

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO**

In re the Marriage of:

Petitioner: _____

and

Respondent: _____
_____ /

Case No. _____

- ORDER AFTER HEARING**
- STIPULATION & ORDER ON**
 - ORDER TO SHOW CAUSE**
 - NOTICE OF MOTION**
 - REVIEW**

Date: _____

Time: _____

Dept: _____

Petitioner Husband Wife, present not present,
represented by Attorney _____.

Respondent Husband Wife, present not present,
represented by Attorney _____.

THE PARTIES HEREBY STIPULATE AND AGREE that as to the items checked below the Court shall make the following:

- Temporary order pending trial or further order of the Court
- Order modifying existing order
- Order modifying all previous orders

1. PRIOR ORDERS.

All prior orders shall remain in effect except as modified by this Stipulation and Order.

Initialed: Husband / : _____ Wife / : _____ Attorney for Husband / : _____ Attorney for Wife / : _____
Father Mother Father Mother

MANDATORY FINDINGS BY THE COURT:

JURISDICTION: This Court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (Part 3 of the California Family Code commencing with Section 3400).

NOTICE AND OPPORTUNITY TO BE HEARD: The responding party was given notice and an opportunity to be heard as provided by the laws of the State of California.

COUNTRY OF HABITUAL RESIDENCE: The country of habitual residence of the child or children in this case is the United States of America other (specify): _____

PENALTIES FOR VIOLATING THIS ORDER: If you violate this order, you may be subject to civil or criminal penalties, or both.

Child custody and visitation rights of each party are as set forth in this order.

2. CUSTODY AND VISITATION.

2a. Custody and/or visitation shall be as stated in the Family Court Services mediation report dated _____. The parties shall comply with the terms of the recommendations / agreements as specifically set forth in Exhibit "A" attached hereto which shall be incorporated by reference, save and except as follows (if no changes write "NONE"):

per Attachment (describe): _____

2b. LEGAL CUSTODY of the minor child(ren) is awarded jointly, to Mother Father.
PHYSICAL CUSTODY of the minor child(ren) is awarded jointly, to Mother Father.
Primary residence of the minor child(ren) is awarded jointly, to Mother Father.

2c. VISITATION / PERIODS OF CUSTODY: Mother Father, shall have visitation supervised visitation as set forth in the attached Supervised Visitation Order (Judicial Council form FL-345(A) OR periods of physical custody, as follows:

per Attachment (describe): _____

The other party shall have custody at all other times. Each parent must notify the other parent of any change of address during the minority of the child(ren) in writing within five (5) days of any change.

3. CUSTODY INVESTIGATION.

The matter is referred to _____ for an investigation and report on custody and/or visitation. The Court shall retain jurisdiction to allocate costs. The Court sets this matter for receipt of the child custody / visitation report for _____ at 8:30 a.m. and continues said issues to that date and time.

4. FAMILY MEDIATION.

The matter is referred to Family Court Services for mediation regarding custody and/or visitation, and Mother Father both parties, shall contact Family Court Services forthwith.

5. RESTRAINING ORDERS RELATED TO CHILDREN.

Both parties are enjoined and restrained from:

- 5a.** Removing the minor child(ren) from _____ except on order of Court or with prior written consent of the other party.
- 5b.** Making derogatory remarks to or about the other in the presence of the minor child(ren) and/or allowing others to do so.
- 5c.** Discussing with the minor child(ren) or in their presence any issue relating to the parties' dissolution of marriage, including but not limited to, issues of custody and visitation.
- 5d.** Inflicting corporal punishment upon their minor child(ren), or allowing any third party to do so.
- 5e.** Providing their minor child(ren) or any third party with any mediation report and/or evaluation report, either whole or in part.
- 5f.** Other (describe): _____

CHILD ABDUCTION PREVENTION ORDERS.

The Court finds that there is a risk that (*name of parent*): _____ might take the children without permission and hereby attaches the Child Abduction Prevention Orders Attachment (Judicial Council Form FL-341(B)) to this order and makes it a part of this order.

6. CHILD SUPPORT.

6a. The parties are fully informed of their rights concerning child support under Part 2 of Division 9 of the Family Code (beginning with §3900). They make this agreement freely, without coercion or duress. The needs of their child(ren) will be adequately met by the stipulated amount of support under this agreement. This agreement is in the best interests of the child(ren) involved.

The right to support has not been assigned to any county and no application for public assistance is pending in _____ County.

(6. Child Support continued)

The right to support has been assigned and/or an application for public assistance is pending in _____ County, Local Child Support Agency, Case No. _____.

6b. PURSUANT TO CALIFORNIA FAMILY CODE §4053-4062, THE COURT FINDS THAT:

Mother's gross monthly income is \$ _____, her monthly deductions are \$ _____, and her net monthly disposable income is \$ _____.

Mother's federal income tax filing status is _____ with _____ exemptions.

Father's gross monthly income is \$ _____, his monthly deductions are \$ _____, and his net monthly disposable income is \$ _____.

Father's federal income tax filing status is _____ with _____ exemptions.

Mother has primary physical custody of the child(ren) _____% of the time and Father has primary physical custody of the child(ren) _____% of the time.

The statewide uniform guideline child support is:

as described in the attached DissoMaster printout

\$ _____ per month, plus

\$ _____ per month further for:

- necessary child care costs
- uninsured health care costs

The Court orders the following additional child support payable

by _____ to _____ for:

educational or other special needs at \$ _____ per month

travel expenses at \$ _____ per month

The presumption provided by California Family Code §4054 is rebutted because the following admissible evidence is applicable by a preponderance of the evidence:

The parties have stipulated to a different amount of child support.

Facts and information on the attached DissoMaster are incorporated by reference.

(6. Child Support continued)

6c. Mother Father, shall pay to Mother Father, the sum of:

Child Support	Child Care Costs as Additional Child Support	Total	for Child's Name
\$ _____	\$ _____	\$ _____	_____
\$ _____	\$ _____	\$ _____	_____
\$ _____	\$ _____	\$ _____	_____
\$ _____	\$ _____	\$ _____	_____

for a grand total of \$ _____ per month,

payable on the _____ ½ on the 1st and ½ on the 15th, of each month,

commencing _____, and continuing monthly thereafter until each child marries, dies, is emancipated, reaches 19, or reaches 18 and is not a full-time high school student residing with a parent, or further order of the Court, whichever occurs first.

6d. Mother Father, shall pay the monthly child care costs directly to the child care provider when due.

6e. Mother Father, shall pay _____% of the monthly child care costs related to work and/or education.

6f. Mother Father, shall pay _____% of the following monthly costs for the minor child(ren): _____

6g. Mother Father, shall apply for and/or maintain health insurance coverage for their minor child(ren) when such coverage is available to her/him at no cost or at reasonable cost. Mother Father, is hereby notified that a health insurance coverage assignment may be obtained without further notice to him/her in the event of a default in instituting coverage pursuant to this paragraph. Uncovered medical / ordinary dental and/or vision costs for the minor child(ren) shall be paid as follows:

_____ % by Mother _____ % by Father

7. SPOUSAL / FAMILY SUPPORT.

Husband Wife, shall pay spousal family, support of \$ _____ per month, payable on _____ ½ on the 1st and ½ on the 15th, of each month, commencing _____. Such support shall terminate upon the death of the payor and/or payee unless otherwise provided. Support paid pursuant to this provision shall be declared as taxable income by the payee and shall be fully deductible by the payor.

8. WAGE ASSIGNMENT.

"Payor" is _____ and "Payee" is _____.

8a. A wage assignment for child spousal family, support shall issue on the appropriate Judicial Council form. Until the wage assignment actually takes effect, the

(8. Wage Assignment continued)

payor shall pay the support to the payee Local Child Support Agency (formerly the District Attorney Family Support Division -- if support is payable through such office), all support that is due, when it is due, as specified in paragraphs 6d and 7 of this Order.

8b. Service of the wage assignment for child spousal family, support shall be stayed for the following reason(s):

- The payor has a history of uninterrupted, full and timely payment of previously ordered support in the preceding twelve (12) months.
- The payor has posted with the Clerk of the Court a cash bond or cash in an amount equal to three (3) months' support.
- The service of the wage assignment would cause extraordinary hardship upon the payor. The stay shall terminate upon _____
- By agreement of the parties.

8c. The stay of the service of the wage assignment order shall terminate upon the payor's failure to make timely support payments. The payee shall file a declaration signed under penalty of perjury that the payor is in arrears in payment of any portion of the support. At the time of the filing of the declaration, the stay shall terminate by operation of law without notice to the payor.

8d. The payor shall notify the payee Local Child Support Agency of any change of employment and the name and address of his/her new employer within ten (10) days of obtaining new employment.

Name and address of employer: _____

Payor's Social Security Number: _____

Payor's Employer I.D. Number, if any: _____

9. SUPPORT ARREARS.

9a. Support arrears are established in the total amount of \$ _____, exclusive of interest thereon, through _____. Interest on said arrears is established in the total amount of \$ _____ through _____.

9b. Husband/Father Wife/Mother, shall pay \$ _____ per month toward said arrears and interest thereon beginning _____, and continuing monthly thereafter until said sums are paid in full.

9c. Interest shall accrue at the legal rate on the entire unpaid principal balance of the arrears.

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10. SUPPORT PAYMENTS THROUGH THE LOCAL CHILD SUPPORT AGENCY.

All payments for support shall be made to and through the office of the Local Child Support Agency, 435 Executive Court North, Fairfield, CA 94534. Payor shall notify the Local Child Support Agency of any change of address within ten (10) days thereof.

11. PAYMENTS.

The parties shall pay directly to the following creditors the installments as they become due (itemize):

Wife shall pay the following creditors: Monthly Amount:

_____	_____
_____	_____
_____	_____

Husband shall pay the following creditors: Monthly Amount:

_____	_____
_____	_____
_____	_____

Unless otherwise specified, the paying party shall be entitled to reimbursement from the community for payments made.

The parties shall have temporary exclusive use, possession, and control of the following property:

Wife: _____

Husband: _____

13. PERSONAL PROPERTY.

Husband Wife, may go to the family home on _____ for the purpose of picking up personal property and clothing, and the following items:

If the parties cannot agree as to any item to be taken, they shall prepare an inventory thereof, each sign the same, and submit the matter to the Court for determination.

14. ATTORNEY'S FEES.

Husband Wife, shall pay to the attorney for the other party \$ _____ fees and \$ _____ costs, payable forthwith within a reasonable time \$ _____ per month on the _____ of each month, commencing _____. The Court reserves the right to make additional orders for fees and costs prior to trial.

Initialed: Husband / : _____ Wife / : _____ Attorney for Husband / : _____ Attorney for Wife / : _____
Father Mother Father Mother

In re the Marriage of: _____ No. _____ Date: _____

15. STANDARD MUTUAL RESTRAINING ORDERS.

Both parties are enjoined and restrained from:

- 15a.** Transferring, selling, hypothecating, encumbering, concealing, or in any way disposing of any property, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life. Each party shall notify the other of any proposed extraordinary expenses and an accounting of such is to be made to the Court.
- 15b.** Harassing, molesting, annoying or assaulting the other and from contacting the other at his/her residence or place of employment except regarding visitation or in an emergency.
- 15c.** Cashing, borrowing against, canceling, transferring, disposing of or changing the beneficiaries of any insurance or their coverage including life, health, automobile, and disability held for the benefit of the parties or their minor child(ren).
- 15d.** Incurring any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.
- 15e.** Coming within _____ yards of the other's:
 - Residence address: _____
 - Work address: _____
 - Other: _____

OTHER RESTRAINING ORDER TERMS:

- 15f.** The parties hereby modify the automatic restraining orders issued upon the service of the summons, as follows:

- 15g.** The automatic restraining orders issued herein shall continue in effect pending further order of the Court.
- 15h.** The parties are enjoined and restrained from the following:

16. See Other Orders Attachment.

Attorney for Husband / Father

Attorney for Wife / Mother

SIGNATURES OF PARTIES

We have read this entire stipulation and agreement. We understand it fully and request the Court to make our stipulation and agreement the Court's Order. We understand that willful failure to comply with the provisions of this Order will be a contempt of court and may be punished by fine and imprisonment. We waive further notice of this Order.

Husband / Father

Wife / Mother

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

Initialed: Husband / : _____ Wife / : _____ Attorney for Husband / : _____ Attorney for Wife / : _____
Father Mother Father Mother