



San Bernardino County Employees'  
Retirement Association

San Bernardino County Employees'  
Retirement Association

# DISSOLUTION OF MARRIAGE GUIDELINES

348 W. Hospitality Lane, Suite 100, San Bernardino, CA 92408 / 1.877.722.3721 / 909.885.7980 / [www.sbcera.org](http://www.sbcera.org)

# Dissolution of Marriage Guidelines

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## DISSOLUTION OF MARRIAGE GUIDELINES

**READ ALL OF THE FOLLOWING INSTRUCTIONS. NON-CONFORMING DROs WILL BE REJECTED CAUSING DELAY AND POSSIBLE ADDITIONAL COSTS.**

### **Vital Information**

Please refer to the [SBCERA Member Guide](#) - San Bernardino County Employees' Retirement Association's (SBCERA) Summary Plan Description. It describes SBCERA's benefit programs and includes instructions on how to estimate your SBCERA retirement benefit.

Once you have reviewed the information in SBCERA Member Guide, SBCERA staff will be happy to answer any questions you may have. We suggest that you contact SBCERA for assistance early in the process. Our staff can provide you with information regarding your retirement benefits.

### **Joinder is Mandatory**

SBCERA must be joined as a party to the proceedings for SBCERA to comply with a Domestic Relations Order (DRO). California Judicial Council forms for joining employee benefit plans are available on the California Courts website at [www.courts.ca.gov](http://www.courts.ca.gov).

### **Limitations and Instructions**

A court cannot accept a DRO that requires SBCERA to pay benefits with a total value that would exceed the value the Member would have received if the DRO had not been issued.

**SBCERA's counsel must review the proposed DRO before its submission to the court. If the DRO is submitted to the court without review and approval by SBCERA, SBCERA will move to set aside a DRO that does not meet SBCERA's guidelines.**

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

SBCERA does **not** administer the San Bernardino County's 457 Deferred Compensation Plan or 401(k) plan. Contact the County Employee Benefits and Services Division Office for Deferred Compensation or 401(k) information.

SBCERA is **not** subject to the provisions of Article 8.4 of the County Employees' Retirement Law of 1937 (CERL) (which begins at Section 31685 of the California Government Code). Article 8.4, which provides for the division of the community property interests, has **not** been adopted in San Bernardino County.

**The SBCERA model DROs contain retirement options that are available under the CERL. You and your attorney must decide which options are appropriate for your situation. Other options must be removed from the DRO. If the DRO is unclear because options have not been removed, the DRO will be rejected.**

The model DROs contain instructions. The instructions are set apart in **red bold** lettering. The instructions must be removed from the DRO. If the instructions are not removed, the DRO will be rejected.

### **Authority**

These Dissolution of Marriage Guidelines (Guidelines) provide information regarding the division of the community property interest of SBCERA member benefits in accordance with a court order setting forth the terms and conditions of the dissolution of marriage or domestic partnership issued pursuant to the Family Code and applicable case law.

### **Subpoenas**

In accordance with Government Code section 31532, SBCERA will **not** produce subpoenaed records directly to a party or attorney unless the member provides written authorization stating SBCERA is authorized to release the records directly to the requesting party. The recipient of the records must be identified in the authorization. For subpoenas that are not accompanied by written authorization, SBCERA will lodge the records with the court, and the parties will be responsible for obtaining an order to release the records. SBCERA will also release records directly to the requesting party when the subpoena is signed by a judge of a court of competent jurisdiction.

### **Guidelines are Not Mandatory**

Members and Nonmembers are not required to use the model DROs in these Guidelines. These Guidelines are intended to provide the parties with reasonable flexibility, while facilitating the drafting of DROs that can be uniformly implemented by the SBCERA Administrator. While the model orders are not

required, use of the pre-approved language in the model orders will facilitate approval.

### **Out-of-State Judgment or Domestic Relations Order**

SBCERA is unable to administer out-of-state judgments or DROs unless such judgment or DRO is domesticated in California. Once the dissolution judgment is registered in California, SBCERA must be joined to the court proceeding in California. After SBCERA is joined, you will need to provide SBCERA with a copy of the out-of-state judgment and the court order registering the out-of-state judgment, as well as a proposed copy of the DRO. If the proposed DRO is approved, you may file the DRO in the court proceeding in California and serve SBCERA with a signed copy of the DRO.

### **Contact Information:**

For additional information, please contact a Retirement Representative at:

San Bernardino County Employees' Retirement Association  
348 W. Hospitality Lane, Suite 100  
San Bernardino, CA 92408  
Telephone: (909) 885-7980 or toll free at (877) 722-3721  
WEBPAGE: [www.sbcera.org](http://www.sbcera.org)

SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

MODEL DOMESTIC RELATIONS **ORDER A**

Applicable to a Dissolution of Marriage  
for an Active or Deferred Member **Prior** to Retirement

**This Model Domestic Relations Order is designed for use by active and deferred members of SBCERA. Retired members should review other model orders contained in these Guidelines.**

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

The SBCERA Model Domestic Relations Order A is a model. It may not be appropriate for all circumstances. Parties are advised to consult an attorney to determine the content required for the parties' specific needs.

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

The San Bernardino County Employees' Retirement Association, its agents and consultants are not authorized to give legal advice and, therefore, make no representation as to the sufficiency of the model orders under applicable federal or state law or as to legal consequences.

[Name of Counsel]  
[Address of Counsel]  
[City, State]  
[Phone Number]  
ATTORNEY FOR [Petitioner/Respondent]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

In Re the Marriage of

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

Petitioner: \_\_\_\_\_

**DOMESTIC RELATIONS  
ORDER**

and

Respondent: \_\_\_\_\_

\_\_\_\_\_  
Claimant: San Bernardino County  
Employees' Retirement  
Association (SBCERA)

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

**RECITALS**

1. Petitioner and Respondent were married to each other on \_\_\_\_\_. They separated on \_\_\_\_\_, and this Court entered a judgment of dissolution in the action on \_\_\_\_\_.
2. This Court has personal jurisdiction over both Petitioner and Respondent and jurisdiction over the subject matter of this Order and the dissolution of marriage action.
3. SBCERA was properly joined as a party to the Petitioner and Respondent's dissolution of marriage action pursuant to sections 2060 through 2065 of the Family Code.

## **IDENTIFICATION OF PARTIES AND STATISTICAL INFORMATION**

1. Member's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Member," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Member's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

2. Nonmember's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Nonmember," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Nonmember's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

## **STIPULATION**

This Order is acceptable under the County Employees Retirement Law of 1937 (CERL), which is set forth at section 31450 et seq. of the Government Code. SBCERA is a "governmental plan" as defined by 29 U.S.C. section 1002(32) and is therefore statutorily exempt from the provisions of Employee Retirement Income Security Act (ERISA) 29 U.S.C. section 1001, et seq., as amended by the Retirement Equity Act of 1984 (REA) which govern "Qualified Domestic Relations Orders ("QDRO's"). See 29 U.S.C. section 1003(b)(1). Therefore, any order directed to SBCERA should not be referred to as a "Qualified Domestic Relations Order," nor should it require SBCERA to comply with any provisions of ERISA or REA, or any other provisions of law generally applicable to Qualified Domestic Relations Orders.

1. Authority: This Order is entered pursuant to the Family Code.
2. Party Interests: Member and Nonmember have acquired a community interest in the Member's monthly retirement benefits and death benefits attributable to periods of service in SBCERA from the Date of Marriage up to the Date of Separation.



3. Benefit Allocation: Pursuant to section 2610 of the Family Code, the Court allocates and awards to the Nonmember 50% of the monthly benefits and death benefits attributable to the Member's service in SBCERA during the period from the Date of Marriage up to the Date of Separation as the Nonmember's sole and separate property. All monthly benefits and death benefits attributable to the Member's service in SBCERA which are not awarded to Nonmember pursuant to this Order shall be the Member's sole and separate property.

4. Calculation of Nonmember's Interest: SBCERA is ordered to pay directly to Nonmember, upon the retirement of Member, and throughout the time Member is receiving a monthly retirement benefit from SBCERA as follows:

Member's Unmodified Gross Monthly Benefit	X	$\frac{\text{Number of months service credit earned or purchased during community ([date of marriage] to [date of separation])}}{\text{Total number of months service credit earned or purchased by Member at retirement (excluding service credited for unused sick time or retirement incentive)}}$	X 50%	-	Monthly adjustment for Retirement Option] election (if applicable)	=	Nonmember's monthly benefit
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**[The time rule formula may be adjusted based on the required selection of a retirement option and whether the member or nonmember bears the cost of such retirement option.]**

5. Commencement of Benefits to the Nonmember: Payments to Nonmember shall be made at the same time that such benefits are actually paid to Member in accordance with *In re Marriage of Jensen* (1991) 235 Cal.App.3d 1137. SBCERA will make direct payment of each party's share of said retirement benefit, by separate check, warrant, or electronic fund transfer. Should Member receive a disability retirement benefit, Nonmember shall be entitled to a portion of Member's disability retirement equal to the amount Nonmember would have received had Member service retired pursuant to Paragraph 4 above. Payment to Nonmember shall commence upon the latter of (1) the date Member would have reached earliest retirement date under the Plan which the court finds would be \_\_\_\_\_, or (2) the date of Member's actual retirement for service.

6. Death of Nonmember: If Nonmember dies before Member, any retirement benefits that would have been paid by SBCERA to Nonmember, if Nonmember were still alive, will be paid instead to Nonmember's estate or designated beneficiary, pursuant to *In re Marriage of Powers* (1990) 218 Cal.App.3d 626. Nonmember may designate a beneficiary to receive such benefits, pursuant to Government Code section 31458.4.

7. Death of Member Before Retirement: From the date of this Order, and until the time Member retires, Member shall designate Nonmember as Member's

beneficiary to receive a portion of any lump sum death benefit SBCERA may become obligated to pay if Member dies before retirement. Said beneficiary designation shall allow Nonmember to receive a portion of any such death benefit, equal to Nonmember's percentage interest in Member's retirement benefit as of the date of Member's death, calculated pursuant to the "time rule" formula in section 4 above. Member may designate a co-beneficiary of Member's choosing to receive the remainder of any lump-sum death benefit SBCERA becomes obligated to pay, after subtraction of Nonmember's share. If, at the time of Member's death before retirement, the Member leaves a "surviving spouse" who is eligible to elect, and does elect, a monthly survivor's allowance (continuance) pursuant to the terms of the Plan, Nonmember will be entitled to a pro-rata portion of such survivor's allowance pursuant to *In re Marriage of Carnall* (1989) 216 Cal.App.3d 1010. If Member dies and does not leave a surviving spouse but leaves one or more surviving minor children who are eligible to elect, and do elect, a monthly survivor's allowance under the terms and conditions of the Plan, Nonmember will be entitled to a pro-rata portion of such survivor's allowance until such children are no longer eligible for a monthly survivor's allowance. If any lump sum benefit is paid to a surviving spouse or surviving minor children pursuant to the terms and conditions of the Plan, Nonmember's share shall be calculated pursuant to the formula in paragraph 4 above.

**[THE FOLLOWING PARAGRAPH PROVIDES SEVERAL OPTIONAL RETIREMENT ELECTIONS AVAILABLE UNDER THE CERL. CAREFULLY READ THE AVAILABLE OPTIONS. THE OPTIONS YOU DO NOT CHOOSE MUST BE REMOVED FROM THE DRO]**

8. Death of Member After Retirement/Retirement Option Selection: At the time of Member's Retirement, Member shall elect a benefit election based upon Member's marital status at retirement as follows:

**[IF THE BENEFIT ELECTION IS BASED ON MARITAL STATUS AT THE TIME OF RETIREMENT, YOU MUST INCLUDE INSTRUCTIONS FOR A MEMBER MARRIED AT THE TIME OF RETIREMENT AND A MEMBER NOT MARRIED AT THE TIME OF RETIREMENT. IF THE BENEFIT ELECTION IS NOT BASED ON MARITAL STATUS AT THE TIME OF RETIREMENT ONLY ONE ELECTION MAY BE IN THE DRO. ALL OTHER POSSIBLE ELECTIONS MUST BE REMOVED.]**

If the Member is married to a qualifying spouse at member's date of retirement, Member shall elect the "Unmodified Option" under the Plan, and name such qualifying spouse as beneficiary for the surviving spouse continuance under such option. It is the intention of the parties that Nonmember shall receive Nonmember's community property interest, if any, in any surviving spouse continuance, pursuant to the calculation described above in section 4 above, which may be payable to Member's surviving spouse pursuant to *In re Marriage of Carnall* (1989) 216 Cal.App.3d 1010, and any future qualified spouse who may qualify after Member's retirement.

**[ONLY ONE ALTERNATIVE MAY BE CHOSEN. ALL OTHER ALTERNATIVES MUST BE DELETED FROM THE DRO.]**

**[ALTERNATIVE NO. 1]** If at the time the Member retires, the Member has no qualifying spouse, Member shall elect “Optional Settlement 2” pursuant to Government Code section 31762 and shall nominate Nonmember as sole beneficiary. Pursuant to this option, if Member predeceases Nonmember, Nonmember will receive, for the remainder of Nonmember’s lifetime, a continuance allowance equal to 100% of the total retirement benefit. Under this optional settlement, the right of Nonmember to receive a continuance allowance, after the death of Member, exists only for the lifetime of the Nonmember, and after the death of Nonmember, no further payment will be made to the estate or beneficiary of Nonmember. If Nonmember dies before the Member retires, Member need not elect an Optional Settlement.

**[ALTERNATIVE NO. 2]** If at the time the Member retires, the Member has no qualifying spouse, Member shall elect “Optional Settlement 3” pursuant to Government Code section 31763 and shall nominate Nonmember as sole beneficiary. Pursuant to this option, if Member predeceases Nonmember, Nonmember will receive, for the remainder of Nonmember’s lifetime, a continuance allowance equal to 50% of the total retirement benefit. Under this optional settlement, the right of Nonmember to receive a continuance allowance, after the death of Member, exists only for the lifetime of the Nonmember, and after the death of Nonmember, no further payment will be made to the estate or beneficiary of Nonmember. If Nonmember dies before the Member retires, Member need not elect an Optional Settlement

**[INSERT OPTION 4 INSTRUCTIONS]**

**[ALTERNATIVE NO. 3]** If at the time the Member retires, the Member has no qualifying spouse, Member shall elect “Optional Settlement 4” pursuant to Government Code section 31764, and shall nominate Nonmember as beneficiary. Under this optional settlement, the right of Nonmember to receive a continuance allowance, after the death of Member, exists only for the lifetime of the Nonmember, and after the death of Nonmember, no further payment will be made to the estate or beneficiary of Nonmember. If Nonmember dies before the Member retires, Member need not elect an Optional Settlement.

**[THE DRO MUST PROVIDE CLEAR INSTRUCTIONS FOR ALLOCATING THE COST OF THE OPTIONAL SETTLEMENT 4 ELECTION. PLEASE SELECT ONE OF THE FOLLOWING COST ALLOCATION:]**

**[(OPTIONAL LANGUAGE 3A – MEMBER BEARS “COST” OF OPTIONAL SETTLEMENT 4)]**

Pursuant to this Option, Member’s unmodified retirement allowance is reduced during Member’s lifetime, and if Member predeceases Nonmember, Nonmember will receive, for the remainder of Nonmember’s lifetime, a continuance of the

retirement allowance equal to the amount Nonmember received at the time of Member's death.

**[(OPTIONAL LANGUAGE 3B – NONMEMBER BEARS “COST” OF OPTIONAL SETTLEMENT 4)]**

Pursuant to this Option, Member's unmodified retirement allowance will not be reduced, and Nonmember shall bear the cost of this retirement benefit election by a reduction in benefit, which amount Nonmember will receive, for the remainder of Nonmember's lifetime.

9. Designation of Beneficiaries: Member and Nonmember shall be responsible for filing a Designation of Beneficiary form with the SBCERA Administrator.

10. Constructive Trusts: In the event SBCERA inadvertently or otherwise pays to Member or Member's survivor any benefits that are assigned to Nonmember hereunder, Member or Member's survivor shall be deemed a constructive trustee of said amounts. In the event SBCERA inadvertently or otherwise pays to Nonmember or Nonmember's survivor any benefits that are assigned to Member hereunder, Nonmember or Nonmember's survivor shall be deemed a constructive trustee of said amounts.

11. Withdrawal By Member: If Member withdraws Member's accumulated contributions, Nonmember shall be entitled to receive, at the time Member receives Member's accumulated contributions, Nonmember's community property share of the accumulated contributions. To assure that Nonmember receives the full value of benefits guaranteed pursuant to Family Code section 2610, Nonmember must consent in writing should Member seek a refund of contributions and earnings.

12. Signatures: Member and Nonmember shall sign all forms, letters and other documents as required to affect the distribution(s) described herein and the intent of this Order.

13. Cooperation: In the event that SBCERA does not approve the form of this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of Order acceptable to SBCERA.

14. Limitations on Order: Nothing contained in this Order shall be construed to require SBCERA:

- (a) To provide to Nonmember any type or form of benefit or any option not otherwise available to Member under the Plan;
- (b) To provide to Nonmember increased benefits (as determined based on actuarial value) not available to Member;

- (c) To pay any benefits to Nonmember which are required to be paid to another non-member spouse under court order;
- (d) To provide payment to the Nonmember of benefits forfeited by the Member;
- (e) To change the benefit election of the member once the Member has retired.

15. Continuing Jurisdiction: The Court reserves jurisdiction to enforce, revise, modify, or amend this Order, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require SBCERA to provide any form or amount of benefits not otherwise provided by SBCERA. If any portion of this Order is rendered invalid or otherwise unenforceable, the Court reserves jurisdiction to make an appropriate adjustment to effectuate the intent of the parties.

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

San Bernardino County Employees' Retirement Association  
 348 W. Hospitality Lane, Suite 100  
 San Bernardino, CA 92408

17. Intent: Member, Nonmember, the SBCERA Administrator, and the Court intend that this Order meet all requirements of a domestic relations order under the CERL and the Regulations of SBCERA and other laws of the State of California. Any fees, taxes, and/or penalties will be assessed against the parties and not against SBCERA.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Petitioner

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Attorney for Petitioner

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Respondent

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Attorney for Respondent

**ORDER**

The parties having stipulated and good cause appearing, therefore:

IT IS SO ORDERED.

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

\_\_\_\_\_  
JUDGE OF THE SUPERIOR  
COURT

SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

MODEL DOMESTIC RELATIONS **ORDER B**

Applicable to a Dissolution of Marriage  
**After** Member Retired

**This Model Domestic Relations Order is designed for use by retired members who are receiving a service retirement allowance. Active and deferred members and members who are receiving a disability retirement should review other orders contained within these Guidelines.**

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

The SBCERA Model Domestic Relations Order B is a model. It may not be appropriate for all circumstances. Parties are advised to consult an attorney to determine the content required for the parties' specific needs.

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

The San Bernardino County Employees' Retirement Association, its agents and consultants are not authorized to give legal advice and, therefore, make no representation as to the sufficiency of the model orders herein under applicable federal or state law or as to legal consequences.

[Name of Counsel]  
[Address of Counsel]  
[City, State]  
[Phone Number]  
ATTORNEY FOR [Petitioner/Respondent]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

In Re the Marriage of

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

Petitioner: \_\_\_\_\_

**DOMESTIC RELATIONS  
ORDER**

and

Respondent: \_\_\_\_\_

\_\_\_\_\_  
Claimant: San Bernardino County  
Employees' Retirement  
Association (SBCERA)

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

**RECITALS**

1. Petitioner and Respondent were married to each other on \_\_\_\_\_. They separated on \_\_\_\_\_, and this Court entered a judgment of dissolution in the action on \_\_\_\_\_.
2. This Court has personal jurisdiction over both Petitioner and Respondent and jurisdiction over the subject matter of this Order and the dissolution of marriage action.
3. SBCERA was properly joined as a party to the Petitioner and Respondent's dissolution of marriage action pursuant to sections 2060 through 2065 of the Family Code.



## **IDENTIFICATION OF PARTIES AND STATISTICAL INFORMATION**

1. Member's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Member,") for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Member's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

2. Nonmember's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Nonmember," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Nonmember's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

## **STIPULATION**

This Order is acceptable under the County Employees Retirement Law of 1937 (CERL), which is set forth at section 31450 et seq. of the Government Code. SBCERA is a "governmental plan" as defined by 29 U.S.C. section 1002(32), and is, therefore, statutorily exempt from the provisions of Employee Retirement Income Security Act (ERISA) 29 U.S.C. section 1001, et seq., as amended by the Retirement Equity Act of 1984 (REA) which govern "Qualified Domestic Relations Orders ("QDRO's"). See 29 U.S.C. section 1003(b)(1). Therefore, any order directed to SBCERA should not be referred to as a "Qualified Domestic Relations Order," nor should it require SBCERA to comply with any provisions of ERISA or REA, or any other provisions of law generally applicable to Qualified Domestic Relations Orders.

- 1. Authority: This Order is entered pursuant to the Family Code.
- 2. Party Interests: Member and Nonmember have acquired a community interest in the Member's monthly retirement benefits attributable to periods of service in SBCERA from the Date of Marriage up to the Date of Separation.

3. Member Status: Member is currently receiving SBCERA retirement benefits under the [INSERT OPTION] settlement option. If the member selected the unmodified option at retirement, upon dissolution of marriage, Nonmember ceases to qualify for unmodified survivor benefits pursuant to section 31760.2 of the Government Code or for death benefits under Government Code sections 31765, 31765.1, or 31786.

4. Calculation of Nonmember's Interest: SBCERA is ordered to pay directly to Nonmember an interest in any and all of the Member's retirement benefits calculated by the "time rule" *In re Marriage of Brown* (1976) 15 Cal.3d 838, and *In re Marriage of Judd* (1977) 68 Cal.App.3d 515, as follows:

Member's Unmodified Gross Monthly Benefit	X	$\frac{\text{Number of months service credit earned or purchased during community ([date of marriage] to [date of separation])}}{\text{Total number of months service credit earned or purchased by Member at retirement (excluding service credited for unused sick time or retirement incentive)}}$	X 50%	=	Nonmember's monthly benefit
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Nonmember's community property share of Member's retirement benefits shall terminate upon the death of Member unless Member is married to an eligible spouse at the time of Member's death, and SBCERA pays the eligible spouse a continuation allowance pursuant to Government Code section 31760.2. In such event, SBCERA will pay the Nonmember's community portion of the continuation allowance to Nonmember according to formula above.

5. Commencement of Benefits to the Nonmember: Withholding of the Nonmember's share shall commence after SBCERA's final approval of a conformed copy of this order. Payments to the Nonmember shall commence as soon as administratively possible after Nonmember returns all required forms to SBCERA.

6. Death of Nonmember: If Nonmember dies before Member, any retirement benefits which would have been paid by SBCERA to Nonmember, if Nonmember were still alive, will be paid instead to Nonmember's estate, pursuant to *In re Marriage of Powers* (1990) 218 Cal.App.3d 626. Nonmember may designate a beneficiary to receive such benefits, pursuant to Government Code section 31458.4.

7. Death of Member: If any return of accumulated contributions becomes payable as the result of the death of Member, the Nonmember is entitled to the Nonmember's community property share of the accumulated contributions as calculated in section 4 above. Member is hereby ordered to name Nonmember as beneficiary for the community property share of the accumulated contributions.

8. Designation of Beneficiaries: Member and Nonmember shall be responsible for filing a Designation of Beneficiary form with the SBCERA Administrator.

9. Constructive Trusts: In the event SBCERA inadvertently or otherwise pays to Member or Member's survivor any benefits that are assigned to Nonmember hereunder, Member or Member's survivor shall be deemed a constructive trustee of said amounts. In the event SBCERA inadvertently or otherwise pays to Nonmember or Nonmember's survivor any benefits that are assigned to Member hereunder, Nonmember or Nonmember's survivor shall be deemed a constructive trustee of said amounts.

10. Signatures: Member and Nonmember shall sign all forms, letters and other documents as required to affect the distribution(s) described herein and the intent of this Order.

11. Cooperation: In the event that SBCERA does not approve the form of this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of Order acceptable to SBCERA.

12. Limitations on Order: Nothing contained in this Order shall be construed to require SBCERA:

- (a) To provide to Nonmember any type or form of benefit or any option not otherwise available to Member under the Plan;
- (b) To provide to Nonmember increased benefits (as determined based on actuarial value) not available to Member;
- (c) To pay any benefits to Nonmember which are required to be paid to another non-member spouse under court order;
- (d) To provide payment to the Nonmember of benefits forfeited by the Member;
- (e) To change the benefit election of the member once the Member has retired.

13. Continuing Jurisdiction: The Court reserves jurisdiction to enforce, revise, modify or amend this Order, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require SBCERA to provide any form or amount of benefits not otherwise provided by SBCERA. If any portion of this Order is rendered invalid or otherwise unenforceable, the Court reserves jurisdiction to make an appropriate adjustment to effectuate the intent of the parties.

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

San Bernardino County Employees' Retirement Association  
348 W. Hospitality Lane, Suite 100

San Bernardino, CA 92408

15. Intent: Member, Nonmember, the SBCERA Administrator, and the Court intend that this Order meet all requirements of a domestic relations order under the CERL and the Regulations of SBCERA and other laws of the State of California. Any fees, taxes, and/or penalties will be assessed against the parties and not against SBCERA.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
[Name]  
Petitioner

Dated: \_\_\_\_\_  
\_\_\_\_\_  
[Name]  
Attorney for Petitioner

Dated: \_\_\_\_\_  
\_\_\_\_\_  
[Name]  
Respondent

Dated: \_\_\_\_\_  
\_\_\_\_\_  
[Name]  
Attorney for Respondent

**ORDER**

The parties having stipulated and good cause appearing, therefore:

IT IS SO ORDERED.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR  
COURT

SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

MODEL DOMESTIC RELATIONS **ORDER C**

Applicable to a Dissolution of Marriage  
**Disability** Retirement - **Eligible** for **Service** Retirement

**This Model Domestic Relations Order is designed for use by SBCERA members who are receiving a disability retirement and who were eligible to receive a service retirement at the time they were granted a disability retirement. Active and deferred members and members who are receiving a service retirement should review other model orders contained in these Guidelines.**

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

The SBCERA Model Domestic Relations Order C is a model. It may not be appropriate for all circumstances. Parties are advised to consult an attorney to determine the content required for the parties' specific needs.

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

The San Bernardino County Employees' Retirement Association, its agents and consultants are not authorized to give legal advice and, therefore, make no representation as to the sufficiency of the model orders herein under applicable federal or state law or as to legal consequences.

[Name of Counsel]  
[Address of Counsel]  
[City, State]  
[Phone Number]  
ATTORNEY FOR [Petitioner/Respondent]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

In Re the Marriage of

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

Petitioner: \_\_\_\_\_

**DOMESTIC RELATIONS**  
**ORDER**

and

Respondent: \_\_\_\_\_

\_\_\_\_\_  
Claimant: San Bernardino County  
Employees' Retirement  
Association (SBCERA)

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

**RECITALS**

1. Petitioner and Respondent were married to each other on \_\_\_\_\_. They separated on \_\_\_\_\_, and this Court entered a judgment of dissolution in the action on \_\_\_\_\_.
2. This Court has personal jurisdiction over both Petitioner and Respondent and jurisdiction over the subject matter of this Order and the dissolution of marriage action.
3. SBCERA was properly joined as a party to the Petitioner and Respondent's dissolution of marriage action pursuant to sections 2060 through 2065 of the Family Code.

## **IDENTIFICATION OF PARTIES AND STATISTICAL INFORMATION**

1. Member's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Member," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Member's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

2. Nonmember's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Nonmember," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Nonmember's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

## **STIPULATION**

This Order is acceptable under the County Employees Retirement Law of 1937 (CERL), which is set forth at section 31450 et seq., of the Government Code. SBCERA is a "governmental plan" as defined by 29 U.S.C. section 1002(32), and is therefore statutorily exempt from the provisions of Employee Retirement Income Security Act (ERISA) 29 U.S.C. section 1001, et seq., as amended by the Retirement Equity Act of 1984 (REA) which govern "Qualified Domestic Relations Orders ("QDRO's"). See 29 U.S.C. section 1003(b)(1). Therefore, any order directed to SBCERA should not be referred to as a "Qualified Domestic Relations Order," nor should it require SBCERA to comply with any provisions of ERISA or REA, or any other provisions of law applicable to Qualified Domestic Relations Orders generally.

- 1. Authority: This Order is entered pursuant to the Family Code.
- 2. Party Interests: Member and Nonmember have acquired a community interest in the Member's monthly retirement benefits attributable to periods of service in SBCERA from the Date of Marriage up to the Date of Separation.

3. Member Status: Member is currently receiving SBCERA disability retirement benefits, under the settlement option set forth in Government Code section 31760.2. Upon dissolution of marriage, Nonmember ceases to qualify for unmodified survivor benefits pursuant to section 31760.2 of the Government Code or for death benefits under Government Code sections 31765, 31765.1, or 31786.

4. Member's Disability Benefits: Member is currently receiving SBCERA disability retirement benefits and is also eligible to receive service retirement benefits. Pursuant to *In re Marriage of Higinbotham* (1988) 203 Cal.App.3d 322, the disability benefits are a community property asset, except for that portion which is attributable to service before marriage or after separation and that portion, which by virtue of its disability status, exceeds the amount of the longevity benefit.

5. Calculation of Nonmember's Interest: SBCERA is ordered to pay directly to Nonmember an interest in the community property portion of Member's disability retirement benefits calculated by the "time rule" *In re Marriage of Brown* (1976) 15 Cal.3d 838, and *In re Marriage of Judd* (1977) 68 Cal.App.3d 515, as follows:

Member's Unmodified Service Retirement Benefit*	X	$\frac{\text{Number of months service credit earned or purchased during community ([date of marriage] to [date of separation])}}{\text{Total number of months service credit earned or purchased by Member at retirement (excluding service credited for unused sick time, retirement incentive, or attributable solely to disability)}}$	X 50%	=	Nonmember's monthly benefit
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**[\*The Member's disability retirement benefit may be greater than the Service Retirement Benefit if the Member's Service Retirement Benefit is less than 50% of the Member's final average compensation. The Nonmember's share will be calculated using the Service Retirement Benefit as calculated by SBCERA using the Member's dates of service, age, and retirement formula.]**

Nonmember's community property share of Member's retirement benefits shall terminate upon the death of Member unless Member is married to an eligible spouse at the time of Member's death and SBCERA pays the eligible spouse a continuation allowance. In such event, SBCERA will pay the Nonmember's community portion of the continuation allowance to Nonmember according to formula above.

5. Commencement of Benefits to the Nonmember: Member is receiving a disability retirement benefit and is eligible to receive a service retirement. Nonmember shall be entitled to a portion of Member's disability retirement equal to the amount Member would have received as a service retirement, subject to division under Paragraph 4 above. Payments to Nonmember shall be made at



the same time that such benefits are actually paid to Member in accordance with *In re Marriage of Jensen* (1991) 235 Cal.App.3d 1137. SBCERA will make direct payment of each party's share of said retirement benefit, by separate check, warrant, or electronic fund transfer, to Member and Nonmember, respectively.

6. Death of Nonmember: If Nonmember dies before Member, any retirement benefits which would have been paid by SBCERA to Nonmember, if Nonmember were still alive will be paid instead to Nonmember's estate, pursuant to *In re Marriage of Powers* (1990) 218 Cal.App.3d 626. Nonmember may designate a beneficiary to receive such benefits, pursuant to Government Code section 31458.4.

7. Death of Member After Retirement: If any return of accumulated contributions becomes payable as the result of the death of Member, the Nonmember is entitled to the Nonmember's community property share of the accumulated contributions as calculated in paragraph 4 above. Member is hereby ordered to name Nonmember as beneficiary for the community property share of the accumulated contributions.

8. Designation of Beneficiaries: Member and Nonmember shall be responsible for filing a Designation of Beneficiary form with the SBCERA Administrator.

9. Constructive Trusts: In the event SBCERA inadvertently or otherwise pays to Member or Member's survivor any benefits that are assigned to Nonmember hereunder, Member or Member's survivor shall be deemed a constructive trustee of said amounts. In the event SBCERA inadvertently or otherwise pays to Nonmember or Nonmember's survivor any benefits that are assigned to Member hereunder, Nonmember or Nonmember's survivor shall be deemed a constructive trustee of said amounts.

10. Signatures: Member and Nonmember shall sign all forms, letters and other documents as required to affect the distribution(s) described herein and the intent of this Order.

11. Cooperation: In the event that SBCERA does not approve the form of this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of Order acceptable to SBCERA.

12. Limitations on Order: Nothing contained in this Order shall be construed to require SBCERA:

- (a) To provide to Nonmember any type or form of benefit or any option not otherwise available to Member under the Plan;
- (b) To provide to Nonmember increased benefits (as determined based on actuarial value) not available to Member;
- (c) To pay any benefits to Nonmember which are required to be paid to another non-member spouse under court order;

- (d) To provide payment to the Nonmember of benefits forfeited by the Member;
- (e) To change the benefit election of the member once the Member has retired.

13. Continuing Jurisdiction: The Court reserves jurisdiction to enforce, revise, modify or amend this Order, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require SBCERA to provide any form or amount of benefits not otherwise provided by SBCERA. If any portion of this Order is rendered invalid or otherwise unenforceable, the Court reserves jurisdiction to make an appropriate adjustment to effectuate the intent of the parties.

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

San Bernardino County Employees' Retirement Association  
 348 W. Hospitality Lane, Suite 100  
 San Bernardino, CA 92408

15. Intent: Member, Nonmember, the SBCERA Administrator, and the Court intend that this Order meet all requirements of a domestic relations order under the CERL and the Regulations of SBCERA and other laws of the State of California. Any fees, taxes, and/or penalties will be assessed against the parties and not against SBCERA.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Petitioner

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Attorney for Petitioner

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Respondent

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [Name]  
 Attorney for Respondent

**ORDER**

The parties having stipulated and good cause appearing therefore.

IT IS SO ORDERED.

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

\_\_\_\_\_  
JUDGE OF THE SUPERIOR  
COURT

SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

MODEL DOMESTIC RELATIONS **ORDER D**

Applicable to a Dissolution of Marriage  
**Disability** Retirement - **Not** Eligible for Service Retirement

**This Model Domestic Relations Order is designed for use by SBCERA members who are receiving a disability retirement but were not eligible to receive a service retirement at the time they were granted a disability retirement. Active and deferred members and members who are receiving a service retirement should review other model orders contained in these Guidelines.**

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

The SBCERA Model Domestic Relations Order D is a model. It may not be appropriate for all circumstances. Parties are advised to consult an attorney to determine the content required for the parties' specific needs.

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

The San Bernardino County Employees' Retirement Association, its agents and consultants are not authorized to give legal advice and, therefore, make no representation as to the sufficiency of the model orders herein under applicable federal or state law or as to legal consequences.

[Name of Counsel]  
[Address of Counsel]  
[City, State]  
[Phone Number]  
ATTORNEY FOR [Petitioner/Respondent]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

In Re the Marriage of

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

Petitioner: \_\_\_\_\_

**DOMESTIC RELATIONS  
ORDER**

and

Respondent: \_\_\_\_\_  
\_\_\_\_\_

Claimant: San Bernardino County  
Employees' Retirement  
Association (SBCERA)

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

**RECITALS**

1. Petitioner and Respondent were married to each other on \_\_\_\_\_.  
They separated on \_\_\_\_\_, and this Court entered a judgment of  
dissolution in the action on \_\_\_\_\_.

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

3. SBCERA was properly joined as a party to the Petitioner and  
Respondent's dissolution of marriage action pursuant to sections 2060 through  
2065 of the Family Code.

## **IDENTIFICATION OF PARTIES AND STATISTICAL INFORMATION**

1. Member's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Member," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Member's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

2. Nonmember's Name: **[INSERT NAME]**, **[Respondent or Petitioner]**, hereinafter referred to as "Nonmember," for purposes of making any benefit payments provided by the terms of this Order or providing any notice required by the terms of this Order, Nonmember's current mailing address, telephone number, Social Security number and date of birth are as follows:

- a. DATE OF BIRTH: Provided Under Separate Cover.
- b. SOCIAL SECURITY NUMBER: Provided Under Separate Cover.
- c. ADDRESS:
- d. PHONE: Provided Under Separate Cover.

## **STIPULATION**

This Order is acceptable under the County Employees Retirement Law of 1937 (CERL), which is set forth at section 31450 et seq., of the Government Code. SBCERA is a "governmental plan" as defined by 29 U.S.C. section 1002(32), and is therefore statutorily exempt from the provisions of Employee Retirement Income Security Act (ERISA) 29 U.S.C. section 1001, et seq., as amended by the Retirement Equity Act of 1984 (REA) which govern "Qualified Domestic Relations Orders ("QDRO's"). See 29 U.S.C. section 1003(b)(1). Therefore, any order directed to SBCERA should not be referred to as a "Qualified Domestic Relations Order," nor should it require SBCERA to comply with any provisions of ERISA or REA, or any other provisions of law applicable to Qualified Domestic Relations Orders generally.

- 1. Authority: This Order is entered pursuant to the Family Code.
- 2. Party Interests: Member and Nonmember have acquired a community interest in the Member's monthly retirement benefits and death benefits

attributable to periods of service in SBCERA from the Date of Marriage up to the Date of Separation.

3. Member Status: Member is currently receiving SBCERA disability retirement benefits, under the settlement option set forth in Government Code section 31760.2. Upon dissolution of marriage, Nonmember ceases to qualify for unmodified survivor benefits pursuant to section 31760.2 of the Government Code or for death benefits under Government Code sections 31765, 31765.1, or 31786.

4. Calculation of Nonmember's Interest: Member is currently receiving SBCERA disability retirement benefits, but Member is not yet eligible to receive service retirement benefits. Pursuant to *In re Marriage of Higinbotham* (1988) 203 Cal.App.3d 322, when Member is eligible to receive service retirement benefits, the disability benefits become a community property asset, except for that portion which is attributable to service before marriage and that portion, which by virtue of its disability status exceeds the amount of the service retirement benefit. SBCERA is ordered, when Member is eligible to for service retirement benefits, to pay directly to Nonmember an interest in the community property portion of Member's disability retirement benefits calculated by the "time rule" *In re Marriage of Brown* (1976) 15 Cal.3d 838, and *In re Marriage of Judd* (1977) 68 Cal.App.3d 515, as follows:

Member's Unmodified Service Retirement Benefit*	X	$\frac{\text{Number of months service credit earned or purchased during community ([date of marriage] to [date of separation])}}{\text{Total number of months service credit earned or purchased by Member at retirement (excluding service credited for unused sick time, retirement incentive, or attributable solely to disability)}}$	X 50%	=	Nonmember's monthly benefit
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**[\*The Nonmember's share will be calculated using the projected Service Retirement Benefit as calculated by SBCERA using the Member's dates of service, age, and retirement formula.]**

Nonmember's community property share of Member's retirement benefits shall terminate upon the death of Member unless Member is married to an eligible spouse at the time of Member's death and SBCERA pays the eligible spouse a continuation allowance. In such event, SBCERA will pay the Nonmember's community portion of the continuation allowance to Nonmember according to formula above.

5. Commencement of Benefits to the Nonmember: Payments to Nonmember shall be made at the same time that such benefits are actually paid to Member in accordance with *In re Marriage of Jensen* (1991) 235 Cal.App.3d 1137. SBCERA will make direct payment of each party's share of said retirement benefit, by separate check, warrant, or electronic fund transfer, to Member and Nonmember, respectively. Member is receiving a disability retirement benefit and is not yet eligible to receive a service retirement. Nonmember shall be

entitled to a portion of Member's disability retirement equal to the amount Member would have received as a service retirement, subject to division under Paragraph 4 above. Payment to Nonmember shall commence upon the date Member would have reached earliest retirement date under the Plan which the court finds would be \_\_\_\_\_.

6. Death of Nonmember: If Nonmember dies before Member, any retirement benefits which would have been paid by SBCERA to Nonmember, if Nonmember were still alive, will be paid instead to Nonmember's estate, pursuant to *In re Marriage of Powers* (1990) 218 Cal.App.3d 626. Nonmember may designate a beneficiary to receive such benefits, pursuant to Government Code section 31458.4.

7. Death of Member After Retirement: If any return of accumulated contributions becomes payable as the result of the death of Member, the Nonmember is entitled to the Nonmember's community property share of the accumulated contributions as calculated in section 4 above. Member is hereby ordered to name Nonmember as beneficiary for the community property share of the accumulated contributions.

8. Designation of Beneficiaries: Member and Nonmember shall be responsible for filing a Designation of Beneficiary form with the SBCERA Administrator.

9. Constructive Trusts: In the event SBCERA inadvertently or otherwise pays to Member or Member's survivor any benefits that are assigned to Nonmember hereunder, Member or Member's survivor shall be deemed a constructive trustee of said amounts. In the event SBCERA inadvertently or otherwise pays to Nonmember or Nonmember's survivor any benefits that are assigned to Member hereunder, Nonmember or Nonmember's survivor shall be deemed a constructive trustee of said amounts.

10. Signatures: Member and Nonmember shall sign all forms, letters and other documents as required to affect the distribution(s) described herein and the intent of this Order.

11. Cooperation: In the event that SBCERA does not approve the form of this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of Order acceptable to SBCERA.

12. Limitations on Order: Nothing contained in this Order shall be construed to require SBCERA:

- (a) To provide to Nonmember any type or form of benefit or any option not otherwise available to Member under the Plan;
- (b) To provide to Nonmember increased benefits (as determined based on actuarial value) not available to Member;



- (c) To pay any benefits to Nonmember which are required to be paid to another non-member spouse under court order;
- (d) To provide payment to the Nonmember of benefits forfeited by the Member;
- (e) To change the benefit election of the member once the Member has retired.

13. Continuing Jurisdiction: The Court reserves jurisdiction to enforce, revise, modify or amend this Order, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require SBCERA to provide any form or amount of benefits not otherwise provided by SBCERA. If any portion of this Order is rendered invalid or otherwise unenforceable, the Court reserves jurisdiction to make and appropriate adjustment to effectuate the intent of the parties.

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

San Bernardino County Employees' Retirement Association  
 348 W. Hospitality Lane, Suite 100  
 San Bernardino, CA 92408

15. Intent: Member, Nonmember, the SBCERA Administrator, and the Court intend that this Order meet all requirements of a domestic relations order under the '37 Act and the Regulations of SBCERA and other laws of the State of California. Any fees, taxes, and/or penalties will be assessed against the parties and not against SBCERA.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_ [Name]  
 \_\_\_\_\_  
 Petitioner

Dated: \_\_\_\_\_ [Name]  
 \_\_\_\_\_  
 Attorney for Petitioner

Dated: \_\_\_\_\_ [Name]  
 \_\_\_\_\_  
 Respondent

Dated: \_\_\_\_\_ [Name]  
 \_\_\_\_\_  
 Attorney for Respondent

**ORDER**

The parties having stipulated and good cause appearing therefore.

IT IS SO ORDERED.

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

\_\_\_\_\_  
JUDGE OF THE SUPERIOR  
COURT