





Employees' Retirement System of Rhode Island

Employees' Retirement System of Rhode Island -- Retirement Board Meeting






Schedule	Wednesday, Jul 11, 2018 9:00 AM — 11:30 AM EDT
Venue	50 Service Avenue, Warwick, Rhode Island, 2nd Floor Conference Room
Description	Monthly Retirement Board Meeting
Notes for Participants	<p>Parking is available in front of our building. Additional parking is available in the parking lot as you pass through the gate which will open using your identification. You can enter either by the back parking lot entrance to come up the stairs to the 2nd floor or you can walk around to the main entrance which is in the front of the building to enter.</p> <p>If you are unable to attend the July meeting, please contact Frank at 462-7610 or Roxanne at 462-7608.</p>
Organizer	Roxanne

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Employees' Retirement System of Rhode Island



Posted Agenda



EMPLOYEES' RETIREMENT SYSTEM OF RHODE ISLAND
RETIREMENT BOARD MONTHLY MEETING

Wednesday, July 11, 2018
9:00 a.m.
2nd Floor Conference Room
50 Service Avenue, Warwick, RI

- I. Chairperson Call to Order
- II. Approval of the Draft Meeting Minutes of the May 11, 2018 Retirement Board Meeting
- III. Chairperson's Report
 - Quarterly Update on the Investment Portfolio as of May 31, 2018 by CIO Alec Stais and Defined Contribution Plan Update from TIAA by David Iden, Relationship Manager and Matthew DiCroce, Director of Institutional Investment Strategy
- IV. Executive Director's Report
- V. Administrative Decisions
 - Administrative Appeal – *Rudolph J. Palumbo and Judith A. Palumbo vs. ERSRI*
- VI. Approval of the May and June Pensions as Presented by ERSRI
- VII. Legal Counsel Report
- VIII. Committee Reports
 - Disability Subcommittee – (See Attachments I and II)*
 - Administration Subcommittee*
 - Recommendation to Approve Change Control Requests for Morneau Shepell Ariel System
 - Governance and Member Services Subcommittees*
 - Discussion and Consideration of Recommendation to Maintain the Existing Regulation Regarding the Effective Date of Retirement for Teachers Retiring at the End of the School Year
 - Discussion and Consideration of Recommendation to Promulgate a Regulation to Adjust the Eligibility for the Annual Benefit Adjustment for Teachers Retiring at the End of the School Year
 - Governance Subcommittee - Update*
 - Member Services Subcommittee - Update*
- IX. Adjournment

Attachment I

Disability Applications and Hearings on June 8, 2018

- * Adele Goss
- * Kerry Etienne
- * Robert Coffey
- * Scott Rogers
- * Ruth Lemus
- * Sean Lafferty
- * Danny Oliveira
- * David Ciliberto
- * Lisa Dinobile
- * James Pion
- * Mark Thompson
- ** Janet Durfee-Hidalgo
- ** Lisa Rattenni
- ** Deborah Salvatore
- ** Deborah Bourgoin

*Votes by the full Board on these applications will be limited to approvals made by the Disability Subcommittee at their June 8, 2018 meeting.

**Recommendations on these denied applications or decisions reversing prior denials were approved by the Disability Subcommittee at their June 8, 2018 meeting.

Attachment II**Disability Applications and Hearings on July 3, 2018**

- * Debra Marshall
- * Susan Finocchiaro
- * David Laferriere
- * Kevin Gleason
- * John Karalis
- * Daniel Federowicz
- * George Wheelan
- * Eugene Bedard
- ** Adele Goss
- ** Sean Lafferty
- ** David Ciliberto

*Votes by the full Board on these applications will be limited to approvals made by the Disability Subcommittee at their July 3, 2018 meeting

**Votes by the full Board on these denied applications, and on decisions reversing prior denials are subject to approval of the decisions by the Disability Subcommittee at their July 3, 2018 meeting

Employees' Retirement System of Rhode Island



1. Chairperson Call to Order

Presented by Treasurer Seth Magaziner

Employees' Retirement System of Rhode Island



2. Approval of the Draft Meeting Minutes of the May 11, 2018 Retirement Board Meeting

For Vote

Presented by Treasurer Seth Magaziner



Employees' Retirement Board of Rhode Island

Meeting Minutes

Friday, May 11, 2018

9:00 a.m.

University of Rhode Island

W. Alton Jones Campus

Whispering Pines Conference Center

59 Louttit Lane, West Greenwich, RI

The Meeting of the Retirement Board was called to order at 9:00 a.m., Friday, May 11, 2018 in the Sycamore Lodge, 59 Louttit Lane, West Greenwich, RI.

I. Roll Call of Members

The following members were present at roll call: General Treasurer Seth Magaziner; Roger P. Boudreau; Mark A. Carruolo; Brian M. Daniels; Michael DiBiase; Paul L. Dion, Ph.D.; Thomas M. Lambert; John P. Maguire; Thomas A. Mullaney; Claire M. Newell; Marcia B. Reback; Jean Rondeau and Dr. Laura Shawhughes.

Also in attendance: Frank J. Karpinski, ERSRI Executive Director; Attorney Michael P. Robinson, Board Counsel; Patrick Marr, Chief of Staff; Amy L. Crane, General Counsel; Kate Brock, Deputy Director; Zachary J. Saul, Chief Financial Officer; Gayle Mambro-Martin, Deputy Counsel and Kelly Rogers.

Members absent were: Vice Chair William B. Finelli and Marianne F. Monte.

Recognizing a quorum, Treasurer Magaziner called the meeting to order.

II. Approval of Minutes

On a motion duly made by Jean Rondeau and seconded by Thomas A. Mullaney it was unanimously

VOTED: To approve the minutes of the March 14, 2018 meeting of the Retirement Board of the Employees' Retirement System of the State of Rhode Island.

III. Committee Reports

Disability Subcommittee

The Disability Subcommittee recommended the following actions on disability applications as a result of its April 6, 2018 meeting for approval by the full Board.

Name	Membership Group	Type	Action
1. Janet Walsh	State	Ordinary	Approved

Name	Membership Group	Type	Action
2. Stephen Melidossian	Municipal	Accidental	Approved
3. Stacy Sadow	State	Accidental	Approved at 66 2/3%
4. Ryan Garrahan	Municipal	Accidental	Approved
5. Joseph Koszela III	State	Accidental	Approved at 50%
6. Michael Gledhill	Municipal	Accidental	Approved
7. Anita McNeil	Teacher	Ordinary	Approved
8. Laura Flanagan	Teacher	Ordinary	Approved
9. Joseph Bouchard	State	Ordinary	Approved
10. Kellie Wallace	State	Accidental	The Board's 11-8-2017 decision to deny Ms. Wallace an accidental disability pension was reaffirmed
11. Andrew Butler	Municipal	Accidental	The Board's 12-17-2014 decision to deny Mr. Butler an accidental disability pension was reaffirmed
12. Peter Gesualdi	State	Accidental	The Board's 5-15-17 decision to deny Mr. Gesualdi an accidental disability pension was overturned. Approved at 50%
13. Joyce Garrett	State	Accidental	The Board's 5-15-17 decision to approve at 50% was upheld

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of April 6, 2018 on items 1, 2, 4, 5, 7, 8, 9, 11, 12 and 13.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was

VOTED: To approve the recommendation of the Disability Subcommittee meeting of April 6, 2018 on item 3.

Paul L. Dion, Ph.D., voted nay.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of April 6, 2018 on item 6.

John P. Maguire recused himself on item 6.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of April 6, 2018 on item 10.

Claire Newell recused herself on item 10.

The Disability Subcommittee recommended the following actions on disability applications as a result of its May 4, 2018 meeting for approval by the full Board.

Name	Membership Group	Type	Action
1. Sheri Lemay	State	Accidental	Approved at 66 2/3%
2. Lisa Brown	State	Accidental	Approved at 50%
3. Belkys Flecha	State	Accidental	Approved at 66 2/3%
4. Cheryl Britland	Teacher	Ordinary	Approved
5. Stephanie Santilli	Municipal	Ordinary	Approved
6. James Baccari, Jr.	Municipal	Ordinary	Approved
7. Linda Tierney	State	Ordinary	Approved
8. Celeste Cotrone	Municipal	Ordinary	Approved
9. Laverne Burgess	State	Ordinary	Approved
10. Alan MacMillan	Teacher	Ordinary	Approved
11. Michael Ball	State	Ordinary	Approved
12. Christina Styron	State	Ordinary	Approved
13. Francoise Knight	Teacher	Ordinary	Denied
14. Deborah Bourgoin	Municipal	Accidental /Denied	Ordinary/Denied

On motion by Dr. Laura Shawhughes and seconded by Claire Newell it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of May 4, 2018 on items 1, 3, 5, 6, 9, 10, 12 and 14.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of May 4, 2018 on items 2, 7 and 11.

Claire Newell recused herself on items 2, 7 and 11.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was unanimously

VOTED: To approve the recommendation of the Disability Subcommittee meeting of May 4, 2018 on items 4 and 13.

John P. Maguire recused himself on items 4 and 13.

On a motion by Dr. Laura Shawhughes and seconded by Roger P. Boudreau it was

VOTED: To approve the recommendation of the Disability Subcommittee meeting of May 4, 2018 on item 8.

Paul L. Dion, Ph.D. voted nay on item 8.

IV. Governance Subcommittee Recommendation for Legislation Suggestion for 2018 General Assembly Session

Chairman Maguire said there was a unanimous recommendation from the Governance Subcommittee regarding the issue of timing of contributions. He said the current law requires that contributions be remitted to the Retirement Board on a monthly basis, payable by the 15th of the following month and while many employers make timely contributions those contributions may not be deposited to the trust for 30 to 45 days after the payroll date and said the System did an analysis of all municipalities on timing of their contributions. Chairman Maguire said this is substantially longer than what is required for remitting other payroll deductions and noted that contributions due to the Defined Contribution Plan, 457 or 403(b) plan contributions, payroll taxes, FICA, etc. are due within 2-3 business days after the payroll date.

Chairman Maguire said the recommendation is that the letter be sent to the Speaker of the House and the Senate President asking to consider legislation which would require contributions to be made within 2-3 business days.

On a motion by John P. Maguire and seconded by Marcia B. Reback, it was unanimously

VOTED: To forward the draft letter to the Speaker of the House and to the Senate President asking them to consider legislation requiring contributions be made within 2-3 business days.

Treasurer Magaziner thanked the Governance Subcommittee and acknowledge that there being a consensus and supportive of not only the sending of the letter but advocating his title as Treasurer in effectuating this process.

V. Board Fiduciary Training and Continuing Education Session

The Board was then provided a data validation project update by Deputy Director Kate Brock and education and training presentations by Mr. Joseph P. Newton F.S.A., E.A., on managing funding policy, Mr. Keith Brainard on national public pension trends and the role of defined contribution / hybrid plans in the public sector and Executive Director Jason Gramitt Esq., on ethics and vote recusal.

VI. Adjournment

There being no other business to come before the Board, on a motion by Marcia B. Reback and seconded by Roger P. Boudreau, the meeting adjourned at 3:30 p.m.

Respectfully submitted,

Frank J. Karpinski

Executive Director

DRAFT

Employees' Retirement System of Rhode Island



3. Chairperson's Report

For Report

Presented by Treasurer Seth Magaziner

Employees' Retirement System of Rhode Island



3.1. Quarterly Update on the Investment Portfolio as of May 31, 2018

For Report

Presented by Alec Stais

Employees' Retirement System of Rhode Island



3.2. Quarterly Update provided by TIAA as of May 31, 2018

For Report

Plan Review for State of Rhode Island

Helping drive better outcomes for you and
your employees

Delivered by: David Iden & Matt DiCroce
July 11, 2018



Rhode
to**Retirement**



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David Iden

Sr. Relationship Manager, Institutional Retirement

Matt DiCroce

Director, Institutional Investment Strategist

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Member engagement review

Generating engagement and action to help drive retirement readiness



Member Engagement

A Look Back

Communication & Education Highlights: Q1 2018

Q1 2018 Locations, Outreach, and 1:1s

Q1 Locations and Attendees

<u>Workshops and Benefits Fairs</u>		<u>1 on 1 Counseling Sessions</u>	
Rhode Island College	4	Treasurer's Office – Warwick	7
Providence Office	25	URI – Narragansett Bay Campus	2
URI – Main Campus	3	RI League of Cities and Towns	150
CCRI - Lincoln	1		
Dept. of Health – Capitol Hill	2		
Town of Johnston	4		
Dept. of Rehabilitation, Health and Human Services	1		
Town of Smithfield – Town Hall	3		
Town of Burrillville – Jesse Smith Memorial Library	4		
Total			206

Benefit Fairs, Seminars, Workshops & 1:1s

Year	Attendees
2014	402
2015	718
2016	1295
2017	1309
As of 3/31/2018	206

TIAA-CREF Financial Essentials Seminars

TIAA-CREF's comprehensive, financial education program is designed to help every member address their financial needs.

- Focus on education for individuals – financial well-being is defined by them
- Offer material relevant to where they are in life/career
- Give them the confidence to help take control of their financial future

Webinars

Interactive webinars keep you up-to-date on topics to help you fulfill fiduciary responsibilities, enhance plan administration and engage your members.

For the most current list go to

<https://www.tiaa-cref.org/public/plansponsors/news/webinars/index.html>

Investment summary

Monitor your investment lineup to help maintain effectiveness



Investment Solutions

State of Rhode Island
Market Value as of 5/31/2018
Plan Balance Summary

401(a)/414(h)(2) - 405868 STATE OF RHODE ISLAND DEFINED CONTRIBUTION RETIREMENT PLAN

Ticker	Investment Name	Asset Class Description	Current Account Balance Amount
PRRIX	PIMCO Real Return Inst Class	Fixed Income	\$5,288,202.29
SWISX	Schwab International Index Fd	Equities	\$6,224,738.66
TSVX#	TIAA STABLE VALUE	Guaranteed	\$10,895,168.74
VBTLX	Vanguard Ttl Bd Mkt Idx Adm	Fixed Income	\$5,797,362.92
VEMAX	Vanguard Emr Mkts Stk Idx Adm	Equities	\$4,893,056.81
VFTSX	Vanguard FTSE Social Index Inv	Equities	\$1,826,290.73
VINIX	Vanguard Inst Idx Inst	Equities	\$24,245,729.61
VMCIX	Vanguard Mid-Cap Idx Inst	Equities	\$9,734,063.94
VSCIX	Vanguard Small-Cap Idx Inst	Equities	\$9,730,007.09
VT15#	Vanguard Tgt Rtmt 2015 Tr I	Multi-Asset	\$39,770,645.48
VT20#	Vanguard Tgt Rtmt 2020 Tr I	Multi-Asset	\$93,457,740.49
VT25#	Vanguard Tgt Rtmt 2025 Tr I	Multi-Asset	\$114,080,339.86
VT30#	Vanguard Tgt Rtmt 2030 Tr I	Multi-Asset	\$122,098,943.93
VT35#	Vanguard Tgt Rtmt 2035 Tr I	Multi-Asset	\$131,863,369.58
VT40#	Vanguard Tgt Rtmt 2040 Tr I	Multi-Asset	\$106,148,459.09
VT45#	Vanguard Tgt Rtmt 2045 Tr I	Multi-Asset	\$79,993,154.27
VT50#	Vanguard Tgt Rtmt 2050 Tr I	Multi-Asset	\$46,710,011.19
VT55#	Vanguard Tgt Rtmt 2055 Tr I	Multi-Asset	\$17,791,781.02
VT60#	Vanguard Tgt Rtmt 2060 Tr I	Multi-Asset	\$2,183,895.91
VT65#	Vanguard Target Rtmt 2065 Tr I	Multi-Asset	\$75,817.62
VTIN#	Vanguard Tgt Rtmt Income Tr I	Multi-Asset	\$11,101,696.92
			843,910,476.15

State of Rhode Island
Market Value as of 5/31/2018
Plan Balance Summary

401(a) - Rhode Island FICA 406403 Alternative RET Income Security Program

Ticker	Investment Name	Asset Class Description	Current Account Balance Amount
TSVX#	TIAA STABLE VALUE	Guaranteed	\$3,160.10
VT15#	Vanguard Tgt Rtmt 2015 Tr I	Multi-Asset	\$12,309.04
VT20#	Vanguard Tgt Rtmt 2020 Tr I	Multi-Asset	\$1,400,669.79
VT25#	Vanguard Tgt Rtmt 2025 Tr I	Multi-Asset	\$130,417.70
VT30#	Vanguard Tgt Rtmt 2030 Tr I	Multi-Asset	\$139,711.39
VT35#	Vanguard Tgt Rtmt 2035 Tr I	Multi-Asset	\$90,027.69
VT40#	Vanguard Tgt Rtmt 2040 Tr I	Multi-Asset	\$64,054.75
VT45#	Vanguard Tgt Rtmt 2045 Tr I	Multi-Asset	\$96,570.56
VT50#	Vanguard Tgt Rtmt 2050 Tr I	Multi-Asset	\$105,338.59
VT55#	Vanguard Tgt Rtmt 2055 Tr I	Multi-Asset	\$222,408.33
VT60#	Vanguard Tgt Rtmt 2060 Tr I	Multi-Asset	\$546,247.53
VT65#	Vanguard Target Rtmt 2065 Tr I	Multi-Asset	\$1,408.95
VTIN#	Vanguard Tgt Rtmt Income Tr I	Multi-Asset	\$14,858.64
			\$2,827,183.06



2018 401(a) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)
As of 5/31/2018	Mgr. Ticker	Tenure	AUM \$ Millions	Gross ER	Net ER	Net %-ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%-ile	3 Year	%-ile	5 Year	%-ile	10 Year	%-ile		
TIAA Stable Value								0.17	0.82	2.00		1.92		1.90				1.90	03/31/12
FIXED INCOME																			
Intermediate-Term Bond																			
Vanguard Total Bond Market Index Adm	VBTLX	5.17	197,794.77	0.05	0.05	2	-	0.62	(1.68)	1.12	55	1.12	58	1.73	49	3.57	66	4.04	11/12/01
	BBgBarc US Agg Float Adj TR USD							0.71	(1.54)	1.24		1.20		1.82					
	Intermediate-Term Bond Median			0.82	0.68			0.52	(1.60)	1.27		1.20		1.75		3.95			
	Intermediate-Term Bond Number of Funds	1030	977	1030	1030	1030				1013	1012	952	951	923	922	809	808		
Inflation-Protected Bond																			
PIMCO Real Return Instl	PRRIX	10.33	10,799.57	0.64	0.45	31	-	0.08	(0.95)	0.97	24	1.14	40	(0.26)	58	3.20	5	5.79	01/29/97
	BBgBarc US Treasury US TIPS TR USD							0.43	(0.42)	0.92		1.30		0.05		2.93			
	Inflation-Protected Bond Median			0.77	0.61			0.28	(0.53)	0.56		1.02		(0.36)		2.33			
	Inflation-Protected Bond Number of Funds	239	234	239	239	239				235	235	228	228	216	216	155	155		
EQUITY																			
Large Cap Blend - Index																			
Vanguard Institutional Index I	VINIX	17.33	220,310.79	0.04	0.04	2	-	2.41	2.01	13.96	35	10.75	12	13.28	12	9.50	21	9.81	07/31/90
	S&P 500 TR USD							2.41	2.02	13.99		10.78		13.31		9.49			
TIAA-CREF Social Choice Eq Instl	TISCX	12.33	3,257.39	0.18	0.18	6	-	1.98	1.98	14.83	22	9.88	39	12.05	54	9.35	28	5.75	07/01/99
Vanguard FTSE Social Index Inv	VFTSX	2.33	4,065.33	0.20	0.20	7		2.93	2.68	15.01	21	10.53	18	14.21	3	9.92	10	4.47	05/31/00
	Spliced Social Index*****							2.95	2.81	15.18		10.74		14.46		10.15			
	Russell 3000 TR USD							2.82	2.55	13.81		10.22		13.03		9.62			
	Large Blend Median			1.02	0.91			2.19	1.36	13.31		9.15		12.19		8.69			
	Large Blend Number of Funds	1380	1314	1379	1379	1379				1338	1338	1259	1259	1189	1189	1053	1046		
Mid-Cap Blend																			
Vanguard Mid Cap Index Institutional	VMCIX	19.92	95,071.48	0.05	0.05	2	-	1.78	1.63	12.34	29	7.88	38	12.27	16	10.16	31	10.01	05/21/98
	Spliced Mid Cap Index*							1.78	1.66	12.36		7.90		12.31		9.96			
	CRSP US Mid Cap TR USD							1.78	1.66	12.36		7.90		12.31		9.96			
	Mid-Cap Blend Median			1.13	1.01			2.61	1.01	10.06		6.55		10.66		9.28			
	Mid-Cap Blend Number of Funds	434	411	434	434	434				432	432	383	383	365	365	307	307		
Small Blend																			
Vanguard Small Cap Index I	VSCIX	2.00	84,478.36	0.05	0.05	2	-	5.10	5.22	11.83	26	8.07	38	11.67	25	10.74	15	9.04	07/07/97
	Spliced Small Cap Index**							5.07	5.19	11.80		8.03		11.65		11.13			
	CRSP US Small Cap TR USD							5.07	5.19	11.80		8.03		11.65		11.13			
	Small Blend Median			1.29	1.14			5.39	4.79	9.68		7.46		10.59		9.20			
	Small Blend Number of Funds	785	764	785	785	785				777	777	712	712	650	650	562	562		



2018 401(a) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)	
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date	
								1mo.	YTD	1 Year	%ile	3 Year	%ile	5 Year	%ile	10 Year	%ile			
Foreign Large Blend																				
	Schwab International Index	SWISX	1.00	--	0.06	0.06	2	-	(1.95)	(1.20)	15.36	51	5.76	50	6.48	43	2.77	45	4.62	05/19/97
	TIAA-CREF International Eq Idx Instl	TCIEX	12.67	12,152.69	0.06	0.06	2	-	(1.97)	(1.19)	15.40	51	5.92	47	6.71	37	2.97	35	8.23	10/01/02
	<i>MSCI EAFE NR USD</i>								(2.25)	(1.55)	14.80		5.55		6.50		2.74			
	<i>Foreign Large Blend Median</i>				1.19	1.00			(1.92)	(1.51)	15.62		5.59		6.34		2.60			
	<i>Foreign Large Blend Number of Funds</i>		771	710	771	771	771				748	748	661	661	631	631	496	496		
Diversified Emerging Mkts																				
	Vanguard Emerging Mkts Stock Idx Adm	VEMAX	9.67	93,841.67	0.14	0.14	1	-	(2.83)	(2.85)	20.97	63	7.49	64	4.47	55	2.62	61	6.49	06/23/06
	<i>Spliced Emerging Markets Index***</i>								(3.12)	(2.87)	20.58		7.21		4.38		2.70			
	<i>FTSE EMs AC China A Inclusion NR USD</i>								(3.12)	(2.88)	20.54		7.12		4.91		3.09			
	<i>FTSE Emerging NR USD</i>								(3.63)	(3.12)	21.58		7.92		4.85		3.06			
	<i>MSCI EM NR USD</i>								(3.54)	(2.61)	24.93		8.81		4.99		3.02			
	<i>Diversified Emerging Mkts Median</i>				1.65	1.33			(2.89)	(3.08)	24.05		8.72		4.87		3.15			
	<i>Diversified Emerging Mkts Number of Funds</i>		806	731	806	806	806				788	788	704	704	555	555	291	290		
Miscellaneous Sector																				
	TIAA Real Estate Account	OREARX	1.92	24,868.01	0.85	0.85		0.24	0.67	2.06	4.19		5.20		7.69		2.52		6.32	10/02/95
Lifecycle																				
	Vanguard Target Retire Inc Trust I				0.07	0.07			0.55	(0.08)	5.44		3.73		4.41		5.01		5.05	6/22/2007
	<i>Vanguard Target Retirement Income Composite</i>								0.59	0.03	5.56		3.86		4.53		5.03			
	<i>Target-Date Retirement Median</i>				0.72				0.56	(0.46)	4.93		3.26		3.75		4.43			
	<i>Target-Date Retirement Number of Funds</i>				198	198					191	191	179	179	158	158	126	126		
	Vanguard Target Retire 2015 Trust I				0.07	0.07			0.63	0.10	7.33		4.81		6.26		5.85		5.07	6/28/2007
	<i>Vanguard Target Retirement 2015 Composite</i>								0.63	0.18	7.43		4.91		6.37		5.80			
	<i>Target-Date 2015 Median</i>				0.65				0.55	(0.14)	7.00		4.64		5.83		5.22			
	<i>Target-Date 2015 Number of Funds</i>				151	151					140	140	122	122	97	97	69	69		
	Vanguard Target Retire 2020 Trust I				0.07	0.07			0.70	0.23	9.07		5.74		7.36		6.31		5.38	6/22/2007
	<i>Vanguard Target Retirement 2020 Composite</i>								0.68	0.31	9.14		5.84		7.47		6.36			
	<i>Target-Date 2020 Median</i>				0.73				0.62	(0.09)	7.69		4.81		6.11		5.25			
	<i>Target-Date 2020 Number of Funds</i>				267	267					253	253	227	227	194	194	144	144		
	Vanguard Target Retire 2025 Trust I				0.07	0.07			0.73	0.32	10.26		6.40		8.07		6.59		5.45	6/28/2007
	<i>Vanguard Target Retirement 2025 Composite</i>								0.72	0.40	10.33		6.48		8.17		6.64			
	<i>Target-Date 2025 Median</i>				0.72				0.72	0.09	9.32		5.60		6.93		5.75			
	<i>Target-Date 2025 Number of Funds</i>				235	235					224	224	199	199	171	171	104	104		



2018 401(a) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(O)	(R)	(S)	(T)
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %-ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%-ile	3 Year	%-ile	5 Year	%-ile	10 Year	%-ile		
Vanguard Target Retire 2030 Trust I				0.07	0.07			0.76	0.45	11.28		6.92		8.70		6.80		5.52	6/28/2007
<i>Vanguard Target Retirement 2030 Composite</i>								0.77	0.56	11.34		7.01		8.81		6.87			
<i>Target-Date 2030 Median</i>					0.77			0.86	0.34	10.66		6.18		7.57		5.84			
<i>Target-Date 2030 Number of Funds</i>					256	256				243	243	217	217	184	184	134	134		
Vanguard Target Retire 2035 Trust I				0.07	0.07			0.82	0.58	12.30		7.46		9.33		7.13		5.73	6/28/2007
<i>Vanguard Target Retirement 2035 Composite</i>								0.78	0.67	12.34		7.54		9.44		7.18			
<i>Target-Date 2035 Median</i>					0.75			0.93	0.61	11.97		6.76		8.24		6.33			
<i>Target-Date 2035 Number of Funds</i>					230	230				219	219	194	194	166	166	99	99		
Vanguard Target Retire 2040 Trust I				0.07	0.07			0.87	0.71	13.34		7.96		9.83		7.45		6.03	6/28/2007
<i>Vanguard Target Retirement 2040 Composite</i>								0.78	0.77	13.35		8.06		9.97		7.49			
<i>Target-Date 2040 Median</i>					0.79			1.00	0.74	12.54		7.03		8.62		6.26			
<i>Target-Date 2040 Number of Funds</i>					256	256				243	243	217	217	184	184	134	134		
Vanguard Target Retire 2045 Trust I				0.07	0.07			0.88	0.76	13.78		8.20		9.98		7.50		6.07	6/28/2007
<i>Vanguard Target Retirement 2045 Composite</i>								0.79	0.84	13.81		8.31		10.12		7.57			
<i>Target-Date 2045 Median</i>					0.75			0.99	0.77	13.20		7.51		9.05		6.61			
<i>Target-Date 2045 Number of Funds</i>					230	230				219	219	194	194	166	166	98	98		
Vanguard Target Retire 2050 Trust I				0.07	0.07			0.88	0.79	13.79		8.18		9.97		7.53		6.13	6/28/2007
<i>Vanguard Target Retirement 2050 Composite</i>								0.79	0.84	13.81		8.31		10.12		7.57			
<i>Target-Date 2050 Median</i>					0.79			1.02	0.84	13.36		7.37		9.12		6.62			
<i>Target-Date 2050 Number of Funds</i>					252	252				239	239	213	213	180	180	96	96		
Vanguard Target Retire 2055 Trust I				0.07	0.07			0.86	0.77	13.78		8.15		9.94				10.50	10/5/2010
<i>Vanguard Target Retirement 2055 Composite</i>								0.79	0.84	13.81		8.31		10.12					
<i>Target-Date 2055 Median</i>					0.75			1.01	0.81	13.57		7.57		9.24		6.43			
<i>Target-Date 2055 Number of Funds</i>					230	230				217	217	185	185	134	134	9	9		
Vanguard Target Retirement 2060 Trust I				0.07	0.07			0.88	0.79	13.78		8.17		9.97				10.36	3/1/2012
<i>Vanguard Target Retirement 2060 Composite</i>								0.79	0.84	13.81		8.31		10.12					
<i>Target-Date 2060+ Median</i>					0.75			1.09	1.01	13.71		8.17		9.40					
<i>Target-Date 2060+ Number of Funds</i>					211	211				170	170	68	68	8	8	0	0		
Vanguard Target Retirement 2065 Trust I				0.07	0.07			0.84	0.84									11.73	7/7/2017
<i>Vanguard Target Retirement 2060 Composite</i>								0.79	0.84										
<i>Target-Date 2060+ Median</i>					0.75			1.09	1.01	13.71		8.17		9.40					
<i>Target-Date 2060+ Number of Funds</i>					211	211				170	170	68	68	8	8	0	0		



2018 401(a) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%ile	3 Year	%ile	5 Year	%ile	10 Year	%ile		

Source: Morningstar & TIAA-CREF

Data for 1-month and YTD return as of 5/31/2018. All other data as of 3/31/2018.

Since Incep. = Since Inception Date

Incep. Date = Inception Date

Vanguard Index Information from available at <http://www.vanguard.com>

* = S&P MidCap 400 Index through May 16, 2003; the MSCI US Mid Cap 450 Index through January 30, 2013; and the CRSP US Mid Cap Index thereafter

** = Russell 2000 Index through May 16, 2003; the MSCI US Small Cap 1750 Index through January 30, 2013; and the CRSP US Small Cap Index thereafter

*** = Spliced Emerging Markets Index reflects performance of the Select Emerging Markets Index through August 23, 2006; the MSCI Emerging Markets Index through January 9, 2013; FTSE Emerging Transition Index through June 27, 2013; FTSE Emerging Index through November 1, 2015; FTSE Emerging Markets All Cap China A Transition Index through September 18, 2016; and FTSE Emerging Markets All Cap China A Inclusion Index thereafter.

**** = The TIAA Stable Value Inception Date represents the date that the plan's TIAA Stable Value record was initiated on TIAA-CREF's recordkeeping system which may be earlier than the date of first deposit to the contract.

"Since Inception" performance is calculated from this date.

For definitions please visit www.tiaa-cref.org/public/assetmanagement

Note: Rankings shown for returns are calculated by Morningstar. Rankings for expense ratio, Sharpe ratio and standard deviation are calculated by TIAA-CREF and may differ based on calculation methods

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****Adjusted Total Return is based on the Account's Total Return published in the Account's historical financial statements dating back to inception. The components of the Account's financial statements upon which the Adjusted Total Return is based excludes certain cash and short term securities and expenses associated with the liquidity guarantee because the constituents of the NFI-ODCE do not have this unique product feature. See Appendix A for a full reconciliation of the historical calculation.

***** Calvert Social Index through December 16, 2005; FTSE4Good US Select Index thereafter

Fund was eliminated from investment menu on April 2018.

New funds were added to Investment Menu on April 2018.

Disclosures



. %-ile --> Percentile Ranking in Morningstar Category.

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For the variable annuity accounts, we estimate expenses for the plan year based on projected expense and asset levels. Differences between estimated and actual expenses are adjusted quarterly and reflected in current investment results. Historically, the adjusting payments have resulted in both upward and downward adjustments.

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The risks associated with foreign investments are often magnified in emerging markets where there is greater potential for political, currency, and economic volatility.

Funds that invest in fixed-income securities are not guaranteed and are subject to interest-rate, inflation and credit risks.

Funds that invest in foreign securities are subject to special risks, including currency fluctuation and political and economic instability.

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Disclosures



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Disclosures



Prospectus Gross Expense Ratio

The percentage of fund assets used to pay for operating expenses and management fees, including 12b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's NAV. Sales charges are not included in the expense ratio.

--The expense ratio for fund of funds is the aggregate expense ratio as defined as the sum of the wrap or sponsor fees plus the estimated weighted average of the underlying fund fees.

--Often referred to as the Annual Operating Expense, the Prospectus Gross Expense Ratio is collected annually from a fund's prospectus.

Prospectus Net Expense Ratio

The percentage of fund assets, net of reimbursements, used to pay for operating expenses and management fees, including 12b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's NAV. Sales charges are not included in the expense ratio.

--The expense ratio for fund of funds is the aggregate expense ratio as defined as the sum of the wrap or sponsor fees plus the estimated weighted average of the underlying fund fees.

--Net reimbursements, the Prospectus Net Expense Ratio is collected annually from a fund's prospectus.

--TIAA-CREF, unless noted, does not charge additional fees for record keeping a fund. 12b-1, revenue share and admin fees are all included in the Prospectus fees.

-- Prospectus Net Expense Ratio % - ile rank is the percentile rank for the fund. The better the expense ratio (lower) the lower the ranking out of 100.

TIAA-CREF reported performance may differ from Morningstar source returns for the same option over the same time period. We would expect an occasional one to two basis point difference. Morningstar Direct calculates returns by one share owned by a hypothetical investor over the requested time period. So the return for one year is calculated using the same formula as one month. TIAA-CREF calculates returns by \$1,000 owned by hypothetical investor for one month then links returns for requested time period. Both set of returns include dividends and capital gains.

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BUILT TO PERFORM.

CREATED TO SERVE.

State of Rhode Island
Market Value as of 5/31/2018
Plan Balance Summary

457(b) - Plan 407359

State of Rhode Island 457(b) Deferred Compensation Plan

Ticker	Investment Name	Asset Class Description	Current Account Balance Amount
AIADX	American Century Inf Adj Bd R6	Fixed Income	\$545,643.15
AIANX	Amer Century Infl-Adj Bond R5	Fixed Income	\$0.00
PTTRX	PIMCO Total Return Instl	Fixed Income	\$600,273.33
REGX	American EuroPac Growth R6	Equities	\$1,737,659.03
SWISX	Schwab International Index Fd	Equities	\$181,815.28
TCIEX	TIAA-CREF Intl Eq Idx-Inst	Equities	\$0.00
TIAA#	TIAA Traditional Benefit Responsive 2	Guaranteed	\$3,710,713.57
TISCX	TIAA-CREF Social Ch Eq-Inst	Equities	\$0.00
VBTLX	Vanguard Ttl Bd Mkt Idx Adm	Fixed Income	\$85,073.15
VFSTX	Vanguard FTSE Social Index Inv	Equities	\$288,645.89
VINIX	Vanguard Inst Idx Inst	Equities	\$9,043,948.18
VLC1#	VALIC Fixed-Interest Opt 3%	Guaranteed	\$9,188,103.85
VLC2#	VALIC Fixed-Interest Opt 1.5%	Guaranteed	\$84,155.79
VMCIX	Vanguard Mid-Cap Idx Inst	Equities	\$4,891,735.46
VSCIX	Vanguard Small-Cap Idx Inst	Equities	\$3,042,884.99
VT15#	Vanguard Tgt Rtmt 2015 Tr I	Multi-Asset	\$1,614.47
VT20#	Vanguard Tgt Rtmt 2020 Tr I	Multi-Asset	\$528,117.96
VT25#	Vanguard Tgt Rtmt 2025 Tr I	Multi-Asset	\$75,222.25
VT30#	Vanguard Tgt Rtmt 2030 Tr I	Multi-Asset	\$494,111.29
VT35#	Vanguard Tgt Rtmt 2035 Tr I	Multi-Asset	\$17,457.56
VT40#	Vanguard Tgt Rtmt 2040 Tr I	Multi-Asset	\$13,218.55
VT45#	Vanguard Tgt Rtmt 2045 Tr I	Multi-Asset	\$49,240.65
VT50#	Vanguard Tgt Rtmt 2050 Tr I	Multi-Asset	\$49,142.73
VT55#	Vanguard Tgt Rtmt 2055 Tr I	Multi-Asset	\$234.45
VTIN#	Vanguard Tgt Rtmt Income Tr I	Multi-Asset	\$51,903.92
			\$34,680,915.50



2018 457(b) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)
As of 5/31/2018	Mgr. Ticker	Tenure	AUM \$ Millions	Gross ER	Net ER	Net %ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%ile	3 Year	%ile	5 Year	%ile	10 Year	%ile		
TIAA Traditional RCP								0.28	1.37	3.26		3.46		3.51		3.58		3.73	06/01/06
<i>Current crediting rate = 3.50</i>																			
FIXED INCOME																			
Intermediate-Term Bond																			
PIMCO Total Return Instl	PTTRX	3.58	72,043.03	0.51	0.46	23	-	0.42	(1.74)	2.13	15	1.62	30	1.83	41	4.76	12	7.22	05/11/87
	<i>BbgBarc US Agg Bond TR USD</i>																		
								0.71	(1.50)	1.20		1.20		1.82		3.63			
Vanguard Total Bond Market Index Adm	VBTLX	5.17	197,794.77	0.05	0.05	2	-	0.62	(1.68)	1.12	55	1.12	58	1.73	49	3.57	66	4.04	11/12/01
	<i>BbgBarc US Agg Float Adj TR USD</i>																		
								0.71	(1.54)	1.24		1.20		1.82					
	<i>Intermediate-Term Bond Median</i>																		
				0.82	0.68			0.52	(1.60)	1.27		1.20		1.75		3.95			
	<i>Intermediate-Term Bond Number of Funds</i>																		
		1030	977	1030	1030	1030				1013	1012	952	951	923	922	809	808		
Inflation-Protected Bond																			
American Century Inflation Adjs Bond R5	AIANX	16.42	3,060.55	0.27	0.27	12	0.05	(0.09)	(1.03)	0.92	28	1.29	19	(0.20)	53	2.79	29	4.08	10/01/02
American Century Inflation-Adjs Bond R6	AIADX	16.42	3,060.55	0.22	0.22	9	-	0.00	(1.03)	0.85	37	1.13	40	(0.39)	66	2.59	39	0.74	07/28/17
	<i>BbgBarc US Treasury US TIPS TR USD</i>																		
								0.43	(0.42)	0.92		1.30		0.05		2.93			
	<i>Inflation-Protected Bond Median</i>																		
				0.77	0.61			0.28	(0.53)	0.56		1.02		(0.36)		2.33			
	<i>Inflation-Protected Bond Number of Funds</i>																		
		239	234	239	239	239				235	235	228	228	216	216	155	155		
EQUITY																			
Large Cap Blend - Index																			
Vanguard Institutional Index I	VINIX	17.33	220,310.79	0.04	0.04	2	-	2.41	2.01	13.96	35	10.75	12	13.28	12	9.50	21	9.81	07/31/90
	<i>S&P 500 TR USD</i>																		
								2.41	2.02	13.99		10.78		13.31		9.49			
TIAA-CREF Social Choice Eq Instl	TISCX	12.33	3,257.39	0.18	0.18	6	-	1.98	1.98	14.83	22	9.88	39	12.05	54	9.35	28	5.75	07/01/99
Vanguard FTSE Social Index Inv	VFSTX	2.33	4,065.33	0.20	0.20	7		2.93	2.68	15.01	21	10.53	18	14.21	3	9.92	10	4.47	05/31/00
	<i>Spliced Social Index***</i>																		
								2.95	2.81	15.18		10.74		14.46		10.15			
	<i>Russell 3000 TR USD</i>																		
								2.82	2.55	13.81		10.22		13.03		9.62			
	<i>Large Blend Median</i>																		
				1.02	0.91			2.19	1.36	13.31		9.15		12.19		8.69			
	<i>Large Blend Number of Funds</i>																		
		1380	1314	1379	1379	1379				1338	1338	1259	1259	1189	1189	1053	1046		
Mid-Cap Blend																			
Vanguard Mid Cap Index Institutional	VMCIX	19.92	95,071.48	0.05	0.05	2	-	1.78	1.63	12.34	29	7.88	38	12.27	16	10.16	31	10.01	05/21/98
	<i>Spliced Mid Cap Index*</i>																		
								1.78	1.66	12.36		7.90		12.31		9.96			
	<i>CRSP US Mid Cap TR USD</i>																		
								1.78	1.66	12.36		7.90		12.31		9.96			
	<i>Mid-Cap Blend Median</i>																		
				1.13	1.01			2.61	1.01	10.06		6.55		10.66		9.28			
	<i>Mid-Cap Blend Number of Funds</i>																		
		434	411	434	434	434				432	432	383	383	365	365	307	307		



2018 457(b) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(O)	(R)	(S)	(T)	
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date	
								1mo.	YTD	1 Year	%ile	3 Year	%ile	5 Year	%ile	10 Year	%ile			
Small Blend																				
Vanguard Small Cap Index I	VSCIX	2.00	84,478.36	0.05	0.05	2	-	5.10	5.22	11.83	26	8.07	38	11.67	25	10.74	15	9.04	07/07/97	
<i>Spliced Small Cap Index**</i>								5.07	5.19	11.80		8.03		11.65		11.13				
<i>CRSP US Small Cap TR USD</i>								5.07	5.19	11.80		8.03		11.65		11.13				
<i>Small Blend Median</i>				1.29	1.14			5.39	4.79	9.68		7.46		10.59		9.20				
<i>Small Blend Number of Funds</i>		785	764	785	785	785				777	777	712	712	650	650	562	562			
Foreign Large Blend																				
Schwab International Index	SWISX	1.00	--	0.06	0.06	2	-	(1.95)	(1.20)	15.36	51	5.76	50	6.48	43	2.77	45	4.62	05/19/97	
TIAA-CREF International Eq Idx Instl	TCIEX	12.67	12,152.69	0.06	0.06	2	-	(1.97)	(1.19)	15.40	51	5.92	47	6.71	37	2.97	35	8.23	10/01/02	
<i>MSCI EAFE NR USD</i>								(2.25)	(1.55)	14.80		5.55		6.50		2.74				
<i>Foreign Large Blend Median</i>				1.19	1.00			(1.92)	(1.51)	15.62		5.59		6.34		2.60				
<i>Foreign Large Blend Number of Funds</i>		771	710	771	771	771				748	748	661	661	631	631	496	496			
Foreign Large Growth																				
American Funds Europacific Growth R6	REGX	26.33	166,888.42	0.50	0.50	3	-	(0.76)	0.53	21.18	33	7.93	34	8.80	21	4.87	23	10.50	05/01/09	
<i>MSCI ACWI Ex USA NR USD</i>								(2.31)	(1.92)	16.53		6.18		5.89		2.70				
<i>Foreign Large Growth Median</i>				1.27	1.12			(0.76)	0.53	19.97		7.16		7.28		3.84				
<i>Foreign Large Growth Number of Funds</i>		420	395	420	420	420				416	416	376	376	359	354	307	297			
Lifecycle																				
Vanguard Target Retire Inc Trust I				0.07	0.07			0.55	(0.08)	5.44		3.73		4.41		5.01		5.05	6/22/2007	
<i>Vanguard Target Retirement Income Composite</i>								0.59	0.03	5.56		3.86		4.53		5.03				
<i>Target-Date Retirement Median</i>				0.72				0.56	(0.46)	4.93		3.26		3.75		4.43				
<i>Target-Date Retirement Number of Funds</i>						198	198			191	191	179	179	158	158	126	126			
Vanguard Target Retire 2015 Trust I				0.07	0.07			0.63	0.10	7.33		4.81		6.26		5.85		5.07	6/28/2007	
<i>Vanguard Target Retirement 2015 Composite</i>								0.63	0.18	7.43		4.91		6.37		5.80				
<i>Target-Date 2015 Median</i>				0.65				0.55	(0.14)	7.00		4.64		5.83		5.22				
<i>Target-Date 2015 Number of Funds</i>						151	151			140	140	122	122	97	97	69	69			
Vanguard Target Retire 2020 Trust I				0.07	0.07			0.70	0.23	9.07		5.74		7.36		6.31		5.38	6/22/2007	
<i>Vanguard Target Retirement 2020 Composite</i>								0.68	0.31	9.14		5.84		7.47		6.36				
<i>Target-Date 2020 Median</i>				0.73				0.62	(0.09)	7.69		4.81		6.11		5.25				
<i>Target-Date 2020 Number of Funds</i>						267	267			253	253	227	227	194	194	144	144			
Vanguard Target Retire 2025 Trust I				0.07	0.07			0.73	0.32	10.26		6.40		8.07		6.59		5.45	6/28/2007	
<i>Vanguard Target Retirement 2025 Composite</i>								0.72	0.40	10.33		6.48		8.17		6.64				
<i>Target-Date 2025 Median</i>				0.72				0.72	0.09	9.32		5.60		6.93		5.75				
<i>Target-Date 2025 Number of Funds</i>						235	235			224	224	199	199	171	171	104	104			



2018 457(b) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(O)	(R)	(S)	(T)
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %-ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%-ile	3 Year	%-ile	5 Year	%-ile	10 Year	%-ile		
Vanguard Target Retire 2030 Trust I				0.07	0.07			0.76	0.45	11.28		6.92		8.70		6.80		5.52	6/28/2007
<i>Vanguard Target Retirement 2030 Composite</i>								0.77	0.56	11.34		7.01		8.81		6.87			
<i>Target-Date 2030 Median</i>					0.77			0.86	0.34	10.66		6.18		7.57		5.84			
<i>Target-Date 2030 Number of Funds</i>						256	256			243	243	217	217	184	184	134	134		
Vanguard Target Retire 2035 Trust I				0.07	0.07			0.82	0.58	12.30		7.46		9.33		7.13		5.73	6/28/2007
<i>Vanguard Target Retirement 2035 Composite</i>								0.78	0.67	12.34		7.54		9.44		7.18			
<i>Target-Date 2035 Median</i>					0.75			0.93	0.61	11.97		6.76		8.24		6.33			
<i>Target-Date 2035 Number of Funds</i>						230	230			219	219	194	194	166	166	99	99		
Vanguard Target Retire 2040 Trust I				0.07	0.07			0.87	0.71	13.34		7.96		9.83		7.45		6.03	6/28/2007
<i>Vanguard Target Retirement 2040 Composite</i>								0.78	0.77	13.35		8.06		9.97		7.49			
<i>Target-Date 2040 Median</i>					0.79			1.00	0.74	12.54		7.03		8.62		6.26			
<i>Target-Date 2040 Number of Funds</i>						256	256			243	243	217	217	184	184	134	134		
Vanguard Target Retire 2045 Trust I				0.07	0.07			0.88	0.76	13.78		8.20		9.98		7.50		6.07	6/28/2007
<i>Vanguard Target Retirement 2045 Composite</i>								0.79	0.84	13.81		8.31		10.12		7.57			
<i>Target-Date 2045 Median</i>					0.75			0.99	0.77	13.20		7.51		9.05		6.61			
<i>Target-Date 2045 Number of Funds</i>						230	230			219	219	194	194	166	166	98	98		
Vanguard Target Retire 2050 Trust I				0.07	0.07			0.88	0.79	13.79		8.18		9.97		7.53		6.13	6/28/2007
<i>Vanguard Target Retirement 2050 Composite</i>								0.79	0.84	13.81		8.31		10.12		7.57			
<i>Target-Date 2050 Median</i>					0.79			1.02	0.84	13.36		7.37		9.12		6.62			
<i>Target-Date 2050 Number of Funds</i>						252	252			239	239	213	213	180	180	96	96		
Vanguard Target Retire 2055 Trust I				0.07	0.07			0.86	0.77	13.78		8.15		9.94				10.50	10/5/2010
<i>Vanguard Target Retirement 2055 Composite</i>								0.79	0.84	13.81		8.31		10.12					
<i>Target-Date 2055 Median</i>					0.75			1.01	0.81	13.57		7.57		9.24		6.43			
<i>Target-Date 2055 Number of Funds</i>						230	230			217	217	185	185	134	134	9	9		
Vanguard Target Retirement 2060 Trust I				0.07	0.07			0.88	0.79	13.78		8.17		9.97				10.36	3/1/2012
<i>Vanguard Target Retirement 2060 Composite</i>								0.79	0.84	13.81		8.31		10.12					
<i>Target-Date 2060+ Median</i>					0.75			1.09	1.01	13.71		8.17		9.40					
<i>Target-Date 2060+ Number of Funds</i>						211	211			170	170	68	68	8	8	0	0		
Vanguard Target Retirement 2065 Trust I				0.07	0.07			0.84	0.84									11.73	7/7/2017
<i>Vanguard Target Retirement 2060 Composite</i>								0.79	0.84										
<i>Target-Date 2060+ Median</i>					0.75			1.09	1.01	13.71		8.17		9.40					
<i>Target-Date 2060+ Number of Funds</i>						211	211			170	170	68	68	8	8	0	0		



2018 457(b) Performance Summary

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)
As of 5/31/2018	Ticker	Mgr. Tenure	AUM \$ Millions	Gross ER	Net ER	Net %-ile	Rev Share	Recent Returns		Annualized Total Returns as of 3/31/2018								Since Incep.	Incep. Date
								1mo.	YTD	1 Year	%-ile	3 Year	%-ile	5 Year	%-ile	10 Year	%-ile		

Source: Morningstar & TIAA-CREF

Data for 1-month and YTD return as of 5/31/2018. All other data as of 3/31/2018.

Since Incep. = Since Inception Date

Incep. Date = Inception Date

In a multi-share situation, Morningstar will adjust the performance history of the original portfolio to reflect any differences in fees between the original share class and the new share class.

Vanguard Index Information from available at <http://www.vanguard.com>

* = S&P MidCap 400 Index through May 16, 2003; the MSCI US Mid Cap 450 Index through January 30, 2013; and the CRSP US Mid Cap Index thereafter

** = Russell 2000 Index through May 16, 2003; the MSCI US Small Cap 1750 Index through January 30, 2013; and the CRSP US Small Cap Index thereafter

"Since Inception" performance is calculated from this date.

For definitions please visit www.tiaa-cref.org/public/assetmanagement

Note: Rankings shown for returns are calculated by Morningstar. Rankings for expense ratio, Sharpe ratio and standard deviation are calculated by TIAA-CREF and may differ based on calculation methods

Fee Disclosures: 1 The net expense ratio reflects total annual fund operating expenses excluding interest expense. If interest expense was included, returns would have been lower.

2 Accumulations in mutual funds not managed by TIAA-CREF may be subject to administrative charges. These charges are subject to change. Please review current documents related to your plan.

*** Calvert Social Index through December 16, 2005; FTSE4Good US Select Index thereafter

Funds were eliminated from investment menu on April 2018.

New funds or share class change were added to Investment Menu on April 2018.

Disclosures



. %-ile --> Percentile Ranking in Morningstar Category.

The performance data quoted represents past performance and is no guarantee of future results. Your returns and the principal value of your investments will fluctuate so that your shares or accumulation units, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance quoted below. For performance current to the most recent month-end, visit the TIAACREF Website at www.tiaa-cref.org, or call 877 518-9161.

Annuity account options are available through annuity contracts issued by TIAA or CREF. These contracts are designed for retirement or other long-term goals, and offer a variety of income options, including lifetime income. Payments from the variable annuity accounts are not guaranteed and will rise or fall based on investment performance.

For the variable annuity accounts, we estimate expenses for the plan year based on projected expense and asset levels. Differences between estimated and actual expenses are adjusted quarterly and reflected in current investment results. Historically, the adjusting payments have resulted in both upward and downward adjustments.

Investing in non-investment grade securities presents special risks, including significantly higher interest-rate and credit risk.

Small-cap and mid-cap stocks may have limited marketability and may be subject to more abrupt or erratic market movements than large-cap stocks.

The risks associated with foreign investments are often magnified in emerging markets where there is greater potential for political, currency, and economic volatility.

Funds that invest in fixed-income securities are not guaranteed and are subject to interest-rate, inflation and credit risks.

Funds that invest in foreign securities are subject to special risks, including currency fluctuation and political and economic instability.

Real estate securities are subject to various risks, including fluctuations in property values, higher expenses or lower income than expected, and potential environmental problems and liability.

Disclosures



Any guarantees under annuities issued by TIAA are subject to TIAA's claims-paying ability. TIAA Stable Value is guaranteed insurance contract and not an investment for Federal Securities Law purposes.

Target Date Funds share the risks associated with the types of securities held by each of the underlying funds in which they invest. In addition to the fees and expenses associated with the Target Date Funds, there is exposure to the fees and expenses associated with the underlying mutual funds as well.

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Investment, insurance and annuity products are not FDIC insured, are not bank guaranteed, are not deposits, are not insured by any federal government agency, are not a condition to any banking service or activity, and may lose value.

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Morningstar is an independent service that rates mutual funds and variable annuities, based on risk-adjusted returns. Although Morningstar data is gathered from reliable sources, neither Morningstar nor TIAA-CREF can guarantee its completeness and accuracy. Morningstar does not rate money market accounts, and the other TIAA-CREF mutual fund accounts are too new to be rated. Past performance does not guarantee future results. Accumulation net asset values and returns will vary.

For each fund/account with at least a three-year history, Morningstar calculates a Morningstar Rating™ based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's/account's monthly performance (including the effects of sales charges, loads, and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. Where applicable, Morningstar's performance rankings are based on linked performance that considers the differences in expense ratios, while actual performance data shown does not reflect such differences. The top 10 percent of funds/accounts in a category receive five stars, the next 22.5 percent receive four stars, and the next 35 percent receive three stars, the next 22.5 percent receive two stars and the bottom 10 percent receive one star. (Each share class is counted as a fraction of one fund/account within this scale and rated separately, which may cause slight variations in the distribution percentages.) Morningstar proprietary ratings on U.S.-domiciled funds/accounts reflect historical risk-adjusted performance, are subject to change every month. They are derived from a weighted average of the performance figures associated with its three-, five- and ten-year (if applicable) Morningstar Rating metrics. Please note, Morningstar now rates group variable annuities within the open-end mutual fund universe.

Disclosures



Prospectus Gross Expense Ratio

The percentage of fund assets used to pay for operating expenses and management fees, including 12b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's NAV. Sales charges are not included in the expense ratio.

--The expense ratio for fund of funds is the aggregate expense ratio as defined as the sum of the wrap or sponsor fees plus the estimated weighted average of the underlying fund fees.

--Often referred to as the Annual Operating Expense, the Prospectus Gross Expense Ratio is collected annually from a fund's prospectus.

Prospectus Net Expense Ratio

The percentage of fund assets, net of reimbursements, used to pay for operating expenses and management fees, including 12b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's NAV. Sales charges are not included in the expense ratio.

--The expense ratio for fund of funds is the aggregate expense ratio as defined as the sum of the wrap or sponsor fees plus the estimated weighted average of the underlying fund fees.

--Net reimbursements, the Prospectus Net Expense Ratio is collected annually from a fund's prospectus.

--TIAA-CREF, unless noted, does not charge additional fees for record keeping a fund. 12b-1, revenue share and admin fees are all included in the Prospectus fees.

-- Prospectus Net Expense Ratio % - ile rank is the percentile rank for the fund. The better the expense ratio (lower) the lower the ranking out of 100.

TIAA-CREF reported performance may differ from Morningstar source returns for the same option over the same time period. We would expect an occasional one to two basis point difference. Morningstar Direct calculates returns by one share owned by a hypothetical investor over the requested time period. So the return for one year is calculated using the same formula as one month. TIAA-CREF calculates returns by \$1,000 owned by hypothetical investor for one month then links returns for requested time period. Both set of returns include dividends and capital gains.

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Disclosures

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You should consider the investment objectives, risks, charges and expenses carefully before investing. Please call 877- 518-9161 for a prospectus that contains this and other information. Please read the prospectus carefully before investing.

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BUILT TO PERFORM.

CREATED TO SERVE.

Employees' Retirement System of Rhode Island



4. Executive Director's Report

For Report

Presented by Frank J. Karpinski

Employees' Retirement System of Rhode Island



5. Administrative Appeal – Rudolph J. Palumbo and Judith A. Palumbo vs. **ERSRI**

For Vote

Presented by Michael P. Robinson

**RUDOLPH J. PALUMBO
AND JUDITH A.
PALUMBO
VS
ERSRI**



Employees' Retirement System of Rhode Island

ERSRI Board:

June 1, 2018

Seth Magaziner
*General Treasurer
Chair*

Carly Iafrate, Esq.
38 North Court Street
Providence, RI 02903

William B. Finelli
Vice Chair

RE: *Notice of Full Board Meeting
Rudolph Palumbo and Judith A. Palumbo vs. Employees' Retirement System of Rhode Island*

Roger P. Boudreau

Mark A. Carruolo

Dear Attorney Iafrate:

Brian M. Daniels

Please be advised that the Hearing Officer has issued an opinion regarding the decision of the Employees' Retirement System of Rhode Island (ERSRI) to deny the request that upon Mr. Palumbo's death Teacher Survivors' Benefits (TSB) be paid to his former spouse, Judith A. Palumbo.

Michael DiBiase

Paul L. Dion

Thomas M. Lambert

In accordance with Regulation 1.4 of the Rules of Practice and Procedure of the Employees' Retirement System for Hearings on Contested Cases, this matter will be presented to the full Retirement Board for approval or denial at the July 11, 2018 Retirement Board Meeting. You have the right to appear before the Retirement Board and make oral argument in support of or in opposition to the Hearing Officer's decision.

John P. Maguire

Marianne F. Monte

The July meeting of the Retirement Board is scheduled for:

Thomas A. Mullaney

Claire M. Newell

DATE: Wednesday, July 11, 2018
TIME: 9:15 a.m.
LOCATION: 2nd Floor Conference Room
50 Service Avenue
Warwick, Rhode Island 02886

Marcia B. Reback

Jean Rondeau

Laura Shawhughes

Frank J. Karpinski
Executive Director

If you are unable to attend this meeting, please notify me at 462-7608 as soon as possible. Should the meeting be rescheduled, we will notify you of the new date and time of the meeting.

Sincerely,

Roxanne Donoyan
Roxanne Donoyan

cc: Rudolph Palumbo
Michael P. Robinson, Esq.

Enclosure Employees' Retirement System of Rhode Island Rules & Regulations, Regulation 1.4

1.4 Rules of Practice and Procedure for Hearings in Contested Cases

A. Introduction

1. These Rules of Practice and Procedure are promulgated pursuant to R.I. General Laws Section 36-8-3. The Rules shall be in effect during any hearing on a contested case before the Retirement Board or its duly authorized representatives.

B. Definitions

1. The definitions set forth in R.I. General Laws Sections 36-8-1, 45-21-2, 45-21.2-2 and 16-16-1, and as further set forth in Regulations promulgated by the Retirement Board, are specifically incorporated by reference herein.
 - a. "Contested case" means a matter for which a member requests a hearing because he or she is aggrieved by an administrative action other than a Disability decision. The term shall apply to hearings conducted before Hearing Officers, and thereafter in proceedings before the full Retirement Board.
 - b. "Party" means any member, beneficiary, Retirement System, or such other person or organization deemed by the Hearing Officer to have standing.
 - c. "Hearing Officer" means an individual appointed by the Retirement Board to hear and decide a contested case.

C. Request for Hearing and Appearance

1. Any member aggrieved by an administrative action other than a Disability decision, may request a hearing of such grievance. Upon such request, the matter will be deemed a contested case. The procedure for Disability decisions and appeals therefrom shall be governed by the procedures set forth in Section 1.9, Rules Pertaining to the Application to Receive an Ordinary or Accidental Disability Pension.
2. Such request shall be in writing and shall be sent to the Retirement Board within sixty (60) days of the date of a letter from the Executive Director or Assistant Executive Director constituting a formal administrative denial.
3. A request for hearing shall be signed by the member and shall contain the following information:
 - a. Name of member;
 - b. Date and nature of decision being contested;

- c. A clear statement of the objection to the decision which must include the reasons the member feels he or she is entitled to relief; and
 - d. A concise statement of the relief sought.
 4. Requests for hearing should be sent to the Retirement Board at 50 Service Avenue, 2nd Floor, Warwick, RI 02886-1021.
 5. Failure to strictly comply with the procedures outlined in this Section shall be grounds to deny any request for a hearing.
- D. **Contested Cases – Notice of Hearing**
 1. Upon receipt of a request for hearing in matters other than Disability decisions and appeals therefrom, the Retirement Board or its designee shall appoint a Hearing Officer. The appointed Hearing Officer shall hear the matter, find facts and offer conclusions of law to the Retirement Board. The decision of a Hearing Officer shall be subject to approval by the full Retirement Board. The Retirement System's action shall not be deemed final until such time as the Hearing Officer's recommendation has been voted upon by the Retirement Board.
 2. Within forty-five (45) days after receipt by the Retirement Board of a request for hearing, the Retirement Board shall give notice that the matter has been assigned to a Hearing Officer for consideration.
 3. In any contested case, all parties shall be afforded an opportunity to be heard after reasonable notice.
 4. The notice described in subsection (2), above, shall include:
 - a. A statement of the time, place, and nature of the hearing;
 - b. A statement of the legal authority and jurisdiction under which the hearing is to be held;
 - c. A reference to the particular sections of the statutes and rules involved;
 - d. The name, official title and mailing address of the Hearing Officer, if any;
 - e. A statement of the issues involved and, to the extent known, of the matters asserted by the parties; and
 - f. A statement that a party who fails to attend or participate in the hearing may be held to be in default and have his or her appeal dismissed.

5. The notice may include any other matters the Hearing Officer or the Retirement Board considers desirable to expedite the proceedings.

E. Contested Cases – Hearings in General

1. All parties shall be afforded an opportunity to respond and present evidence and argument on all issues involved.
2. Members must appear at hearings either personally, or by appearance of legal counsel. Members may represent themselves or be represented by legal counsel at their own expense. Consistent with RIGL §11-27-2 entitled, "Practice of law", any person accompanying the member who is not a lawyer (certified member of the bar of the State of Rhode Island) cannot represent the member in the hearing.
3. Continuances and postponements may be granted by the Hearing Officer or the Retirement Board at their discretion.
4. Disposition may be made of any contested case by stipulation, agreed settlement, consent order or default.
5. Should the Hearing Officer or Retirement Board determine that written memoranda are required, the member will be notified by the Hearing Officer or the Retirement Board of the need to file a written document which discusses the issues of the case. Memoranda of law may always be offered in support of arguments offered by the member or the representative of the retirement systems.
6. The Executive Director may, when he or she deems appropriate, retain independent legal counsel to prosecute any contested case.
7. A recording of each hearing shall be made. Any party may request a transcript or copy of the tape at their own expense.

F. Contested Cases - Conduct of Hearings before Hearing Officers

1. Hearings shall be conducted by the Hearing Officer who shall have authority to examine witnesses, to rule on motions, and to rule upon the admissibility of evidence.
2. The Hearing shall be convened by the Hearing Officer. Appearances shall be noted and any motions or preliminary matters shall be taken up. Each party shall have the opportunity to present its case generally on an issue by issue basis, by calling and examining witnesses and introducing written evidence.
3. The Member shall first present his or her case followed by presentation of the Retirement System's case.

4. The Hearing Officer shall have the authority to continue or recess any hearing and to keep the record open for the submission of additional evidence.
 5. If for any reason a Hearing Officer cannot continue on a case, another Hearing Officer will be appointed who will become familiar with the record and perform any function remaining to be performed without the necessity of repeating any previous proceedings in the case.
 6. Each party shall have the opportunity to examine witnesses and cross-examine opposing witnesses on any matter relevant to the issues in the case.
 7. Any objections to testimony or evidence and the basis for the objection shall be made at the time the testimony or evidence is offered.
 8. The Hearing Officer may question any party or any witness for the purpose of clarifying their understanding or to clarify the record.
 9. The scope of hearing shall be limited to those matters specifically outlined in the request for hearing.
 10. Written evidence will be marked for identification. If the original is not readily available, written evidence may be received in the form of copies or excerpts. Upon request, parties shall be given an opportunity to compare the copy with the original.
 11. Findings of fact shall be based solely on the evidence and matters officially noticed.
 12. If a member fails to attend or participate in the hearing as requested, the Hearing Officer may default such member and dismiss his or her appeal with prejudice.
- G. Contested Cases – Record of Proceedings before Hearing Officers
1. The record in a contested case shall include:
 - a. All pleadings, motions, intermediate rulings;
 - b. Evidence received or considered;
 - c. A statement of matters officially noticed;
 - d. Questions and offers of proof and rulings thereon;
 - e. Proposed findings and exceptions;

- f. Any decision, opinion, or report by the Hearing Officer at the hearing; and
 - g. All staff memoranda or data submitted to the Hearing Officer in connection with their consideration of the case.
- H. **Ex Parte Communications (Communications by one party)**
 1. There shall be no communications between the Hearing Officer and either a member, the Retirement System or the Retirement Board, or any of their representatives regarding any issue of fact or law in a case, without notice and opportunity for all parties to participate. There shall be no written communications by any party that are not transmitted at the same time to all parties.
- I. **Rules of Evidence in Contested Cases:**
 1. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. The rules of evidence as applied in civil cases in the superior courts of this state shall be followed. Evidence not usually admitted under the rules of evidence for civil cases may be admitted where it is shown that such evidence is necessary to ascertain facts not capable of being proved otherwise. The Hearing Officer and the Retirement Board shall give effect to the rules of privilege (such as attorney/client privilege) recognized by law. Objections to evidence may be made and shall be noted in the record. Any part of the evidence may be received in written form when a hearing needs to be expedited and the interests of the parties will not be hurt substantially.
- J. **Final Decision and Member Right of Appeal**
 1. Within twenty-five (25) days after receipt of the Hearing Officer's recommendation, a copy thereof shall be served upon all parties to the proceeding and each party shall be notified of the time and place when the matter shall be considered by the Retirement Board. Each party to the proceeding shall be given the right to make exceptions, to file briefs and to make oral arguments before the Retirement Board. No additional evidence will be considered by the Retirement Board once the Hearing Officer has issued a recommendation. A party wishing to file a brief or make exceptions to the recommendation of the Hearing Officer shall be required to submit the same to the Executive Director not later than ten (10) days prior to the date when the Retirement Board is scheduled to hear and act upon the recommendation of the Hearing Officer. The aggrieved party and his or her representative shall have the right to appear before the Retirement Board and make oral argument at the time of such hearing. No new testimony will be taken, or evidence considered at this time. Consistent with RIGL §11-27-2 entitled, "Practice of law" any person accompanying the member who is not a lawyer (certified member of the bar of the State of Rhode Island), cannot represent the member before the Retirement Board. After consideration of

the decision of the Hearing Officer and such other argument as shall be presented by any party to the proceeding, the Retirement Board shall vote on the recommendation of the Hearing Officer.

2. In the event of a tie vote of a quorum present and voting on a contested matter, the matter will automatically be placed on the agenda of the next Retirement Board meeting.

In the event of a tie vote of a quorum present and voting on a contested matter rescheduled from a prior meeting, the Retirement Board may vote to postpone and re-consider the matter at a subsequent hearing, when a larger number of voting members may be present. If no such vote to postpone and re-consider is taken, or if a vote to postpone and re-consider the matter at a later date fails, the underlying action appealed from will be deemed affirmed

K. Requests for Rehearing

1. A request for rehearing which is submitted prior to the issuance of the Hearing Officer's recommendation should be made in writing. The request must detail the substance of any additional evidence to be offered, and the reason for the failure of the party to offer it at the prior proceedings.
2. A rehearing will be denied if the evidence does not bear on any issue in contest in the original proceedings, will not likely affect the final recommendation, or if the request appears to be merely for purposes of delaying a final decision. A second request for rehearing after the granting or denial of a prior request for rehearing will not be permitted.

1.5 Rules of Elections to Employees Retirement Board

1.5.1 Regular Elections

A. Date of Election.

1. Regular elections will be held in the January preceding the expiration of the elected members' term of office.

B. Notice of Election.

1. A notice of intent to hold elections to seat members of the state employees, teacher, municipal employee and retiree groups shall be sent by regular mail to each member of the system by September 15th of the year preceding the election. Additional notices will be made available for posting in various state and municipal agencies, schools, and related public offices. Each such mailing shall be made to the last known address of the member, as provided by the member's employer or the member's data file at the retirement system.

C. Eligibility to Vote and Candidacy.

TO MR. KARPINSKI:

3/27/2018

AS A RESULT OF THE RECENT
DECISION (JAN. 26, '18) BY THE HEARING
OFFICER (RAYMOND A MARCACCIO)
CONCERNING TEACHER SURVIVOR BENEFITS,
I AM REQUESTING TO BE HEARD AND
APPEAR BEFORE THE 15 MEMBER
RETIREMENT BOARD. IT IS MY
UNDERSTANDING THAT THIS REQUEST BE
SUBMITTED TO YOU IN ORDER FOR
A TIME AND DATE BE SCHEDULED.
I WOULD APPRECIATE IT IF YOU
COULD EXPEDITE THIS MATTER.

Thank you,
Budy Palumbo

PLEASE SEND ALL CORRESPONDENCE TO

C/O Rudolph Palumbo

[REDACTED]
Johnston, R.I. 02919

JOHNSON R.E 02919

PROVIDENCE RI 029

27 MAR 2019 PM 4 L



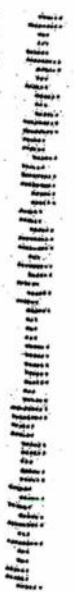
EMPLOYEES' RETIREMENT SYSTEM
OF RHODE ISLAND

50 SERVICE AVENUE, 2ND FLOOR
WARWICK, RHODE ISLAND
02886-1021

ERSRI
2018 MAR 29 A 10:59

ATTN MR. FRANK HARRINSKI

02886-102150



EMPLOYEES’ RETIREMENT SYSTEM OF RHODE ISLAND

RUDOLPH J. PALUMBO and :
JUDITH A. PALUMBO, :
Petitioners :
: :
: :
VS. :
: :
EMPLOYEES’ RETIREMENT SYSTEM: :
OF RHODE ISLAND, :
Respondent :

DECISION

Introduction

This petition was filed by Rudolph J. Palumbo (“Mr. Palumbo”) and Judith A. Palumbo (“Ms. Palumbo,” or collectively “Petitioners”) challenging the November 6, 2016 administrative decision by the Employees’ Retirement System of Rhode Island (hereinafter “Retirement System” or “Respondent”). The petition was filed pursuant to R.I. Gen. Laws § 36-8-3 and Regulation 1.4 of the Employees’ Retirement System of Rhode Island and Municipal Employees’ Retirement System Regulations, which codifies the Rules of Practice and Procedure for Hearings in Contested Cases. An evidentiary hearing was held on September 20, 2017. The Retirement System and the Petitioners submitted post-hearing memoranda on December 15, 2017, and January 2, 2018, respectively. The matter is now ready for decision.

Joint Exhibits

1. Mr. Palumbo’s Option Selection Form dated June 6, 1997.
2. Survivor’s Benefit Form dated June 6, 1997.
3. Hearing Officer Assignment Form dated December 29th, 2016
4. Letter from Attorney Iafrate to Attorney Gayle Mambro-Martin dated August 2nd, 2016, with attachments.

5. Administrative Denial of Mr. Palumbo's claim dated November 2, 2016
6. "Teacher Survivors' Benefit Plan -- A Guide to Understanding and Collecting Your Benefits." – this version of the document includes a picture.
7. "Teacher Survivors' Benefit Plan - A Guide to Understanding and Collecting Your Benefits." – this version of the document does not include a picture.

Petitioner's Exhibits

1. Qualified Domestic Relations Order dated March 14, 2011
2. Home Expenses of Ms. Palumbo Compiled by Ms. Palumbo
3. Handwritten Household Expenses of Ms. Palumbo

Factual and Procedural History

Mr. Palumbo was a social studies teacher in Johnston for 28 years, retiring in June of 1997. Transcript of September 20, 2017 Hearing (“Tr.”), p. 25-26. Johnston Public Schools are exempt from Social Security, though Mr. Palumbo has had some amount of social security income after his retirement. Tr. at 26. During his time as a teacher, Mr. Palumbo contributed to the Teacher Survivor Benefit (“TSB”) fund, eligibility for which is governed by R.I. Gen. Laws § 16-16-26. Tr. at 26-27. Mr. Palumbo was married to Ms. Palumbo at the time of his retirement, and elected as his retirement benefit an SRA Plus plan, which does not include any benefits to any beneficiaries after his death. Joint Exh. 1. He also elected to retain coverage in the separate TSB, rather than have his contributions refunded, with interest. Joint Exh. 2. The Petitioners were divorced approximately in 2010. Tr. at 27. As part of their divorce, the Petitioners entered into a Qualified Domestic Relations Order (“QDRO”) which included a division of Mr. Palumbo’s SRA Plus retirement benefits, but did not classify any of this income as “alimony,” or as an order for support. Pet. Exh. 1. Mr. Palumbo testified at the hearing held on September 20, 2017. Tr. at 25.

In or about 2015, the Petitioners contacted the Retirement System in order to determine whether Ms. Palumbo would still be able to receive benefits pursuant to the TSB. Petitioners' Pre-Hearing Brief, at 2. The Petitioners were informed that Ms. Palumbo would not be eligible to receive benefits under the TSB, as she was not married to Mr. Palumbo, and was not – to the Retirement System's understanding – receiving court-ordered spousal support by virtue of her treatment under the QDRO. *Id.* On August 2, 2016 the Petitioners, through present counsel, wrote to the Retirement System and requested reconsideration, or in the alternative a hearing, of the determination that Ms. Palumbo's income under the QDRO did not constitute court-ordered spousal support. Joint Exh. 4. On November 2, 2016, Mr. Frank Karpinski, Executive Director of the Retirement System, responded by reiterating the denial of the Petitioners' position, explaining the Retirement System's position as follows:

1. R.I. Gen. Laws § 16-16-26 governs payout of benefits only to spouses or domestic partners of members, and as Ms. Palumbo is neither to Mr. Palumbo she cannot be entitled to payments under that statute as it does not contemplate benefits to former spouses, and;
2. Even assuming that Ms. Palumbo counts as a spouse or domestic partner under the law, Ms. Palumbo would have to show that Mr. Palumbo had been ordered to provide support to Ms. Palumbo by a court, which she could not do. Though Ms. Palumbo received a portion of Mr. Palumbo's pension as a result of the QDRO, such a QDRO is considered to be a split of spousal property rather than court-ordered spousal support or alimony, and thus cannot qualify as an order by a court to Mr. Palumbo to contribute to Ms. Palumbo's support as envisioned under § 16-16-26(c).

Joint Exh. 5, p. 2. Mr. Karpinski's response ended by stating that

This response constitutes official notification of an administrative denial. Pursuant to Regulation No. 4, Rules of Practice and Procedure for Hearings of the Employees' Retirement System of Rhode Island, Section 3.00, any member aggrieved by an administrative action may request a hearing before the Retirement Board. Upon such request, the matter will be deemed a contested case.

Joint Exh. 5, p. 3. This petition followed.

Discussion

The Petitioners and the Retirement System are ultimately disputing the interpretation of R.I. Gen. Laws § 16-16-25, which governs the TSB program. That provision reads as follows:

- (a) Spouse's and domestic partner's benefits **are payable following the decease of a member** as provided in §§ 16-16-25 – 16-16-38.
- (b) The spouse or domestic partner shall be entitled to benefits upon attaining the age of sixty (60) years.
- (c) The spouse or domestic partner was **living with the deceased member at the time of the member's death**. A spouse or domestic partner is deemed to have been living with the deceased member if they were both members of the same household on the date of the deceased member's death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support.
- (d) Remarriage of the spouse or domestic partner or establishment of a domestic partnership shall render him or her ineligible to receive current or future benefits under this section.

R.I. Gen. Laws § 16-16-26 (emphasis added). The primary disagreement lies in the interpretation of § 16-16-26(c), which states as an eligibility requirement that “the spouse or domestic partner was living with the deceased at the time of the member’s death.” *Id.* The statute then goes on to establish that, besides actually belonging to the same household, a spouse or domestic partner may satisfy this requirement if “the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support.” *Id.*

The Petitioners' position is that R.I. Gen. Laws § 16-16-26 establishes two basic premises: 1) that a *former* spouse can continue to be eligible for TSB, and 2) that Petitioners can show "regular contributions from the deceased member for support" at this time sufficient to be deemed to be living with Mr. Palumbo in accordance with R.I. Gen. Laws § 16-16-26(c). Regarding the first premise, the Petitioners note that § 16-16-26(c) deems spouses as living together if the deceased member had been ordered by a court to contribute to the surviving spouse's domestic support, which would most commonly occur upon a divorce. As for the second premise, the Petitioners argue that Mr. Karpinski ignored the possibility that the Petitioners could establish informal payments sufficient to constitute "regular contributions from the deceased member toward support." The Petitioners presented evidence at the hearing of certain regular voluntary payments by Mr. Palumbo to Ms. Palumbo. As a result, they argue, the Retirement System is incorrectly denying Ms. Palumbo eligibility for TSB.

By contrast, the Retirement System argues that "spouse or domestic partner" does not include former spouses, because other provisions under § 16-16-1 *et seq.* make explicit reference to former spouses, and at any rate the Retirement System is entitled to deference in its interpretation of the statutes it is entrusted to administer, among which lies § 16-16-26. Additionally, the Retirement System disputes the character of the payments made by Mr. Palumbo to Ms. Palumbo as sufficient to constitute "regular contributions from the deceased member toward support." Therefore, the two questions presented by the parties in this case could be fairly characterized as:

1. Can a former spouse be a spouse or domestic partner for purposes of continued eligibility for TSB under R.I. Gen. Laws § 16-16-26, and;

2. Assuming that the answer to the previous question is “yes,” do the contributions in evidence by Mr. Palumbo to Ms. Palumbo count as “regular contributions from the deceased member toward support on that date”?

However, these questions miss the prior question of ripeness. It is evident that the qualifying event for payment of the TSB is the death of the member of the Retirement System, and every test of eligibility is ultimately measured “at the time of the member's death.” R.I. Gen. Laws § 16-16-26(a), (c). Because the qualifying event has not yet occurred, this matter is not ripe for determination by a hearing officer under the Rules of Practice and Procedure for Hearings in Contested Cases.

Ripeness is a doctrine developed by a desire to prevent courts from being forced to “render advisory opinions or function in the abstract.” *Palazzolo v. State ex rel. Tavares*, 746 A.2d 707, 713 (R.I. 2000) (quoting *R.I. Ophthalmological Soc’y v. Cannon*, 317 A.2d 124, 130-31 (R.I. 1974)). The Rhode Island Supreme Court has identified two requirements for a dispute to be ripe under the Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*: exhaustion of administrative remedies and a “concretely” felt grievance caused by a final order. *Barrington Sch. Comm. v. R.I. State Labor Relations Bd.*, 608 A.2d 1126, 1131-32 (R.I. 1992). Specifically, the Supreme Court stated that “the APA's ripeness test is that any adverse effects flowing from the agency's determination must have been felt concretely by the party seeking judicial review.” *Id.* at 1132. Though the Supreme Court addressed itself to the requirements for judicial review by the Superior Court, the basic principles in question apply to this hearing as well: my role as a hearing officer is limited to “contested cases,” where an individual is “aggrieved by an administrative action.” 120 RICR-10-00-1.4(B)(1)(a). Thus, like the Superior

Court, it is not within my remit as a hearing officer to “render advisory opinions or function in the abstract.” *Palazzolo*, 746 A.2d at 713.

Since Mr. Palumbo is alive, the circumstances between the Petitioners can change, and there has been no injury in fact as neither of the Petitioners has actually been denied a benefit they are allegedly entitled to *at this time*. Therefore neither Mr. Palumbo nor Ms. Palumbo is an aggrieved party as required by Regulation 1.4. *Palazzolo*, 746 A.2d at 713; *Barrington Sch. Comm.*, 608 A.2d at 1131. Moreover, the record makes it clear on multiple occasions that the Petitioners are fully aware that they are *preemptively* seeking to determine Ms. Palumbo’s eligibility for the TSB. *See e.g.* Joint Exh. 4 p. 2 (email from the Petitioners’ prior counsel regarding their ongoing interest in “pre-qualifying” Ms. Palumbo); Tr. p. 16 (Petitioner’s counsel explaining that, even if I granted the Petitioners all the relief they seek, Ms. Palumbo would still have to enforce this decision years later upon his death). While it is true that Mr. Karpinski of the Retirement System identified his determination as a final decision and made reference to Regulation 4 (now Regulation 1.4) and to the possibility to appeal his order by means of this hearing, Mr. Karpinski’s “order” has not caused either of the Petitioners an “adverse effect” which they “felt concretely” as to amount to a grievance under the meaning of Regulation 1.4.

The Petitioners assert that any concern with ripeness is misplaced, and that such concerns are instead about the “future possibility of mootness.” In other words, their argument is that though a resolution to the instant question may not be the final resolution to the question of whether Ms. Palumbo is entitled to survivorship benefits – because the Petitioners could re-marry, or move in together, or take any number of other actions to conform their lives to counter a negative outcome on the merits today – the question of whether under their current arrangement Ms. Palumbo is entitled to benefits *is* a question capable of resolution today. In

support of this proposition, Petitioners advance the case of *Bunn Enterprises, Inc. v. Ohio Operating Engineers Fringe Benefit Programs*. *Bunn Enters.*, No. 2:13-CV-357, 2013 WL 3147956, at *1, *9-10 (S.D. Ohio June 19, 2013) (finding that a benefits dispute under ERISA could be ripe as to employees not yet actually denied benefits).

In *Bunn Enterprises*, the District Court for the Southern District of Ohio relied on two rationales to find that a dispute over the attribution of contributions to an ERISA-qualifying plan which resulted in notices advising certain employees that their benefits would be withdrawn by a date certain – which date had not yet passed – was nevertheless ripe. Neither of these rationales is applicable in this case. The first rationale is derived from ERISA itself, which authorizes courts to decide disputes brought by plan participants “to enforce [their] rights under the terms of the plan, or to clarify [their] rights to *future benefits* under the terms of the plan,” as well as to “enjoin any act or practice which violates any provision of [ERISA] or the terms of the plan.” See 29 U.S.C. §§ 1132(a)(1)(B), 1132(a)(3) (emphasis added); *Bunn Enters.*, 2013 WL 3147956 at *10. This is a much broader grant of power than the power granted to me as a hearing officer under Regulation 1.4, to decide “contested cases,” which are characterized by the member being “aggrieved by an administrative action.” Regulation 1.4(B), (C). The second rationale is that the denial of further benefits by a date certain is an injury which *can* be concretely felt. 2013 WL 3147956 at *10. By contrast, in this case the Retirement System’s determination can only become final upon Mr. Palumbo’s passing. For those reasons, *Bunn Enterprises* cannot serve to render this case ripe.

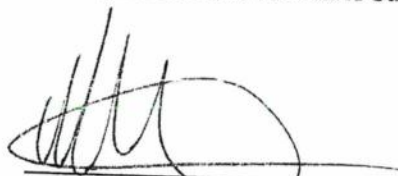
Finally, Petitioners concede that, even if I found that Ms. Palumbo qualifies as a “spouse or domestic partner” under the terms of R.I. Gen. Laws § 16-16-26, and that the contributions she receives from her husband qualify as “regular contributions from the [not yet] deceased

member towards support,” any decision I render would necessarily be “declaratory in terms of how we interpret the statute.” Tr. 15. As a hearing officer I have no jurisdiction to issue declaratory relief of any sort. R.I. Gen. Laws § 9-30-1. The Rhode Island enactment of the Uniform Declaratory Judgment Act specifically limits jurisdiction over declaratory actions to the Superior Court and the Family Court. *Id.* No other statute or regulation has properly conferred me with similar jurisdiction. As discussed previously, regardless of whether or not this matter would be appropriate for a declaratory action, I am limited to hearing matters where there is a concrete injury which is concretely felt by the party seeking review. Thus, I cannot render a declaration as to the appropriate interpretation of R.I. Gen. Laws § 16-16-26. Insofar as that is what I am asked to do, I must decline to do so.

Because I conclude that this matter is not currently ripe for determination within the scope of my powers, and that the relief sought is otherwise outside of the scope of my powers as a hearing officer, I do not reach the merits of this case.

Conclusion

I can only render a decision on a matter if that matter is ripe. At a minimum, that means that the petitioning party has exhausted their administrative remedies and has suffered an actual injury which they have concretely felt. Nothing in the record suggests that the kind of required injury has taken place in this case at this time, and without deciding whether or not this particular case is appropriate for declaratory relief, I lack the jurisdiction to render such relief.



Raymond A. Marcaccio, Hearing Officer

Dated: January 26, 2018

**STATE OF RHODE ISLAND
EMPLOYEES' RETIREMENT SYSTEM OF RHODE ISLAND**

In Re:

**RUDOLPH J. PALUMBO AND JUDITH A.
PALUMBO (TEACHERS' SURVIVOR
BENEFITS PLAN ELIGIBILITY).**

PETITIONERS' POST -HEARING MEMORANDUM

I. BRIEF FACTS AND TRAVEL.

The Petitioners, Rudolph J. Palumbo and his ex-wife, Judith A. Palumbo, are before the Employees' Retirement System of Rhode Island ("ERSRI") concerning Teachers' Survivors Benefits Plan ("TSB") eligibility pursuant to G.L. 1956 § 16-16-26. Mr. Palumbo is a member of the Teachers' Retirement System administered by ERSRI, G.L. 1956 § 16-16-1 *et seq.*, having retired in June 1997. Hearing Transcript p. 26 ("Tr."). Prior to his retirement, Mr. Palumbo also contributed to the TSB which is a fund separate and apart from the Teachers' pension plan. Tr. 26-27. The TSB "was created in response to teacher requests for a plan to leave benefits to their survivors. Teachers in participating school districts contribute to a fund, in lieu of Social Security, to provide benefits for their survivors in the event of their death." Joint Exhibit 6. Essentially, teacher members contribute to the TSB in exchange for a monthly benefit payable to a survivor upon his or her death. JX6, 7, § 16-16-25. The Palumbos were married more than forty years. Tr. 27. They have no children. Tr. 27. Mrs. Palumbo did not contribute to social security and was primarily a housewife. Tr. 46. Upon their divorce, a portion of Mr. Palumbo's pension was awarded to Mrs. Palumbo. Petitioner's Ex. 1. From the date of their divorce to the present, Mr. Palumbo has been the only source of financial support to

Mrs. Palumbo. See Section III, infra. All Mrs. Palumbo’s household and living expenses are paid entirely by the pension and any expenses not covered by the pension are paid for by Mr. Palumbo. Id.

In 2015, the Palumbos contacted ERSRI concerning Mrs. Palumbo’s eligibility for the TSB benefit upon Mr. Palumbo’s death. JX3. In response to their inquiry, Gayle Mambro-Martin, Esq. (“Mambro-Martin”), decided that the System would not consider Mrs. Palumbo eligible as follows:

“Given that RIGL § 16-16-26 requires the spouse or domestic partner either be receiving regular contributions from the deceased member toward support on the date of death of the member or the deceased member to have been ordered by a court to contribute to the spouse’s or domestic partner’s support at the date of death of the member, the proposed language would not result in TSB benefits being paid to Mrs. Palumbo at the time of Mr. Palumbo’s death.

The pension benefits the alternate payee is receiving is characterized as a division of marital property (RIGL 15-5-16.1 entitled Assignment of property) rather than spousal support or court ordered support. Further, a Marital property settlement agreement dividing a party’s pension benefit is typically considered a contract between the parties rather than a court order.”¹ JX3.

On August 2, 2016, successor counsel wrote to ERSRI inquiring again about TSB benefits on behalf of the Palumbos, requesting the System re-consider its decision considering the term “support” under § 16-16-25 is of broader import than court-ordered “alimony.”² JX4. On November 2, 2016, Executive Director Frank Karpinski (“Karpinski”) confirmed Mambro-Martin’s earlier determination. JX5. Karpinski’s basis for denial was two-fold. First, Karpinski found that Mrs. Palumbo was not entitled to TSB benefits because she was no longer married to Mr. Palumbo. In addition, he found even if she were considered a spouse for purposes of § 16-16-26,

“she must establish that she and Rudolph had been living together at the time of his death by showing (1) that they were both members of the same

¹ Significantly, Mambro-Martin did not disqualify Mrs. Palumbo based on the divorce and did not render any opinion on whether Mrs. Palumbo was receiving regular contributions toward her support from Mr. Palumbo on a voluntary basis.

² The terms “alimony” or “spousal support” do not appear in § 16-16-26.

household upon his death or (2) that he had been ordered to contribute to Judith's support.³ It is our understanding that neither Judith and Rudolph currently live together nor has Rudolph Palumbo been ordered by a court to contribute to Judith's support, and alimony has been waived by both parties. Since Judith is unable to establish that they had been living together as required by law she is not entitled to teachers' survivors benefits upon the death of Rudolph Palumbo." JX5 (emphasis added).

In response to Karpinski's decision, the Palumbo's requested an administrative hearing which was held on September 20. At the hearing, counsel for ERSRI raised a preliminary issue concerning ripeness. In terms of the evidence, it was undisputed that the Palumbo's are divorced, but that Mr. Palumbo continues to provide regular financial contributions to Mrs. Palumbo's household and that neither are re-married.

As the following demonstrates, not only is the issue before the hearing officer ripe for decision, but that the System's interpretation of § 16-16-26 as it relates to the Palumbos is incorrect.

II. APPLICABLE LAW.

"§ 16-16-26 Spouse's or domestic partner's benefits.

(a) Spouse's and domestic partner's benefits are payable following the decease of a member as provided in §§ 16-16-25 through 16-16-38.

(b) The spouse or domestic partner shall be entitled to benefits upon attaining the age of sixty (60) years.

(c) The spouse or domestic partner was living with the deceased member at the time of the member's death. A spouse or domestic partner is deemed to have been living with the deceased member if they were both members of the same household on the date of the deceased member's death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support.

(d) Remarriage of the spouse or domestic partner or establishment of a domestic partnership shall render him or her ineligible to receive current or future benefits under this section.

³ Karpinski completely ignored the section of the statute that permits TSB benefits in situations in which the survivor was receiving regular contributions toward support absent any court order.

(e) The spouse or domestic partner of a member, as defined in this section, shall be entitled to monthly benefits payable in accordance with the following table:

Highest or Annual Salary	Spouse's Domestic Partner's Monthly Minimum Benefit
\$17,000 or less	\$750
\$17,001 to \$25,000	875
\$25,001 to \$33,000	1,000
\$33,001 to \$40,000	1,125
\$40,001 and over	1,250

(f) A yearly cost-of-living adjustment for spouse's or domestic partner's benefits shall be based on the annual social security adjustment." (emphasis added).

III. ARGUMENT.

A. Mrs. Palumbo is "living with" Mr. Palumbo as contemplated by § 16-16-26.

To be eligible for TSB, a spouse or domestic partner must be "living with the deceased member at the time of the member's death." § 16-16-26(c). Pursuant to the statute there are three separate and independent ways a spousal beneficiary may be deemed to be living with the member upon his or her death (and therefore, entitled to TSB benefits):

"(c) The spouse or domestic partner was living with the deceased member at the time of the member's death. A spouse or domestic partner is **deemed to have been living with the deceased member** if they were both members of the same household on the date of the deceased member's death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support."

In this case, the Palumbos are not presently members of the same household. Thus, Mrs. Palumbo must demonstrate that either she is receiving regular contributions from Mr. Palumbo toward support or that Mr. Palumbo was ordered by a court to contribute to her support.

“As we have often noted, ‘it is well settled that when the language of a statute is clear and unambiguous, this Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings.’ Accent Store Design, Inc. v. Marathon House, Inc., 674 A.2d 1223, 1226 (R.I. 1996); see also Keystone Elevator Co., 850 A.2d at 918; Driscoll v. Karroo Land Co., 600 A.2d 722, 724 (R.I. 1991). It is similarly well established that ‘when we examine an unambiguous statute, “there is no room for statutory construction and we must apply the statute as written.” * * *

The plain statutory language is the best indicator of legislative intent. Martone v. Johnston School Committee, 824 A.2d 426, 431 (R.I. 2003) (‘When interpreting a statute, our ultimate goal is to give effect to the General Assembly’s intent. * * * The best evidence of such intent can be found in the plain language used in the statute. Thus, a clear and unambiguous statute will be literally construed.’); see also Caminetti v. United States, 242 U.S. 470, 490, 61 L. Ed. 442, 37 S. Ct. 192 (1917) (‘The language being plain, and not leading to absurd or wholly impracticable consequences, it is the sole evidence of the ultimate legislative intent.’); Hathaway v. Hathaway, 52 R.I. 39, 40, 156 A. 800, 801 (1931) (‘It is an elementary proposition that courts only determine, by construction, the scope and intent of a law when the law itself is ambiguous or doubtful. If a law is plain, and within the legislative power, it declares itself, and nothing is left for interpretation.’) (quoting State v. Duggan, 15 R. I. 403, 409, 6 A. 787, 788 (1886)).” State v. Santos, 870 A.2d 1029, 1032 (R.I. 2005).

Here, by the plain language of the statute the second option – receiving regular contributions toward support – is something that may occur outside a court order, *i.e.*, on a voluntary basis (“or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date * * *”). The language makes no reference to any court order (in contrast with the next sentence) and thus, simply contemplates that the member is making voluntary regular contributions to the support of the non-member. In this case, the evidence was undisputed that Mr. Palumbo is in fact making voluntary regular

contributions to the support of Mrs. Palumbo. Petitioner's Ex. 2; Petitioner's Ex. 3. For example, the Palumbos established he makes the following regular contributions to Mrs. Palumbo's support:

- Mr. Palumbo performs the yard and home maintenance on Mrs. Palumbo's home. This includes landscaping, leave and snow removal, painting and financial responsibility for each of these items on an annual basis. Tr. 30-31.
- Mr. Palumbo is financially responsible for home maintenance related purchases such as a boiler and new door. Tr. 31.
- Mr. Palumbo pays the monthly cable bills for the cable television in Mrs. Palumbo's home. Tr. 32.
- Mr. Palumbo pays the annual AAA fee for Mrs. Palumbo's vehicle. Tr. 32.
- Mr. Palumbo pays for groceries for Mrs. Palumbo on a regular basis. Tr. 32.

If the second option (allowing benefits for a person receiving regular contributions) is construed to be the same as option three (a court order for support), then option two would be a nullity. Further, it makes sense to allow for benefits in both a voluntary and involuntary contribution scenario since the purpose of the TSB would be met in both instances. By the plain language of § 16-16-26, the benefit is payable to a survivor who was dependent in some degree upon the member – when the member dies the survivor loses the “support,” which can then be replaced by the TSB.

Accordingly, there can be no question that option two allows for benefits when a potential survivor shows he or she is receiving regular contributions from the member toward support. In this case, Mrs. Palumbo clearly qualifies.⁴ Mrs. Palumbo is dependent upon Mr. Palumbo financially. She has no income outside of the pension benefit and Mr. Palumbo's regular contributions toward her support. Significantly, the statute does not require that the survivor establish the amount of the contribution, instead, it contemplates only that the contributions are regular. See Merriam-Webster's Collegiate Dictionary (11th ed. 2009) (defining

⁴ Alternatively, as explained further *infra*, Mrs. Palumbo qualifies because the pension benefit itself constitutes a regular contribution under option two or a court-ordered form of support under option three.

regular as including “3a: orderly, methodical (habits) b: recurring, attending, functioning at fixed, uniform, or normal intervals (income) * * *). In this case, the contributions are regular.

B. Divorce does not disqualify a former spouse from receipt of TSB benefits.

By the time of the administrative hearing, it appeared that the System’s determination that Mrs. Palumbo would not be entitled to TSB benefits changed to be solely based on her status as an ex-spouse. Given the arrangement of the TSB statute, however, the benefits remain available to present and former spouses and the key to eligibility is whether the member and non-member satisfy subsection (c)’s “living with” requirement.

First, a plain reading of the statute provides that TSB benefits are paid if the member has been court-ordered to contribute to the “spouse’s” “support.” § 16-16-26(c). The only reasonable construction of that section is that the basis for the court-ordered spousal support is a divorce. See, e.g., § 15-5-16. Significantly, section 15-5-16 which provides for court-ordered alimony utilizes the term “spouse” even when clearly referring to a former or ex-spouse. Similarly, if benefits were not payable to former spouses, then there would be no need for § 16-16-26(d) which disqualifies ex-spouses or domestic partners in the event the member remarries – the disqualification applies to both “current” or “future” benefits. The member cannot re-marry without first being divorced. Finally, the entirety of the statute is focused on whether the member and potential beneficiary have a financially dependent relationship, regardless of physical living status or technical relationship status.

The System will point to § 16-16-1, Title 16’s definition section which includes a definition of “spouse.” That definition, however, is inconsistent with the use of the term “spouse” within § 16-16-26 as detailed above. Accordingly, this is a situation in which the entirety of the section needs to be harmonized and clearly reveals that divorce does not render former spouse ineligible – the purpose of the statute is

furthered simply by focusing on the plain eligibility requirements set forth therein and not a hyper-technical reading of the statute.

C. The issue before the hearing officer is ripe for decision.

The System argues the issue before the hearing officer is not ripe for decision. In particular, the System takes the position that no determination can be made concerning Mrs. Palumbo's eligibility for benefits until the death of Mr. Palumbo. This argument must be rejected because, among other things, it mischaracterizes the nature of the dispute and the relief sought by the Palumbos.

First, the dispute at issue is focused on the appropriate construction of § 16-16-26 as it applies to the present relationship of the Palumbos. It asks this hearing officer to determine if divorce disqualifies Mrs. Palumbo from being eligible for TSB under the statute and if not, if the present level of contribution to her support by Mr. Palumbo is sufficient to trigger eligibility for TSB. The Palumbos do not ask for a present "award" of TSB benefits, but clearly understand that an application will need to be made upon the death of Mr. Palumbo.

Ripeness is "1. [t]he state of a dispute that has reached, but has not passed, the point when the facts have developed sufficiently to permit an intelligent and useful decision to be made. 2. The requirement that this state must exist before a court will decide a controversy." Black's Law Dictionary 1442 (9th ed. 2009); see also Wilson & Wilson v. City Council of Redwood City, 191 Cal. App. 4th 1559, 1573-74 (Cal. App. 4th 2001). In the instant case, a dispute exists concerning the eligibility of Mrs. Palumbo for TSB benefits. Both Mambro-Martin and Karpinski issued written determinations⁵ that Mrs. Palumbo is not entitled to TSB benefits for two reasons – (1) because she is divorced from Mr. Palumbo; and/or (2) she is not receiving court-ordered spousal support from Mr. Palumbo. The Palumbos now request a review of that determination – is

⁵ Significantly, the System did not decline to issue a determination on the basis that it lacked the necessary facts or that it was purely a hypothetical dispute.

the System’s interpretation of the statute correct? The System argues the dispute is speculative – even if the hearing officer renders a decision, if the facts change before the death of Mr. Palumbo, the decision may no longer be applicable. Even accepting this argument, it has nothing to do with ripeness - - the System’s argument is focused instead on the **future possibility of mootness**.⁶ Contrary to the System’s position, it is not the present dispute that is speculative, it is the System’s concern over future events that is speculative.

Any decision issued by any hearing officer or court is based on the facts presented at the time the dispute is heard. If those facts change in the future, then any administrative or judicial decision may or may not continue to be applicable – but that does not render the dispute unripe. “Unripe cases are ‘[t]hose in which parties seek a judicial declaration on a question of law, though no actual dispute or controversy ever existed between them requiring the declaration for its determination.’” Wilson & Wilson, 191 Cal. App. 4th at 1573 (citing 3 Witkin, Cal. Procedure, supra, Actions, § 21, p. 85). Here, there is no question there is an actual dispute or controversy concerning eligibility for benefits, and thus, the dispute is ripe. See, e.g., Bunn Enters. v. Ohio Operating Engineers Fringe Benefit Programs, 2013 U.S. Dist. LEXIS 86211, at *28-29 (S.D. Ohio 2013) (finding employee dispute over eligibility for future health insurance benefits ripe).

IV. CONCLUSION.

Because in the present circumstance the survivor can demonstrate that she is receiving regular contributions from the member toward her support on a voluntary basis, she is not disqualified from TSB. Accordingly, the hearing officer should render an opinion concerning the appropriate construction of § 16-16-26(c) consistent with the Petitioners’ construction of the same.

⁶ “[A] case is moot if it raised a justiciable controversy at the time the complaint was filed, but events occurring after the filing have deprived the litigant of an ongoing stake in the controversy.” Hudson v. GEICO Ins. Agency, 161 A.3d 1150, 1154 (R.I. 2017) (quoting City of Cranston v. Rhode Island Laborers’ District Council, Local 1033, 960 A.2d 529, 533 (R.I. 2008) (“This case is not moot, as both plaintiff and defendant have a continuing stake in whether UM benefits should be afforded to plaintiff under the terms of the GEICO policy.”)).

Rudolph Palumbo and
Judith Palumbo,
By their Attorney,

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A Limited Liability Partnership

Monique LeCroy
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December 15, 2017

2017 DEC 18 PM 2:38

VIA FEDERAL EXPRESS

Raymond A. Marcaccio, Esq.
Employees' Retirement System of Rhode Island
50 Service Avenue, 2nd floor
Warwick, RI 02882

Re: Rudolph Palumbo and Judith Palumbo v. Employees' Retirement System of Rhode Island

Dear Hearing Officer Marcaccio:

Enclosed herewith please find a Post-Hearing Memorandum regarding the above referenced matter.

Please do not hesitate to contact me at the Rhode Island address listed below should you have any questions.

Very truly yours,

Monique LeCroy
Legal Assistant

Enclosure

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EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF RHODE ISLAND

**RUDOLPH PALUMBO
and JUDITH
PALUMBO**

v.

**Before Hearing Officer
Raymond A. Marcaccio, Esq.**

**EMPLOYEES'
RETIREMENT SYSTEM
OF THE STATE OF
RHODE ISLAND**

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ERSRI

**THE EMPLOYEES' RETIRMENT SYSTEM OF THE STATE OF
RHODE ISLAND'S POST-HEARING MEMORANDUM**

Introduction

Now comes the Employees' Retirement System of the State of Rhode Island (the "Retirement System" or "ERSRI"), and hereby submits this post-hearing memorandum of law in support of the November 2, 2016 administrative determination of the Executive Director, Frank J. Karpinski, that Judith Palumbo is not eligible for a Teacher's Survivor Benefit ("TSB") upon the death of her former spouse, Rudolph Palumbo pursuant to R.I.G.L. §§ 16-16-25 or 16-16-26.

Background

At the time of his retirement from the Town of Johnston School Department in June of 1997, Mr. Rudolph Palumbo had the opportunity to select from four types of pension payments. Mr. Palumbo elected the SRA Plus social security option with no joint and survivor benefit at the time of his retirement, which selection cannot now be changed. See

Joint Exhibits 1 and 2 to Transcript of the September 20, 2017 Hearing before hearing Officer Marcaccio.¹

Pursuant to § 16-16-26, a TSB payment is payable to a spouse or domestic partner upon the death of the member, provided they were living together at the time. Pursuant to § 16-16-26(c), a spouse or domestic partner is deemed to have been living with the deceased member as of the date of death if they were living in the same household, if he or she was receiving regular contributions from the deceased member toward support on the date of death, or if the deceased member had been ordered by a court to contribute to the support of the spouse or domestic partner. As Ms. Palumbo is neither Mr. Palumbo's spouse nor domestic partner, and as they are not presently living together as defined by statute, the facts in this matter do not fit within the scope of R.I.G.L. § 16-16-26(c). Moreover, the necessary factual predicates for an award of benefits under RIGL §16-16-26(c) must exist at the time of the member's death. As Mr. Palumbo is presently alive, there is no determination that presently can be made by this Hearing Officer with respect to Judith Palumbo's eligibility for benefits.

On November 2, 2016, Executive Director Frank J. Karpinski outlined these reasons in a letter. Tr. Joint Ex. 5. In response, counsel for the Palumbos wrote to ERSRI on December 9, 2016 requesting an administrative hearing. Tr. Joint Ex. 4. On December 29, 2016, ERSRI informed the Palumbo's counsel that a Hearing Officer had been assigned. Tr. Joint Ex. 3. Subsequently, a hearing was held on September 20, 2017. See, Tr. generally.

Standard of Review

ERSRI's interpretation of the statutes that it is entrusted with administering is

¹ Hereafter, references to exhibits to the Hearing Transcript will be in the form: Tr. Joint Ex. ____.

entitled to substantial deference, even if the agency's interpretation is not the only permissible interpretation that could be applied. *Lyman v. Employees ' Retirement Sys.*, 693 A.2d 1030, 1031 (R.I. 1997). The Rhode Island Supreme Court has consistently held that an administrative agency will be accorded great deference in interpreting a statute whose administration and enforcement have been entrusted to the agency. *Town of Richmond v. R.I. Dep't of Envtl. Mgmt.*, 941 A.2d 151, 157 (R.I. 2008).

Argument

1. **Judith Palumbo does not presently meet the statutory eligibility criteria for benefits under R.I.G.L. § 16-16-26.**

The Palumbos claim that Judith Palumbo should be entitled to receive TSB payments based upon R.I.G.L. § 16-16-26. Section 16-16-26 provides in pertinent part:

(a) Spouse's and domestic partner's benefits are payable following the decease of a member as provided in §§ 16-16-25 through 16-16-38.

(b) The spouse or domestic partner shall be entitled to benefits upon attaining the age of sixty (60) years.

(c) The spouse or domestic partner was living with the deceased member at the time of the member's death. A spouse or domestic partner is deemed to have been living with the deceased member if they were both members of the same household on the date of the deceased member's death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support.

(d) Remarriage of the spouse or domestic partner or establishment of a domestic partnership shall render him or her ineligible to receive current or future benefits under this section.

R.I.G.L. § 16-16-26 (emphasis added). R.I.G.L. § 16-16-1(a)(11) provides the following definition of the term "spouse":

(11) "Spouse" means the surviving person who was married to a deceased member, but only if the surviving person meets one of the following conditions:

- (i) Was married to the deceased member for not less than one year immediately prior to the date on which the member died;
- (ii) Is the mother or father of the deceased member's child(ren);
- (iii) Legally adopted the deceased member's child(ren) while married to the deceased member and while the child(ren) was under the age of eighteen (18) years; or
- (iv) Was married to the deceased member at the time both of them legally adopted a child(ren) under the age of eighteen (18) years.

While § 16-16-1(a) does not provide a definition of the term "domestic partner," it does provide that: "(c) Any term not specifically defined in this chapter and specifically defined in chapters 36-8 -- 36-10 shall have the same definition as set forth in chapters 36-8 -- 36-10." R.I.G.L. § 16-16-1(c). R.I.G.L. § 36-10-40, through the operation of § 16-16-1(c), does supply an applicable definition of "domestic partner:"

For purposes of this chapter, "**domestic partner**" shall be defined as a person who, prior to the decedent's death, was in an exclusive, intimate and committed relationship with the decedent, and who certifies by affidavit that their relationship met the following qualifications:

- (1) Both **partners** were at least eighteen (18) years of age and were mentally competent to contract;
- (2) Neither **partner** was married to anyone else;
- (3) **Partners** were not related by blood to a degree which would prohibit marriage in the state of Rhode Island;
- (4) **Partners** resided together and had resided together for at least one year at the time of death; and
- (5) **Partners** were financially interdependent as evidenced by at least two (2) of the following:
 - (i) Domestic partnership agreement or relationship contract;
 - (ii) Joint mortgage or joint ownership of primary residence;
 - (iii) Two (2) of: (A) joint ownership of motor vehicle; (B) joint

- checking account; (C) joint credit account; (D) joint lease; and/or
- (iv) The domestic partner had been designated as a beneficiary for the decedent's will, retirement contract or life insurance.

R.I.G.L. § 36-10-40.

At the outset, it should be pointed out that the benefits at issue in this matter under R.I.G.L. §16-16-26, are only “payable following the decease of a member.” R.I.G.L. §16-16-26(a). As Rudolph Palumbo is alive, no one, including Judith Palumbo, is presently eligible for benefits under this section. This Hearing Officer is being asked to pass upon a determination of Judith Palumbo’s future eligibility for benefits, based upon present circumstances that are inherently subject to change. Such a determination is beyond the scope of the Hearing Officer’s authority, and would be impossible to make in any event. However, even assuming for purposes of this analysis that the Hearing Officer has the authority to presently determine an individual’s entitlement to a future benefit based upon circumstances not presently existing (such as Mr. Palumbo’s death), Ms. Palumbo still does not presently meet the other necessary factual predicate eligibility criteria necessary to receive benefits under the statute.

R.I.G.L. §16-16-26 requires that in order to qualify for TSB benefits, an individual must be *both* a spouse or domestic partner of the deceased member as defined by statute, *and* he or she must be living with the deceased member at the time of his or her death, as defined by statute. Judith Palumbo is not Rudolph Palumbo’s spouse or domestic partner. They are divorced, and according to testimony have been since approximately 2010 (ERSRI has not been provided with a copy of the Final Judgment of Divorce). Tr. 27: 7-22.² As she is not a spouse or domestic

² The reference to “Tr. 27: 7-22” is to the Transcript of the September 20, 2017 hearing before Hearing Officer Marcaccio. Subsequent references to that Transcript will be in the same form.

partner of Mr. Palumbo, Ms. Palumbo is not entitled to benefits under R.I.G.L. §16-16-26, and the analysis need go no further.

Ms. Palumbo also fails to meet the second requirement for benefit eligibility, however. The second requirement for eligibility for benefits under R.I.G.L. §16-16-26(c), is that the spouse or domestic partner must have been living with the deceased member at the time of his or her death. The statute provides that “[a] spouse or domestic partner is deemed to have been living with the deceased member if they were both members of the same household on the date of the deceased member’s death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse’s or domestic partner’s support.” *Id.* As stated above, any evidence related to whether or not the Palumbos are deemed to be living together under this statutory language is irrelevant, as Ms. Palumbo is not a spouse or domestic partner of Mr. Palumbo. Nevertheless, there has been no evidence presented that Mr. and Ms. Palumbo live together within the meaning of the statute. There was no testimony presented at the hearing that the Palumbos are members of the same household. *See*, Transcript generally. The payments Ms. Palumbo receives pursuant to the QDRO are not support payments, but rather a division of marital property. *Bober v. Bober*, 92 A.3d 152, 165 (R.I. 2014) (“Pension benefits are not in the nature of support: rather, they are marital property....”). There has been no evidence presented of any court-ordered support. The types of contributions made by Mr. Palumbo to his former spouse as testified to at the hearing (general yard maintenance, sporadic purchases for the upkeep of Ms. Palumbo’s house, etc.) are not the type of “regular contributions” that are contemplated as justifying the payment of TSB benefits to a “spouse” or “domestic partner.” Both Mr. and Ms. Palumbo testified at hearing they were lawfully divorced and continue to remain so.

Tr., p. 37: 10-14; p. 48:18-22. As the Palumbos acknowledge that they are neither spouses nor domestic partners, the conditions under which spouses or domestic partners would be “deemed” to be living together, and the types of “support” payments Mr. Palumbo testified to, are completely irrelevant to this matter.

The Retirement System’s position is further buttressed by a contrast of R.I.G.L. §16-16-26 and §16-16-27. Whereas §16-16-26 provides certain allowances for spouses and domestic partners of a deceased member, §16-16-27 provides certain “family benefits” in the event of a member’s death, to a “former spouse or to a former domestic partner divorced of a deceased member”, if certain eligibility criteria are met, including that the individual is not otherwise entitled to “a spouse’s or domestic partner’s benefit as provided in §§16-16-25 through 16-16-38.” *See* R.I.G.L. §16-16-27(c)(3). The term “former spouse divorced” is itself defined in R.I.G.L. §16-16-1, as a person divorced from a deceased member with natural or adopted children under certain circumstances not applicable here. The statutory distinction between benefits available to a “spouse” in R.I.G.L. §16-16-26, in contrast to benefits available to a “former spouse divorced” in §16-16-27, further highlights the fact that as she is divorced from Mr. Palumbo, Ms. Palumbo does not meet the threshold eligibility criteria for TSB benefits under §16-16-26.

To the extent that Ms. Palumbo argues that §16-16-26(d) contemplates a divorce situation, the Retirement System respectfully disagrees. R.I.G.L. §16-16-26(d) contemplates a post-death scenario, whereby after a member has died, the re-marriage of his or her former spouse or domestic partner shall render that former spouse or domestic partner ineligible for continued receipt of benefits. Rather than contemplating a divorce scenario (which is specifically contemplated by R.I.G.L. §16-16-27 as addressed above), this provision relates to the re-marriage of a spouse or domestic partner after the member has died. As Ms. Palumbo does not and cannot meet the

eligibility criteria for TSB benefits under the existing state of facts and law, the Retirement System's administrative position should be affirmed.

2. The Palumbos' claims are unripe.

Section 16-16-26(a) provides that: "Spouse's and domestic partner's benefits are payable following the decease of a member as provided in §§ 16-16-25 through 16-16-38." As was evident from his testimony at the hearing, Mr. Palumbo is very much alive. Tr. pp. 25-41.

Accordingly, a determination of who, if anyone, is entitled to spouse's or domestic partner's benefits is premature. Any number of factual situations might arise between now and Mr. Palumbo's demise which would impact whether any person would be entitled to a spouse or domestic partner's benefit through his participation in ERSRI. Mr. Palumbo may remarry, either Ms. Palumbo or a third party. Mr. Palumbo may enter into a domestic partnership with either Ms. Palumbo or a third party. Ms. Palumbo may remarry, which would be a disqualifying event under § 16-16-26(d).

The United States Supreme Court has stated that "a claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all." *Pelletier v. City of Warwick*, No. KC/2007-0110, 2008 R.I. Super. LEXIS 4, at *27 (Super. Ct. Jan. 4, 2008); quoting *Texas v. United States*, 523 U.S. 296, 300, 118 S. Ct 1257, 140 L. Ed. 2d 406 (1998) quoting *Thomas v. Union Carbide Agricultural Products, Co.*, 473 U.S. 568, 581, 105 S. Ct. 3325, 87 L. Ed. 2d 409 (1985), (quoting 13A C. Wright, A. Miller, & E. Cooper, *Federal Practice and Procedure* §3532, p. 112 (1984). As the Palumbos' claims rest entirely on contingent future events that may or may not ever occur, this matter is not ripe for adjudication by a hearing officer.

A determination of ripeness under the Administrative Procedures Act (R.I.G.L. § 42-35-1, *et seq.*, or "APA") has two parts: first the administrative remedies within the agency must have

been exhausted. *Pelletier v. City of Warwick*, No. KC/2007-0110, 2008 R.I. Super. LEXIS 4, at *28 (Super. Ct. Jan. 4, 2008) citing *Barrington School Committee v. Rhode Island State Labor Relations Board*, 608 A.2d 1126, 1131 (1992) and § 42-35-15(a). “The other component of the APA’s ripeness test is that any adverse effects flowing from the agency’s determination must **have been felt concretely** by the party seeking judicial review.” *Id.*, 608 A.2d at 1132 (emphasis added).

While Executive Director Karpinski’s letter of November 2, 2016, which purports to determine whether Ms. Palumbo would be entitled to TSB payments if Mr. Palumbo had died as of the date of the letter, constituted an administrative denial which actuated the appeal process to bring this matter before the Hearing Officer, there are no adverse effects flowing from Mr. Karpinski’s determination that have been concretely felt by Ms. Palumbo because nobody, not Ms. Palumbo or any other person, will become entitled to TSB payments until after Mr. Palumbo has actually died. Accordingly, the question of Ms. Palumbo’s entitlement to TSB payments upon Mr. Palumbo’s death is unripe.

3. The Hearing Officer lacks authority to issue an advisory opinion.

Without knowing Mr. Palumbo’s ultimate fate, the Hearing Officer is asked to decide issues presenting in the abstract. Plaintiffs seek, in essence, a declaratory judgment that the relevant statutes would yield an entitlement to TSB payments to Ms. Palumbo upon Mr. Palumbo’s death. Under the Uniform Declaratory Judgments Act (R.I.G.L. § 9-30-1 *et seq.* or “UDJA”) the decision to grant declaratory relief is purely discretionary. *Andrade v. Fine*, No. PC-2012-4724, 2014 R.I. Super. LEXIS 137, at *6 (Super. Ct. Sep. 29, 2014); citing *Sullivan v. Chafee*, 703 A.2d 748, 751 (R.I. 1997); citing *Woonsocket Teacher’s Guild Local Union 951 AFT v. Woonsocket Sch. Comm.*, 694 A.2d 727, 729 (R.I. 1997). “[A] necessary predicate to a court’s exercise of its jurisdiction

under the Uniform Declaratory Judgments Act is an actual justiciable controversy.” *Id.*, quoting *Sullivan*, 703 A.2d at 751. “Declaratory judgment is not appropriate to determine abstract questions or to issue advisory opinions. *Id.* To be entitled to declaratory relief, a plaintiff must have both “a personal stake in the outcome of the controversy and... an **entitlement to actual and articulable relief.**” *Id.*, quoting *McKenna v. Williams*, 874 A.2d 217, 227 (R.I. 2005)(emphasis added).

Here Ms. Palumbo’s entitlement to TSB payments is purely speculative, as Mr. Palumbo remains alive. As such, any number of intervening events could change the outcome of who, if anyone, would be entitled to TSB benefits pursuant to R.I.G.L. §16-16-26 upon Mr. Palumbo’s demise.

Conclusion

For all the reasons state above, the Hearing Officer should issue a Recommendation to the Retirement Board that the decision of the Executive Director be UPHELD and AFFIRMED in all respects, or alternatively decline to rule on a matter which is unripe, and for which a decision would constitute an inappropriate advisory opinion.

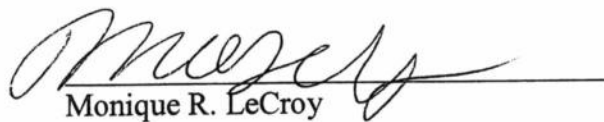
Respectfully Submitted,
ERSRI,
By its attorneys,



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CERTIFICATION

I hereby certify that on this 15th day of December, 2017, I mailed a true and accurate copy of the within post-hearing memorandum to Carly Beauvais Iafrate, Esq., 38 North Court Street, Providence, RI 02903.


Monique R. LeCroy

ERSKI
2017 DEC 18 PM 2:31

In The Matter Of:
Employees Retirement System Hearing

Rudolph Palumbo
September 20, 2017



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2 EMPLOYEES' RETIREMENT SYSTEM
3
4
5 *****
6 IN RE: *
7 RUDOLPH PALUMBO *
8 *****
9
10 DATE: September 20, 2017
11 TIME: 10:00 A.M.
12 PLACE: 50 Service Road
13 Warwick, Rhode Island 02886
14
15 APPEARANCES:
16 HEARD BEFORE:
17 HEARING OFFICER RAYMOND A. MARCACCIO
18
19 FOR THE EMPLOYEE:
20 LAW OFFICES OF CARLY IAFRATE
21 BY: CARLY IAFRATE, ESQUIRE
22
23 FOR THE EMPLOYEES' RETIREMENT SYSTEM:
24 BY: MICHAEL P. ROBINSON, ESQUIRE
25

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1 (HEARING COMMENCED AT 10:15 A.M.)
2 HEARING OFFICER MARCACCIO: We'll begin.
3 Good morning, everyone. My name is Raymond
4 Marcaccio. I've been appointed as the Hearing
5 Officer in this matter. I'll be hearing argument
6 as well as testimony regarding the issues that you
7 have presented as the Petitioners. It's Mr.
8 Rudolph Palumbo and Ms. Judith Palumbo; is that
9 right?
10 MR. ROBINSON: Correct.
11 HEARING OFFICER MARCACCIO: Will the
12 attorneys please identify themselves?
13 MS. IAFRATE: Carly Iafrate on behalf of
14 the Petitioners.
15 MR. ROBINSON: Michael Robinson, counsel
16 for the Employees' Retirement System of Rhode
17 Island.
18 HEARING OFFICER MARCACCIO: Thank you.
19 Before we begin, do you have any stipulations
20 you'd like to enter?
21 MR. ROBINSON: No stipulations, Mr.
22 Hearing Officer, but we do have some Joint
23 Exhibits that I'll just identify for the record.
24 They have been pre-marked as Joint Exhibits 1
25 through 7.

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<p style="text-align: right;">Page 5</p> <p>1 Joint Exhibit 1 is Mr. Palumbo's Option 2 Selection Form dated June 6th, 1997. 3 Joint Exhibit 2 is a Survivor's Benefit 4 Form dated June 6, 1997. 5 Joint Exhibit 3 is a December 29th, 2016 6 Hearing Officer Assignment Form notifying counsel 7 for the applicant that you have been appointed as 8 Hearing Officer. 9 Joint Exhibit 4 is a letter from Attorney 10 Iafate to Attorney Gayle Mambro-Martin dated 11 August 2nd, 2016 with a number of attachments. 12 Joint Exhibit 5 is a letter dated November 13 2nd of 2016 from the Executive Director of the 14 Retirement System to Attorney Iafate constituting 15 an administrative denial of her claim. 16 Joint Exhibit 6 is a handbook entitled, 17 "Teacher Survivors' Benefit Plan -- A Guide to 18 Understanding and Collecting Your Benefits. 19 And then Joint Exhibit 7 is substantially 20 a similar document also entitled, "Teacher 21 Survivors' Benefit Plan - A Guide to Understanding 22 and Collecting Your Benefits. 23 MS. IAFRATE: You can identify them 24 differently; 6 has the picture and 7 does not. 25 HEARING OFFICER MARCACCIO: Yeah.</p>	<p style="text-align: right;">Page 7</p> <p>1 Teacher survivor benefits are essentially 2 an additional benefit that teachers who are in a 3 non-Social Security systems can contribute to 4 during the time that they were working to provide 5 for a survivor benefit. It's a flat rate payable, 6 I think, once a month to the survivor if they are 7 eligible under the statute. So what you'll hear 8 from my folks is that their understanding at the 9 time of their divorce was that the divorce did not 10 impact her eligibility for this benefit. 11 Subsequent to the divorce when they 12 contacted the system, they were told to the 13 contrary, which is what brings us here today. The 14 job of the Hearing Officer in this case is 15 essentially to construe the statute to determine 16 whether the facts, as presented, would entitle her 17 to those benefits in the event of his death. We 18 presented the statute to you in advance in the 19 memos that we submitted before the hearing, which 20 I'm sure you looked at because I know you, and I 21 know you read them. 22 So, without going into great detail, if 23 you look at 16-16-26, it is clear that there are 24 three instances in which a former spouse or 25 current spouse, or domestic partner, may be</p>
<p style="text-align: right;">Page 6</p> <p>1 MR. ROBINSON: Those are the Joint 2 Exhibits, Mr. Hearing Officer. 3 EXHIBITS - JOINT 1 THROUGH 7 MARKED 4 HEARING OFFICER MARCACCIO: Okay. So with 5 those marked jointly, Exhibits 1 Through 7, I'll 6 give both parties the opportunity to present a 7 brief opening statement if they wish, or they 8 could waive that and proceed directly into 9 testimony. What is the pleasure of the attorneys? 10 MS. IAFRATE: I would do just a brief 11 summary, I think. 12 HEARING OFFICER MARCACCIO: Okay. Then 13 you can proceed. 14 MS. IAFRATE: I never say no to an 15 opportunity to say something, right, everybody in 16 the room knows that. The issue before the Hearing 17 Officer this morning is eligibility for a teacher 18 survivor benefits. There isn't much dispute in 19 terms of the facts, as we know them. We have a 20 couple here who were married, who were divorced, 21 and subsequent to the divorce were told by the 22 system that in the event of the member's death, 23 which is Mr. Palumbo, that his former spouse, Mrs. 24 Palumbo would not be entitled to teacher survivor 25 benefits.</p>	<p style="text-align: right;">Page 8</p> <p>1 entitled to teacher survivor benefits. And the 2 way the statute reads is it requires the survivor 3 and the member to be living together at the time 4 of the member's death, but the living together is 5 not limited to technically living in the same 6 household. 7 The General Assembly, when they enacted 8 this section, made clear that there were three 9 different ways you could be constituted to be 10 living with each other. One, if you physically 11 are in the same household, which they are not. 12 Two, if -- and this is the plain language of the 13 statute -- the spouse or domestic partner was 14 receiving regular contributions from the deceased 15 member towards support on that date. 16 That's really the section that we 17 primarily rely on, although, I will argue either 18 at the end of the hearing or in a post-hearing 19 memo that the third option is still in play, but 20 that second option to me, it means that in the 21 event that a member is making voluntary 22 contributions to the support of the spouse, then 23 she would be entitled to those benefits on the 24 date of his death. 25 The evidence that I anticipate you will</p>

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1 hear is that ever since the divorce, Mr. Palumbo
 2 has been making regular contributions to the
 3 support of his former wife because without those
 4 regular contributions, she would not have been
 5 able to financially support herself. So part of
 6 their arrangement from the get-go was "Even if
 7 we're getting divorced, I am going to make sure
 8 that you are taken care of because that pension is
 9 only so much and can only cover so much of a
 10 household expense."
 11 Because the evidence, I think, will be
 12 uncontradicted that those are regular
 13 contributions for support, I think there's only
 14 one way to read the statute, which is that she is
 15 so entitled. You will hear from Mr. Robinson that
 16 somehow that regular contribution towards support
 17 must be formalized somehow in a court order or
 18 some more formal arrangement, I guess, is the
 19 argument, and I would just suggest to the Hearing
 20 Officer that that is not provided for in the
 21 statute, and there's a reason why there's three
 22 options. We have the third option, which is a
 23 court order, and the idea there is that that is
 24 something different than the voluntary in Part B.
 25 The other thing, and just as a side note

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1 this, Mr. Hearing Officer, is very, very
 2 straightforward. This is a pure question of
 3 statutory interpretation in our opinion. I expect
 4 the testimony today will be that Mr. Palumbo and
 5 Mrs. Palumbo were divorced pursuant to a final
 6 judgment of divorce. If that is the case, it
 7 would render Mrs. Palumbo ineligible to receive
 8 benefits under the statute cited by my sister.
 9 16-16-26, we do take the position that the
 10 statute specifically contemplates that the spouse
 11 -- that the member be married to the spouse
 12 seeking eligibility for teacher survivor benefits.
 13 The term "spouse" and the term "domestic partner"
 14 are both referenced in 16-16-26C. Both are
 15 defined terms. Both refer to being married in
 16 contrast to a former spouse divorced, which is
 17 also a defined term.
 18 You can see a tremendous contrast between
 19 benefits available under 16-16-26 to a spouse of a
 20 member who passes away, as opposed to those that
 21 are available under 16-16-27, also in the teacher
 22 survivor benefits rubric, which refers to family
 23 benefits. And family benefits are available in
 24 the event someone had been divorced. The statute
 25 specifically utilizes the term "former spouse

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1 is, I'm not sure what the system's position now is
 2 on whether someone has to be married or not
 3 married at the time of death. At one point it was
 4 Mr. Karpinski's opinion in one of those
 5 correspondence that you did have to be married at
 6 the time of death. I don't recall whether Mr.
 7 Robinson raised that in advance of the hearing in
 8 his memo, but just to be complete, I think
 9 Subsection C -- actually, C and D, make clear that
 10 spouse contemplates former spouse and current
 11 spouse because if you are -- if only a spouse is
 12 eligible, there would be no need for the two
 13 options, or the court-ordered option at least.
 14 You wouldn't need the court-ordered contribution
 15 to support because, obviously, you have to be
 16 divorced for that to be in play.
 17 And also, on D, you're automatically
 18 disqualified if you remarry, but you're not
 19 automatically disqualified if you're divorced. So
 20 I think that contemplates that you can be divorced
 21 and still be eligible so long as one of those
 22 three things exist. That's it. Thank you.
 23 HEARING OFFICER MARCACCIO: Okay. Thank
 24 you.
 25 MR. ROBINSON: The system's position on

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1 divorced" again, as a defined term.
 2 So the benefits that are available -- if
 3 someone meets the eligibility criteria that are
 4 set forth in that particular statute. We take the
 5 position that Mrs. Palumbo would not qualify under
 6 either statute, one, because under 16-16-26, as I
 7 indicated, we believe that they are currently
 8 divorced and, therefore, would be ineligible under
 9 16-16-26. And because under 16-16-27, in order to
 10 qualify for family benefits, the surviving spouse
 11 or former spouse divorced would have to have a
 12 child, which we do not believe the Palumbos have
 13 children.
 14 I would also point out that we take the
 15 position that this appeal is not ripe. Under
 16 16-16-26, eligibility for teacher survivor
 17 benefits is determined based on conditions
 18 existing at the time of the member's death.
 19 Thankfully, Mr. Palumbo is still with us and,
 20 therefore, levels of support, nature of marital
 21 relations, the existence of court orders at time
 22 of death by necessity cannot be determined.
 23 So, as we sit here today, this appeal is
 24 not ripe, and Mrs. Palumbo would not be eligible
 25 because under current circumstances the parties

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1 are divorced. To the extent that my sister points
 2 to Subdivision D of 16-16-26, we would argue that
 3 that does not alter the analysis in terms of the
 4 requirement that the members be married at the
 5 time of the member's death.
 6 HEARING OFFICER MARCACCIO: So, what is
 7 the purpose then of Subsection D?
 8 MR. ROBINSON: It would render the
 9 surviving spouse ineligible after the death of the
 10 member if he or she then remarries. It applies
 11 post-death of the member.
 12 HEARING OFFICER MARCACCIO: That's your
 13 position. And with respect to --
 14 MR. ROBINSON: If the surviving spouse
 15 remarries after the death of the member, it would
 16 then render him or her ineligible.
 17 HEARING OFFICER MARCACCIO: It would
 18 terminate future benefits.
 19 MR. ROBINSON: That's correct.
 20 HEARING OFFICER MARCACCIO: And with
 21 respect to 16 --
 22 MS. IAFRATE: Although, it uses the word
 23 "current."
 24 HEARING OFFICER MARCACCIO: Yeah. And
 25 then with respect to Subsection C, that speaks to

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1 enter support orders under Rhode Island Law. It
 2 does not require that they be divorced in order
 3 for such an order to enter.
 4 HEARING OFFICER MARCACCIO: Carly, there
 5 is a question in my mind with respect to the
 6 ripeness or the need to speculate as to what the
 7 contributions would be between the spouses -- in
 8 this case former spouses -- at the time of the
 9 member's death. How does -- if I were to find
 10 that there were -- that there was evidence of
 11 ongoing support between the former spouses by the
 12 member to his former wife, what relevance would
 13 that have since he is still alive?
 14 MS. IAFRATE: I think it's almost, like, a
 15 declaratory in terms of how do we interpret the
 16 statute. So we do have a live dispute over what
 17 the statute means. So just in terms of what we
 18 just discussed, is it a spouse or is it a former
 19 spouse? And in terms of what do those sections
 20 mean, does the remarriage contemplate that it has
 21 to be someone who is already granted while married
 22 and then remarries after? I think you're
 23 definitely within your authority to construe the
 24 statute and render an opinion on it.
 25 HEARING OFFICER MARCACCIO: Are you

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1 support on that date.
 2 MR. ROBINSON: Initially, again, our first
 3 position is that on that date is referable to date
 4 of death. We're clearly not in a situation where
 5 we're dealing with that. So it would be
 6 impossible to establish eligibility as of today.
 7 And number two, as I've indicated, we take the
 8 position that all of those criteria only apply to
 9 a currently married couple.
 10 HEARING OFFICER MARCACCIO: And that last
 11 part of C that refers to "In order by a court to
 12 contribute to the spouse or domestic partner
 13 support," what would be the purpose for that?
 14 MR. ROBINSON: There's no question that
 15 under Rhode Island Law courts can and frequently
 16 do enter orders of support as between currently
 17 married couples.
 18 HEARING OFFICER MARCACCIO: With respect
 19 to --
 20 MR. ROBINSON: Spousal support
 21 arrangements are entered routinely. There may be
 22 separations, legal separations. There may be
 23 domestic abuse situations where the parties are
 24 separated and one party needs support from the
 25 other. So courts do -- can and frequently do

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1 seeking a declaration, or are you seeking a
 2 determination?
 3 MS. IAFRATE: Well, both. But what I'm
 4 saying to you is if you find there's a question as
 5 to ripeness, you certainly have the right to do
 6 the declaratory as opposed to the decision.
 7 HEARING OFFICER MARCACCIO: As a hearing
 8 officer?
 9 MS. IAFRATE: As a hearing officer, I
 10 think so, of course. And so, if you were to
 11 declare only, "this is what the statute means,"
 12 when Mr. Palumbo dies, obviously, she has to come
 13 to the board at that point and say, "I'm entitled
 14 to benefits." If the board at that time has the
 15 ruling that says what was presented here was
 16 regular contributions and that people who are not
 17 married are entitled, I would think at that time,
 18 Mr. Karpinski or whomever is here, would be
 19 reviewing whether she meets those criteria at that
 20 time.
 21 HEARING OFFICER MARCACCIO: So let's
 22 assume that I make a declaration that here in
 23 September of 2017, and these two people live for
 24 many, many years after that, what application
 25 would this have with respect to them? You're

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1 saying that this --
 2 MS. IAFRATE: I think it's binding on the
 3 system in terms of this is the appropriate
 4 interpretation of the statute. I know that a lot
 5 of times what happens is if the Hearing Officer
 6 renders a decision and if it is in favor of the
 7 petitioners, then the system has to adjust its
 8 policy. Or, I know they don't have a written
 9 regulation on this, but they could in terms of
 10 issuing some sort of a letter or policy or
 11 statement that says "In the future this is how we
 12 have to interpret this language for anybody who
 13 comes in."
 14 If you think of the converse, it would be
 15 very difficult and, to me, really unfair because
 16 if she comes in after he dies, then I don't have
 17 the benefit of him being able to say, "This is
 18 what I'm doing. This is what I'm contributing.
 19 Here's my evidence." She may or may not have
 20 access to some of that stuff at that point.
 21 HEARING OFFICER MARCACCIO: As a
 22 recipient.
 23 MS. IAFRATE: Right, exactly. And the
 24 other thing is that we've been told, we've been
 25 told by the board what their position is. It's

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1 retirement system articulating the basis of her
 2 contention as of August of 2016 that her client
 3 was entitled to a determination by the system that
 4 she was eligible for TSB benefits is that June
 5 9th, 2015 e-mail communication from Attorney
 6 Mambro-Martin specifically stating that if Mrs.
 7 Palumbo could show that she was receiving regular
 8 contributions from the deceased member continuing
 9 up to the time of the member's death, then perhaps
 10 she would be entitled to TSB benefits.
 11 It's a matter of -- it's impossible to
 12 make a determination at this point as to whether
 13 or not Mrs. Palumbo would meet the eligibility
 14 criteria at the time of Mr. Palumbo's death. They
 15 could get remarried. The system doesn't know
 16 that. If they become remarried, she might be
 17 eligible for TSB benefits at the time of the death
 18 provided she met the other eligibility criteria.
 19 So determining that prior to the member's death
 20 would be an administratively unworkable review
 21 standard, and to have hearings with evidence and
 22 contested testimony prior to somebody's death, and
 23 prior to an application for teacher survivor
 24 benefits actually being made and being reviewed by
 25 the system, would put an unworkable burden on the

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1 not like they've said, "We can't answer that
 2 question for you until you get to the date of
 3 death." They've given us the answer, and they've
 4 given us the basis for the answer. So, from my
 5 perspective, we have a right to appeal that
 6 determination and have the Hearing Officer review
 7 it. If he had said to us, "Listen, we can't say
 8 one way or the other when he dies, come back,"
 9 maybe it's different.
 10 HEARING OFFICER MARCACCIO: I haven't
 11 seen --
 12 MR. ROBINSON: May I respond to that?
 13 HEARING OFFICER MARCACCIO: I haven't seen
 14 the actual letters. I've seen quotes from the
 15 denial letters, but at least from what's quoted,
 16 it appears that there's been a determination by
 17 the staff up to the level of the executive
 18 director on this, as opposed to being -- the
 19 member being told this is not really ripe for
 20 review; is that right?
 21 MR. ROBINSON: No. I would suggest that
 22 that's not right.
 23 HEARING OFFICER MARCACCIO: Okay.
 24 MR. ROBINSON: Appended to Joint Exhibit
 25 4, which is a letter from Attorney Iaftrate to the

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1 system, I would submit.
 2 MS. IAFRATE: Let me just add that Gayle
 3 or Mrs. Mambro-Martin's opinion, as you're
 4 familiar with the things work here, sometimes we
 5 get subsequent review of the same issue. So Mrs.
 6 Mambro-Martin's opinion was that Mrs. Palumbo was
 7 not entitled, not because she was divorced, but
 8 because of the no court-ordered alimony. And
 9 while my brother quoted from her e-mail, what
 10 exists after Gayle Mambro-Martin's e-mails is a
 11 November 2, 2016 letter from the executive
 12 director in which he says, "Since RIGL 16-16-26
 13 governs teacher survivor benefits payable to
 14 spouses or domestic partners, and since the
 15 Palumbos have been divorced and are no longer
 16 considered spouses or domestic partners as
 17 required by TSB law, Judith is not entitled to
 18 teacher survivor benefits upon the death of
 19 Rudolph Palumbo."
 20 And then he goes on to say even assuming
 21 arguendo that she is a spouse or domestic partner
 22 under that statute, she must establish one or two.
 23 He says, that they were both members of the same
 24 household, or that he had been ordered by a court
 25 to contribute to support. It is our understanding

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1 that they do not live together, nor has he been
 2 ordered by a court to contribute. Since Judith is
 3 unable to establish that they had been living
 4 together as required by law, she is not entitled
 5 to teacher survivor benefits upon the death of
 6 Rudolph Palumbo.
 7 So that is an official notification of
 8 administrative denial with an explanation and
 9 another sentence that reiterates, "Therefore,
 10 ERSRI's decision remains that Judith Palumbo is
 11 not entitled to TSB benefits upon the death of
 12 Rudolph Palumbo."
 13 HEARING OFFICER MARCACCIO: I see the
 14 reference.
 15 MS. IAFRATE: It's not qualified in any
 16 way, shape or form. So, from my perspective, it
 17 certainly is ripe and --
 18 HEARING OFFICER MARCACCIO: One other
 19 question for you, and I do see that notice of
 20 official denial, but if Mr. Karpinski had said
 21 that your client was eligible and then years later
 22 the member passes away, what -- and then they took
 23 a different position, are you saying they would be
 24 bound by that former position?
 25 MS. IAFRATE: I actually think that the

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1 system, if a determination was made that they were
 2 eligible, if a statute changed in between, or if
 3 there was some other change in circumstances --
 4 say, for example, the reason why he said you're
 5 eligible is because you live together, and they
 6 subsequently did not live together, I'm guessing
 7 that when someone comes in to finalize their
 8 application, there is some process by which
 9 somebody is checking to see whether you still meet
 10 the eligibility. I'd have to concede that if they
 11 didn't meet the eligibility any longer, then that
 12 -- the decision could be, "Listen, you had met the
 13 eligibility based on the circumstances at the
 14 time, but they changed," and then --
 15 HEARING OFFICER MARCACCIO: But if the
 16 circumstances didn't change --
 17 MS. IAFRATE: If they didn't change, I
 18 think it would be binding.
 19 HEARING OFFICER MARCACCIO: They're
 20 binding.
 21 MS. IAFRATE: Yeah. It's the hearing
 22 officer's decision that --
 23 HEARING OFFICER MARCACCIO: No, I'm saying
 24 if it never got to my level. If the opposite were
 25 true, if Mr. Karpinski said --

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1 MS. IAFRATE: Yes, I would take the
 2 position that it would still be binding if the
 3 circumstances did not change, and if the system
 4 changed its opinion and denied at that point, I
 5 would say it would give them another opportunity
 6 to appeal that subsequent decision and be able to
 7 say, "Hey, listen, here are the reasons why I
 8 should still be entitled. Number one, the
 9 decision of Ray Marcaccio from 2017 -- or Frank
 10 Karpinski, I'm sorry, under your scenario. And
 11 number two, I'm still eligible for these reasons
 12 if that was applicable.
 13 HEARING OFFICER MARCACCIO: The reason why
 14 I frame it that way is I wonder if an agency makes
 15 a determination, that's one thing. If an agency
 16 makes an interpretation of a statute and then
 17 later changes its interpretation of the statute
 18 before the interests of the member ripens since
 19 he's still alive, is the agency actually bound by
 20 the former interpretation if it was wrong?
 21 MS. IAFRATE: I don't know. I mean, I'd
 22 have to look, but, I mean, my position would be
 23 that they are. I mean, here's the trouble, right.
 24 The practical problem is this: She's got "x"
 25 dollars coming in per month. When he dies, that

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1 pension that's coming in, whatever, I think you
 2 said it was \$1,400. Someone said it was 1,400,
 3 someone said it was 7, whatever it is, \$700,
 4 \$1,400, that's going to terminate. At that point
 5 in time she will have zero income other than what
 6 you'll see is the Social Security connected to his
 7 former employment and not hers.
 8 That is why this is so critical to them to
 9 know now because they have obviously a significant
 10 fear of what is going to happen to her upon his
 11 death because she will have zero way to support
 12 herself. So that is why it's something that has
 13 been driving them insane for several years as not
 14 knowing what is the ultimate answer because, at
 15 first, it was their understanding it was fine, and
 16 that's why when they did their divorce the way
 17 they did it, splitting the pension the way they
 18 did and knowing it was going to go away on his
 19 death was not necessarily a concern because they
 20 knew they had the TSB, which would replace it in a
 21 sense, then learning that is not the case.
 22 So there's certainly, I think, a ripe
 23 dispute and a ripe issue that needs to be
 24 resolved. It's a controversy and without its
 25 resolution it remains uncertain. The rights and

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1 the responsibilities remain uncertain until that
 2 declaration is issued which, as you know, is sort
 3 of the standard for -- your typical declaratory
 4 judgment in Superior Court is to construe the
 5 rights and responsibilities and to terminate the
 6 uncertainty of the controversy, and that's what
 7 this would do in a sense; is there still a future
 8 possibility if something changes. But that, I
 9 think, probably applies in every event that we
 10 think is resolved. We never know what the future
 11 is going to bring.
 12 HEARING OFFICER MARCACCIO: Okay. Thank
 13 you for indulging me. I think we're ready now to
 14 present our evidence.
 15 MS. IAFRATE: Okay. So I'm going to call
 16 Rudy, and he's obviously not going to move out of
 17 his spot.
 18 HEARING OFFICER MARCACCIO: Swear in the
 19 witness, please.
 20 RUDOLPH PALUMBO,
 21 having first been duly sworn to tell the truth,
 22 testified as follows:
 23 EXAMINATION BY MS. IAFRATE:
 24 Q. A couple of simple things that are really basic.
 25 You are a member of the teachers' retirement

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1 A. Yes.
 2 Q. Okay. Why did you do that?
 3 A. Well, we had -- in order to protect my wife in
 4 the event of my death, so I contributed.
 5 Q. Okay. And you were married at that time?
 6 A. Yes.
 7 Q. Okay. How long were you married?
 8 A. Approximately 43 years.
 9 Q. Okay. And do you have any children?
 10 A. No.
 11 Q. Okay. During the time that you were married, did
 12 Judy pay into Social Security?
 13 A. No.
 14 Q. And at some point in time you filed for divorce?
 15 A. Correct.
 16 Q. When was that?
 17 A. I guess five years ago.
 18 Q. 2010, does that sound about right?
 19 A. 2010.
 20 Q. So, at the time of the divorce, you negotiated or
 21 you entered into a QDRO, a Qualified Domestic
 22 Relations Order; is that right?
 23 A. Yes.
 24 MS. IAFRATE: I'm showing you what I will
 25 mark as Petitioner's 1 for identification.

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1 system?
 2 A. Correct.
 3 Q. Okay. And that's because at one point in time you
 4 were a teacher?
 5 A. Right.
 6 Q. How long?
 7 A. I was there 28 years.
 8 Q. Okay. In Johnston?
 9 A. Yes.
 10 Q. And you taught social studies according to Mr.
 11 Karpinski?
 12 A. Right.
 13 Q. Approximately, when did you retire from the
 14 Johnston School Department?
 15 A. June of '97, I retired.
 16 Q. And that's a non-Social Security district;
 17 correct?
 18 A. That's right.
 19 Q. Okay. At some point in time, you had some
 20 employment in which you paid into Social Security.
 21 Was that before Johnston or after?
 22 A. That was after.
 23 Q. Okay. During the time that you were employed by
 24 the Johnston School Department, did you contribute
 25 to the Teacher Survivor Benefit fund?

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1 Q. BY MS. IAFRATE: Do you recognize that document,
 2 sir?
 3 A. Yes.
 4 Q. Okay. Is that the QDRO?
 5 A. Yes.
 6 Q. Okay. And that reflects the disposition of assets
 7 pursuant to the divorce; correct?
 8 A. Correct.
 9 MS. IAFRATE: Do you have a problem with
 10 Petitioner's 1, Mike?
 11 MR. ROBINSON: No objection.
 12 HEARING OFFICER MARCACCIO: Petitioner's 1
 13 can be marked as full.
 14 EXHIBIT 1 - PETITIONER'S MARKED AS FULL
 15 MS. IAFRATE: I'm not going to ask any
 16 more question about that. Well, one question.
 17 Q. BY MS. IAFRATE: As part of the QDRO, was your
 18 pension benefit at the time divided between
 19 yourself and Mrs. Palumbo?
 20 A. Yes.
 21 Q. And approximately how much did she get and how
 22 much did you get?
 23 A. I don't remember the gross. I think we did
 24 \$1,400 per month each. I believe that was the
 25 amount.

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1 Q. And at that time, what was your understanding of
 2 what would happen to the teachers' survivor
 3 benefit?
 4 A. At that time I assumed that upon my death that
 5 she would receive the benefit, the survivor
 6 benefit.
 7 Q. Okay. And was there some point in time, after the
 8 divorce, where you learned that that may not be
 9 the case?
 10 A. Yes. I came down to the Retirement Board to
 11 have a change on the personal check. We had both
 12 our names on the checks, and I wanted to separate
 13 it. At that time I asked one of the clerks at the
 14 desk if she was still eligible for the retirement
 15 benefit, the survivor's benefit, and they said at
 16 the time no. So that's when I found out that she
 17 wasn't eligible.
 18 Q. And that's what led to us getting to this point
 19 here today?
 20 A. Right.
 21 Q. Okay. So, since the divorce -- and this is sort
 22 of the key of what I wanted you to explain to the
 23 hearing officer this morning -- have you been
 24 contributing to Judy's household expenses or
 25 living expenses since the time that you've been

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1 divorced?
 2 A. Yeah, in the sense that --
 3 MR. ROBINSON: Objection.
 4 HEARING OFFICER MARCACCIO: Basis?
 5 MR. ROBINSON: Relevance.
 6 HEARING OFFICER MARCACCIO: Overruled.
 7 You may answer.
 8 A. Yes. Since the divorce, what I've been doing
 9 is I've been doing general maintenance on the
 10 house which includes landscaping, cutting the lawn
 11 during the fall season, picking up the leaves,
 12 general painting, anything that needs painting.
 13 General maintenance on the house. And during the
 14 wintertime, I had -- I, at some point, purchased
 15 the snowblower. I do all the snow removal, okay.
 16 Q. BY MS. IAFRATE: And do you do that every year?
 17 A. Yes, I've been doing that since we've been
 18 divorced.
 19 HEARING OFFICER MARCACCIO: The house is
 20 owned by your former wife exclusively?
 21 THE WITNESS: Correct. She owns the home,
 22 right. I signed that off in the divorce.
 23 Q. BY MS. IAFRATE: In addition to the maintenance of
 24 the house and of the yard, have you also
 25 contributed financially in terms of either

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1 purchasing things or giving her money towards
 2 monthly bills?
 3 A. Well, I made two purchases for the home. It
 4 was a boiler. Somewhere in the neighborhood of --
 5 I think it was \$3,000, and I think you have some
 6 of the receipts in front of you. And, also, there
 7 was a problem with one of the doors. The patio
 8 door was leaking and developing some frost on the
 9 inside. So I purchased a new door. I think that
 10 was about 2,500.
 11 MR. ROBINSON: Mr. Hearing Officer, I'm
 12 just going to object generally to this line of
 13 questioning. I just want my objection noted in
 14 that regard. The witness has testified that he
 15 and the applicant are currently divorced. It's
 16 our position that that renders irrelevant any
 17 testimony regarding support that is currently
 18 being provided.
 19 He's also obviously alive, and we take
 20 judicial notice of that. For those reasons,
 21 testimony regarding ongoing support, we take the
 22 position it would be irrelevant. I just generally
 23 want to have my objection noted to that line of
 24 questioning.
 25 HEARING OFFICER MARCACCIO: The objection

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1 is noted, and it's still overruled. You may
 2 answer the questions regarding any ongoing support
 3 that you provide to your former wife just so
 4 there's a complete record that would assist me in
 5 making a determination.
 6 THE WITNESS: Okay.
 7 A. Cox Cable, I contribute to that every month.
 8 She makes out the check, and I come over and give
 9 her the cash for Cox Cable?
 10 Q. BY MS. IAFRATE: Is there anything else?
 11 A. AAA, I pay for that also.
 12 Q. And are there times where you have given her money
 13 or bought food where you have not kept any record
 14 of the fact that you have made those
 15 contributions?
 16 A. Yeah. I mean, from time to time I'll pickup
 17 some groceries because I do some part-time
 18 painting, and I'll pick up a little extra money.
 19 And, basically, I'll contribute in that sense.
 20 Q. In front of you I've put a packet of documents.
 21 Do you recognize that packet of documents?
 22 A. Yes.
 23 MS. IAFRATE: This, I would offer as
 24 Petitioner's 2.
 25 HEARING OFFICER MARCACCIO: This is for

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1 I.D.
 2 Q. BY MS. IAFRATE: Could you identify what those
 3 are?
 4 A. Yeah. One is a bill from the Gas Doctor of
 5 the boiler installation, and that's in the amount
 6 of \$3,450. I paid that.
 7 Q. Okay. And what else is reflected in that packet?
 8 A. And then also from -- this is an invoice, I
 9 believe, from Home Depot. It was for the purchase
 10 of that storm door that I talked about.
 11 MS. IAFRATE: I'd offer this as
 12 Petitioner's 2 in full.
 13 EXHIBIT 2 - PETITIONER'S MARKED AS FULL
 14 MR. ROBINSON: I would object.
 15 A. That was in the amount of 2,554.
 16 MR. ROBINSON: Same relevance; grounds
 17 previously articulated.
 18 HEARING OFFICER MARCACCIO: The grounds is
 19 not necessarily to authenticity, but on the
 20 grounds of relevance?
 21 MR. ROBINSON: Correct.
 22 HEARING OFFICER MARCACCIO: I'll overrule
 23 it for the same reason, so that there is a record
 24 as to what the support payments are in the event
 25 that I find that to be the issue that governs this

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1 would be asked to provide that information?
 2 A. No, I didn't think that it would come to that.
 3 Q. But, nonetheless, is it your testimony under oath
 4 that you have, in fact, been making financial
 5 contributions to the household?
 6 A. Oh, yes, absolutely. That's my testimony.
 7 MS. IAFRATE: I think that's essentially
 8 it, unless you have any questions of him.
 9 HEARING OFFICER MARCACCIO: The question
 10 was more on whether or not you had documents for
 11 these payments that showed that the monies came
 12 from the husband, the former husband, as opposed
 13 to anyone else.
 14 MS. IAFRATE: Okay. I understand what
 15 you're saying. So I think, other than his
 16 testimony, that it came from him, which I believe
 17 is undisputed that there's no way for the system
 18 to dispute that, and that they were for her home.
 19 I think that's it. I'm not sure if there would be
 20 a way to track those payments from Mr. Palumbo,
 21 but I'll ask him.
 22 Q. BY MS. IAFRATE: Those payments, were they made
 23 out of your checking account when you made them to
 24 the Gas Doctor and to Home Depot? How did you pay
 25 them?

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1 matter. Is there anything in this, Ms. Iafrate,
 2 that has the payment history as opposed to the
 3 expenses?
 4 MS. IAFRATE: No. In terms of, like,
 5 every single time he's given her money, you mean?
 6 HEARING OFFICER MARCACCIO: Well, not
 7 every single time, but these are two payments that
 8 the witness has said were significant, but are
 9 there any checks or anything that substantiate
 10 payment by Mr. Palumbo?
 11 MS. IAFRATE: No. I think what Mr.
 12 Palumbo's testimony is that he paid for these
 13 things and that they were associated with her
 14 household; that it was a door for her house, and a
 15 boiler for her house. I think what his testimony
 16 has also been is that he pays her in cash for her
 17 Cox Cable bill on a monthly basis. And that he,
 18 from time to time, also purchases groceries or
 19 other things for her that he has not kept track
 20 of. I think -- well, let me ask him this.
 21 Q. BY MS. IAFRATE: Is there a reason why you have
 22 not kept track of all the financial contributions
 23 that you have made in terms of receipts?
 24 A. No, I saw no reason for it.
 25 Q. Okay. In other words, did you realize that you

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1 A. This was a charge per card.
 2 Q. And do you retain that charge card statement?
 3 Would you be able to track those back to your
 4 charge card?
 5 A. I should be able to.
 6 MS. IAFRATE: I think maybe what I would
 7 do is, if the Hearing Officer -- understanding the
 8 lead objection from my bother on relevance, I'll
 9 offer the charge card documentation after --
 10 THE WITNESS: Can I just add on something
 11 here, if I might?
 12 MS. IAFRATE: In terms of the question
 13 before the Hearing Officer?
 14 THE WITNESS: No. In terms of the fact
 15 that, you know, I'm very concerned about her
 16 welfare in the event that something should happen
 17 to me, okay, and I made the contribution to the
 18 Retirement Board based on the assumption that in
 19 the case of my death that she would be taken care
 20 of. If this doesn't go through, she's not going
 21 to have a dime, and I don't know how she's going
 22 to survive. It's important to me for peace of
 23 mind that -- as I said, I still care for her very
 24 much -- she's taken care of. So I just thought
 25 I'd add that to it.

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1 Q. BY MS. IAFRATE: Is that part of why you have
2 continued to help her out financially since the
3 divorce?
4 A. Absolutely, yes.
5 MS. IAFRATE: Okay. No other questions.
6 HEARING OFFICER MARCACCIO: Okay. Thank
7 you. Mr. Robinson, do you have any questions.
8 MR. ROBINSON: I do.
9 EXAMINATION BY MR. ROBINSON:
10 Q. Mr. Palumbo, you are currently divorced from
11 Judith Palumbo; correct?
12 A. Yes.
13 Q. And that is pursuant to a final judgment of
14 divorce valid in the Rhode Island court system?
15 A. Right.
16 Q. I'm going to show -- by the way, you have no
17 natural children of your own; is that correct?
18 A. That's correct.
19 Q. And there are no natural children of the marriage;
20 correct?
21 A. Correct.
22 Q. I'm showing what has been marked as Joint Exhibit
23 1. Do you recognize that, sir, as the benefit
24 "Options Selection Form" that you completed upon
25 time of retirement?

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1 A. Yes, I do.
2 Q. And that's your signature at the bottom?
3 A. Yes.
4 Q. And you selected at the time of your retirement an
5 "SRA Plus" option; correct?
6 A. Uh-huh.
7 Q. And there is no right of survivorship associated
8 with that benefit selection, is there?
9 A. No.
10 Q. So you did not select at the time of retirement
11 any of the available options to you that would
12 have provided for a benefit for your spouse, or
13 for anyone, upon your death; isn't that fair?
14 A. No, that's not my understanding. In other
15 words, I paid into the survivor benefit, and at
16 the time of my retirement, I felt that upon my
17 death, she would be entitled to the benefit.
18 Q. Was it explained to you at the time of your
19 retirement that if you had selected an alternative
20 option to the SRA Plus, that you could have
21 designated a beneficiary that would have received
22 benefits upon your death? Did you understand
23 that?
24 MS. IAFRATE: I would just object to the
25 form of the question because I think what you're

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1 talking about is the pension and not the TSB.
2 MR. ROBINSON: Yeah, I understand what I'm
3 asking.
4 MS. IAFRATE: Okay. I'm not sure he does.
5 HEARING OFFICER MARCACCIO: Just for
6 clarification to the witness. With what your
7 counsel has just said, you may answer. Do you
8 understand the question as to --
9 THE WITNESS: No, I really don't.
10 Q. BY MR. ROBINSON: You understand, sir, that there
11 was a difference between the pension that you're
12 receiving and the statutory teacher survivor
13 benefit that was also available as a beneficiary
14 to your spouse?
15 A. No, my understanding was that the selection
16 that I made would include the survivor benefit.
17 Q. Does it say that any where on this form, sir?
18 A. It says something on survivor benefit over on
19 the right-hand side.
20 Q. Did you meet with a counselor?
21 A. Yes, I did.
22 Q. And did you ask any questions about what would
23 happen to your pension upon your death?
24 A. Yeah, I believe that the pension would be
25 terminated upon my death because of the selection

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1 that I made.
2 Q. Okay. So you understood then, that when you
3 applied for retirement, that the pension benefit
4 that you were receiving based on the option that
5 you selected --
6 A. Right.
7 Q. -- would only last while you were alive; correct?
8 A. Correct, yeah. That was my understanding.
9 Q. Did you understand, sir, or did you have it
10 explained to you that there were other options
11 available to you that would have allowed the
12 pension to have lasted longer than your life?
13 A. Option 1 or 2, correct.
14 Q. So you understood then that option 2 had a right
15 of survivorship associated with it?
16 A. Yeah.
17 Q. But you didn't select that; correct?
18 A. Right.
19 Q. Have you taken out any life insurance policies on
20 yourself and identified Mrs. Palumbo as a
21 beneficiary?
22 A. I did, and then it expired, yeah.
23 Q. So, as of right now, you haven't taken any steps
24 to do that?
25 A. Yeah, I do have one small policy for \$3,500.

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1 Q. Have you made any efforts to try to obtain a
2 policy on your life for her benefit?
3 A. No.
4 Q. There are no court orders in effect, Mr. Palumbo,
5 directing you to make payments of any particular
6 amount to your wife; is that correct?
7 A. Yes, that's correct.
8 Q. And the support, for lack of a better word, that
9 you've testified to today that you've been
10 providing to Judith Palumbo --
11 MR. ROBINSON: I'll withdraw that
12 question.
13 THE WITNESS: All right.
14 MR. ROBINSON: I don't have anything else.
15 HEARING OFFICER MARCACCIO: Ms. Iafrate,
16 any further questions?
17 MS. IAFRATE: Just one.
18 EXAMINATION BY MS. IAFRATE:
19 Q. At the time that you were making those options at
20 the time of retirement, you were not divorced yet?
21 A. No.
22 HEARING OFFICER MARCACCIO: Okay. Thank
23 you, Mr. Palumbo. Do you have any other witnesses
24 you want to call?
25 MS. IAFRATE: I do, Mrs. Palumbo.

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1 HEARING OFFICER MARCACCIO: All right,
2 Mrs. Palumbo, first, we'll have you sworn in.
3 JUDITH PALUMBO,
4 having first been duly sworn to tell the truth,
5 testified as follows:
6 EXAMINATION BY MS. IAFRATE:
7 Q. Mrs. Palumbo, you have just heard Mr. Palumbo's
8 testimony about purchasing the storm door and the
9 boiler for your home. Is that, in fact, what
10 happened?
11 A. Yes.
12 Q. Okay. And would you have had the funds to
13 purchase those things had he not done so?
14 A. No.
15 Q. Okay. Since the time of your divorce, has Mr.
16 Palumbo been making contributions to your
17 household expenses that you were unable to cover?
18 A. Yes.
19 Q. Okay. So, in terms of his testimony on
20 landscaping and snow removal, is it fair to say
21 that you have not had to pay anyone to perform
22 those jobs at your home because Mr. Palumbo is
23 performing that work?
24 A. That's right. I couldn't afford it.
25 Q. BY MS. IAFRATE: And in terms of your household

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1 expenses, did I ask you to make a list of your
2 current household expenses and also indicate to me
3 which ones are paid by Mr. Palumbo?
4 A. Yes.
5 Q. Okay. And sitting in front of you --
6 MS. IAFRATE: I'll identify that as
7 Petitioner's Exhibit 3 for identification.
8 Q. BY MS. IAFRATE: Is that the list that you made
9 for me, and the bills that you attached to sort of
10 backup the amounts?
11 A. Yes.
12 Q. Okay. And in that packet of documents there's a
13 couple of things --
14 MS. IAFRATE: I'd offer that as
15 Petitioner's 3, which is a listing of household
16 expenses by Mrs. Palumbo and the associated
17 documentation.
18 MR. ROBINSON: I'll interpose the same
19 objection, based on relevance.
20 HEARING OFFICER MARCACCIO: Based upon
21 what, please?
22 MR. ROBINSON: Relevance.
23 HEARING OFFICER MARCACCIO: Okay. But as
24 far as the accuracy or authenticity of this, does
25 the retirement system have any challenge to it?

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1 MR. ROBINSON: I do not. My objection is
2 solely based on relevance.
3 HEARING OFFICER MARCACCIO: All right.
4 Then I'll allow the document be marked as
5 Petitioner's 3 as a full exhibit.
6 EXHIBIT 3 - PETITIONER'S MARKED AS FULL
7 Q. BY MS. IAFRATE: If I could just have you turn to
8 the second to last page of that bundle, the one
9 that says Cox Cable. Is that a copy of your of
10 your Cox Cable bills?
11 A. Yes.
12 Q. And is that the bill that you collect money from
13 Mr. Palumbo for every month so that you can pay
14 that bill?
15 A. Yes.
16 Q. Okay.
17 A. Well, I pay it. I pay all of my bills at the
18 first of the month, so I pay it. And then the
19 money that he gives me, the \$78, I use towards my
20 food bill so I have the cash.
21 Q. Okay. But it's the amount of the Cox bill that he
22 gives you?
23 A. Right. Right.
24 Q. And does that page also reflect that the bill is
25 still in his name?

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1 A. Yes.
 2 Q. And then if you look at the last page. Is that
 3 the payment receipt associated with your AAA
 4 membership?
 5 A. Yes.
 6 Q. And is that membership paid for by Mr. Palumbo in
 7 the same manner that you just described?
 8 A. Yes.
 9 Q. And so he gives you the cash associated with the
 10 cost of the membership?
 11 A. Yes.
 12 Q. And then you use that money for food or other
 13 expenses?
 14 A. Yes. In other words, I have the cash for the
 15 month.
 16 Q. Okay. Whenever there's something that you have
 17 that you do not have the money for, is the way
 18 this works is essentially Mr. Palumbo gives you
 19 the money so that you can pay for it? If there's
 20 any household expense that you don't anticipate or
 21 any monthly expense that you don't anticipate, is
 22 he the one that pays for it.
 23 A. Well, I mean, yes, within reason. I mean, you
 24 know.
 25 Q. You're not just asking for money?

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1 A. No.
 2 MS. IAFRATE: Okay.
 3 HEARING OFFICER MARCACCIO: Mr. Robinson?
 4 EXAMINATION BY MR. ROBINSON:
 5 Q. Mrs. Palumbo, your ex-husband testified earlier
 6 today that pursuant to the terms of the QDRO,
 7 you're receiving approximately \$1,400 per month;
 8 is that correct, to the best of your assessment?
 9 A. Yes, 14 and change.
 10 Q. With that money, you're paying all of these
 11 various expenses that are listed on Petitioner's
 12 3; the phone bill, the electric bill, the home
 13 equity line; is that correct?
 14 A. Yes.
 15 Q. Okay. The house taxes, the car taxes, the house
 16 insurance?
 17 A. Yes, all the bills.
 18 Q. All the bills that are listed here on Petitioner's
 19 3?
 20 A. Uh-hum.
 21 Q. And for lack of a better word, support that you're
 22 receiving, the financial contribution that you're
 23 receiving from Mr. Palumbo has been testified to
 24 here today as being AAA, Cox Cable, a new boiler,
 25 a new door, snowblower, things like that?

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1 A. No, I'm not just asking him for money every
 2 month.
 3 Q. I understand. But there are certain things that
 4 he has agreed to give you money for?
 5 A. Yes. I mean, he pays for a lot of the stuff
 6 around the house, the paint, whatever we need.
 7 Whatever has to be fixed or something like that.
 8 Q. Okay. You have on here Medicare Premium and
 9 Social Security -- Medicare Premium is here
 10 somewhere. Do you receive some money from Social
 11 Security as a result of -- or you receive Medicare
 12 as a result of his Social Security?
 13 A. Yes, I get my Medicare under his Social
 14 Security number, and I get my Social Security, \$67
 15 a month from his work record.
 16 Q. Okay. Other than the items that we discussed, can
 17 you think of any other ways in which he
 18 contributes to your household expenses? Did we
 19 cover it, I guess, is my question, Judy?
 20 A. Yeah. He'll -- if he's going by, he'll bring
 21 me -- he'll drop off some groceries or something.
 22 But I mean, I don't have receipts for that. I
 23 didn't think it would be an issue.
 24 Q. And is there anyone else that you are financially
 25 dependent upon other than Mr. Palumbo?

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1 A. Yeah, all the maintenance around the house.
 2 Q. You wouldn't say that the contributions that he's
 3 making equal 50 percent of the \$1,400 that you're
 4 receiving from the QDRO, would you? He's not
 5 paying 50 percent of what's required for you to
 6 support the household, is he?
 7 A. 50 percent?
 8 Q. Yeah.
 9 A. No, I don't think it's 50 percent.
 10 Q. Okay. Your -- you have no natural children of
 11 your own; is that correct?
 12 A. No.
 13 Q. And no children of the marriage between the two of
 14 you?
 15 A. No.
 16 Q. Any adopted children?
 17 A. No.
 18 Q. And you are divorced from Mr. Palumbo pursuant to
 19 the final judgment of divorce; is that correct?
 20 A. Yes.
 21 Q. And that's a valid judgment under Rhode Island
 22 Law?
 23 A. Yes.
 24 MR. ROBINSON: I don't have anything else.
 25 HEARING OFFICER MARCACCIO: Ms. Iafrate?

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1 MS. IAFRATE: Nothing.
 2 HEARING OFFICER MARCACCIO: Just so I'm
 3 clear, Mrs. Palumbo, this is your handwriting;
 4 right?
 5 THE WITNESS: Yes.
 6 HEARING OFFICER MARCACCIO: And when I see
 7 references to Rudy -- it says, for example, on
 8 page 2 on the Cox Cable, it makes reference to
 9 "Rudy Pays." Underneath that AAA, "Rudy Pays."
 10 Do you see that?
 11 THE WITNESS: Cox Cable, Rudy Pays, yeah.
 12 HEARING OFFICER MARCACCIO: Now, why did
 13 you add in his name to those two?
 14 THE WITNESS: Because I don't pay them.
 15 HEARING OFFICER MARCACCIO: Okay. So
 16 should I conclude then that with respect to those
 17 that you haven't mentioned his name, that you pay
 18 those?
 19 THE WITNESS: I pay everything else.
 20 HEARING OFFICER MARCACCIO: Okay. All
 21 right.
 22 EXAMINATION BY MS. IAFRATE:
 23 Q. Can we just clarify that statement a little bit
 24 only because on page 3, I think -- and maybe I'm
 25 wrong -- that there are three items, at least one

1 A. Not the car, no.
 2 Q. Okay. I just want to make it clear. And then
 3 food, you've already testified there are times
 4 that he contributes towards the food?
 5 A. Yeah.
 6 MS. IAFRATE: Okay.
 7 HEARING OFFICER MARCACCIO: Okay.
 8 MR. ROBINSON: Nothing further.
 9 HEARING OFFICER MARCACCIO: Nothing
 10 further, okay. Thank you, Mrs. Palumbo. Ms.
 11 Iafrate, do you have any other witnesses?
 12 MS. IAFRATE: I do not.
 13 HEARING OFFICER MARCACCIO: Do you rest?
 14 MS. IAFRATE: I do.
 15 HEARING OFFICER MARCACCIO: Before we
 16 begin, Mr. Robinson, I just want to take a
 17 two-minute break.
 18 MR. ROBINSON: I'm not intending to
 19 present any testimony. I'm going to rest as well.
 20 So, it's your pleasure, Mr. Hearing Officer, as to
 21 whether you want argument or you take the case on
 22 paper. I'd be happy to submit a short memo, if
 23 you'd like.
 24 HEARING OFFICER MARCACCIO: I think so. I
 25 would like a memo. I think we -- at the beginning

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1 of which, I think, you're guesstimating what you
 2 would pay.
 3 A. Well, it varies.
 4 Q. So let me just ask you this. It says, "General
 5 home maintenance and upkeep," and then you listed:
 6 Lawn care products, paint, driveway sealer, and
 7 you put \$500 a year. Is that your guesstimate of
 8 the cost?
 9 A. Yes.
 10 Q. And do you pay for any lawn care products, paint
 11 or driveway sealer?
 12 A. Some.
 13 Q. And does Rudy provide some of the other?
 14 A. Yes.
 15 Q. And then what about -- it says here, "General care
 16 maintenance." That \$120, was that your
 17 guesstimation of the cost for car maintenance?
 18 A. I guess. I mean, it depends. In some years
 19 there's a breakdown, some years where I'm fine. I
 20 mean, gas, oil change, you know, that sort of
 21 thing.
 22 Q. Okay. So you have listed here: Repairs, gas,
 23 inspection, oil changes. Has Rudy contributed to
 24 any of those costs for you since the divorce --
 25 repairs?

1 of this hearing I raised some questions that were
 2 in my mind, as well as what both of you have
 3 presented, and it would help me if you would
 4 address those. There's an issue, in my mind, as
 5 to what role the Hearing Officer has generally
 6 with respect to a declaration of the member's
 7 rights under any governing agreement when the
 8 qualifying event has not yet occurred -- has not
 9 yet been triggered.
 10 That would be helpful for me to hear what
 11 both of you say as an initial matter, and then I
 12 appreciate the Petitioner's position with respect
 13 to the section that's been relied upon the regular
 14 support issue. I think that's been presented, but
 15 if you want to further elaborate on that, you may.
 16 I know that Mr. Robinson has a different position
 17 as to whether or not you have to be married at the
 18 time, so I think I'd like a little more on that as
 19 well.
 20 MS. IAFRATE: Thank you. I appreciate
 21 that opportunity.
 22 HEARING OFFICER MARCACCIO: How much time
 23 do you think you'll need for that? What you could
 24 also do, if you'd rather not have it done on the
 25 glare of the hearing officer lights, is just speak

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1 about it, and then send me an e-mail saying how
 2 much time you've agreed to. I'm sure that
 3 whatever time you want, we can just accommodate
 4 you. That will be fine.
 5 MR. ROBINSON: That would be fine with me.
 6 We'll talk off-line?
 7 MS. IAFRATE: Sounds good to me.
 8 MR. ROBINSON: Okay.
 9 HEARING OFFICER MARCACCIO: Do you have a
 10 copy of everything?
 11 THE REPORTER: Can I place your transcript
 12 orders on the record?
 13 MS. IAFRATE: We'll take one.
 14 MR. ROBINSON: Yes, we'll take a copy.
 15 Bill separately.
 16 (HEARING CONCLUDED AT 11:14 A.M.)

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1 C-E-R-T-I-F-I-C-A-T-I-O-N
 2 STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 3 PROVIDENCE, SC.
 4 I, SALLY BRASSARD, do hereby certify that
 5 the foregoing is a true, accurate, and complete
 6 transcript of my notes taken of the above-entitled
 7 proceeding.
 8 IN WITNESS WHEREOF, I have hereunto set my
 9 hand this 25th day of September, 2017.

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Sally Brassard
Notary Public



SALLY BRASSARD, CSR/RPR
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1/16/21

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STATE OF RHODE ISLAND
PROVIDENCE, SC.

FAMILY COURT

JUDITH A. PALUMBO

VS.

F.C. NO. P10-2064

RUDOLPH J. PALUMBO

QUALIFIED DOMESTIC RELATIONS ORDER

This action having been filed pursuant to Title 15, Chapter 5 of the General Laws of the State of Rhode Island for the divorce of the parties, and the Court desiring to effect a division of certain marital property between the parties:

NOW THEREFORE, in accordance with Section 15-5-16.1 of said chapter, it is

ORDERED, ADJUDGED AND DECREED, that such division of marital property be implemented in accordance with the following:

1. The Plaintiff is a retired employee of the Johnston School Department, and a retiree in the Employee's Retirement System of Rhode Island (hereinafter referred to as the "Plan").
2. The last known mailing address of the Participant:
 - Rudolph J. Palumbo
 - [REDACTED]
 - Johnston, RI 02919
 - DOB: [REDACTED]
 - Social Security No. [REDACTED]
3. The last known mailing address of the Alternate Payee:
 - Judith A. Palumbo
 - [REDACTED]
 - Johnston, RI 02919
 - DOB: [REDACTED]
 - Social Security No. [REDACTED]
4. The name of the Plan Administrator:
 - Employees' Retirement System of Rhode Island
 - 40 Fountain Street
 - Providence, RI 02903
 - (401) 457-3900

TRUE COPY ATTEST

ADMINISTRATOR CLERK

[Handwritten Signature]

Petitioner's Exhibit 1

NOTICE

It shall be the responsibility of the Participant and the Alternate Payee to advise the Employees' Retirement System of Rhode Island of any change of the address stated herein.

MARITAL TERM

The Participant and the Alternate Payee were married on June 17, 1967. The marriage was dissolved and a Judgment of Divorce was entered by this Honorable Court on March 2011. For purposes of this Order, the "Marital Term" is the Participant's date of hire through the participant's date of retirement. All pension benefits which are the subject of this Qualified Domestic Relations Order were accrued during the Marital Term as herein defined and are deemed to be part of the marital assets.

The Court finds that a portion of the Participant's accrued benefits in the Employees' Retirement System (hereinafter referred to as the "Plan") are attributable to the participation in the Plan during the Participant's marriage to the Alternate Payee, and therefore, such portion of the accrued benefits are part of the marital property of the Participant and Alternate Payee.

Accordingly, it is hereby ordered that:

PENSION BENEFIT

Fifty percent (50%) of the Participant's accrued benefits in the Plan based on the Participant's entire working career is to be paid to the Alternate Payee as of the date the Order is received by the Employees' Retirement System of Rhode Island subject to the rules governing the Plan. The Alternate Payee's benefit shall be calculated as if Participant had retired on the date of actual retirement and had elected the **MaximumSRA Plus Plan**.

COST OF LIVING ADJUSTMENT

Alternate Payee shall be entitled to a proportionate share of the amount accrued during the marital term of any future cost of living adjustments at such time and in such manner as permitted by and subject to the rules governing the Plan and any other applicable rules or regulations.

DEATH BENEFIT

In the event that the Participant dies before or after receiving his/her pension, the Alternate Payee shall then be treated as a beneficiary of the death benefit. The Alternate Payee, as beneficiary of the death benefit, shall receive an amount equal to One Hundred Percent (100%) of the death benefit accrued during the marital term. The participant shall execute and all forms necessary to list the Alternate Payee as the Death Benefit Beneficiary and submit those forms along with this Order. This benefit is payable pursuant to R.I.G.L. §§36-10-21 and 36-10-23 and is not an annuity benefit.

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Rudolph J. Palumbo

The Participant shall list the Alternate Payee as a Death Benefit Beneficiary for an amount not less than his/her proportional marital share earned during the marital term. The Participant shall execute any and all forms necessary to list the alternate payee as the death benefit beneficiary for an amount not less than his/her proportional marital portion earned during the marital term.

ACTIONS BY PARTICIPANT

The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, the Participant shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of Participant's actions or inactions and to the extent of Alternate Payee's full entitlements hereunder.

The Participant shall complete all documents necessary to facilitate said designations in an expedited manner.

CONTINUED JURISDICTION

The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further Orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein, including the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of alimony, if necessary, in the event that Participant fails to comply with the provisions contained above requiring said payments to Alternate Payee.

GENERAL

In the event the Participant receives any return and/or refund of his accumulated contributions and interest, if applicable, prior to his/her retirement or death, the Alternate Payee shall receive an amount equal to his proportional share of the monies contributed during the marital term. The Participant hereby represents and warrants that his interest in the Plan referred to herein is not subject to another order previously determined to be a Domestic Relations Order or to any type of assignment whatsoever.

The Participant, the Alternate Payee and the Court intend this Order to be a Qualified Domestic Relations Order under the said Retirement Equity Act of 1984, Public Law No. 98397 and Section 414(p) of the Internal Revenue Code, as amended, and pursuant to the Rhode Island and State Domestic Relations Laws.

TRUE COPY ATTEST

ADMINISTRATOR CLERK



APPROVED:

Paul Jansnik
Plan Administrator - ERSRI

ENTERED as a Decree of this Court on the 14th day of March, 20 11

PER ORDER:

[Signature]

ENTER:

John Cappello
Clerk 3/14/11

Presented By:

[Signature]
John Cappello (#7509)
Law Offices of George M. Cappello, Ltd.
942 Park Avenue
Cranston, RI 02910
Tel: (401) 941-1010
Fax: (401) 781-7111
E-mail: john@cappelolaw.com

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38 Frances Drive • Cranston, RI 02920

Steven Giarrusso
401-942-5223

Natural Gas Service/Master 2 License #00006918

Servicing All Your Gas Appliances, Boilers, Water Heaters, Ranges, Etc.

[Redacted]

cell

Date 3-28-11

Name Rudolph Palumbo

[Redacted]

Apt.# _____

Johnston

[Redacted]

Description:

*Installed new Boiler, tied in
gas, water, L.W.C.O., vent, electric
pneumatic switch, Fixed & Checked.
A11 set
Complete*

Paid in full

20 yrs. service experience
with Providence Gas Co.

Premium	
Parts	
Tax	
Labor	
TOTAL	<i>3,450.00</i>

Time In: _____ Time Out: _____

Customer Signature _____

Warranty - 30 days labor • 90 days parts



SPECIAL SERVICES CUSTOMER INVOICE

Store 4282 SMITHFIELD
371 PUTNAM PIKE
SMITHFIELD, RI 02917

Phone: (401) 233-4204
Salesperson: RWG074
Reviewer:

Page 1 of 3 **No. 4282-164056**

VALIDATION AREA
SALE 22 NHH9AK 05:14 PM
CUSTOMER AGREEMENT # 164056
RECALL AMOUNT 2107.00
SALES TAX 147.49
TOTAL 2,254.49
TA

This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.

SOLD TO

Name: **PALUMBO RUDOLPH** Home Phone: [REDACTED]
Address: [REDACTED] Work Phone: [REDACTED]
City: JOHNSTON Company Name: [REDACTED]
State: RI Zip: 02919 County: PROVIDENCE Job Description: 04/09 RTS FWO6068W

QUOTE is valid for this date: 04/12/2011

VENDOR DIRECT SHIP #1 MERCHANDISE AND SERVICE SUMMARY

TO: CUSTOMER

We reserve the right to limit the quantities of merchandise sold to customers

S/O - MERCHANDISE TO BE SHIPPED: S/O ANDERSEN LOGISTICS REF # S01 ESTIMATED ARRIVAL DATE: 05/10/2011

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
S0101	107-865	1.00	EA	FWO6068 / <> 5' 11 1/4" X 6' 7 1/2" - D, R.O. 6' 0 / FWO6068 (#1) <> FWO6068 UNIT, APLR HANDING, WHITE/CLEAR PINE, HIGH PERFORMANCE LOW E4 TEMPERED GLASS 2575332	Y	\$1,568.97	\$1,568.97
S0102	107-865	2.00	EA	NA / GRILLES-FWH3168, GRILLE, INTERIOR, REMOV / *ATT TO (#1)*FWH3168, GRILLE, INTERIOR, REMOVABLE, WHITE/MAPLE, COLONIAL, 3W5H, 7/8", ROMAN OGEE 2576106	Y	\$57.33	\$114.66
S0103	107-865	1.00	EA	NA / HARDWARE-HARDWARE TRIM SET, FWH/FWO, ACT / *ATT TO (#1)*HARDWARE TRIM SET, FWH/FWO, ACTIVE/PASSIVE, NEWBURY - BRIGHT BRASS 2577544	Y	\$283.62	\$283.62
S0104	107-865	1.00	EA	NA / SILLSUPPORT-PD60, SUPPORT, SILL, ALUMINU / *ATT TO (#1)*PD60, SUPPORT, SILL, ALUMINUM (NEUTRAL GRAY) 1997057	Y	\$14.75	\$14.75
S01FR	811-843	1.00		S/O FREIGHT SKU 030	Y	\$125.00	\$125.00

VENDOR - SPECIAL INSTRUCTIONS: 15.0.1::

NOT VALID FOR

Check your current order status online at www.homedepot.com/orderstatus



SPECIAL SERVICES CUSTOMER INVOICE - Continued

Last Name: PALUMBO

Page 2 of 3

No. [REDACTED]

VENDOR DIRECT SHIP #1 (Continued)		TO: CUSTOMER	
VENDOR WILL SHIP MDSE TO:		RUDOLPH PALUMBO	
ADDRESS: [REDACTED]		CITY: JOHNSTON	
STATE: RI	ZIP: 02919	COUNTY: PROVIDENCE	SALES TAX RATE: 7.000
PHONE: [REDACTED]	ALTERNATE PHONE:	MERCHANDISE TOTAL:	\$2,107.00
			PAGER: (0) 0

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES		END OF VENDOR DIRECT SHIP	
		ORDER TOTAL	\$2,107.00
		SALES TAX	\$147.49
		TOTAL	\$2,254.49
		BALANCE DUE	\$2,254.49
END OF ORDER No. [REDACTED]			



More saving
More doing.

371 PUTNAM PIKE
SMITHFIELD, RI 02917 (401)233-4204

4282 00020 21327 04/12/11 05:14 PM
CASHIER NICOLE - NMM9AK

CUSTOMER AGREEMENT # 164056
RECALL AMOUNT 2107.00

SALES TAX 147.49
TOTAL \$2,254.49

XXXXXXXXXXXX
AUTH CODE [REDACTED] 2,254.49
TA



THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

GUARANTEED LOW PRICES
LOOK FOR HUNDREDS OF
LOWER PRICES STOREWIDE

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

¡PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

¡Comparta Su Opinión! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/opinion



No. [Redacted]

The Home Depot Special Services Will Call/Direct Ship/Delivery

Returns: Except where prohibited by law, all returned Special Order Merchandise is subject to a fifteen percent (15%) restocking fee. Custom made goods are not returnable.

Will Call: The Home Depot Store will call the number provided on the Invoice when Order is available. A Will Call held at the Store for over thirty (30) days shall be subject to the abandoned property laws in your state.

Direct Ship: Direct Ship merchandise will be sent by the vendor and/or manufacturer to the address on the Invoice.

Delivery: Home Depot shall arrange for its Delivery Agent to deliver the Order to the address identified on the Invoice pursuant to the following terms and conditions:

Roads Notice: The delivery address must be accessible by vehicle over roads and bridges rated to handle up to and including (40) forty ton loads. If any portion of Delivery Agent's route must traverse a section of road that is not rated to handle a forty ton load or heavier, Customer will be responsible for seeking a waiver, at Customer's expense, from the appropriate governmental authority. If Customer is unable to obtain a waiver, delivery service will not be available to the delivery address.

Unattended Drop: If Customer will not be present to accept the delivery, and the delivery can be left unattended, Please indicate by initialing below:

_____ By initialing here, I authorize Delivery Agent to leave the merchandise unattended following delivery and accept full responsibility for any resulting loss of, or damage to, the merchandise.

Curbside Deliveries Only: You are purchasing merchandise that has been designated by Home Depot for **curbside delivery** only. Your purchase **does not** include delivery beyond curbside, on-premise or in-house ("Additional Services") or the installation/hook-up of merchandise ("Non-included Installation Services"), and Home Depot has not authorized its Home Depot Delivery Agent ("Delivery Agent") to perform such Additional Services or Non-included Installation Services. In the event you request, and Delivery Agent agrees to perform, Additional Services and/or Non-included Installation Services, YOU ASSUME THE RISK OF, AND FULL LIABILITY FOR, ANY RESULTING PERSONAL INJURY, DAMAGE TO PROPERTY, OR DAMAGE TO MERCHANDISE. Also, any Non-included Installation Services shall void any express or implied warranty provided by Home Depot and may void the manufacturer's warranty on the merchandise so installed. **By signing below, you acknowledge that you have read and fully understand the terms of this waiver and release, and you intend it to be a complete and unconditional release of all liability in regard to any requested Additional Services and/or Non-included Installation Services.**

Accepted by:

X
Customer's Signature

04/12/2011
Date

No. [Redacted]

①

Verizon Phone Bill

\$ 15.36 per month

National Grid - Electric per month

\$ 27.00 - \$ 70.00 - seasonal adjustment

National Grid - Gas Heat - per month

\$ 35.00 - \$ 85.00 seasonal adjustment

Home Equity -

\$ 20.00 per month

House Taxes : Town of Johnston

\$ 2,591.70 per year

Car Taxes : Town of Johnston

\$ 62.52 per year

House Insurance : Liberty Mutual Ins. Co.

\$ 1,034.00 per year

Car Insurance : Liberty Mutual Ins. Co.

\$ 1,050.00 per year

Petitioner's 3

②

Medicare Premiums - \$134.00 per month
 (minus \$67.10 S.S. Benefit) \$902.80 per year

Blue Cross H.M.O. - \$152.40 per year
\$12.70 per month

Water Bill :

\$18.00 - \$22.00 per month

Cox Cable

\$78.42 per month - Rudy Pays

A.A.A. Motor Club

\$83.00 per year - Rudy Pays

Medical Expenses - \$20.00 Co Pay on
 X-Ray
 Lab Work } \$60.00 so far this year
 Diagnostic Tests }

Qualify for Extra Help with medications :
\$20.00 so far this year

3

General Car Maintenance:

Repairs — depends	} \$120.00 per year
Gas	
Inspection	
<u>Oil changes</u>	

General Home Maintenance & Up Keep:

Lawn Care Products	} \$500.00 per year
Paint	
<u>Driveway Sealer</u>	

Food:

\$200.00 per month

OAS/ VB M1

Social Security Administration

Retirement, Survivors, and Disability Insurance

Important Information

Northeastern Program
Service Center
1 Jamaica Center Plaza
Jamaica, New York 11432-3898
Date: December 25, 2016
Claim Number: 037-28-8474 B6

[REDACTED]
0002917 00002917 1 AB .399 1220MECTRIPI T13 P2

JUDITH A PALUMBO

[REDACTED]
JOHNSTON RI 02919-1331

We are writing to give you new information about the wife's benefits which you receive on this Social Security record.

Your Benefits

Based on the recent cost of living increase, your monthly benefit amount increased to \$67.10 effective December 2016 and your monthly supplemental medical insurance premium is \$134.00.

Since your monthly benefit amount is less than your supplemental medical insurance premium amount, we will withhold your monthly benefits to pay for part of your medical insurance premium. The difference between the premiums you owe for January 2017 through December 2017 and your monthly benefit amount for December 2016 through November 2017 is \$802.80.

We will continue to bill you on a yearly basis as long as your monthly benefit is lower than the monthly medical insurance premium.

Suspect Social Security Fraud?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

If You Have Questions

We invite you to visit our website at www.socialsecurity.gov on the Internet to find general information about Social Security. If you have any specific questions, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 1-877-402-0808. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY number, 1-800-325-0778.

SEE NEXT PAGE

B6

Page 3

**NOTICE OF MEDICARE PREMIUM PAYMENT DUE
CENTERS FOR MEDICARE & MEDICAID SERVICES**

7/22/17

BILLING DATE: December 25, 2016

MEDICAL PREMIUMS FOR PERIOD ENDING December 2017

CURRENT AMOUNT DUE \$802.80

PAYMENT DUE BY October 20, 2017

888
\$802.80

Pd.



- Return the bottom portion of this notice with your payment and use the enclosed envelope to mail your payment.
- You must pay by check or money order. Show the claim number at the top of your check or money order. Make the check or money order payable to: CMS MEDICARE INSURANCE.
- If you have changed your address, be sure to write your new address in the space provided below.
- If you should have any questions concerning this Notice of Medicare Premium Payment Due, please write or visit any Social Security Office.

16022917* 0202QJHO1001253* CTR1PI 161220 00000000000001

500 Exchange Street
Providence, RI 02903-2699

Electronic Service Requested

BRE
201701170132



Blue Cross
Blue Shield
of Rhode Island



22761 0.5184 AV 0.373 5-DIGIT 02919

JUDITH A PALUMBO

JOHNSTON, RI 02919-1331

58

INVOICE NUMBER: 170160023634
SUBSCRIBER ID: [REDACTED]
GROUP NUMBER: 00000MCA
DATE PREPARED: 01/16/2017
COVERAGE PERIOD: 02/01/2017 - 02/28/2017

SUMMARY OF PAYMENT DUE

	DATE	AMOUNT
Prior amount billed	12-15-2016	12.70
Payments received/adjustments	01-04-2017	-139.70
Balance forward		12.70
Total amount for coverage period		12.70
TOTAL AMOUNT DUE BY	02-01-2017	TOTAL AMOUNT DUE -127.00

\$152.40 per year

TOTAL AMOUNT FOR COVERAGE PERIOD

	CURRENT	PREVIOUS	AMOUNT
BlueCHiP for Medicare Value (HMO-POS)	12.70	0.00	12.70
Late Enrollment Penalty	0.00	0.00	0.00
TOTAL AMOUNT FOR COVERAGE PERIOD	12.70	0.00	12.70

You can reach Customer Service at (401) 277-2958 or 1-800-267-0439 or TTY/TDD (Telecommunication Device for the Deaf) users should call 711. BlueCHiP for Medicare Customer Service is open October 1 - February 14, seven days a week, 8:00 a.m. to 8:00 p.m.; February 15 - September 30, we are open Monday through Friday, 8:00 a.m. to 8.00 p.m. An automated answering system is available outside of these hours.

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association

-----DETACH-----DETACH-----DETACH-----

JUDITH A PALUMBO
JOHNSTON, RI 02919-1331

SUBSCRIBER ID: [REDACTED]
GROUP NUMBER: 00000MCA
SUBGROUP NUMBER: 0001

Please include your Subscriber ID on your check.

Please pay this amount: -127.00

Please make check payable to:
Blue Cross & Blue Shield of Rhode Island

Indicate amount of your payment: \$ _____

Blue Cross & Blue Shield of Rhode Island
P.O. Box 1057
Providence, RI 02901

BLBILD P2

444480104868500000MCA-127.00

500 Exchange Street
Providence, RI 02903-2699



Forwarding Service Requested

BRE
201708160133

25468 0.5184 SP 0.500 SINGLE PIECE

JUDITH A PALUMBO
JOHNSTON, RI 02919-1331

51 INVOICE NUMBER: 172270023727
SUBSCRIBER ID: [REDACTED]
GROUP NUMBER: 00000MCA
DATE PREPARED: 08/15/2017
COVERAGE PERIOD: 09/01/2017 - 09/30/2017

PD

SUMMARY OF PAYMENT DUE

	DATE	AMOUNT
Prior amount billed	07-17-2017	-50.80
Payments received/adjustments		0.00
Balance forward		-50.80
Total amount for coverage period		12.70
TOTAL AMOUNT DUE BY	09-01-2017	TOTAL AMOUNT DUE
		-38.10

TOTAL AMOUNT FOR COVERAGE PERIOD

	CURRENT	PREVIOUS	AMOUNT
BlueCHiP for Medicare Value (HMO-POS)	12.70	0.00	12.70
Late Enrollment Penalty	0.00	0.00	0.00
TOTAL AMOUNT FOR COVERAGE PERIOD	12.70	0.00	12.70

You can reach Customer Service at (401) 277-2958 or 1-800-267-0439 or TTY/TDD (Telecommunication Device for the Deaf) users should call 711. BlueCHiP for Medicare Customer Service is open October 1 - February 14, seven days a week, 8:00 a.m. to 8:00 p.m.; February 15 - September 30, we are open Monday through Friday, 8:00 a.m. to 8.00 p.m. An automated answering system is available outside of these hours.

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association

-----DETACH-----DETACH-----DETACH-----

JUDITH A PALUMBO
JOHNSTON, RI 02919-1331

SUBSCRIBER ID: [REDACTED]
GROUP NUMBER: 00000MCA
SUBGROUP NUMBER: 0001

Please include your Subscriber ID on your check.

Please pay this amount: -38.10

Please make check payable to:
Blue Cross & Blue Shield of Rhode Island

Blue Cross & Blue Shield of Rhode Island
P.O. Box 1057
Providence, RI 02901

Indicate amount of your payment: \$ _____

BLBILD P2

444480104868500000MCA-38.10



ROP18P
PO Box 7000
Providence RI 02940



1-800-708-6680

Call anytime for account information,
current rates and answers to your questions.

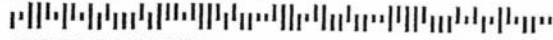
EQUITY LINE OF
CREDIT STATEMENT

Page 1

Closing Date

JULY 19, 2017

AB 01 001829 04530 B 6 A



JUDITH PALUMBO

JOHNSTON, RI 02919-1331

SUMMARY

Account Number
Credit Limit
Available Credit
Days in Billing Cycle
Average Daily Balance
Daily Periodic Rate

ANNUAL PERCENTAGE RATE
INTEREST CHARGE

New Principal Balance
Current Payment Due
Past Due Amount
Total Late Fees Due
Minimum Payment Due
Payment Due Date

08/15/17

BALANCE SUMMARY

Previous Total Balance	- Payments/Credits	+ Advances	+ Interest Charge	+ Insurance	+ Fees	= New Total Balance
[REDACTED]	20.00	0.00	3.30	0.00	0.00	[REDACTED]

TRANSACTION DETAIL

Date	Description	Check No.	Amount	Principal Balance
07/15/17	AUTOMATIC PAYMENT		20.00	[REDACTED]

FEES

TOTAL FEES FOR THIS PERIOD

Handwritten: \$ 20.00
8/15/17
0.00
Auto

AS REQUESTED, ON DUE DATE

(Details continued on next page)
\$20.00 WILL BE DEDUCTED FROM ACCT ENDING 3257

IF YOU HAVE ANY QUESTIONS ABOUT YOUR STATEMENT OR HAVE BEEN RECENTLY CALLED FOR ACTIVE MILITARY DUTY, PLEASE CALL OUR 24-HOUR CONTACT CENTER AT 1-800-708-6680. THANK YOU FOR BANKING WITH CITIZENS.

Please see reverse side for important information, then detach here and return the bottom portion with your check payable to Citizens Bank.

JUDITH PALUMBO

JOHNSTON, RI 02919-1331

EQUITY LINE OF CREDIT

Account Number
Payment Due Date 08/15/17
Minimum Payment Due 20.00
Amount Enclosed \$ 20.00

Check this box if your address or personal information has changed and complete the form on the reverse side.



Citizens Bank
P.O. Box 42008
Providence, RI 02940-2008

JOHNSTON

1016 TAX ASSESSMENT 01/25/2015

TAX RATE:	Real	MV	Tangible	%
School	14.670	22.130	31.870	53.38
Town	12.820	19.330	27.840	46.62
Overall	27.490	41.460	59.710	100.00%

REMIT TAX PAYMENT TO:
 TOWN OF JOHNSTON
 TAX COLLECTOR
 1385 HARTFORD AVE
 JOHNSTON RI 02919

Account Number [REDACTED]

IMPORTANT INFORMATION ON BACK OF BILL
THANK YOU

[REDACTED]

PALUMBO JUDITH

[REDACTED]
JOHNSTON RI 02919-1331

House Taxes

FIRST QUARTER PAYMENT DUE 08/01/2016.
 MAYOR JOSEPH M. POLISENA HAS EXTENDED
 THE GRACE PERIOD FOR THE FIRST QUARTER
 TO 08/24/2016.

55-55 at [REDACTED]			
EXEMPTION : Homestead Exemption 20%			
EXEMPTION : Sr. Citizen			
		\$163,300	\$4,489.12
		\$-32,660	\$-897.82
		\$-40,000	\$-1,099.60
		Total Tax	\$2,491.70

*Per in full
 2/19/2017
 \$622.92
 first payment*

Check balance and pay on-line at : www.RiGov.com
 Your Account number is : 16-0605-00
 PIN # to access your account is : YCP-CTV



If your taxes are paid by a bank or mortgage company, you must forward this bill to them. This is the only bill being sent.

TAX RATE:	Real	MV	Tangible	%
School	14.670	22.130	31.870	53.38
Town	12.820	19.330	27.840	46.62
Overall	27.490	41.460	59.710	100.00%

REMIT TAX PAYMENT TO:
TOWN OF JOHNSTON
TAX COLLECTOR
1385 HARTFORD AVE
JOHNSTON RI 02919

Account Number 46-0069-50

IMPORTANT INFORMATION ON BACK OF BILL

THANK YOU

PALUMBO JUDITH A

JOHNSTON RI 02919-1331

*Paid in full
5/1/16
#775 \$62.52*

Auto Taxes

**FIRST QUARTER PAYMENT DUE 08/01/2016.
MAYOR JOSEPH M. POLISENA HAS EXTENDED
THE GRACE PERIOD FOR THE FIRST QUARTER
TO 08/24/2016.**

CURRENT TAX BILL

Description	Full Value	Days	Prorated Value	Personal Exemption	State Exemption	Hold Harmless	Taxable Valuation	Annual Tax
2002 HOND UCL [REDACTED]	4075	365	4075		500	2067	\$1,508	\$62.52



Check balance and pay on-line at : www.RIeGov.com
Your Account number is : **46-0069-50**
PIN # to access your account is : **HTD-TRD**

Total Exemptions 0 Total Current Tax Bill \$62.52

**Motor Vehicle Assessment values are established by the State of Rhode Island -
Not the Town of Johnston (Pursuant to Section 44-34-11 of the general laws of RI)**

nationalgrid

JOHNSTON RI 02919

May 16, 2017 to Jun 15, 2017

ACCOUNT NUMBER

PLEASE PAY BY

AMOUNT DUE

Jul 12, 2017

\$ 32.05

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:
 Loadzone: Rhode Island
 Acct No: 39768-24015 Cycle: 12, PALU

Electric Usage History

Month	kWh	Month	kWh
Jun 16	119	Jan 17	136
Jul 16	215	Feb 17	141
Aug 16	398	Mar 17	127
Sep 16	238	Apr 17	123
Oct 16	107	May 17	121
Nov 16	123	Jun 17	159
Dec 16	126		

DETAIL OF CURRENT CHARGES

Delivery Services

Service Period	No. of days	Current Reading	Previous Reading	=	Total Usage
May 16 - Jun 15	30	43970 Actual	43811 Actual		159 kWh

METER NUMBER [REDACTED] NEXT SCHEDULED READ DATE ON OR ABOUT Jul 18

RATE: Basic Residential Rate A-16

Customer Charge			5.00
LIHEAP Enhancement Charge			0.81
Distribution Energy Chg	0.04268 x 159 kWh		6.79
Energy Efficiency Prgms	0.01154 x 159 kWh		1.83
Renewable Egy Dist Chg	0.00677 x 159 kWh		1.08
Transmission Charge	0.03179 x 159 kWh		5.05
Transition Charge	0.00057 x 159 kWh		0.09
RE Growth Program			0.22
Total Delivery Services			\$ 20.87

Right To Dispute Your Bill And To An Impartial Hearing

If you believe your bill is inaccurate or for any reason payment may be withheld, you should first contact our Customer Service Department at 1-800-322-3223. If a mutually satisfactory settlement of this matter cannot be made, you have the right to submit this matter to: Reviewing Officer, Division of Public Utilities and Carriers, 89 Jefferson Blvd., Warwick, Rhode Island 02888. Telephone: 401-780-9700. National Grid will not disconnect your service pending proceedings before a reviewing officer appointed by the Public Utilities Administrator.

Supply Services

SUPPLIER: National Grid

Energy Charge	0.06228 x 159 kWh	9.90
Total Supply Services		\$ 9.90

Other Charges/Adjustments

Gross Earnings Tax	0.04166667 x 30.77	1.28
Total Other Charges/Adjustments		\$ 1.28

LIHEAP Charge

This charge is required under Rhode

Electric Bill



100

ACCOUNT NUMBER [REDACTED] PLEASE PAY BY Mar 10, 2017 AMOUNT DUE \$ 168.33

NATURAL GAS BILL

www.nationalgridus.com
 CUSTOMER SERVICE
 1-800-322-3223
 CREDIT DEPARTMENT
 1-888-211-1313
 GAS EMERGENCIES
 1-800-640-1595
 POWER OUTAGE OR DOWNED LINE
 1-800-465-1212
 CORRESPONDENCE ADDRESS
 PO Box 960
 Northborough, MA 01532-0960
 PAYMENT ADDRESS
 PO Box 11739
 Newark, NJ 07101-4739
 DATE BILL ISSUED
 Feb 14, 2017

ACCOUNT BALANCE

Previous Balance		165.17
Payment Received on FEB 1 (Check)	THANK YOU	- 165.17
Current Charges		+ 168.33
Amount Due		\$ 168.33

SUMMARY OF CURRENT CHARGES

	DELIVERY SERVICES	SUPPLY SERVICES	OTHER CHARGES/ADJUSTMENTS	TOTAL
Gas Service	100.51	62.77		163.28
Other Charges/Adjustments			5.05	5.05
Total Current Charges	\$ 100.51	\$ 62.77	\$ 5.05	\$ 168.33

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

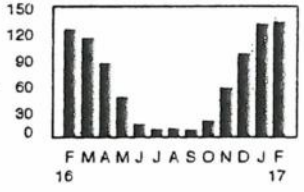
Acct No: [REDACTED] Cycle: 12, PALU

★ Save time and money! Sign up for paperless billing and receive a \$ 0.34 credit on your monthly bill. Visit our website to enroll today.

📌 What is the Energy Efficiency Charge on my bill? This charge funds Energy Efficiency programs that can help consumers lower their energy usage and bills, improve comfort in their homes or businesses, and lower pollutants and carbon emissions in our communities. To learn how to take advantage of these programs and your eligibility, please call 1-866-903-2811 or visit www.ngrid.com/ri-ee.

★ WILL WE BE ABLE TO REACH YOU DURING A POWER OUTAGE?: During a power outage, phones with a direct link to a local phone line are able to operate. Phones that are not directly linked (for example, wireless phones with answering machines) need electricity to make/receive calls. If you would like to register another phone number, such as a cell phone, as your account's primary phone number, please go to www.nationalgrid.com/myaccount to update your information so that we may be able to reach you with important information during power outages.

GAS USAGE HISTORY (Therms)



Daily Averages	Feb 16	Feb 17
Therms		
Cost	\$ 5.39	\$ 5.43

■ Actual □ Estimated

KEEP THIS PORTION FOR YOUR RECORDS.

sent early
 \$ 168.33
 2/27/17
 # 848

Gas Bill

Service Type
 Water Rate \$ 3.044
 Meter Number [REDACTED]
 Meter Size 5/8"

Service Location

[REDACTED]
JOHNSTON RI 02919

Bill To

JUDITH PALUMBO
[REDACTED]

JOHNSTON RI 02919

Billing Questions

(401) 521-5070

Emergency Service

(401) 521-6300

Business Hours

Monday - Friday
8:30 AM - 4:30 PM

Summer Hours

Monday - Friday
8:30 AM - 4:00 PM

Website

www.provwater.com

Conversions

1 CF (cu. ft.) = 7.48 Gallons

1 HCF = 100 CF = 748 Gallons

Bill Date
Usage Period

Per Month

9/15/2016
8/5/2016 - 09/07/2016

Previous Bill \$ 16.04
 Payment Received -\$ 16.04
Balance \$ 0.00

Current Charges

Consumption Charge	HCF	Rate	
	2.99	\$ 3.044	\$ 9.10
Service Charge(s)	Days	Daily Rate	
	33	\$ 0.263	\$ 8.68
RI Water Fund Charge	HCF	Rate	
	2.99	\$ 0.21842	\$ 0.65
Total Current Charges			\$ 18.43
Total Due			\$ 18.43

Interest of 1% per month will be charged on payments received 30 days after the billing date.

\$ 18.43 9/22/16
785

Follow us on Twitter: www.twitter.com/provwater

Water Bill

Account Number: [REDACTED]
Bill Date: July 28, 2017

- Via the My Fios app
- Online at verizon.com/PayOnline

Account Summary

Previous Period

Previous Balance	15.36
No Payment Received	.00
Balance Forward	\$15.36

**This invoice may not reflect payments received after 7/28.
\$15.36 is outstanding but not due until 8/9.**

Charges

Services & Equipment	12.97	6/29 - 7/28
Your One-Time Activities	.21	
Fees & Other Charges	2.40	
Charges Due by September 11	\$15.58	

Total Due \$30.94

To avoid a late payment charge of 1% on your total due, full payment must be received before September 11, 2017.

Your new charges are due by 9/11; however payments received after 8/28 may not be reflected on your next invoice.

★ Offers & benefits

Own a business?

If you own a small business, we have solutions for you. Verizon products, support and reliability make Verizon the best choice for small business owners. We can help your small business today and well into the future. For more info visit verizon.com/ForMyBusiness.

Moving?

Give us a call and ask about Fios availability at your new address. We make moving your service easy and convenient to accommodate your busy schedule. Visit verizon.com/Move or call 1.866.302.4914 for more information.

*Sept Bill
↓
sent
early*

*\$ 15.58
900
8/27/17*

Phone Bill

Return only this stub with your payment. We will not review or honor other written notifications. Visit verizon.com.



Policy Declarations

A summary of your auto insurance coverage

Thank you for insuring with us.

Your declarations are effective as of 11/29/2016.



INSURANCE INFORMATION

Named Insured: Judith Palumbo

Policy Number: [REDACTED]

Policy Period: 11/29/2016-11/29/2017 12:01 AM
standard time at the address of the
Named Insured as stated below.

Mailing Address: [REDACTED]

Affinity Affiliation: Rhode Island Federtion of
Teachers



ACTION REQUIRED:

Please review and keep for your records.



QUESTIONS ABOUT YOUR POLICY?

By Phone
For Service:
1-800-225-8285

Liberty Mutual
PO Box 970
Mishawaka IN 46546

Visit us online
LibertyMutual.com



GO PAPERLESS

Manage your policy 24/7
on eService
LibertyMutual.com/register

Vehicles Covered by Your Policy

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2002	HONDA	CIVIC	[REDACTED]

Coverage Details

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

Coverage Information

Total Annual Policy Premium :	\$1,050.00
Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.	

To report a claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/claims

**THIS IS NOT YOUR
AUTO INSURANCE BILL.
YOU WILL BE BILLED
SEPARATELY.**

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
			VEH 1
A. Liability			
Bodily Injury	[REDACTED] Each Person		\$544
	[REDACTED] Each Accident		
Property Damage	[REDACTED] Each Accident		\$410
B. Medical Payments			
	\$ [REDACTED] Each Person		\$8
C. Uninsured Motorists			
Uninsured Motorists	[REDACTED] Each Person		\$87
Bodily Injury	[REDACTED] Each Accident		
Property Damage	[REDACTED] Each Accident		
RI Fraud Bureau Surcharge:			\$1
Annual Premium Per Vehicle:			\$1,050

Car Insurance

008510
LIBERTY MUTUAL GROUP
P.O. BOX 970
MISHAWAKA IN 46546



Liberty Mutual.
INSURANCE

Please do not send payments to the address above

JUDITH PALUMBO
[REDACTED]
JOHNSTON RI 02919-1331



Did You Know?

Lighting accounts for about 15% of your home's electricity use on average.

Judith, thank you for being our valued customer since 2012!

THIS IS YOUR HOME INSURANCE BILL AS OF OCT 31, 2016

INSURANCE INFORMATION

Policy Number:	[REDACTED]
Policy Period:	November 29, 2016 - November 29, 2017
Bill Frequency:	Pay in Two
Property Insured:	[REDACTED]
	JOHNSTON, RI 02919-1331

QUESTIONS

Questions Regarding Your Policy or Bill?
1-800-225-8285

Want to Pay Online?
Visit: LibertyMutual.com/service

Need to Report a Claim?
1-800-2CLAIMS (1-800-225-2467)


BILLING DETAILS

Renewal Premium	\$1,034.00
Payment Activity	[REDACTED]
Payments Received	\$0.00
Installment Charge	\$5.00
Policy Balance	\$1,034.00
Current Amount Due By 11/20/16	\$522.00

*11/11/16
809
\$ 1,034.00
Pd. in full for year*

SAVE TIME & MONEY

Save on installment charges by signing up for electronic funds transfer payments. Simply sign the authorization and return the stub below with your payment.



Make a Payment Now With Your Mobile Device

To get started, scan the code on the left and follow the simple instructions

A code scanner is available from your app store

House Ins.

PLEASE DETACH AND RETURN THE ENTIRE BOTTOM PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED.



(NOT FOR PAYMENTS)
PO BOX 1259
DEPT. # 102426
OAKS, PA 19456
6400 0060 NO RP 10 07122017 NNNNNNNY 01 002804 0012
RUDY PALUMBO
[REDACTED]
JOHNSTON RI 02919-1331



Page 1 of 4

July 11, 2017

CONTACT US: www.cdx.com/mybill
 401-383-2000

Account Number [REDACTED]
COX PIN [REDACTED]
SERVICE ADDRESS [REDACTED]
Johnston, RI 02919-1331



ACCOUNT SUMMARY as of Jul 11, 2017	
Previous Balance	\$78.42
Payment Received - Jun 23	-\$78.42
Remaining Previous Balance	\$0.00
New Charges: Jul 10, 2017 - Aug 9, 2017	
TV	\$73.15
Taxes, Fees and Surcharges	\$5.27
New Charges	\$78.42
Total Due By Jul 25, 2017	\$78.42

*278.42
7/22/17
887*

Cable Bill





PAYMENT RECEIPT

RUDY PALUMBO
[REDACTED]
JOHNSTON, RI 02919-1331

MEMBERSHIP [REDACTED]
EXPIRATION DATE: 11/01/2018

Payment Date: 10/4/2016

Payment Type: Check

<u>MEMBERSHIP ID</u>	<u>MEMBER NAME</u>	<u>COMPONENT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
[REDACTED]	RUDY PALUMBO	Basic	RIDER	52.00
[REDACTED]	JUDITH PALUMBO	Safety Fund	DONATION	1.00
		Basic	RIDER	30.00
		Total:		83.00

Employees Retirement System of Rhode Island
 40 Fountain Street
 Providence, Rhode Island 02903-1854
 Telephone: (401) 277-2203 / TDD 521-8980
 In-State Tol! Free: 1-800-752-8088

- Taxes
 - No health needed
 - Direct Deposit

Option Selection Form

Please be aware that the figures shown here are estimates only and have been prepared at your request in order to help you determine which option you wish to receive upon retirement. Your final pension amount may vary slightly as it will be computed after verification of your Final Average Salary.

9/6/97
 per
 retiree

Name: Rudolph Palumbo	Social Security Number: [REDACTED]	Phone Number: [REDACTED]
Three-Year Average Salary: \$49689³⁰	Retirement Date: June 1997	
Years of Service: 28 yrs 6 mos 61.5%	Birthdate: [REDACTED]	

Judith Palumbo (Spouse) [REDACTED]

Option Selection. Please check one.	Retiree	Beneficiary upon your death
<input type="checkbox"/> Service Retirement Allowance	# 30558/yr	ZERO
<input type="checkbox"/> Option One	# 23835/yr	# 23835/yr
<input type="checkbox"/> Option Two	# 26891/yr	# 13445/yr
<input checked="" type="checkbox"/> SRA Plus (Social Security Option) Retirement Allowance until age 62 (Reduction at age 62) Retirement Allowance at age 62	# 38622/yr # 48923/yr - 16300 # 32123/yr	ZERO

Survivor Benefits
 \$1000/mo
 @ age 60 +
 widower

Statement and Signature By Member

I, the undersigned, certify that I understand my rights and benefits as a member of the Employees Retirement System of Rhode Island. I understand that should I elect to receive my retirement allowance under either the Service Retirement Allowance (Maximum Plan) or the Social Security Option that upon my death, the pension benefit will cease and my beneficiary will be entitled to a one-time death benefit only.

Further, I understand that should I choose to receive my retirement allowance under Option One or Option Two that I have the right to change my retirement option provided that I have not divorced my beneficiary at the time of the election. I understand that I may elect to change my option one time only.

Member Signature *Rudolph J. Palumbo* DATE 6/6/97

Joint Exhibit 1

Employees Retirement System of Rhode Island

**40 Fountain Street
Providence, RI 02903-1854
Telephone: (401) 277-2203 FAX: (401) 277-2430**

Survivors Benefits

Upon retirement a member may elect to have his/her contributions refunded in a lump sum, plus interest, or may elect to maintain this coverage during retirement by leaving his/her contributions in the system.

Name Rudolph J. Palumbo	SS# [REDACTED]
Address [REDACTED]	Phone [REDACTED]
City, State, Zip Johnston, R.I.	Date of Retirement June 1997

In accordance with the provisions of Section 16-16-32 of the General Laws of Rhode Island:

Spouse's Benefit

Payable to a spouse who was married to the deceased member at least one (1) year prior to death, with no surviving children under age 18, and

- was living with the member at time of his/her death or
- was receiving regular support from him/her by court order.

A spouse shall be eligible to receive benefits upon attaining age 60.

Remarriage of a spouse shall render him/her ineligible for current or future benefits.

The amount of spousal benefits payable (if the member's highest annual salary was at least \$21,000) is \$700.00 per month.

Family Benefits

Payable to a spouse of a deceased member at time of death of member, provided the spouse:

- has in his/her care a child or children of the deceased member, under the age of 18, or 23 and a full-time student, and
- was living with or receiving regular support by court order from the member at time of his/her death.

Remarriage of a spouse shall render him/her ineligible for current or future benefits.

A former wife, divorced, is eligible for family benefits provided the family benefit conditions stated above are met.

When the youngest child becomes ineligible, the spouse is entitled to receive the spouse's benefits at age 60.

The monthly amount of family benefits payable (if the member's highest annual salary was at least \$21,000) is:

Parent and one child: \$1,050.00	Parent and two or more children: \$1,225.00
----------------------------------	---

Child's Benefit:

Payable to a child or children, including a stepchild or adopted child of a deceased member, at time of death of a member, if the child:

- is unmarried and under the age of 18 or 23 and a full-time student and
- was dependent upon the member, or
- said dependent child, regardless of age, has a disability which began before attainment of age 18.

A child who was neither living with nor receiving more than one-half (1/2) support from the deceased member or who has been adopted by some other individual, shall be ineligible for benefits.

The monthly amount of children benefits payable (if the member's highest annual salary was at least \$21,000) is:

One child alone: \$525.00	Two children alone: \$1,050.00	Three or more children alone: \$1,225.00
---------------------------	--------------------------------	--

Election:

I elect to have my contributions refunded in a lump sum, plus interest.

or

I elect to maintain coverage during retirement by leaving my contributions in the Teachers Survivor Benefit Fund.

Date 6/6/97

Signature of Member Rudolph J. Palumbo

Joint Exhibit 2



Employees' Retirement System of Rhode Island

ERSRI Board:

December 29, 2016

Seth Magaziner
General Treasurer
Chair

William B. Finelli
Vice Chair

Daniel L. Beardsley

Roger P. Boudreau

Mark A. Carruolo

Michael DiBiase

Paul L. Dion

Thomas M. Lambert

John P. Maguire

Marianne F. Monte

Thomas A. Mullaney

Claire M. Newell

Jean Rondeau

Laura Shawhughes

Frank J. Karpinski
Executive Director

Carly Beauvais Iafrate, Esq.
Law Office of Carly Beauvais Iafrate
38 North Court Street
Providence, RI 02903

Dear Attorney Iafrate:

Subject: Request for a Hearing – Judith A. Palumbo

In accordance with Rhode Island General Laws §36-8-3 and the Rules of Practice and Procedures for Hearings, your request for a hearing has been assigned to:

HEARING OFFICER:

Raymond A. Marcaccio, Esq.

Phone: (401) 861-2900

LOCATION:

Employees' Retirement System of Rhode Island

50 Service Avenue, 2nd Floor

Warwick, RI 02886

You should contact the hearing officer to arrange a mutually convenient time to hold the hearing.

An applicant may represent him/her self at this Hearing or the case may be presented by a lawyer. Consistent with Rhode Island General Law §11-27-2, entitled "Practice of law" defined, any person accompanying the applicant who is not a lawyer cannot present the applicant's case to the Hearing Officer.

Should you have any additional questions, please do not hesitate to contact me at (401) 462-7608.

Sincerely,

Roxanne Donoyan
Assistant to the Executive Director

cc: Judith A. Palumbo
Michael P. Robinson, Esq.

Joint Exhibit 3

Law Office of
Carly Beauvais Iafrate

123 Dyer Street, 4th Fl. Providence Rhode Island 02903
Tel. 401-421-0065 Fax 401-421-0964
ciafrate@verizon.net

August 2, 2016

Gayle C. Mambro-Martin, Esq.
Legal Counsel/Policy Analyst
Employees' Retirement System of Rhode Island
50 Service Avenue
Warwick, RI 02886

Re: Eligibility for Teachers' Survivor Benefits – Judith A. Palumbo

Dear Gayle:

I have been hired by Ms. Judith A. Palumbo and her former husband, Mr. Rudolph J. Palumbo to address an eligibility issue concerning Teachers' Survivor Benefits pursuant to G.L. 1956 § 16-16-26. As you may recall, back in September 2015 you had discussions with Attorney Cappello who handled their divorce. I am attaching the e-mail discussion for your convenience. At that time, Attorney Cappello contacted you because Ms. Palumbo's sole source of support is 50 percent of Mr. Palumbo's pension benefit and she is not otherwise entitled to social security. Both Palumbos were interested in making sure that upon his death Ms. Palumbo would be entitled to the TSB payment consistent with the very purpose of the fund.

It was at that time that you indicated that Ms. Palumbo would not be entitled to the TSB payment because the pension is not a form of support under the statute. It is that determination that I am now seeking be reviewed and re-considered, and if that is not possible, that it be the subject of an administrative hearing. In particular, I would ask that the system consider that the concept of "support" in determining eligibility for survivors' benefits is much broader than a formal order of spousal support under Title 15 as you suggest. Instead, the Rhode Island Supreme Court has made clear on multiple occasions that the rationale for dividing pension benefits and affording a former spouse a portion thereof is to provide support for that former spouse. Here, that is clearly the case and thus, Ms. Palumbo would certainly be eligible under the statute. Please advise as to the system's current position on this issue, and if necessary, please assign the matter to be heard on a formal basis.

Very truly yours,

/s/ Carly Beauvais Iafrate

Carly Beauvais Iafrate

Joint Exhibit 4

RE: Palumbo, Rudolph QDRO Date: 3/14/2011

Subject: RE: Palumbo, Rudolph QDRO Date: 3/14/2011
From: "MAMBRO MARTIN, Gayle" <gmambro@ersri.org>
Date: 9/21/15, 11:05 AM
To: "John Cappello" <john@jcllegal.net>
CC: "Gene" <emollicone@cox.net>

John,

We have reviewed the language you have proposed to add to the settlement agreement in the Palumbo divorce.

Given that RIGL §16-16-26 requires the spouse or domestic partner ~~either be receiving regular contributions from the deceased member toward support on date of death of the member or the~~ deceased member to have been ordered by a court to contribute to the spouse's or domestic partner's support at the date of death of the member, the proposed language would not result in TSB benefits being paid to Mrs. Palumbo at the time of Mr. Palumbo's death.

The pension benefit the alternate payee is receiving is characterized as a division of marital property (RIGL 15-5-16.1 entitled Assignment of property) ~~rather than spousal support~~ or court ordered support. Further, a Marital property settlement agreement dividing a party's pension benefit is typically considered a contract between the parties rather than a court order.

PROPOSED/AMENDED:

12. WAIVER OF ALIMONY. Each of the parties desires to waive alimony permanently. [ADD] It is, however, understood that (a) plaintiff's only monthly income is derived from the division of defendant's monthly pension as set forth herein and made pursuant to a QDRO dated March 14, 2011, (b) plaintiff is neither self-supporting nor self-sustaining without said pension division, and (c) that plaintiff will have no income, social security or otherwise, upon defendant's death - should she survive him, other than Teacher Survivor Benefits (TSB's) that plaintiff contributed toward during his tenure with the Johnston School Department. Therefore, for purposes of RIGL 16-16-25 through 16-16-38, the division of defendant's state pension, and the plaintiff's receipt thereof, shall be further characterized as regular monthly support contributions that shall commence upon the date of divorce and shall continue until the date of defendant's death.

Gayle

Gayle C. Mambro-Martin, Esq.
Legal Counsel/Policy Analyst/Working State Social Security Administrator
Employees' Retirement System of Rhode Island
50 Service Avenue, 2nd Floor
Warwick, RI 02886
Phone: 401.462.7616

RE: Palumbo, Rudolph QDRO Date: 3/14/2011

Fax: 401.462.7691

Email: gmambro@ersri.org

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

From: John Cappello [mailto:john@jclegal.net]
Sent: Thursday, September 10, 2015 5:27 PM
To: MAMBRO MARTIN, Gayle
Cc: Gene
Subject: Re: Palumbo, Rudolph QDRO Date: 3/14/2011

Gayle,

Mr. and Mrs. Palumbo, whom as you recall are interested in "pre-qualifying" Mrs. Palumbo for TSB's should she ever need to apply for the same, are considering amending their divorce settlement agreement as follows:

EXISTING:

12. WAIVER OF ALIMONY. Each of the parties desires to waive alimony permanently.

PROPOSED/AMENDED:

12. WAIVER OF ALIMONY. Each of the parties desires to waive alimony permanently. [ADD] It is, however, understood that (a) plaintiff's only monthly income is derived from the division of defendant's monthly pension as set forth herein and made pursuant to a QDRO dated March 14, 2011, (b) plaintiff is neither self-supporting nor self-sustaining without said pension division, and (c) that plaintiff will have no income, social security or otherwise, upon defendant's death - should she survive him, other than Teacher Survivor Benefits (TSB's) that plaintiff contributed toward during his tenure with the Johnston School Department. Therefore, for purposes of RIGL 16-16-25 through 16-16-38, the division of defendant's state pension, and the plaintiff's receipt thereof, shall be further characterized as regular monthly support contributions that shall commence upon the date of divorce and shall continue until the date of defendant's death.

Could you please review and advise whether this added language would be sufficient to allow the former Mrs. Palumbo to receive tsb's, should she survive Mr. Palumbo and apply

RE: Palumbo, Rudolph QDRO Date: 3/14/2011

for the same?

Thank you for your continued assistance in this matter.

Very truly yours,

John Cappello
LAW OFFICE OF JOHN CAPPELLO
640 George Washington Highway
Building B, Suite 103
Lincoln, RI 02865
Office: (401) 390-3700
Fax: (401) 390-3702
Cell: (401) 524-8300
E-mail: john@jclegal.net

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On Tue, Jun 9, 2015 at 1:16 PM, MAMBRO MARTIN, Gayle <gmambro@ersri.org> wrote:
Good Afternoon, John.

I apologize for the time it took to respond to your request. Our legal department has conducted an analysis and review of the law and have made the following determination.

If the Palumbo's final judgment at the time of divorce included an order for alimony which continues to the time of Mr. Palumbo's death, then the former Mrs. Palumbo would be entitled to the tsb benefit at the time of Mr. Palumbo's death provided she meets the other requirements of the law. In addition, if no award of alimony was made, should you be successful in revising the property settlement agreement and/or final judgment to include and order of alimony, the former Mrs. Palumbo would be entitled to the tsb benefit at the time of Mr. Palumbo's death. Or if the former Mrs. Palumbo can show she was receiving regular contributions from the deceased member toward support which continued on and to the date of Mr. Palumbo's death, she would be entitled to the tsb benefit. Should Mr. Palumbo remarry or enter into a domestic partnership, the new spouse or domestic partner would not be entitled to a tsb benefit.

Should you have further questions, please feel free to contact me.

Gayle

Gayle C. Mambro-Martin, Esq.



Employees' Retirement System of Rhode Island

ERSRI Board:

November 2, 2016

Seth Magaziner
*General Treasurer
Chair*

Carly Beauvais Iafrate
Law Office of Carly Beauvais Iafrate
123 Dyer Street, 4th Floor
Providence, RI 02903

William B. Finelli
Vice Chair

Daniel L. Beardsley

RE: Judith A. Palumbo – Teachers Survivors Benefits

Roger P. Boudreau

Dear Attorney Beauvais Iafrate:

Mark A. Carruolo

Michael DiBiase

We write in response to your letter of August 2, 2016 regarding Teachers' Survivors Benefits (TSB).

Paul L. Dion

Thomas M. Lambert

By way of background, at the time of his retirement from the Town of Johnston School Department in June of 1997, Mr. Rudolph Palumbo had the opportunity to select from four types of pension payments: service retirement allowance (SRA) with no joint and survivor benefit; SRA Plus social security option, with no joint and survivor benefit; option 1 - the beneficiary receives the same pension benefit as the retiree upon retiree's death, or option 2 - the beneficiary receives 50% of the retiree's pension benefit upon retiree's death. Members electing either the SRA or SRA Plus options cannot change their option once retired. In addition, since he was employed by a school district which does not participate in social security, but is subject to the laws governing teachers' survivors benefits, his spouse upon his death, would receive a monthly survivors benefit upon reaching age 60. Mr. Palumbo elected the SRA Plus social security option at the time of retirement. He listed Judith A. Palumbo as his "Spouse" on his retirement application. Upon his death, Mrs. Palumbo would also receive a one-time death benefit payment in the amount of \$4,000.

John P. Maguire

Joanne A. Matisewski

Marianne F. Monte

Thomas A. Mullaney

Claire M. Newell

Jean Rondeau

Laura Shawhughes

Frank J. Karpinski
Executive Director

In 2011, the Employees' Retirement System of Rhode Island (ERSRI) was contacted regarding preparation of a Qualified Domestic Relations Order (QDRO) as a result of the divorce case Judith A. Palumbo vs. Rudolph J. Palumbo, F.C. No. P10-2064. The QDRO was approved by our Plan Administrator, Frank J. Karpinski, and was entered with the Court by Attorney John Cappello. A certified copy of the QDRO was sent to our office, and effective March 2011 ERSRI began paying Mrs. Palumbo consistent with the QDRO (\$720.00 per month).

In 2015 Mr. Palumbo and attorney John Cappello contacted our office regarding the TSB spousal benefit. While we were not provided with a copy of the Final Judgment of Divorce and Marital Settlement Agreement, Attorney Cappello provided us with the language from the Settlement agreement which indicated that both parties waived alimony. He also indicated that the Final Judgment and Settlement Agreement did

50 Service Avenue 2nd Floor, Warwick, RI 02886-1021 (401) 462-7600 Fax: (401) 462-7691

E-Mail: ersri@ersri.org Web Site: www.ersri.org

Joint Exhibit 5

Page 2 of 3
November 2, 2016

not include any type of spousal support for Mrs. Palumbo. It is our understanding that neither Mr. nor Mrs. Palumbo have remarried or entered into a domestic partnership.

In accordance with RIGL §16-16-26(c), a TSB benefit is payable to a spouse or domestic partner upon the death of the member if the spouse or domestic partner was receiving regular contributions from the deceased member toward support on the date of death, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support. The law reads in pertinent part,

§ 16-16-26 Spouse's or domestic partner's benefits. – (a) Spouse's and domestic partner's benefits are payable following the decease of a member as provided in §16-16-25 through 16-16-38.

(b) The spouse or domestic partner shall be entitled to benefits upon attaining the age of sixty (60) years.

(c) The spouse or domestic partner was living with the deceased member at the time of the member's death. A spouse or domestic partner is deemed to have been living with the deceased member if they were both members of the same household on the date of the deceased member's death, or the spouse or domestic partner was receiving regular contributions from the deceased member toward support on that date, or the deceased member had been ordered by a court to contribute to the spouse's or domestic partner's support.

(d) Remarriage of the spouse or domestic partner or establishment of a domestic partnership shall render him or her ineligible to receive current or future benefits under this section.

(e) The spouse or domestic partner of a member, as defined in this section, shall be entitled to monthly benefits payable in accordance with the following table...

Since RIGL §16-16-26 governs teachers' survivors' benefits payable to spouses or domestic partners and since the Palumbo's have been divorced and are no longer considered spouses or domestic partners as required by the TSB law, Judith is not entitled to teachers' survivors benefits upon the death of Rudolph Palumbo.

Even assuming *arguendo* that Judith is a spouse or domestic partner of Rudolph, in order for a TSB to be paid pursuant to RIGL §16-16-26 (c) she must establish that she and Rudolph had been living together at the time of his death by showing (1) that they were both members of the same household upon his death or (2) that he had been ordered by a court to contribute to Judith's support. It is our understanding that neither Judith and Rudolph currently live together nor has Rudolph Palumbo been ordered by a court to contribute to Judith's support, and alimony was waived by both parties. Since Judith is unable to establish that they had been living together as required by law she is not entitled to teachers' survivors benefits upon the death of Rudolph Palumbo.

Page 3 of 3
November 2, 2016

Regarding your interpretation of the Rhode Island Supreme Court cases, we respectfully disagree as we found limited support for your conclusions. Therefore, ERSRI's decision remains that Judith Palumbo is not entitled to TSB benefits upon the death of Rudolph Palumbo.

This letter constitutes official notification of an administrative denial. Pursuant to Regulation No. 4, Rules of Practice and Procedure for Hearings of the Employees' Retirement System of Rhode Island, Section 3.00, any member aggrieved by an administrative action may request a hearing before the Retirement Board. Upon such request, the matter will be deemed a contested case. Such request shall be in writing and shall be sent to the Retirement Board, 50 Service Avenue, 2nd Floor, Warwick, RI 02886, Attention: Frank J. Karpinski, Executive Director, within 60 days of date of the letter from the Executive Director or Assistant Executive Director constituting a formal administrative denial. A request for hearing shall be signed by the member and shall contain the name of the member; date and nature of decision to be contested; a clear statement of the objection to the decision which must include the reasons the member feels he or she is entitled to relief; and a concise statement of the relief sought. Failure to strictly comply with the procedures outlined above shall be grounds to deny a request for a hearing.

Sincerely,



Frank J. Karpinski
Executive Director

Enclosure: Rules and Regulations of the Employees' Retirement System of Rhode Island and Municipal Employees Retirement System – Regulation 4.

Calculating Your Benefits

Spouse and Parent Benefits

Benefits for spouses and parents are calculated according to the teacher's highest annual salary:

<u>Highest Annual Salary</u>	<u>Monthly Benefit *</u>
\$17,000 or less	\$750
\$17,001 - \$25,000	\$875
\$25,001 - \$33,000	\$1,000
\$33,001 - \$40,000	\$1,125
\$40,001 or more	\$1,250

* Benefit amounts effective July 2004. A yearly cost-of-living-adjustment for spouse's benefits shall be based on the annual social security adjustment.

Family and Children Benefits

Survivor benefits for children and families are equal to the spousal benefit multiplied by a percentage that adjusts the benefit to the recipients.

<u>Recipients</u>	<u>Multiplier</u>
Parent & 1 Child	150%
Parent & 2 or More Children	175%
One Child Alone	75%
Two Children Alone	150%
Three or More Children Alone	175%

Let us examine how the benefit is calculated. Our case study will be a deceased teacher, whose highest annual salary was \$38,000. He was survived by his wife and one child.

Step One: Calculate the spousal benefit. Because his highest annual salary was \$38,000, his spouse, at age 60, is entitled to a payment of \$1,125 per month—as shown in the spousal benefit chart.

Step Two: Find the correct multiplier.

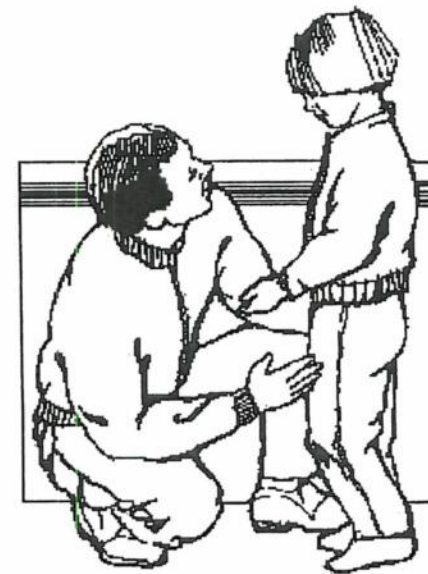
But, the teacher was survived by his wife and one child—qualifying them for a family benefit. The family benefit multiplier for a parent and 1 child is 150%.

Step Three: Calculate the benefit.

$\$1,125 \times 150\% = \$1,687.50$. So, the parent and child would receive a total of \$1,687.50 per month. Once the child is 18 years old, or 23 if a fulltime student, the family benefit ends. When the spouse reaches age 60, she then may collect the spousal benefit of \$1,125—if not remarried.

Employees' Retirement System of Rhode Island
40 Fountain Street, First Floor
Providence, RI 02903-1854

Teachers Survivors' Benefits Plan



A Guide to
Understanding and Collecting
Your Benefits

Joint Exhibit 6

What is the Teachers Survivors' Benefits Plan?

The Teachers Survivors' Benefits Plan was created in response to teacher requests for a plan to leave benefits to their survivors. Teachers in participating school districts contribute to a fund, in lieu of Social Security, to provide benefits for their survivors in the event of their death.

Which School Districts Participate in the Teachers Survivors' Benefits Plan?

The following school districts participate in the Teachers Survivors' Benefits Plan:

Barrington	Johnston
Bristol/Warren Regional	Lincoln
Burrillville	Little Compton
Central Falls Collaborative	Middletown
Coventry	Newport
Cranston	North Smithfield
Cumberland	Portsmouth
East Greenwich	Scituate
East Providence	Smithfield
Foster-Glocester	Tiverton
Glocester	Westerly

Please Note: Some school districts once may have had survivor benefits, but now participate in Social Security. These districts may have grandfathered some members into the Teachers Survivors' Benefit Plan after they switched to Social Security. Your school district can tell you to which program you belong.

How Much Do I Contribute to the Plan?

As of this printing, you and your employer each contribute \$96 per year to the plan. The amount you contribute may change, subject to actuarial evaluation of the plan every 2 years.

How Do I Qualify to Leave Benefits for Survivors?

First, you must have taught in a school district that participated in the Teachers Survivors' Benefit Plan. Second, you must have been making contributions to the plan for at least six calendar months prior to death or retirement.

Who May Be Eligible to Collect Survivor Benefits?

There are three categories of people who may be eligible to collect under the Teachers Survivors' Benefits Fund: 1) a surviving spouse who is at least 60 years of age; 2) children—under age 18—of a deceased teacher; and, 3) a dependent mother or father of the deceased teacher.

May a Spouse Ever Lose a Benefit?

Yes. If a spouse remarries, the benefit is negated.

What Types of Benefits Exist?

Benefits have been designed for spouses, family, children and parents.

- A survivor qualifies at age 60 for **spousal** benefits if he or she was married to the teacher at least one year prior to the teacher's death, has no surviving children under age 18, and was living with the deceased at the time of death— or was receiving support from the teacher by court order.

- Survivor benefits for **families** are payable to the spouse of a deceased teacher if the spouse is caring for children of the deceased who are under the age of 18, or are full-time students under the age of 23. The spouse must have been living with the deceased or receiving regular support by court order at the time of death. When the youngest child is over the maximum age, the spouse would then receive spousal benefits at age 60.

- A teacher's **children** are entitled to receive survivor benefits if they were dependents of the teacher, unmarried and under the age of 18—or 23 if a full-time student. Disabled children, regardless of age, may collect survivor benefits if disabled before age 18.

- If the teacher did not leave a surviving spouse or child, the **parents** of the teacher may be eligible to collect survivor benefits. To collect, a parent must be at least 60 years of age, a dependent of the deceased, and not entitled to Social Security benefits from his or her own earnings that would be equal to or greater than the survivor benefit.

Finally, at the time of your retirement from teaching as an ERSRI member, you may elect to do either:

- 1) *maintain your Teachers Survivors' coverage during your retirement by leaving your contributions in the system; or,*
- 2) *have a 1-time option to receive a refund of your past contributions with interest.*

**Employees Retirement System
of
Rhode Island**




40 Fountain Street, 1st Floor
Providence, RI 02903-1854



Telephone: (401) 222-2203
Fax: (401) 222-2430
Email: ersri@ersri.org

Visit our Web Site: www.ersri.org

We look forward to being of service!

Calculating Your Benefits

Spouse/Domestic Partner & Parent Benefits

Benefits for spouses, domestic partners, and parents are calculated according to the teacher's highest annual salary.

<u>Highest Annual Salary</u>	<u>Monthly Benefit*</u>
\$17,000 or less	\$750
\$17,001-\$25,000	\$875
\$25,001-\$33,000	\$1,000
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* Benefit amounts effective July 2004. A yearly cost-of-living-adjustment for spousal benefits shall be based on the annual social security adjustment.

Family & Children Benefits

Survivor benefits for children and families are equal to the spousal benefit multiplied by a percentage that adjusts the benefit to the recipients.

<u>Recipients</u>	<u>Multiplier</u>
Parent & 1 Child	150%
Parent & 2 or more children	175%
One Child Alone	75%
Two Children Alone	150%
Three or more Children Alone	175%

As an example we will use a deceased teacher whose highest annual salary was \$45,000. He was survived by his wife and one child.

Step 1: Calculate the spousal benefit. Because his highest annual salary was \$45,000 his spouse, at age 60, is entitled to a payment of \$1,250 per month—as shown in the spousal benefit chart.

Step 2: Find the correct multiplier. The teacher was survived by his wife and one child, qualifying them for the family benefit. The family benefit multiplier for a parent and 1 child is 150%.

Step 3: Calculate the benefit. $\$1,250 \times 150 = \$1,875$. The parent and child would receive a total of \$1,875/month. Once the child is 18 years old, or 23 if a fulltime student, the family benefit ends. When the spouse reaches age 60, she may then collect the spousal benefit of \$1,250 if she has not remarried.

Employees' Retirement System of Rhode Island
50 Service Avenue
Warwick, RI 02886

Teachers Survivors' Benefits Plan

A Guide to
Understanding and
Collecting Your Benefits

Joint Exhibit 7

Questions and Answers

What is the Teachers Survivors' Benefits Plan?

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Please Note: Some school districts once may have had survivor benefits, but now participate in Social Security. These districts may have grandfathered some members into the Teachers Survivors' Benefit Plan after they switched to Social Security. Your school district can tell you to which program you belong.

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Questions and Answers

How Do I Qualify to Leave Benefits for Survivors?

First, you must have taught in a school district that participated in the Teachers Survivors' Benefit Plan. Second, you must have been making contributions to the plan for at least six calendar months prior to death or retirement.

Who May Be Eligible to Collect Survivor Benefits?

There are three categories of people who may be eligible to collect under the Teachers Survivors' Benefits Fund: 1) a surviving spouse or domestic partner who is at least 60 years of age; 2) children—under age 18—of a deceased teacher; and, 3) a dependent mother or father of the deceased teacher.

May a Spouse or Domestic Partner Ever Lose a Benefit?

Yes. If a spouse or domestic partner remarries or enters into a domestic partnership, the benefit is negated.

What Types of Benefits Exist?

- A survivor qualifies at age 60 for **spousal** benefits if he or she was married to the teacher at least one year prior to the teacher's death, has no surviving children under age 18, and was living with the deceased at the time of death—or was receiving support from the teacher by court order.
- Survivor benefits for **families** are payable to the spouse of a deceased teacher if the spouse is caring for children of the deceased who are under the age of 18, or are fulltime students under the age of 23. The spouse must have been living with the deceased or receiving regular support by court order at the time of death. When the youngest child is over the maximum age, the spouse would then receive spousal benefits at age 60.

Questions and Answers

- A teacher's **children** are entitled to receive survivor benefits if they were dependents of the teacher, unmarried and under the age of 18—or 23 if a fulltime student. Disabled children, regardless of age, may collect survivor benefits if disabled before age 18.
- If the teacher did not leave a surviving spouse or child, the **parents** of the teacher may be eligible to collect survivor benefits. To collect, a parent must be at least 60 years of age, a dependent of the deceased, and not entitled to Social Security benefits from his or her own earnings that would be equal to or greater than the survivor benefit.

Finally, at the time of your retirement from teaching as an ERSRI member, you may elect to do either:

- 1) *maintain your Teacher Survivors' coverage during your retirement by leaving your contributions in the system;* or,
- 2) *have a 1-time option to receive a refund of your past contributions with interest.*

Employees' Retirement System of Rhode Island

50 Service Avenue
Warwick, RI 02886

Telephone: (401) 462-7600

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E-mail: communications@ersri.org

Visit our Website: www.ersri.org



Employees' Retirement System of Rhode Island

ERSRI Board:

December 29, 2016

Seth Magaziner
General Treasurer
Chair

William B. Finelli
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Mark A. Carruolo

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Paul L. Dion

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Marianne F. Monte

Thomas A. Mullaney

Claire M. Newell

Jean Rondeau

Laura Shawhughes

Frank J. Karpinski
Executive Director

Carly Beauvais Iafrate, Esq.
Law Office of Carly Beauvais Iafrate
38 North Court Street
Providence, RI 02903

Dear Attorney Iafrate:

Subejct: Request for a Hearing – Judith A. Palumbo

In accordance with Rhode Island General Laws §36-8-3 and the Rules of Practice and Procedures for Hearings, your request for a hearing has been assigned to:

HEARING OFFICER:

Raymond A. Marcaccio, Esq.

Phone: (401) 861-2900

LOCATION:

Employees' Retirement System of Rhode Island
50 Service Avenue, 2nd Floor
Warwick, RI 02886

You should contact the hearing officer to arrange a mutually convenient time to hold the hearing.

An applicant may represent him/her self at this Hearing or the case may be presented by a lawyer. Consistent with Rhode Island General Law §11-27-2, entitled "*Practice of law*" defined, any person accompanying the applicant who is not a lawyer cannot present the applicant's case to the Hearing Officer.

Should you have any additional questions, please do not hesitate to contact me at (401) 462-7608.

Sincerely,

Roxanne Donoyan
Assistant to the Executive Director

cc: Judith A. Palumbo
Michael P. Robinson, Esq.

Law Office of

Carly Beauvais Iafrate

38 North Court Street • Providence, Rhode Island 02903

Tel. 401-421-0065 • Fax 401-421-0964

Email ciafrate@verizon.net

Admitted in RI



December 9, 2016

Frank J. Karpinski
Executive Director
Employees' Retirement System of Rhode Island
50 Service Avenue
Warwick, RI 02886

Re: *Eligibility for Teachers' Survivor Benefits – Judith A. Palumbo*

Dear Mr. Karpinski:

I am in receipt of your letter of November 2, 2016 concluding that my client is not entitled to TSB benefits upon the death of her husband. On behalf of Ms. Palumbo, I am requesting a formal administrative hearing. In support of said request, I submit that we presently have a dispute concerning the appropriate interpretation of the TSB statute. In particular, I intend to present evidence and argument to establish, among other things, that the statute contemplates a broader definition of "support" in determining eligibility than is suggested by the System. Accordingly, I am prepared to ask the hearing officer to rule that Ms. Palumbo is receiving court-ordered support from Mr. Palumbo, and is therefore entitled to TSB benefits upon his death.

Let me know if the Board requires anything further in terms of this request. Thank you in advance for your courtesy in this regard.

Very truly yours,

Carly Beauvais Iafrate



Employees' Retirement System of Rhode Island

ERSRI Board:

November 2, 2016

Seth Magaziner
*General Treasurer
Chair*

Carly Beauvais Iafrate
Law Office of Carly Beauvais Iafrate
123 Dyer Street, 4th Floor
Providence, RI 02903

William B. Finelli
Vice Chair

Daniel L. Beardsley

RE: Judith A. Palumbo – Teachers Survivors Benefits

Roger P. Boudreau

Dear Attorney Beauvais Iafrate:

Mark A. Carruolo

We write in response to your letter of August 2, 2016 regarding Teachers' Survivors Benefits (TSB).

Michael DiBiase

Paul L. Dion

Thomas M. Lambert

By way of background, at the time of his retirement from the Town of Johnston School Department in June of 1997, Mr. Rudolph Palumbo had the opportunity to select from four types of pension payments: service retirement allowance (SRA) with no joint and survivor benefit; SRA Plus social security option, with no joint and survivor benefit; option 1 - the beneficiary receives the same pension benefit as the retiree upon retiree's death, or option 2 - the beneficiary receives 50% of the retiree's pension benefit upon retiree's death. Members electing either the SRA or SRA Plus options cannot change their option once retired. In addition, since he was employed by a school district which does not participate in social security, but is subject to the laws governing teachers' survivors benefits, his spouse upon his death, would receive a monthly survivors benefit upon reaching age 60. Mr. Palumbo elected the SRA Plus social security option at the time of retirement. He listed Judith A. Palumbo as his "Spouse" on his retirement application. Upon his death, Mrs. Palumbo would also receive a one-time death benefit payment in the amount of \$4,000.

John P. Maguire

Joanne A. Matisewski

Marianne F. Monte

Thomas A. Mullaney

Claire M. Newell

Jean Rondeau

Laura Shawhughes

Frank J. Karpinski
Executive Director

In 2011, the Employees' Retirement System of Rhode Island (ERSRI) was contacted regarding preparation of a Qualified Domestic Relations Order (QDRO) as a result of the divorce case Judith A. Palumbo vs. Rudolph J. Palumbo, F.C. No. P10-2064. The QDRO was approved by our Plan Administrator, Frank J. Karpinski, and was entered with the Court by Attorney John Cappello. A certified copy of the QDRO was sent to our office, and effective March 2011 ERSRI began paying Mrs. Palumbo consistent with the QDRO (\$720.00 per month).

In 2015 Mr. Palumbo and attorney John Cappello contacted our office regarding the TSB spousal benefit. While we were not provided with a copy of the Final Judgment of Divorce and Marital Settlement Agreement, Attorney Cappello provided us with the language from the Settlement agreement which indicated that both parties waived alimony. He also indicated that the Final Judgment and Settlement Agreement did