

1 **JANE DOE**
2 **123 Anywhere Street**
3 **Somewhere Town, California 92222**

4 **TEL: (123)456-7890**
5 **FAX: (123)456-0987**

6 **Attorney In Pro Per**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, DOWNTOWN BRANCH**

10
11 **IN RE THE MARRIAGE OF:**

12 **PETITIONER: JANE DOE**

13 **and**

14 **RESPONDENT: JAMES DOE**
15
16

CASE NUMBER: LA 123456JB

**STIPULATION AND ORDER FOR
BIFURCATION OF STATUS AND
ENTRY OF JUDGMENT; ORDER
THEREON**

17 **IT IS HEREBY STIPULATED AND AGREED**, by and between the parties
18 hereto, and through their respective attorneys of record, as follows:

19 1. Petitioner has requested Respondent agree to a bifurcation of marital
20 status and Respondent has so assented, conditioned on the terms and provisions set
21 forth herein.

22 2. The Court acquired jurisdiction of the Respondent on May 28, 2010
23 when the Respondent was served.

24 3. The parties are entitled to a Judgment of final dissolution of marriage as a
25 matter of law on or after November 30, 2010. However, termination of marital status
26 shall not be effective before this document is filed.

27 4. Petitioner and Respondent shall be bound by all terms and conditions
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1 contained in Family Code Section 2337 as follows:

2 a) The party requesting bifurcation, Petitioner herein, shall indemnify
3 and hold the other party harmless from any and all taxes, reassessments, interest and
4 penalties payable by the other party if the dissolution of the marriage before the
5 division of the parties' community estate results in a taxable event to either of the
6 parties by reason of the ultimate division of their community estate, which taxes would
7 not have been payable if the parties were still married at the time the division was
8 made;

9 b) Until judgment has been entered on all remaining issues and has
10 become final, the party requesting the bifurcation, Petitioner herein, shall maintain all
11 existing health and medical insurance coverage for the other party and the minor
12 children as named dependents, so long as the party is legally able to do so. At the time
13 the party is no longer legally eligible to maintain the other party as a named dependent
14 under the existing health and medical policies, the party or the party's estate shall, at
15 the party's sole expense, purchase and maintain health and medical insurance
16 coverage that is comparable to the existing health and medical insurance coverage. If
17 comparable insurance coverage is not obtained, the party or the party's estate is
18 responsible for the health and medical expenses incurred by the other party that would
19 have been covered by the insurance coverage, and shall indemnify and hold the other
20 party harmless from any adverse consequences resulting from the lack of insurance;

21 c) Until judgment has been entered on all remaining issues and has
22 become final, the party requesting the bifurcation, Petitioner herein, shall indemnify and
23 hold the other party harmless from any and all adverse consequences resulting to the
24 other party if the bifurcation results in a termination of the other party's right to a
25 probate homestead in the residence in which the other party resides at the time the
26 severance is granted;

27 d) Until judgment has been entered on all remaining issues and has
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1 become final, the party requesting the bifurcation, Petitioner herein, shall indemnify and
2 hold the other party harmless from any adverse consequences resulting to the other
3 party if the bifurcation results in the loss of the rights of the other party to a probate
4 family allowance as the surviving spouse of the party;

5 e) Until judgment has been entered on all remaining issues and has
6 become final, the party requesting the bifurcation, Petitioner herein, shall indemnify and
7 hold the other party harmless from any adverse consequences resulting to the other
8 party if the bifurcation results in the loss of the other party's rights to pension benefits,
9 elections, or survivors' benefits under the party's pension or retirement plan to the
10 extent that the other party would have been entitled to those benefits or elections as
11 the surviving spouse of the party;

12 f) Prior to entry of judgment terminating status, both of the following
13 shall occur:

14 i) The Petitioner's retirement or pension plan shall be joined
15 as a party to the proceeding ; and

16 ii) If applicable, an order pursuant to Section 2610 shall be
17 entered with reference to the defined benefit or similar plan pending the ultimate
18 resolution of the distribution of benefits under the employee benefit plan.

19 g) The party requesting the bifurcation, Petitioner herein, shall
20 indemnify and hold the other party harmless from any and all adverse consequences if
21 the bifurcation results in the loss of rights to social security benefits or elections to the
22 extent the other party would have been entitled to those benefits or elections as the
23 surviving spouse of the party; and

24 h) Any other condition the court determines is just and equitable.

25 5. The court shall reserve jurisdiction to determine all other controverted
26 issues, including, but not limited to, determination and division of community property,
27 attorney's fees and costs, spousal and child support, at trial.

