HAYSKAR, WALKER, SCHWERER, DUNDAS & McCAIN, P.A.
ATTORNEYS AT LAW

GARRISON M. DUNDAS
STEPHEN G. HAYSKAR
STEVEN R. McCAIN (1949-2016)
ROBERT V. SCHWERER
JAMES T. WALKER

RENAISSANCE FINANCIAL CENTER
130 SOUTH INDIAN RIVER DRIVE, SUITE 304
FORT PIERCE, FLORIDA 34950
TELEPHONE: (772) 461-2310
FAX (772) 461-6790

May 7, 2019

Keith Stephens, Chair
Board of Trustees for the Fort Pierce Retirement System
100 North U.S. Highway One
Fort Pierce, FL 34950

RE: Vincent Ricketts

Dear Mr. Stephens,

This letter is formally addressed to you as Board Chair and, through you, the remainder of the Board of Trustees for the Fort Pierce Retirement System. The attached Domestic Relations Order, bearing on the retirant, Vincent Ricketts, and his former spouse, was reviewed and is found to be in proper form for purposes of Board Rule 16. I am happy to entertain any questions. Thank you.

Respectfully,

James T. Walker, Esquire
JTW/dam
Attachment

Filing # 87978267 E-Filed 04/15/2019 01:47:34 PM

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO. 2015DR1260

JUDGE: SHERWOOD BAUER, JR.

DAISY RICKETTS,

Petitioner/Wife,

v.

VINCENT RICKETTS,

Respondent/Husband.

_____/

ORDER REGARDING RETIREMENT BENEFITS AND ALIMONY

WHEREAS, this Court entered a Final Judgment of Dissolution of Marriage on May 9, 2016, which confirmed the Mediation Agreement, dated March 31, 2016 (the "Agreement") between VINCENT RICKETTS (the "Participant"), and DAISY RICKETTS (the "Alternate Payee"); and

WHEREAS the Participant has accrued certain benefits under the plan sponsored by City of Ft. Pierce (the "Company"), and known as the City of Ft. Pierce Retirement and Benefit System (the "Plan"), and any amended, successor, substitute or replacement plan which subsequently takes the place of the Plan, or into which the benefits payable to the Participant by the Plan are transferred; and

WHEREAS, the Agreement provides that Participant is obligated to pay Alternate Payee alimony from the Plan on the terms set forth in this Order; and

NOW THEREFORE, it is

ORDERED AND ADJUDGED as follows:

1. Domestic Relations Law. This Order is entered pursuant to the domestic relations laws of the State of Florida to recognize and assign to Alternate Payee that portion of the Plan benefits payable with respect to the Participant for his alimony obligation as specified below.

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2. Definitions. As used in this Order, the following capitalized terms shall have the following meanings:

a. "Accrued Benefit" means the largest benefit which the Participant is entitled to receive from the Plan in the form of monthly payments from a Single Life Annuity on the life of the Participant commencing at the Normal Retirement Age specified in the Plan.

b. "Valuation Date" means the date as of which the Participant's Accrued benefit is to be calculated. If the Participant dies before the Alternate Payee begins to receive any benefits from the Plan, the Valuation Date shall be the day before the date of the Participant's death.

c. "Actuarial Equivalent" means any form of benefit available under the Plan (such as Single Life Annuity for the life of the Alternate Payee) that differs in duration or manner of payment from another form of benefit available under the Plan (such as an annuity with a different starting date for the life of the Participant or a Qualified Joint and Survivor Annuity), but which is actuarially equivalent to the other form of benefit when calculated using the actuarial assumptions and factors used by the Plan itself.

3. Division of Benefits. Notwithstanding the death of the Participant at any time, whether before or after the Alternate Payee begins to receive plan benefits, the Alternate Payee shall be entitled to begin receiving, directly from the Plan, at such time as she may elect on or after the date on which the Participant attains (or would have attained if he dies earlier) the Earliest Retirement Age (as that term is defined in the Plan), or at any earlier time permitted by the Plan, an amount equal to fifty percent (50.00%) of the Actuarial Equivalent of the Participant's Accrued Benefit multiplied by the fraction specified below.

a. Payments to the Alternate Payee shall be made in the form of a Single Life Annuity for the life of the Alternate Payee, or in such other form as the Alternate Payee may elect from among the options then available from the Plan at the time the Alternate Payee elects to begin receiving payments. The Valuation Date for determining the Accrued Benefit of the Participant under this clause shall be the date Alternate Payee elects to begin receiving benefits from the Plan.

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b. The fraction referred to above shall have a numerator equal to the number of years and months from Participant's first day of employment with the Company through December 31, 2007. The denominator shall be equal to the total number of years the Participant works for the Company prior to the date payments to the Alternate Payee begin, or the date of the Participant's death, whichever shall first occur.

c. In determining this fraction, any hypothetical, putative, or extra years of service taken into account by the Plan in determining years of service during any period in order to calculate Participant's benefits shall not be included in either the numerator or the denominator of the fraction, but only Participant's actual years of service shall be counted.

d. Should the Alternate Payee die before beginning to receive any benefits from the Plan, her share of Plan benefits shall be paid as specified in Section 6 below.

4. Duration of payments. The Alternate Payee shall receive payments pursuant to this Order at a time to be elected by the Alternate Payee and notified to the Plan on or after the earliest date on which the Plan may legally pay or distribute any Plan benefits to her.

5. Survivor Benefits for Alternate Payee. The Alternate Payee shall be treated as the surviving spouse of the Participant for the purposes concerning Qualified Pre-Retirement Survivor Annuities but only to the extent of the Plan benefits assigned to her by this Order and shall be treated as the spouse of the Participant for the purposes concerning Qualified Joint and Survivor Annuities but only to the extent of the Plan benefits assigned to her by this Order.

6. Addresses. In order to protect Participant's privacy and prevent identity theft, Participant's current mailing address, date of birth, and Social Security Number are set forth in the separate Statement of Confidential Information. At all times, Participant shall keep the Plan informed of his current mailing address. In order to protect Alternate Payee's privacy and prevent identity theft, Alternate Payee's current mailing address, date of birth, and Social Security Number are also set forth in the separate Statement of Confidential Information. At all times, Alternate Payee shall keep the Plan informed of her current mailing address.

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7. Liability for Income Tax. Alternate Payee shall be liable for any and all income, excise, penalty, or other taxes due or payable from or because of distributions paid to or on behalf of Alternate Payee. Participant shall be liable for any and all income, excise, penalty, or other taxes due or payable from or because of distributions paid to or on behalf of Participant.

8. Participant not to Interfere with Alternate Payee's Rights. The Participant is hereby ordered not to do, or fail to do, any act, or to make any choice or election, or by inaction fail to make any choice or election under the Plan, which would interfere in any way with the payment to the Alternate Payee of the share of his Plan benefits assigned to the Alternate Payee by this Order. In the event any payment assigned to the Alternate Payee by this Order is paid to or received by Participant, Participant shall be deemed to have received such payments as trustee for the benefit of Alternate Payee and shall immediately pay the same to Alternate Payee.

9. Jurisdiction Retained. This Court shall retain jurisdiction to make changes in this Order to the extent necessary to carry out the intent of the parties provided in the Agreement, and as may be necessitated to comply with plan requirement to constitute a qualified domestic relations order.

10. Effect of Order. This Order shall not be construed or interpreted to:

a. require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;

b. require the Plan to provide increased benefits (determined on the basis of actuarial value); or

c. require the payment of benefits to the Alternate Payee which are required to be paid to another alternate payee under an Order previously determined to be a Qualified Domestic Relations Order.

[signatures on next page]

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PARTICIPANT:

Vincent Ricketts

ALTERNATE PAYEE:

Daisy Ricketts now known as Daisy Bell

DONE and ORDERED at Fort Pierce, St. Lucie County, Florida, this 15 day of April, 2019.

Victoria L. Griffin
Circuit Judge

LM

Copies to:

Rebecca F. Emmons, Esq. (remmons@rosswayswan.com)
Daisy Ricketts (daisyricketts2013@gmail.com)
Vincent Ricketts, 2221 N. 43rd Street, Fort Pierce, FL 34946
Kimberly Cunzo, Esquire (kcunzolaw@gmail.com)
Tracy Davis, Esq lawfirmtracy@aol.com

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
JOSEPH E. SMITH, CLERK
By: Deputy Clerk
Date: April 18 2019

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