

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

Susan G. Smith,
Plaintiff,

vs.

John N. Smith,
Defendant.

Case No. 10-4567

QUALIFYING COURT ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Acknowledgment: The parties acknowledge that Samuel G. Black (the "Employee") is accruing a benefit under the Railroad Retirement Act (5 U.S.C. Section 231, et seq.), based on his service with a Railroad Employer. The parties further agree that his former spouse, John N. Smith, shall receive from Samuel G. Black's Railroad Retirement benefits an amount as set forth below. Further, Samuel G. Black shall assist John N. Smith in submitting any application(s) necessary to secure his share of the "divisible portion" of the Railroad Retirement benefits as awarded herein. It is understood that this Order provides for the division of the Employee's benefits under the Railroad Retirement Act in accordance with 20 CFR 295.3(a)(1).

2. Employee Information: The name, last known address, social security number, and date of birth of the "Employee" are:

Name: Samuel G. Black ("Employee")
Address: 19 Palmer Road, Suite C, Denville, New Jersey 07834
Social Security Number: 125-67-3000
Birth Date: January 1, 1954

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

Name: John N. Smith ("Former Spouse")
Address: 19 Long Cove Drive, Harrisburg, PA 17177
Social Security Number: 154-76-9832
Birth Date: January 1, 1932

The Former Spouse and Employee were married on January 1, 1954.

The Former Spouse shall have the duty to notify the Railroad Retirement Board in writing of any changes in his mailing address subsequent to the entry of this Order.

4. Award of Property: The Employee awards to the Former Spouse an interest in his Railroad Retirement Benefits payable under the Railroad Retirement Act. The Former Spouse is entitled to "direct payments" of the amount specified in Section 5 below from the Railroad Retirement Board and that will be payable from the "divisible portion" of the Employee's benefits (including, but not limited to, his Tier II Age and Service Annuity as well as any Vested Dual Benefit Payments, Supplemental Annuity, or Overall Minimum Increases payable to the Employee).

5. Amount of Partition Award: Former Spouse is awarded, and the Railroad Retirement Board is directed to pay, an interest in the portion of Employee's benefits under the Railroad Retirement Act (45 U.S.C. Sections 231-231v) which may be divided as provided by section 14 of that Act (45 U.S.C. Section 231m). Former Spouse's share shall be computed as an amount equal to Fifty Percent (50.00 %) of Employee's monthly divisible benefits determined as of January 1, 2022.

Except for the amount assigned to the Former Spouse above, Employee shall retain as his sole and separate property all other pension benefits that he may be eligible to receive from the Railroad Retirement Board based on his years of service with a railroad employer.

The parties expressly agree that this paragraph shall not apply to any Disability Annuity paid by the Railroad Retirement Board.

Former Spouse shall not receive a pro-rata share of any postretirement cost-of-living adjustments or other economic improvements made to the Employee's benefits on or after the date of his retirement.

6. Commencement and Duration of Payments: The monthly payments under Paragraph 5 may not begin before the month in which the following conditions are met:

- (1.) the Employee has completed ten years of railroad service (or ten years of railroad service after December 31, 1995);
- (2.) the Former Spouse is age 62;
- (3.) the Employee also is 62, or deceased and would have been 62.

The Former Spouse shall continue to receive his share of the benefits for as long as the Employee has the right to receive Railroad Retirement benefits and shall remain payable to the Former Spouse even upon the death of the Employee.

7. Overpayments: The Former Spouse agrees that any future overpayments to him are recoverable and subject to voluntary collection from him or his estate.

8. Notification: The Former Spouse agrees to notify the Railroad Retirement Board about any changes in a Qualifying Court Order or the order affecting these provisions of it, or in the eligibility of any recipient receiving benefits pursuant to it.

9. Continued Cooperation of Employee: The Employee agrees to cooperate with the Former Spouse to prepare an application for direct payment to the Former Spouse from the Employee's Railroad Retirement Benefits, if necessary. The Employee agrees to execute all documents that the Railroad Retirement Board may require to certify that the specified portion of the Employee's Railroad Retirement Benefits can be provided to the Former Spouse.

10. Division of Property: The division of Railroad Retirement Benefits in this Order represents a final disposition of property between the Employee and the Former Spouse in compliance with a community property settlement, equitable distribution of property or other distribution of property that is intended as a present and complete settlement of the property rights of the parties.

11. Jurisdiction: The parties agree that the Family Court, 10TH Judicial Circuit, South Carolina is a court of competent jurisdiction in this action. This Order bears the certification of this court and has not been amended, superseded, or set aside by any subsequent order.

12. Qualifying Court Order Under the Railroad Retirement Board: The Employee and the Former Spouse intend that this Order qualify under the Railroad Retirement Act, 45 U.S.C. Section 231m. All provisions of this Order shall be construed and/or modified to the extent necessary to conform with the requirements of the Railroad Retirement Board for the division of an Employee's Railroad Retirement Benefits.