

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE FAMILY COURT OF THE 10TH JUDICIAL CIRCUIT**

Mary H. Smith,
Plaintiff,

vs.

Samuel G. Smith,
Defendant.

Case No. FM-4567

MILITARY QUALIFYING COURT ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. Acknowledgment: The parties acknowledge that Samuel G. Black ("Member") has accrued a military retirement benefit based on his/her service in the United States Air National Guard. The parties further agree that Mary H. Smith ("Former Spouse") has a property interest in a portion of such military retirement benefits and shall receive from Member's disposable military retired pay an amount as set forth below.

II. Member Information: The name, last known address, social security number, and date of birth of the Member are:

Name: Samuel G. Black ("Member")
Address: 369 LONG CREEK DRIVE, Hilton Head Island, SC 29928
Social Security Number: [REDACTED] Confidential Information Form
Birth Date: See Confidential Information Form

III. Former Spouse Information: The name, last known address, social security number, and date of birth of the Former Spouse are:

Name: Mary H. Smith ("Former Spouse")
Address: 305 Summer Road, Suite C, Denville, New Jersey 07834
Social Security Number: See Confidential Information Form
Birth Date: See Confidential Information Form

IV. Duration of Marriage Acknowledgment: The Member and Former Spouse were married on September 10, 1994. Their marital status was terminated on February 21, 2018 pursuant to a Decree of Divorce entered in the above referenced county in the State of South Carolina. This order is entered incident to the aforementioned order.

V. Assignment of Benefits: The court assigns to the Former Spouse an interest in the Member's disposable military retired pay for provisions of marital property rights. The Member and the Former Spouse acknowledge that they have been married for a period of more than ten years during which time the Member performed more than ten years of creditable military service. The parties were married from September 10, 1994 to February 21, 2018. The Former Spouse is entitled to a direct payment in the amount specified below and shall receive payments at the same times as the Member.

VI. Observance of Member's Rights Under the Servicemembers' Civil Relief Act (SCRA):

The Member's rights under the SCRA (50 U.S.C. 3901 et. seq.) were observed by the Court as evidenced by Member's presence at the proceedings.

VII. Uniformed Services Former Spouses' Protection Act "USFSPA" Jurisdiction (10 U.S.C. 1408(c)(4)):

The Member and Former Spouse intend that this order qualify under the USFSPA, 10 U.S.C. Section 1408 and following. The jurisdictional requirements of 10 U.S.C. Section 1408 have been complied with, and this Order has not been amended, superseded, or set aside by any subsequent order. This court has the authority to divide military retired pay under the USFSPA's jurisdictional requirement since the Member consents to the jurisdiction of this court.

VIII. Amount of Payments: The Former Spouse is awarded Fifty Percent (50 %) per month of the Member's "hypothetical" disposable military retired pay.

On February 21, 2018, the date of the Decree of Divorce, the Member's military retired pay base was \$ 6,569.00 (Member's average monthly pay for the last 36 months of pay; "base"), and the Member had Two Thousand Six Hundred Seventy- Five (2,675) Reserve retirement points. The Member's "hypothetical" disposable military retired pay shall be calculated using these factors.

Post-Retirement COLA: The Former Spouse shall receive a proportionate share of any post-retirement cost-of-living adjustments made to the Member's retired pay.

IX. Survivor Benefit Plan ("SBP") Protection for Former Spouse: The Court hereby orders that the Former Spouse shall be treated as the irrevocable beneficiary under the Survivor Benefit Plan ("SBP") based on the "maximum" SBP level of coverage determined as of Member's date of retirement. The Member shall be required to make the necessary election in a timely manner to effectuate the maximum SBP coverage for the Former Spouse and shall execute such paperwork as is required.

X. Duration of Payments: The monthly payments set forth under paragraph 8 shall commence to the Former Spouse as soon as administratively feasible following the commencement of Member's disposable retired pay and shall continue during the joint lives of the parties, and to the extent permitted under law, irrespective of the future marital status of either of them.

XI. Overpayments: The parties agree that any future overpayments to the Former Spouse shall be recoverable and subject to voluntary collection from the Former Spouse's estate.

XII. Continued Cooperation of Member: The Member agrees to cooperate with the Former Spouse to prepare an application for direct payment to the Former Spouse from the Member's retired or retained pay pursuant to 10 U.S.C. Section 1408. The Member agrees to execute all documents that the United States Military may require to certify that the disposable military retired pay can be provided to the Former Spouse. Former Spouse agrees to notify DFAS about any changes in the Qualifying Court Order or the order affecting these provisions of it, or in the eligibility of any recipient receiving benefits pursuant to it.

XIII. Merger of Benefits and Indemnification: The Member agrees not to take any action by merger of the military retirement pension with another pension so as to cause a limitation in the amount of the disposable retired pay in which the Member has a vested interest and thereby causing a limitation of the Former Spouse's monthly payments as set forth above. Notwithstanding the above, if the Member becomes employed outside of the military and has his/her military pension merged, or such other employment or condition causes a merger of any portion of the Member's disposable military retired pay with another retirement system, the Former Spouse shall remain entitled to the assigned share of the Member's retirement benefits set forth above, including survivor annuity benefits if applicable, regardless of which retirement system actually pays the retirement benefits.