

**Superior Court of California
County of Sacramento**

In the Matter of:

Case No.: _____ **Dept.:** _____

Petitioner,
and

Respondent

FAMILY LAW

STIPULATION AND ORDER

DATED: _____

Petitioner (present) (not present) represented by Attorney, _____

Respondent (present) (not present) represented by Attorney, _____

Claimant/Minor's Counsel (present) (not present) represented by Attorney, _____

THE PARTIES HEREBY STIPULATE AND AGREE as follows:

1. **CHILD CUSTODY:** This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (California Family Code § 3400, et. seq.). The responding party was given notice and an opportunity to be heard as provided by the laws of the State of California. The country of habitual residence of the child(ren) is the United States of America or other: _____
Violation of this order, may subject the parties to civil or criminal penalties, or both. (Family Code § 3048)

The parties are the parents of the following minor children:

<u>Name</u>	<u>Date of Birth</u>	<u>Gender</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The parties agree to the following custody arrangement:

Legal Custody: joint; sole to _____; Physical Custody joint; sole to _____.

Parenting Time/Visitation to petitioner respondent _____: reasonable; as follows:

Absent written agreement, a parent intending to change the residence of a child for more than 30 days will provide the other parent at least 45 days advance notice of the proposed change in residence.

Neither party shall remove a child from the State of California for purposes of changing a child's residence without written agreement from the other party or court order.

2. **CHILD SUPPORT:** _____ will pay to the other party \$_____ per month as and for the support of the minor child/children, (allocated _____), beginning on (date) _____, and payable on the _____ day of each month by wage assignment and payable directly to the other party until wage assignment is effective.

The parties are the parents of the following minor children: Same as above

<u>Name</u>	<u>Date of Birth</u>	<u>Gender</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All child support payments shall continue until further order of the court, or until the child marries, dies, is emancipated, reaches age 19, or reaches age 18 and is not a full-time high school student, whichever occurs first.

The parties acknowledge that they are fully informed of their rights concerning child support, including the right to have child support awarded in accordance with legislatively determined guidelines.

Both parties shall file a Child Support Case Registry form (FL 191) in compliance with CRC 5.330(c).

Both parties shall file another Child Support Case Registry form (FL 191) form within 10 days of any change in the previously provided information. (Family Code § 4014)

Both parties shall notify each other of any changes within 10 days of the change in the name or address of his or her current employer. (Family Code § 4014)

The parties declare that (i) this order is being agreed to without coercion or duress; (ii) the agreement is in the best interests of the child (ren) involved and (iii) the needs of the children will be adequately met by the stipulated amount.

The right to support has not been assigned to a county pursuant to section 11477 of the Welfare and Institutions Code and public assistance (welfare) is not now being paid and an application for public assistance is not pending.

This stipulated order for child support is based upon petitioner's gross monthly wages of \$ _____ and respondent's gross monthly wages of \$ _____.

Parenting time: Petitioner: _____%; Respondent: _____%. computerized guideline support calculation attached.

_____ (both parents) will maintain for the benefit of the minor child (ren) health care coverage available at reasonable costs through employment. The parties will pay equally all non-covered medical, dental, vision (and the following, which are checked):

_____ prescription, _____ orthodontic, _____ mental health care) charges reasonably incurred on behalf of the minor child(ren).

As additional child support the parties will pay costs of day care incurred to permit employment or reasonably necessary job training as follows:

- Petitioner must pay: _____ % of total or \$ _____ per month child care costs.
- Respondent must pay: _____ %; of total or \$ _____ per month child care costs.
- the current cost is: \$ _____.

- Costs to be paid as follows:
- payment made directly to provider; payment made through a wage and assignment order,
- payment made directly to mother/father

3. **SPOUSAL/PARTNER SUPPORT:** _____ will pay the other party \$ _____ per month (on the _____ day) (½ on the _____ day and ½ on the _____ day) of each month starting (date) _____. (Payable by wage assignment.) Spousal/Partner Support is payable until the death of either party, the remarriage of the recipient, registration of new partnership, or further order of the court.

4. **ATTORNEY'S FEES AND COSTS.** The parties agree that _____ will pay to the (the other party) (the other party's attorney) \$ _____ on account of attorney's fees and \$ _____ on account of costs, (payable by _____) payable at the rate of \$ _____ per month commencing _____); the entire balance will become due if any payment is not made within ten days of the due date.

5. **PROPERTY RESTRAINT.** Each party is restrained from transferring, encumbering, hypothecating, concealing or in any way disposing 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.

Each party is restrained from cashing, borrowing against, canceling, transferring, disposing of, of changing the beneficiaries of any insurance or other coverage including life, health, automobile, and disability held for the benefit of the parties or their minor child(ren). Neither party will incur any debts or liabilities on which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.

6. **EXCLUSIVE USE OF PROPERTY.** _____ will receive the exclusive temporary use and possession of the following described property subject to the following described conditions., if any:

7. **OTHER ORDERS:**

Case No.: _____

Matter of: _____

Hearing date is continued to _____.

SIGNATURE OF PARTIES

I have read the entire stipulation and agreement consisting of _____ pages. I understand it fully and request that this stipulation and agreement be incorporated by the court as its order. I agree that the court will reserve jurisdiction over all matters before the court not resolved by this agreement. I understand that willful failure to comply with the provisions of this order may constitute contempt of court and may be punished by fine and/or imprisonment. I waive any and all rights to formal notice of this order.

Dated: _____
_____ Petitioner

Dated: _____
_____ Respondent

Dated: _____
_____ Claimant

APPROVED AS TO FORM AND CONTENT:

Dated: _____
_____ Attorney for Petitioner

Dated: _____
_____ Attorney for Respondent

Dated: _____
_____ Attorney for Claimant/Minor's Counsel

Pursuant to stipulation of the parties, **IT IS SO ORDERED.**

Dated: _____
_____ Judge of the Superior Court