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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 _____, _____ (“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 _____ 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 date of

1 distribution of Member's benefits under ACERA. Fifty Percent (50%) of the community
2 interest is awarded to Nonmember. All of the overall ACERA benefits earned through
3 Member's employment with _____ that are not awarded to Nonmember
4 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 _____,

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

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

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

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26 foregoing paragraph is true and correct.

27 WITNESS my hand and official seal.

28 _____
Notary Public