

IMPERIAL COUNTY EMPLOYEES RETIREMENT SYSTEM

MODEL DOMESTIC RELATIONS ORDER B

Applicable to a Dissolution of Marriage or Legal Separation After Service Retirement

**CAUTION: YOU ARE ADVISED TO SEEK COMPETENT LEGAL COUNSEL.**

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

The Imperial County Employees' Retirement System, its agents and consultant 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 their legal consequences.

1 [NAME OF COUNSEL]  
2 [ADDRESS OF COUNSEL  
3 [CITY, STATE]  
4 [PHONE NUMBER]

5 ATTORNEY FOR [PETITIONER/RESPONDENT]

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7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF \_\_\_\_\_

10 In Re the Marriage of )  
11 Petitioner: \_\_\_\_\_ )  
12 )  
13 and )  
14 Respondent: \_\_\_\_\_ )  
15 \_\_\_\_\_ )

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

**MODEL ORDER B**  
POST SERVICE RETIREMENT  
STIPULATED DOMESTIC RELATIONS  
ORDER RE: DIVISION OF  
IMPERIAL COUNTY EMPLOYEES'  
RETIREMENT BENEFITS

16 Petitioner, \_\_\_\_\_ hereinafter [Member or Nonmember], and Respondent,  
17 \_\_\_\_\_ hereinafter [Member or Nonmember], and the Imperial County Employees'  
18 Retirement System ("*ICERS*") hereby stipulate as follows:

19  
20 **RECITALS**

21 1. Member and Nonmember were married to each other on \_\_\_\_\_. They  
22 separated on \_\_\_\_\_, and this Order is intended to be incorporated into and become an  
23 integral part of any judgment dissolution of marriage or judgment of legal separation filed herein, and  
24 shall become effective only upon filing of such judgment.

25 2. This Court has personal jurisdiction over both Member and Nonmember and  
26 jurisdiction over the subject matter of this Order and the dissolution of marriage action.

27 3. *ICERS* was properly joined as a party to the Member and Nonmember's dissolution of  
28 marriage action pursuant to sections 2060 through 2065 of the Family Code.



1           5.     Commencement of Benefits to the Nonmember. The Nonmember shall commence to  
2 receive the Nonmember's community interest as a monthly benefit by separate warrant directly from  
3 *ICERS* as soon as administratively practicable following the receipt of information required in  
4 paragraph 11 and the receipt of a filed endorsed copy of this order. *ICERS* is authorized to make  
5 necessary adjustments to Member's monthly benefit to effectuate the implementation of this Order  
6 retroactive to the date that this Order is signed by the Court, unless otherwise ordered or stipulated to  
7 by the parties.

8           6.     Benefits payable at Member's Death. All monthly payments (Member's benefit and  
9 Nonmember's community interest) shall cease on the death of the Member, unless at the time of  
10 retirement, the Nonmember was designated as a survivor beneficiary under an optional allowance and  
11 in such case, the Nonmember will receive only the optional survivor allowance upon the death of the  
12 Member. Additionally, if the Member designated someone other than the Nonmember under an  
13 optional survivor allowance at the time of retirement, upon the death of the Member, the Nonmember  
14 shall continue to receive Nonmember's community interest until the death of the survivor receiving  
15 the optional allowance. If the Member selected an unmodified allowance at the time of retirement,  
16 upon the Member's death, the Administrator shall pay by separate warrant directly to the beneficiary  
17 designated by the Member the balance of any accumulated retirement contributions and interest  
18 remaining in the Member's account and any other benefits payable at the time of death. The Member  
19 shall be responsible for filing a Designation of Beneficiary form with the Administrator.

20           7.     Benefits payable at Nonmember's Death. The Nonmember shall be responsible for  
21 filing a Designation of Beneficiary form with the Administrator. If benefits are still payable to the  
22 Member at the time of the Nonmember's death, the Administrator shall continue to pay the  
23 Nonmember's monthly benefit by separate warrant directly to the beneficiary designated by the  
24 Nonmember. Such payments shall cease upon the death of the Member. If such beneficiary does not  
25 survive the Nonmember, any remaining community interest shall be paid to the Nonmember's estate.  
26  
27  
28

1           8.       The Nonmember's monthly benefit will be increased by all applicable cost-of living  
2 increases or other similar increases, but only to the extent permitted under the '37 Act and the  
3 Regulations of *ICERS*.

4           9.       The Member and the Nonmember shall be responsible for, and pay, any taxes due in  
5 connection with his or her receipt of distributions from *ICERS*.

6           10.     Member's Name. For the purpose of making any benefit payments provided by the  
7 terms of this Order or providing any notice required by the terms of this Order, Member shall submit  
8 to *ICERS* confirmation of the Member's current name, mailing address, and telephone number.

9           11.     Nonmember's Name. For the purpose of making any benefit payments provided by  
10 the terms of this Order or providing any notice required by the terms of this Order, Nonmember shall  
11 submit to *ICERS*, prior to the commencement of payment of any *ICERS* benefit, confirmation of  
12 Nonmember's name, mailing address, telephone number, Social Security number and date of birth.

13           12.     Notice of any subsequent change of address or telephone number shall be made in  
14 writing to *ICERS*, addressed as follows, or as the Administrator may specify in a written notice to  
15 Member and Nonmember:

16                     Imperial County Employees' Retirement System  
17                     1221 W. State Street  
18                     El Centro, CA 92243  
19

20  
21           13.     The Member and the Nonmember shall sign all forms, letters and other documents as  
22 required to effectuate the distribution(s) described herein and the intent of this Order.

23           14.     The Nonmember, the Nonmember's agents and attorneys are authorized to receive any  
24 and all information concerning the Member's benefits as may be needed to establish the Account.

25           15.     Notwithstanding any other provision of this Order, the Order shall not be construed as  
26 to require *ICERS*:  
27  
28

1 (a) To provide any form of benefit or any option not otherwise provided under the  
2 '37 Act and the Regulations of *ICERS*;

3 (b) To provide increased benefits (as determined based on actuarial value) not  
4 available to the Member;

5 (c) To provide benefits to the Nonmember which are required to be paid to another  
6 Nonmember under another Order previously entered by a Court of competent jurisdiction and  
7 acceptable under the '37 Act;

8 (d) To provide payment to the Nonmember of benefits forfeited by the Member; or

9 (e) To change the benefit election of the member once the Member has retired.

10 16. It is further ORDERED that the Member shall act as constructive trustee of any  
11 benefits assigned to the Nonmember under this Order which may be paid to or received by the  
12 Member. The Member, as trustee, shall promptly pay or transmit any such benefits to the  
13 Nonmember at the Nonmember's last known address. It is also ORDERED that the Nonmember  
14 shall act as constructive trustee of any benefits assigned to the Member under this Order which may  
15 be paid to or received by the Nonmember. The Nonmember, as trustee, shall promptly pay or  
16 transmit any such benefits to the member at the Member's last known address.

17 17. This Order shall be administered and interpreted in conformity with the '37 Act and  
18 the Regulations of *ICERS* and other applicable law. If the '37 Act and/or the Regulations of *ICERS*  
19 are amended, then Member and the Nonmember shall immediately take the steps necessary to amend  
20 this Order to comply with any such amendments, changes and/or modifications, or, if permissible  
21 under any such change, amendment, or modification to the '37 Act and the Regulations of *ICERS*, the  
22 Administrator may treat this Order as acceptable. The Member and the Nonmember shall be  
23 responsible for any of the costs and/or expenses associated with such amendment.

24 18. The Member, the Nonmember, the Administrator, and the Court intend that this Order  
25 meet all requirements of a domestic relations order under the '37 Act and the Regulations of *ICERS*  
26 and other laws of the State of California, and the Court shall reserve jurisdiction to modify this Order  
27 and to resolve any disputes that may arise among the parties and the Administrator concerning benefit  
28

1 payments or any other aspect of this Order. If any portion of this Order is rendered invalid or  
2 otherwise unenforceable, the Court reserves jurisdiction to make an appropriate adjustment to  
3 effectuate the intent of the parties. Any future fees, taxes, and/or penalties will be assessed against  
4 the parties who then have an interest payable from *ICERS*.

5  
6 **IT IS SO STIPULATED:**

7  
8 Dated: \_\_\_\_\_ [NAME]  
9 Petitioner

10 Dated: \_\_\_\_\_ [NAME]  
11 Attorney for Petitioner

12 Dated: \_\_\_\_\_ [NAME]  
13 Respondent

14 Dated: \_\_\_\_\_ [NAME]  
15 Attorney for Respondent

16 Dated: \_\_\_\_\_ [NAME]  
17 Attorney for IMPERIAL  
EMPLOYEES' RETIREMENT SYSTEM

18  
19 **ORDER**

20 The parties having stipulated thereto and good cause appearing therefore,

21 **IT IS SO ORDERED.**

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