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.

There are NO MINOR CHILDREN of this marriage.

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 to the other party 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. _____.

COMMUNITY PROPERTY DIVISION

(Check one :)

☐ There is no community property to be divided.

☐ 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:

_____
_____
_____
_____
_____
_____
_____
_____
_____

☐ **COMMUNITY PROPERTY AWARDED TO RESPONDENT.**
Respondent is awarded as their sole and separate property the following:

_____
_____
_____
_____
_____
_____
_____
_____
_____

Each party shall be responsible for any debts associated with property that party has been awarded.

INITIALS
Petitioner _____

Respondent _____

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:

_____
_____
_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____
_____
_____

☐ **OTHER PROPERTY AGREEMENTS:** _____
_____
_____
_____
_____
_____
_____

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:

_____

_____

_____

☐ **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:

_____

_____

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. 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.

    c. 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

    d. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.

    e. 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.

    f. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

(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