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

Susan G. Smith,

Plaintiff,

vs

John N. Smith,

Defendant.

Case No. FM-4567

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- 1. Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution pension plan that is qualified under Section 401(a) of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414 (p) of the Code.
- 2. Parties:** The parties hereto are married and a divorce action is in this Court at the above number, and this Court has personal jurisdiction over the parties. The parties were married on February 1, 1995 and divorced on January 1, 2022.
- 3. Participant Information:** The name, last known address, social security number, and date of birth of the plan "Participant" are:

Name: Samuel G. Black ("Participant")

Address: 369 LONG COVE DR, Hilton Head Island, SC 29928

Social Security Number: See Confidential Information Form

Birth Date: See Confidential Information Form

- 4. Alternate Payee Information:** The name, last known address, social security number, and date of birth of the "Alternate Payee" are:

Name: John N. Smith ("Alternate Payee")

Address: 305 Palmer Road, Suite C, Denville, New Jersey 07834

Social Security Number: See Confidential Information Form

Birth Date: See Confidential Information Form

Relationship to Participant: Former Spouse

The Alternate Payee, who is the former spouse of the Participant, shall have the duty to notify the Plan Administrator in writing of any changes in Alternate Payee's mailing address subsequent to the entry of this Order.

5. **Plan Name:** The name of the Plan to which this Order applies is the New York State Deferred Compensation Plan (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described below is transferred, whether via amendment, merger, or adoption shall also be subject to the terms of this Order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined contribution plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or other defined contribution plan has been transferred to the Plan, whether via amendment, merger, or adoption by the employer, shall also be subject to the terms of this Order.

Further, the rights of the Alternate Payee under this QDRO shall be protected in the event of a plan amendment, a plan merger, or a change in the name or sponsor of the Plan to the same extent that the rights of the Participant or plan beneficiaries in general are protected with respect to the benefits accrued as of the date of such amendment, merger, or change in the name or sponsor of the Plan.

6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of South Carolina.
7. **For Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights to the Alternate Payee as a result of the Decree of Divorce between the Participant and the Alternate Payee issued on January 1, 2022.
8. **Amount of Assignment:** This Order assigns to the Alternate Payee an amount equal to Fifty Percent (50.00 %) of the Participant's Total Account Balance accumulated under the Plan as of January 1, 2022 (the "Assignment Date," or the closest Plan valuation date thereto).

Alternate Payee's Share Determined From Total Account(s): When determining the Alternate Payee's assigned share of the benefits, the Participant's applicable Total Account Balances shall include all amounts maintained under all of the various accounts, subaccounts and investment funds established on behalf of the Participant under the Plan.

Post January 1, 2022 Contributions Attributable to Periods Before January 1, 2022: In the event that the Participant has made any contributions to the Participant's account(s) after January 1, 2022, but that are attributable to periods before this date, then such Total Account Balance shall further include such contributions.

Investment Earnings: The Alternate Payee's assigned share of the benefits as set forth above SHALL ALSO be any interest and investment earnings or losses attributable thereon from January 1, 2022 the "Assignment Date," or the closest Plan valuation date thereto, until the date the Plan actually establishes a separate account(s) for the Alternate Payee (the "Segregation Date").

Allocation of Benefits: The Alternate Payee's assigned share of the benefits shall be allocated on a "pro-rata" basis among all of the Participant's accounts/investment funds maintained on Participant's behalf under the Plan.

Impact of Outstanding Loan Balance: In the event the Participant has an outstanding loan balance as of January 1, 2022, then the Alternate Payee's assigned percentage is to be calculated "after" the loan amount is subtracted from the Participant's total account balance. (For illustration purposes only, if the Participant's total account balance is \$10,000 and \$2,000 of that represents an outstanding Plan Loan, and the Alternate Payee is assigned 50% of such total account balance, then the Alternate Payee's assigned share of the benefits shall be \$4,000.)

Participant's Vesting Status: In the event the Participant is not 100% vested in the Total Account Balance as of January 1, 2022, the Alternate Payee's rights to the assigned share of such Total Account Balance shall not be diminished by this fact. Rather, the Alternate Payee's vesting