

1 Name/ Attorney's Name: \_\_\_\_\_

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5 Attorneys for \_\_\_\_\_

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7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF KERN

10 In re the Marriage of:

Case No.: \_\_\_\_\_

11 \_\_\_\_\_, Petitioner,

*Petitioner's Name*

12 and

13 \_\_\_\_\_, Respondent

*Respondent's Name*

STIPULATED DOMESTIC RELATIONS  
ORDER DIVIDING THE PARTIES'  
INTEREST IN THE KERN COUNTY  
EMPLOYEES' RETIREMENT  
ASSOCIATION

15  
16 1. Petitioner and Respondent were married to each other on \_\_\_\_\_, \_\_\_\_\_.

17 They separated on \_\_\_\_\_, \_\_\_\_\_.

18 2. This Court has personal jurisdiction over both Petitioner and Respondent and  
19 jurisdiction over the subject matter of this Order and this dissolution of marriage action.

20 3. Petitioner, Respondent and the Court intend that this Order shall be a Domestic  
21 Relations Order dividing the parties' interest in the Kern County Employees' Retirement  
22 Association (hereinafter "KCERA").

23 4. Petitioner and Respondent have stipulated that the Court shall enter the following  
24 Order:

25 NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

26 1. As used in this Order, the following terms shall apply

27 (a) "Participant" refers to \_\_\_\_\_.

*Member's Name*

28 (b) "Alternate Payee" refers to \_\_\_\_\_.

*Former Spouse's Name*

CASE NO.: \_\_\_\_\_ - STIPULATED DOMESTIC RELATIONS ORDER DIVIDING THE  
PARTIES' INTEREST IN THE KERN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

1 (c) "Plan" refers to the Kern County Employees' Retirement Association, which is a  
2 "governmental plan" as that term is defined in 29 U.S.C. Secs. 1002(32) and 1003(b)(1), and  
3 which is statutorily exempt from all provisions of the Retirement Equity Act of 1984 except that  
4 a "qualified domestic relations order" involving a governmental plan is sufficient under Federal  
5 law if it simply "creates or recognizes the existence of an alternate payee's right to . . . receive  
6 all or a portion of the benefits payable with respect to a participant under the plan." (26 U.S.C.  
7 Secs. 414(p)(1)(A)(i); 414(p)(11).

8 (d) "Plan Administrator" refers to KCERA, 11125 River Run Boulevard,  
9 Bakersfield, California 93311.

10 2. The Alternate Payee is the former spouse of the Participant.

11 3. This Order is entered pursuant to the California Family Code, Section 2610.

12 4. This Order hereby creates and recognizes as to the described Plan, the existence of a  
13 right given to the Alternate Payee to receive money from said Plan.

14 5. All service retirement benefits payable to \_\_\_\_\_ by  
15 *Participant's Name*  
Plan Administrator, including any cost-of-living increases, will be divided pursuant to the  
16 formula approved by the Court of Appeal in Marriage of Judd (1977), 68 Cal.App.3d 515, 522  
17 between \_\_\_\_\_ and \_\_\_\_\_.

18 *Participant's Name* *Alternate Payee's Name*  
For purposes of calculating each party's share of such service retirement benefits, Participant and  
19 Alternate Payee were married on \_\_\_\_\_ and separated on \_\_\_\_\_.

20 Plan Administrator will make direct payment to Participant and Alternate Payee of each party's  
21 share of said pension, by separate check or warrant payable to Participant and Alternate Payee  
22 respectively. As a condition of receiving such payment, Participant and Alternate Payee shall  
23 each keep Plan Administrator informed of their current mailing addresses, and shall supply Plan  
24 Administrator with their social security numbers and such other information as may be  
25 reasonably required by Plan Administrator in order to effect direct payment. The current mailing  
26 address of Plan Administrator is 11125 River Run Boulevard, Bakersfield, California 93311.

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1           6. Payments to the Alternate Payee shall be available on application of the Alternate  
2 Payee to the Plan Administrator on the same basis and at the same times as such benefits are  
3 actually paid to Participant in accordance with In re Marriage of Jensen (1991) 235 Cal.App.3d  
4 1137.

5           7. If the Alternate Payee dies before payments commence pursuant to this order, any and  
6 all payments, which would have been made to the Alternate Payee pursuant to this order, had  
7 (s)he lived, will be paid instead to his/her designated beneficiary(ies) in accordance with  
8 California Government Code Section 31458.4 and In re Marriage of Powers (1990), 218 CA 3d  
9 626.

10           8. If the Participant dies before payments commence pursuant to this order, the Alternate  
11 Payee shall not be treated as a surviving spouse, but will be entitled to receive an equal share of  
12 any survivor's benefits which the plan may become obligated to pay as a result of Participant's  
13 death, in accordance with In re Marriage of Carnall (1989) 216 CA 3d 1010.

14           9. The Alternate Payee shall include retirement benefits received by him/her pursuant to  
15 this order as and when received by him/her in his/her gross income and the Participant need not  
16 do so.

17           10. This order is intended to be a Domestic Relations Order dividing the parties' interest  
18 in the Plan and shall be administered and interpreted in conformity with provisions of general  
19 principles of California Community Property Law, and is intended to be a Domestic Relations  
20 Order in terms of the Retirement Equity Act of 1984 to the extent the Act is applicable to the  
21 Plan.

22           11. Nothing contained in this Order shall be construed to require the Plan or the Plan  
23 Administrator:

24           (a) To provide to the Alternate Payee any type or form of benefit or any option not  
25 otherwise available to the Participant under the Plan;

26           (b) To provide to the Alternate Payee increased benefits (determined on the basis of  
27 actuarial value) not available to the Participant; or

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1 (c) To pay any benefits to the Alternate Payee which are required to be paid to  
2 another Alternate Payee under another order determined by the Plan Administrator to be a valid  
3 Domestic Relations Order as determined by the Plan Administrator.

4 12. In the event the Plan inadvertently or otherwise pays to Participant or Alternate  
5 Payee any benefits that are assigned to the other pursuant to the terms of this Order, the party in  
6 receipt of such payments shall immediately reimburse the Plan to the extent he or she has  
7 received such improper benefit payments. However, such event shall not relieve the Plan of its  
8 responsibility to pay Participant or Alternate Payee the benefits due them. The Plan shall be  
9 entitled to offset future benefits payments to a party in the event that such party fails to return  
10 any such overpayment.

11  
12 SIGNED:

13 \_\_\_\_\_  
14 Petitioner

\_\_\_\_\_ Date

15 \_\_\_\_\_  
16 Respondent

\_\_\_\_\_ Date

17  
18 APPROVED AS TO FORM AND CONTENT:

19 \_\_\_\_\_  
20 Attorney for Petitioner

\_\_\_\_\_ Date

21 \_\_\_\_\_  
22 Attorney for Respondent

\_\_\_\_\_ Date

23  
24 IT IS SO ORDERED:

25  
26 DATED: \_\_\_\_\_

\_\_\_\_\_  
27 Judge of the Superior Court