**Dissolution of Marriage Guidelines**

**Active / Deferred Member**

**Model B – Separate Accounts**

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# Important Guidelines Applicable to a Dissolution of Marriage for an Active or Deferred Member Prior to Retirement

**CAUTION**: **You are hereby advised to seek competent legal counsel.**

The disposition of retirement benefits in domestic relations proceedings involves complex marital and tax issues.

The Sonoma County Employees’ Retirement Association (SCERA), its agents and consultants are not authorized to give legal or financial advice and, therefore, make no representation as to the sufficiency of the sample order under applicable federal or state law or as to legal or financial consequences.

This booklet provides general information about Domestic Relations Orders to be administered by SCERA pursuant to Article 8.4 of the County Employees Retirement Law (CERL) (Gov. Code §§ 31685 et. seq.), but it does not describe every detail. Dividing accounts under Article 8.4 is optional. If you do not wish to divide an account pursuant to Article 8.4, please see the Divorce/Domestic Partnership Dissolution Information packet on the SCERA website. SCERA has tried to make this booklet as informative as possible on the subjects that are of most interest to the members. However, it is impossible to cover all issues and address all contingencies in a booklet of this type.

You should not rely solely on the information contained in this booklet. The disposition of your benefits will be determined according to your particular situation and the applicable provisions of the California Family Code and Government Code, state and federal case law, and SCERA’s Bylaws and policies. No statement in this guide is a legally binding interpretation, enlargement, or amendment of the provisions in the California Family Code or Government Code, case law or SCERA’s Bylaws and policies.

The California legislature periodically makes revisions and additions to retirement law. The SCERA Board periodically makes revisions and additions to the SCERA Bylaws and policies or provides interpretations of the law, Bylaws or policies. This booklet is updated to the date shown below. Plan terms are subject to change with or without notice. The most recent version of this booklet and additional information is available on the SCERA website: www.scretire.org.

The information presented in this guide should not be construed as legal or financial advice or as a legal opinion on specific facts. For legal advice regarding specific facts, consult an attorney knowledgeable in family law and retirement law matters. For financial advice, consult a qualified expert.

These Guidelines provide for the division of the community property interest of SCERA member benefits in accordance with the provisions of a court order setting forth the terms and conditions of the dissolution of a member’s marriage issued pursuant to the Family Code and applicable case law. These Guidelines may only be used by active or deferred members of SCERA who are not receiving at retirement benefit. Article 8.4 is not available to retired members of SCERA. Retired members should review the Dissolution of Marriage Guidelines for retired members.

# Authority

These Guidelines are based on the provisions of Article 8.4 of the County Employees’ Retirement Law of 1937 (which begins at section 31685 of the California Government Code).Article 8.4 provides for the division of the community property interests of SCERA Members in accordance with the provisions of a Court order setting forth the terms and conditions of the dissolution of a Member’s marriage issued pursuant to section 2610 of the Family Code.

Article 8.4 was made operative in Sonoma County by Resolution No. 18-0126 adopted by majority vote of the Board of Supervisors on April 10, 2018.

# A Joinder is Mandatory

SCERA must be joined as a party to the proceedings in order to comply with a Domestic Relations Order (DRO). Joinder forms can be found at [www.courts.ca.gov/forms](http://www.courts.ca.gov/forms). The Claimant (the individual being served) is “Sonoma County Employees’ Retirement Association”.

The Court is prohibited from imposing a DRO on SCERA to pay benefits with a total value that would exceed the value the member would have received if the DRO had not been issued. The Court is also prohibited from imposing a DRO on SCERA to provide a benefit that is different in form than that available to the member under the provisions of the County Employees Retirement Law of 1937 (CERL).

# Review of Draft DRO

SCERA must review the draft DRO before its submission to the Court to avoid delay of receipt of retirement benefits or additional costs to bring the DRO into compliance with the law.

# Employee Retirement Income Security Act (ERISA)

SCERA is not subject to ERISA, or any other provisions of law applicable to Qualified Domestic Relations Orders (QDROs).

# Releases

Pursuant to §31532 of the CERL, the member must submit a signed, dated and witnessed ***Authorization to Release Information*** to his/her attorney and/or nonmember spouse’s attorney or any other necessary party (e.g., economist/actuary, etc.) prior to SCERA providing any information to anyone other than the member. These forms are available on the SCERA website: [www.scretire.org](http://www.scretire.org).

# Guidelines are not Mandatory

Members and nonmembers are not mandated to use the proposed orders in these Guidelines. These Guidelines are intended to provide the parties with reasonable flexibility, while facilitating the drafting of DROs which can be uniformly implemented by the SCERA Administrator. However, SCERA cannot comply with an order that is not consistent with the law or cannot be administered by SCERA. Obtaining SCERA’s approval of a DRO prior to filing with the court will avoid costly and time-consuming actions to set aside a deficient DRO.

# Vesting Calculation

The calculation for vesting uses the periods of service from the member’s Entry Date up to the date of Dissolution or Legal Separation (must have an separation order filed with the Court). The community property calculation uses the periods of service from the Date of Marriage up to the Date of Separation. The service credit amount will not be the same.

# Disability Retirement

Division of retirement benefits may present complex issues when the member receives a disability retirement. Under Article 8.4 the nonmember cannot receive a retirement benefit until either the member or the nonmember reach minimum age and service requirements.

# Service Connected Disability Retirement and Taxes

Internal Revenue Code § 104 may only allow the SCERA member granted a service connected disability retirement to claim the benefit as non-taxable.  A payment made to an ex-spouse under a DRO will be considered taxable income by SCERA and a 1099R will be issued.  The foregoing is not intended as legal or tax advice.  Consult a tax attorney for legal and tax advice and/or a tax professional for tax advice.

# Deferred Compensation

SCERA does not administer the Sonoma County’s 457 Deferred Compensation Plan or 401(k) plan. Contact the Sonoma County Deferred Compensation Office at (707) 565‑3221.

# Other Information

Please refer to SCERA’s website at [www.scretire.org](file:///%5C%5Cwin.root.sonoma.gov%5Cretireroot%5CRETIRE-DATA%5CJackie%5CDRO%5Cwww.scretire.org). It describes SCERA’s benefit programs and includes instructions on how to estimate your SCERA retirement benefit.

We suggest that you contact SCERA for assistance early in the dissolution process. SCERA staff cannot provide you with legal advice. However, once you have reviewed the information provided in this booklet, SCERA staff will be happy to answer non-legal questions you may have about how a dissolution may impact your retirement benefit.

For additional information contact:

SCERA

433 Aviation Blvd., Suite 100

Santa Rosa, CA 95403

(707) 565‑8100

# Scenarios

The following table describes the effects of various situations on the parties’ SCERA benefits:

|  |
| --- |
| **Impact of Model Domestic Relations Order (Article 8.4)** |
| Scenario | Member’s Account | Nonmember’s Account |
| Member is **Vested***[5-years of accumulated service credit at the time of the* ***dissolution or legal separation****]* | * Service Credit, Contributions & Interest are divided in accordance with the DRO.
* Member may name beneficiary.
* Member remains vested.
 | * Separate Account is established, with Service Credit, Contributions

& Interest credited in accordance with the DRO.* Nonmember may name beneficiary.
* Nonmember may maintain the Separate Account or request a refund.
 |
| Member is **Not Vested** *[Less than 5-years of accumulated service credit at the time of the* ***dissolution or legal separation****]* | * Service Credit, Contributions & Interest are divided in accordance with the DRO.
* Member may name beneficiary.
* Member will become vested based on combined service credit in both accounts.
 | * Separate Account is established, with Service Credit, Contributions

& Interest credited in accordance with the DRO.SCERA must refund the balance in the Separate Account to the Nonmember.  |
| Nonmember is Paid a Refund | * SCERA must notify the Member.
* Member has five-years to elect to repurchase the service credits which were transferred to Nonmember.
 | * Refund is irrevocable.
* All rights to future SCERA benefits cease.
* Redeposit is prohibited.
 |
| Purchase of Service Credit for Extra Help & Public Service Credit | * Eligible to purchase community property share, if specified in the DRO.
* If DRO is silent, Member may purchase full service credit.
* If Nonmember receives refund or dies, Member may repurchase Nonmember’s service credit.
 | * Eligible to purchase community property share, if specified in the DRO.
* If DRO is silent, Nonmember may not purchase any service credit.
 |
| Redeposit, If Account Withdrawn **after** DRO. | * If eligible to Redeposit Contributions, then same as *“Purchase of Service Credit”*.
* Member has five-years after notice to elect to repurchase the service credits transferred to Nonmember.
 | * If the Nonmember has taken a refund, the Nonmember may not redeposit the withdrawn contributions.
 |

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| --- |
| **Impact of Model Domestic Relations Order (Article 8.4)** |
| Scenario | Member’s Account | Nonmember’s Account |
| Nonmember is notPaid a Refund | * After account is divided pursuant to the DRO, the Member is no longer entitled to the contributions, interest and service credit which were transferred to Nonmember’s Account.
 | * May name a beneficiary.
* Interest is credited semi-annually.
* The Nonmember may receive a service retirement allowance or a death benefit may be paid to a named beneficiary.
 |
| Eligibility for Service Retirement | * Age as defined in law.
* Service credit requirement is met by adding service-credit-earned- before-account-division to service- credit-earned-after-account- division.
* Minimum age requirement is waived if the total service is 20 years for safety members or 30 years for general members.
 | * The Nonmember is eligible to retire when either the Member or the Nonmember have reached the Member’s minimum retirement age and the Member and Nonmember’s combined service credit qualifies for service retirement.
* Minimum age requirement is waived if the total service is 20 years for safety members or 30 years for general members.
 |
| Member Retires**before** Nonmember | * Member’s benefit based on Member’s age factor, final average salary and service credit (combined balance of credit remaining after account division plus credit earned or purchased after account division).
* Member may select any allowance.
 | * The Nonmember will be notified of the Member’s retirement.
* The Nonmember may elect to: (a) defer retirement to a later age, with the member’s final average salary frozen; or (b) begin receiving monthly benefit based on the Member’s final average salary, Nonmember’s age factor, and the Nonmember’s service credit (combined balance of credit after account division plus credit purchased after account division).
 |

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| **Impact of Model Domestic Relations Order (Article 8.4)** |
| Scenario | Member’s Account | Nonmember’s Account |
| Nonmember retires**before** Member | * Same as *“Member Retires Before Nonmember”*
 | * Nonmember’s benefit is based on Member’s final average salary calculated as of the date of the Nonmember’s retirement, the Nonmember’s age factor, and the Nonmember’s service credit (combined balance of credit after account division plus credit purchased after account division).
 |
| Member Dies beforeRetirement | * Benefits paid in accordance with SCERA provisions for the payment of death benefits.
* Beneficiary as named by member.
 | * Nonmember is notified of Member’s death.
* Same as *“Member Retires Before Nonmember”*.
 |
| Nonmember Dies **before** Retirement | * Member is notified of Nonmember’s death & Member’s eligibility to purchase or redeposit, if applicable.
* Member is eligible to purchase Nonmember’s service credit or redeposit contributions; including purchase of service credit which the DRO reserved for the Nonmember, but only if Nonmember had not done so.
 | * Beneficiary named by Nonmember receives Nonmember’s account balance.
 |
| Member Granted a Disability Retirement**before** Nonmember Retires and Member is eligible to service retire | * Combined Member and Nonmember benefit may not exceed the amount which would be paid to the Member if the dissolution of marriage had not occurred.
 | * Nonmember will receive their portion of the Member’s service retirement amount only.
 |

|  |
| --- |
| **Impact of Model Domestic Relations Order (Article 8.4)** |
| Scenario | Member’s Account | Nonmember’s Account |
| Member Granted a Disability Retirement**before** Nonmember Retires and Member is not eligible to service retire | * Combined Member and Nonmember benefit may not exceed the amount which would be paid to the Member if the dissolution of marriage had not occurred.
* Once Nonmember begins receiving a benefit, Member’s benefit will be adjusted to offset for the amount being paid to the Nonmember.
 | * Nonmember is not eligible for a disability retirement. However, when Member is eligible for a service retirement, the Nonmember will receive their portion of the Member’s service retirement amount only.
 |
| Member Granted a Disability Retirement **after** Nonmember Retires | Same as *“Member Granted a Disability Retirement before Nonmember Retires and Member is eligible to service retire”*. | * Nonmember’s benefit stays as is.
 |
| Member With at Least Five Years of Service Before Account Division Terminates | * Member may elect a refund; retirement, if eligible; or deferred retirement.
* If inter-system reciprocity is established, final average compensation will not be frozen.
* If reciprocity is not established, final average compensation is frozen at Member’s termination.
 | * Same as *“Member’s Account”.*
 |

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| **Impact of Model Domestic Relations Order (Article 8.4)** |
| Scenario | Member’s Account | Nonmember’s Account |
| Member With Less Than Five Years of Service Before Account Division Terminates | * Member may elect a refund or a deferred retirement.
 | * Nonmember must receive a refund of the balance of the Nonmember’s account.
 |
| Member With Less Than Five Years of Service Before Account Division Terminates and establishes Reciprocity. Member is deemed Vested. | * Service Credit, Contributions & Interest are divided in accordance with the DRO.
* Member may name beneficiary.
* Member remains vested.
* Highest final average salary between systems will be used.
 | * Separate Account is established, with Service Credit, Contributions & Interest credited in accordance with the DRO.
* Nonmember may name beneficiary.
* Nonmember may maintain the Separate Account or request a refund.
 |

# Sample Domestic Relations Order

### Sonoma County Employees’ Retirement Association

### Model Domestic Relations Order (Article 8.4)

Applicable to Dissolution of Marriage **Prior** to Retirement

**CAUTION:**

Dividing retirement benefits under a Domestic Relations Order involves complex Community Property laws, other marital rights, and tax issues. You are hereby advised to seek the advice of competent legal counsel.

The Sonoma County Employees’ Retirement Association, its agents, counsel, and consultants are not authorized to give you legal advice and make no representation as to this model Order’s sufficiency under applicable federal or state law or as to its legal consequences.

This model Order is in a form acceptable to the Sonoma County Employees’ Retirement Association to allow the Association to administer benefits to the parties.

[NAME OF COUNSEL]

[ADDRESS OF COUNSEL]

[CITY, STATE]

[PHONE NUMBER]

ATTORNEY FOR [PETITIONER/RESPONDENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

In Re the Marriage of ) Case No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 )

Petitioner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) **MODEL ORDER (Article 8.4)**

) STIPULATED DOMESTIC

) RELATIONS

and ) ORDER RE: DIVISION OF

) SONOMA COUNTY EMPLOYEES’

Respondent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) RETIREMENT ASSOCIATION

) BENEFITS

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 Petitioner,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Respondent,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby stipulate as follows:

# RECITALS

1. Petitioner and Respondent were married to each other on \_\_\_\_\_\_\_\_\_\_\_\_\_\_. They separated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and this Court entered a judgement of dissolution of marriage in the action on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. This Court has personal jurisdiction over both Petitioner and Respondent and jurisdiction over the subject matter of this Order and the dissolution of marriage action.
3. Petitioner, Respondent, and the court intend that this Order shall be a Domestic Relations Order dividing the parties’ interests in the Sonoma County Employees’ Retirement Association (SCERA).
4. SCERA was properly joined as a party to the Petitioner and Respondent’s dissolution of marriage action pursuant to sections 2060 through 2065 of the Family Code.
5. The captions and headers in this Order are for the convenience of the parties and the court and do not create any separate right, equitable interest, or other material term of this Order.
6. Petitioner and Respondent stipulate that the court shall enter the following Order:

# STIPULATION AND ORDER

1. This Order is acceptable under the County Employees Retirement Law of 1937 (“CERL”), which is set forth at section 31450, et seq., of the Government Code. SCERA is a governmental plan as defined by 29 U.S.C. § 1002 (32), and is, therefore, statutorily exempt from the provisions of the Employee Retirement Income Security Act (ERISA) 29 U.S.C. §1001, et seq., as amended by the Retirement Equity Act of 1984 (REA) which govern Qualified Domestic Relations Orders. See 29 U.S.C. §1003(b)(1). Therefore, any order directed to it in the instant case should not be referred to as a “Qualified Domestic Relations Order,” nor should it require SCERA to comply with any provisions of ERISA or REA, or any other provisions of law applicable to Qualified Domestic Relations Orders generally.
2. The purpose of this Stipulation and Order is to define the Member and Nonmember’s interests in the Plan. The terms of this Stipulation and Order supersede the Judgment of Dissolution of Marriage and shall control the definition and payment of the parties interests in the SCERA Plan held by the Member.
3. This Order is entered pursuant to the California Family Code.
4. **[Respondent or Petitioner]** (“Member”) and **[Respondent or Petitioner] (**“Nonmember”) have acquired a community interest in the Member’s monthly retirement benefits attributable to periods of service in SCERA from the Date of Marriage up to the Date of Separation.
5. Pursuant to section 31685 of the Government Code, the Court allocates and awards to the Nonmember \_\_\_\_\_\_% of the accumulated retirement contributions and service credit attributable to the Member’s service in SCERA during the period from the Date of Marriage up to the Date of separation (“SCERA Interest”) as the Nonmember’s sole and separate property. All accumulated retirement contributions and service credit attributable to the Member’s service in SCERA which are not awarded to the Nonmember pursuant to this Order shall be the Member’s sole and separate property.
6. Pursuant to section 31685 of the Government Code, the Retirement Administrator of SCERA (“Administrator”) shall divide the Member’s accumulated retirement contributions and service credit in accordance with Paragraph 5 of this Order and establish a separate and distinct account for the SCERA interest awarded to the Nonmember as soon as administratively practicable after the Administrator determines that this Order is acceptable under the CERL and the Regulations of SCERA.
7. In light of section 31685.5(b) of the Government Code and notwithstanding any other provision of this Order, if the Member does not have five years of accumulated service credit as of the date of dissolution or legal separation, the Nonmember shall receive a refund of the accumulated retirement contributions and any interest that has been credited to such contributions which have been transferred to the Nonmember’s account as soon as administratively practicable following the date an account was established for the Nonmember pursuant to Paragraph 6 of this Order.
8. From and after the date that the Administrator has divided the Member’s accumulated retirement contributions and service credit pursuant to Paragraph 5 of this Order, the Nonmember shall be entitled to all applicable rights permitted under section 31685(c) of the Government Code, including:
9. The right to a retirement allowance; subject to the provisions of sections 31685(d), 31685.5, 31685.6, 31685.7, 31685.8, 31685.9, 31685.95 and 31685.96 of the Government Code.
10. The right to a refund of accumulated retirement contributions, subject to the provisions of section 31685.2 of the Government Code.
11. The right to redeposit accumulated contributions that are eligible for redeposit by the Member, subject to the provisions of section 31685.3 of the Government Code.
12. The right to purchase service credit that is eligible for purchase by the Member, subject to the provisions of section 31685.4 of the Government Code.
13. The right to designate a beneficiary to receive his or her accumulated contributions and any interest that has been credited to such contributions where death occurs prior to retirement.
14. The right to designate a beneficiary for any portion of the Nonmember’s SCERA Interest which is payable at the time of his or her death.
15. If the Nonmember fails to designate a beneficiary pursuant to Paragraph 8 (e) or 8 (f) of this Order or the designated beneficiary does not survive the Nonmember, any portion of the Nonmember’s SCERA Interest which is payable at the time of his or her death shall be paid in accordance with section 31458.2 of the Government Code.
16. The Nonmember’s SCERA Interest will be increased by all applicable interest, cost-of living or other similar increases, but only to the extent permitted under the CERL and the Policies of SCERA.
17. The Member and the Nonmember shall be responsible for, and pay, any taxes due in connection with his or her receipt of distributions from SCERA.
18. The Member and Nonmember shall be responsible for filing a Designation of Beneficiary form with the Administrator.
19. Member’s Name. For the purpose of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Member’s name, current mailing address, and telephone number are listed below (Social Security number and birth date must be submitted separately to SCERA):

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

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Nonmember’s Name. For the purpose of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Nonmember’s name, current mailing address, and telephone number are listed below. (Social Security number and birth date must be submitted separately to SCERA):

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

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Notice of change of address or telephone number shall be made in writing to SCERA addressed as follows, or as the Administrator may specify in a written notice to Member and Nonmember:

 Sonoma County Employees’ Retirement Association

 433 Aviation Blvd., Suite 100

 Santa Rosa, CA 95403-1069

1. The Member and the Nonmember shall sign all forms, letters and other documents as required to effect the distribution(s) described herein and the intent of this Order.
2. The Nonmember, the Nonmember’s agents and attorneys are authorized to receive any and all information concerning the Member’s benefits until such time as the Nonmember has received the Nonmember’s SCERA Interest.
3. Notwithstanding any other provision of this Order, the Order shall not be construed as to require SCERA:
4. To provide any form of benefit or any option not otherwise provided under the CERL and the Regulations of SCERA;
5. To provide increased benefits (as determined based on actuarial value) not available to the Member;
6. To provide benefits to the Nonmember which are required to be paid to another Nonmember under another Order previously entered by a Court of competent jurisdiction and acceptable under the CERL;
7. To provide payment to the Nonmember of benefits forfeited by the Member; or
8. To change the benefit election of the Member once the Member has retired.
9. It is further ORDERED that the Member shall act as constructive trustee of any benefits assigned to the Nonmember under this Order which may be paid to or received by the Member. The Member, as trustee, shall promptly pay or transmit any such benefits to the Nonmember at the Nonmember’s last known address. It is also ORDERED that the Nonmember shall act as constructive trustee of any benefits assigned to the Member under this Order which may be paid to or received by the Nonmember. The Nonmember, as trustee, shall promptly pay or transmit any such benefits to the Member at the Member’s last known address.
10. This Order shall be administered and interpreted in conformity with the CERL and the Regulations and Policies of SCERA and other applicable law. If the CERL and / or the Regulations of SCERA are amended, then Member and the Nonmember shall immediately take the steps necessary to amend this Order to comply with any such amendments, changes and / or modifications; or, if permissible under any such change, amendment, or modification to the CERL and the Regulations of SCERA, the Administrator may treat this Order as acceptable. The Member and the Nonmember shall be responsible for any of the costs and / or expenses associated with such amendment.
11. If the Member is awarded a disability retirement from SCERA, Member and Nonmember’s benefit must not exceed the amount that would otherwise have been paid to the Member alone had the dissolution of marriage not occurred. Nonmember’s benefit will only begin on the earliest date that the either the Member or Nonmember is eligible to service retire and will be based on the service credit awarded to them. This amount will be deducted from the Member’s benefit.
12. The Member, the Nonmember, the Administrator, and the Court intend that this Order meet all requirements of a domestic relations order under the CERL and the Regulations of SCERA and other laws of the State of California, and the Court shall reserve jurisdiction to modify this Order and to resolve any disputes that may arise among the parties and the Administrator concerning benefit payments or any other aspect of this Order. If any portion of this Order is rendered invalid or otherwise unenforceable, the Court reserves jurisdiction to make an appropriate adjustment to effectuate the intent of the parties. Any future fees, taxes, and / or penalties will be assessed against the parties who then have an interest payable from SCERA.

**IT IS SO STIPULATED:**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [NAME]

 Petitioner

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [NAME]

 Attorney for Petitioner

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [NAME]

 Respondent

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [NAME]

 Attorney for Respondent

## **ORDER**

The parties having stipulated thereto and good cause appearing therefore. IT IS SO ORDERED.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT