

**ATTACHMENT A**

**THE PROPOSED DECISION**

**BEFORE THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
STATE OF CALIFORNIA**

**In the Matter of the Appeal of Survivor Allowance Payable  
Upon the Death of the Honorable Richard M. Sims, III, by:**

**LINDA H. WALLIHAN, Respondent**

**and**

**GEORGIANA C. SIMS, Respondent**

**Agency Case No. 2021-0929**

**OAH No. 2022040941**

**PROPOSED DECISION**

Administrative Law Judge Coren D. Wong (ALJ), Office of Administrative Hearings, State of California, heard this matter on July 18 and 20, 2022, by videoconference from Sacramento, California.

John Shipley, Senior Attorney, represented the Judges' Retirement System (JRS).

Lina Balciunas Cockrell of the law firm Messing Adam & Jasmine LLP represented respondent Linda H. Wallihan.

Respondent Georgiana C. Sims represented herself on the first day of hearing but her son, Christopher Sims, represented her on the second.

Evidence was received, and the record was left open for the parties to submit simultaneous closing briefs. The parties' closing briefs were marked as Exhibits 40 (JRS's), X (Ms. Wallihan's), and MM (Ms. Sims's). The record was closed and the matter submitted for decision on August 31, 2022.

The ALJ reopened the record and requested the parties' available dates for a Telephonic Status Conference (TSC). (Exhibit 41.) A TSC was held on October 19, 2022, during which the ALJ provided the parties legal authority not cited in the closing briefs and an opportunity to submit supplemental briefs addressing that authority.<sup>1</sup>

JRS submitted correspondence opting not to submit a supplemental brief (Exhibit 42). Ms. Wallihan and Ms. Sims submitted supplemental briefs (Exhibits Y and NN, respectively). The record was closed and the matter submitted for decision on December 5, 2022.

## **FACTUAL FINDINGS**

### **Background Information**

#### **JRS**

1. The Judges' Retirement Law (Gov. Code, § 75000 et seq. ["JRL"]) created JRS, a retirement system for California's judicial officers. Benefits are funded through

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<sup>1</sup> After hearing, JRS reassigned this matter to Austa Wakily, Senior Attorney.

contributions from California's General Fund, members' salary deductions, and the returns on the investment of those amounts. (Gov. Code, §§ 75100–75111.) The California Public Employees' Retirement System (CalPERS) Board of Administration administers JRS. (Gov. Code, § 75005.)

2. The Honorable Richard M. Sims, III, became a JRS member on May 1, 1980, by virtue of his appointment to the Placer County Superior Court. He was later elevated to the Third District Court of Appeal and continued making contributions.

### **JUSTICE SIMS'S MARRIAGE TO MS. SIMS AND THEIR SUBSEQUENT DIVORCE**

3. Justice Sims and Ms. Sims married prior to him becoming a JRS member.<sup>2</sup> The Placer County Superior Court entered a judgment dissolving their marriage on September 15, 2003. As part of the judgment, Justice Sims and Ms. Sims signed a Stipulation for Division of Pension Benefits and Order Re: Judges' Retirement System agreeing that all contributions and service credit accumulated in JRS as of their date of separation was a community asset. The Court awarded Ms. Sims one-half of those contributions and credit. Justice Sims was awarded all remaining contributions and credit, including those made or earned after the date of separation. The Court ordered JRS to divide the accumulated retirement contributions and service credit accordingly into two separate accounts, one for Justice Sims and another for Ms. Sims.

4. The Court noted that Justice Sims agreed that the Optional Settlement Two election he previously signed "shall continue in full force and effect with [Ms.

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<sup>2</sup> The date of marriage is confidential information protected by the July 20, 2022 Protective Order Sealing Confidential Records. Exhibit 39 identifies the date of marriage and is sealed from public viewing.

Sims] as the designated beneficiary of the enhanced surviving spouse benefit attributable to the community property retirement benefits.” Based on that agreement, the Court ordered:

[Ms. Sims] shall therefore be the designated beneficiary of the Optional Settlement Two (Option Two “Pop-Up”) benefits both prior to and after the termination of the marital status and the final judgment of dissolution of marriage and irrespective of whether [Justice Sims] subsequently remarries.

#### **JUSTICE SIMS’S MARRIAGE TO MS. WALLIHAN**

5. Justice Sims and Ms. Wallihan married on “Date of Marriage 2.”<sup>3</sup> Prior to marriage, they signed a Prenuptial Agreement acknowledging that each had vested retirement benefits, he in JRS and she in CalPERS, and contributions would be made during the marriage. Each waived his or her respective community interest in the other’s retirement benefits. They also agreed:

However, nothing in this agreement shall prevent [Justice Sims] or [Ms. Wallihan] from voluntarily designating the other to receive retirement benefits upon the death of [Justice Sims] or [Ms. Wallihan], provided such designation is in writing and filed with the party’s retirement system.

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<sup>3</sup> Date of Marriage 2 is the designator for the date identified in Exhibit 39.

## **BENEFICIARY DESIGNATION FORMS**

6. On June 21, 2004, Justice Sims signed a Judges' Retirement System I Survivor and Beneficiary Information (Beneficiary Information). He designated Ms. Sims his beneficiary "in accordance with the provisions for Government Code Sections 75104 and 75104.5 (Judges' Retirement Law.)" (Bolding omitted.)

7. The following day, Justice Sims signed a Special Beneficiary Designation (Special Beneficiary) naming Ms. Sims his "beneficiary for the Optional Settlement that may be payable." Ms. Wallihan consented to the designation by signing the form as his "current spouse."

## **RECITALS, STIPULATIONS, AND ORDERS**

8. On May 29, 2009, the Placer County Superior Court entered the Recitals, Stipulations, and Orders (RSO) in Justice Sims's and Ms. Sims's family law matter. The RSO provided:

Should [Justice Sims] die before [Ms. Wallihan], [Ms. Wallihan] would be entitled to receive a monetary allowance for surviving spouse from JRS pursuant to Government Code §§ 75077 and 75077.5. [Ms. Sims] may have a community property interest in said allowance for surviving spouse, and one purpose of these stipulations and orders it [*sic*] to settle any community property interest of [Ms. Sims] in the aforementioned allowance for surviving spouse.

[¶] . . . [¶]

Should [Justice Sims] die while [Ms. Sims] and [Ms. Wallihan] are alive, and should [Ms. Wallihan] be entitled to receive an allowance for surviving spouse as the spouse of [Justice Sims], as described above, then JRS shall pay said allowance for surviving spouse to [Ms. Sims] while both [Ms. Sims] and [Ms. Wallihan] are alive and if [Ms. Sims] dies before [Ms. Wallihan] then the allowance for surviving spouse shall be paid thereafter to [Ms. Wallihan] during her lifetime.

### **SERVICE RETIREMENT**

9. Justice Sims signed a Judges' Retirement Application on September 7, 2010, and requested a service retirement date of November 30, 2010. Ms. Wallihan also signed the Application as his spouse. She was named beneficiary of any surviving spouse allowance (SSA).

10. Justice Sims waived his right to receive an unmodified allowance and instead chose Optional Settlement Two, which provided him a lifetime allowance. After his death, the allowance would be paid to his designated beneficiary for the beneficiary's life. Justice Sims named Ms. Sims his option beneficiary.

11. JRS acknowledged receipt of the Application on December 7, 2010, and advised Justice Sims that his first retirement check would cover the period from December 1 through 31, 2010. JRS explained:

You have elected Optional Settlement 2, which provides you with a benefit factor rate of 33.7189% of active Appellate salary. If [Ms. Sims] predeceases you, your allowance will

increase to the unmodified allowance of 37.5% of active Appellate salary.

(Footnote omitted.)

### **JUSTICE SIMS'S DEATH**

12. Justice Sims died December 17, 2020. The following month, JRS sent correspondence to Ms. Wallihan and Ms. Sims advising that Justice Sims's monthly allowance stopped being payable on the date of his death. JRS further advised that his file was being reviewed to determine beneficiary information.

13. JRS requested information, including a completed Claimant Statement and Survivor Information, to help identify Justice Sims's beneficiaries. Ms. Sims completed a Claimant Statement and Survivor Information and returned it to JRS. She identified herself as Justice Sims's former spouse and Ms. Wallihan as his surviving spouse.

### **JRS'S DETERMINATION OF ENTITLEMENT TO SSA**

14. On February 26, 2021, JRS notified Ms. Wallihan that she was "entitled to receive one-half of the allowance that Justice Sims was receiving at the time of his death, provided by Government Code section 75077." Pursuant to the RSO, however, "the parties stipulated that . . . the [SSA] payable to you would instead be paid to [Ms. Sims] for your lifetime." JRS therefore instructed:

Before the JRS can pay the [SSA] to [Ms. Sims] in accordance to the Recitals, Stipulations, and Order [*sic*] filed on May 29, 2009, the JRS requires that you sign the attached *Disclaimer of Judges' Retirement System Benefits*.



The form must be signed in the presence of a notary and returned to this office. If you choose not to disclaim the benefits, as stipulated in the *Recitals, Stipulations, and order [sic]* filed May 29, 2009, the JRS will require a further court order before the [SSA] can be paid by JRS.

(Italics original.)

15. Five months later, JRS reversed its position and concluded Ms. Sims was entitled to the SSA without Ms. Wallihan disclaiming her rights to the allowance. It explained:

Therefore, contrary to our letter of February 26, 2021, the JRS has determined that the Recitals, Stipulations, and Orders dated May 27, 2009 [sic] is sufficient to pay the [SSA] directly to Ms. Sims and the Disclaimer of Judges' Retirement System Benefits is not required.

Our determination is based on the facts and information specific to this case. In accordance with the Recitals, Stipulations, and Orders filed May 27, 2009, the [SSA] payable due to the death of Richard Sims, III [sic] will be paid to Ms. Sims for your lifetime. If Ms. Sims predeceases you, the benefit will revert to you, beginning the day after her death, for your lifetime. The JRS must be notified timely of the death of either party. Any benefit issued after either party's date of death must be returned to this office. Any payment owed to you upon the death of Ms. Sims will be

offset by any overpaid benefit amount until any overpaid benefit amount is returned to this system.

### **MS. WALLIHAN'S APPEAL**

16. JRS gave Ms. Wallihan notice of her right to appeal its determination. She timely appealed the determination. Kimberlee Pulido, Chief of CalPERS's Retirement Benefit Services Division, signed the Statement of Issues solely in her official capacity on April 27, 2022. The Statement of Issues identifies the sole issue on appeal as "whether the JRS is correct in its determination that the [SSA] payable upon the death of Justice Sims should be paid to respondent Sims in accordance with the Recitals, Stipulations, and Orders filed and entered by Placer County Superior Court on May 29, 2009."

### **Analysis**

#### **SERVICE RETIREMENT ALLOWANCE**

17. Justice Sims was eligible for service retirement at age 67 because he had more than 30 consecutive years of service as of his retirement date. The portion of his allowance attributable to the contributions made and service credit accrued prior to Ms. Sims's and his date of separation was a community asset, and she was awarded half of those contributions and credit. Therefore, Justice Sims's unmodified allowance was 37.5 percent of the salary payable when the allowance became due.<sup>4</sup>

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<sup>4</sup> The unmodified allowance is generally 75 percent of the salary payable, but Ms. Sims was awarded half the allowance as a community asset.

## **OPTIONAL SETTLEMENT TWO**

18. Justice Sims elected to retire effective December 1, 2010. Instead of electing to receive an unmodified allowance, he chose to have the actuarial equivalent applied to Optional Settlement Two and designated Ms. Sims his option beneficiary. That designation was consistent with the 2004 Special Beneficiary. Ms. Wallihan consented to the designation as his spouse by signing his retirement application.

19. Optional Settlement Two provided Justice Sims a retirement allowance for life. Upon his death, Ms. Sims was entitled to the same allowance for life.

## **SSA**

20. Upon Justice Sims's death after retirement, his "surviving spouse" was entitled to receive one-half the retirement allowance Justice Sims would have continued receiving had he survived. The SSA is payable for the surviving spouse's life.

21. Justice Sims and Ms. Wallihan were married on Date of Marriage 2, more than six years prior to his December 1, 2010 retirement, and they remained continuously married until his death on December 17, 2020. He had designated her as the beneficiary of the SSA on his retirement application. Their Prenuptial Agreement expressly allowed him to do so. Therefore, Ms. Wallihan is the "surviving spouse." Ms. Sims conceded as much when she completed the Claimant Statement and Survivor Information shortly after Justice Sims's death.

22. Contrary to Ms. Sims's argument, Ms. Wallihan did not waive her right to the SSA when she signed the RSO in 2009 or the Prenuptial Agreement in 2011. Ms. Wallihan had no right to the SSA until Justice Sims's death several years after she had

signed either document. Prior to his death, she had nothing more than an expectancy in the allowance.<sup>5</sup>

23. The RSO acknowledged that Ms. Sims “may have a community property interest in said allowance for surviving spouse, and one purpose of [the] stipulations and orders” was to settle any such interest. But she had no community property interest in the SSA as a matter of law.

24. Ms. Sims argued in her supplemental brief if Ms. Wallihan is entitled to the SSA, “then it seems JRS would bear some responsibility for remediating the material harms that this misinformation [that the RSO entitled Ms. Sims to the SSA] caused to Ms. Sims.” Such argument is beyond the jurisdiction of this administrative proceeding.

25. JRS argued it is collaterally estopped from finding that Ms. Wallihan is entitled to the SSA during Ms. Sims’s lifetime because the Placer County Superior Court ruled otherwise in the RSO. JRS correctly identified the requisite elements for establishing collateral estoppel, including that the person to be collaterally estopped (i.e., Ms. Wallihan) must have been “a party or in privity with a party to the former proceeding.” (*Castillo v. City of Los Angeles* (2001) 92 Cal.App.4th 477, 481.)

26. JRS concluded, with no factual support, that Ms. Wallihan was a party to the Placer County Superior Court action simply because she was “a signatory to the

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<sup>5</sup> Although Ms. Sims did not argue Ms. Wallihan assigned her right to the allowance, assignment was one of the legal theories the ALJ raised at the TSC. For the same reasons Ms. Sims's waiver argument is not persuasive, neither is an assignment argument.

2009 RSOs.” But signing the RSO alone did not make her a party to the family law action. (*Tokio Marine & Fire Insurance Corp. v. Western Pacific Roofing Corporation* (1999) 75 Cal.App.4th 110, 121 [adding a nonparty to a judgment as an additional judgment debtor simply because it signed a stipulation in the underlying action “was a rather straightforward denial of due process”].)

27. JRS’s argument that it is bound by the RSO by the doctrine of *stare decisis* is also unpersuasive. The doctrine does not apply to trial court orders. (*Bolanos v. Superior Court* (2008) 169 Cal.App.4th 744, 761 [“a written trial court ruling has no precedential value”], *Schachter v. Citigroup, Inc.* (2005) 126 Cal.App.4th 726, 738 [trial court opinions do not constitute binding precedent], *Santa Ana Hospital Medical Center v. Belshe* (1997) 56 Cal.App.4th 819, 831 [“the doctrine [of *stare decisis*] applies only to decisions of appellate courts”], quoting 9 Witkin, Cal. Procedure (3d ed. 1985) Appeal, § 763, pp. 730–731; see also *Coldren v. Hart, King & Coldren, Inc.* (2015) 239 Cal.App.4th 237, 250 [formal opinion of the State Bar of California Committee on Professional Responsibility and Conduct is persuasive authority at best].)

28. JRS’s reliance on the decision in *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, is misplaced. There, the California Supreme Court annulled the judgment of an appellate department of the superior court because the appellate department exceeded its jurisdiction “in refusing to follow a rule established by a court of superior jurisdiction.” (*Id.*, at p. 455.) The appellate department had recognized that a prior appellate court decision “was directly on point, but refused to follow the rule of that case on the ground that that case had been decided incorrectly.” (*Ibid.*) The California Supreme Court held, “Under the doctrine of *stare decisis*, all tribunals exercising inferior jurisdiction are required to follow decisions of courts exercising

superior jurisdiction. Otherwise, the doctrine of *stare decisis* makes no sense." (*Ibid.*) It did not extend applicability of the doctrine beyond the appellate courts.

29. For the reasons discussed above, Ms. Wallihan's arguments are moot. Additionally, her argument that any waiver of her right to the SSA is invalid pursuant to Probate Code section 140 et seq. is not persuasive. Probate Code section 140 applies to a surviving spouse's waiver "of any of the rights listed in subdivision (a) of Section 141 " Her right to the SSA is purely statutory and was not obtained through any of the means outlined in Probate Code section 141. (See Prob. Code, § 141, subd. (a) [codifying a surviving spouse's right to waive the right to: (1) receive property by intestate succession; (2) receive property by will; (3) probate homestead; (4) exempt property set aside; (5) family allowance; (6) have an estate set aside; (7) receive community or quasi-community property contrary to testamentary disposition; (8) take an omitted spouse's statutory share; (9) be appointed personal representative; or (10) a property interest subject to nonprobate transfer].)

## **DEATH BENEFITS**

30. If Justice Sims had died prior to retirement, his designated beneficiary would have received a refund of his accumulated contributions. Additionally, his beneficiary would have been entitled to a basic death benefit. Justice Sims designated Ms. Sims beneficiary of these death benefits when he signed the Beneficiary Information in 2004.

## LEGAL CONCLUSIONS

### Applicable Burden/Standard of Proof

1. Ms. Wallihan has the burden of proving she is entitled to the SSA by a preponderance of evidence. (Evid. Code, § 115 ["Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence"]; *McCoy v. Board of Retirement* (1986) 183 Cal.App.3d 1044, 1051, fn. 5 [a party seeking the affirmative at an administrative hearing bears the burden of proof].) This evidentiary standard requires Ms. Wallihan to produce evidence of such weight that, when balanced against evidence to the contrary, is more persuasive. (*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.) In other words, she need only prove it is more likely than not that she is entitled to the SSA. (*Lillian F. v. Superior Court* (1984) 160 Cal. App.3d 314, 320.)

2. Ms. Sims, however, has the burden of proving by clear and convincing evidence that Ms. Wallihan waived her statutory right to the allowance and Ms. Sims is, therefore, entitled to it. (*Ringler Associates Inc. v. Maryland Casualty Co.* (2000) 80 Cal.App.4th 1165, 1188 ["the burden is on the party claiming a waiver of right to prove it by clear and convincing evidence that does not leave the matter to speculation"].) "The courts have defined clear and convincing evidence as evidence which is so clear as to leave no substantial doubt and as sufficiently strong to command the unhesitating assent of every reasonable mind. [Citations.] It has been said that a preponderance calls for probability, while clear and convincing proof demands a *high probability* [citations]." (*In re Terry D.* (1978) 83 Cal.App.3d 890, 899; original italics.)

## Applicable Law

### SERVICE RETIREMENT ALLOWANCE

#### Unmodified Allowance

3. A member's eligibility for service retirement depends on his age and number of years of service as a judge. (Gov. Code, § 75025.) Justice Sims was able to retire when he did because he had reached age 67 and had at least 16 consecutive years of service "within the 20 years immediately preceding the effective date of retirement." (*Id.*, subd. (d).) Because he had a combined total of more than 30 years of service as a judge, he was eligible for a lifetime allowance equal to 75 percent of the salary payable, at the time payment of the allowance was due, to the judge holding the judicial office Justice Sims last held. (Gov. Code, §§ 75075 & 75076, subd. (a).)

4. However, Ms. Sims acquired a community property interest in Justice Sims's future lifetime pension during their marriage. (*Waite v. Waite* (1972) 6 Cal.3d 461, 469–472 [affirming trial court's determination that portion of husband's JRS benefits attributable to his work as a judge during marriage was a community asset].) The Placer County Superior Court awarded her one-half of the contributions and service credit that had accumulated as of the date of her separation from Justice Sims, and JRS divided the community estate's interest "into two separate and distinct accounts" in their respective names. (Gov. Code, § 75050, subd. (b).) Justice Sims's lifetime pension was therefore 37.5 percent of the salary payable. (Gov. Code, § 75076.1.)



## Optional Settlement Allowance

5. Instead of taking his unmodified lifetime allowance, Justice Sims chose to have the actuarial equivalent of that allowance applied to a lesser allowance in accordance with one of the statutory optional settlements. (Gov. Code, §§ 75070 & 75079.5.) "Optional settlement two consists of the right to have a retirement allowance paid to the [member] for life and thereafter to the [member's] designated beneficiary for life." (Gov. Code, § 75071, subd. (b)(1).) The member may designate his option beneficiary "at any time, including, but not limited to, at any time after reaching retirement age . . . by a writing filed with the board." (Gov. Code, § 75074, subd. (a).)

### SSA

6. The JRL provides a SSA as follows:

The surviving spouse of a [member] who qualifies, as prescribed in Section 75075, to receive the benefits accorded by this article and who dies during retirement shall receive, until death, an allowance equal to one-half of the retirement allowance that would be payable to the [member] if he . . . [was] living and receiving the benefits accorded by this article.

(Gov. Code, § 75077.)

7. The surviving spouse must have been married to the member "as of January 1, 1980, or continuously for a period beginning one year prior to the date of retirement and ending with the [member's] death." (Gov. Code, § 75077.5.) The SSA is not a community asset. (*In re Marriage of Andreen* (1978) 76 Cal.3d 667, 674–675

[affirming portion of judgment of marital dissolution awarding spouse a community interest in member's lifetime allowance but not in SSA]; followed by *In re Marriage of Becker* (1984) 161 Cal.App.3d 65, 70 [concluding trial court order "does in effect constitute an order that [CalPERS] pay to former wife a portion of the survivor's benefit and that that order cannot stand"], superseded by statute on different grounds as stated in *In re Marriage of Cramer* (1993) 20 Cal.App.4th 73, 78 [enactment of Civ. Code, § 4800.8 abolished terminable interest rule]; see *In re Marriage of Samuels* (1979) 96 Cal.App.3d 122, 129 [concluding trial court erred in restraining husband from exercising rights regarding survivorship benefits because wife had no community interest in benefits].)

## **DEATH BENEFITS**

8. If a member dies prior to retirement, "the amount of his . . . accumulated contribution[s] shall be paid to his . . . beneficiary nominated by written designation duly filed with the Judges' Retirement System . . . ." (Gov. Code, § 75104, subd. (a).) Additionally, the beneficiary shall receive a basic death benefit in "an amount equal to one-twelfth of the annual compensation of that [member] during the 12 months immediately preceding his . . . death, multiplied by the completed number of years of service as a judge, but not to exceed one-half of the [member's] annual compensation." (Gov. Code, § 75104.5.)

## **WAIVER/ASSIGNMENT OF RIGHTS**

9. Waiver is "the intentional relinquishment or abandonment of a known right." (*Bickel v. City of Piedmont* (1997) 16 Cal.4th 1040, 1048, superseded by statute on different grounds as stated in *Riverwatch v. County of San Diego* (1999) 76 Cal.App.4th 1428, 1439 [discussing the Legislature's 1998 amendment to Gov. Code,

§ 65957 regarding deadline for a public agency to approve or disapprove a development project].) “Waiver requires an existing right, the waiving party’s knowledge of that right,” and an actual intent to give up that right. (*Lynch v. California Coastal Commission* (2017) 3 Cal.5th 470, 475.)

10. Prior to the member’s death, “the survivor allowance represents an expectancy or contingent prospect, not an enforceable right.” (*In re Marriage of Andreen, supra*, 3 Cal.3d 667, 674) “A mere possibility, such as the expectancy of an heir apparent, is not to be deemed an interest of any kind.” (Civ. Code, § 700.)

11. An “assignment” is the transfer of property or some right, or an interest therein, from one person to another. (*Noble v. Draper* (2008) 160 Cal.App.4th 1, 13.) “A mere possibility, not coupled with an interest, cannot be transferred.” (Civ. Code, § 1045.)

## **Conclusion**

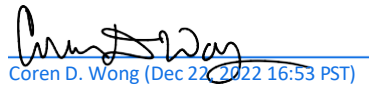
12. Ms. Wallihan established by a preponderance of the evidence that she is entitled to the SSA pursuant to Government Code section 75077. Ms. Sims has no community property interest in that allowance, even if it is based in part on Justice Sims’s service as a judge during their marriage.

13. Ms. Sims did not meet her burden of clearly and convincingly establishing that Ms. Wallihan waived her right to the SSA. Ms. Wallihan had no right to that allowance prior to Justice Sims’s death on December 17, 2020, and any supposed attempt to waive or assign her expectancy or contingent prospect to that allowance prior to his death was ineffective.

## ORDER

Respondent Linda H. Wallihan's appeal from the Judges' Retirement System's determination that the surviving spouse allowance payable upon the death of Justice Sims should be paid to respondent Georgiana C. Sims in accordance with the Recitals, Stipulations, and Orders entered by the Placer County Superior Court on May 29, 2009, is GRANTED. Such allowance is payable in its entirety to Ms. Wallihan pursuant to Government Code section 75077.

DATE: December 22, 2022



Coren D. Wong (Dec 22, 2022 16:53 PST)

COREN D. WONG

Administrative Law Judge

Office of Administrative Hearings