Ohio Police & Fire Pension Fund

Member's Guide to:

Domestic Relations Issues



This guidebook is intended to assist members of Ohio Police & Fire Pension Fund (OP&F) in addressing benefit issues when there is a divorce, dissolution of marriage or legal separation. The information contained in this guidebook is for informational purposes only as part of OP&F's administration of its benefit plans and is not intended to serve as legal advice. Members may wish to share this information with their personal legal counsel.

This publication summarizes OP&F's administration of various domestic relations orders. This summary cannot sufficiently represent all of the details applicable to this guide. Nothing contained in this summary is meant to interpret, extend or change, in any way, the governing statutes and administrative rules.

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Ohio Police & Fire Pension Fund

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Attachment of OP&F benefits

Ohio Revised Code Section 742.47 provides that, with certain exceptions, "sums of money due or to become due to any person from [OP&F] are not liable to attachment, garnishment, levy or seizure under any legal or equitable process." The listed exceptions include withholding orders for child or spousal support and Division of Property Orders. Therefore, if OP&F receives such orders, we would have to process them against the applicable member's benefits.

CSEA orders to withhold income for child or spousal support

To the extent that a member is required to pay child or spousal support, a domestic relations court or county Child Support Enforcement Agency (CSEA) may issue an income withholding order to OP&F. This order requires OP&F to withhold a portion of the member's monthly benefits for child or spousal support, subject to certain statutory withholding limits.

If a CSEA order has been issued to OP&F and a member is due a lump sum payment of $150 or more from OP&F, OP&F must notify the CSEA that the lump sum is due the member and must hold the lump sum payment for 30 days. During that 30-day period, the court or CSEA can issue an order to OP&F requiring OP&F to pay all or a specified amount of the lump sum payment to the Office of Child Support.

Division of Property Order information

OP&F cannot determine whether or not a member's former spouse is entitled to receive a portion of any benefits that a member receives from OP&F as division of property. If a member's former spouse is entitled to receive a portion of the benefits that a member is or will be receiving from OP&F, this is a matter between the parties, their legal counsel and the domestic relations court. If the court or the parties wish to have OP&F pay a portion of the benefits that a member is or will be receiving directly to the member's former spouse, an Ohio domestic relations court can issue a Division of Property Order (DPO) to OP&F. A DPO requires OP&F to withhold a portion of the member's benefits and pay the withheld monies directly to the member's former spouse upon the member's receipt of the benefits noted in the DPO. A member is referred to as a participant in a DPO, and a former spouse with an accepted DPO is called an alternate payee.

It is important to note that a DPO does not split a member's account or create a separate account for a member's former spouse with OP&F, nor can payments under a DPO be made at any time. Rather, a DPO is a withholding from the benefits that a member receives from OP&F. Also, a DPO is different from a Qualified Domestic Relations Order (QDRO) issued under the federal Employee Retirement Income Security Act (ERISA).

State pension plans, such as OP&F, are exempt from ERISA and are not subject to QDROs. Thus, any QDRO issued against OP&F under federal ERISA law cannot be recognized by OP&F since OP&F does not have the statutory authority to accept such orders.

DPO format

In order for OP&F to pay monies to a member's former spouse under a DPO, the format and language of the order must be in the format required by Ohio Revised Code Sections 3105.82(A) and 3105.90 and incorporated into Ohio Administrative Rule 742-21-01. This required DPO format can be downloaded at OP&F's website, www.op-f.org, under the Member Forms link. A sample is located at the end of this guidebook. Since Ohio Revised Code Section 3105.82 requires this DPO format to be used, any variance from this format will cause OP&F to reject a DPO. Therefore, to avoid delays, it is critical that the required DPO format be followed and no changes be made to the terms of the form, except for inserting the following information:

1. Type of Payment Section

This section of the DPO form contains a list of benefits that the DPO can apply to. If no type of payment has been selected in Paragraph II(A) of the DPO form, the order will apply to the first benefit or lump sum payment that is payable to the member. Also note that the parties can specifically include or exclude a member's Deferred Retirement Option Plan (DROP) disbursements by checking either the "Age and service retirement benefit INCLUDING . . . Deferred Retirement Option Plan" or "Age and service retirement benefit EXCLUDING ... Deferred Retirement Option Plan" in Paragraph II(A) of the DPO form. The question of whether a member's DROP disbursements are subject to division of property is a domestic relations issue and not a pension law issue. As such, members may wish to discuss this issue with their personal legal counsel.

2. Method of Payment Section

There are two methods of payment that can be selected in a DPO: the dollar amount or percentage method. Please note that only one of these methods can be selected in a DPO.

a. Dollar amount: If the dollar amount method of payment is selected in a DPO, both Paragraphs II(B)(1)(a) and II(B)(1)(b) of the mandated DPO form must be completed. Please note that "$0.00" can be inserted into a blank in this section of the DPO.

b. Percentage: If the percentage method of payment is selected in a DPO, the alternate payee will be paid a percentage of a fraction of the member's benefits once the benefits noted in the DPO are payable to the member. Ohio Revised Code Section 3105.82 mandates how the fraction is determined. The numerator of the fraction is the number of years that the Participant was both a contributing member of

the retirement program and married to the alternate payee. The denominator is the Participant's total years of service determined by the Public Retirement Program at the time that the Participant elects to take a benefit or payment. The parties must provide the dates of marriage and divorce, dissolution or legal separation in the appropriate sections of the mandated DPO format. An earlier date of divorce, dissolution or legal separation can be designated in the DPO for purposes of the percentage calculation.

Administrative Rule 742-21-03 outlines how OP&F administers the method of payment section of the DPO format (Paragraph II(B) of the DPO format). This Rule provides that, for purposes of administering the method of payment section, "a plan of payment that consists of either periodic benefits or a lump sum payment" will apply to all of the following OP&F benefits or payments: age and service retirement benefit, disability monthly benefit, account refund, and reemployed retiree monthly annuity or lump sum refund. The Rule also provides that, for purposes of administering the method of payment section, "a plan of payment consisting of both a lump sum benefit and a periodic benefit," will apply to distributions from DROP. Partial distributions from DROP, as outlined in paragraph (A)(1) of rule 742-4-16 of the Administrative Code, are considered lump sum payments for purposes of administering the DPO method of payment.

DPO Process

Once a DPO is filed with the Ohio domestic relations court, a certified copy of the DPO must be sent directly to OP&F from the Clerk of Courts, as required by Ohio Revised Code Section 3105.88. Also, OP&F cannot accept a DPO unless it is filed with an Ohio domestic relations court, as provided in Ohio Revised Code Section 742.462.

DPOs are reviewed by OP&F in the order that they are received by OP&F. Pursuant to Ohio Revised Code Section 742.462(B), once a certified DPO is sent to OP&F from the domestic relations court, OP&F has 60 days to review the DPO and determine if the DPO meets the requirements of Ohio Revised Code Sections 3105.80 to 3105.90. If the DPO does not meet these requirements, OP&F will reject the DPO and not process the DPO for payment. If OP&F rejects the DPO, OP&F is required to notify the court and all parties named in the DPO that the DPO does not meet the statutory requirements. The parties and/or their attorneys will then need to correct the deficiencies listed in OP&F's Notice of Rejection, re-file the DPO with the court and have the DPO issued to OP&F again.

If the DPO meets the statutory requirements, OP&F will notify the parties named in the DPO that the DPO has been accepted and will retain the DPO in the member's record. As permitted under Ohio Revised Code Section 742.462(C)(1), payments under an accepted DPO will start as soon as possible, assuming the OP&F member

is receiving the benefits noted in the DPO. If an OP&F member has not begun receiving a benefit or payment from OP&F (e.g., an active member still working for a police department or fire department), no payments can be made to the member's former spouse under an accepted DPO. Rather, DPO payments will begin as soon as possible once the member begins receiving the benefits noted in the DPO, consistent with the terms of Ohio Revised Code Section 742.462(C).

COLAs divided while DPO is in effect

Ohio Revised Code Sections 742.3711(G), 742.3716(E), and 742.3717(B)(3) require any cost of living allowance (COLA) that is granted to a retired/disabled member while a DPO is in effect to be apportioned between the member and the alternate payee in the same proportion that the amount being paid to the alternate payee bears to the amount paid to the member. The division of a COLA will occur with each subsequent COLA that is payable to the member while the DPO is in effect. Please note that OP&F must pay the alternate payee a portion of the member's COLA, even if the parties' underlying judgment entry or decree of divorce, dissolution or legal separation provided for a fixed monthly amount or provided that the member's COLA was not subject to division.

Statutory Withholding Limit

Ohio Revised Code Section 3105.85 provides that the total amount paid to the alternate payee pursuant to a DPO cannot exceed 50 percent of the amount of a benefit or lump sum payment that the member is to receive or, if withholding is to be made from more than one benefit or lump sum payment, the amount paid to the alternate payee cannot exceed 50 percent of the total of the benefits or lump sum payments that the member is to receive. If the member's benefit or lump sum payment is or will be subject to more than one DPO, OP&F cannot withhold an aggregate amount for all the orders that exceeds 50 percent of the benefit or lump sum payment.

Also, if a member's benefit or lump sum payment is or will be subject to a DPO and one or more income withholding order issued by a Child Support Enforcement Agency (CSEA) for child or spousal support, OP&F cannot withhold an aggregate amount for all DPOs that exceeds 50 percent of the member's benefit or lump sum payment and the percentage of the benefit or lump sum payment that is or will be paid under any CSEA orders.

Priority of Orders

Under Ohio law, when calculating a DPO payment, OP&F must establish the priority of all accepted DPOs and other court-ordered liens involving the same member. OP&F must also make all court-ordered payments in order of their priority. If a member's benefit, once payable, would become subject to an income withholding

order issued by a CSEA for child or spousal support, the law requires OP&F to first satisfy the payments required by any child or spousal support orders issued by the CSEA. In the event that 50 percent of a member's benefit is paid under a CSEA order, no payments would be made to the alternate payee under an accepted DPO due to the 50 percent withholding limit. OP&F would notify the alternate payee in writing if any action were taken resulting from these circumstances.

Taxes and DPO Payments

The monies paid to an alternate payee under a DPO will not be treated as income to the member. Applicable taxes will be withheld from the monies directly paid to an alternate payee and a Form 1099 will be issued to the alternate payee for monies paid by OP&F under an accepted DPO. However, an alternate payee who receives a DPO payment that is eligible for rollover may choose to have the payment paid in a direct rollover to a traditional IRA, Roth IRA or eligible employer plan. For more information, refer to OP&F's *Federal Tax Reporting Information* brochure and *Special Tax Notice Regarding Plan Payments* available at www.op-f.org under the tax information section.

No survivorship rights under a DPO

A DPO terminates on the death of either of the parties, as required by Ohio Revised Code Section 3105.86. If the alternate payee pre-deceases the member, the amount that was withheld pursuant to the DPO will revert back to the member. If the member pre-deceases the alternate payee, any payments being made pursuant to a DPO will cease. However, the designation of a former spouse as a beneficiary under an annuity payment plan will allow that person to receive monies upon the member's death for that person's lifetime. Please see the next section of this guide for more information.

Information regarding former spouses

Designating a former spouse as a beneficiary of annuity plan

An OP&F member may designate up to four (4) beneficiaries at the time of his or her retirement when choosing from among various benefit payment plans or may be required by a court order to designate a former spouse as a beneficiary of his or her annuity plan at the time of retirement. For general information on annuity payment plans, please see *OP&F's Member Guide to Annuity Payment Plans*.

Under Ohio Revised Code Section 742.3711, OP&F must process a court order issued under Section 3105.171 or 3105.65 of the Revised Code or the laws of another state regarding the division of marital property that requires a member to select a survivor annuity at the time of retirement and name a former spouse as a designated beneficiary. This order must provide for payment to a former spouse in a specified amount of the member's lesser retirement allowance and must be expressed as a percentage so that OP&F can process the designation. Below are examples of language that OP&F would find acceptable in such a court entry if a member is required to designate a former spouse as a beneficiary:

> "At the time of retirement, _____ [*Insert OP&F's member's name*] shall choose an annuity payment plan that provides for payment continuing after his/her death to _____ [*Insert former spouse's name*] as designated beneficiary, who shall receive a lifetime monthly allowance equal to _____ percent (___%) of _____'s [*Insert OP&F's member's name*] reduced monthly allowance."
>
> OR
>
> "At the time of retirement, _____ [*Insert OP&F member's name*] shall select a Joint and Survivor Annuity and designate _____ [*Insert former spouse's name*] as a beneficiary. The purpose of this joint and survivor election is to insure that _____ [Insert former spouse's name] receives an undiminished level of monthly income upon the death of _____[*Insert OP&F member's name*]. Therefore, the amount paid as a survivor annuity will be at least equal to the amount ordered by the Division of Property Order (DPO)."

Cancellation of court-ordered designation

For members who are under a court order to designate a former spouse as a beneficiary of an annuity plan of payment, this can only be cancelled by a court order that specifically waives or terminates the requirement to have such former spouse as a beneficiary under this plan.

Former spouses not eligible for survivor benefits

A member's former spouse is not eligible to receive statutory survivor benefits from OP&F, such as a monthly

survivor pension or $1,000 lump sum death benefit. These survivor benefits are payable only to a member's eligible survivors, which do not include a former spouse. For more information on survivor benefits, please refer to *OP&F's Member's Guide to Survivor Benefits*.

Cancellation of a spouse's designation as beneficiary of a JSA plan of payment on retired member's divorce or dissolution of marriage

If a member was married at the time of retirement and selected a Joint and Survivor Annuity (JSA) payable to his or her spouse, and there is a subsequent divorce or dissolution of marriage, the spouse still has rights to be beneficiary of the JSA under Ohio Revised Code Section 742.3711. This statutory section provides, however, that a former spouse's rights to be designated as beneficiary of a JSA plan of payment may be cancelled on divorce or dissolution of marriage (not a legal separation) by either: 1) the former spouse's written consent to the cancellation; or 2) a court entry that specifically cancels the former spouse's right to be designated as the beneficiary of the JSA. The following are examples of cancellation language that OP&F would find acceptable in such a court order:

> The Court hereby orders that any and all rights of _____ (*insert former spouse's name*) to be designated a beneficiary under the Joint and Survivor Annuity plan of payment elected by _____ (*insert OP&F member's name*) from Ohio Police &Fire Pension Fund be hereby cancelled and of no further force and effect.
>
> OR
>
> The marital property, tangible and intangible, has been divided between the parties and each shall retain the property that is presently in his/her possession and control. Notwithstanding the foregoing, the Court orders that _____'s (*insert OP&F member's name*) annuity payment for the benefit of _____ (*insert former spouse's name)* from Ohio Police & Fire Pension Fund, be hereby cancelled and of no further force and effect.

Therefore, in order for OP&F to change a retired member's annuity payment plan from a JSA to a Single Life Annuity on divorce or dissolution of marriage, the member must complete OP&F's *Application for Single Life Annuity Payment Plan upon the Termination of Marriage* and return it to OP&F with either the spousal consent sections of the application completed (Sections E and F), or a court entry is attached to the application that contains the specific cancellation language provided above. The application is available on OP&F's website, www.op-f.org, under the Member Forms link.

Under Ohio law, the effective date of the annuity plan change will be the first day of the month following OP&F's receipt of the completed *Application for Single Life Annuity Payment Plan upon the Termination of Marriage* with either the spousal consent sections completed or a court entry attached that cancels the JSA.

Frequently asked questions

What is the current and/or future value of my OP&F account?

OP&F does not engage in pension valuations; therefore, this is a matter that only the parties, their legal counsel and the court can address. OP&F can provide information regarding a member's benefit amount, service credit, contributions, membership dates, etc. However, as provided in Ohio Revised Code Section 742.41 and Rule 742-7-02 of the Ohio Administrative Code, OP&F can only release this information to a third party if we receive either the written authorization of the member or a court order issued under Ohio Revised Code Section 3105.87. The member's authorization must be notarized and be on OP&F's *Authorization to Release Records* form or a form substantially similar to OP&F's form. OP&F's *Authorization to Release Records* form and a sample ORC Section 3105.87 order are available at www.op-f.org under the Member Forms link.

Why does my check/statement have a category labeled "DPO Admin fee"?

Ohio law allows OP&F to charge an administration fee for the processing of DPOs, with the fee being equally divided between the member and alternate payee. Currently, OP&F does not charge this fee. If it is later determined that a fee must be withheld, this area of the check/statement will indicate the fee amount and the fee will be equally divided between the alternate payee and the member.

NOTE: This form can be downloaded at www.op-f.org under the Member Forms link

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS

_____
Plaintiff/Petitioner
v.
_____
Defendant/Petitioner

Case No.:
Judge

DIVISION OF PROPERTY ORDER

The Court finds the following facts and issues the following Order pursuant to Sections 3105.80 to 3105.90, Revised Code[1]:

I. Terms:

A. The "Plan Participant" or "Participant" means _____, Social Security number _____, whose date of birth is _____, whose current address is _____, and whose current mailing address is _____.

B. The "Alternate Payee" means _____, Social Security number _____, whose date of birth is _____, whose current address is _____ _____, and whose current mailing address is _____ _____.

C. The "Public Retirement Program(s)" means (please check the name and address of the public retirement program(s) and/or University/College Alternative Retirement Plan Administrator):

☐ Ohio Public Employees Retirement System
277 East Town Street
Columbus, Ohio 43215-4642

☐ State Teachers Retirement System of Ohio
275 East Broad Street
Columbus, Ohio 43215-3771

☐ School Employees Retirement System of Ohio
300 East Broad Street, Suite 100
Columbus, Ohio 43215-3746

☐ Ohio State Highway Patrol Retirement System
1900 Polaris Parkway, Suite 201
Columbus, Ohio 43240

☐ Ohio Police and Fire Pension Fund
140 East Town Street
Columbus, Ohio 43215

☐ University/College Alternative Retirement Plan
Name and address: _____
_____
_____

[1]This form was created under Ohio Revised Code Section 3105.90. Since Ohio Revised Code Section 3105.82 requires that this form be used, variance from this form will result in non-acceptance of the order by the Public Retirement Program.

D. Obligation of Plan Participant and Alternate Payee: The Plan Participant and the Alternate Payee are ordered to notify in writing the Public Retirement Program of a change in the individual's mailing address.

II. **Amount Payable to the Alternate Payee:** Upon the Plan Participant receiving a payment from the Public Retirement Program, the court orders that the Alternate Payee shall receive payment in accordance with and subject to the limitations set forth in Sections 3105.82 to 3105.90, Revised Code. The Public Retirement Program is required to distribute amounts to the Alternate Payee in the same manner selected by the Participant. For example, if only a lump sum dollar amount is provided in Paragraphs II(B)(1)(a) and (b), then the Alternate Payee also receives a lump sum payment. Please designate the type and the method of payment:

A. Type of Payment: If the Participant is eligible to receive more than one benefit payment or more than one lump sum payment, please check the benefit(s) or lump sum payment(s) from which payment to the Alternate Payee shall be made. If no benefit or lump sum payment is designated, the Alternate Payee shall receive payment from the first benefit payment or lump sum payment for which the Participant is eligible to apply and to receive. Please check ALL APPLICABLE BENEFIT(S) OR LUMP SUM PAYMENT(S):

☐ Age and service retirement benefit, INCLUDING Partial Lump Sum Payments ("PLOP") received under Sections 145.46(E)(1), 3307.60(B), 3309.46(B)(4), or 5505.162(A)(3), Revised Code, and Deferred Retirement Option Plan ("DROP") under Section 742.43 or 5505.50, Revised Code.

☐ Age and service retirement benefit, BUT EXCLUDING Partial Lump Sum Payments ("PLOP") received under Sections 145.46(E)(1), 3307.60(B), 3309.46(B)(4) or 5505.162(A)(3), Revised Code, and Deferred Retirement Option Plan ("DROP") under Section 742.43 or 5505.50, Revised Code.

☐ Disability monthly benefit

☐ Account refund

☐ Additional money purchase annuity/additional annuity lump sum refund

☐ Reemployed retiree money purchase annuity (when monthly payment exceeds $25.00) or lump sum refund

☐ Defined contribution plan benefit

B. Method of Payment: If the Plan Participant is a reemployed retiree contributing to a money purchase annuity or is eligible to receive or is receiving monthly benefits or a lump sum payment from a reemployed retiree money purchase annuity, the Alternate Payee shall receive payment from the reemployed retiree money purchase annuity and any other type of payment designated in Paragraph II(A) above in a monthly or one-time dollar amount as specified in Paragraph II(B)(1)(a) below. If the Plan Participant is participating in the defined contribution program, or any of

its constituent plans, the Alternate Payee shall receive payment from the defined contribution program, or any of its constituent plans, and any other type of payment designated in Paragraph II(A) above in a percentage of a fraction as specified in Paragraph II(B)(2) below. If the Plan Participant is participating in any other plan in a Public Retirement Program, the Alternate Payee shall receive payment in either a dollar amount OR a percentage of a fraction as specified below (i.e. Please complete Dollar Amount OR Percentage).

1. Dollar Amount: Paragraphs II(B)(1)(a) and (b) must be fully completed, even if the indication is to pay the Alternate Payee "$0.00" from the Participant's periodic benefit or/and lump sum payment.

    a. If the Participant elects a plan of payment that consists of a lump sum payment OR a plan of payment that consists of periodic benefits:

    $_____ per benefit from the Participant's periodic benefit upon the Participant's receipt of the aggregate periodic benefit; or

    $_____ from the Participant's lump sum payment upon the Participant's receipt of the payment.

    b. If the Participant elects a plan of payment consisting of both a lump sum benefit AND a periodic benefit:

    $_____ per benefit from the Participant's periodic benefit upon the Participant's receipt of the periodic benefit; and

    $_____ from the Participant's lump sum benefit upon the Participant's receipt of the payment.

OR

2. Percentage: Please provide percentages in both Paragraph II(B)(2)(a) and (b) even if the percentage is "0%".

    a. If the Participant elects a plan of payment that consists of either periodic benefits OR a lump sum payment, the Public Retirement Program shall pay directly to the Alternate Payee per benefit or in a one-time lump sum payment _____ percent (_____%) of a fraction as set forth in Paragraph II(B)(2)(c) below of the Plan Participant's periodic benefit or one-time lump sum payment.

    b. If the Plan Participant elects a plan of payment consisting of both a lump sum benefit AND a periodic benefit, the Public Retirement Program shall pay directly to the Alternate Payee _____ percent (_____%) of a fraction as set forth in Paragraph II(B)(2)(c) below of the Plan Participant's periodic benefit and _____ percent (_____%) of a fraction as set forth below of the Plan Participant's lump sum benefit.

c. Fraction:

i. The numerator of the fraction shall be_____, which is the number of years during which the Plan Participant was both a contributing member of the Public Retirement Program and married to the Alternate Payee. The date of marriage is _____.

ii. The denominator, which shall be determined by the Public Retirement Program at the time that the Plan Participant elects to take a benefit or a payment, shall be the Participant's total years of service credit with the Public Retirement Program or, in the case of a Participant in a retirement plan established under Chapter 3305, Revised Code, the years of participation in the plan.

C. Applicable Benefit: The monthly benefit amount used to determine the amount paid to the Alternate Payee from the Participant's monthly benefit shall be whichever applies:

1. If the Participant is receiving a monthly benefit, the monthly benefit shall be the gross monthly benefit the Participant is receiving at the time the decree of divorce or dissolution becomes final. The effective date of the decree of divorce, dissolution, or legal separation is _____;

2. If the Participant has applied for but is not yet receiving a monthly benefit, the monthly benefit shall be the benefit for which the Participant is eligible;

3. If the Participant has not applied for a benefit, the monthly benefit shall be the benefit calculated at the time the Participant elects to take the benefit.

D. Minimum Benefit Notice: The total amount paid to the Alternate Payee pursuant to this order plus any administrative fee charged to the Participant and Alternate Payee as authorized by Section 3105.84, Revised Code, shall not exceed fifty percent of the amount of a benefit or lump sum payment that the Plan Participant is to receive or, if withholding is to be made from more than one benefit or lump sum payment, fifty percent of the total of the benefits or lump sum payments that the Plan Participant is to receive. If the Plan Participant's benefit or lump sum payment is or will be subject to more than one order issued pursuant to Section 3105.81, Revised Code, the Public Retirement Program shall not withhold an aggregate amount for all the orders plus the administrative fee(s) charged to the Participant and Alternate Payee as authorized by Section 3105.84, Revised Code, that exceeds fifty percent of the benefit or lump sum payment.

E. Cost of living allowances: Any cost of living allowance ("COLA") granted to a Participant while this Order is in effect shall be apportioned between the Participant and Alternate Payee in the same proportion that the amount being paid the Alternate Payee bears to the amount paid the Participant, as provided under Sections 145.323(B), 742.3711(G), 742.3716(F), 742.3717(B)(3), 3307.67(C), 3309.374(B), and 5505.174(C), Revised Code.

III. **Notification to Alternate Payee:** The Alternate Payee is hereby notified of the following:

A. The Alternate Payee's right to payment under this Order is conditional on the Plan Participant's right to a benefit payment or lump sum payment from the Public Retirement Program;

B. When the Plan Participant's benefit or lump sum payment is subject to more than one order under Section 3105.81, Revised Code, or to an order described in Section 3105.81, Revised Code and a withholding order under Section 3121.03, Revised Code, the amount paid to the Alternate Payee under this order may be reduced based on the priority of the other orders;

C. The Alternate Payee's right under this order to receive an amount from the benefit payment or lump sum payment to the Plan Participant shall terminate upon:

1. The death of the Plan Participant;

2. The death of the Alternate Payee;

3. The termination of a benefit pursuant to the governing laws of the Public Retirement Program.

IV. **Administrative Fee:** Pursuant to Section 3105.84, Revised Code, this order authorizes the Public Retirement Program that is or will be paying the benefit or lump sum payment to withhold from any benefit or payment that is subject to this order an amount determined by the Public Retirement Program to be necessary to defray the cost of administering the order. This amount shall be divided equally between the Plan Participant and the Alternate Payee.

V. **Application of Order:** This order applies to payments made by the Public Retirement Program after retention of the Order under Section 145.571, 742.462, 3305.21, 3307.371, 3309.671, or 5505.261, Revised Code.

VI. **Additional Limitations on Order:**

A. Payments under this order shall commence as provided under Section 145.571, 742.462, 3305.21, 3307.371, 3309.671, or 5505.261, Revised Code.

B. The Alternate Payee has no right or privilege under the law governing the Public Retirement Program that is not otherwise provided in the governing law.

C. This order shall not require the Public Retirement Program to take any action or provide any benefit, allowance, or payment not authorized under the law governing the Public Retirement Program.

VII. **Notice of Order:**

A. The clerk of courts shall transmit a certified copy of this order to the Public Retirement Program(s) named in the order.

B. On receipt of this order, the Public Retirement Program shall determine whether the order meets the requirements as set forth in Sections 3105.80 to 3105.90, Revised Code.

C. The Public Retirement Program shall retain the order in the Plan Participant's record if the order meets the requirements in Sections 3105.80 to 3105.90, Revised Code.

D. The Public Retirement Program shall return, by regular mail, to the clerk of courts of the court that issued the order any order the Public Retirement Program determines does not meet the requirements in Sections 3105.80 to 3105.90, Revised Code, no later than sixty days after the Public Retirement Program's receipt of the order.

VIII. **Jurisdiction of the Court:** The Court shall retain jurisdiction to modify, supervise, or enforce the implementation of this order notwithstanding Section 3105.171(I), Revised Code.

APPROVED:

_____ _____

Signature of Attorney for Plaintiff/Petitioner Attorney for Plaintiff/Petitioner (please type or print name)

Supreme Court No. _____

Address _____

Address _____

_____ _____

Signature of Attorney for Defendant/Petitioner Attorney for Defendant/Petitioner (please type or print name)

Supreme Court No. _____

Address _____

Address _____

SO ORDERED.

Judge _____

Division of Property Order approved per Section 145.571, 742.462, 3305.21, 3307.371, 3309.671, or 5505.261, Revised Code, for filing and submission.

_____

Retirement System

_____

Retirement System



Ohio Police & Fire Pension Fund

140 East Town Street
Columbus, OH 43215

www.op-f.org
questions@op-f.org

Prudence • Integrity • Empathy

Securing the future for Ohio's police and firefighters.