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In Pro Per

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

Marriage of,  
  
Petitioner: \_\_\_\_\_  
\_\_\_\_\_  
And  
  
Respondent: \_\_\_\_\_  
\_\_\_\_\_  
  
Claimant: Alameda County Employees'  
Retirement Association

Case No.: \_\_\_\_\_

**AGREEMENT AND ORDER FOR**  
**DIVISION OF RETIREMENT BENEFITS**  
**(SHARED RECORD)**

1. Introduction. The Petitioner and Respondent have secured a court filed Final Judgment filed on \_\_\_\_\_ in the dissolution proceeding. The Petitioner or Respondent has secured a court filed Order of Joinder filed on \_\_\_\_\_ in this dissolution proceeding. Through employment with Alameda County, \_\_\_\_\_ (“Member”) has earned retirement benefits administered by the Alameda County Employees’ Retirement

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Association (ACERA) that are the community property of Member and \_\_\_\_\_ (“Nonmember”). Member and Nonmember intend by this agreement and order to divide those retirement benefits between them.

2. Identification of Member. Member’s name, current mailing address, and date of birth are:

Name: \_\_\_\_\_

Current mailing address: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

3. Identification of Nonmember. Nonmember’s name, current mailing address, and date of birth are:

Name: \_\_\_\_\_

Current mailing address: \_\_\_\_\_

\_\_\_\_\_

Date of birth: \_\_\_\_\_

4. Notice of Change of Address. Notice of change of address shall be made in writing to ACERA, addressed as follows, or as ACERA may specify in a written notice to Member and Nonmember:

Alameda County Employees’ Retirement Association  
475 14th Street, Suite 1000  
Oakland, CA 94612

5. Dates of Marriage and Separation. For purposes of this order, the parties’ date of marriage will be \_\_\_\_\_, and their date of separation will be \_\_\_\_\_.

6. Division of Community Interest. The community interest of Member and Nonmember in the overall ACERA benefits earned through Member’s employment with Alameda County will be that fraction of the overall benefits whose numerator is Member’s credited service under ACERA from the date of marriage through the date of separation and whose denominator is Member’s total credited service under ACERA as of the effective

1 date of distribution of Member's benefits under ACERA. Fifty Percent (50%) of the  
2 community interest is awarded to Nonmember. All of the overall ACERA benefits earned  
3 through Member's employment with Alameda County that are not awarded to  
4 Nonmember under this agreement and order are awarded to Member.

5 7. Purchases or Redeposits. When there are purchases or redeposits, the numerator of the  
6 fraction described in Paragraph 6 will include the corresponding credited service to the  
7 extent attributable to the period between the date of marriage and the date of separation.

8 8. Nonmember's Interest. Nonmember's interest will apply with respect to every form of  
9 service-based benefit provided by ACERA and applicable to Member, including, but not  
10 limited to, a monthly retirement allowance based on service and payable during  
11 Member's lifetime; lump-sum death benefits; a refund of accumulated contributions and  
12 earnings on Member's election; and a monthly allowance payable as a result of Member's  
13 death, whether before or after retirement. Nonmember's interest will apply to a monthly  
14 retirement allowance based on disability; however, only to the extent payable at or after  
15 the time 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 calculating  
17 Member's credited service, and then only to the extent of the allowance that would have  
18 been payable if Member had retired for service rather than for disability.

19 9. Payment of Nonmember's Interest. ACERA will pay Nonmember's interest in each  
20 payment of retirement benefits payable under the plan directly to Nonmember.

21 10. Termination of Nonmember's Continuance Payments. The parties understand and  
22 acknowledge that termination of their marriage will terminate Nonmember's right, if any,  
23 to continuance payments under the unmodified option on Member's death.

24 11. Termination of Nonmember's Medical Coverage. The parties understand and  
25 acknowledge that termination of their marriage will terminate Nonmember's currently  
26 existing medical coverage, if any, through ACERA as Member's spouse and that, if  
27 Nonmember currently has such coverage, Member must on termination of the marriage  
28 notify ACERA's Benefits Department to remove Nonmember from the coverage. This

1 provision is subject to, and does not affect, any rights Nonmember may have to medical  
2 coverage from ACERA on some other basis, including, but not limited to, coverage at  
3 Nonmember's own expense that may be available if ACERA will be paying Nonmember  
4 a portion of Member's monthly retirement in accordance with this order, and coverage  
5 available under federal or state laws.

6 12. Beneficiary Designation. On Nonmember's death, whether before or after Member's  
7 death, Nonmember's remaining interest, if any, will be payable to Nonmember's  
8 surviving designated beneficiary or, if none, to those entitled under applicable law.  
9 Member may not make any elections, designate any beneficiary, or take any other action  
10 inconsistent with Nonmember's interest under this agreement and order.

11 13. Joinder of County. To provide for the possibility that part of the benefits payable will be  
12 paid by Alameda County (County) because the amount payable exceeds the maximum  
13 amount that ACERA is permitted to pay under Internal Revenue Code, section 415(b),  
14 this agreement and order will, to the extent (if any) that benefits will be paid by County,  
15 apply to County as well as ACERA. The parties understand that for this agreement and  
16 order to be enforceable against County, however, County will have to be joined as a party  
17 to this action, served with a copy of this agreement and order, and given 30 days after  
18 service in which to object to the agreement and order.

19 14. Cooperation of Parties. Member and Nonmember will cooperate in performing all acts  
20 reasonably necessary to effectuate the terms and intent of this agreement and order.

21 15. Payment of Taxes Applicable to Share. Member and Nonmember will each be solely  
22 responsible for payment of any tax due on any distributions that he or she receives from  
23 ACERA. If either party is required for any reason to pay a tax on all or any portion of any  
24 distribution or payment received by the other, the receiving party will reimburse the  
25 paying party and indemnify the paying party against liability for any taxes due with  
26 respect to amounts received by the receiving party. Member hereby authorizes ACERA to  
27 release to Nonmember any information required to determine the taxable and nontaxable  
28 portions of any benefit paid under this agreement and order.

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

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

18. Reservation of Jurisdiction. The court will reserve jurisdiction to make further orders to implement the division of retirement benefits provided under this order.

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

1 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
2 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

3 **ACKNOWLEDGEMENTS**

4 STATE OF CALIFORNIA )

5 County of \_\_\_\_\_)

6 On \_\_\_\_\_, before me, \_\_\_\_\_,

7 Notary Public, personally appeared \_\_\_\_\_,

8 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are

9 subscribed to the within instrument and acknowledged to me that he/she/they executed the same

10 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument

11 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

12 I certify under PENALTY OF PERJURY under the laws of the State of California that the

13 foregoing paragraph is true and correct.

14 WITNESS my hand and official seal.

15 \_\_\_\_\_  
16 Notary Public

17 STATE OF CALIFORNIA )

18 County of \_\_\_\_\_)

19 On \_\_\_\_\_, before me, \_\_\_\_\_,

20 Notary Public, personally appeared \_\_\_\_\_,

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28 \_\_\_\_\_  
Notary Public