

NAME, ADDRESS AND PHONE OF ATTORNEYS OR SELF REPRESENTED PARTIES:	SPACE FOR COURT USE ONLY
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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

Address of courthouse or district:	
Petitioner/Plaintiff:	Case number:
Respondent/Defendant:	Related Case No.:
Claimant:	Courtroom/Department No.
<input type="checkbox"/> <b>STIPULATION AND ORDER</b> <input type="checkbox"/> <b>SETTLEMENT AGREEMENT</b> <input type="checkbox"/> <b>STIPULATION TO FURTHER JUDGMENT ON RESERVED ISSUES</b> <input type="checkbox"/> <b>OTHER:</b>	HEARING DATE
	CONTINUATION DATE / TIME  Respondent's filing fee <input type="checkbox"/> Paid <input type="checkbox"/> Not paid

THE PARTIES AGREE TO THE FOLLOWING MATTERS, WHICH SHALL BE THE ORDERS OF THE COURT.

**TEMPORARY ORDERS PENDING JUDGMENT OR FURTHER COURT ORDER (*PENDENTE LITE*)**  
 The orders agreed to herein shall stay in effect until superseded by judgment or further order of Court, whichever first occurs, and all other orders made in this case shall remain in full force and effect except as otherwise provided herein.

**SETTLEMENT AGREEMENT**  
 The orders agreed to herein shall be included in a judgment or further judgment to be filed herein.

**MODIFICATION**  
 The orders agreed to herein modify the prior orders and/or the judgment made in this case.  
 All other orders made in this case shall remain in full force and effect except as provided herein.  
 The judgment in this case was filed on \_\_\_\_\_. The last order modified hereby was filed on \_\_\_\_\_.

**NOTICE AND OPPORTUNITY TO BE HEARD** (Mandatory for custody orders under FC§3048a): The parties understand that they have the right to advance notice of court proceedings and an opportunity to be heard by the court, including the rights to present evidence, cross examine witnesses and argue, and by signing this agreement, waive any right to further notice and opportunity to be heard for the purpose of the validity of court orders made from this agreement.

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**INSTRUCTIONS FOR USE OF THIS FORM:** This form is provided in three sections.  
 Part A (4 pages) includes this title page and a signature page which should be used in all cases, and also provides for agreements for restraining orders, attorney fees, judgment and other orders.  
 Part B (6 pages) provides for agreements for parentage, child custody and child, spousal and family support orders.  
 Part C (4 pages) provides for agreements for property division orders.  
 USE ONLY THOSE PAGES THAT ARE NECESSARY FOR YOUR AGREEMENTS.  
 NUMBER THE PAGES CONSECUTIVELY WITH THE SIGNATURE PAGE AT THE END.  
 AFTER SIGNING, SEPARATE THE COPIES FROM THE ORIGINALS BEFORE SUBMITTING TO THE CLERK.

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100.  The STANDARD RESTRAINING ORDERS on the summons are terminated (FC§233, §2040).

101. PROPERTY RESTRAINING ORDERS:  Petitioner  Respondent:

Shall not transfer, encumber, hypothecate, conceal or in any way dispose of any property, real or personal, whether community, quasi community, or separate, except in the usual course of business or for the necessities of life.

Shall notify the other of proposed extraordinary expenditures and shall provide an accounting of such to the court.

Shall not cash in, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or other coverage including life, health, automobile and disability held for the benefit of the parties or any minor child.

Shall not incur debts or liabilities for which the other may be held responsible, other than for the necessities of life.

Other / Exceptions:

TEMPORARY PROPERTY CONTROL ORDERS:

102.  Petitioner  Respondent shall have the temporary use, possession and control of the following property:

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103.  Petitioner  Respondent shall have the temporary use, possession and control of the following property:

104. **SEPARATE STIPULATION RE WAIVER OF FINAL DECLARATION OF DISCLOSURE** (FC§2105, Optional):

The parties waive the requirements of FC§2105a for service on the other of a final declaration of disclosure and make the following representations:

- (1) Both parties have complied with FC§2104 and the preliminary declarations of disclosure have been completed and exchanged.
- (2) Both parties have completed and exchanged a current income and expense declaration, that includes all material facts and information regarding that party's earnings, accumulations, and expenses.
- (3) Both parties have fully complied with FC§2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information regarding the characterization of all assets and liabilities, the valuation of all assets that are contended to be community property or in which it is contended the community has an interest, and the amounts of all obligations that are contended to be community obligations or for which it is contended the community has liability.
- (4) This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
- (5) Each party understands that this waiver does not limit the legal disclosure obligations of the parties, but rather is a statement under penalty of perjury that those obligations have been fulfilled. Each party further understands that noncompliance with those obligations will result in the court setting aside the judgment.

**This stipulation may be used in place of Stipulation and Waiver of Final Declaration of Disclosure (FL-144)**

THE UNDERSIGNED DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FACTS STATED IN THE FORGOING WAIVER OF FINAL DECLARATION OF DISCLOSURE ARE TRUE AND CORRECT.

Date: \_\_\_\_\_

SIGN HERE FOR THE ABOVE OPTIONAL DISCLOSURE WAIVER ONLY

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Petitioner 's Signature

Respondent 's Signature

105. OTHER ORDERS:

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**106. ATTORNEY FEE ORDERS** (FC§§270-72, 2030-32, 7640):

- The issue of attorney's fees and costs for either party is reserved until further order of court.
- Petitioner  Respondent  Claimant shall pay to attorney for  Petitioner  Respondent  Claimant, as a contributory share of the payee's attorney fees and costs, the sum of \$\_\_\_\_\_,  payable by \_\_\_\_\_
- OR payable in installments of \$ \_\_\_\_\_ per month on the \_\_\_\_\_ day of each month commencing \_\_\_\_\_ and continuing until paid in full.
- If any \_\_\_\_\_ installments remain unpaid for \_\_\_\_\_ or more days after the due date, the entire remaining balance shall become immediately due and payable and shall bear interest at the legal rate from the date of default.
- Neither party shall be responsible for the attorney fees and costs of the other except as otherwise ordered herein or in any other court order.

**107. OTHER ORDERS:**

- 108.  Each of the parties shall, upon demand, execute and deliver all documents necessary to carry out the terms of this stipulation / agreement, and upon failure to do so, the court, upon appropriate application, may appoint the Clerk of the Superior Court as its commissioner to execute documents specified by court order (LASC Local Rule 3.213c).
- 109.  This agreement covers all matters in dispute in this hearing / Order to Show Cause / motion / trial.
- 110.  All issues not resolved by this agreement are reserved for determination at a further hearing or trial.
- 111.  This hearing / Order to Show Cause / motion / trial is continued to \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department \_\_\_\_\_.  On the following issues only:

**112. ORDERS RELATING TO JUDGMENTS ONLY:**

- 113.  The parties waive their rights to a trial and to notice of trial for the purpose of having the court grant a judgment pursuant to the terms of this agreement which may be heard by a court commissioner sitting as a judge pro tem.
- 114.  All parties waive the right to appeal, to request a statement of decision, and to move for a new trial.
- 115.  The parties were married on \_\_\_\_\_ and separated on \_\_\_\_\_.
- 116.  Respondent was served with the summons herein on \_\_\_\_\_ or first appeared herein on \_\_\_\_\_
- 117.  The parties' marital status shall terminate upon filing of the judgment of dissolution unless a later date is specified here: \_\_\_\_\_ (FC§§2339-40).
- 118.  The parties are the parents of each minor child named in the petition or complaint filed herein and a judgment establishing the parent child relationship may be granted herein under the Uniform Parentage Act (FC§7600-7730).

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119. The attorney for the  Petitioner  Respondent, or that party if unrepresented, shall, within 10 days, prepare a judgment according to this agreement and submit it to the other party's attorney, or to the other party if unrepresented, for approval as to the form and content thereof and then file it with the court. If either party or attorney fails to prepare or approve the judgment, or file objections to it within 10 days of service, the other party or attorney may prepare and submit the judgment to the court with a proof of service on the other party or attorney.  
(See LA Local Rule 5.16, CRC Rule 3.1590 and CCP§664.6).

120.  The court is requested to sign this agreement to make these orders effective immediately as temporary orders pending the filing of the judgment. (Otherwise these agreements do not become orders until filing of the judgment)

121.  All prior orders made in this case shall terminate upon the filing of this agreement.

122.

I HAVE READ AND I AGREE TO EACH PAGE OF THIS DOCUMENT AND ANY ATTACHMENTS.  
I UNDERSTAND THAT, UNLESS OTHERWISE STATED HEREIN, THESE AGREEMENTS ARE TO BE COURT ORDERS AND THAT WILLFUL VIOLATION OF COURT ORDERS MADE AS A RESULT OF THESE AGREEMENTS MAY SUBJECT THE PARTY IN VIOLATION TO CIVIL OR CRIMINAL PENALTIES, OR BOTH.

Petitioner 's Signature	Respondent 's Signature
Attorney for Petitioner 's Signature	Attorney for Respondent 's Signature

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

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

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**200. CHILDREN AND PARENTAGE ORDERS:**

The petitioner and respondent are the mother and father of each minor child listed here:

name:	birth date:	name:	birth date:

Any reference in this document to a minor child refers to any minor child listed above unless otherwise specified.

**JURISDICTION OVER CHILD CUSTODY (FC§3048, Mandatory)**

201. This court's basis for the exercise of jurisdiction over each minor child is that this is a proceeding under the California Family Code in which this court is authorized to make child custody orders, (FC§3021(a)-(g) or FC§3104) AND;

The country of habitual residence of each minor child for all purposes is the United States, (42USC§11601 et seq.)

AND;  The home state for all purposes is the State of California, (FC§3421, 42USC§11601 et seq.);

OR  Each minor child has a significant connection with this state and there is either no home state or no home state that has not already declined to exercise its jurisdiction (FC§§3421, 3423)

OR  This state has temporary emergency jurisdiction under the UCCJEA (FC§§3424)

OR  All necessary parties have acquiesced in this court's exercise of jurisdiction over the custody of each child.

**CHILD CUSTODY ORDERS (FC§§3000-3200):**

Unless otherwise provided herein, the agreements that are to be included in a judgment or modification of a prior judgment shall be considered as a final determination of the child custody and visitation litigation.

Under FC§3025, access to records and information pertaining to a minor child, including health care and school records shall not be denied to a parent because that parent is not a custodial parent

202.  Custody of each minor child is awarded pursuant to the Conciliation Court agreement dated/filed: \_\_\_\_\_.

203.  Existing child custody orders shall remain in full force and effect except as otherwise provided herein.

**LEGAL CUSTODY** of each minor child is awarded as follows:

204.  JOINT LEGAL CUSTODY. (FC§3003) Both parents shall share the right and responsibility to make decisions relating to the health, education and welfare of each minor child. Such decisions shall include, but are not limited to, those specified in paragraph 233 herein, if any.

Joint legal custody does not permit actions that are inconsistent with the physical custody unless the action is expressly authorized by the court. Either parent acting alone may exercise legal control of each minor child except under circumstances, if any, in which the consent of both parents is required by agreement or court order (FC§3083):

205. The consequences for failure to obtain mutual consent when required by court order are as follows (FC§3083):

a. Willful disobedience of a lawful court order may be contempt of court (CCP§1209-22) and a misdemeanor (PC§166).

b. Such failure may be a lawful reason for the court to change the legal and physical custody of a minor child.

c. Other consequences, if any, may be specified in this agreement or by court order.

206.  SOLE LEGAL CUSTODY (FC§3006) is awarded to the  Petitioner  Respondent, who shall have the right and responsibility to make decisions relating to the health, education and welfare of each minor child.

**PHYSICAL CUSTODY** of each minor child is awarded as follows (Select one of the following or skip to ¶211):

207.  JOINT PHYSICAL CUSTODY. (FC§3004) Each parent shall have significant periods of physical custody. Joint physical custody shall be shared by the parents in such a way so as to insure each minor child of frequent and continuing contact with both parents. (See ¶211 for specific arrangements, if any)

208.  SOLE PHYSICAL CUSTODY (FC§3007) is awarded to  Petitioner  Respondent. Each minor child shall reside with and be under the supervision of that parent subject to the power of the court to order visitation.

Reasonable visitation  IS (OR)  IS NOT, awarded to the  Petitioner  Respondent.

(See ¶211 for specific arrangements, if any)

209.  PRIMARY PHYSICAL CUSTODY is awarded to the  Petitioner  Respondent, who shall have the primary responsibility for the care, custody and control of each minor child, however the other parent shall also have the care, custody and control of each minor child during the time periods specified herein, or if no specific time periods are set forth herein, during reasonable times and for reasonable periods so as to insure each child of frequent and continuing contact with both parents. (See ¶211 for specific arrangements, if any)

210.  PHYSICAL CUSTODY shall be SHARED by the parties according to the following parenting plan (see ¶211):

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**PHYSICAL CUSTODY ORDERS (continued):**

211. **PARENTING PLAN:**  Petitioner  Respondent shall have the custody of and responsibility for each minor child during the following time periods and the times not specified herein shall be for the other party:

(ONLY CHECK BOXES THAT APPLY, COMPLETE BLANKS THAT APPLY AND CIRCLE THE OPTIONS THAT APPLY)

- Alternate weeks or weekends from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Alternate weeks or weekends from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- 1st  2nd  3rd  4th  5th weekends of each month from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m.
- 1st  2nd  3rd  4th  5th weekends of each month from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m.  
(1st weekend is the weekend with the first Saturday of each month)
- Each week from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week on \_\_\_\_\_ day(s) from \_\_\_\_\_ m to \_\_\_\_\_ m starting \_\_\_\_\_.
- Each week on \_\_\_\_\_ day(s) from \_\_\_\_\_ m to \_\_\_\_\_ m starting \_\_\_\_\_.

Vacation periods, holidays, and other non-school periods shall be shared by the parties as follows and the above schedule shall not apply to the time periods specified below:

- Thanksgiving break from \_\_\_\_\_ day at \_\_\_\_\_ m to \_\_\_\_\_ day at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Winter vacation, first part, from last day of school/\_\_\_\_\_ at \_\_\_\_\_ m to Dec 24 / 25 / 26 / \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even /all years with RESPONDENT.
- Winter vacation, second part, from Dec 24/ 25/ 26/\_\_\_\_\_ at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Spring vacation, all or first part, from last day of school/\_\_\_\_\_ at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Spring vacation, second part, \_\_\_\_\_ day at \_\_\_\_\_ m to day before school resumes/ \_\_\_\_\_ day at \_\_\_\_\_ m in odd/ even/ all years with PETITIONER and in odd/ even/ all years with RESPONDENT.
- Summer or other breaks (including year round school breaks) shall be shared by alternating one /two / \_\_\_\_\_ week periods with  PETITIONER  RESPONDENT having the first period starting on the last school day at \_\_\_\_\_ m in odd/ even/ all years and the other party having the first period in odd/ even/ all years.
- \_\_\_\_\_ weeks each summer for PETITIONER who shall give written notice of dates by \_\_\_\_\_.  
Failure to give such notice results in the other party having priority if dates conflict.
- \_\_\_\_\_ weeks each summer for RESPONDENT who shall give written notice of dates by \_\_\_\_\_.  
Failure to give such notice results in the other party having priority if dates conflict.
- Monday holidays to be with the party who has the weekend, extending such weekend 24 hours.  
(including MLK, PRESIDENTS, CHAVEZ, MEMORIAL, LABOR and COLUMBUS DAYS)
- If Mother's Day or Father's Day occurs on a weekend otherwise scheduled for the other party, the parties shall exchange the entire weekend for that party's next scheduled weekend.
- All holidays not specified otherwise shall be  SHARED OR  ALTERNATED ANNUALLY by the parties.
- Other:

Other occasions not specified above such as NEW YEARS, LINCOLN'S BIRTHDAY, Passover, Easter, Mother's Day, Father's Day, 4th OF JULY, Rosh Hashanah, Yom Kippur, Halloween, THANKSGIVING, Chanukah, CHRISTMAS, birthdays, and Monday holidays shall be shared as follows (CALIFORNIA LEGAL HOLIDAYS IN CAPITAL LETTERS):

√	other occasions	times w/petitioner	years	times w/respondent	years
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all
		to	odd/even/all	to	odd/even/all

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220. OTHER ORDERS RELATING TO THE LEGAL AND PHYSICAL CUSTODY OF MINOR CHILDREN (Optional):

221. In the event of any dispute regarding custody, visitation, time sharing or other matters concerning a minor child, the parties shall attempt to mediate such dispute through Family Court Services (the Conciliation Court). (FC§§3160 - 3186)

222.  Each party shall advise the other of his or her current address, place of employment and phone numbers and shall advise the other of any changes as soon as reasonably possible. (OR, within \_\_\_\_\_ days of any such change)

223.  Each party shall advise all schools and health care providers of the name, address and phone numbers of the other party in any registration, enrollment, emergency notification or other forms in which family information is requested.

224.  Each party shall provide the other, within a reasonable period of time, with copies of all schedules of school and extracurricular activities, school report cards, progress and special reports, medical reports and health care instructions regarding any minor child.

225.  Each party shall advise the other, within a reasonable period of time prior thereto, of all school and extra curricular activities of any minor child in which parents are invited or allowed to observe or participate.

226.  Each party shall advise the other, within a reasonable period of time prior thereto, of any medical and mental health treatment or evaluation of any minor child, including the name and address of the provider of such services.

227.  In emergency situations, either party may authorize necessary health care treatment and procedures for any minor child and such party shall notify the other thereof as soon as reasonably possible.

228.  Neither party shall make derogatory nor disparaging remarks about the other to or in the presence of, or within the hearing of, any minor child.

229.  Neither party shall be under the influence of alcohol, nor other substance which substantially impairs that party's ability to care for a minor child, at any time such party is responsible for the health and safety of any minor child.

230.  Neither party shall change the residence of any minor child from the state of California (AND  from the counties of Los Angeles and \_\_\_\_\_ ) without the prior written consent of the other or prior order of court.

231.  Neither party shall change the residence of any minor child for more than 30 days, without the written consent of the other or an order of this court, without giving written notice to the other party in the manner provided in FC§3024.

232.  A party who is unable to assume responsibility for the care of any minor child during any scheduled period of custody for that party is responsible for making adequate alternative arrangements for the care of such child.

233.  (For joint legal custody orders) The rights (to make decisions, that the parties shall share, relating to the health, education and welfare of each minor child under paragraph 205, include, but are not limited to:

- (1)  Enrollment or termination of attendance in any public or private school.
- (2)  Participation in regularly occurring extra curricular activities.
- (3)  Non emergency medical, dental and orthodontic treatment other than routine checkups.
- (4)  Participation in mental health counseling, therapy or treatment.
- (5)  Change in area of child's residence. (6)  Issuance of driver license. (7)  Issuance of a passport.
- (8)  Other:

250. ORDERS FOR TRANSPORTATION AND EXCHANGE OF PHYSICAL CUSTODY / VISITATION (Optional):

251.  Each party shall provide for the transportation of each minor child at the  BEGINNING or  ENDING of that party's period of physical custody except as otherwise provided herein.

252.  Petitioner  Respondent shall provide for all transportation for exchanges of physical custody or visitation except as otherwise provided herein.

253.  The parties shall exchange periods of physical custody through each child's school or child care provider when such exchanges are to occur at times when that child is attending school or child care. If the child is absent from such location the receiving party shall pick up the child from the other parties residence unless agreed or specified herein.

260. OTHER ORDERS:

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300. **CHILD SUPPORT ORDERS** (FC§3500 et seq.):

301.  A completed STIPULATION TO ESTABLISH OR MODIFY CHILD SUPPORT AND ORDER, on Judicial Council form FL-350, is filed herewith or has been filed and remains in full force and effect. OR

302.  Petitioner  Respondent shall pay the  petitioner  respondent for the support of each minor child, the amounts set forth below,  through the California State Disbursement Unit (complete ¶311 for such orders)

payable one half on the 1st and 15th days of each month commencing: \_\_\_\_\_.

OR  payable on the \_\_\_\_\_ day(s) of each month commencing: \_\_\_\_\_.

child's name	birth date	amount/mo.	child's name	birth date	amount/mo.
		\$			\$
		\$			\$
		\$			\$
TOTAL CHILD SUPPORT AMOUNT PAYABLE EACH MONTH					\$

The above payments shall continue for each child until such child reaches the age of 18 years, dies, marries or is otherwise emancipated or until further order of court, whichever first occurs.

The above payments shall continue for an unmarried child who has attained the age of 18 years, is a full time high school student, and who is not self supporting, until the time the child completes the 12th grade or attains the age of 19 years, which ever first occurs. (FC§3901)

The person to whom payments are made, shall notify the person ordered to make the payments of the happening of any contingency terminating child support as provided by FC§4007.

303. **BASIS FOR CHILD, SPOUSAL AND FAMILY SUPPORT CALCULATION** (Optional, FC§4005)

A printout of a computer calculation of the parties' financial circumstances is attached or on file herein.

OR, the parties' financial circumstances are as follows:

	petitioner	respondent
federal tax filing status (FC§4059a):		
approximate percentage of physical custody (FC§4055b1D):	%	%
gross monthly income or earning capacity (FC§4058):	\$	\$
net monthly disposable income (FC§4059-60):	\$	\$
hardship expenses (FC§4071):	\$	\$
health insurance / plan premiums (FC§4059d):	\$	\$
other (FC§4059):	\$	\$
child care costs:	\$	\$

304. **ORDERS FOR CHILD CARE COSTS** (FC§4062(a)(1)): The child care costs related to employment or to reasonably necessary education or training for employment skills shall be paid as follows:

The above child support includes a contribution towards the child care expenses for one or more minor children.

Each party shall pay one half of such child care costs in addition to any other support.

Petitioner shall pay (\$ or %) \_\_\_\_\_ and respondent shall pay (\$ or %) \_\_\_\_\_ of such child care costs.

Each party shall be responsible for child care expenses during that party's periods of physical custody.

Other orders for child care costs: \_\_\_\_\_

305. **STIPULATED CHILD SUPPORT DECLARATIONS** (FC§4065) (Mandatory if amount differs from guideline formula):

Child support  is  is not based on the Statewide Uniform Guideline.

The parties are fully informed of their rights concerning child support, this support order is agreed to without coercion or duress, is in the best interest of each minor child, and the needs of each minor child will be adequately met by the agreed amount of child support herein.

The right to support has not been assigned to the county pursuant to §11477 of the Welfare and Institutions Code and no public assistance application is pending.

306. **JOINER IN STIPULATION LOCAL CHILD SUPPORT AGENCY** (FC§4065(c)):

(Mandatory where Local Child Support Agency (LCSA) providing services pursuant to WIC§11477)

LCSA by: (name) \_\_\_\_\_

Signature of Local Child Support Agency representative

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CHILD SUPPORT ORDERS (Continued):

307. MODIFICATION OF CHILD SUPPORT (Notice required by FC§4010):

Child support orders may be modified under the provisions of FC§§3591, 3650-3680. Information on modification of child support is provided in judicial council form FL-192, "Information sheet on changing a child support order," available in the clerk's office, and assistance may be obtained through the Office of the Family Law Facilitator.

308. WAGE AND EARNINGS ASSIGNMENT ORDER (Mandatory under FC§5230):

A Wage and Earnings Assignment Order, judicial council form FL-195, shall be filed ordering the employer of the obligor to pay to the obligee that portion of the obligor's earnings as will be sufficient to pay an amount to cover the support ordered in this case and any amount ordered by the court toward the liquidation of the following arrearages:

- a monthly payment of \$ \_\_\_\_\_ toward arrearages of \$ \_\_\_\_\_ in child support as of \_\_\_\_\_
- a monthly payment of \$ \_\_\_\_\_ toward arrearages of \$ \_\_\_\_\_ in spousal support as of \_\_\_\_\_

Interest is not included in the above amounts unless specified herein:

309. ORDERS FOR HEALTH CARE COVERAGE AND COSTS FOR CHILDREN (Mandatory under FC§3751(a)(2)):

Petitioner  Respondent  Both parents shall maintain health insurance coverage under FC§§3750-3753 for the benefit of each supported child if that insurance is available at no cost or at reasonable cost to the parent as defined by FC§3751(a)(2), (presumed reasonable if does not exceed 5% of gross income). If such coverage is not available, such coverage shall be obtained if it becomes available at no cost or reasonable cost.

Each parent shall provide the other with insurance coverage information, identification documents, claim forms and other documents and information necessary to utilize insurance coverage for each supported child and to obtain reimbursement for health care services costs incurred for each supported child.

Any reimbursement due from one party to the other under this order or otherwise under FC§4063 shall be paid within 30 days of demand in the manner specified in FC§4063 unless a different period of time is specified here: \_\_\_\_\_

(Judicial Council form FL-192 contains additional information on health care costs and reimbursement procedures)

Reasonable and necessary health care costs of each supported child not covered by insurance, including medical, pharmaceutical, vision, dental, orthodontic and mental health costs, shall be shared equally by the parents (unless a different allocation is set forth below), and each parent shall reimburse the other for his or her share of such expenses paid by the other.

The parties waive the right to written notice of an application for a health insurance coverage order under FC§3761.

310. DEPENDENCY EXEMPTIONS (Optional):

In absence of any specific agreement the custodial parent is usually entitled to claim exemptions (see IRC§152(e)).

Petitioner  Respondent shall have the right to claim  each minor child, OR  each child listed below, as a dependent and exemption for all state and federal income tax purposes  every year, OR  in each year listed below, and each party shall execute and deliver, on demand, any documents necessary for such claim, including IRS form 8332.

A party required to pay child support to the other shall not make the above claims for any year for which the full amount of child support has not been paid.

311. INFORMATION REQUIRED FOR STATE DISBURSEMENT ORDERS (Mandatory for welfare recipients, FC§4200):

All support payments shall be paid to the office of the **CA State Disbursement Unit, PO Box 989067, West Sacramento, CA 95798-9067** by check or money order including the number of this case.

The CHILD SUPPORT CASE REGISTRY FORM (FL 191) shall be completed and submitted to the court

The Local Child Support Agency may appear on behalf of the public interest in any proceeding to enforce support.

312. OTHER ORDERS:

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400. **SPOUSAL OR FAMILY SUPPORT ORDERS** (FC§§92, 142, 3590-3604, 3650-3654, 4300-4360):

Unless otherwise agreed in writing, the obligation of a party under an order for support of the other party terminates upon the death of either party or the remarriage of the other party (FC§4337).

401.  The court reserves jurisdiction to award spousal support to  both parties  Petitioner  Respondent until further order of court or until the date of \_\_\_\_\_, whichever first occurs.

402.  Petitioner  Respondent shall pay  Petitioner  Respondent, as  spousal support  family support: \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, (If step down:) then \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, then \$ \_\_\_\_\_ per month beginning \_\_\_\_\_,

payable one half on the 1st and 15th days of each month, OR  on the \_\_\_\_\_ day(s) of each month.

payable through the California State Disbursement Unit (complete ¶311).

payable by wage and earnings assignment order (FC§5230 and judicial council form FL-435 or FL-195).

403. These payments shall continue until further order of court, the date of \_\_\_\_\_ or until termination by law under FC§4337, whichever first occurs.

404.  The duration of the court's jurisdiction over spousal support  MAY NOT BE, OR  MAY BE extended if an application to extend jurisdiction is filed herein prior to the date that either the court's jurisdiction or any spousal support order otherwise expires.

405. **CAUTION, THE FOLLOWING WAIVER TERMINATES THE PARTIES' RIGHTS TO SPOUSAL SUPPORT.**

IN A PROCEEDING FOR DISSOLUTION OR LEGAL SEPARATION THE COURT WOULD OTHERWISE RETAIN JURISDICTION TO AWARD SPOUSAL SUPPORT TO EITHER PARTY INDEFINITELY WHERE THE MARRIAGE IS OF LONG DURATION. A MARRIAGE IS PRESUMED TO BE OF LONG DURATION IF OVER 10 YEARS BUT THIS MAY ALSO APPLY TO SHORTER DURATIONS (FC§4336).

406.  Petitioner and respondent both waive any and all rights to receive spousal support from the other at any time hereafter. No spousal support shall be paid by either party to the other and the court shall not retain jurisdiction to award spousal support to either party from the other at any time hereafter regardless of the needs or ability to pay of either party or any other circumstances. The right to receive spousal support or alimony from the other is terminated forever.

The parties should initial here if they agree with, have read and understand this **SPOUSAL SUPPORT WAIVER:**

Petitioner:  Respondent:

407. **HEALTH CARE COVERAGE AND COSTS FOR SPOUSE:**

Petitioner  Respondent shall maintain health insurance coverage for the benefit of the other, if eligible for such coverage under an existing insurance plan, to continue for so long as the other is eligible, and shall notify the other as soon as possible upon receiving notice of termination of such eligibility and of information necessary to convert such policy to any other available policy for which the other party would be eligible. (including COBRA rights, see H&SC§§1366.20-.28, 1373.621 and IRC §4980B).

408. **SPOUSAL SUPPORT ADMONITION** (FC§4330):

The parties acknowledge, by signing this agreement, that it is the goal of this state that each party shall make reasonable good faith efforts to become self-supporting as provided for in FC§4320. The failure to make good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating support.

409. **OTHER ORDERS:**

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Date:	Case Name:	Case Number:
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500. **PROPERTY DIVISION ORDERS** (FC§§65, 130, 760-853, 2500-2660):

501. The following PROPERTY, whether community or separate, is awarded and confirmed to the PETITIONER as the separate property of the petitioner, along with any and all encumbrances thereon, and petitioner shall hold respondent harmless from such encumbrances:

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502. The following PROPERTY, whether community or separate, is awarded and confirmed to the RESPONDENT as the separate property of the respondent, along with any and all encumbrances thereon, and respondent shall hold petitioner harmless from such encumbrances:

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503. The following DEBTS (FC§§2620-23), whether community or separate, are awarded and confirmed to the PETITIONER as petitioner's separate debts, and petitioner shall hold respondent harmless from these obligations:

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504. The following DEBTS (FC§§2620-23), whether community or separate, are awarded and confirmed to the RESPONDENT as respondent's separate debts, and respondent shall hold petitioner harmless from these obligations:

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Date:	Case Name:	Case Number:
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**505. SALE OF PROPERTY ORDERS:**

The following property shall be offered for sale and sold for the fair market value as soon as a willing buyer can be found, and the net proceeds therefrom shall be divided equally unless a different division is specified herein:

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**506. EQUALIZATION OF DIVISION OF PROPERTY AND DEBT ORDERS:**

To equalize the division of the community property assets and obligations the  Petitioner  Respondent shall pay to the other party the sum of \$ \_\_\_\_\_ payable as follows: \_\_\_\_\_

**507. ORDERS FOR DEFERRED SALE OF FAMILY HOME (FC§§3800-3810) OR OTHER PROPERTY:**

508. The parties own undivided interests in the following property which they shall continue to hold in equal shares as tenants in common unless otherwise specified herein. The parties, by signing this agreement, hereby terminate any joint tenancy interests or other survivorship interests in the following property:

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509.  Petitioner  Respondent shall have the exclusive use and possession of the above property on the following conditions:

- a.  That party shall pay all payments due on encumbrances and property taxes and shall have the right to claim such expenses as deductions for all income tax purposes;
- b.  That party shall maintain reasonable amounts of fire and liability insurance on the property;
- c.  That party shall pay all costs of ordinary maintenance and repair of the property. Extraordinary maintenance and repair may be shared between the parties only with the written consent of the other party or further court order.

The above property shall be offered for sale and sold for the fair market value thereof as soon as a willing buyer can be found upon demand of either party at any time after the happening of the first of the conditions checked below:

- The date of \_\_\_\_\_.
- That party no longer using the property as the principal residence of said party and a minor child of the parties.
- The failure of that party to comply with conditions a. or b. above.
- Other:

Upon sale of the above property, after payment of broker's commissions, encumbrances, and other costs of sale, the net proceeds shall be divided equally between the parties except that any lien or encumbrance incurred by either party alone, which is not a community obligation, shall be charged only to that party's share of the proceeds.

The parties shall cooperate in the sale and listing for sale of said property including signing and delivering necessary documents and making the property reasonably available for prospective buyers and brokers.

510. This court retains jurisdiction to make any orders necessary to resolve any disputes concerning the maintenance, listing, sale and disposition of proceeds from any property ordered sold and the tax consequences thereof, and to modify the provisions hereof relating to any deferred sale, including the date of sale thereof, as provided in FC§§3807-8.

**511. OTHER ORDERS:**

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Date:	Case Name:	Case Number:
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**550. PENSION, RETIREMENT, EMPLOYEE BENEFIT PLAN ORDERS (FC§§80, 2060-2074, 2610):**

The parties own interests in the following pension, retirement and other employee benefit plans (FC§80):

Include the name, address, and description of each plan and the administrator thereof, or if the name of the plan or administrator is not known list the name and address of each employer, where either party worked or earned benefits at any time during marriage.

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**551.  TO THE EMPLOYER/PLAN ADMINISTRATOR OF EACH PLAN IDENTIFIED ABOVE:**

**Each party identified above is provisionally awarded without prejudice, and subject to adjustment by a later domestic relations order, a separate interest equal to one-half of all benefits accrued or to be accrued under any retirement plan in which one party has accrued a benefit, including but not limited to the plans listed below, as a result of employment of the other party during the marriage or domestic partnership and before the date of separation. In addition, pending further notice, the plan must, as allowed by law, or as allowed by the terms of the plan in the case of a governmental plan, continue to treat the parties as married persons or domestic partners for purposes of any survivor rights and benefits available under the plan to the extent necessary to provide for payment to the surviving spouse or domestic partner of an amount equal to that separate interest or of all of the survivor benefits if at the time of death of the participant there is no other eligible recipient of the survivor benefit.**

552.  Each party is awarded one half of the community property interests in the above plans and benefits unless a different division is specified by written agreement of the parties. The community interest is that portion of the total plan or benefit determined by a fraction with the numerator representing the period of participation (or length of service) in the plan during marriage before separation and the denominator representing the total period of participation in the plan (or total length of service).

553. Each party who is a participant in a plan listed above must join that plan as a party to this case when joinder is required by law. (See Retirement Plan Joinder—Information Sheet [form FL-318-INFO].) A copy of this order should promptly be delivered to the plan or administrator thereof to help preserve your rights pending further orders or proceedings.

The parties are advised that further court orders may be required to enforce the division of these plans and benefits and to otherwise protect either party's rights to such plans and benefits. A Qualified Domestic Relations Order ("QDRO") or other order may be required under federal or state law. Each party should seek legal advice on this matter as soon as possible to help prevent loss of rights or benefits.

The court reserves and retains jurisdiction to make further orders necessary or appropriate to divide such plans and benefits including orders under FC§2610.

554. The attorney for the  Petitioner  Respondent (or that party if unrepresented) shall prepare any QDRO or other court orders necessary to divide the above plans (OR plan numbers \_\_\_\_\_ above) and benefits and shall submit such proposed orders to the other party or attorney for approval before submitting such orders to the court.

555. The attorney for the  Petitioner  Respondent (or that party if unrepresented) shall apply for an order joining the above plans (OR plan numbers \_\_\_\_\_ above) as parties hereto under the provisions of FC§§2060-2065.

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