

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF EL DORADO**

Case Number \_\_\_\_\_

Plaintiff/Petitioner \_\_\_\_\_

Defendant/ Respondent \_\_\_\_\_

Plaintiff/Petitioner:  Present  Not Present; Represented by Attorney \_\_\_\_\_

Defendant/Respondent:  Present  Not Present; Represented by Attorney \_\_\_\_\_

Claimant/Minor:  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: \_\_\_\_\_ (Family Code §3048).

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:**  Petitioner  Respondent will pay to  Petitioner  Respondent \$ \_\_\_\_\_ per month as and for the support of the minor child(ren), (allocated \_\_\_\_\_), beginning on (*date*) \_\_\_\_\_, and payable on the \_\_\_\_\_ day of each month by wage assignment and payable directly to the  Petitioner  Respondent until wage assignment is effective.

All child support payments shall continue until further order of the court, or until the child(ren) marries, dies, is emancipated, reaches age 19, or reaches 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 with the Court and serve on the other party within 10 days, an appropriate pleading advising of any changes in income, place of residence, and/or change in employment, including the new address and phone number.

If a child support payment is made to the local child support agency, (El Dorado County Department of Child Support Services), the parties also shall notify the El Dorado County Department of Child Support Services and the other parent of any change of the name and address of his or her current employer. (Family Code §4014).

The parties declare that (1) this order is being agreed to without coercion or duress; (2) the agreement is in the best interests of the child(ren) involved and (3) the needs of the child(ren) will be adequately met by the stipulated amount.

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

This stipulated order for child support is based upon Petitioner's gross monthly wages: \$ \_\_\_\_\_;  
Respondent's gross monthly wages: \$ \_\_\_\_\_; parenting time of Petitioner \_\_\_\_\_% Respondent \_\_\_\_\_%.

Stipulation and Order

Computerized guideline support calculation attached.

Petitioner  Respondent  both parents will maintain for the benefit of the minor child(ren) health care coverage available at a reasonable cost 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:

- Mother must pay: \_\_\_\_\_% of total or  \$\_\_\_\_\_ per month child care costs.
- Father must pay: \_\_\_\_\_% of total or  \$\_\_\_\_\_ per month child care costs.
- Current cost is: \$\_\_\_\_\_.
- Costs to be paid as follows:
  - payment made directly to provider.
  - payment made through a wage assignment order.
  - payment made directly to Petitioner/Respondent.

3.  **SPOUSAL SUPPORT:**  Petitioner  Respondent will pay to  Petitioner  Respondent \$\_\_\_\_\_ per month beginning \_\_\_\_\_, payable on the \_\_\_\_ day of each month by wage assignment and payable directly to  Petitioner  Respondent until wage assignment is effective. Spousal support is payable until the death of either party, the remarriage of the recipient, or further order of the court.

4.  **ATTORNEY'S FEES AND COSTS:** The parties agree that  Petitioner  Respondent will pay to  Petitioner  Respondent (attorney for  Petitioner  Respondent) \$\_\_\_\_\_ for attorney's fees and \$\_\_\_\_\_ for costs, payable by the \_\_\_\_\_ of each month and continuing until paid in full at the rate of \$\_\_\_\_\_ per month commencing \_\_\_\_\_; the entire balance will become due if any payment is not made within ten (10) 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, and 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:**  Petitioner  Respondent will receive the exclusive temporary use and possession of the following property subject to the following described conditions, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.  **OTHER ORDERS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Matter of: \_\_\_\_\_

Case No. \_\_\_\_\_

OTHER ORDERS CONTINUED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. HEARING DATE IS CONTINUED TO: \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. Dept. \_\_\_\_\_

**SIGNATURE OF PARTIES**

I have read the entire stipulation and agreement consisting of \_\_\_\_\_ pages. I understand 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.

(Date) \_\_\_\_\_ (Petitioner)

(Date) \_\_\_\_\_ (Respondent)

(Date) \_\_\_\_\_ (Claimant)

APPROVED AS TO FORM AND CONTENT:

(Date) \_\_\_\_\_ Attorney for Petitioner

(Date) \_\_\_\_\_ Attorney for Respondent

(Date) \_\_\_\_\_ Attorney for Claimant/Minor's Counsel

PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

(Date) \_\_\_\_\_ JUDGE OF THE SUPERIOR COURT

Stipulation and Order