with information regarding the actuarial factors used to formulate estimates. Benefit estimates cannot be released to anyone other than the member without the member's written authorization. An interactive estimate calculator is available on SERS' website at <http://sers.pa.gov>. The calculator can be used to calculate multiple benefit estimates based on different retirement dates, amounts of service credit or final average salary figures.

If the member is receiving or will receive a disability retirement benefit based on an injury or disability that occurred during the marriage, the disability portion of the annuity is attachable through a DRO. Disability retirement benefit options are more limited than regular retirement benefits under the Retirement Code. Different issues must be taken into consideration in drafting a DRO dividing a disability retirement benefit. If your DRO involves a member of SERS who is receiving or anticipates receiving a disability retirement benefit, your lawyer should contact SERS' Legal Office to discuss the issues which must be addressed.

The division of benefits between the member and alternate payee must be clear and unambiguous within the four corners of the DRO. SERS will not approve any DRO that requires reference to property settlement agreements, trust documents, etc. to calculate benefit formulas or determine payout information. SERS has no power to compel a party's compliance with any of the terms of a DRO. Therefore, SERS cannot accept a DRO containing terms contingent on events other than the member's death or retirement, such as the sale of the marital home or the member's purchase of life insurance.

Generally, the following information should appear in the DRO:

- A. The portion of the retirement benefits attributable to the marriage. This statement must include the actual dates (month, day, year) of the measuring period if such dates are necessary to determine the benefit to be divided.
- B. The marital share of the retirement benefit, expressed as either a percentage or dollar amount. The dollar amount payable to the alternate payee cannot exceed the amount of the member's monthly retirement benefit. The parties should also specify whether the alternate payee's portion includes post-separation enhancements such as post-separation purchases of service credit for service rendered during the marital period.
- C. The benefit to be divided. The actual benefit option to be selected should be identified as it is described in the Retirement Code (Maximum Single Life Annuity, Option 1, etc.). If the option to be selected is not identified, the DRO must state that the member may select any benefit option available at retirement. A lack of specificity in the option description provision may render the DRO unenforceable due

- to vagueness and trigger further litigation as to how distribution should occur. If the alternate payee is to be the member's survivor annuitant, the terms of the DRO must require the member to so nominate the alternate payee.
- D. Whether the member may take a lump sum withdrawal of all or part of his or her member contributions and interest ("accumulated deductions") and how that withdrawal is to be divided between the parties. The DRO should be explicit with regard to the member's authorization to take a lump sum, the extent of the withdrawal, and the share, if any, payable to the alternate payee. If the DRO does not state that the member may elect to take a lump sum withdrawal, the member will not be permitted to do so.
- E. The address of the alternate payee must be included in the DRO. The alternate payee must maintain a current address on file with SERS at all times. This duty must be noted in the DRO.

Unlike ERISA plans, the rights of the alternate payee are entirely derivative of the member's rights. The alternate payee cannot name beneficiaries or receive a separate interest in the member's SERS benefit. The alternate payee's share is payable to the alternate payee if, as, and when the member's benefit enters pay status via the member's retirement or death prior to the effective date of retirement.

Additionally, the DRO must require the Member to execute a release authorizing the alternate payee to access the information SERS maintains on the member, so that the member's compliance with the terms of the DRO may be monitored.⁶ Also, the parties must include their full Social Security Numbers on an addendum submitted with the final entered DRO. If this information is not provided to SERS, the DRO cannot be processed and approved. Notwithstanding the fact that the DRO may have been entered as an Order of Court, unless and until it is approved by SERS, the DRO has no effect on the member's retirement benefit.

Please note that the expression "present value" used by SERS is a statutory term which refers to the amount of money SERS will need to have at the time of the member's retirement (invested at an assumed rate of 4% compounded annually) in order to pay a member's retirement annuity for his or her expected lifetime. The term accurately describes the available Option 1 death benefit but does not represent an account balance that can be tapped to provide a lump sum payment to the alternate payee. If the DRO provides that the alternate payee is entitled to a marital portion of a member's lump sum death benefit, the DRO must nominate the alternate payee as an irrevocable beneficiary.⁷ The SERS benefit structure does not provide automatic death or survivor benefits to anyone.

⁶ 71 Pa. C.S. Section 5953.1(a)(7).

⁷ If the alternate payee is to receive an annuity for his or her lifetime in the event the member predeceases the alternate payee after retirement, the DRO must specify that the alternate payee will be nominated as an irrevocable survivor annuitant. Upon filing for retirement benefits, the member will be required to fill out the SERS retirement application necessary to elect such a benefit option. In certain instances, the member may be required to nominate the non-member spouse as beneficiary on a SERS beneficiary designation form, depending on the facts of the case.

All benefits paid by SERS are subject to the terms of the Public Employee Pension Forfeiture Act, 43 P.S. § 1311 *et seq.* Under certain circumstances, the member's conviction for one of the crimes enumerated in that statute may cause the forfeiture of all benefits payable to the member and alternate payee. Special forfeiture provisions above and beyond the Public Employee Pension Forfeiture Act apply to members of the judiciary.

The SERS Sample DRO enclosed herein presumes that the member has not yet retired and made benefit option elections. If the member in your case has already retired and selected an annuity option, please contact SERS' Legal Office for information on how to adapt the DRO to your particular circumstances.

Revised August 8, 2017

COURT OF COMMON PLEAS OF [COUNTY NAME] COUNTY, PENNSYLVANIA

[PLAINTIFF],

Plaintiff

v.

[DEFENDANT],

Defendant

FAMILY DIVISION

NO. _____

IN DIVORCE

ORDER

AND NOW, this _____ day of _____, 20____, the attached Stipulation and Agreement dated _____ of the parties in this case is incorporated, but not merged, into this Order of Court.

J.

ATTEST:

COURT OF COMMON PLEAS OF [COUNTY NAME] COUNTY, PENNSYLVANIA

[PLAINTIFF],	:	
	:	FAMILY DIVISION
Plaintiff	:	
	:	
v.	:	NO. _____
	:	
	:	
[DEFENDANT],	:	
	:	IN DIVORCE
Defendant	:	
	:	

STIPULATION AND AGREEMENT*
FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"

AND NOW, this _____ day of _____, 20____, the parties,
[PLAINTIFF], Plaintiff, and [DEFENDANT], Defendant, having been divorced by Decree dated
_____ of the Court of Common Pleas of [COUNTY NAME] County, entered at Docket
Number _____, do hereby stipulate and agree as follows:

- 1. PLAINTIFF†:** [PLAINTIFF], (hereinafter referred to as "Member") is a member of the Commonwealth of Pennsylvania State Employees' Retirement System (hereinafter referred to as "SERS"). Member's date of birth and Social Security Number shall be provided to SERS

* This sample form presumes that the Plaintiff and Defendant have agreed to the terms upon which the Member's benefit will be divided. SERS does not require that the parties stipulate to the DRO.

†This sample form presumes that the Plaintiff is the Member and the Defendant is the Alternate Payee. If your situation is different, please make the appropriate adjustments to your DRO.

on a separate document submitted together with a certified copy of this Stipulation and Agreement at the time the Stipulation and Agreement is submitted to SERS for approval.

2. DEFENDANT: [DEFENDANT], (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth and Social Security Number shall be provided to SERS on a separate document submitted together with a certified copy of this Stipulation and Agreement at the time the Stipulation and Agreement is submitted to SERS for approval.

3. STATUS OF SERS: SERS is a creation of statute controlled by the State Employees' Retirement Code ("Retirement Code"), published at 71 Pa. C.S. §§ 5101-5957.

4. MEMBER'S ADDRESS: Member's last known mailing address is:

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

5. ALTERNATE PAYEE'S ADDRESS: Alternate Payee's current mailing address is:

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

It is the responsibility of Alternate Payee to keep a current mailing address on file with SERS at all times.

6. CALCULATION OF ALTERNATE PAYEE'S PORTION:

(a) The marital property component of Member's retirement benefit equals: ‡

‡ This sample uses the coverture fraction to determine the Alternate Payee's share of the Member's retirement benefit. The parties are free to define the Alternate Payee's share using another method if they so desire. Please note that using a different method to divide the benefit may require the Member to select specific retirement options and/or use other provisions in the DRO which differ from the language in this sample form.

If the parties have determined that the Alternate Payee's share of the benefit is an aggregate dollar amount, Paragraph 10 must specify the annuity option the Member is required to select and the terms by which the Alternate Payee's share is to be paid (for example, a certain dollar amount per month for a period of months). If you want to pay the Alternate Payee's share in this manner, contact SERS for information regarding how these terms may be incorporated

(1) The Coverture Fraction, multiplied by

(2) Member's retirement benefit on the effective date of Member's retirement calculated using the Retirement Code in effect on mm/dd/yyyy, the date of the parties' separation, and Member's final average salary at the time of retirement, provided however, that if an amount other than the Member's final average salary is used to calculate the Member's retirement benefit, then that number shall be used.

(b) The Coverture Fraction is a fraction with a value less than or equal to one. The numerator is the amount of Member's service, as defined by SERS, for the period of time from mm/dd/yyyy (date of marriage), to mm/dd/yyyy (date of separation). The denominator is the total amount of Member's service, as defined by SERS, on the effective date of Member's retirement.

(c) [NUMERAL] percent ([NUMBER] %) of the marital property component of Member's retirement benefit is to be allocated to Alternate Payee as the equitable distribution portion of this marital asset.

7. **DEFINITION OF MEMBER'S RETIREMENT BENEFIT:** Member's retirement benefit is defined as all monies paid to or on behalf of Member by SERS, including any lump sum withdrawals or scheduled or ad hoc increases, but excluding the disability portion of any disability annuities paid to Member by SERS as a result of a disability which occurs before Member's marriage to Alternate Payee or after the date of Member's and Alternate Payee's final separation. Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS or any enhancements to the Member's retirement benefit

in the DRO.

arising from post-separation monetary contributions made by Member. The equitable distribution portion of the marital property component of Member's retirement benefit, as set forth in Paragraph Six (6), shall be payable to Alternate Payee and shall commence as soon as administratively feasible on or about the date Member actually enters pay status and SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

8. **DEATH BENEFITS:** Member hereby nominates Alternate Payee as an irrevocable beneficiary to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit for any death benefits payable by SERS. This nomination shall become effective upon approval by the Secretary of the Retirement Board, or other authorized representative of the Secretary, of any Domestic Relations Order incorporating this Stipulation and Agreement. The balance of any death benefit remaining after the allocation of the equitable distribution portion payable to Alternate Payee and any other alternate payees named under other SERS-approved Domestic Relations Orders ("Balance") shall be paid to the beneficiaries named by Member on the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death.

If the last Nomination of Beneficiaries Form filed by Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if

Alternate Payee predeceased Member. No portion of the Balance shall be payable to Alternate Payee's estate.

9. **AUTHORIZATION TO ACCESS INFORMATION:** In accordance with the requirements of 71 Pa. C.S. §5953.1(a)(7), Member shall execute and deliver to Alternate Payee an authorization, in a form acceptable to SERS, which will authorize SERS to release to Alternate Payee all relevant information concerning Member's SERS retirement benefit so that Alternate Payee shall be able to monitor Member's compliance with the provisions of this Stipulation and Agreement.

10. **MEMBER'S OPTION SELECTIONS[§]:** The term and amounts of Member's retirement benefits payable to Alternate Payee after SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement depends upon which option(s) Member selects at retirement. Member and Alternate Payee expressly agree that upon filing a regular Application for Retirement Allowance with SERS:

a) **LUMP SUM WITHDRAWAL FOR ACCUMULATED DEDUCTIONS ATTRIBUTABLE TO SERVICE CREDIT FOR CLASSES OTHER THAN A-3 OR A-4^{**}:** Member may elect to withdraw an amount equal to or less than Member's total accumulated deductions at the time of retirement. Alternate Payee's portion of such withdrawal shall be calculated in accordance with the provisions of this Stipulation and Agreement and paid to the Alternate Payee by SERS.

b) **MONTHLY ANNUITY^{††}:** Member and Alternate Payee agree that Member shall select

[§]This sample form presumes that the Member has not yet retired and is or will be eligible for an annuity. If the Member has already retired or is not eligible for an annuity, please contact SERS for more information on how to divide the Member's annuity payments.

**** N.B.: Accumulated deductions attributable to Class A-3 or A-4 service credit cannot currently be withdrawn in a lump sum. If the Member is a member of Class A-3 or A-4, omit this sub-paragraph. If the parties wish to prevent a Member with service credit in classes other than Class A-3 or A-4 from electing a lump sum withdrawal, modify this provision accordingly. Effective with retirements effective after January 1, 2019, Class A-3 and Class A-4 members will be permitted to elect an actuarially neutral lump sum withdrawal of an amount equal to or less than their total accumulated deductions.**

^{††} Retirement options are codified at 71 Pa. C.S. §5705. Please note that the survivor annuities payable under Option 2 and Option 3 as described in that section are based upon the entire amount of the Member's annuity payment, and

the following option for Member's monthly annuity^{‡‡}:

Special Option 4. --A joint and equitable distribution portion (as defined in paragraph 6) annuity payable during the lifetime of the Member, with an equitable distribution portion (as defined in paragraph 6) of such annuity payable thereafter, to the Member's survivor annuitant, if living at the Member's death, as set forth in 71 Pa.C.S. §5705(a)(4), or any succeeding statute.

The Member shall designate the Alternate Payee as an irrevocable survivor annuitant. The intent of this Special Option 4 selection is to maintain level payments to the Alternate Payee for the Alternate Payee's life in the event of Member's death after retirement. The Alternate Payee's portion of the Member's benefit will be deducted from the Member's monthly annuity payment and paid by SERS to the Alternate Payee during the Member's lifetime. If the Alternate Payee dies while the Member is receiving retirement benefits, the Alternate Payee's portion of the Member's annuity shall [*choose one AND ONLY ONE ALTERNATIVE: (revert to the Member) OR (be paid to the Alternate Payee's estate)*] for the remainder of the Member's lifetime. If the Member predeceases the Alternate Payee after retiring, the Alternate Payee will receive the Alternate Payee's equitable distribution portion of the Member's benefit in the form of a survivor annuity payable to the Alternate Payee for the duration of the Alternate Payee's life.

Member may select any option offered by SERS for the portion of the retirement payable to Member after the Alternate Payee's share of the benefit has been calculated.^{§§}

c) **DISABILITY RETIREMENT^{***}**: Member and Alternate Payee agree that if Member applies for a disability retirement benefit from SERS and such application is approved, Member shall elect the Disability Maximum Single Life Annuity option. Alternate Payee's share of the Member's retirement benefit shall be calculated in accordance with the provisions of this Stipulation and Agreement and shall be deducted from the annuity and death benefits paid to or on behalf of Member pursuant to Member's election of the Disability Maximum Single Life Annuity.

NOT the marital portion of the benefit. Further information regarding retirement benefit options can be found on SERS' website at www.sers.pa.gov.

^{‡‡}Instead of describing the specific option the Member is required to elect, this section may state that the Member may elect any option offered by SERS under the Retirement Code at the time the Member files for retirement benefits. In that case, the Alternate Payee's share will be deducted from all payments made to or on behalf of the Member by SERS, including any lump sum withdrawals, death benefits and/or survivor annuities payable to persons other than the Alternate Payee.

^{§§} If this provision is not included, the Member's share of the retirement benefit will cease to be paid upon the Member's death, and the Member will not be permitted to create a death benefit or survivor annuity for anyone other than the Alternate Payee.

^{***}The benefit options for disability retirement benefits are significantly different from those available under a non-disability retirement. Special Option 4 benefits (including the joint and equitable distribution portion annuity described in Paragraph 10(b) of this sample) are NOT available to disability annuitants under any circumstances. More information about disability benefit options can be found on SERS' website at www.sers.pa.gov.

11. **TAX REPORTING:** SERS shall issue individual tax forms to Member and Alternate Payee for amounts paid to each.

12. **DEATH OF ALTERNATE PAYEE:** In the event of the death of Alternate Payee prior to receipt of all of payments payable from SERS under a Domestic Relations Order incorporating this Stipulation and Agreement, any death benefit or retirement benefit payable to Alternate Payee by SERS shall: **[CHOOSE EITHER (a) OR (b); DO NOT INCLUDE BOTH OPTIONS IN THE DRO]**

(a) Be paid to Alternate Payee's Estate to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit as set forth in paragraphs 7 through 9. The parties acknowledge that this provision does not entitle the Alternate Payee's Estate to receive survivor annuity payments after the Member's death.

OR

(b) Revert to Member.

13. **LIMITATIONS:** Alternate Payee acknowledges that the Alternate Payee's share of the Member's benefit is derivative of the Member's right to receive benefits pursuant to the Retirement Code and does not constitute a separate account, subaccount, or benefit. Alternate Payee may not exercise any right, privilege, or option offered by SERS. In no event shall Alternate Payee have benefits or rights greater than those that are available to Member. Alternate Payee is not entitled to any benefit not otherwise provided by SERS. Alternate Payee is only entitled to the specific benefits offered by SERS as provided in this Stipulation and Agreement. All other rights, privileges and options offered by SERS not granted to Alternate Payee by this Stipulation and Agreement are preserved for Member. Member and Alternate Payee acknowledge that

benefits paid pursuant to this Stipulation and Agreement are and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. §1311, *et seq.*

14. **CONSTRUCTION OF DRO:** It is specifically intended and agreed by the parties hereto that any Domestic Relations Order incorporating this Stipulation and Agreement:

(a) Does not require SERS to provide any type of benefit, or any option, not otherwise provided under the Retirement Code;

(b) Does not require SERS to provide increased benefits (determined on the basis of actuarial value) unless increased benefits are paid to Member based upon cost of living adjustments or increases based on other than actuarial values.

15. **INTENTION OF THE PARTIES:** The parties intend and agree that the terms of this Stipulation and Agreement shall be approved, adopted and entered as a Domestic Relations Order.

16. **AMENDMENTS TO DRO:** The Court of Common Pleas of [COUNTY NAME], County, Pennsylvania, shall retain jurisdiction to amend any Domestic Relations Order incorporating this Stipulation and Agreement, but only for the purpose of establishing it or maintaining it as a Domestic Relations Order; provided, however, that such amendment shall not require SERS to provide any type or form of benefit, or any option not otherwise provided by SERS, and further provided that such amendment or right of the Court to so amend will not invalidate the parties' existing Domestic Relations Order.

17. **EFFECTIVE DATE OF DRO:** Upon entry of a Domestic Relations Order incorporating this Stipulation and Agreement, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. Such Domestic Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant

documents and then shall remain in effect until such time as a further Order of Court amends or vacates the Domestic Relations Order.

WHEREFORE, the parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.

_____[SEAL]
Plaintiff/Member

Attorney for Plaintiff/Member

_____[SEAL]
Defendant/Alternate Payee

Attorney for Defendant/Alternate Payee

SAMPLE

DO NOT FILE THIS DOCUMENT WITH THE COURT

CONFIDENTIAL ADDENDUM TO DOMESTIC RELATIONS ORDER

The following information is necessary in order for SERS to approve and process the Domestic Relations Order once it is entered by the Court. This form must be filled out and submitted to SERS together with a CERTIFIED HARD COPY of the DRO after the DRO is entered by the Court. Photocopies or fax copies of DROs which do not bear the original seal or certification stamp of the Court will not be accepted for approval and processing.

NOTE: DROs NOT ACCOMPANIED BY THIS FORM WILL NOT BE REVIEWED, PROCESSED OR APPROVED UNTIL THIS INFORMATION IS RECEIVED BY SERS. DROs which are not approved by SERS are NOT effective to attach the retirement benefits payable to a Member of SERS.

Member

Name: _____

Address: _____

Date of Birth: _____

Social Security No: _____

Member's Attorney

Name: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Alternate Payee

Name: _____

Address: _____

Date of Birth: _____

Social Security No.: _____

Alternate Payee's Attorney

Name: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

Section 5954 of the State Employees' Retirement Code provides that any person who knowingly makes any false statements or falsifies or permits to be falsified any record or records of the State Employees' Retirement System in an attempt to defraud the State Employees' Retirement System is guilty of a misdemeanor of the second degree.

Authorization for Release of Account Information to Alternate Payee

I, _____, authorize the Pennsylvania State
(Print Name of Member)
Employees' Retirement System ("SERS") to release to _____ any
(Print Name of Alternate Payee)
and all information that he/she may request regarding my SERS benefits or retirement account.

This authorization is granted pursuant to the Approved Domestic Relations Order entered
by the _____ County Court of Common Pleas on _____
(County) (Date)
at Docket Number _____ which names _____ as
(Alternate Payee)
Alternate Payee, so that the Alternate Payee may monitor my compliance with the provisions of
the Domestic Relations Order as required by law.

A photocopy or faxed copy of this Authorization shall have the same force and effect as
the original.

Date

Member's Signature

Member's Printed Name

Member's Social Security Number