

CASE NAME: \_\_\_\_\_ CASE # \_\_\_\_\_

**ATTACHMENT TO JUDGMENT**

The parties agree to the following:

Petitioner's name is \_\_\_\_\_.

Respondent's name is \_\_\_\_\_.

We were married on \_\_\_\_\_ and separated on \_\_\_\_\_. Total length of marriage: \_\_\_\_\_, year(s) and \_\_\_\_\_ months.

**SPOUSAL SUPPORT**

(Check one :)

SPOUSAL SUPPORT PAYMENTS:

Petitioner  Respondent shall pay to the other party the sum of \$ \_\_\_\_\_ per month, commencing \_\_\_\_\_ (date). Spousal support payments shall continue until the remarriage of the supported party, death of either party, further court order or \_\_\_\_\_ (date), whichever occurs first.

**OR**

WAIVER/TERMINATION OF SPOUSAL SUPPORT:

Petitioner  Respondent knowingly and intelligently waives the right to receive spousal support from the other party at any time and request(s) the Court terminate jurisdiction over this issue. Each of us understands that the Court will not have the power to order spousal support payable by  Petitioner  Respondent at any time regardless of any future circumstances.

**OR**

RESERVATION OF SPOUSAL SUPPORT JURISDICTION:

The Court must reserve the power to order  Petitioner  Respondent to pay spousal support to the other party until the remarriage of the supported party, death of either party, further court order or \_\_\_\_\_ (date), whichever occurs first.

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**CHILD CUSTODY AND VISITATION**

Legal and physical custody of the minor child/ren shall be as follows:

Minor Child's Name	Date of Birth	Legal Custody	Physical Custody

The party without physical custody shall have the following:

- Reasonable right of visitation mutually agreed between the parties.
  
- As contained in the attached findings and order after hearing, dated \_\_\_\_\_, consisting of \_\_\_\_ page(s).
  
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **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).
2. **Notice and opportunity to be heard.** The responding party was given notice and opportunity to be heard, as provided by the laws of the State of California.
3. **Country of habitual residence.** The country of habitual residence of the child or children in this case is:  the United States     Other: \_\_\_\_\_
4. **Penalties for violating this order.** If you violate this order, you may be subject to civil or criminal penalties, or both.

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**CHILD SUPPORT**

(CHECK ONE)

**CHILD SUPPORT:**  Petitioner  Respondent shall pay to the other parent for support of the minor child/ren, the sum of \$\_\_\_\_\_ per month. Child support shall be allocated between the minor children as follows:

\$ \_\_\_\_\_ for the support of the oldest child

\$ \_\_\_\_\_ for the support of the second child

\$ \_\_\_\_\_ for the support of the third child

\$ \_\_\_\_\_ for the support of the fourth child

The above child support shall be payable commencing \_\_\_\_\_. Child support payments shall continue to be payable until further court order, a child marries, dies, becomes emancipated or reaches the age of 19, or 18 and has graduated from high school, whichever event occurs first.

**OR**

**REFERRED TO DCSS:** The Department of Child Support Services of \_\_\_\_\_ County is currently enforcing support for these minor children; Case number\_\_\_\_\_.

**OR**

**RESERVED:** Based on the custodial relationship and the incomes of the parties, neither party shall be obligated to pay child support to the other at this time. The Court reserves jurisdiction over the issue of child support.

**BASIS OF CHILD SUPPORT AGREEMENT**

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Our child support agreement is based on the following:

Petitioner's gross monthly income is \$\_\_\_\_\_ ; tax filing status is \_\_\_\_\_, resulting in a net income of \$\_\_\_\_\_ ; Respondent's gross monthly income is \$\_\_\_\_\_ ; tax filing status is \_\_\_\_\_, resulting in a net income of \$\_\_\_\_\_ ; Percentage of time each parent has primary responsibility for the children: Petitioner: \_\_\_\_\_% Respondent \_\_\_\_\_%.

Petitioner is experiencing a statutory hardship of \$\_\_\_\_\_ per month.

Respondent is experiencing a statutory hardship of \$\_\_\_\_\_ per month.

**CHILD SUPPORT ACKNOWLEDGMENTS:**  **Petitioner and**

**Respondent acknowledge the following:**

- (I) They are fully informed of their rights concerning guideline child support;
- (II) They have agreed to the child support provisions of this Agreement without coercion or duress;
- (III) This Agreement is in the best interests of the child/ren involved;
- (IV) The needs of the child will be adequately met by this agreed-upon child support; and they have not assigned the right to support to the county, neither party is receiving public assistance and no public assistance application is pending.

**CHILD CARE:** As additional child support,

Each party shall pay one-half of child care expenses reasonable incurred for employment **OR**

Each party shall pay \$\_\_\_\_\_ of child care expenses by the \_\_\_\_\_ day of each month.

Child care payments shall be paid:  directly to the provider

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**MEDICAL INSURANCE:** As and for additional child support,

Petitioner  Respondent shall obtain and/or maintain medical insurance for the minor child/ren if available through their employment at a reasonable cost.

Each party shall pay one-half of any medical, dental, orthodontic, vision or counseling costs incurred for the minor child/ren and not covered by insurance; **OR**

Petitioner shall pay \_\_\_\_%  Respondent shall pay \_\_\_\_% of any medical dental, orthodontic, vision or counseling costs incurred for the minor child/ren and not covered by insurance.

**CHILD SUPPORT ARREARS:**  Petitioner  Respondent owes to

Petitioner  Respondent child support arrears in the principal sum of

\$ \_\_\_\_\_ for the period of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . These arrears shall be paid as follows:

\_\_\_\_\_.

**OTHER CHILD SUPPORT AGREEMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**COMMUNITY PROPERTY DIVISION**

(Check one :)

There is no community property to be divided.

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Each party shall be awarded all furniture, furnishings, appliances, household effects and other items of a personal nature in his/her possession, except as specified below.

**COMMUNITY PROPERTY AWARDED TO PETITIONER:**

Petitioner is awarded as their sole and separate property the following:

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**COMMUNITY PROPERTY AWARDED TO RESPONDENT:**

Respondent is awarded as their sole and separate property the following:

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**The party receiving the property shall be responsible for any debts associated with that property.**

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**COMMUNITY DEBTS**

(Check one :)

There are no community debts to be divided.

**DEBTS TO PETITIONER:** Petitioner shall pay and hold Respondent harmless from the following obligations:

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**DEBTS TO RESPONDENT:** Respondent shall pay and hold Petitioner harmless from the following obligations:

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**OTHER PROPERTY AGREEMENTS:** \_\_\_\_\_

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**PENSION/RETIREMENT BENEFITS:**

**(Check one.)**

There are no pension/retirement, deferred compensation, 401K Plans or other employment benefits earned by either party from his or her employment during this marriage.

The Court reserves jurisdiction to divide any and all retirement benefits, including pension/retirement, deferred compensation, 401K Plans or other employment benefits, earned as a result of  Petitioner's  Respondent's employment during the marriage. Until a final order is made to divide the community interest in these benefits, neither party may borrow against or withdraw any funds from any employment benefits or change the beneficiaries payable in the event of the party's death without first obtaining a written agreement or court order.

Petitioner is assigned all retirement/pension, deferred compensation, 401K Plans or other employment benefits acquired as a result of their employment during the marriage as their sole and separate property.

Respondent is assigned all retirement/pension, deferred compensation, 401K Plans or other employment benefits acquired as a result of their employment during the marriage as their sole and separate property

**PETITIONER'S SEPARATE PROPERTY:** The following assets are confirmed as Petitioner's separate property. Petitioner will pay and hold Respondent harmless on any liabilities regarding these assets:

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**RESPONDENT'S SEPARATE PROPERTY:** The following assets are confirmed as Respondent's separate property. Respondent will pay and hold Petitioner harmless on any liabilities regarding these assets:

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**STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE**

1. Under Family Code Section 2105(d), the parties agree to waive the requirement of Family Code Section 2105(a) concerning the final declaration of disclosure.
  
2. The parties agree as follows:
  - a. We have complied with Family Code Section 2104, and the preliminary declarations of disclosure have been completed and exchanged.
  
  - b.
  
  - c. We have completed and exchanged a current Income and Expense Declaration (form FL-150) that includes all material facts and information on each party's earnings, accumulations, and expenses.
  
  - d. We have fully complied with Family Code section 2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information on:
    - (1) the characterization of all assets and liabilities
    - (2) the valuation of all assets that are community property or in which the community has and interest, and
    - (3) the amounts of all community debts and obligations
  
  - e. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.
  
  - f. 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..
  
  - g. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

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(All boxes must be checked. Read carefully.)

Petitioner and  Respondent acknowledge being fully informed of the facts relating to the subject matter of this agreement and as to each of their rights and responsibilities.  Petitioner and  Respondent declare that they are entering into this agreement voluntarily, free from fraud, coercion or duress of any kind. Each party declares that they have read and fully understand each of the terms of this agreement.

DATED: \_\_\_\_\_, PETITIONER

DATED: \_\_\_\_\_, RESPONDENT

This Agreement is pursuant to a default; the Respondent's signature must be notarized.

**THIS MARITAL SETTLEMENT AGREEMENT IS ORDERED INCORPORATED INTO AND MADE A PART OF THIS JUDGMENT AND THE PARTIES ARE ORDERED TO COMPLY WITH ALL OF ITS TERMS.**

DATED: \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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