

**ATTACHMENT A**  
**THE PROPOSED DECISION**

**BEFORE THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
STATE OF CALIFORNIA**

In the Matter of the Application for Pre-Retirement Benefits Payable Upon the Death of Angelina Bell by:

SOLOMON ORONA,

and

DANA BELL,

Respondents.

Case No. 2012-0723

OAH No. 2013110590

**PROPOSED DECISION**

This matter was heard by Julie Cabos-Owen, Administrative Law Judge with the Office of Administrative Hearings, on June 5, 2014, in Los Angeles, California. The California Public Employees' Retirement System (CalPERS) was represented by Preet Kaur, Staff Counsel. Solomon Orona (Respondent Orona) was present and represented by Stephanie Winstead, Attorney at Law. Respondent Dana Bell Paquin (Respondent Bell) was present and represented by Ryan Dryer, Attorney at Law.

Oral and documentary evidence was received, and argument was heard. The record was closed, and the matter was submitted for decision on June 5, 2014.

**FACTUAL FINDINGS**

*Procedural History*

1. Anthony Suine, Chief of the Benefits Services Division of CalPERS, filed the Statement of Issues while acting in his official capacity.
2. Angelina Bell became a miscellaneous member of CalPERS by virtue of her employment as a Real Estate and Development Officer with Public Transportation Services Corporation beginning April 1988. Angelina Bell (Decedent) died on November 3, 2011. At the time of her death, Decedent was eligible to retire.
3. Respondent Orona married Decedent on September 4, 1992, and remained married to her until the time of her death. Respondent Bell is Decedent's daughter from a prior marriage.

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RETIREMENT SYSTEM  
FILED 20 June 2014  
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4. On September 25, 1992, Decedent and Respondent Orona signed a CalPERS Beneficiary Designation, naming Respondent Orona and Respondent Bell as primary beneficiaries to "share and share alike" any CalPERS benefits.

5. On Decedent's death, pre-retirement death benefits became payable to her designated beneficiaries.

6. On November 18, 2011, CalPERS sent a letter to Respondent Orona providing an estimate of the death benefits to which he may be entitled as a surviving spouse.

7. On December 5, 2011, Respondent Orona submitted to CalPERS an application for survivor benefits of Decedent.

8(a). On January 4, 2012, CalPERS sent a follow-up letter to Respondent Orona, explaining that Decedent had designated him and Respondent Bell as primary beneficiaries and detailing the amount of benefits to which he was entitled.

8(b). The letter stated in part:

You may choose to receive your share of the Basic Death Benefit consisting of approximately 50 % of the total contributions and interest of \$315,665.50 . . . Your portion of the Basic Death Benefit would be approximately \$183,935.94. The remaining benefits are payable to the other entitled designated beneficiary.

Since your wife was eligible to retire at the time of her death, in lieu of the lump sum explained above you may elect to receive the 1957 survivor benefit. Your community share of the 1957 survivor benefit is approximately [\$]1,249.60. This benefit is payable for your lifetime. . . . You will also receive annual cost of living increases . . .

(Exhibit 2.)

9. By letter January 6, 2012, CalPERS provided Respondent Bell an explanation of the benefits to which she was entitled and gave her an option to disclaim the benefits. Respondent Bell did not disclaim the benefits.

10. On January 18, 2012, Respondent Bell submitted to CalPERS an application for survivor benefits.

11. Respondent Orona sent CalPERS a declaration contesting CalPERS's determination of the distribution of Decedent's death benefit, claiming he was entitled to the entire amount. He also submitted to CalPERS Decedent's Living Trust, an Amendment to

the Living Trust and other documents to support his claim that he should receive 100 percent of the pre-retirement death benefits.

12. Respondent Bell also submitted documentation to support her claim to receive her share of the benefits.

13. CalPERS reviewed all information provided and determined there was insufficient evidence of any intent by decedent to change her beneficiary designation.

14. In a letter dated July 23, 2012, CalPERS notified Respondent Orona of its determination that the 1992 beneficiary designation was valid, that he was not entitled to receive 100 percent of the death benefits, and that he had the right to appeal this determination.

15. On August 20, 2012, Respondent Orona timely appealed the determination and requested a hearing.

16. The issue on appeal is whether CalPERS is correct in its determination that Respondent Orona is not eligible to receive 100 percent of the pre-retirement death benefits payable on Decedent's account.

*Documentation and Testimony Submitted by Respondent Orona to Support his Claim*

17. At the administrative hearing, evidence was submitted by Respondent Orona to support his claim that he should receive 100 percent of the death benefits payable on Decedent's account. The documentation had been previously received and considered by CalPERS in rendering its decision.

18. On November 8, 1996, Decedent, as settlor and trustee, created a revocable living trust. Upon her death, the estate was to be distributed to her beneficiaries in the following shares: Respondent Orona – 50 percent; Respondent Bell - 25 percent; and Dennis W. Bell (Decedent's son) – 25 percent. (Exhibits 22 and C, p. 5, Article IV, para. D.)

19. Under Article I, describing Trust Property, the trust document stated in pertinent part:

**C. Composition of Trust Estate.** All of the property *described in any schedules that have been made part of this instrument*, and any property that later becomes subject to the trust, shall constitute the trust estate, which shall be administered, paid over, and delivered by the trustee in accordance with the terms of this instrument. As used in the preceding sentence, the term "property" includes, but is not limited to, (1) all insurance policies transferred to the trustee or in which the trustee is named as beneficiary, and the proceeds of such policies; and (2) any interest in any pension, retirement or death benefit, bonus, or

profit-sharing, or employees savings plan, or any similar contract created or entered into by an employer for the benefit of some or all employees that is transferred to or received by the trustee or in which the trustee is named beneficiary, and all proceeds of any such benefit, bonus, plan or contract. . . . (Emphasis added.)

(Exhibits 22 and C.)

20. In Schedule A to the declaration of trust, Decedent listed the property to be included in the trust. This included personal property (“All silver, china ware, crystal, books, pictures, paintings, works of art, household furniture and furnishings, jewelry, clothing, and all other tangible articles of a personal nature.”) and real property consisting of her residence. CalPERS benefits were not listed. (Exhibit 18.)

21. On November 8, 1996, Decedent executed an Assignment of Personal Effects, transferring her “interest in and to all furniture, furnishings and personal effects, including but not limited to clothing, jewelry, motor vehicles, household furniture and furnishings, silverware, glassware, china, books, paintings and other works of art, tools and equipment, sporting goods, stamp, coin or other collections and family memorabilia” to the trust. (Exhibit 18.)

22(a). On November 8, 1996, Decedent was provided with a letter from Liberty Income Tax & Insurance, the company which assisted in establishing her revocable living trust. The letter stated:

This letter accompanies your binder that contains your original estate planning documents. . . . The following paragraphs express our mutual understanding [of] the choices you have made.

1. The Revocable Trust Estate Plan was chosen by you to avoid probate and to transfer your estate to your loved ones . . . TO INSURE AVOIDANCE OF PROBATE, YOU MUST TRANSFER ALL ASSETS TO THE TRUST.

2. Your Plan was prepared on the facts [you] furnished which you are certifying as current and complete with respect to the assets and the desires for your estate. Current omissions, future changes, alterations, and revisions of the trust subsequent to the installation are your sole and total responsibility. . . .

(Exhibit 18.)

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22(b). Attached to the letter was a set of GENERAL INSTRUCTIONS, which included the following instructions:

3. Transfer of Property. TO INSURE AVOIDANCE OF PROBATE, YOU MUST TRANSFER ALL ASSETS TO THE TRUST. Signing the Revocable Trust and the other estate planning documents only serve[s] to set your estate plan in motion. For the plan to work properly and for you to get all the benefits from your plan, you must transfer title to your assets to yoursel[f] as trustee[e] of the trust. Your pour over will directs that assets inadvertently left out of the trust are to be distributed to the trust. However, if a valuable asset or one that requires a title transfer, such as your home, has not been transferred to the trust while you are living, there is a risk that this omission could result in the need for probate.

[¶] . . . [¶]

INSURANCE POLICES, ANNUITY POLICIES AND RETIREMENT ACCOUNTS: Sometimes the trust should be named the beneficiary on these policies and accounts. The sample letter following these paragraphs may be used to contact . . . the retirement benefit plan administrator and request new beneficiary designation forms.

(Exhibit 18.)

23. On February 6, 2000, Decedent signed an Amendment to Living Trust, wherein she amended her November 8, 1996 revocable living trust at page 5, Article IV, paragraph D, to declare Respondent Orona as her sole beneficiary, taking 100 percent of the estate. (Exhibits 23 and E.)

24. The CalPERS benefits were never named as part of the trust property and were never transferred to the trust.

25. Decedent never executed any Change of Beneficiary form to change the distribution of the CalPERS benefits from that indicated in the original 1992 beneficiary designation or to name the trust as the beneficiary.

26. On September 19, 2011, shortly before her death, Decedent executed a Los Angeles County Metropolitan Transportation Authority Beneficiary Designation (MTA designation), designating primary beneficiaries to receive on her death “the balances in each of [her] benefit plans, which could include Life Insurance, Pension, Vacation, Sick Pay, Deferred Compensation, or Thrift Plan; [her] final wages, and any other monies due [her] from the MTA.” (Exhibit R8.) The designated beneficiaries were to receive the following shares: Respondent Orona – 40 percent; Respondent Bell - 30 percent; and Dennis W. Bell –

30 percent. Respondent Orona signed the MTA designation form, consenting to the stated designation.

27(a). On March 26, 2012, Respondent Orona signed and subsequently submitted to CalPERS his declaration in support of his claim, which cited to Decedent's trust, the amendment to the trust and the MTA designation. Respondent Orona's declaration also asserted:

[P]rior to me signing [the MTA designation, Decedent] told me I inherited everything else and I was named as sole beneficiary of her PERS retirement plan. She said that the money in the PERS retirement plan should be enough to help me pay the mortgage on our house and bills. Based on these representations, I agreed to sign the MTA beneficiary designation form.

[I] believe that [Decedent] wanted me to inherit everything in the PERS retirement plan upon her death because she intended it to be used to pay for the mortgage on our house. Also, I don't believe that she would have asked me to sign the MTA beneficiary designation form had she known that I was not the sole beneficiary of the PERS retirement plan.

(Exhibit 4.)

27(b). At the administrative hearing, Respondent Orona reiterated the assertions in his declaration that Decedent told him that he would receive the house, all of the CalPERS benefits and the proceeds from her life insurance. He also stated that, in signing the 1992 CalPERS Designation of Beneficiary, he believed that he was the primary beneficiary and Respondent Bell would only receive benefits if he died. He stated that he would not have signed the 1992 CalPERS Designation of Beneficiary document if he had known he would not receive 100 percent of the benefits. Later in 2011, when Decedent decided to designate Respondent Bell and Dennis Bell as beneficiaries of her MTA benefits (receiving 30 percent/\$162,000 each), Respondent Orona signed that designation believing that he would receive 100 percent of the CalPERS benefits. He stated that he would not have signed the 2011 MTA document if he had known that he would not receive 100 percent of the CalPERS benefits.

28. In its July 23, 2012 denial letter to Respondent Orona, CalPERS noted the bases for its denial as follows:

As you are aware, your wife designated you and [Respondent Bell] as primary beneficiaries entitled to equal shares of the CalPERS death benefits. Therefore, you are entitled to receive 50 % . . .

A "writing" such as a member's will or trust may be accepted as a written beneficiary designation for the CalPERS death benefits if the

writing shows the member's intent to designate the CalPERS benefits. Such intent would be demonstrated if the CalPERS benefits were specifically named as an asset to be administered by the will or trust. A thorough review of your wife's will and trust has been conducted. In her will, your wife gave all of her personal property and the entire rest, residue and remainder of her property of every kind, character, and description to the trustee of her trust. However, your wife did not specifically mention the CalPERS benefits as an asset in her trust. Although Article I-C of her trust indicates that the trust estate shall include any interest in any pension, retirement, or death benefit **that is transferred to or received by the trustee** of the trust or in which the trustee is named the beneficiary, there is no indication she specifically intended to transfer the CalPERS death benefits to the trust, and she did not designate the trust as beneficiary for the CalPERS benefits. Furthermore, the General Instructions To New and Subsequent Trustees advises in section 3-C that the trust should sometimes be named the beneficiary on insurance policies, annuity policies, and retirement accounts, and a sample letter was provided for use in effectuating such designation. There is no record of this type of letter being received from your wife and there is no record she ever submitted a CalPERS beneficiary designation naming her trust as beneficiary for the CalPERS benefits. Based upon these circumstances, the language contained in your wife's trust does not show her intent to designate the CalPERS benefits as an asset of her trust. Thus, her will and trust is not acceptable for use as a change of her previously filed beneficiary designation for the CalPERS benefits. It is therefore our intent to issue the benefits to you and [Respondent Bell] as the designated beneficiaries. (Emphasis in original.)

(Exhibit 9.)

29. In order to determine Respondent Orona's community property share in the absence of Decedent's designation, CalPERS applied the "time-rule" formula required by the California Family Code and relevant case law. This provides the non-member spouse a 50 percent interest in the member's pension attributable to the member's services during the marriage. Based on this formula, Respondent Orona's share is 40.629 percent of the CalPERS benefits. However, since Respondents Orona and Bell were designated by Decedent as equal primary beneficiaries, CalPERS determined that they should each receive 50 percent of the benefits.

30(a). Attached to Respondent Orona's August 20, 2012 appeal letter were the Declarations of Mario M. Tiambeng and Cynthia Lea Inoue. Mr. Tiambeng is Decedent's oldest brother, and Ms. Inoue is her long-time best friend and former co-worker.

30(b). Both testified at the administrative hearing and verified the information in their declarations.<sup>1</sup>

30(c). According to Mr. Tiambeng, Decedent told him that she intended to leave her house and CalPERS retirement plan solely to Respondent Orona. Ms. Inoue also recalled Decedent telling her that, when she passed away, Respondent Orona would get her house, life insurance policy and CalPERS pension. Decedent never specified to Ms. Inoue that Respondent Orona would be receiving 100 percent of the CalPERS benefits.<sup>2</sup>

30(d). Neither Mr. Tiambeng's, Ms. Inoue's nor Respondent Orona's declarations and testimonies were sufficient to establish Decedent's intent to designate the CalPERS benefits as an asset of her trust. (See also Legal Conclusion 3.)

31. Although Decedent may have mentioned that she wanted Respondent Orona to be the sole beneficiary of the CalPERS benefits, she did not take affirmative steps to accomplish this. She did not submit any Change of Beneficiary form to CalPERS to change the distribution of the CalPERS benefits from that indicated in the original 1992 designation or to name the trust as the beneficiary. Additionally, she never identified the CalPERS benefits as part of the trust property, and the CalPERS benefits were never transferred to the trust.

32. Respondent Orona submitted insufficient evidence to establish that he is eligible to receive 100 percent of the pre-retirement death benefits payable on Decedent's account.

33. The totality of the evidence established that CalPERS is correct in its determination that Respondent Orona is not eligible to receive 100 percent of the pre-retirement death benefits payable on Decedent's account. (See also Legal Conclusions below.)

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<sup>1</sup> Ms. Inoue testified telephonically on stipulation of the parties.

<sup>2</sup> Objections were sustained to testimony by Mr. Tiambeng and Ms. Inoue about tensions in Decedent's and Respondent Bell's relationship. Any observations about Decedent's purported feelings of parental hurt or disappointment were deemed irrelevant, since they did not prove or disprove Decedent's intent regarding distribution of her CalPERS benefits. Such purported lack of affection did not preclude Decedent's intent to provide monetary support for her daughter after her death. Additionally, such evidence could not establish Decedent's intent to designate the CalPERS benefits as an asset of her trust.

## LEGAL CONCLUSIONS

1. CalPERS established that it appropriately determined that Respondent Orona was not entitled to 100 percent of the pre-retirement death benefits payable on Decedent's account. Respondent Orona, who appealed CalPERS's determination, has failed to establish that CalPERS's determination is incorrect, as set forth in Factual Findings 2 through 33, and Legal Conclusions 2 through 6.

2. Government Code section 21490 provides in part:

(a) Except as provided in subdivision (b), a member may at any time, including, but not limited to, at any time after reaching retirement age, designate a beneficiary to receive the benefits as may be payable to his or her beneficiary or estate under this part, by a writing filed with the board.

(b)(1) No designation may be made in derogation of the community property share of any nonmember spouse when any benefit is derived, in whole or in part, from community property contributions or service credited during the period of marriage, unless the nonmember spouse has previously obtained an alternative order for division pursuant to Section 2610 of the Family Code.

3(a). On September 25, 1992, Decedent and Respondent Orona signed a valid CalPERS Beneficiary Designation, naming Respondent Orona and Respondent Bell as equal primary beneficiaries. CalPERS must distribute the benefits according to that valid designation, unless the designation was revoked or a different beneficiary or beneficiaries were later designated.

3(b). In order to effect a change of beneficiary of a retirement fund there must be a clear manifestation in writing of intent of the member to make such change. (*Gallagher v. State Teachers' Retirement System* (1965) 237 Cal.App.2d 510; *Hudson v. Posey* (1967) 255 Cal.App.2d 89; *Watenpaugh v. State Teachers' Retirement System* (1959) 51 Cal.2d 675; *Lyles v. Teachers Retirement Bd.* (1963) 219 Cal.App.2d 523.) Oral expressions by a decedent of an intention to effect a change of beneficiary are insufficient to support a change without affirmative act in writing. (*Hudson v. Posey, supra*, 255 Cal.App.2d at p. 92; see also *Watenpaugh v. State Teachers' Retirement System, supra*, 51 Cal.2d at p. 681 (there was sufficient manifestation of intent and action by member who executed but mislaid a change of beneficiary form, which was not filed until after his death).) That clear manifestation in writing may be a will or trust which specifically bequeaths the benefits to a beneficiary. (*Lyles v. Teachers Retirement Bd., supra*, 219 Cal.App.2d at pp. 527 -528.)

3(c). In this case, there was no clear manifestation in writing of Decedent's intent to change the CalPERS beneficiary designation or to revoke it. Although Decedent told her

brother and Respondent Orona that she wanted Respondent Orona to be the sole beneficiary of the CalPERS benefits, she did not take affirmative steps to accomplish this. Decedent did not execute or submit any form to revoke her prior CalPERS beneficiary designation, to change the distribution of the CalPERS benefits from the original 1992 designation, or to name her trust as the beneficiary. Additionally, she never identified the CalPERS benefits as part of the trust property, and the CalPERS benefits were never transferred to the trust. Since there was no clear manifestation in writing of any intent to change the beneficiary designation or to revoke it, the 1992 beneficiary designation remains valid.

4(a). Respondent Orona argued that, as the surviving spouse, he is entitled to preferential beneficiary status under the cases of *Lee v. Board of Administration* (1982) 130 Cal.App.3d 122, and *Beck v. Board of Administration* (1982)136 Cal.App.3d 1031, and should therefore receive 100 percent of the CalPERS benefits. This argument was not persuasive due to Legislative actions following the *Lee* and *Beck* cases.

4(b). In *Lee*, the Court held that CalPERS properly granted a survivor's allowance pursuant to former Government Code section 21365.5, to the surviving spouse of a deceased member of the retirement system and denied the application of the deceased's designated beneficiary for the basic death benefit provided by former Government Code section 21365.1. The Court found that although Government Code section 21365.1 provided for payment of the basic death benefit to a member's designated beneficiary, and former Government Code section 21204 allowed a member to designate a beneficiary "to receive such benefits as may be payable to his beneficiary ... under this part," Government Code section 21365.5 expressly provided that the survivor's allowance is payable only to the member's surviving spouse or minor children and that it "shall be paid in lieu of the basic death benefit." The *Lee* court reasoned that both the language and the history of Section 21365.5 show a legislative intent to benefit the surviving spouse over the designated beneficiary. The Court acknowledged that, despite the decedent's separation from his spouse during the entire time of his state employment, retirement benefits for state employees are wholly statutory and, on acceptance of public employment, provisions of the applicable pension law become an integral part of the contract of employment. The Court stated, "If the operation of the law results in inequity or hardship, the remedy therefor lies with the Legislature." (*Id.* at pp. 127 -132.)

4(c). Citing *Lee, supra*, the Court in *Beck* agreed that there is nothing ambiguous in the language of § 21365.5. The *Beck* court held that when a deceased member is survived by a spouse or minor, unmarried child, the Legislature has determined that the member's death benefits shall go to the surviving spouse or minor child. Accordingly, the beneficiaries designated by a deceased state employee were not entitled to her death benefits, which instead went to her husband. (*Id.* at pp. 1033 -1036.)

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4(d). In 2001, Government Code section 21546 was amended via passage of Senate Bill 1998. The legislative history for SB 1998 indicates the following intent:

**Payment of Lump-Sum Death Benefit to Designee Other than Spouse**

These amendments would enable a married, retirement-eligible member to make the same election now available to both retired members and active members not eligible for retirement: the ability to name anyone as beneficiary for any part of the death benefit not subject to a non-member spouse's community property interest. As is currently the case with retired members, the form would require the spouse's acknowledging signature unless an acceptable reason is provided explaining the absence. Upon filing, and if the member dies before retirement, the spouse would only receive his or her community property share, if applicable, of the monthly death benefit allowance or lump sum death benefit. The remaining benefit would be paid to the non-spouse beneficiary as a lump sum. These amendments would not enable an unmarried member to divert or reduce the allowance payable to the member's minor children, if any. It would only allow a married member to designate a beneficiary other than his or her spouse.

4(e). Government Code section 21546 provides, in pertinent part:

(a) Upon the death of a member who has attained the minimum age for voluntary service retirement applicable to the member in his or her last employment preceding death, and who is eligible to retire and in circumstances in which the basic death benefit is payable other than solely that of membership in a county retirement system, or a retirement system maintained by the university, a monthly allowance shall be payable as follows:

(1) To the member's surviving spouse as long as the spouse lives.

(2) To the children under the age of 18 years collectively if there is no surviving spouse or if the surviving spouse dies before all children of the deceased member attain the age of 18 years, until every child dies or attains the age of 18 years. No child shall receive any allowance after marrying or attaining the age of 18 years.

(b) *The monthly allowance under this section shall be equal to one-half of, and derived from the same source as, the unmodified retirement allowance the member would have been entitled to receive if he or she had retired for service on the date of death. If, however, the member made a specific beneficiary designation under Section 21490, the monthly allowance shall be equal to one-half of that portion of the member's unmodified retirement allowance that would have been*

*derived from the nonmember spouse's community property interest in the member's contributions and service credit.*

(c) If a member does not have a surviving spouse nor any children under the age of 18 years at the time of death, no allowance shall be payable under this section.

(Emphasis added.)

4(f). The legislative history reveals that the intent of the 2001 amendment to Government Code section 21546 was to allow married, retirement-eligible members to designate their share of the death benefits to a non-spouse, contrary to the holdings in *Lee* and *Beck*. As the *Lee* court pointed out, the remedy to the statutory inequity or hardship lay with the Legislature, and subsequently the Legislature crafted the remedy. Given the language of Government Code section 21546, Respondent Orona is not entitled to preferential beneficiary status.

5. Respondent Orona further argued that the doctrine of promissory estoppel applies, noting that the elements of promissory estoppel are: “1) a promise reasonably expected by the promisor to induce action or forbearance, 2) action or forbearance by the promisee in justifiable detrimental reliance on the promise, and 3) injustice can be avoided only through enforcement of the promise.” (Exhibit R9, p. 8.) Respondent Orona asserted that all of the elements are met in that Decedent told him that he “would receive all of her CalPERS death benefits;” he relied on the representations signing the MTA designation and “deciding to relinquish his rights to the MTA death benefits;” and in order to avoid injustice, Decedent’s “promise to name [him] as the sole beneficiary of the CalPERS death benefit” should be binding and enforceable.” (Exhibit R9, p. 8.) This argument was not persuasive. It was not established by the evidence that Decedent made any *promise* to name him as sole beneficiary to the CalPERS death benefits, although she did make erroneous statements that he would be receiving all of the CalPERS death benefits. Nor did the evidence establish that that Decedent’s statements about the CalPERS benefits were made to induce action or forbearance by Respondent Orona. The evidence also did not establish that Respondent Orona detrimentally relied on Decedent’s statements by “relinquish[ing] his rights” to MTA death benefits; no evidence was submitted to establish Respondent Orona’s rights vis-a-vis the MTA death benefits and whether, in agreeing to receive 40 percent of the MTA death benefits, he was relinquishing any portion he would have otherwise received, such that it was a detriment to him. Moreover, Respondent Orona did not establish that a third party, CalPERS, should be ordered to act in contravention of statutory mandates in order to enforce the alleged promise of one of its members.

6. Given the foregoing, the determination of CalPERS that Respondent Orona is not eligible to receive 100 percent of the pre-retirement death benefits payable on Decedent’s account was correct and should be upheld.

**ORDER**

**WHEREFORE, THE FOLLOWING ORDER is hereby made:**

The appeal of Respondent Solomon Orona is denied. The determination of CalPERS that Respondent Orona is not eligible to receive 100 percent of the pre-retirement death benefits payable on Decedent's account is upheld.

DATED: June 18, 2014

  
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JULIE CABOS-OWEN  
Administrative Law Judge  
Office of Administrative Hearings