

ATTACHMENT G

**RESPONDENT JOHNSON'S EXHIBITS FROM THE ADMINISTRATIVE
HEARING**



KERSHAW | CUTTER | & RATINOFF | LLP

September 25, 2015

VIA FAX AND MAIL

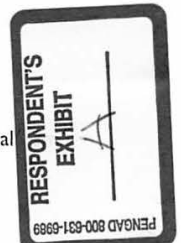
Ms. Preet Kaur
CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM
Legal Office
P.O. Box 942707
Sacramento, CA 94229-2707

Re: **In the Matter of the Appeal Regarding Death Benefits Payable Upon Death of GRANTLAND LEE JOHNSON by LEE TURNER JOHNSON, Respondent; Ref No. 2015-0373**

Dear Ms. Kaur:

Pursuant to the General Procedures for Administrative Hearings for the California Public Employees' Retirement System ("CalPERS") and my September 21, 2015 letter to you, I am writing on behalf of Respondent Lee Turner Johnson to raise several significant issues, statements and communications between CalPERS and Lee Turner Johnson that have been omitted from the Statement of Issues, including but not limited to:

- Express statements contained in Grantland Johnson's June 23, 2014 letter to CalPERS requesting that Lee Turner Johnson be named as the beneficiary of his "CalPERS retirement . . . Upon receipt of th[e] final settlement agreement, please immediately change all of my retirement benefit[s] . . . to my wife, Dr. Lee Turner Johnson";
- Lee Turner Johnson's telephone conversation with CalPERS on or around August 5, 2014 during which she: informed CalPERS that Grantland Johnson was in the Intensive Care Unit ("ICU"), had been there for over twenty days and was dying; sought clarification for completing the Application to Modify Option and/or Life Option Beneficiary form to designate her as his beneficiary for lifetime monthly benefits; was not informed that any additional form would need to be completed and submitted to finalize that process; and was told by CalPERS "not to worry, [Grantland Johnson's] wishes will be honored, no matter what," or a representation to that effect;
- References to Grantland Johnson's hospitalization, medical condition and overall health over the period when he and Lee Turner Johnson were researching,



Ms. Preet Kaur
CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM
September 25, 2015
Page 2

completing, communicating with CalPERS about, and submitting forms and documentation for purposes of designating Lee Turner Johnson as beneficiary for Grantland Johnson's lifetime monthly benefits;

- The fact that CalPERS did not respond to Grantland Johnson's June 23, 2014 letter or otherwise communicate with Grantland Johnson regarding his requests for nearly a month. The next communications from CalPERS were through letters, dated July 25, 2014 and August 14, 2014. The July 25, 2014 letter only enclosed a Post Retirement Lump Sum Beneficiary Designation form; CalPERS did not reference the Application to Modify Option and/or Life Option Beneficiary form, nor provide any information for designating a new beneficiary for Option 2 lifetime monthly benefits. In addition, CalPERS' August 14, 2014 letter failed to: address Grantland Johnson's request that Lee Turner Johnson be named as the beneficiary for all of his CalPERS retirement benefits; reference or respond to his Application to Modify Option and/or Life Option Beneficiary, which was received by CalPERS a week earlier, on August 7, 2014; or provide any further information relating to the modification of his Life Option Beneficiary or notify Grantland Johnson or Lee Turner Johnson that the process was in any way incomplete. Grantland Johnson died five days later on August 19, 2015;
- CalPERS' letter to Lee Turner Johnson on September 9, 2014 requesting that she return an application claiming death benefits, without referencing Grantland Johnson's prior Application to Modify Option and/or Life Option Beneficiary or notifying her that the process was in any way incomplete;
- The telephone call between CalPERS and Lee Turner Johnson in or around December 2014 during which CalPERS represented that it was awaiting a copy of the final judgment on property in the marital settlement between Grantland Johnson and his former wife before completing the process related to the designation of lump sum benefits and other benefits made by Grantland Johnson prior to his death;
- Lee Turner Johnson's letter to CalPERS on January 12, 2015 which in part referenced and enclosed a copy of the December 31, 2014 final judgment on property in the marital settlement between Grantland Johnson and his former wife and in which Lee Turner Johnson stated that she was awaiting decision or further instruction on retirement benefits requested prior to Grantland Johnson's death. Lee Turner Johnson also enclosed a copy of Grantland Johnson's will, an additional copy of her marriage certificate relating to her marriage to Grantland Johnson, and a copy of Grantland Johnson's death certificate;
- CalPERS did not provide notice to Lee Turner Johnson that she would be removed from Grantland Johnson's medical/dental plans or that such benefits were contingent upon her designation as a beneficiary for Grantland Johnson's Option 2 lifetime monthly benefits; and

Ms. Preet Kaur
CALIFORNIA PUBLIC EMPLOYEES'
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Page 3

- Lee Turner Johnson's letter to CalPERS on February 14, 2015 which in part protests CalPERS' decision to remove her from Grantland Johnson's medical/dental plans, reasserts Grantland Johnson's request that lump sum and Option 2 lifetime monthly benefits be provided to Lee Turner Johnson as his designated beneficiary and consistent with the court's final judgment on property in the marital settlement between Grantland Johnson and his former wife, and references CalPERS' telephonic assurances to her that Grantland Johnson's "wishes would be honored even if after his death."

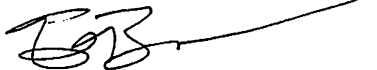
In addition, pursuant to Government Code section 11507.6, please provide the following supplemental information and documents:

4. A copy of the CalPERS publication "Changing Your Beneficiary or Monthly Benefit after Retirement" (PUB-98) that was available or published on May 2014; and
5. Documents, notes or reports including but not limited to Customer Touch Point ("CTP") reports relating to telephonic communications between CalPERS and Lee Turner Johnson.¹

This is a continuing discovery request. If you deem any request to call for privileged information or documents or electronically stored information, and assert such privilege to avoid divulging such information or producing such documents or electronically stored information, please provide a privilege log containing information sufficient so that the administrative law judge or a court may rule on the claim of privilege. In addition, if a responsive document once existed and has subsequently been lost, destroyed, or is otherwise missing, please provide sufficient information to identify the document and state the details concerning its loss or destruction.

Sincerely,

KERSHAW, CUTTER & RATINOFF LLP



IAN J. BARLOW

IJB/la

¹ The numbering for the discovery requests contained herein are continued from previously submitted Request Nos. 1-4.

April 1, 2015

California Public Employees Retirement System Benefits Services Division and
Members of the Cal Pers Board of Directors
P.O. Box 1652
Sacramento, CA 95812-1652

NOTICE OF APPEAL

Re: Dr. Lee Turner Johnson - Reference Number [REDACTED]

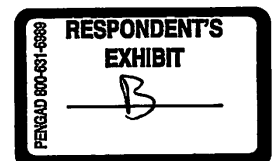
Dear Benefits Division and Members of the Board:

The following letter constitutes a notice of appeal on behalf of Dr. Lee Turner Johnson to the Division's March 4, 2015 decision denying Ms. Turner Johnson's application to recalculate her late husband Grantland Johnson's option 2 benefit. As a result of the decision, Ms. Turner Johnson was incorrectly denied life time health and dental benefits.

Ms. Turner Johnson's appeal is based on the PERS Benefits Division's overly restrictive reading of the relevant statutes, and basic principles of equity and fairness. The late Grantland Johnson clearly intended before his death to change his optional settlement beneficiary option to Ms. Turner Johnson. Only his untimely death prevented him from finishing the process. The relevant statutes address only the requirements for a living retiree to complete the process. The appeal should be granted.

The key facts are as follows:

- 1) Mr. Johnson had previously been married to Charlot Bolton. Their divorce was finalized on November 9, 2013. On November 15, 2013, Mr. Johnson married Lee Anne Turner Johnson.
- 2) On December 12, 2013, Mr. Johnson wrote CALPERS requesting that his wife Lee Anne Turner Johnson be added to his retiree health plan.
- 3) On June 23, 2014, Mr. Johnson wrote CALPERS requesting that Lee Turner Johnson 'be named as the beneficiary with my CALPERS retirement and all death benefits (previously named for Charlot Bolton and Patrice Bolton Johnson.)'
- 4) On August 5, 2014, Mr. Johnson signed CALPERS 'Application to Modify Option and or Life Option Beneficiary' to designate Lee Turner Johnson as his new beneficiary. He further signed the 'Post Retirement Lump Sum Beneficiary Designation' on the same form on the same day.



- 5) On August 14, 2014, CALPERS wrote Mr. Johnson confirming acceptance of Ms. Turner Johnson as Mr. Johnson's beneficiary.
- 6) On August 19, 2014, Mr. Johnson died.
- 7) On September 9, 2014, CALPERS wrote Ms. Turner Johnson requesting that she return the CALPERS application claiming death benefits.
- 8) On January 12, 2015, Ms Turner Johnson sent CALPERS a copy of the final judgment on property in the marital settlement between Grantland Johnson and Charlot Bolton. The settlement endorsed by the court on December 31, 2014 provided that all interests in Mr. Johnson's pension be 'Confirmed to Husband' (Mr. Johnson)
- 9) On February 14, 2015, Ms. Turner Johnson wrote CALPERS in part to protest CALPERS decision to remove her from Mr. Johnson's medical/dental plans.
- 10) On February 17, 2015, CALPERS wrote Ms. Turner Johnson informing her that they were removing Charlot Bolton's community property claim against Mr. Johnson's pension and referring the remainder of Ms. Turner Johnson's claim to its Death Benefits Unit.
- 11) On March 4, 2015, CALPERS Benefit Services Division wrote Ms. Turner Johnson by certified mail denying Mr. Johnson's request to recalculate his option 2 benefit on behalf of Ms. Turner Johnson. The division denied the request under Government Code section 21462 because '(b)oth the member and the new beneficiary must be alive on the effective date. Unfortunately, Mr. Johnson passed away before he was awarded full interest in his retirement benefits and before a recalculation election document could be provided to him.'

ARGUMENT

1. Mr. Johnson Expressed Clear Intent Before His Death to Change His Optional Settlement Beneficiary To Ms. Turner Johnson

There is no factual dispute that on numerous occasions before his death, Mr. Johnson clearly expressed his intent that Ms. Turner Johnson become his sole option 2 beneficiary. His December 12, 2013 letter to PERS asked that Ms. Turner Johnson, his new wife, be added to his retiree health plan. On August 5, 2014, he signed the formal CALPERS application to do exactly what Ms. Turner Johnson now seeks, to become Mr. Johnson's sole optional settlement beneficiary. His intent is not in dispute.

2. Mr. Johnson Substantially Complied with Government Code Section 21462 Before He Died

California courts have long held that substantial compliance with a government requirement should uphold a claim for relief.

“Substantial compliance, as the phrase is used in the decisions, means *actual* compliance in respect to the substance essential to every reasonable objective of the statute.’ Where there is compliance as to all matters of substance technical deviations are not to be given the stature of noncompliance. Substance prevails over form. When the plaintiff embarks [on a course of substantial compliance]; every reasonable objective of [the statute at issue] has been satisfied.” (Emphasis added.)

Cal-Air Conditioning, Inc. v. Auburn Union Sch. Dist., 21 Cal. App. 4th 655, 668 (1993) (quoting *Southern Pac. Transportation Co. v. State Bd. of Equalization*, 175 Cal.App.3d 438, 442 (1985)); see also *Freeman v. Vista de Santa Barbara Associates LP*, 207 Cal. App. 4th 791, 793 (2012) (“Substantial compliance with a statute is dependent on the meaning and purpose of the statute.”); *Costa v. Superior Court*, 37 Cal. 4th 986, 1017 n.24 (2006) (“each objective or purpose of a statute must be achieved in order to satisfy the substantial compliance standard”).

The only reason Mr. Johnson did not complete the process as described in the denial letter was his untimely death on August 19, 2014. It is obvious that he would have followed through had he survived longer.

Section 21462 (a) (1) does condition a retiree changing his beneficiary from a divorced spouse to a new spouse in part upon a 'judgment' which 'awards the total interest in the retirement system to the retired member.' There is nothing in subsection (a) which states a time line for submission to CALPERS of such a judgment.

Section 21462 (b) provides the relevant time lines. It requires that the election to change beneficiaries be made 'within 12 months of the entry of the judgment dividing the community property of the parties.' Since the community property decision was filed and endorsed by the court on December 31, 2014, nearly four and one half months after Mr. Johnson's death, it fell to Ms. Turner Johnson to submit the court decision to CALPERS. She did so on January 12, 2015 and again on February 11, 2015, well within section 21462's 12 month submission deadline. Mr. Johnson's actions clearly constitute substantial compliance with CALPERS' requirements.

3. The Government Code Sections Do Not Address This Unique Situation For It Was Impossible For the Retiree to Comply

The courts have also long held that where it is impossible for a party to comply with a contract, he should not be held responsible for full compliance.

[U]nder general contract principles, appellant's obligation to perform under the contract would be discharged due to impossibility, impracticability and frustration of purpose. Performance under a contract is excused “[w]here, after a contract is made, a party's performance is made impracticable without his fault by the occurrence of an event the nonoccurrence of which was a basic assumption on which the contract was made, his duty to render that performance is discharged, unless the language or the circumstances indicate the contrary.”

In re Marriage of Benjamins, 26 Cal. App. 4th 423, 432 n.3 (1994) (quoting Rest. 2d Contracts, § 261); see also Mineral Park Land Co. v. Howard, 172 Cal. 289, 291 (1916) (recognizing that impossibility, but not mere difficulty, excuses a party's performance under a contract); Cazares v. Saenz, 208 Cal. App. 3d 279, 285 (1989) ("[P]erformance is excused when [a] party dies or becomes otherwise incapable of performing." (citing Rest. 2d Contracts, §§ 261, 262)). The Restatement of Contracts, section 262, cited in Cazares, provides: "If the existence of a particular person is necessary for the performance of a duty, his death or such incapacity as makes performance impracticable is an event the non-occurrence of which was a basic assumption on which the contract was made." Rest. 2d Contracts, § 262.

The doctrine of impossibility applies foursquare in this situation. CALPERS Benefits Division bases its adverse ruling against Ms. Turner Johnson on the necessary fact that she submitted the court document clarifying the community property issues instead of Mr. Johnson. Despite his clear intentions, Mr. Johnson could not physically comply with the statute because he died before he could fully comply. CALPERS Benefits Division said specifically in its denial letter, 'Both the member and the new beneficiary must be alive on the effective date'.

There is nothing in the statute which explicitly states the above. It is undoubtedly true that in most instances, if the retiree if able, he must follow through with the entire process including section 21462 (d)'s requirement that '(a)n optional settlement shall be selected by a member in writing filed by the member with the board.'

The statute however does not address the current unique situation. If a member is entitled to redistribute his entire retirement per a divorce settlement, clearly declares his intent to distribute that retirement to his new spouse, and then dies before he makes the final election, should the new spouse be denied the benefit of his clear intent? Such a result would be patently unfair and contrary to usual statutory construction.

4. Given That The Statute Does Not Address this Unique Situation. CALPERS Should Adopt Its Own Unequivocal Intent / Substantial Compliance Rule

The Benefits Division's decision is neither fair nor necessary under the law. No one will be hurt if CALPERS grants Mr. Johnson's wishes. His ex-wife would not be prejudiced as their divorce decree granted all the retirement benefits to Mr. Johnson.

There would be no damaging precedent to the PERS system if it granted Mr. Johnson's wishes. CALPERS obligations are clear when dealing with a living retiree. A living retiree must follow Section 21462 in its entirety.

Since there is no statute which addresses the status of an election to change beneficiaries when the retiree dies in the middle of the process, CALPERS should adopt a quasi judicial rule for similar situations.

The rule should approximate the following; 'If the retiree dies after commencing but before completing an optional settlement beneficiary election, the intended beneficiary of a deceased

retiree must prove by clear and convincing evidence (or some similar high standard) that the retiree unequivocally intended to elect that new beneficiary prior to his/her death.' If the new beneficiary meets that standard, he/she should be entitled to all the deceased retiree's optional benefits.

In this case, Mr. Johnson's actions would clearly meet the above test. CALPERS should grant Ms. Turner Johnson's appeal.

Respectfully submitted,

Lee Turner Johnson

FEB/11/2015/WED 03:12 PM Co nity Housing

FAX No. 170775 53

P. 005

C

10DNO
Grawland Johns

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO }

On 3/2/12 before me, Marlene Di Pinto
Date Here insert Name and Title of the Officer

personally appeared Grawland Lee Johnson
Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marlene Di Pinto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Final will and testament of Grawland Lee Johnson

Document Date: 3/2/12 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Grawland Lee Johnson

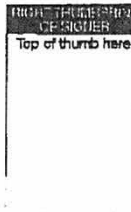
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



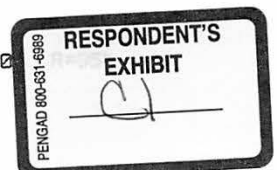
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



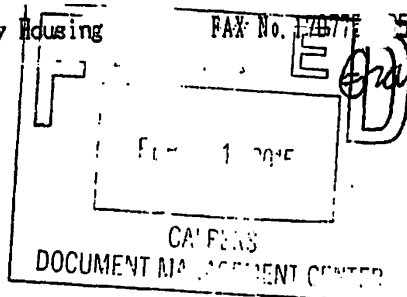
Signer Is Representing: _____



FEB/11/2015/WED 03:12 PM Community Housing

FAX No. 170775

P. 006



Grantland Johnson
100110

3/2/2012

Final Will and Testament of Grantland Lee Johnson

In the event of my passing, I name and authorize Dr. Lee Turner- Muecke, my fiancé and medical authority as Power of Attorney and Executor of my will to complete the execution and closure of my estate, and the estate of my grandmother, Irene Jefferson with advice and assistance of Herb Anderson of Oakland, CA.

The following are my directions as to the execution of my personal affects and assets:

1. Complete the sale of the house (Irene Jefferson)at
, whose estate I am executor and power of attorney for. (Real Estate broker
Andre Tenthorey of Keller Williams)
2. Take the proceeds of this sale to
 - a. a) reimburse my estate for all repairs to the house in the amount of
\$22,000), and to pay off my IRS and Franchise Tax Board taxes with this
money.
 - b. To take the amount owed by me to Dr. Lee Turner-Muecke for expenses
incurred related to my grandmother's funeral on December 2, 2012 and to
help me prepare the house for the market. (Invoices attached)
 - c. To take the remaining balance after the sale is closed with payments to
Sacramento County and City of Sacramento in the closure, commission
fees, closing fees and any taxes applicable , to disperse the remaining
funds , as per the will of my grandmother, to those described in the will.
The amount belonging to me goes to pay for my burial expenses first and
the remainder to my daughter, Patrice Bolton Johnson, along with any
books, CD's, DVD's and personal affects she may want.
 - d. Any remaining personal effects belong to Dr. Turner-Muecke to use or
disperse as she wishes.
 - e. Dr. Turner-Muecke has access to my accounts and will settle any amount s
owing to my Grandmother's joint account and is full Power of Attorney for
and Executor for my estate and that of my grandmother's.

Signed: *Grantland Lee Johnson*
Grantland Lee Johnson

Date: *March 2, 2012*

D

RECEIVED SACRAMENTO
CALPERS
DDC 715

2013 DEC 16 AM 9 38

2013/12/17 13:18:25 88 2263

December 12, 2013

CalPERS
PO Box 942715
Sacramento, CA 94229 2715

RE IUD No

To Whom It May Concern

Please add Lee Anne Turner Johnson, my new wife to my Health Plan with CalPERS
As of November 15, 2013, we are legally married I have included a copy of the
Marriage Certificate, Lee's Social Security card and her birth certificate Thank you

Please send confirmation of her plan coverage to us at

Grantland Lee Johnson and Lee A Turner Johnson

I thank you for your prompt attention to this matter

Sincerely



Grantland L Johnson

RESPONDENT'S
EXHIBIT
D1

PERIOD 800-651-6888

E

RECEIVED
CALPERS
DDC - PB
2014 JUL -3 AM 9 13

June 23, 2014

Cal PERS
PO Box 942715
Sacramento, CA 94229 2715

RE IUD No

To Whom It May Concern

I want my wife Lee Anne Turner Johnson, to be named as the beneficiary with my CalPERS retirement and all death benefits (previously named for Charlot Bolton and Patrice Bolton Johnson)

As of November 15, 2013, we were legally married. A court judgment or marital agreement will soon be filed and sent to you, finalizing all property with my former wife, Charlot Bolton. Upon receipt of this final settlement agreement, please immediately change all of my retirement benefit and all death benefit to my wife, Dr Lee Turner Johnson.

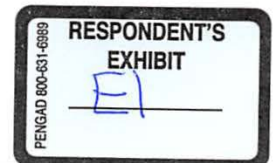
Once completed, please send confirmation of this change to us at

Grantland Lee Johnson and Lee A Turner Johnson

I thank you for your prompt attention to this matter

Sincerely,


Grantland L. Johnson



F



P.O. Box 942715 Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545
www.calpers.ca.gov

California Public Employees' Retirement System

July 25, 2014

Grantland L. Johnson

CalPERS ID:

Dear Grantland L. Johnson:

The Beneficiary Designation Form, which you recently submitted, cannot be processed because of the following reason(s):

- An incorrect or invalid form was submitted. Please complete the enclosed form and re-submit.

You must complete a new form, which is provided. Please review the "Information and Instructions" sheet before completing the new form and make a copy of the form prior to mailing.

If you have any questions, please visit our Web site www.calpers.ca.gov, or you may contact us toll free at **888 CalPERS** (or **888-225-7377**).

You may submit a new beneficiary designation at any time by logging into my|CalPERS

my|CalPERS 0589





P O Box 942715 Sacramento CA 94229 2715
888 CalPERS (or 888 225 7377) | Fax (800) 959 6545
www calpers ca gov

California Public Employees Retirement System

Post Retirement Lump Sum Beneficiary Designation

Section 1

Member Information

Please include your first name middle initial and last name

Grantland L Johnson

Member's Full Name SSN or CalPERS ID Telephone Number Birth Date

Check either Box 1 or Box 2. If you check Box 2, also indicate benefit type.

1 I hereby designate the following person(s) who survive me share and share alike if no percentage (%) is given as BENEFICIARIES for any lump sum death benefits payable under the Public Employees Retirement Law in the event of my death

100% Or

2 I hereby designate separate beneficiaries for the various lump sum benefits that may be payable. This designation is for

- Retired Death Benefit Option 1 Balance
- Temporary Annuity Balance Option 4 Option 1 Balance

Section 2

Beneficiary Designation

Provide on the form the full name of your beneficiary relationship Social Security number or CalPERS ID and the complete address

I understand that if I am married or in a registered domestic partnership but do not name my spouse or registered domestic partner as beneficiary they may be entitled to a community property share of the balance of contributions (Option 1) or Temporary Annuity Balance. The community property share will be based on one half of the contributions or one half of the service credit earned during the marriage/registered domestic partnership. If the marriage or partnership occurred after my retirement date then my spouse or registered domestic partner is not entitled to a community property interest. If a community property interest applies my designated beneficiary(ies) will receive the portion of my lump sum Option 1 or Temporary Annuity Balance that is not payable to my spouse or registered domestic partner as their community property share.

Primary Beneficiaries

If a percentage (%) is entered make sure the total equals 100%

Dr Lee Turner Johnson
Name of Primary Beneficiary Birth Date

If the form does not provide enough space you may attach additional sheets provided you indicate whether you are designating primary or secondary beneficiaries. You must sign date and write your Social Security number or CalPERS ID at the top of each additional sheet.

wife 100%
Relationship to the Member Percentage of the Benefit Social Security Number or CalPERS ID

Address (Number Street City State and Zip Code) Sacramento CA 95820

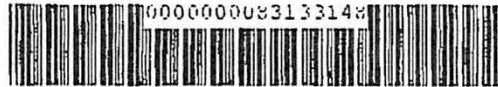
Name of Primary Beneficiary Birth Date

Relationship to the Member Percentage of the Benefit Social Security Number or CalPERS ID

Address (Number Street City State and Zip Code)

Continued on page 2

RECEIVED/5/5/CF/4 NTL
C. LITTE
2014 AUG -7 Au. 3 2
DDC - 1
my|CalPERS 0773



Put your name and Social Security number or CalPERS ID at the top of every page

Grantland L. Johnson
Member's Name

Social Security Number or CalPERS ID

Section 2

Beneficiary Designation - Continued

If a percentage (%) is entered make sure the total equals 100%

Primary Beneficiaries - Continued

Name of Primary Beneficiary Birth Date

Relationship to the Member Percentage of the Benefit Social Security Number or CalPERS ID

Address (Number Street City State and Zip Code)

In the event I survive the person(s) named as primary beneficiary I hereby designate the following person(s) who survive me as BENEFCIARIES. If no percentage (%) is given benefits will be paid share and share alike

Secondary Beneficiaries

Name of Secondary Beneficiary Birth Date

Relationship to the Member Percentage of the Benefit Social Security Number or CalPERS ID

Address (Number Street City State and Zip Code)

Name of Secondary Beneficiary Birth Date

Relationship to the Member Percentage of the Benefit Social Security Number or CalPERS ID

Address (Number Street City State and Zip Code)

If the form does not provide enough space you may attach additional sheets provided you indicate whether you are designating primary or secondary beneficiaries. You must sign date and write your Social Security number or CalPERS ID at the top of each additional sheet

2014/08/07 13:38:15 S6 5431



Put your name and Social Security number or CalPERS ID at the top of every page

Grantland L Johnson
 Member's Name

 Social Security Number or CalPERS ID

Section 3

Required Signature(s)

Provide the date you signed the form

Member's Acknowledgement

Should I survive all of the persons named I understand that the benefits payable upon my death will be paid to my statutory beneficiaries or to such other beneficiary or beneficiaries that I may hereafter designate in writing to CalPERS all in accordance with applicable provisions of law

By this beneficiary designation I hereby revoke any previous designation I have filed I understand that my marriage or domestic partnership final dissolution or annulment of my marriage or the termination of my domestic partnership or the birth or adoption of a child subsequent to the date this form is filed with CalPERS will automatically void this designation

I understand that a designation filed after the initiation of dissolution or annulment of marriage or domestic partnership or legal termination of domestic partnership will not be revoked when the legal process is finalized

Are you legally married or have a registered domestic partner? Yes No

If yes your spouse or registered domestic partner must sign this form If no please indicate

Never Married/Never in Registered Domestic Partnership Divorced/Annulled Widowed

IMPORTANT You must complete the Justification for Absence of Spouse s or Registered Domestic Partner's Signature (myCalPERS 0775) if you are married or have a registered domestic partnership but your spouse or registered domestic partner is unable to sign below

If you are married or in a registered domestic partnership and your spouse or registered domestic partner does not sign this form you must complete and submit the Justification for Absence of Spouse s or Registered Domestic Partner's Signature (myCalPERS 0775) form with your designation form

X Grantland L Johnson 8.5.14
 Member's Signature Date (mm/dd/yyyy)

Spouse s/Registered Domestic Partner's Acknowledgement

By signing this beneficiary designation form I acknowledge that I am aware of the designation made by my spouse or registered domestic partner I also hereby state that I am the current spouse or registered domestic partner

Dr Grantland Johnson 8.5.14
 Spouse s/Registered Domestic Partner's Signature Date (mm/dd/yyyy)

Before submitting your completed form be sure to make a copy to keep with your important retirement information

11.15.14
 Date of Marriage or Registered Partnership (mm/dd/yyyy)

2014/08/07 13:38:15 56 5432

Mail to:

CalPERS Benefit Services Division • P O Box 942711 Sacramento CA 94229 2711

myCalPERS 0773



2014/08/07 13:38:16 S6 5433

Section 4

Information and Instructions

Instructions

The death benefits paid to your beneficiary depend on the retirement option you selected when you retired and the benefits contracted by your former employer. Please order or download *What You Need to Know About Changing Your Beneficiary or Monthly Benefit after Retirement* for a description of the benefits. The Post Retirement Lump Sum Beneficiary Designation form is used to designate a beneficiary(ies) for your lump sum benefits only.

- A. The following is a list of all the lump sum benefits that could be paid:
 - 1. Retired Death Benefit
 - 2. Option 1 Balance
 - 3. Temporary Annuity Balance
 - 4. Option 4, Option 2W or 3W and Option 1 Combined Balance

Any lump sum death benefits will be paid to your designated beneficiary. However, if no valid designation is in effect at the time of your death, your lump sum death benefits are paid to your statutory beneficiary (the order is determined by law).

- B. Any of the following events automatically revokes an existing beneficiary designation:
 - 1. Marriage
 - 2. Registered domestic partnership
 - 3. Dissolution or annulment of marriage or termination of a registered domestic partnership that is initiated before the designation is filed
 - 4. Birth or adoption of a child

If your beneficiary designation is revoked and there is no designation in effect at the time of your death, benefits will be paid to your statutory beneficiary. However, you can redesignate your previous beneficiary or name a new beneficiary by completing this form.

- C. If you are legally married or in a registered domestic partnership and you designate someone other than your spouse or registered domestic partner to receive your Option 1 balance, they could be entitled to their community property interest in this benefit. Their community property interest is 50 percent of the benefit for the period of CalPERS service during which you were married to your current spouse or in a registered domestic partnership. If you married or established a registered domestic partnership after retirement, your spouse or registered domestic partner does not have a community property interest in your death benefits.

- D. In Section 1, remember to clearly print the personal information requested at the top of the form. To protect you and your beneficiary from a possible legal challenge of your designations, we cannot accept a form with any corrections or erasure marks. Also, remember to check either Box 1 or Box 2. Check Box 1 if your designation applies to all applicable lump sum death benefits. Check Box 2 if you want to designate a different beneficiary for each lump sum death benefit payable. Your primary beneficiaries will receive an equal percent of the benefit, unless you indicate otherwise.

- E. In Section 2, if you want to name more than three primary beneficiaries or more than two secondary beneficiaries for one or all of the lump sum death benefits, you may attach additional sheets provided; you indicate whether you are designating primary or secondary beneficiaries. You must sign date and write your Social Security number or CalPERS ID at the top of each additional sheet.

- F. In Section 3, you must sign the *Member's Acknowledgment* and your current spouse or registered domestic partner must also sign the *Spouse's or Registered Domestic Partner's Acknowledgment* to acknowledge the action you are taking. If you are not legally married or in a registered domestic partnership, you should check the box in the *Member's Acknowledgment* section stating that you are not married or in a domestic partnership and mark the correct applicable situation. If you are married or in a registered domestic partnership and your spouse or registered domestic partner does not sign the form, you must complete and submit the *Justification for Absence of Spouse's or Registered Domestic Partner's Signature* form with your designation form.

Information Practices Statement

The Information Practices Act of 1977 and the Federal Privacy Act require the California Public Employees Retirement System to provide the following information to individuals who are asked to supply information. The information requested is collected pursuant to the Government Code Sections (20000 et seq.) and will be used for administration of the Board's duties under the Retirement Law, the Social Security Act, and the Public Employees Medical and Hospital Care Act, as the case may be. Failure to supply all of the requested information may result in the System being unable to perform its functions regarding your status. Portions of this information may be transferred to state and public agency employers, California State Attorney General, Office of the State Controller, California Technology Agency, Public Safety & Communications Division, Franchise Tax Board, Internal Revenue Service, Workers Compensation Appeals Board, State Compensation Insurance Fund, County District Attorneys, Social Security Administration, beneficiaries of deceased members, physicians, insurance carriers, and various vendors who prepare microfiche/microfilm for CalPERS. Disclosure to these parties is done in strict accordance with current statutes regarding confidentiality.

You have the right to review your membership files maintained by the California Public Employees Retirement System. For questions concerning your rights under the Information Practices Act of 1977, please contact the Information Coordinator, CalPERS, P.O. Box 942702, Sacramento, CA 94229-2702.



H



Application to Modify Option and/or Life Option Beneficiary

888 CalPERS (or 888-225 7377) TTY (877) 249 7442

Brawland Lee Johnson
Name of Participant (First Name Middle Initial Last Name) Social Security Number (CalPERS ID)

2014/08/07 13:44:25 66 5546

Section 1

Qualifying Events for Modification

Please submit a copy of appropriate legal document such as certified death certificate, marriage certificate, certificate of domestic partnership or the endorsed filed court order with this application

You can change your benefit option or life option beneficiary only if one of the following events occurs. Indicate the event that applies.

Death of current life option beneficiary (submit a copy of the certified death certificate)

Name of Beneficiary (First Name Middle Initial Last Name) Date of Death (mm/dd/yyyy)

Marriage (submit a copy of marriage certificate)

Name of Spouse (First Name Middle Initial Last Name) Date of Marriage (mm/dd/yyyy)

Establishment of domestic partnership (submit a copy of certificate of domestic partnership)

Name of Domestic Partner (First Name Middle Initial Last Name) Date of Partnership (mm/dd/yyyy)

Divorce, annulment or legal separation from spouse or ex-spouse who is your life option beneficiary (submit a copy of the endorsed filed court order)

divorce annulment legal separation
date 11/8/13

Dissolution or termination of domestic partnership from domestic partner who is your life option beneficiary (submit a copy of the endorsed filed court order)

RECEIVED/STATE OF CALIFORNIA
CALPERS
2014 AUG -7 AM 9 2
DDC - 1

Section 2

New Beneficiary Information

Complete new beneficiary information and submit a copy of their birth certificate

If you were required by court order at the time of retirement to designate your former spouse or legally recognized domestic partner as a Community Property Option 4 beneficiary, you must complete Sections 2 and 3. Do not complete Sections 2 and 3.

Lee A Turner Johnson
Name of New Beneficiary (First Name Middle Initial Last Name) CalPERS ID

Birth Date (mm/dd/yyyy) Gender Male Female Relationship to You wife

Address

City Sacramento State CA ZIP 95833 D.S.A.

on file at CalPERS w/ Medical Dental

See back of page 2

POOR QUALITY
CRIB



Put your name and Social Security number or CalPERS ID at the top of every page

Grantland Lee Johnson
 Name of Participant Social Security Number or CalPERS ID

Section 3

We will provide Options 1, 2, 3W, 3 and 3W. If these do not meet your needs, you can request one of the approved Option 4 types shown.

If you want your beneficiaries to receive an equal share of your benefits, do not specify a dollar or percentage of the benefit.

Option 4 Types

You must first review CalPERS publication Retirement Option 4 6-07.

Option 2W & Option 1 Combined N/A Option 3W & Option 1 Combined N/A

Specific Percentage to Beneficiary 100 % Specific Dollar Amount to Beneficiary \$

Reduced Allowance for Fixed Period of Time 68

Reduce my Allowance by \$ or % through the end of (mm/yyyy)

Multiple Lifetime Beneficiaries

Name (First Name Middle Initial Last Name) Social Security Number or CalPERS ID

Birth Date (mm/dd/yyyy) Gender Male Female Relationship to you

Address

City State ZIP

Name (First Name Middle Initial Last Name) Social Security Number or CalPERS ID

Birth Date (mm/dd/yyyy) Gender Male Female Relationship to you

Address

City State ZIP

Name (First Name Middle Initial Last Name) Social Security Number or CalPERS ID

Birth Date (mm/dd/yyyy) Gender Male Female Relationship to you

Address

City State ZIP

Reduced Allowance Upon Death of Retiree or Beneficiary \$
 Reduction Amount

2014/08/07 13:44:26 S6 9547

Put your name and Social Security number or CalPERS ID at the top of every page

Grantland Lee Johnson
Name of Participant Social Security Number or CalPERS ID

Section 4

Option 4 Court-Ordered Community Property

These options apply to Option 4 Court Ordered Community Property only

- Option 4/1 - To complete this option choice you must also fill out the new beneficiary information below
- Option 4/2W - To complete this option choice you must also fill out the new beneficiary information below
- Option 4/3W - To complete this option choice, you must also fill out the new beneficiary information below

Complete new beneficiary information and submit a copy of their birth certificate

Name (First Name Middle Initial Last Name) Social Security Number or CalPERS ID

Birth Date (mm/dd/yyyy) Gender Male Female Relationship to You

Address

City State ZIP

Section 5

Survivor Continuance

If your spouse or domestic partner is your eligible survivor you must submit a copy of your marriage certificate or certificate of domestic partnership

I currently have an eligible survivor who may be entitled to the Survivor Continuance benefit

Dr Lee A Tucker Johnson
Name of Survivor (First Name Middle Initial Last Name) Social Security Number or CalPERS ID

[Redacted] wife 11/15/14
Birth Date (mm/dd/yyyy) Relationship to You Date of Marriage or Domestic Partnership

Section 6

Certification of Participant

I understand that this form is a request for an election form to modify my option and beneficiary beneficiary(ies) I further understand that my new option/beneficiary change will not be processed until the properly completed election form is submitted to CalPERS I hereby certify under penalty of perjury that the foregoing information is true and correct

[Signature] [Signature] 8/3/14
Signature of Participant Date

[Redacted] [Redacted]
Home Phone Number Business Phone Number

altus [Redacted]

2014/08/07 13:44:26 s6 5548

Mail to: CalPERS Benefit Services Division • P.O. Box 942711 Sacramento, CA 95832-2711



P.O. Box 942715 Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545
www.calpers.ca.gov

California Public Employees' Retirement System

August 14, 2014

Grantland L. Johnson

CalPERS ID:

Dear Grantland L. Johnson:

This is to confirm that your Beneficiary Designation form which was designated on 08/14/2014 9:32 am has been accepted by CalPERS.

Benefit Selection: Pro-Rata Lump Sum

Beneficiary(s): Lee A. Turner, Primary, 100.00%

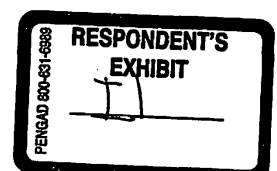
We would like to remind you that if any of the following events should occur, your current designation will be automatically revoked:

- Marriage or registered domestic partnership.
- Dissolution or annulment of marriage or registered domestic partnership if initiated after the beneficiary designation form was submitted.
- Birth or adoption of a child.
- Termination of employment that results in a refund of your contributions.

If one of these events should occur, a new beneficiary designation must be completed if you wish to name someone other than your statutory beneficiary(ies). The statutory order is: 1) Spouse or Registered Domestic Partner, or if none, 2) Children, or if none, 3) Parents, or if none, 4) Brothers and sisters, or if none, 5) Estate, if probated, or if not, 6) Trust.

If you have any questions, please visit our website www.calpers.ca.gov or you may contact us toll free at 888 CalPERS (or 888-225-7377).

my|CalPERS 2172



J

FEB/11/2015/WED 03:13 PM Community Housing

FAX No. 1707759053

P. 008

Gantland Johnson
100 No



The annexed instrument is a correct copy of the original on file in my office. FEB 06 2015

Attest: _____

Certified

Superior Court of Sacramento

County of Sacramento

By [Signature] Deputy



FEB/11/2015/WED 03:13 PM Com ity Housing

FAX No. 17077596053

P. 009

OCT 17 2014

FL-180

Grantland Johnson

| | | |
|---|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MARK P. GROTEWOHL 244080 LAW OFFICES OF MARK GROTEWOHL 1810 Executive Court Sacramento, CA 95864 TELEPHONE NO.: (916) 925-9180 FAX NO. (Optional): (916) 925-9182 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Grantland L. Johnson | | FOR COURT USE ONLY <div style="border: 2px solid black; padding: 5px; text-align: center;"> FILED/ENDORSED DEC 31 2014 By: <i>[Signature]</i> L. COX DEPUTY CLERK </div> |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 3341 POWER INN ROAD MAILING ADDRESS: same as above CITY AND ZIP CODE: SACRAMENTO, CA 95828 BRANCH NAME: WILLIAM R. RIDGEWAY FAMILY RELATIONS | | |
| MARRIAGE OR PARTNERSHIP OF PETITIONER: Grantland L. Johnson RESPONDENT: Charlot Bolton | | |
| JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input checked="" type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: | | CASE NUMBER: 13FL01863 |

- This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 a. Date: **DEC 31 2014** Dept.: _____ Room: _____
 b. Judicial officer (name): **WM NEIL SHEPHERD** Temporary judge
 COURT COMMISSIONER
 c. Petitioner present in court Attorney present in court (name): _____
 d. Respondent present in court Attorney present in court (name): _____
 e. Claimant present in court (name): _____ Attorney present in court (name): _____
 f. Other (specify name): _____
- The court acquired jurisdiction of the respondent on (date): **5/8/2013**
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date): _____
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 b. Judgment of legal separation is entered.
 c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
 d. This judgment will be entered nunc pro tunc as of (date): _____
 e. Judgment on reserved issues.
 f. The petitioner's respondent's former name is restored to (specify): _____
 g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

Form Adopted for Mandatory Use
Judicial Council of California
FL-180 (Rev. July 1, 2012)

JUDGMENT
(Family Law)

Family Code, §§ 2024, 2242,
2343, 2345
www.court.ca.gov



JOHNSON, GRANTLAND

FEB/11/2015/WED 03:13 PM Cor nity Housing FAX No. 17077596053 P. 010

Grantland Johnson v. Bolton

FL-180

| | |
|---|---------------------------|
| CASE NAME (Last name, first name of each party): Johnson, Grantland v. Bolton, Charlot | CASE NUMBER: 13FL01863 |
|---|---------------------------|

4. i. The children of this marriage or domestic partnership are:
- (1) Name Birthdate
- (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership
- j. Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (2) Child Custody and Visitation Order Attachment (form FL-341).
- (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
- (4) Previously established in another case. Case number: Court:
- k. Child support is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4088(a).
- (2) Child Support Information and Order Attachment (form FL-342).
- (3) Stipulation to Establish or Modify Child Support and Order (form FL-360).
- (4) Previously established in another case. Case number: Court:
- l. Spousal, domestic partner, or family support is ordered:
- (1) Reserved for future determination as relates to petitioner respondent
- (2) Jurisdiction terminated to order spousal or partner support to petitioner respondent
- (3) As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).
- (4) As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (B) Other (specify):
- m. Property division is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) Property Order Attachment to Judgment (form FL-345).
- (3) Other (specify):
- n. Attorney fees and costs are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) Attorney Fees and Costs Order (form FL-346).
- (3) Other (specify):
- o. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: 11

JUDICIAL OFFICER: Page 8
 SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

FL-180 (Rev. July 1, 2012)

JUDGMENT
(Family Law)

Page 2 of 2



JOHNSON, GRANTLAND

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FAX No. 17077596053

P. 011

Grantland Johnson

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MARITAL SETTLEMENT AGREEMENT

I. INTRODUCTORY PROVISIONS

1.01. IDENTIFICATION OF PARTIES. This agreement is made between GRANTLAND JOHNSON, hereafter referred to as "Husband," and CHARLOT BOLTON, hereafter referred to as "Wife.", hereafter collectively referred to as the "Parties".

1.02. DATE OF MARRIAGE. The parties were married on February 5, 1975 and ever since then have been and are Husband and Wife.

1.03. DATE OF SEPARATION. The date of separation of the parties was April 1, 2002, resulting a marriage of 27 years 1 month in duration.

1.04. IRRECONCILABLE DIFFERENCES. Irreconcilable differences have led to the irremediable breakdown of the marriage, and there is no possibility of saving the marriage through counseling or other means.

1.05. MINOR CHILDREN OF THE MARRIAGE. There are no minor children of the marriage.

1.06. CIRCUMSTANCES OF THE PARTIES. Husband is 65 years of age and fully retired. Wife is 63 years old and is retired. Both parties have pre-existing health conditions that affect their ability to maintain employment.

1.07. DISSOLUTION PROCEEDINGS. Husband filed a Petition for Dissolution of Marriage on April 8, 2013 in the Superior Court of California, County of Sacramento, Case Number 13FL01863.

1.08. PURPOSE OF AGREEMENT. The purpose of this agreement is to make a final and complete settlement of all rights and obligations between the parties, including all property rights, claims for reimbursements and credits and spousal support. The Parties agree that this Agreement will be incorporated and other than those terms specifically excepted, merged into the Judgment of Dissolution Re: Reserved Issues.

1.09. DISSOLUTION - STATUS ONLY. A Judgment of Dissolution-Status Only was previously entered by the court, terminating the parties' marital status effective November 9, 2013.

II. SPOUSAL SUPPORT

2.01. ACKNOWLEDGMENT. The parties acknowledge and confirm the following facts.

- a. This is long term marriage subject to the provisions of Fam C § 4336.
- b. Husband is voluntarily retired and self supporting. Wife is also voluntarily retired and self-supporting.

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P. 012

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Santand Johnson

- c. Husband is 65 years old and in critically poor health with several pre-existing physical issues limiting his ability to work. Wife is 63 years old and in poor health with pre-existing physical issues limiting her ability to work.

2.02. WAIVER AND TERMINATION OF JURISDICTION. Based upon the facts recited in paragraph 2.01 above and the additional factors set forth in Fam C § 4320(a) – (n), each party irrevocably waives the right to receive spousal support from the other at any time. Each party further agrees to termination of the court's jurisdiction to award spousal support to either party at any time in the future. As of the effective date hereof, no court shall have jurisdiction to entertain an application for spousal support submitted by either party. The parties intend the foregoing to constitute the written agreement required by Fam C § 4336 to terminate the Court's jurisdiction over spousal support.

2.03. WAIVER OF SPOUSAL SUPPORT BY HUSBAND. Husband has been advised of his rights with regard to spousal support. Husband acknowledges and understands he is under no compulsion to irrevocably waive the right to subsequently seek spousal support from Wife or agree to terminate the court's jurisdiction to award him spousal support in the future; he does so knowingly and voluntarily. Husband further understands that upon termination of the court's jurisdiction over spousal support, no court may grant a request for spousal support regardless of circumstances or economic hardship which subsequently arise

2.04. WAIVER OF SPOUSAL SUPPORT BY WIFE: Wife has been advised of her rights with regard to spousal support. Wife acknowledges and understands she is under no compulsion to irrevocably waive the right to subsequently seek spousal support from Husband or agree to terminate the court's jurisdiction to award her spousal support in the future; she does so knowingly and voluntarily. She further understands that upon termination of jurisdiction, no court may grant a request for spousal support regardless of circumstances or economic hardship which subsequently arises.

III. PROPERTY

3.01. CHARACTERIZATION. Husband and Wife agree that the assets and obligations of the parties are those set forth in Exhibits A and B attached hereto. Some of the assets and obligations are community property and some are separate property; no distinction is made as to their characterization because the parties have agreed on the ultimate division of property, regardless of its characterization as community or separate. However, both parties reserve their respective right to submit evidence to the court, and have the court decide, the separate or community property characterization as community or separate if this Agreement is merged into and becomes a Judgment and such Judgment is subsequently set aside, in whole or in part, as to the division of assets and/or obligation described below, or in the event that a creditor makes a claim on the property of a party because of non-payment by the other party of an obligation assigned to him/her in the division of assets and obligation.

3.02. WIFE'S PROPERTY. Wife will be awarded and assigned the assets and liabilities listed in Exhibit A attached hereto and incorporated herein as her sole and separate property. Husband hereby transfers and assigns to Wife all of his rights and interest in each asset and

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P. 013

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obligation. Wife will pay all obligations assigned to her pursuant to Exhibit A and indemnify and hold Husband harmless from same including all costs and attorney fees to defend any claims asserted by the creditor.

3.04. HUSBAND'S PROPERTY. Husband will be awarded and assigned the assets and liabilities listed in Exhibit B attached hereto and incorporated herein as his sole and separate property. Wife hereby transfers and assigns to Husband all of her rights and interest in each asset and obligation. Husband will pay all obligations assigned to him pursuant to Exhibit B and indemnify and hold Wife harmless from same including all costs and attorney fees to defend any claims asserted by the creditor.

3.05. ADDITIONAL CONSIDERATION. As additional consideration to Wife, Husband has paid and Respondent has received \$900 in addition to the assets otherwise assigned to Wife hereunder pursuant to Exhibit A. No further obligation is owing.

3.06. MUTUAL WAIVER OF APPRAISAL AND RIGHT TO EQUAL DIVISION. In arriving at the valuation of such assets, each party relies on his and her own opinions and judgments as to the value of said property without reliance upon appraisal and hereby waives the right to an accounting and appraisal of assets and debts. The parties further acknowledge the division of community property provided herein does not necessarily represent an equal division, but that each party has considered that fact in entering into this agreement. Accordingly, each party hereby waives the right to an equitable division of the community property. The parties intend this mutual waiver of the right to an equal division of the community property to constitute the requirement of a written agreement by the parties set forth in Fam C § 2550.

3.07. WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF ASSETS. Each party warrants to the other that he or she has no knowledge of any assets other than those disclosed and listed in Exhibit A and Exhibit B attached hereto and incorporated herein.

3.07.1. REMEDY FOR BREACH. If either party has knowledge of any asset other than those disclosed and listed in this agreement, and such asset(s) is characterized as community property, that warrantor will transfer or pay to the warrantee, at the warrantee's election, one of the following:

(a) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it;

(b) The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus interest at the rate of 10 percent per annum from the effective date to the date of payment; or

(c) The fair market value of the warrantee's interest in the asset on the date on which the warrantee discovers the existence of the asset, plus interest at the rate of 10 percent per annum from the discovery date to the date of payment.

This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of community assets.

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P. 014

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3.08. WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF LIABILITIES. Each party warrants to the other that he or she neither has incurred nor will incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party.

3.08.1. REMEDY FOR BREACH. If either party has incurred or does incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party, that warrantor will fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

3.09. WARRANTY REGARDING UNDISCLOSED GIFTS OR TRANSFERS. Each party warrants to the other that he or she has not made any undisclosed gifts or transfers of any community assets with a fair market value over \$250 for less than adequate and reasonable consideration without prior notice to the other party.

3.09.1. REMEDY FOR BREACH. If either party has made any undisclosed gift or transfer for less than adequate consideration of any community asset with a fair market value over \$250 without the other party's knowledge, that warrantor will pay to the warrantee a sum equal to half of the fair market value of the asset transferred, with the fair market value to be determined, at the warrantee's election, as of either (a) the effective date of this agreement or (b) the date on which the warrantee discovers the transfer, less any appreciation in the asset's value attributable solely to acts of the transferee(s) and successor(s). The warrantor will further pay to the warrantee interest at the rate of 10 percent per annum from the date elected for determination of the fair market value of the asset to the date of payment. This provision will not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from undisclosed gifts or transfers for less than adequate consideration.

3.10. WARRANTY REGARDING AFTER-ACQUIRED LIABILITIES. Each party warrants to the other that he or she will not incur, after the effective date of this agreement, any liability or obligation for which the other will be or may become personally liable or that could be enforced against an asset held by the other party.

3.10.1. REMEDY FOR BREACH. If either party incurs, after the effective date of this agreement, any liability or obligation for which the other will be or may become personally liable or that could be enforced against an asset held by the other party, that warrantor will indemnify the other for any liability on the obligation, attorney fees, and related costs.

IV. REAL PROPERTY

4.01. The parties acquired during the marriage community property interests in the real properties located at 228 Omstead Drive and 1773 Bannon Creek Drive, both located in Sacramento, CA. The parties previously divided those interests by agreement. Accordingly, each

Grantland Johnson

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party hereby irrevocably waives the right to assert any claim against the other with respect to the community property interest in either property, including, but not limited to those for reimbursements, credits or offsets.

4.02. Repayment or Refinance of Debts. All debts, secured and unsecured, assigned to a party by the terms of this agreement and for which the other party has ongoing liability shall either be paid in full or otherwise refinanced by the party to whom the debt is assigned.

V. RETIREMENT BENEFITS

5.01 IDENTIFICATION. Wife has acquired through employment an interest in the Sacramento County Employees Retirement System (SCERS) defined benefit plan, 401(k) and 457(b) defined contribution plan. Husband has acquired through his employment an interest in the California Public Employees Retirement System (CalPERS) defined plan and 401(k) defined contribution plan administered by Amerifunds.

5.02. WARRANTY. Each party warrants to the other that, to the best of his or her knowledge after checking with his or her employer, he or she is not a participant or beneficiary in or with respect to any pension or deferred compensation retirement plan other than those disclosed in section 5.01. If either party becomes aware of his or her eligibility for or participation in any benefit plan not disclosed in this agreement that is based in any degree on service during the marriage and before separation, that party will notify the other party of the existence of that eligibility or participation and authorize the plan to provide to the other party any information necessary to calculate the community interest, treating that interest as an omitted asset subject to the continuing jurisdiction of the Court.

5.03. WAIVER. Under the terms of this agreement, the entire interest of each plan specified in paragraph 5.01 above including, but not limited to, the right to future benefits and the right to name a beneficiary for any death and survivor benefits payable under the plan, is awarded to the party in whose name the interest is maintained, the "Plan Participant". Each party is informed that, independent of his or her community interest under federal law or the terms of the plan, he or she may, unless waived, have a right to survivor rights or other benefits in a plan awarded to the other party under the terms of this agreement. Each party expressly waives all such rights and interests and will timely sign those documents required by the plan administrator to implement the waiver, including written consent to designation of one or more alternate beneficiaries when applicable. This provision does not waive any right expressly provided in any trust agreement or beneficiary designation executed by one party in favor of the other after the effective date of this agreement.

5.04. QUALIFIED DOMESTIC RELATIONS ORDERS. Since by the terms of this agreement each party is assigned the entirety of the community property interest in his or her respective retirement benefits subject to ERISA provisions, no Qualified Domestic Relations Order is required. Therefore, the parties' previous agreement to engage the services of Moon Schwartz and Madden to draft the qualified orders necessary to divide the community property interests in the parties' respective retirements is hereby rescinded.

V. ATTORNEY FEES AND COSTS

FEB/11/2015/WED 03:16 PM Community Housing

FAX No. 17077596053

P. 016

ESANTHARD JOHNSON

COD NO

5.01 NO ALLOCATION OR REIMBURSEMENT. Each party will bear all of his or her own attorney fees and costs incurred in connection with the negotiation, preparation, and execution of this agreement and the pending proceeding for dissolution of marriage.

5.02 LEGAL REPRESENTATION. This agreement has been prepared by Mark P. Grotewohl CSB#244050, attorney for Husband. Wife has not been represented in the negotiation or preparation of this agreement. Wife acknowledges that Husband's attorney has informed her that the attorney represents only Husband, that Wife has the right to obtain independent legal advice, and that Wife should do so, but that she voluntarily declined to obtain such advice. Wife further acknowledges that she has carefully read this agreement in its entirety and voluntarily chooses to execute it.

VI. GENERAL PROVISIONS

6.01. RELEASE OF LIABILITIES AND CLAIMS. Except as otherwise provided in this agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage and during the marriage, including, but not limited to, property and support claims, claims for reimbursements or credits pursuant Family Code § 2640, charges for exclusive use of community property after the date of separation (*Marriage of Watts*), or payments on community obligations after the date of separation (*Marriage of Epstein*). The parties have considered and provided for such claims in this agreement.

This release extends to all claims, whether known or unknown, that either party may have against the other. By initialing below, each party expressly waives with respect to the other the benefits of Civil Code §1542, which protects against the inadvertent waiver of material claims that one does not know or suspect to exist, stated as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

 CW B
(Wife's initials) (Husband's initials)

6.02. INDEMNIFICATION. Each party shall indemnify and hold the other harmless from all debts assigned to the party by the terms of this agreement, including legal fees and costs in defense of an enforcement action brought by the third party creditor.

6.03. WAIVER OF RIGHTS ON DEATH OF OTHER PARTY. Except for Wife's rights under paragraph 3.02 of this agreement, each party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this agreement. Each party believes that he or she has received a fair and reasonable disclosure of the property and financial obligations of the other party. Each party's waiver is intended to be an enforceable waiver of that party's rights under Probate Code §§140-147.

FEB/11/2015/WED 03:16 PM Community Housing

FAX No. 17077506753

P. 017

Grantland Johnson

LOD NO

The rights waived include, but are not limited to, the following:

- (a) Property that would pass from the decedent by intestate succession;
- (b) Property that would pass from the decedent by testamentary disposition;
- (c) A probate homestead;
- (d) The setting aside of exempt property;
- (e) A family allowance;
- (f) The setting aside of an estate;
- (g) An election to take community or quasi-community property against the decedent's will;
- (h) The statutory share of an omitted spouse;
- (i) An appointment as executor or administrator of the decedent's estate, except as the nominee of a third party legally entitled to make such a nomination;
- (j) Property that would pass from the decedent by nonprobate transfer, such as the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death account; and
- (k) Proceeds as beneficiary of any type of insurance policy.

6.04. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties on these matters, superseding any previous agreement between them.

6.05. RECONCILIATION. If the parties reconcile, this agreement will nevertheless remain in full effect unless and until it is modified or revoked in a writing signed by both parties.

6.06. MODIFICATION BY SUBSEQUENT AGREEMENT. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

6.07. ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT. The prevailing party in any action or proceeding to enforce or modify any provision of this agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, will be awarded reasonable attorney fees and costs. For the moving party to be deemed the prevailing party for purposes of this provision, at least 10 days before the filing of any motion he or she must provide written notice to the other party specifying the alleged breach or default, if capable of being cured, or the modification requested. The other party must then be

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P. 018

Grantland Johnson

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allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the 10-day period.

6.08. EFFECTIVE DATE. The effective date of this agreement will be the date of its execution by the second of the parties to do so.

6.09. COURT ACTION. If a judgment of dissolution of marriage is obtained by either party, the original of this agreement will be attached to the judgment. The Court will be requested to do the following:

- (a) Approve the entire agreement as fair and equitable;
- (b) Order the parties to comply with all of its executory provisions;
- (c) Merge all provisions, except those relating to warranties and indemnifications, into the judgment; and
- (d) Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.

The foregoing is agreed to by:

Date: 9/29/14 *Grantland Johnson*
GRANTLAND JOHNSON, Petitioner

Date: 9/4/14 *Charlot Bolton*
CHARLOT BOLTON, Respondent
See attached Notary Acknowledgment

Approved as conforming to the agreement of the parties:

Date: 10/14/14 *Mark P. Grotewohl*
MARK P. GROTEWOHL, Attorney for Petitioner

IT IS SO ORDERED:

Date: DEC 31 2014 *JM*
SUPERIOR COURT JUDGE

WM NEIL SHEPHERD
COURT COMMISSIONER

FEB/11/2015/WED 03:17 PM Community Housing

FAX No. 17077596053

P. 019

C Grantland Johnson C (UDNO

NOTARY ACKNOWLEDGMENT

State of California)
County of Sacramento)

On this 4 day of Sept., 2014, before me, Leslie Robinson, Notary Public personally appeared Charlot Bolton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Seal Above

Leslie Robinson
Signature of Notary Public

FEB/11/2015/WED 03:17 PM Community Housing

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P. 020

C Grant Hand Johnson C 100 No

EXHIBIT A

Assets and Debts Confirmed to Wife

1. All clothing, jewelry, and other personal effects in Wife's possession.
2. All furniture, appliances, artwork, tools and other personal property in Wife's possession.
3. All net proceeds from the sale of real property located at
4. All net proceeds from the sale of real property located at
5. 1989 Volvo Sedan
6. 2000 Dodge van and any and all insurance proceeds received by Respondent.
7. All bank, credit union and investment accounts in Wife's sole name and funds on deposit therein.
8. All rights and interest in the Physicians Life insurance Policy, policy number ending in
9. Any and all interest in the County of Sacramento 457(b) account held in Wife's name alone, including but not limited to all member contributions and rights to future benefits.
10. Any and all interest in the County of Sacramento 401(k) account held in Wife's name alone, including but not limited to all member contributions and rights to future benefits.
11. Any and all interest in the Sacramento County Employees Retirement System defined benefit retirement plan held for the benefit of Wife.
12. Any and all student loan debt owed to the University of the Pacific.
13. All credit card accounts in Wife's sole name and related balances including but not limited to the following:
 - a. Wells Fargo credit card in Wife's name alone.
 - b. Mercic Bank credit card in Wife's name alone
 - c. HSBN Orchard Bank credit card in Wife's name alone.
 - d. Barklay credit card in Wife's name alone.
 - e. Home Shopping Network credit card in Wife's name alone.

FEB/11/2015/WED 03:17 PM Community Housing

FAX No. 17077596053

P. 021

Grantland Johnson

100 NO

EXHIBIT B

Assets and Debts Confirmed to Husband

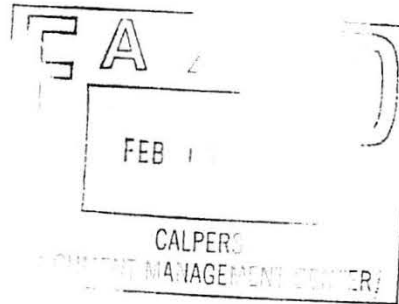
1. All clothing, jewelry, and other personal effects in Husband's possession.
2. All furniture, appliances, artwork, tools and other personal property in Husband's possession.
3. All savings, checking and credit union accounts held in Husband's sole name and balances therein, including but not limited to accounts at Bank of America and Golden One.
4. All rights and interest in the Amerifunds 401(k) account number ending in
5. Any and all interest in the CalPERS defined plan attributable to Husband's employment, including but not limited to all member contributions and rights to past and future benefits, survivor and death benefits the Petitioner is entitled to select and assign according to the terms of the plan.
6. Any and all student loan debt owing to CSUS.
7. Any and all Federal and California State tax obligations owing for the tax years 2007, 2008 and 2009.
8. Any and all debt owed on the Bank of America visa credit card in Petitioner's name alone.
9. Any and all debt owing to Nelson Kynaard-Ford Mortor Company.
10. Any and all debt owing on the American Express credit card in Petitioner's name alone.
11. Any and all debt owing on the Golden One Credit Union credit card account in Petitioner's name alone.

K

FEB/11/2015/WED 03:10 PM Community Housing

FAX No. 170775 053

P. 002



February 11, 2015

Cal PERS
PO Box 942715
Sacramento, CA 94229-2715

RE: IUD No

CalPERS Death Benefits Division:

Enclosed please find the Certified Final Judgment on Property in the Marital Settlement and Agreement for Grantland L. Johnson in the case of Grantland Johnson V. Charlot Bolton (December 31, 2015)

The bifurcation was completed in November, 2014 (which CalPERS has on file) and this is the certified final property settlement judgment. This was held up due to lack of clerical staffing in the courts. It is my understanding from a call I made to CalPERS prior to Christmas that the analyst was awaiting this judgment in order to complete the process related to Lump Sum Death Benefit and payment of other monthly death benefits to beneficiary, designated by Grantland Johnson mid-August, 2014 before his death on August 19, 2014 which is in his file. I have enclosed copy again plus the Power of Attorney, designating myself, his wife as POA and Executor.

In addition, I am enclosing most of the pay stubs from my husband's retirement checks from December, 2013 through September, 2014. Grantland's ex-wife had put a lien on his retirement checks while the property settlement was in progress, in the event that she might receive a portion. 50% was withheld monthly during that period. The judgment (enclosed) was not in her favor. I cannot locate the stubs for June, July, and August, 2014 although they were received. My husband was ill at the time, on dialysis, and spent the latter part of July and all of August until the 16th in hospital when I brought him home to pass away in our home. The amount withheld most likely equals that of the previous month of May, 2014 and the amount shown on the September, 2014 stub. In total, I estimate the withheld amount to be a little more than \$6,000. Grantland wanted me to have this to pay off the cost of his funeral and not be burdened with this expense.

Once you have reviewed the certified final judgment, please issue the disbursement of the lump sum and the past retirement to his stated beneficiary, myself. I have included his will of 2012 naming me his Power of Attorney and his Executor- as Dr. Lee Turner-Muecke, which was my name at the time, prior to our marriage on November 15, 2014. I have enclosed both a copy of the will, and I have verified our marriage certificate which is already in your file with his death certificate and application for both lump sum and application information for other monthly benefits, sent to me by CalPERS and returned completed in September 2014, shortly after his death.

In addition, I was on his Medical/Dental plans and recently found out that I was removed because the final certified property judgment was delayed due to court staffing and without that property settlement everything to do with his estate was closed down. This has been shocking and an extreme hardship to me as his wife



FEB/11/2015/WED 03:10 PM Co nity Housing

FAX No. 17077596053

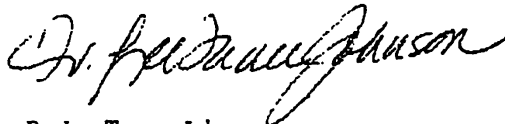
P. 003

and previously domestic partner since 2008. I believe Grantland is Tier 1 and signed Option 2 for monthly benefits to surviving spouse. As such, I would be eligible for his Medical/Dental plan for life. I anxiously await word from you on this matter, as it has been very very stressful to me.

Thank you for your attention to this business, as I continue to work on his life closure. It has been an enormous loss after our ten years together and I am very appreciative of the manner in which CalPERS has worked with me to make what is very difficult, somewhat more bearable. Should you need to reach me, the best phone number in your file to reach me is my cell, 916-524-8745.

Thank you and I look forward to hearing from you.

Sincerely,



Dr. Lee Turner Johnson

L

February 14, 2015

Cal PERS
PO Box 942715
Sacramento, CA 94229-2715

RE: IUD Nc

CalPERS Death Benefits Analyst:

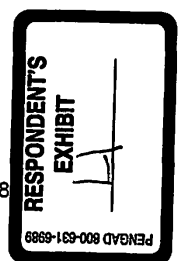
This package has been faxed in entirety to the Death Benefits Division on Wednesday, February 11, 2015. I am now sending the hard copy with a cover to address the fact that there seems to be some notation that in spite of my husband Grantland Johnson choosing Option 2 and further having signed the Application to Change Beneficiary on his Survivor Benefits, that I would only receive Lump sum. I have therefore put the two documents he signed August 13 while in hospital for both lump sum and Application to change Survivor Benefits Beneficiary. Although we were married in 2013, there was a final property settlement on his former marriage pending. Enclosed please find the Certified Final Judgment on Property in the Marital Settlement and Agreement for Grantland L. Johnson in the case of Grantland Johnson V. Charlot Bolton (December 31, 2015). You will find that my husband was granted full and complete rights to name his own beneficiary with no amount of any property being assigned to his former wife. That had already been settled.

Grantland signed the Lump Sum Death Benefit and payment of other monthly death benefits to beneficiary, designated by Grantland Johnson in August, 2014 before his death on August 19, 2014 and we certified mail for you to receive originals which are now in your file. At that time, he and I talked with a CalPERS representative who assured him that his wishes would be honored even if after his death. In fact, I also had him sign a second copy of each and do have original signatures on both the Lump Sum and Survivor Benefits forms. In addition I am also his Executor (enclosed).

In addition, I am enclosing most of the pay stubs from my husband's retirement checks from December, 2013 through September, 2014. Grantland's ex-wife had put a lien on his retirement checks while the property settlement was in progress, and 50% was withheld from December, 2013 through September, 2014. The judgment (enclosed) was not in her favor. I cannot locate the stubs for June, July, and August, 2014 although they were received. My husband was ill at the time, on dialysis, and spent the latter part of July and all of August until the 16th in hospital when I brought him home to pass away in our home. The amount withheld most likely equals that of the previous month of May, 2014 and the amount shown on the September, 2014 stub. In total, I estimate the withheld amount to be a little more than \$6,000. Grantland wanted me to have this to pay off the cost of his funeral and not be burdened with this expense.

Once you have reviewed the certified final judgment, please issue the disbursement of the lump sum and the past retirement to his stated beneficiary,

RESPONDENT-000048



myself. I have enclosed both a copy of the will, and I have verified our marriage certificate which is already in your file with his death certificate and application for both lump sum and application information for other monthly benefits, sent to me by CalPERS and returned completed in September 2014, shortly after his death.

In addition, and of great importance, I was on his Medical/Dental plans (CalPERS statement enclosed) and recently found out that I was removed because the final certified property judgment was delayed due to court staffing and without that property settlement everything to do with his estate was closed down. This has been shocking and an extreme hardship to me as his wife and previously domestic partner since 2008. I know Grantland signed Option 2 for monthly benefits to surviving spouse. As such, I would be eligible for his Medical/Dental plan for life. I intently await word from you on this matter, as it has been very very stressful to me. Somehow those I have spoken with do not seem to notice that his beneficiary changes were made and signed before his death so I am therefore eligible for montly benefits and medical/dental benefits. I have consulted with an attorney in this matter.

Thank you for your attention to this business, as I continue to work on his life closure. It has been an enormous loss after our ten years together and I am very appreciative of the manner in which CalPERS has worked with me to make what is very difficult, somewhat more bearable. I would appreciate communication at your earliest convenience; the best phone number in your file to reach me is my cell,

Sincerely,



Dr. Lee Turner Johnson

Wife of Former Secretary, Grantland Lee Johnson, Secretary, Health and Human Services Agency, State of California, Governor Davis Administration and,

Former Regional Director, Region IX, Health and Human Services Agency, President Clinton Administration

M



California Public Employees' Retirement System
Benefit Services Division
P.O. Box 2056
Sacramento, CA 95812-2056
TTY: (877) 249-7442
(888) CalPERS (225-7377) phone; (800) 959-6545 fax
www.calpers.ca.gov

Reply to: Section 420

February 17, 2015

Dr. Lee Turner Johnson

CalPERS ID:

Re: Marriage of Grantland Johnson and Charlot Bolton

Dear Dr. Johnson,

Thank you for your letter dated February 11, 2015 along with a copy of the Judgment on Reserved Issues, filed December 31, 2014, pertaining to Grantland Johnson's retirement benefits with CalPERS.

Based on the Judgment, Mr. Johnson was awarded the entire interest in his CalPERS pension. Therefore, we are removing the community property claim on behalf of Charlot Bolton's behalf.

Mr. Johnson's case is being referred to our Death Benefits Unit to continue processing death benefits on behalf of our member.

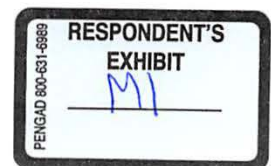
Please note, for security purposes, all communications with CalPERS must identify the member's full name, date of birth, and Social Security number or CalPERS ID number.

We are here to assist you. If you have any questions, please visit our website at www.calpers.ca.gov, or you may call us toll free at 888 CalPERS (or 888-225-7377).

Sincerely,

Sylvia Stuart
Community Property Unit

cc: Charlot Bolton
Mark P. Grotewohl, Attorney at Law



1 Ian J. Barlow (State Bar No. 262213)
2 **KERSHAW, CUTTER & RATINOFF, LLP**
3 401 Watt Avenue
4 Sacramento, California 95864
5 Telephone: (916) 448-9800
6 Facsimile: (916) 669-4499
7 Email: ian@kctlegal.com
8
9 Attorneys for Respondent

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BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

In the Matter of the Appeal Regarding
Death Benefits Payable Upon the Death of
GRANTLAND LEE JOHNSON by

Case No. 2015-0373
OAH No. 2015081045

LEE TURNER JOHNSON,

Respondent.

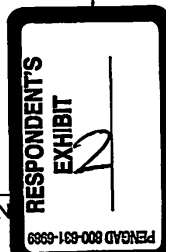
**NOTICE OF AMENDED DECLARATION
AND AMENDED DECLARATION OF
HERBERT L. ANDERSON**

Hearing Date: October 6, 2015
Hearing Location: Sacramento

NOTICE OF AMENDED DECLARATION

The amended declaration of Herbert L. Anderson set forth below will be introduced as evidence at the hearing in *In the Matter of the Appeal Regarding Death Benefits Payable Upon Death of Grantland Lee Johnson by Lee Turner Johnson, Respondent*, Ref. No. 2015-0373. Herbert L. Anderson will not be called to testify orally and you will not be entitled to question him unless you notify Ian J. Barlow at the law offices of Kershaw, Cutter & Ratinoff, LLP, 401 Watt Avenue, Sacramento, California 95864, that you wish to cross-examine him.

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AMENDED DECLARATION OF HERBERT L. ANDERSON

I, Herbert L. Anderson, declare as follows:

1. I have personal knowledge of the matters set forth in this declaration. If called upon as a witness I would be competent to do so, and could and would testify as to the truth of the facts below. I give this declaration freely and in support of Respondent Lee Turner Johnson's appeal of the California Public Employment Retirement System's ("CalPERS") denial of Grantland Johnson's Option 2 lifetime monthly benefits to Lee Turner Johnson.

2. I was a close personal friend of Grantland Johnson. I first met him in elementary School, we were debate partners in high school, and we remained in close contact off and on throughout his life. I was best man at his wedding when he married Lee Turner Johnson.

3. I was by his side in the Intensive Care Unit ("ICU") during the several days and weeks before he died.

4. During this time, Grantland Johnson was under constant medical supervision, undergoing frequent medical procedures, could not read, and in terminal health.

5. While at the ICU with Grantland Johnson in early August 2014, I witnessed Grantland Johnson and Lee Turner Johnson review and complete the Post Retirement Lump Sum Beneficiary Designation and Application to Modify Option and/or Life Option Beneficiary forms. I also witnessed Grantland Johnson sign both of those forms.

6. As part of Lee Turner Johnson's efforts to explain the forms to Grantland Johnson and correctly complete them, I also witnessed Lee Turner Johnson's telephone call to CalPERS on or around August 5, 2014 during which she conveyed Grantland Johnson's health condition, explained that he was attempting to complete the Post Retirement Lump Sum Beneficiary Designation and Application to Modify Option and/or Life Option Beneficiary forms, and requested guidance for completing those forms. As part of that telephone conversation, I heard Lee Turner Johnson convey to Grantland Johnson that the CalPERS employee told them that they should "not worry" and that "his wishes would be honored, no matter what," or representations to that effect.


7. I knew that the purpose of the forms was to designate Lee Turner Johnson as the

1 new beneficiary for Grantland Johnson's CalPERS benefits, including for lifetime monthly
2 benefits.

3 8. Based on my knowledge of Grantland Johnson and his relationship with Lee
4 Turner Johnson, it is my firm belief that by completing the Post Retirement Lump Sum
5 Beneficiary Designation and Application to Modify Option and/or Life Option Beneficiary forms,
6 he thought and believed that he was effectuating the designation of Lee Turner Johnson as a new
7 beneficiary for his CalPERS benefits, including for lifetime monthly benefits, upon his death.

8 9. As soon as the forms were completed and signed, Grantland Johnson asked Lee
9 Turner Johnson to mail the forms to CalPERS immediately. Lee Turner Johnson then left to
10 deliver the forms while I remained at the ICU with Grantland Johnson.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed this ___ day of October, 2015, at _____,
13 California.

14 
15 Herbert L. Anderson
16 October 5, 2015
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Home Participant Business Partner Admin Workflow my Toolbox

Summary Balance Record Maintenance Receivables Reports

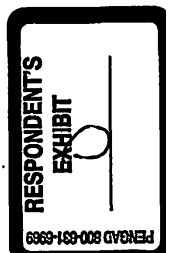
Common Participant Name: Grantland L Johnson CalPERS ID: [REDACTED]

Notes Notes Search Criteria

Search Notes Search Results Add New

- [Member Elections](#)
- [Structure](#)
- [Interaction](#)
- [Information](#)
- [Publications](#)
- [Pending List](#)
- [Publications](#)
- [History](#)
- [New Service](#)
- [History](#)

| <u>Category</u> | <u>Type</u> | <u>Note</u> | <u>Last Updated Date</u> | <u>Last Updated By</u> |
|------------------------------|-------------|---|--------------------------|------------------------|
| Legal Office | Participant | OAH Hearing set for October 6, 2015 @ 9:00 a.m., in Sacramento | 09/02/2015 | L. Okamoto / |
| Legal Office | Participant | On 4/2/2015 This Appeal Case has been assigned to Attorney Preet Kaur. Please refer appeal inquiries to her at 795-1054. | 09/02/2015 | L. Okamoto / |
| Legal Office | Participant | The Death Benefits Appeal has been Assigned to Attorney Preet Kaur. Please refer Appeal Inquiries to her at 795-1054. | 05/06/2015 | L. Okamoto / |
| Legal Office | Participant | This Appeal Case Was Received in the Legal Office on 4/8/2015, and will be Assigned to an Attorney. Until an Attorney is Assigned, Please refer Appeal Inquiries to Legal's Main Line: 916-795-3675. < > | 04/20/2015 | L. Okamoto / |
| Death | Participant | Letter acknowledging appeal mailed to spouse. | 04/03/2015 | M. Cisneros / |
| Death | Participant | Death file to Melissa to hold. | 04/03/2015 | S. Day-Bolar / |
| Death | Participant | Request for Legal Assistance routed to Legal Via Keith/Diane. | 04/03/2015 | S. Day-Bolar / |
| Death | Participant | CalPERS rcvd spouse's letter appealing our determination on 4/2/14. | 04/03/2015 | M. Cisneros / |
| Death | Participant | File to Melissa Cisneros for holding for a possible appeal. | 03/10/2015 | L. Chong / I |
| Death | Participant | Released PR benefit to Lee ([REDACTED]) Released CP Pend funds to Lee ([REDACTED]) | 03/09/2015 | L. Chong / I |
| Death | Participant | Overpayment deduction of \$592.52 applied to bene's warrant. < > | 03/09/2015 | L. Chong / I |
| Death | Participant | File to Lydia to expedite payment of the CP held money and the Prorata. | 03/09/2015 | C. Beck / I |



| | | | <u>Date</u> | <u>By</u> |
|--------------------------------|--------------|---|-------------|----------------|
| <u>Unable to Verify Caller</u> | Participant | Per caller inquiry about the way to complete the application to modify option and/or life option beneficiary, I assisted with general information about completing the form and advised of the timeframe for processing. | 08/06/2014 | K. Abram / I |
| <u>Benefit Payments</u> | Participant | Rejected BENE request received 7.3.14; CalPERS form needed. Reject letter sent. | 07/25/2014 | R. Jenkins / I |
| <u>Unknown</u> | Workflow | Page one of the dep KPSA Group election form with missing ALPHA from the Medicare Claim Number. < > | 06/18/2014 | T. Lepisto / I |
| <u>Health Enrollment (+)</u> | Workflow CRM | Health Deduction Team: Called and spoke w/spouse, advised the \$104.90 Medicare overpayment is correct. Advised 3/1/14 warrant mbr was already given a Medicare Reimbursement of \$104.90. But on the 5/1/14 warrant, we did a time time adj and mbr recv \$209.80 instead of \$104.90. Agreed to pay a 1 time deduction on the 8/1/14 warrant to satisfy OP Receivable ID [REDACTED]. Sent request to set up deduction. < > | 06/15/2014 | E. Navarro / I |
| <u>Health Medicare</u> | Participant | The Medicare Administration mailed a letter to notify spouses that are enrolled in the Kaiser Medicare plan with CalPERS, to notify them of their requirement to submit and verify enrollment in the Medicare Advantage plan "Senior Advantage". Did not respond to letter, will be canceled 8/1/2014. NOTE: Do not reinstate health plan unless member show proof of enrollment into Kaiser "Senior Advantage". < > | 06/05/2014 | M. Countryma |
| <u>CSOD - Member (+)</u> | Workflow CRM | Reviewed by CSOD Training Unit - Mbr and forwarded to Health Enrollment Inquiry for further review. | 06/05/2014 | J. Dolar / I |
| <u>Benefit Payments</u> | Participant | Mbr called and gave permission for us to talk to wife, Lee Turner Johnson. Mbr had questions in regards to his medicare reimbursement on his recent warrant. Transferred to IAA. | 05/15/2014 | D. Sanui / I |
| <u>Health Enrollment</u> | Participant | Rec'd copy of sps' Medicaid w/ both Part A/B eff dates. Confirmed w/ mbr that sps hasn't used services. Advised eff date for sps' dep h/cov will be 5/1/14; Part B eff date is 4/1/14, doc rec'd 4/15/14. Advised mbr a confirmation will be sent at Kaiser will send medical cards for sps within 2 weeks. ^ ✓ | 05/12/2014 | J. Reveles / I |

| | | | <u>Date</u> | <u>By</u> |
|---------------------------|-------------|--|-------------|----------------|
| | | by 11/30/2013, participant will be canceled 12/1/2013. NOTE: Once canceled, do not reinstate coverage unless proof of enrollment into Kaiser "Senior Advantage". < > | | |
| <u>Community Property</u> | Participant | Notice of Acknowledgement has been sent to Neutral Atty Jolene M. Pasztor and copy to DMC. | 08/22/2013 | R. Abelia / I |
| <u>Unknown</u> | Workflow | Enrolled member in a Medicare plan eff 9/1/13 | 08/19/2013 | T. Lepisto / I |
| <u>Health Enrollment</u> | Participant | spouse was extremely upset about the dev project & kept saying that the court has ordered calpers in the beginning of the cp case that the spouse be kept on. I tried to explaine that yes, calpers recommends that the spouse stay on but it is not court ordered untill the final judgement is finished. She stated that she had been told by her friends that calpers is court ordered in the beginning of process. She hung up on me while I was explaining for the 3rd time about the dev project & that she may be inadvertently deleted until project is finished. < > | 06/21/2013 | C. Freeman / |
| <u>Health Enrollment</u> | Participant | Per request of spouse, Charlot Bolton (CID: [REDACTED]), provided 2013 COBRA rate (\$621.53) and advised Charlot that with a divorce, FS would be eligible to stay on COBRA for up to 36 months. < > | 06/13/2013 | C. Keil / I |
| <u>Unknown</u> | Workflow | Tax withholding form signed 3/19/2013 - approved. | 04/25/2013 | M. Vong / I |
| <u>Benefit Payments</u> | Participant | Mbr requesting change of beneficiary and tax withholding. | 02/15/2013 | D. Drummond |
| <u>Health Enrollment</u> | Participant | Mbr requesting change of FS to DP. Transferred to IAA | 02/15/2013 | D. Drummond |
| <u>Health Enrollment</u> | Participant | Informed mbr cannot enroll DP until copy of divorce decree is submitted to delete soon to be ex-spouse. Once deleted, advise the member to submit copy of the marriage certificate, spouse's birth certificate and SSN, along with a signed written request to enroll spouse to health/dental plan. < > | 02/15/2013 | G. Saldana / I |
| <u>Unknown</u> | Workflow | address changfe request already been updated | 12/05/2011 | H. Doubikin / |
| <u>Unknown</u> | Workflow | | 11/01/2011 | D. Coieman / |