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In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF _____

Marriage of _____) Case No. _____

)

Petitioner: _____) AGREEMENT AND ORDER FOR
DIVISION OF RETIREMENT BENEFITS

And _____) (SHARED ACCOUNTS)

)

Respondent: _____)

_____)

)

Claimant: Alameda County Employees')

Retirement Association)

_____)

1 Introduction. Through employment with Alameda County, _____
2 _____ (“Member”) has earned retirement benefits administered by the
3 Alameda County Employees’ Retirement Association (ACERA) that are the
4 community property of Member and _____
5 (“Nonmember”). Member and Nonmember intend by this agreement and order
6 to divide those retirement benefits between them.

- 1 2. Identification of Member. Member's name, current mailing address, and date of
2 birth are:
3 Name: _____
4 Current mailing address: _____
5 Date of birth: _____
- 6 3. Identification of Nonmember. Nonmember's name, current mailing address, and
7 date of birth are:
8 Name: _____
9 Current mailing address: _____
10 Date of birth: _____
- 11 4. Notice of Change of Address. Notice of change of address shall be made in
12 writing to ACERA, addressed as follows, or as ACERA may specify in a written
13 notice to Member and Nonmember:
14 Alameda County Employees' Retirement Association
15 475 14th Street, Suite 1000
16 Oakland, CA 94612
- 17 5. Dates of Marriage and Separation. For purposes of this order, the parties' date of
18 marriage will be _____, and their date of separation will be _____.
- 19 6. Division of Community Interest. The community interest of Member and
20 Nonmember in the overall ACERA benefits earned through Member's
21 employment with Alameda County will be that fraction of the overall benefits
22 whose numerator is Member's credited service under ACERA from the date of
23 marriage through the date of separation and whose denominator is Member's
24 total credited service under ACERA as of the effective date of distribution of
25 Member's benefits under ACERA. Fifty Percent (50%) of the community interest
26 is awarded to Nonmember. All of the overall ACERA benefits earned through
27 Member's employment with Alameda County that are not awarded to
28 Nonmember under this agreement and order are awarded to Member.

- 1 7. Purchases or Redeposits. When there are purchases or redeposits, the numerator
2 of the fraction described in Paragraph 6 will include the corresponding credited
3 service to the extent attributable to the period between the date of marriage and
4 the date of separation, regardless of when the purchase or redeposit payments
5 were made.
- 6 8. Nonmember's Interest. Nonmember's interest will apply with respect to every
7 form of service-based benefit provided by ACERA and applicable to Member,
8 including, but not limited to, a monthly retirement allowance based on service
9 and payable during Member's lifetime; lump-sum death benefits payable under
10 California Government Code §§ 31781, 31781.3(a), or 31789; a refund of
11 accumulated contributions and earnings on Member's election; and a monthly
12 allowance payable as a result of Member's death, whether before or after
13 retirement. Nonmember's interest will apply to a monthly retirement allowance
14 based on disability; however, only to the extent payable at or after the time
15 Member would have first become eligible for a service retirement had Member
16 not become disabled, which will be deemed to be the retirement date for
17 calculating Member's credited service, and then only to the extent of the
18 allowance that would have been payable if Member had retired for service rather
19 than for disability.
- 20 9. Payment of Nonmember's Interest. ACERA will pay Nonmember's interest in
21 each payment of retirement benefits payable under the plan directly to
22 Nonmember.
- 23 10. Termination of Nonmember's Continuance Payments. The parties understand
24 and acknowledge that termination of their marriage will terminate Nonmember's
25 right, if any, to continuance payments under the unmodified option on Member's
26 death.
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- 1 11. Termination of Nonmember's Medical Coverage. The parties understand and
2 acknowledge that termination of their marriage will terminate Nonmember's
3 currently existing medical coverage, if any, through ACERA as Member's spouse
4 and that, if Nonmember currently has such coverage, Member must on
5 termination of the marriage notify ACERA's Benefits Department to remove
6 Nonmember from the coverage. This provision is subject to, and does not affect,
7 any rights Nonmember may have to medical coverage from ACERA on some
8 other basis, including, but not limited to, coverage at Nonmember's own expense
9 that may be available if ACERA will be paying Nonmember a portion of
10 Member's monthly retirement in accordance with this order, and coverage
11 available under federal or state laws.
- 12 12. Beneficiary Designation. On Nonmember's death, whether before or after
13 Member's death, Nonmember's remaining interest, if any, will be payable to
14 Nonmember's surviving designated beneficiary or, if none, to those entitled
15 under applicable law. Nonmember's Member may not make any elections,
16 designate any beneficiary, or take any other action inconsistent with
17 Nonmember's interest under this agreement and order.
- 18 13. Retirement Application. Member will forward to Nonmember a copy of any
19 application for service or disability retirement benefits, or for a refund of
20 contributions and earnings, within five days after submitting the application to
21 ACERA.
- 22 14. Joinder of County. To provide for the possibility that part of the benefits payable
23 will be paid by Alameda County (County) because the amount payable exceeds
24 the maximum amount that ACERA is permitted to pay under Internal Revenue
25 Code §415(b), this agreement and order will, to the extent (if any) that benefits
26 will be paid by County, apply to County as well as ACERA. The parties
27 understand that for this agreement and order to be enforceable against County,
28 however, County will have to be joined as a party to this action, served with a

1 copy of this agreement and order, and given 30 days after service in which to
2 object to the agreement and order.

3 15. Cooperation of Parties. Member and Nonmember will cooperate in performing
4 all acts reasonably necessary to effectuate the terms and intent of this agreement
5 and order.

6 16. Payment of Taxes Applicable to Share. Member and Nonmember will each be
7 solely responsible for payment of any tax due on any distributions that he or she
8 receives from ACERA. If either party is required for any reason to pay a tax on
9 all or any portion of any distribution or payment received by the other, the
10 receiving party will reimburse the paying party and indemnify the paying party
11 against liability for any taxes due with respect to amounts received by the
12 receiving party. Member hereby authorizes ACERA to release to Nonmember
13 any information required to determine the taxable and nontaxable portions of any
14 benefit paid under this agreement and order.

15 17. Attorney Fees. As between Member and Nonmember, the prevailing party in any
16 action or proceeding to enforce any provision of this agreement will be awarded
17 reasonable attorney fees and costs.

18 18. Savings Clause. Nothing contained in this agreement and order may be construed
19 to require ACERA to provide any benefit or option not otherwise available under
20 ACERA and applicable law or to require ACERA to make payments in any
21 manner that will result in an increase in the amount of benefits provided by
22 ACERA.

23 19. Reservation of Jurisdiction. The court will reserve jurisdiction to make further
24 orders to implement the division of retirement benefits provided under this order.
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The foregoing is agreed to by:

Date: _____

Member

Date: _____

Nonmember

The foregoing agreement is hereby approved and made the order of this Court.

Date: _____

Judge of the Superior Court

ACKNOWLEDGEMENTS

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STATE OF CALIFORNIA)
County of _____)
On _____, before me, _____,
Notary Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature
on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
County of _____)
On _____, before me, _____,
Notary Public, personally appeared _____, personally
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