



WATER AND POWER EMPLOYEES' RETIREMENT PLAN

Guide to Divorce

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INTRODUCTION

This publication, "*Guide to Divorce*" (Guide), is intended to provide basic information about the Water and Power Employees' Retirement Plan (Plan or WPERP) and the way in which the Plan administers community property claims. It does not provide legal advice and may not be relied on for that purpose. All parties are strongly urged to seek the advice of their own attorney.

This Guide is neither a legal document nor a substitute for the law. The language used in this Guide is not intended to and does not create a contract or any other obligations from the Plan, the Department of Water and Power (Department), or the City of Los Angeles (City).

Provisions contained in the Plan document govern all benefits paid by the Retirement Office. The Plan document has been continually updated and amended throughout the years. If there are any conflicts between this Guide and the Plan, the terms of the Plan will at all times prevail. Therefore, before relying on provisions described in this Guide, you are urged to review the specific terms of the Plan in its entirety.

THE PLAN

The Plan is a defined benefit plan funded by employee contributions, employer contributions, and investment earnings from Plan assets. Plan assets are held in trust funds to provide retirement, disability and death benefits for employees of the Department.

It is mandatory for all eligible employees of the Department to be members of the Plan, unless he/she occupies a position that is ineligible for Plan membership, such as those working under a contract or performing work of an intermittent characteristic.

In general, employees working for the Department prior to January 1, 2014 are Tier 1 members and contribute six percent (6%) of their base compensation to the Plan.

Employees who started their employment in the Department on or after January 1, 2014 are generally Tier 2 members and contribute ten percent (10%) of their base compensation to the Plan.

Employee contributions are held in individual accounts where they are credited with the Plan's Regular Interest Rate. Employee contributions cannot be withdrawn or borrowed

against while a member is an active employee of the Department or City. If an employee terminates or separates from employment with both the Department and the City, he/she may request to withdraw all of his/her contributions and interests on deposit with the Plan, waiving all rights to benefits from the Plan.

OTHER CITY PLANS

In addition to WPERP, the City has three other retirement plans, which are individually managed and administered:

1. **Los Angeles City Employees' Retirement System (LACERS):** defined benefit plan for civilian employees of other City departments;
2. **Los Angeles Fire and Police Pensions (LAFPP):** defined benefit plan for sworn employees of the City; and
3. **City of Los Angeles Deferred Compensation Plan:** defined contribution plan for all employees of the City, including the Department. Participation in the Deferred Compensation Plan is optional.

This Guide provides information for WPERP only. Since each plan is individually managed and administered, the parties in the dissolution or legal separation proceedings are encouraged to contact each plan separately to inquire whether either of the parties are members of the others plans and to ensure that all requirements of the other plans are met.

HEALTH PLANS

The Retirement Office does not administer retiree health benefits. To understand the impact of a divorce or legal separation on health benefits, please contact the Health Plans Office directly at (213) 367-2023 or (800) 831-4778.

COMMUNITY PROPERTY CLAIMS

In California, the benefits administered by the Retirement Office are considered community property. Therefore, a claim of adverse interest by a current or former spouse will require the Plan to withhold a portion of the member's benefit in abeyance until the matter is resolved.

How does the Retirement Office receive notice of a community property claim?

Notices of a claim can be in the form of a written notice, a summons (joinder), or a proposed or filed order awarding a non-member ex-spouse a community property interest in the member's benefits with the Plan.

- ✓ **Summons (Joinder)** is a legal form filed with the court that joins the Plan as a claimant to the dissolution or legal separation proceedings. A joinder is required for the Retirement Office to distribute the community property interest to a non-member ex-spouse. Joinders can be obtained from the California court's website at www.courts.ca.gov.
- ✓ If the divorce is filed outside of California, the Plan does not need to be joined. However, the member must agree to sign an Out-of-State "Authorization and Release" prior to the distribution of any funds.

What happens when the Retirement Office receives notice of a community property claim?

Upon receipt of a notice of adverse interest, the Plan will place a hold on the member's account for the possible community property portion until the matter is resolved.

- ✓ If the member is an active or inactive employee, a notice will be placed in the member's file to withhold a portion of any future amounts payable should a distribution be made from the Plan prior to the final outcome of the divorce.
- ✓ If the member is retired, a portion of the monthly allowance will be held in abeyance pending the final outcome of the divorce. Any amounts withheld will be paid to the parties as ordered in the dissolution proceedings. Additionally, the order may

require the member to change his/her retirement option, thereby, reducing the monthly amount payable. See the section on Options for more information.

How long will the Retirement Office hold the possible community interest in abeyance?

If the notice is in the form of a Joinder or court approved order, the Plan will hold the community property interest for as long as it takes for the parties to perfect the claim.

However, if the notice is in the form of a written notice, the Plan will only hold the possible community property interest for a reasonable amount of time. If the parties require the Plan to hold the community property interest for an extended period of time, the Plan must be provided with a Joinder or a court approved order. The time allotted by the Retirement Office is usually 60 days; however, time extensions are provided on a case-by-case basis with notices provided to both parties.

How is the community property divided?

A Domestic Relations Order (DRO) is a judgment, order or decree of a court setting forth how a member's benefits are to be distributed between the member and the non-member ex-spouse. The DRO typically received by the Retirement Office is a court-signed document, which is separate from the judgment or decree of divorce. The DRO addresses only the member's benefit entitlements from the Plan. This practice assists the Plan in reviewing the community property split and also avoids disclosure of matters which are not germane to the Plan.

At the end of this Guide are sample DROs, which provide suggested language for the various issues that should be addressed for the Plan to properly implement the community property split.

Does the Retirement Office require a separate DRO if the judgment already specifies how to split the community property interest in the Plan?

No. You are not required to file a separate DRO; however, deviations from the samples provided may cause you to have to file additional court documents to address any outstanding issues, or to address issues where the filed order does not comply with Plan rules.

Will the Plan review a draft order before it is filed in court?

Yes. We highly encourage that you provide the draft order/judgment for our review before it is filed in court to ensure that the terms comply with Plan rules.

What if the non-member ex-spouse does not make a community property claim?

If the non-member ex-spouse does not make a community property interest claim, the court filed order should indicate that the member's entire interest in the Plan is awarded to the member. The Plan should not be joined in the dissolution proceedings.

What if we agree to a buy-out of the non-member ex-spouse's interest?

If you agree to a buy-out or cash-out of the non-member ex-spouse's community property interest in the Plan, the agreement shall run solely between you. The Plan will not be responsible for ensuring that the terms of the agreement have been met nor require any proof before making a distribution to the member and/or the member's beneficiary.

How is the community property interest divided?

A common formula used in California to calculate the community property interest is called the Time Rule Formula or the Brown Formula. Under this method, the non-member ex-spouse receives one-half of the interest attributable to the community period. Benefits earned before the date of marriage or after the date of separation are generally separate property.

$\frac{\text{Time worked and married}}{\text{Total time worked}} \times \frac{1}{2} = \text{Non-member ex-spouse's community property interest}$
--

Can we use a different formula than the Time Rule Formula?

Yes. However, if you deviate from the Time Rule Formula, it is critical for you to specifically address how the issues identified by the Plan in the sample DROs are to be handled in the community property split. Any ambiguity will likely require you to file additional court documents.

Can the non-member ex-spouse elect to receive a distribution from the Plan prior to the member?

No. The Plan does not provide separate accounts. The non-member ex-spouse must wait until the member makes a distribution election before the Plan can release any community property interest.

GILLMORE ELECTION

What if the member does not retire when he/she becomes eligible?

If the member chooses to continue to work after becoming eligible to retire, the non-member ex-spouse may demand payment of his/her share without waiting for the member to retire by filing an order pursuant to *Marriage of Gillmore*, 29 Cal.3d 418 (1981). When a non-member ex-spouse makes a “Gillmore election”, the non-member ex-spouse gives up any future increases in the member’s benefits with the Plan.

Does the Plan need to review the order pursuant to Gillmore prior to filing in court?

Yes. We highly encourage that you provide the draft order for our review before it is filed in court to ensure that the terms comply with Plan rules.

How does the Plan calculate how much the non-member ex-spouse will receive if a “Gillmore election” is made?

Once the Plan is served with an order pursuant to Gillmore, the Plan will calculate the non-member ex-spouse’s interest as if the member had retired. The member must make payments to the non-member ex-spouse for the amounts calculated, increased annually for cost of living adjustments, until the member actually retires or elects a distribution from the Plan.

What if the member refuses to pay the amount so calculated pursuant to Gillmore?

The non-member ex-spouse should seek the advice of his/her own attorney on how to garnish an employee’s wages.

What happens when the member retires and the non-member ex-spouse has received payments pursuant to Gillmore?

The Plan will recalculate the community property by applying the following formula:

$\frac{\text{Amount in Pay, without COLA}}{\text{Option Full, without COLA}} = \text{Non-member ex-spouse's community property interest}$

Once the member retires, any amount payable to either party will be paid directly from the Plan. The amount payable to the non-member ex-spouse may be reduced for the cost of an option selection as mandated in the order. See the section on Options for more information.

What happens if the member dies before actually retiring and the non-member ex-spouse has received payments pursuant to Gillmore?

The Plan will recalculate the community property as if the member had retired the day prior to death. Any benefits payable, including insured life death benefit or share of a survivorship allowance, if payable, shall be limited to the amounts payable as if the member had actually retired.

LEGAL SEPARATION

What if we are legally separating but not filing for divorce?

The Plan will continue to treat both parties as married, such that Plan rules applicable to a spouse/domestic partner will still apply.

If the *non-member spouse* claims a community property interest, the Plan will require a DRO and a joinder to split the member’s benefits to provide the *non-member spouse* his/her community property interest. The main difference in the DRO will be the selection of an option at retirement since the *non-member spouse* will be treated as a spouse under Plan rules, and therefore, cannot be the beneficiary to an Option C continuance if he/she qualifies as an Eligible Spouse/Domestic Partner (ES/DP). See the section on Options for more information.

What if we divorce after filing our legal separation order?

It is critical that you notify the Plan when you divorce after a legal separation order. The non-member ex-spouse will no longer qualify for a spouse/domestic continuance, if so qualified at retirement. Failure to court mandate the election of an Option C upon divorce will cause the non-member ex-spouse’s monthly continuance to terminate when the member dies. See the section on Options for more information.

THINGS TO CONSIDER

There are many important factors to consider when drafting a community property split affecting a member's Plan benefits. The following provides general information regarding Plan benefits and issues for consideration in the preparation of the DRO.

For more details on Plan benefits, several publications are available on our website, including the Plan document in its entirety.

WITHDRAWAL

If a member terminates employment from both the Department and the City, he/she may request a withdrawal of the employee contributions and interest on deposit with the Plan. Upon making such a request, the member waives all rights to any benefits from the Plan. In addition, there may be substantial tax penalties for the pre-tax portion of the contributions, which include interest earned on the account.

In lieu of withdrawing, the member may leave the funds on deposit with the Plan and draw a "Vested Retirement" if he/she so qualifies.

When a former employee requests to withdraw his/her contributions and interest, and the Plan has been advised of an adverse claim, the Plan will hold one-half of the contributions and interest attributable to the marital period in abeyance, pending the final judgment in the dissolution proceedings. Any distribution to either party will be reported as a taxable distribution from the Plan to the party receiving the distribution.

RETIREMENT

Tier 1 Members

If a member is eligible to retire with a formula pension, he/she may receive a lifetime allowance, annual cost of living adjustments (COLA), and health plans benefits. Under certain qualifications, his/her spouse may be eligible for a lifetime continuance after he/she dies.

The following are the qualifications for a formula pension under Tier 1:

- Member is at least 60 years old and has 5 years of service; or

- Member is at least 55 years old and has at least 10 years of service; or
- Member has at least 30 years of service, regardless of age; or
- Member is receiving a Permanent Total Disability benefit from the Plan

If a Tier 1 member separates from Department and City employment prior to retirement eligibility, he/she may still be eligible for a Vested Retirement with one year of Department Service. A Vested Retirement is a lifetime allowance with no COLA, health plans benefits, or spousal continuance. Generally, a former member of Tier 1 is eligible to receive a Vested Retirement at age 60.

Tier 2 Members

Similarly, Tier 2 members meeting the following qualifications may receive a lifetime allowance with annual COLA. Under certain qualifications, he/she may receive health plans benefits and a lifetime spousal continuance after he/she dies.

The following are the qualifications for a formula pension under Tier 2:

- Member is at least 60 years old and has at least 5 years of Department service; or
- Member is at least 60 years old and has at least 10 years of Department and City service combined; or
- Member has at least 30 years of service, regardless of age; or
- Member is receiving a Permanent Total Disability benefit from the Plan

If a Tier 2 member separates from Department and City service prior to retirement eligibility, he/she may be eligible for a lifetime retirement similar to the Vested Retirement under Tier 1, whereby the former employee receives a lifetime retirement allowance with no COLA, health plans benefits, or spousal continuance. To be so qualified, he/she must have had at least 15 years of combined Department and City Service Credit at separation, or 5 years of Department service at separation. A former member of Tier 2 is eligible to receive a Vested Retirement at age 60.

Eligible Spouse/Domestic Partner Continuance

For both Tier 1 and Tier 2 members, who are retirement eligible at the time of separation, a lifetime Eligible Spouse/Domestic Partner (ES/DP) continuance is available under the following conditions:

- Married (or registered with the Plan or the State of California as domestic partners) for at least one year prior to retirement; and
- At the time of retirement; and
- On the day of death

If the spouse/domestic partner does not qualify under the first two bullets at the time of retirement, he/she will not qualify for an ES/DP continuance. If the parties divorce or terminate their domestic partnership after retirement, the ex-spouse/domestic partner will not qualify for an ES/DP continuance when the member dies.

OPTIONS AT RETIREMENT

The Plan provides several options at retirement for a member to select from based on his/her personal preference. Under all options, the member's spouse or registered domestic partner will be eligible for a lifetime continuance after the member dies if he/she meets the qualifications for an ES/DP as shown above.

Options with No Separate Survivorship Allowance

If the order does not mandate a retirement option, the member will be able to elect any of the options available under the Plan. However, the non-member ex-spouse will not receive a separate lifetime survivorship allowance after the member dies.

Option Full is the highest allowance payable from the Plan. If the member has an ES/DP at retirement, the ES/DP may receive up to 50% continuance after the member dies. The non-member ex-spouse will receive a share of the continuance for the ES/DP's lifetime, unless the order specifically states otherwise. If the member does not have an ES/DP at retirement, there will be no monthly allowance payable after the member dies.

If the member does not select an option at retirement or the order does not mandate an option, the member will be retired under Option Full.

Option A is a reduced allowance requiring the Plan to pay any remaining member contributions and interests to a named beneficiary after the member dies. If the member has an ES/DP at retirement, the ES/DP may receive up to 50% continuance after the member dies. The non-member ex-spouse will receive a share of the continuance for the ES/DP's lifetime, unless the order specifically states otherwise. If the member does not

have an ES/DP at retirement, there will be no monthly allowance payable after the member dies.

When a member elects an Option A at retirement, the Plan will apply the reduction in the monthly allowance to the member's share of the monthly allowance. As such, only the member's named beneficiary will receive the refund of any unused employee contributions and interest when the member dies.

If the order mandates that the non-member ex-spouse "pays" a proportional share of the reduction, the non-member ex-spouse will share in the refund of any unused employee contributions and interest when the member dies.

Option D and E are a reduced allowances to allow the member to provide a higher survivorship allowance to the member's ES/DP. Option D provides a 100% continuance to the ES/DP. Option E provides a 51% to 99% continuance to the ES/DP. The non-member ex-spouse will receive a share of the continuance for the ES/DP's lifetime as if the member had selected an Option Full, unless the order specifically states otherwise.

Options with a Separate Survivorship Allowance

If the parties wish to preserve the non-member ex-spouse's right to a lifetime survivorship allowance after the member dies, then the order must mandate that the member elects an **Options B or C** at retirement, naming the non-member ex-spouse to the survivorship continuance. Under Option B, the non-member ex-spouse will receive a 100% continuance equal to the total amount in pay at the time of the member's death. Under Option C, the non-member ex-spouse will receive a 1 – 99% continuance. The continuance percentage selected is usually equivalent to the non-member ex-spouse's community property interest. Under Options B and C, the member's current spouse or registered domestic partner may also receive his/her own lifetime ES/DP continuance, if so qualified.

Options B and C can only be selected for a non-member ex-spouse. If the parties are going through the dissolution process but have not yet finalized their divorce, or if the parties have a legal separation, then the member cannot name the *non-member spouse* to the survivorship continuance when he/she meets the qualifications for the ES/DP continuance. Therefore, it is important for the parties to revisit the option selection in the divorce order if they should later choose to divorce after a legal separation.

Table: Summary of Retirement Options

Option	Monthly Allowance	ES/DP Continuance	Non-ES/DP Continuance	Refund of Unused Contributions	Continuance Consideration After Member Dies	Costing Consideration
Full	Highest	Up to 50%	No	No	Monthly allowance will stop when member dies. If member has a new spouse, who is eligible for a continuance, the non-member ex-spouse may share in the ES/DP continuance at a much reduced rate since the continuance is capped at 50% of the member's allowance. The continuance will stop upon the new spouse's death.	Not applicable
A	Reduced	Up to 50%	No	Yes	Monthly allowance will stop when member dies. If member has a new spouse, who is eligible for a continuance, the non-member ex-spouse may share in the ES/DP continuance at a much reduced rate, since the continuance is capped at 50% of the member's option Full allowance. The continuance will stop upon the new spouse's death.	Only the member's share of the allowance will be reduced unless the parties intend for the non-member ex-spouse to share in the refund of unused contributions and interest, if payable when member dies; in which case, the order must mandate for the non-member ex-spouse to pay a proportional share of the cost reduction.
B	Reduced	Up to 50%	100%	No	Both options allow for the non-member ex-spouse to have his/her own separate lifetime monthly continuance after the member dies. The member's current spouse/domestic partner will have his/her own separate lifetime monthly continuance, if eligible. It is common for the divorce order to mandate that the member elects Option C and select the percentage that is equivalent to the community property interest.	Costing is applied proportionally to both parties, unless the order specifically mandates that only the non-member ex-spouse's portion of the monthly allowance will be reduced. In some instances, but this is uncommon, the parties may also specify that only the member's portion of the monthly allowance be reduced, or that the parties share in the cost equally.
C	Reduced	Up to 50%	1% - 99%	No	Monthly allowance will stop when member dies. If member has a surviving spouse, who is eligible for a continuance, the non-member ex-spouse may share in the ES/DP continuance at a much reduced rate since the Plan will calculate the non-member's ex-spouse's share as if the member had elected option Full. The continuance will stop upon the new spouse's death.	Only the member's share of the allowance will be reduced unless the parties intend for the non-member ex-spouse to have a proportional share of the ES/DP continuance; in which case, the order must mandate for the non-member ex-spouse to pay a proportional share of the cost reduction.
D	Reduced	100%	No	No	Monthly allowance will stop when member dies. If member has a surviving spouse, who is eligible for a continuance, the non-member ex-spouse may share in the ES/DP continuance at a much reduced rate since the Plan will calculate the non-member's ex-spouse's share as if the member had elected option Full. The continuance will stop upon the new spouse's death.	Only the member's share of the allowance will be reduced unless the parties intend for the non-member ex-spouse to have a proportional share of the ES/DP continuance; in which case, the order must mandate for the non-member ex-spouse to pay a proportional share of the cost reduction.
E	Reduced	51% - 99%	No	No	Monthly allowance will stop when member dies. If member has a surviving spouse, who is eligible for a continuance, the non-member ex-spouse may share in the ES/DP continuance at a much reduced rate since the Plan will calculate the non-member's ex-spouse's share as if the member had elected option Full. The continuance will stop upon the new spouse's death.	Only the member's share of the allowance will be reduced unless the parties intend for the non-member ex-spouse to have a proportional share of the ES/DP continuance; in which case, the order must mandate for the non-member ex-spouse to pay a proportional share of the cost reduction.

ADDITIONAL ANNUITY

The Additional Annuity program is a voluntary program to help members save additional monies for retirement. Members may contribute up to 10% of their base compensation to provide a monthly annuity at retirement separate from the regular retirement allowance. Additional contributions earn interest while on deposit at the rate specified in the Plan. At retirement, members can choose to have the Additional Annuity paid out as a monthly allowance, a lump sum refund, a rollover to a qualified plan, or any combination of the three.

If a member participates in the Additional Annuity program during the marital period, the contributions and interest attributable to the marital period may be community property.

When the member retires or quits and elects a distribution from the Plan, and the Plan has been advised of an adverse claim, the Plan will hold one-half of the contributions and interest attributable to the marital period in abeyance, pending the final judgment in the dissolution proceedings. Any amount held in abeyance or payable to the non-member ex-spouse cannot be paid out as a monthly annuity.

PURCHASE OF SERVICE CREDIT

In certain instances, the Plan allows members to purchase service credit, such as time worked in other government agencies where the member will not receive any benefits from the other agency. Payment for the purchase can be made by payroll deductions, lump sum payment, rollover from the other government agency, or rollover from the City of Los Angeles Deferred Compensation plan.

If the dates worked for the time being purchased is during the marital period, the Plan will treat the purchase as community property. If the member paid for the contract outside of the marital period, then it is important for the parties to consider whether to exclude the purchased time from the community property interest calculation.

If the dates worked for the time being purchased is outside of the marital period, the Plan will not include the purchase in the community property calculation. If the member paid for the contract with marital funds, then it is important for the parties to consider whether to include the purchased time in the community property interest calculation.

DEATH OF THE MEMBER

Death While in Active Service to the Department

If the member dies while he/she is in active service in the Department, his/her beneficiary may be eligible for a Death Benefit from the Plan, which consists of the following:

- Insured life death benefit equal to 14 times the member's base monthly compensation (no maximum); and
- Refund of the member's contributions and interest*; and
- Any unpaid Disability Benefits; if applicable.

*In lieu of a refund of the member's contributions and interest, the member's current surviving spouse/domestic partner may be eligible to receive a lifetime monthly allowance.

When the member dies in active service, and the Plan has been advised of an adverse claim, the Plan will hold a proportional share of the death benefit in abeyance, pending the final judgment in the dissolution proceedings. To the extent possible, the Plan will apportion the community property interest in the refund of the member's contribution and interest to the insured life death benefit to preserve the current spouse/domestic partner's eligibility to a survivorship allowance.

Death After Retirement

If the member dies after retirement, his/her beneficiary may be eligible for a Death Benefit from the Plan, which consists of the following:

- Insured life death benefit equal to 14 times the member's option Full allowance (maximum of \$20,000); and
- Accrued retirement benefit not yet paid at time of death.

When the member dies after retirement, and the Plan has been advised of an adverse claim, the Plan will hold a proportional share of the death benefit in abeyance, pending the final judgment in the dissolution proceedings.

If the non-member ex-spouse is currently receiving a share of the monthly allowance, the allowance will stop, unless there is an ES/DP continuance payable, or the member selected

an Option B or C, naming the non-member ex-spouse as the beneficiary to the continuance. See the section on Options for more details.

DEATH OF THE NON-MEMBER EX-SPOUSE

The Plan will transfer the non-member ex-spouse's community property interest to his/her beneficiary or estate, unless the order states that the interest will revert to the member. As such, it is important for the non-member ex-spouse to make a beneficiary designation with the Plan when he/she has been awarded an interest in the member's benefits.

If the non-member ex-spouse predeceases the member before retirement and the order mandates that the member elect an Option C at retirement, the Plan will allow the member to choose whatever option he/she wants.

If the non-member ex-spouse predeceases the member after retirement and the member elected an Option C at retirement, the Option C continuance will no longer be payable when the member dies. The reduction that was applied at the time of the Option C election will still be applicable.

COST-OF-LIVING ADJUSTMENTS

The Plan provides for an annual cost-of-living adjustment (COLA) for eligible recipients of monthly allowances each July 1. The Plan will proportionally apply the COLA to the non-member ex-spouse's share of the monthly allowance, unless the order specifically states otherwise.

In the case where the community property interest is specified as a set dollar amount, the Plan will apply all of the COLA to the member's share of the monthly allowance, unless the order specifically states otherwise.

ATTACHMENTS

In the following pages, this Guide provides three versions of draft exemplars of language which has been used in various cases. By providing these exemplars, the Plan is not providing legal advice. The parties should seek independent legal counsel.

- **Exemplar #1** is applicable to members who have not yet retired or members who have terminated employment but have not taken a distribution from the Plan.
- **Exemplar #2** is applicable to members who have already retired.
- **Exemplar #3** is applicable to members who have not yet retired, and the ex-spouse is making a **Gillmore election**.

1 EXEMPLAR #1 – ACTIVE

2 (NOTES should not be written into the order. When sections are marked as ALTERNATE, use only
3 one of the alternates in the order. This exemplar only applies to employees who have not taken a
4 distribution from the Plan.)

5
6 For additional information on benefits administered by the Plan, please call the Retirement Office at
7 (213) 367-1715 and ask to speak with a Divorce Counselor. Additional information regarding Plan
8 benefits can be found in the Summary Plan Descriptions for Tier 1 and Tier 2, and “Guide to
9 Divorce” (Guide).

10
11 **DISSOLUTION AGREEMENT REGARDING THE WATER AND POWER EMPLOYEES’**
12 **RETIREMENT, DISABILITY AND DEATH BENEFIT INSURANCE PLAN**

13
14 The Court finds and orders:

- 15 1. That Member _____ hereinafter referred to as “Member”, and Non-Member _____
16 hereinafter referred to as “Ex-Spouse” were married on _____ and separated on
17 _____. (Do not include following NOTES in order: If both parties are Plan members,
18 please identify them as Petitioner and Respondent throughout the order. In such case, the
19 order shall apply to both parties unless specifically noted otherwise.)
- 20
21 2. That a final dissolution of marriage was entered on _____ and Ex-Spouse was awarded a
22 community property interest in Member’s retirement benefits with the Water and Power
23 Employees’ Retirement Plan (Plan). (Do not include following NOTES in order: If the
24 parties are not divorced, please see the section in the Guide regarding a legal separation.)
- 25
26 3. That the Board of Administration of the Plan has been joined as a claimant in this proceeding
27 pursuant to Family Code Sections 2060 and 2061, and is responsible for administering the
28 retirement benefits provided for by said Plan, pursuant to Section 1180 of the Charter of the
29 City of Los Angeles.
- 30

1 **ALTERNATE (do not include both paragraphs):** That this proceeding has been filed outside
2 of the state of California, and the parties acknowledge that Member must sign an
3 authorization for the Plan, which is responsible for administering the retirement benefits
4 provided for by said Plan, pursuant to Section 1180 of the Charter of the City of Los Angeles,
5 to pay any community property benefits to the Ex-Spouse.
6

7 4. That Member is/was employed by the Department of Water and Power of the City of Los
8 Angeles (Department) and is/was an active member of the Plan. Member has contributions on
9 deposit with the Plan, thereby retaining certain rights to benefits under said Plan.
10

11 5. That the community interest in Member's entitlement to retirement benefits from the Plan
12 shall be determined by dividing the period of time that Member was an active member of the
13 Plan while married to Ex-Spouse from date of marriage to date of separation by the total
14 period of time that Member was an active member of the Plan; one-half of the benefits
15 attributable to the community interest so established is hereby awarded to Ex-Spouse as
16 his/her separate property.
17

18 6. The remainder of Member's retirement benefits is awarded to Member as his/her separate
19 property.
20

21 7. That Ex-Spouse's current address, phone number, date of birth, and Social Security number
22 are provided under separate cover.
23

24 8. That Ex-Spouse is ordered to keep the Board of Administration advised as to his/her current
25 address at all times.
26

27 9. That this order shall constitute an assignment of that portion of the retirement benefits
28 payable to Ex-Spouse and the Board of Administration is hereby ordered to pay directly to Ex-
29 Spouse his/her entitlement, if any, pursuant to this order, provided that this order shall not be
30

1 enforceable against the Board of Administration until 30 days after a certified copy of this
2 order has been served on it, as provided in Family Code Section 2073.

3
4 10. That in accordance with Family Code Section 2500 and 2610, the court expressly reserves
5 jurisdiction over any and all retirement benefits which are due, or may be due, to the parties
6 under Member's membership in the Plan.

7
8 11. That any Plan benefits not specifically divided by this order shall be paid in accordance with
9 the provisions of the Plan.

10
11 12. That in the event Member resigns from Department employment and Plan membership and
12 seeks to withdraw his/her contributions, Ex-Spouse shall be entitled to be paid a portion of the
13 contributions and interest in the same proportion that Ex-Spouse is entitled to receive a
14 portion of the retirement benefits under paragraph 5 above, and the remainder thereof shall
15 be paid to Member as his/her separate property.

16
17 13. Upon retirement, Member shall elect to receive an Option "C" retirement under the Plan,
18 whereby Ex-Spouse shall be designated as the beneficiary to receive a survivorship
19 continuance in the event that Member shall predecease him/her. The continuance that
20 Member elects for Ex-Spouse under Option "C" shall be that percentage which most closely
21 approximates Ex-Spouse's community property portion of the retirement benefits under
22 paragraph 5 above. This election requirement shall cease if Ex-Spouse predeceases Member
23 prior to Member's retirement. All costs associated with the option selection shall be applied

24 _____ . (SELECT ONLY ONE of the following to fill in the blank:
25 proportionately to each party's share of the monthly allowance; or equally to each party's
26 share of the monthly allowance; or to Ex-Spouse's share of the monthly allowance; or
27 to Member's share of the monthly allowance)

28 **ALTERNATE (do not include both paragraphs):** Whatever option Member exercises at
29 retirement, in the event Member predeceases Ex-Spouse, Ex-Spouse shall be entitled to be
30 paid a portion of any survivorship annuity otherwise payable to a third party in the same

1 proportion that Ex-Spouse is entitled to receive a portion of the retirement benefits under
2 paragraph 5 above. Ex-Spouse's proportional share of the third party annuity shall terminate
3 upon the death of the third party, or if no third party exists, Ex-Spouse shall receive no
4 monthly annuity after Member dies. This provision shall not apply if Member has designated
5 Ex-Spouse as the beneficiary of a survivorship option.
6

- 7 14. In the event Ex-Spouse predeceases Member, Ex-Spouse's named beneficiary shall be entitled
8 to succeed to Ex-Spouse's interest in Member's Plan benefits; or in the event no named
9 beneficiary survives Ex-Spouse, Ex-Spouse's estate shall be entitled to succeed to Ex-Spouse's
10 interest.

11 **ALTERNATE (do not include both paragraphs):** In the event Ex-Spouse predeceases
12 Member, Ex-Spouse's community interest in Member's benefits shall revert back to Member.
13

- 14 15. If payable, with regard to the insured life death benefit, which is calculated at 14 times the
15 Member's monthly salary (active) or 14 times the Option Full allowance up to a maximum of
16 \$20,000 (retired), in the event Member predeceases Ex-Spouse, before or after retirement, Ex-
17 Spouse shall be entitled to receive a portion of said insured life death benefit in the same
18 proportion that Ex-Spouse is entitled to receive a portion of the retirement benefits under
19 paragraph 5 above. This provision shall apply to any accrued disability or retirement, if
20 payable.

21 **ALTERNATE (do not include both paragraphs):** That the right to designate a beneficiary or
22 beneficiaries for the insured life death benefit, including any accrued disability or accrued
23 retirement, if payable, under the Plan belongs solely to Member. Ex-Spouse waives his/her
24 rights to any and all death benefits payable from the Plan as a result of Member's death,
25 except for a survivorship continuance, if applicable.
26

- 27 16. With regard to the retirement contributions, in the event Member predeceases Ex-Spouse
28 while still an active employee, Ex-Spouse shall be entitled to be paid a portion of the
29 retirement contributions including interest thereon in the same proportion that Ex-Spouse is
30 entitled to receive a portion of the retirement benefits under paragraph 5 above. Provided

1 however, that in order to permit a subsequent spouse to qualify for a spousal annuity if
2 otherwise eligible, provided there are sufficient funds, the Plan may pay Ex-Spouse's entire
3 community interest (including return of retirement contributions) from the insured life death
4 benefit as though Ex-Spouse had waived his/her rights to the return of contributions.

5 **ALTERNATE (do not include all three paragraphs):** With regard to the retirement
6 contributions, in the event Member predeceases Ex-Spouse while still an active employee, Ex-
7 Spouse may at his/her discretion waive his/her right to the return of retirement contributions
8 in lieu of a share of the spousal annuity in the same proportion that Ex-Spouse is entitled to
9 receive a portion of the retirement benefits under paragraph 5 above for the lifetime of the
10 subsequent spouse; however, such election must be completed within sixty (60) days from the
11 date that the Plan is notified of Member's death.)

12 **ALTERNATE (do not include all three paragraphs):** In the event Member predeceases Ex-
13 Spouse while still an active employee, Ex-Spouse waives his/her rights with regard to the
14 return of retirement contributions and interest.

- 15
16 17. With regard to contributions for the Additional Annuity, upon retirement or in the event
17 Member predeceases Ex-Spouse before retirement, Ex-Spouse is entitled to be paid directly
18 one-half of the Additional Annuity contributions, including interest thereon, attributable to
19 Member's Plan membership during the period of marriage as his/her separate property. Ex-
20 Spouse may not elect to have his/her portion paid out as a monthly annuity.

21 **ALTERNATE (do not include both paragraphs):** With regard to contributions for the
22 Additional Annuity, Member is awarded 100% of the contributions, including interest
23 thereon.

- 24
25 18. **(Do not include following NOTES in order: Unless specified otherwise, pursuant to**
26 **paragraph 5, the Plan will include service purchase contracts where the dates of employment**
27 **are within the marital period.)**

28 With regard to any purchase of service credit, Ex-Spouse is entitled to the portion of the
29 contract attributable to the community period, either by time worked or funds paid. Further,
30 if the contract is calculated at Full Actuarial Costing and an additional payment is required at

1 retirement, Ex-Spouse shall receive a pro-rata share of the contract as if Member did not make
2 the additional "True Up" cost. However, if a refund is due, Ex-Spouse shall receive a
3 proportional share of the refund attributable to the payments that were made during the
4 marital period.

5 **ALTERNATE (do not include both paragraphs):** With regard to any purchase of service
6 credit, Ex-spouse is not entitled to any of the service credit purchased and the time shall not
7 be included in the community interest.

8
9 19. Each party shall have a proportional share of the annual Cost-of-Living Adjustment, if
10 applicable.

11 **ALTERNATE (do not include both paragraphs):** The annual Cost-of-Living Adjustment, if
12 applicable, shall only be applied to Member's share of the monthly allowance.

13
14 20. Each party shall be individually responsible for any and all federal and/or state tax liability
15 arising from or relating to payments made from the Plan pursuant to this order.

1 **EXEMPLAR #2 – RETIRED**

2 (NOTES should not be written into the order. When sections are marked as **ALTERNATE**, use only
3 one of the alternates in the order. This exemplar only applies to retirees of the Plan.)
4

5 For additional information on benefits administered by the Plan, please call the Retirement Office at
6 (213) 367-1715 and ask to speak with a Divorce Counselor. Additional information regarding Plan
7 benefits can be found in the Summary Plan Descriptions for Tier 1 and Tier 2, and “Guide to
8 Divorce” (Guide).
9

10 **DISSOLUTION AGREEMENT REGARDING THE WATER AND POWER EMPLOYEES’**
11 **RETIREMENT, DISABILITY AND DEATH BENEFIT INSURANCE PLAN**
12

13 The Court finds and orders:

14 1. That Member _____ hereinafter referred to as “Member”, and Non-Member _____
15 hereinafter referred to as “Ex-Spouse” were married on _____ and separated on
16 _____. (Do not include following NOTES in order: If both parties are Plan members,
17 please identify them as Petitioner and Respondent throughout the order. In such case, the
18 order shall apply to both parties unless specifically noted in the order.)
19

20 2. That a final dissolution of marriage was entered on _____ and Ex-Spouse was awarded a
21 community property interest in Member’s retirement benefits with the Water and Power
22 Employees’ Retirement Plan (Plan). (Do not include following NOTES in order: If the parties
23 are not divorced, please see the section in the Guide regarding a legal separation.)
24

25 3. That the Board of Administration of the Plan has been joined as a claimant in this proceeding
26 pursuant to Family Code Sections 2060 and 2061, and is responsible for administering the
27 retirement benefits provided for by said Plan, pursuant to Section 1180 of the Charter of the
28 City of Los Angeles.

29 **ALTERNATE (do not include both paragraphs):** That this proceeding has been filed outside
30 of the state of California, and the parties acknowledge that Member must sign an

1 authorization for the Plan, which is responsible for administering the retirement benefits
2 provided for by said Plan, pursuant to Section 1180 of the Charter of the City of Los Angeles,
3 to pay any community property benefits to the Ex-Spouse.
4

5 4. That Member is a retired member of the Plan and is receiving a monthly allowance from the
6 Plan.
7

8 5. That the community interest in Member's entitlement to retirement benefits from the Plan
9 shall be determined by dividing the period of time that Member was an active member of the
10 Plan while married to Ex-Spouse from date of marriage to date of separation by the total
11 period of time that Member was an active member of the Plan; one-half of the benefits
12 attributable to the community interest so established is hereby awarded to Ex-Spouse as
13 his/her separate property.
14

15 6. The remainder of Member's retirement benefits is awarded to Member as his/her separate
16 property.
17

18 7. That Ex-Spouse's current address, phone number, date of birth, and Social Security number
19 are provided under separate cover.
20

21 8. That this order shall constitute an assignment of that portion of the retirement benefits
22 payable to Ex-Spouse and the Board of Administration is hereby ordered to pay directly to Ex-
23 Spouse his/her entitlement, if any, pursuant to this order, provided that this order shall not be
24 enforceable against the Board of Administration until 30 days after a certified copy of this
25 order has been served on it, as provided in Family Code Section 2073.
26

27 9. That in accordance with Family Code Section 2500 and 2610, the court expressly reserves
28 jurisdiction over any and all retirement benefits which are due, or may be due, to the parties
29 under Member's membership in the Plan.
30

1 10. That any Plan benefits not specifically divided by this order shall be paid in accordance with
2 the provisions of the Plan.

3
4 11. That Member having retired from the Plan prior to the marital dissolution, shall elect to
5 change his/her retirement option to an Option "C" retirement under the Plan, whereby Ex-
6 Spouse shall be designated as the beneficiary to receive a survivorship continuance in the
7 event that Member shall predecease him/her. The continuance that Member elects for Ex-
8 Spouse under Option "C" shall be that percentage which most closely approximates Ex-
9 Spouse's community property portion of the retirement benefits under paragraph 5 above.
10 All costs associated with the option selection shall be applied _____.

11 **(SELECT ONLY ONE of the following to fill in the blank: proportionately to each party's**
12 **share of the monthly allowance; or equally to each party's share of the monthly allowance; or**
13 **to Ex-Spouse's share of the monthly allowance; or to Member's share of the monthly**
14 **allowance)**

15 **ALTERNATE (do not include both paragraphs):** That Member having retired from the Plan
16 and selecting Option _____ prior to the marital dissolution shall not change his/her
17 retirement option. Ex-Spouse shall not receive a monthly continuance for his/her life should
18 Member predecease him/her.

19
20 12. In the event Ex-Spouse predeceases Member, Ex-Spouse's named beneficiary shall be entitled
21 to succeed to Ex-Spouse's interest in Member's Plan benefits; or in the event no named
22 beneficiary survives Ex-Spouse, Ex-Spouse's estate shall be entitled to succeed to Ex-Spouse's
23 interest.

24 **ALTERNATE (do not include both paragraphs):** In the event Ex-Spouse predeceases
25 Member, Ex-Spouse's community interest in Member's benefits shall revert back to Member.

26
27 13. If payable, with regard to the death benefits, in the event Member predeceases Ex-Spouse, Ex-
28 Spouse shall be entitled to receive a portion of said death benefits in the same proportion that
29 Ex-Spouse is entitled to receive a portion of the retirement benefits under paragraph 5 above.
30

1 **ALTERNATE (do not include both paragraphs):** That the right to designate a beneficiary or
2 beneficiaries for death benefits under the Plan belongs solely to Member, including any
3 accrued retirement. Ex-Spouse waives his/her rights to any and all death benefits payable
4 from the Plan as a result of Member's death, except for a survivorship continuance, if
5 applicable.

- 6
7 14. With regard to the Additional Annuity, if in pay as an annuity, Ex-Spouse is entitled to be
8 paid directly one-half of the monthly Additional Annuity attributable to the contributions and
9 interest thereon made during the marital period divided by the total contributions and
10 interest in the Additional Annuity account at retirement, pro-rated for any partial lump sum
11 distribution or rollover election at retirement.

12 **ALTERNATE (do not include both paragraphs):** With regard to the Additional Annuity,
13 Member is awarded 100% of the Additional Annuity. However, if Ex-Spouse was named for
14 a survivorship option after Member's death, Ex-Spouse will continue to be eligible for the
15 survivorship option if Member predeceases Ex-Spouse.

- 16
17 15. **(Do not include following NOTES in order: Unless specified otherwise, pursuant to**
18 **paragraph 5, the Plan will include service purchase contracts where the dates of employment**
19 **are within the marital period.)**

20 With regard to any purchase of service credit, Ex-Spouse is entitled to the portion of the
21 contract attributable to the community period, either by time worked or funds paid. This
22 provision shall apply to any "True-Up" calculation made at retirement.

23 **ALTERNATE (do not include both paragraphs):** With regard to any purchase of service
24 credit, Ex-spouse is not entitled to any of the service credit purchased and the time shall not
25 be included in the community interest.

- 26
27 16. Each party shall have a proportional share of the annual Cost-of-Living Adjustment, if
28 applicable.

29 **ALTERNATE (do not include both paragraphs):** The annual Cost-of-Living Adjustment, if
30 applicable, shall only be applied to Member's share of the monthly allowance.

1 17. Each party shall be individually responsible for any and all federal and/or state tax liability
2 arising from or relating to payments made from the Plan pursuant to this order.
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1 EXEMPLAR #3 – GILLMORE

2 (NOTES should not be written into the order. When sections are marked as ALTERNATE, use only
3 one of the alternates in the order. This exemplar only applies to active employees when the non-
4 member ex-spouse is making a Gillmore election.)
5

6 For additional information on benefits administered by the Plan, please call the Retirement Office at
7 (213) 367-1715 and ask to speak with a Divorce Counselor. Additional information regarding Plan
8 benefits can be found in the Summary Plan Descriptions for Tier 1 and Tier 2, and “Guide to
9 Divorce” (Guide).
10

11 **DISSOLUTION AGREEMENT PURSUANT TO GILLMORE REGARDING THE WATER AND
12 POWER EMPLOYEES’ RETIREMENT, DISABILITY AND DEATH BENEFIT INSURANCE PLAN**
13

14 The Court finds and orders:

- 15 1. This order shall supersede any previously filed order in regards to the dissolution of marriage
16 between Member _____ hereinafter referred to as “Member”, and Non-Member
17 _____, hereinafter referred to as “Ex-Spouse”. (Do not include following NOTES in
18 order: If both parties are Plan members, please identify them as Petitioner and Respondent
19 throughout the order. In such case, the order shall apply to both parties unless specifically
20 noted otherwise.)
21
- 22 2. That Member and Ex-Spouse were married on _____ and separated on _____, and
23 a final dissolution of marriage was entered on _____. Ex-Spouse was awarded a
24 community property interest in Member’s retirement benefits with the Water and Power
25 Employees’ Retirement Plan (Plan). (Do not include following NOTES in order: If the
26 parties are not divorced, please see the section in the Guide regarding a legal separation.)
27
- 28 3. That the Board of Administration of the Plan has been joined as a claimant in this proceeding
29 pursuant to Family Code Sections 2060 and 2061, and is responsible for administering the
30

1 retirement benefits provided for by said Plan, pursuant to Section 1180 of the Charter of the
2 City of Los Angeles.

3 **ALTERNATE (do not include both paragraphs):** That this proceeding has been filed outside
4 of the state of California, and the parties acknowledge that Member must sign an
5 authorization for the Plan, which is responsible for administering the retirement benefits
6 provided for by said Plan, pursuant to Section 1180 of the Charter of the City of Los Angeles,
7 to pay any community property benefits to the Ex-Spouse.

8
9 4. That Member is currently employed by the Department of Water and Power of the City of Los
10 Angeles (Department) and is currently eligible to receive a retirement benefit from the Plan.
11 Member has contributions on deposit with the Plan, thereby retaining certain rights to
12 benefits under said Plan.

13
14 5. That Ex-Spouse has applied pursuant to Marriage of Gillmore, 29 Cal.3d 418 (1981) for an
15 order requiring Member to pay Ex-Spouse directly a community interest in Member's
16 entitlement to retirement benefits from the Plan as if Member had retired effective _____.

17
18 6. That the community property interest shall be determined by dividing the period of time that
19 Member was an active member of the Plan while married to Ex-Spouse from date of marriage
20 to date of separation by the total period of time that Member was an active member of the
21 Plan from date of membership to effective retirement date as specified; one-half of the benefits
22 attributable to the community interest so established is hereby awarded to Ex-Spouse as
23 his/her separate property.

24
25 7. That Member is ordered to pay directly to Ex-Spouse the community property interest as
26 calculated by the Plan, adjusted for cost-of-living adjustments (COLA), as applicable under
27 Plan rules until Member's actual retirement date.

28
29 8. That when Member actually retires, the amount so calculated, without COLA, shall be
30 divided by the unmodified, unreduced (Option Full) retirement, without COLA, for

1 Member's actual retirement date (or if Member dies in active service, the amount shall be
2 calculated as if Member had retired the day prior to his/her death), to establish Ex-Spouse's
3 community property interest in Member's Plan benefits.

4
5 9. The remainder of Member's retirement benefits is awarded to Member as his/her separate
6 property.

7
8 10. That Ex-Spouse's current address, phone number, date of birth, and Social Security number
9 are provided under separate cover.

10
11 11. That Ex-Spouse is ordered to keep the Board of Administration advised as to his/her current
12 address at all times.

13
14 12. That this order shall constitute an assignment of that portion of the retirement benefits
15 payable to Ex-Spouse and the Board of Administration is hereby ordered to pay directly to Ex-
16 Spouse his/her entitlement, if any, pursuant to this order, provided that this order shall not be
17 enforceable against the Board of Administration until 30 days after a certified copy of this
18 order has been served on it, as provided in Family Code Section 2073.

19
20 13. That in accordance with Family Code Section 2500 and 2610, the court expressly reserves
21 jurisdiction over any and all retirement benefits which are due, or may be due, to the parties
22 under Member's membership in the Plan.

23
24 14. That any Plan benefits not specifically divided by this order shall be paid in accordance with
25 the provisions of the Plan.

26
27 15. That in the event Member resigns from Department employment and Plan membership and
28 seeks to withdraw his/her contributions, Ex-Spouse shall be entitled to be paid a portion of the
29 retirement contributions including interest thereon in the same proportion that Ex-Spouse
30 entitled to receive a portion of the retirement benefits under paragraph 8 above, and the

1 remainder thereof shall be paid to Member as his/her separate property, notwithstanding any
2 payments made pursuant to Gillmore. **(Do not include following NOTES in order: The**
3 **parties may want to consider an equalization amount to offset the payments made pursuant**
4 **to Gillmore prior to the election to withdraw. Such consideration shall not involve the Plan**
5 **and shall not be enforced by the Plan.)**
6

- 7 16. Upon retirement, Member shall elect to receive an Option "C" retirement under the Plan,
8 whereby Ex-Spouse shall be designated as the beneficiary to receive a survivorship
9 continuance in the event that Member predeceases him/her. The continuance that Member
10 elects for Ex-Spouse under Option "C" shall be that percentage which most closely
11 approximates Ex-Spouse's community property portion of the retirement benefits under
12 paragraph 8 above. This election requirement shall cease if Ex-Spouse predeceases Member
13 prior to Member's retirement. All costs associated with the option selection shall be applied
14 _____ **(SELECT ONLY ONE of the following to fill in the blank:**
15 **proportionately to each party's share of the monthly allowance; or equally to each party's**
16 **share of the monthly allowance; or to Ex-Spouse's share of the monthly allowance; or to**
17 **Member's share of the monthly allowance)**
18 **ALTERNATE (do not include both paragraphs):** Whatever option Member exercises at
19 retirement, in the event Member predeceases Ex-Spouse, Ex-Spouse shall be entitled to be
20 paid a portion of any survivorship annuity otherwise payable to a third party in the same
21 proportion that Ex-Spouse is entitled to receive a portion of the retirement benefits under
22 paragraph 8 above. Ex-Spouse's proportional share of the third party annuity shall terminate
23 upon the death of the third party, or if no third party exists, Ex-Spouse shall receive no
24 monthly annuity after Member dies. This provision shall not apply if Member has designated
25 Ex-Spouse as the beneficiary of a survivorship option.
26

- 27 17. In the event Ex-Spouse predeceases Member, Ex-Spouse's named beneficiary shall be entitled
28 to succeed to Ex-Spouse's interest in Member's Plan benefits; or in the event no named
29 beneficiary survives Ex-Spouse, Ex-Spouse's estate shall be entitled to succeed to Ex-Spouse's
30 interest.

1 **ALTERNATE (do not include both paragraphs):** In the event Ex-Spouse predeceases
2 Member, Ex-Spouse's community interest in Member's benefits shall revert back to Member.

- 3
4 18. **(Do not include following NOTES in order: The alternate provisions for the insured life**
5 **death benefit will greatly change the amounts payable to either party in case of the Member's**
6 **death prior to retirement. Please speak with a Divorce Counselor to get additional**
7 **clarifications before making a selection.)**

8 If payable, with regard to the insured life death benefit, which is calculated at 14 times the
9 Member's monthly salary (active) or 14 times the Option Full allowance up to a maximum of
10 \$20,000 (retired), in the event Member predeceases Ex-Spouse, after retirement, Ex-Spouse
11 shall be entitled to receive a portion of said insured life death benefit, including any accrued
12 retirement, in the same proportion that Ex-Spouse is entitled to receive a portion of the
13 retirement benefits under paragraph 8 above. However, if member dies prior to retirement,
14 **Ex-Spouse's community property interest in the insured life death benefit shall be**
15 **calculated as if Member had in fact retired the day prior to death.**

16 **ALTERNATE (do not include all three paragraphs):** If payable, with regard to the insured life
17 death benefit, which is calculated at 14 times the Member's monthly salary (active) or 14 times
18 the Option Full allowance up to a maximum of \$20,000 (retired), in the event Member
19 predeceases Ex-Spouse, after retirement, Ex-Spouse shall be entitled to receive a portion of
20 said insured life death benefit, including any accrued retirement, in the same proportion that
21 Ex-Spouse is entitled to receive a portion of the retirement benefits under paragraph 8 above.
22 However, if member dies prior to retirement, **Ex-Spouse's community property interest in**
23 **the insured life death benefit shall be calculated using the salary in effect on the day prior**
24 **to the effective retirement date for the Gillmore election as specified in paragraph 5.**

25 **ALTERNATE (do not include all three paragraphs):** That the right to designate a beneficiary
26 or beneficiaries for the insured life death benefit, including any accrued retirement, if payable,
27 under the Plan belongs solely to Member. Ex-Spouse waives his/her rights to in any and all
28 death benefits payable from the Plan as a result of Member's death, except for a survivorship
29 continuance, if applicable.

1 19. With regard to the retirement contributions, in the event Member predeceases Ex-Spouse
2 while still an active employee, Ex-Spouse shall be entitled to be paid a portion of the
3 retirement contributions including interest thereon in the same proportion that Ex-Spouse is
4 entitled to receive a portion of the retirement benefits under paragraph 8 above. Provided
5 however, that in order to permit a subsequent spouse to qualify for a spousal annuity if
6 otherwise eligible, Ex-Spouse waives his/her right to the return of retirement contributions in
7 lieu of a share of the spousal annuity in the same proportion that Ex-Spouse is entitled to
8 receive a portion of the retirement benefits under paragraph 8 above for the lifetime of the
9 subsequent spouse. However, as Ex-Spouse having made an election pursuant to Gillmore as
10 if Member had retired, Ex-Spouse's community property interest in the survivorship
11 continuance shall be calculated as if Member had in fact retired the day prior to death and
12 elected the unmodified, unreduced (Option Full) retirement.

13 **ALTERNATE (do not include both paragraphs):** With regard to the retirement contributions,
14 in the event Member predeceases Ex-Spouse while still an active employee, Ex-Spouse shall
15 be entitled to be paid a portion of the retirement contributions including interest thereon in
16 the same proportion that Ex-Spouse is entitled to receive a portion of the retirement benefits
17 under paragraph 8 above. Provided however, that in order to permit a subsequent spouse to
18 qualify for a spousal annuity if otherwise eligible, Ex-Spouse waives his/her right to the return
19 of retirement contributions in lieu of a proportional share of the modified, reduced (Option D)
20 spousal annuity in the same proportion that Ex-Spouse is entitled to receive a portion of the
21 retirement benefits under paragraph 8 above for the lifetime of the subsequent spouse.
22

23 20. With regard to contributions for the Additional Annuity, if made during the marital period,
24 upon retirement or in the event Member predeceases Ex-Spouse before retirement, Ex-Spouse
25 is entitled to be paid directly one-half of the Additional Annuity contributions, including
26 interest thereon, attributable to Member's Plan membership during the period of marriage as
27 his/her separate property. Ex-Spouse may not elect to have his/her portion paid out as a
28 monthly annuity.
29
30

1 **ALTERNATE (do not include both paragraphs):** With regard to contributions for the
2 Additional Annuity, if made during the marital period, Member is awarded 100% of the
3 contributions, including interest thereon.
4

- 5 21. **(Do not include following NOTES in order: Unless specified otherwise, pursuant to**
6 **paragraph 5, the Plan will include service purchase contracts where the dates of employment**
7 **are within the marital period.)**

8 With regard to any purchase of service credit, Ex-Spouse is entitled to the portion of the
9 contract attributable to the community period, either by time worked or funds paid. Further,
10 if the contract is calculated at Full Actuarial Costing and an additional payment is required at
11 retirement, Ex-Spouse shall receive a pro-rata share of the contract as if Member did not make
12 the additional "True Up" cost. However, if a refund is due, Ex-Spouse shall receive a
13 proportional share of the refund attributable to the payments that were made during the
14 marital period.

15 **ALTERNATE (do not include both paragraphs):** With regard to any purchase of service
16 credit, Ex-spouse is not entitled to any of the service credit purchased and the time shall not
17 be included in the community interest.
18

- 19 22. Each party shall have a proportional share of the annual Cost-of-Living Adjustment, if
20 applicable.

21 **ALTERNATE (do not include both paragraphs):** The annual Cost-of-Living Adjustment, if
22 applicable, shall only be applied to Member's share of the monthly allowance.
23

- 24 23. Each party shall be individually responsible for any and all federal and/or state tax liability
25 arising from or relating to payments made from the Plan pursuant to this order.
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