

\* Fields  
Bordered  
In Red Are  
Required

# Marital Settlement Agreement (MSA) Worksheet

**Please Note: This Worksheet requires signatures from BOTH of you in THREE places.**  
For more copies, or to complete a digital version on-line, go to [www.divorcehelp.com/MSAworksheet.pdf](http://www.divorcehelp.com/MSAworksheet.pdf)  
**Please carefully read through all advisements in these grey boxes.**  
There are potential tax consequences to one or both of you regarding many areas of your agreement. Divorce Helpline strongly recommends that you consult with an attorney and CPA about these items. Be sure that your CPA is thoroughly familiar with tax issues related to divorce.

**PARTIES' INFORMATION:**

Wife's name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

Restore Wife's Former Name?  No  Yes – Restore to: \_\_\_\_\_

W's Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Driver's License \_\_\_\_\_ State \_\_\_\_\_

Husband's name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

H's Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Driver's License \_\_\_\_\_ State \_\_\_\_\_

**CASE INFORMATION:** Type of Case:  Divorce  Legal Separation  Other: \_\_\_\_\_

Date of Marriage: \_\_\_\_\_ Date of Separation: \_\_\_\_\_

**\*\* If you have any questions about Date of Separation, please call to consult with an attorney \*\***

**INCOME INFORMATION:**

What does Wife do (or can she do) for a living? \_\_\_\_\_

Wife's Current Employment: Company \_\_\_\_\_ Since? \_\_\_\_\_

Current Title \_\_\_\_\_

Wife's Gross Monthly Income:  Employment \$ \_\_\_\_\_  Self- Employment \$ \_\_\_\_\_

Div./Int. \$ \_\_\_\_\_  Soc. Sec. \$ \_\_\_\_\_  Retirement \$ \_\_\_\_\_  Other \$ \_\_\_\_\_

What does Husband do (or can he do) for a living? \_\_\_\_\_

Husband's Current Employment: Company \_\_\_\_\_ Since? \_\_\_\_\_

Current Title \_\_\_\_\_

Husband's s Gross Monthly Income:  Employment \$ \_\_\_\_\_  Self-Employment \$ \_\_\_\_\_

Div./Int. \$ \_\_\_\_\_  Soc. Sec. \$ \_\_\_\_\_  Retirement \$ \_\_\_\_\_  Other \$ \_\_\_\_\_

# DECLARATION OF DISCLOSURE

## Under Family Code Sections 2104-2107

**Important:** To comply with California law, each spouse must disclose ALL material facts and information regarding the existence, character and value of ALL property in which the community has or may have an interest; and each spouse must disclose the amount of ALL debts the community may be obligated to pay. The first 9 pages of this Worksheet will constitute your list of all such assets and debts. When these "Declaration of Disclosure" pages are served on your spouse, along with your Income and Expense Declaration, the disclosure requirement will be satisfied. We will serve each spouse as required by law. If a dispute later arises in your case, this Declaration will be admissible in court. The court has the power to SET ASIDE your judgment if you fail to comply with these disclosure requirements. **Therefore, it is extremely important that the information you provide be complete and accurate.**

### Section 1: Declaration of Disclosure – COMMUNITY PROPERTY ASSETS

A **Community Property Asset** is anything you owned at date of separation, or now own, that was purchased with money earned during the marriage by either party; **IT REMAINS COMMUNITY PROPERTY UNTIL IT IS DIVIDED IN YOUR MSA.** Some assets may be mixed community and separate property. If you think you have mixed assets, or have questions about how to determine the value of any asset, consult your Divorce Helpline attorney.

**Indicate who is being awarded each asset, or how the interest in each asset is being divided, in the column at right**

*\*\* You need to consider possible tax consequences before you divide your property between each of you.*

*And if you decide to sell any asset to a third party, it is important that you know the capital gains or other tax consequences of the sale. We strongly recommend that you get expert tax advice from your consulting attorney and from your CPA on this very important subject. \*\**

If, according to the above definition, you **DO NOT** have ANY community property assets, please check this box  then proceed to "Section 2 – Community Property Debts"

Description of Community Property Asset	Date Acquired	Fair Market Value	Amount Owed	Equity Value	WHO GETS THE ASSET?	
					H	W
<p><b>1.1 REAL ESTATE:</b> (attach copy of grant deed containing legal description for each property)</p> <p>Property #1 -- APN: _____</p> <p>Address: _____</p> <p>Mortgage Holder(s) (Financial Institution Name):</p> <p>1<sup>st</sup>.: _____</p> <p>2<sup>nd</sup>.: _____</p> <p><input type="checkbox"/> Property will be sold to a third party; OR</p> <p><input type="checkbox"/> Husband <input type="checkbox"/> Wife will buy out other spouse</p>						
<p>Special Notes re: this real property and/or its financing:</p> <p>_____</p> <p>_____</p> <p>_____</p>						
<p><input type="checkbox"/> See Section 7 for further information on our agreement re: this property</p>						

#### Notes Re: Real Properties

*Our attorneys are available to answer your questions about this important part of your agreement. You may have options that you have not yet considered. Please contact your consulting attorney at Divorce Helpline for assistance. And be sure to let us know if you would like to order the drafting of a transfer deed to help you change the title of any property.*

Description of Community Property Asset	Date Acquired	Fair Market Value	Amount Owed	Equity Value	WHO GETS THE ASSET?	
					H	W
<b>1.1 REAL ESTATE, cont.</b>						
Property #2 -- APN: _____ Address: _____ Mortgage Holder(s): (Financial Institution Name): 1 <sup>st</sup> : _____ 2 <sup>nd</sup> : _____ <input type="checkbox"/> Property will be sold to a third party; OR <input type="checkbox"/> Husband <input type="checkbox"/> Wife will buy out other spouse						
Special Notes re: this real property and/or its financing: _____ _____ _____						
<input type="checkbox"/> See Section 7 for further information on our agreement re: this property						
<b>Property #3 -- APN:</b> _____						
Address: _____						
Mortgage Holder(s): (Financial Institution Name): 1 <sup>st</sup> : _____ 2 <sup>nd</sup> : _____ <input type="checkbox"/> Property will be sold to a third party; OR <input type="checkbox"/> Husband <input type="checkbox"/> Wife will buy out other spouse						
Special Notes re: this real property and/or its financing: _____ _____ _____						
<input type="checkbox"/> See Section 7 for further information on our agreement re: this property						
<b>1.2 FURNITURE, HOUSEHOLD GOODS &amp; PERSONAL BELONGINGS:</b> (Only items of special value need to be listed separately. If that is necessary, please attach a separate sheet with details, signed & dated by both of you.) <input type="checkbox"/> Wife to be awarded furniture, household goods and personal belongings now in her possession <input type="checkbox"/> Husband to be awarded furniture, household goods and personal belongings now in his possession Exceptions/Notes: _____					<b>H</b>	<b>W</b>
<b>1.3 JEWELRY, ANTIQUES, ART, COLLECTIONS:</b> _____ _____					<b>H</b>	<b>W</b>
<b>1.4 CASH ACCOUNTS:</b> (checking, savings, credit union, money market, T-bill, CD): Must list BANK NAME, ACCT # & ACCT HOLDER(S) NAME(S): _____ _____ _____ _____ _____ _____ _____ _____					<b>H</b>	<b>W</b>
	<b>Date Opened</b>	<b>Value Date of Sep.</b>	<b>Current Value</b>	<b>Avg. Daily Bal.</b>		

Description of Community Property Asset	Date Acquired	Fair Market Value	Amount Owed	Equity Value	WHO GETS THE ASSET?	
					H	W
<b>1.5 VEHICLES</b> (including boats, trailers, mobile homes, recreational vehicles): YEAR    MAKE/MODEL                  LICENSE # /State _____ _____ _____ _____						
<b>1.6 LIFE INSURANCE w/CASH SURRENDER OR LOAN VALUE</b> In name of: <input type="checkbox"/> H <input type="checkbox"/> W Insurance Company: _____ Policy # _____						
<b>1.7 SECURITIES:</b> (publicly traded stocks or bonds, secured notes, mutual funds, limited partnerships)  In name of: <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> Both Financial Institution/Broker: _____ Account # _____  In name of: <input type="checkbox"/> H <input type="checkbox"/> W <input type="checkbox"/> Both Financial Institution/Broker: _____ Account # _____						

### Stock Options Information

**Allocation between community and separate property:** The first thing you need to know is how many of the options are community property and how many are separate property. There are several types of stock options and several formulas for dividing them. This information is obtained with the help of a qualified professional. Your Divorce Helpline consulting attorney can assist you with referrals.

**Taxation:** There are generally two types of options (Incentive and Nonqualified) and each has very different tax consequences for you. You should consult with your CPA before you decide how to divide the community options, and before you exercise options or sell stock that is purchased through the exercise of the options.

**Division:** Once your stock options have been allocated, you and your spouse must decide how they will be handled in your divorce: (1) The options themselves can be divided if the issuing company allows it; (2) The options can be exercised and the shares divided; (3) The options can be sold in a "same day sale" and the proceeds divided; or (4) The employee spouse can keep the options or stock and the other spouse can receive other property or cash as a set-off. Your Divorce Helpline attorney can help you make the decision that's best for you.

1.8 STOCK OPTIONS	Grant #	Grant Date	Vesting Date	Current Value	# of Options to	
					H	W
<b>a)</b> In name of <input type="checkbox"/> H <input type="checkbox"/> W Company: _____ Community interest <input type="checkbox"/> has been <input type="checkbox"/> has not been calculated by a professional. If yes, attach copy.						
<b>b)</b> In name of <input type="checkbox"/> H <input type="checkbox"/> W Company: _____ Community interest <input type="checkbox"/> has been <input type="checkbox"/> has not been calculated by a professional. If yes, attach copy.						

## Retirement Plan Information

**Retirement Plan Valuation and QDROs:** Retirement plans are often very valuable assets; each plan has its own peculiarities, and the timing of the division is critical. Each party is entitled to half of the community interest in any retirement benefits or other forms of deferred compensation earned during marriage. All retirement plans must be dealt with in your dissolution, no matter what the value, by **(1)** each employee **keeping** his or her own retirement plan, or **(2) transferring** some or all of the retirement benefit to the non-employee spouse. Pension plans are in a special category because they must be professionally appraised for you to know the present value of your interest. The value of many pension plans is often much higher than the amount that appears on your summary statement. If you choose option **(2)**, you will need two additional court orders: a **Joinder** and a **QDRO**. To avoid costly mistakes, call your consulting attorney or CPA for advice before you make your decision about division.

Description of Community Property Asset	Date Acquired	Fair Market Value	Amount Owed	Equity Value	WHO GETS ASSET? Or Describe Division H                  W	
<p><b>1.9 401(k), PROFIT SHARING OR ANNUITY:</b></p> <p>a) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife            Type of Account: _____            Financial Institution: _____            Account # _____  <input type="checkbox"/> Will be divided by QDRO</p> <p>b) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife            Type of Account: _____            Financial Institution: _____            Account # _____  <input type="checkbox"/> Will be divided by QDRO</p>						
<p><b>1.10 PENSION PLANS (STRS, PERS, Union Plan, CSRS, FERS, etc.):</b></p> <p>a) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife            Name of Plan: _____            _____  <input type="checkbox"/> Has been <input type="checkbox"/> Has not been valued by professional.            If yes, attach copy.  <input type="checkbox"/> Will be divided by QDRO</p> <p>b) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife            Name of Plan: _____            _____  <input type="checkbox"/> Has been <input type="checkbox"/> Has not been valued by professional.            If yes, attach copy.  <input type="checkbox"/> Will be divided by QDRO</p>						
<p><b>1.11 EMPLOYEE STOCK OPTION PLANS:</b></p> <p>In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife            Name of Plan _____  <input type="checkbox"/> After Tax <input type="checkbox"/> Tax Deferred  <input type="checkbox"/> Will be divided by QDRO</p>						

Description of Community Property Asset	Date Acquired	Fair Market Value	Amount Owed	Equity Value	WHO GETS ASSET? Or Describe Division	
					H	W
<b>1.12 IRA, Roth IRA:</b> a) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife Type of Account: _____ Financial Institution: _____ Account # _____  b) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife Type of Account: _____ Financial Institution: _____ Account # _____						
<b>1.13 SEP IRA, Keogh</b> a) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife Type of Account: _____ Financial Institution: _____ Account # _____ <input type="checkbox"/> Will be divided by QDRO  b) In name of <input type="checkbox"/> Husband <input type="checkbox"/> Wife Type of Account: _____ Financial Institution: _____ Account # _____ <input type="checkbox"/> Will be divided by QDRO						
<b>1.14 BUSINESS, Partnership, professional practice, shares in closely held corporation</b>  Describe: _____ <input type="checkbox"/> Has been <input type="checkbox"/> Has not been valued by professional. If you have a valuation, please attach a copy.						
<b>1.15 INTELLECTUAL PROPERTY, trademark, copyright, or patent</b> Describe (including name of holder, trademark and/or copyright number): _____ _____						
<b>1.16 UNSECURED RECEIVABLES</b> (Money Owed to You) - Name of borrower and amount: _____						
<b>1.17 OTHER ASSETS</b> Describe: _____ _____						
<b>TOTAL EQUITY VALUE AND DISTRIBUTION:</b>				\$	\$	\$

## Section 2: Declaration of Disclosure – COMMUNITY PROPERTY DEBTS

A **Community Property Debt** is one that was incurred during the marriage by either party  
Do not list any debts below that you have already listed as an "amount owed" in Section 1.  
**\*\* If you have filed bankruptcy or are contemplating doing so, you must complete 2.7, below \*\***

If, according to the above definition, you **DO NOT** have ANY community property debts,  
please check this box  then proceed to "Section 3."

Description of Community Property Asset	Date Acquired	Balance Due At Separation	Amount to be Paid By	
			HUSBAND	WIFE
<b>2.1 CREDIT CARD DEBTS:</b> Give Card Name and Number: _____ _____ _____ _____ _____ _____				
<b>2.2 STUDENT LOANS:</b> <b>**Special Rules Apply – Consultation Recommended**</b> Give Name of Lender and Loan Number: _____ _____				
<b>2.3 TAXES DUE:</b> Give Year and Indicate if State or Federal: _____				
<b>2.4 MONEY OWED TO FAMILY OR INDIVIDUALS:</b> Name of Lender: _____				
<b>2.5 SUPPORT ARREARAGES:</b> Attach copies of orders and statements				
<b>2.6 OTHER DEBTS:</b> Give Details: _____				
<b>2.7 BANKRUPTCY:</b> <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both <input type="checkbox"/> Intend to File Bankruptcy <input type="checkbox"/> Filed Bankruptcy: Chapter _____ on _____ Case # _____ In _____ Court Payment on Chapter 13 Plan will be made by: <input type="checkbox"/> H <input type="checkbox"/> W				
<b>TOTAL COMMUNITY DEBTS &amp; AMOUNTS TO BE PAID BY H &amp; W:</b>		\$	\$	\$

### Section 3: Declaration of Disclosure – INVESTMENT OPPORTUNITIES

*Current Law (Family Code Section 2102) requires an accurate and complete written disclosure of any investment opportunity, business opportunity or other income-producing opportunity of either spouse that presents itself after date of separation which results directly from any activity, involvement or investment of either spouse from date of marriage to date of separation. This is an obligation that continues indefinitely.*

#### HUSBAND STATES THE FOLLOWING:

I have read and understand the above disclosure requirement.

To my knowledge, there have been no such opportunities.

The investment opportunities are as follows:

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Signed: \_\_\_\_\_

*Husband's Signature*

#### WIFE STATES THE FOLLOWING:

I have read and understand the above disclosure requirement.

To my knowledge, there have been no such opportunities.

The investment opportunities are as follows:

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Signed: \_\_\_\_\_

*Wife's Signature*



## Section 4: Declaration of Disclosure – SEPARATE PROPERTY ASSETS AND DEBTS

*Separate Assets are assets owned by either spouse before marriage, acquired with earnings after separation, given by gift to one of the spouses, or received any time by inheritance.*

*Separate Debts are those that were incurred by either spouse before marriage or after separation.*

*List below the assets or debts of either spouse that meet this definition.*

There Are No Separate Property Assets or Debts

### 4.1 WIFE'S SEPARATE PROPERTY AND SEPARATE DEBTS:

Description of Asset or Debt, including address of property or other description, and account numbers.	Date Acquired	If acquired between dates of marriage and separation, indicate why it is separate property

### 4.2 HUSBAND'S SEPARATE PROPERTY AND SEPARATE DEBTS:

Description of Asset or Debt, including address of property or other description, and account numbers.	Date Acquired	If acquired between dates of marriage and separation, indicate why it is separate property

***We declare under penalty of perjury under the laws of California that all information provided in this Declaration of Disclosure (Pages 1 through 9, above) is complete, true and accurate.***

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
*Wife's Signature*

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
*Husband's Signature*

## Section 5: Equalization of Division of Community Property

*Under the law, spouses are entitled to equal shares of the community property. However, you have the power to agree to an unequal division if you wish. If your division of property is unequal, you may choose to leave it that way, or you can agree to a cash equalization payment to make it come out even. See the examples given below.*

### 5.1 CASH EQUALIZATION PAYMENT

- There is no equalization payment in our agreement.
- Our division of community property assets and debts will be made equal by a payment:  
 from Wife to Husband     from Husband to Wife    in the sum of \$ \_\_\_\_\_  
 To be made on or before (date): \_\_\_\_\_ or as follows: \_\_\_\_\_

### 5.2 PROMISSORY NOTE

- To secure payment, \_\_\_\_\_ will give \_\_\_\_\_ a Promissory Note secured by a Deed of Trust. The terms are as follows: \_\_\_\_\_  
 Secured by Deed of Trust on which asset? \_\_\_\_\_

Forms of property division are illustrated as follows. The spouses' names are "Pat" and "Terry."

**Equal Division:** Each spouse will receive ownership of the following community property:

<b>PAT:</b> House Equity            \$ 100,000 IRA                            50,000 <hr style="width: 100px; margin-left: 0;"/> PAT'S TOTAL:    \$ 150,000	<b>TERRY:</b> 401k                            \$ 100,000 Condo Equity:            75,000 Community Debts        - 25,000 <hr style="width: 100px; margin-left: 0;"/> TERRY'S TOTAL:    \$ 150,000
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**Unequal Division:** Each spouse will receive ownership of the following community property:

<b>PAT:</b> House Equity            \$ 100,000 IRA                            50,000 Condo Equity            75,000 Community Debts        - 25,000 <hr style="width: 100px; margin-left: 0;"/> PAT'S TOTAL:    \$ 200,000	<b>TERRY:</b> 401k                            \$ 100,000 <hr style="width: 100px; margin-left: 0;"/> TERRY'S TOTAL:    \$ 100,000
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*Here's how to compute a cash equalization payment, making the unequal division of community property into an equal division: subtract the lower total (Terry's \$100,000) from the higher total (Pat's \$200,000), and divide by two.*

<b>PAT:</b> Pat's unequal total    \$ 200,000 Pat pays Terry cash    - 50,000 <hr style="width: 100px; margin-left: 0;"/> PAT'S NEW TOTAL:    \$ 150,000	<b>TERRY:</b> Terry's unequal total    \$ 100,000 Terry receives cash     50,000 <hr style="width: 100px; margin-left: 0;"/> TERRY'S NEW TOTAL:    \$ 150,000
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*Is your situation similar to the above? If so, think about how this cash equalization payment will be made: In a lump sum? In payments? If you cannot raise the cash to do this, are there other possibilities? At Divorce Helpline, we have many ideas about how property division can be equalized. Call for an attorney consultation for more information.*

## Section 6: Reimbursement for Separate Funds Used to Pay Community Property Debts

We agree that  Wife  Husband shall be reimbursed \$\_\_\_\_\_ for separate funds used to pay community property debts. Reimbursement shall be paid in the following manner:

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## Section 7: Sale of a Real Property to a Third Party or Continued Co-Ownership of a Real Property

**IMPORTANT INFORMATION:** Make sure that you understand the tax consequences of co-ownership and rules concerning deductions for interest and taxes. We recommend that you consult with a CPA who is familiar with tax issues related to divorce, and that you consult your attorney at Divorce Helpline if you need assistance with this important part of your agreement.

Property Address: \_\_\_\_\_

To be sold to a third party: Date or occasion on which it will be (or was) listed for sale: \_\_\_\_\_  
 Other agreement regarding this property \_\_\_\_\_

Who will occupy the property until it is sold?  Wife  Husband  Both  Neither (to be rented)  
 Until the property is sold, we will hold title as:  Joint Tenants  Tenants In Common

Who will make the following required payments until sold or while co-owned? (Please check one box on each line.)

Home Mortgage	<input type="checkbox"/> Wife	<input type="checkbox"/> Husband	<input type="checkbox"/> Shared Equally	<input type="checkbox"/> Other: _____
Property Taxes	<input type="checkbox"/> Wife	<input type="checkbox"/> Husband	<input type="checkbox"/> Shared Equally	<input type="checkbox"/> Other: _____
Property Insurance	<input type="checkbox"/> Wife	<input type="checkbox"/> Husband	<input type="checkbox"/> Shared Equally	<input type="checkbox"/> Other: _____
Ordinary Maintenance	<input type="checkbox"/> Wife	<input type="checkbox"/> Husband	<input type="checkbox"/> Shared Equally	<input type="checkbox"/> Other: _____
Capital Improvements	<input type="checkbox"/> Wife	<input type="checkbox"/> Husband	<input type="checkbox"/> Shared Equally	<input type="checkbox"/> Other: _____

### DISTRIBUTION OF PROCEEDS FROM SALE:

A) **BEFORE** the division of proceeds between the spouses, the following debt(s), other than mortgage and selling costs, will be paid: \_\_\_\_\_

B) **BEFORE** the division of proceeds between the spouses,  
 Wife  Husband will be reimbursed the following sum: \_\_\_\_\_

C) **AFTER** payment of the mortgage(s), selling costs, and "A" and/or "B" above (if applicable), the remaining net proceeds will be divided as follows: \_\_\_\_\_% (or specific amount \$\_\_\_\_\_) to WIFE  
 \_\_\_\_\_% (or specific amount \$\_\_\_\_\_) to HUSBAND

D) **AFTER** distribution of the net proceeds to the spouses:  
 Wife  Husband will be paid \$\_\_\_\_\_ from  Wife's  Husband's share of the proceeds.

Responsibility for capital gains/tax liabilities from sale of this asset: \_\_\_\_\_% WIFE \_\_\_\_\_% HUSBAND

Responsibility for losses incurred from sale of this asset: \_\_\_\_\_% WIFE \_\_\_\_\_% HUSBAND

## Section 8: TAXES

*By completing this section and signing this worksheet, both spouses declare that they fully understand the immediate and long-term tax consequences of the support arrangements and property division in this Marital Settlement Agreement Worksheet. Without that understanding, please consult with your attorney and a CPA familiar with divorce law before you complete this section and sign page 18.*

**PRESENT YEAR: 20** \_\_\_\_\_

*Answer only if you and your present spouse will still be married on December 31<sup>st</sup> of the current year. Note: You can file "single" only if your Judgment was entered ON OR BEFORE December 31<sup>st</sup> of the current year.*

Husband and Wife will NOT file together.

Husband and Wife will file together: MARRIED FILING JOINTLY.

The parties will share any tax obligations or refunds:  Equally  As described below:

\_\_\_\_\_

**LAST YEAR: 20** \_\_\_\_\_

*Answer only if both parties have not filed a return.*

Husband and Wife will NOT file together for tax year(s) \_\_\_\_\_.

Husband and Wife will file together: MARRIED FILING JOINTLY for tax year(s) \_\_\_\_\_.

The parties will share any tax obligations or refunds:  Equally  As described below:

\_\_\_\_\_

## Section 9: CHILDREN

Do you have ADULT children of your marriage? If yes, how many adult children? \_\_\_\_\_

If you do NOT have MINOR children, proceed to Section 14: Spousal Support.

## Section 10: CUSTODY AND PARENTING OF MINOR CHILDREN

10.1 Give the following information for all minor children born to this marriage or adopted:

Name	Social Security Number	Birthdate	Gender

If a child is near 18 years old, when will he or she graduate from high school? \_\_\_\_\_

**IMPORTANT INFORMATION AND INSTRUCTIONS**

**RE: CHILD CUSTODY – SECTION 10**

DEFINITIONS: **Joint LEGAL Custody** means that both parents shall share the right and the responsibility for decisions relating to the health, education and welfare of a child (CA Fam Code §3003).

**Joint PHYSICAL Custody** means that each parent shall have significant periods of physical custody. Each child is assured frequent and continuing contact with both parents (CA Fam Code §3004). Joint physical custody does not require 50/50 timeshare. You may attach a detailed parenting plan (signed and dated by both of you), OR simply provide the parenting time percentages (for example, 30% with one parent and 70% with the other).

Additional charges may apply for the incorporation of a detailed parenting plan into your MSA.

Our Divorce Helpline attorneys can help you with these important decisions. Please call for assistance.

**10.2 CHILD CUSTODY:**

LEGAL custody of your child(ren) shall go to

Mom

Dad

Joint

Other

PRIMARY RESIDENCE of the child(ren) shall be with

Mom

Dad

Joint

Other

**10.3 PARENTING PLAN:**

TIMESHARE: with Mom \_\_\_\_\_%; with Dad \_\_\_\_\_%

**FIRST OPTION FOR CARE:** If either parent is unable to provide care as scheduled, the other parent will be offered the option of caring for the children.

**10.4 MOVE-AWAY NOTICE** concerning the minor child AND either parent (choose one):

Each parent shall give sixty days written notice of any contemplated move.

Our Agreement regarding notice of contemplated move is attached.

**10.5 OUT-OF-STATE VACATION NOTICE** (choose one):

Each parent shall give thirty days written notice of any contemplated out-of-state vacation.

Our Agreement regarding notice of out-of-state vacation is attached.

**IMPORTANT INFORMATION AND INSTRUCTIONS**

**RE: SUPPORT - SECTIONS 11-14**

*If you have minor children, choose EITHER Child Support (Sections 11, 13 & 14) OR Family Support (Sections 12 & 13)*

*If you do not have minor children, proceed to Section 14.*

**\*\*\* Family support is a special form of support that must conform to specific IRS rules. Before choosing Family Support, talk with your attorney and with your CPA who is familiar with tax issues, to see if it is right for you.\*\*\***

Support for your child(ren), whether provided through Child Support or Family Support, is modifiable upon a change of circumstances until each child is age 18.

**Wage Assignment:** Current law requires an order that support be paid directly by the payor’s employer in a “wage assignment.” Although issuance of the wage assignment order is mandatory, you can agree that it will not be put into effect if payments are kept current. Please indicate your agreement below.

**PLEASE CHOOSE:** We agree that the Wage Assignment Order for the support in Sections 11, 12, &/or 14 below

should go into effect

should not go into effect if payments are kept current.

## Section 11: CHILD SUPPORT

*Be sure you have read the important instructions at the bottom of Pg. 13.  
Do not complete this section if choosing Family Support.*

**11.1 MONTHLY CHILD SUPPORT PAYMENTS:**

A total of \$ \_\_\_\_\_ per month, to be paid by  Wife  Husband

Date of first payment: \_\_\_\_\_

To be paid  once per month, on the 1<sup>st</sup> day of the month  
 one-half on the 1<sup>st</sup>, one-half on the 15<sup>th</sup> of each month  
 other - describe: \_\_\_\_\_

**11.2 NO CHILD SUPPORT will be paid by either parent to the other at this time.**

## Section 12: FAMILY SUPPORT

*Be sure you have read the important instructions at the bottom of Pg. 13.  
Skip this section if you selected Child Support, above.*

**12.1 MONTHLY FAMILY SUPPORT PAYMENTS:**

A total of \$ \_\_\_\_\_ per month, to be paid by  Wife  Husband

Commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (date of last payment)

To be paid  once per month, on the 1<sup>st</sup> day of the month  
 one-half on the 1<sup>st</sup>, one-half on the 15<sup>th</sup> of each month  
 other - describe: \_\_\_\_\_

**12.2 The parent who is paying Family Support ("Payor") must choose one of the following:**

Payor wishes the court to retain jurisdiction (have the power) to make a spousal support order for the benefit of Payor  until \_\_\_\_\_ (ending date) OR  for Payor's lifetime unless Payor remarries.

Payor waives forever the right to receive spousal support.

**12.3 The parent who is receiving Family Support ("Recipient") must choose one of the following:**

Recipient wishes the court to retain jurisdiction (have the power) to make a spousal support order for the benefit of Recipient  until \_\_\_\_\_ (ending date) OR  for Recipient's lifetime unless Recipient remarries.

Recipient waives forever the right to receive spousal support.

*A spouse making a waiver of spousal support states that he or she is self-supporting and waives support both now and forever. It is understood that a spouse who waives support now may NOT apply to the court for spousal support at any time or for any reason in the future.*

**Section 13:**  
**Health Insurance & Health Costs for Minor Children,  
Child Care, Child Dependency Exemptions**

**13.1 HEALTH INSURANCE, HEALTH COSTS:**

Health Insurance for the minor child(ren) to be provided through employment of:  
 Wife       Husband

Other arrangements for health insurance for child(ren): \_\_\_\_\_  
\_\_\_\_\_

Health costs for the child(ren) not covered by insurance will be paid as follows:  
 Half by each parent       Other: \_\_\_\_\_  
\_\_\_\_\_

**13.2 CHILD CARE:**

Parents will share child care costs as follows:  
 Half by each parent       Other: \_\_\_\_\_  
\_\_\_\_\_

**13.3 CHILD DEPENDENCY TAX EXEMPTION FOR DEPENDENT CHILDREN:**

Child's Name:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<input type="checkbox"/>	Wife	<input type="checkbox"/>	Husband
<input type="checkbox"/>	Wife	<input type="checkbox"/>	Husband
<input type="checkbox"/>	Wife	<input type="checkbox"/>	Husband
<input type="checkbox"/>	Wife	<input type="checkbox"/>	Husband

Other/Notes: \_\_\_\_\_  
\_\_\_\_\_

## Section 14: SPOUSAL SUPPORT

*Be sure you have read the important instructions at the bottom of Pg. 13  
If you selected Family Support (Section 12), skip this section and proceed to Section 15.*

SPOUSAL SUPPORT MUST BE ADDRESSED FOR **EACH** OF YOU. IF NO SUPPORT WILL BE PAID AT THIS TIME TO ONE **OR** BOTH OF YOU, MAKE SURE THAT 14.3 AND/OR 14.4, AT THE BOTTOM OF THIS PAGE, ARE COMPLETED APPROPRIATELY.

**14.1 MONTHLY SPOUSAL SUPPORT PAYMENTS:**

A total of \$\_\_\_\_\_ per month, to be paid by  Wife to Husband  Husband to Wife

Date of first payment: \_\_\_\_\_

To be paid  once per month, on the 1<sup>st</sup> day of the month  
 one-half on the 1<sup>st</sup>, one-half on the 15<sup>th</sup> of each month  
 other - describe: \_\_\_\_\_

The amount of spousal support  may  may not be modified in the future.

**14.1.a Ending Date of Monthly Support:**

Spousal support will end upon the remarriage of the recipient, the death of either party, or further order of the court.

Spousal support will end upon the remarriage of the recipient, the death of either party, or further order of the court, or \_\_\_\_\_ (date), whichever occurs first. Thereafter, support is waived and will not be extended for any reason, no matter what the circumstances. Date of last payment: \_\_\_\_\_

Spousal support will end upon the remarriage of the recipient, the death of either party, or further order of the court, or \_\_\_\_\_ (date), whichever occurs first. Thereafter, support shall reduce to zero (\$0), but the court will retain jurisdiction (have the power) to make a further spousal support order until the remarriage of the recipient, or the death of either party.

**14.1.b Deductibility:**

Support shall be deductible to payor and includable in payee's taxable income.  
 Support shall NOT be deductible to payor nor includable in payee's taxable income.

*Your consulting attorney can help you to understand the tax aspects of support, and to determine what is best for you and your family.*

**14.2 LUMP SUM SUPPORT:**

On or about \_\_\_\_\_ (date),  Husband shall pay to Wife  Wife shall pay to Husband the amount of \$\_\_\_\_\_ in one lump sum, and thereafter spousal support for recipient shall be waived forever. *If this lump-sum payment has already been paid, indicate date paid in full:* \_\_\_\_\_

**14.3 NO SUPPORT will be paid NOW**, but we wish the court to retain jurisdiction (have the power) to make a support order for  Husband  Wife  Both until \_\_\_\_\_ (date or condition), remarriage, the death of either party, or further order of the court.

**14.4 TOTAL WAIVER OF SUPPORT by:**  Husband  Wife  Both

*A spouse making a waiver of spousal support states that he or she is self-supporting and waives support both now and forever. It is understood that a spouse who waives support now may NOT apply to the court for spousal support at any time or for any reason in the future.*



## Section 15: COBRA

Will non-employee spouse exercise COBRA rights?  Yes  No  
 Non-employee spouse is  Wife  Husband  
 Non-employee's health insurance under COBRA will be paid by  Wife  Husband

## Section 16: LIFE INSURANCE

*Life insurance is typically provided to cover child or spousal support if the payor should die.*

Life insurance policy will be maintained on the life of Husband with a death benefit of \$ \_\_\_\_\_  
 Premiums shall be  paid by Husband  paid by Wife  paid by employer  
 Designating Wife  as sole primary beneficiary  as trustee for the children  
 Policy will be maintained  until obligation for support ends  until \_\_\_\_\_  
*(date or condition)*

Life insurance policy will be maintained on the life of Wife with a death benefit of \$ \_\_\_\_\_  
 Premiums shall be  paid by Wife  paid by Husband  paid by employer  
 Designating Husband  as sole primary beneficiary  as trustee for the children  
 Policy will be maintained  until obligation for support ends  until \_\_\_\_\_  
*(date or condition)*

## Section 17: WILLS

*When your divorce is final, it will automatically revoke your bequest to your former spouse in your Will, and also remove your spouse as executor. We strongly suggest that both spouses make a new Will after the dissolution is final. Divorce Helpline offers complete Living Trust drafting. Please call for more information.*

## Section 18: INCOME AND EXPENSE DECLARATIONS

Please check one box for each spouse. We cannot draft your Marital Settlement Agreement until we have received both completed Income and Expense Declarations. If you have any questions about how to complete that form, or how specific or exact you may need to be in any of the sections of that form, please call for attorney assistance.

For Wife:  Wife's completed Income and Expense Declaration is attached.  
 Wife's completed Income and Expense Declaration was previously returned.

For Husband:  Husband's completed Income and Expense Declaration is attached.  
 Husband's completed Income and Expense Declaration was previously returned.

## MEDIATION AGREEMENT

We, Husband and Wife, have chosen mediation as the method to complete our divorce, and have asked Sherman, Naraghi, Woodcock & Pipersky, Attorneys and Mediators, to act in a neutral capacity to provide education in the law and help us to solve any problems in reaching agreement. If a dispute later arises regarding any provision of the Marital Settlement Agreement, we agree that the Declaration of Disclosure made in the Worksheet and signed by both of us may be submitted to the court as evidence, if required. However, any statements made during mediation by us or by the mediators, whether oral or in writing, shall remain confidential and will not be brought in as evidence. We will not require the mediator to testify in any court-related hearing.

## INSTRUCTIONS, UNDERSTANDINGS AND AGREEMENT

We jointly instruct Sherman, Naraghi, Woodcock & Pipersky, Attorneys and Mediators, to prepare the Marital Settlement Agreement in our case. We understand that the provisions of our Marital Settlement Agreement will supersede any agreements we have made previously, whether oral or in writing. We agree that only after the Marital Settlement Agreement is notarized and signed by us, and accepted by the court, will its provisions be binding as a judgment of the court.

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

*Wife's Signature*

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

*Husband's Signature*

See additional page(s) attached to this Worksheet. We have signed and dated any and all attachments.