

Petitioner:	Case Number:
Respondent:	

### AGREEMENT FOR JUDGMENT

1. The parties were married on \_\_\_\_/\_\_\_\_/\_\_\_\_ and separated on \_\_\_\_/\_\_\_\_/\_\_\_\_.

☐ This is the corrected date of marriage and/or separation. The Petition for Dissolution is hereby amended by interlineation to reflect the corrected date.

### 2. **CHILD CUSTODY AND VISITATION ("Parenting Time")**

There are \_\_\_\_ minor child/ren of the marriage.

☐ \_\_\_\_\_ was born prior to marriage and it is agreed between the parties that this is a child/ren of the marriage and that the parties are the legal parents of the child/ren.

Custody of the minor child/ren shall be ordered as follows, and such arrangements are in the best interests of the minor child/ren:

Child's Name:	Date of Birth:

☐ Check here if additional children named in attachment

### ***CUSTODY SHALL BE AWARDED AS FOLLOWS:***

#### **LEGAL CUSTODY:**

- ☐ SOLE LEGAL CUSTODY of the minor child/ren shall be awarded to \_\_\_\_\_.
- ☐ JOINT LEGAL CUSTODY of the minor child/ren shall be awarded to both parties.
- ☐ Additional Joint Legal Custody Provisions as stated in the Attached Form FL-341(E)

#### **PHYSICAL CUSTODY:**

- ☐ SOLE PHYSICAL CUSTODY of the minor child/ren shall be awarded to \_\_\_\_\_

Petitioner:	Case Number:
Respondent:	

- ☐ JOINT PHYSICAL CUSTODY shall be shared between both parties.
- ☐ Additional Physical Custody Provisions as stated in the Attached Form FL-341(D)

### VISITATION ("Parenting Time") AS FOLLOWS:

- ☐ PRIMARY PHYSICAL CUSTODY to \_\_\_\_\_, with the right of REASONABLE visitation to \_\_\_\_\_ ☐ as follows:

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

OR

- ☐ As contained in the attached Family Court Services report, consisting of \_\_\_\_\_ pages (Mediation date: \_\_\_\_/\_\_\_\_/\_\_\_\_).

OR

- ☐ SPECIFIC VISITATION to \_\_\_\_\_ as follows:

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

- ☐ Holiday Schedule as stated in the Attached Form FL-341(C)

### PURSUANT TO FAMILY CODE SECTION 3048 (A)

- This Court exercises jurisdiction under the Uniform Child Custody and Jurisdiction Enforcement Act (part 3 of the California Family code, commencing with section 3400)
- Notice and opportunity to be heard were given under Family Code Section 3425.
- Violation of the order may subject the party in violation to civil or criminal penalties, or both.
- The habitual residence of the child/ren is the United States unless marked ☐ \_\_\_\_\_

### ADDITIONAL ORDERS RE: MINOR CHILDREN

- ☐ Neither party shall remove the child/ren from the following geographic area \_\_\_\_\_ without prior written consent of the other party or prior order of the Court first having been obtained ☐ except for vacation periods.

Petitioner:	Case Number:
Respondent:	

- ☐ Neither party shall use or make, nor allow any other persons to use or make, any disparaging, or derogatory remarks about the absent parent in the presence of said child/ren.
- ☐ Each party shall keep the other party informed of his or her current address and telephone number and those of the child/ren and shall notify the other within \_\_\_\_\_ days of any change of address or telephone number.
- ☐ \_\_\_\_\_ shall not consume any alcoholic beverages, narcotic, or restricted dangerous drug (except upon prescription) prior to \_\_\_\_\_ hours of visitation or during the visitation with the minor children.
- ☐ Transportation for visitation shall be as follows:
- ☐ Transport TO visit provided by \_\_\_\_\_.
- ☐ Transport FROM visit provided by \_\_\_\_\_.
- ☐ Drop Off & Pickup will be at \_\_\_\_\_.
- ☐ Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### 3. CHILD SUPPORT

\_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall pay to the other party as and for child support the sum of \$\_\_\_\_\_ per month. The allocation of support per child is as stated in the attached Child Support Calculation.

- ☐ Child Support due one-half on the first and one-half on the fifteenth day of each month
- ☐ Child Support due on the first of the month
- ☐ Child Support due on the \_\_\_\_\_ day of each month

Payment of child support commences on \_\_\_\_\_ and continues until further order of the court, or until the child marries, dies, is emancipated, reaches age 19, or reaches age 18 and is not a full-time high school student, whichever occurs first.

**GUIDELINE:** A printout of a computer calculation and findings **is attached** and incorporated in this order. The amount of support per the guideline formula is \$\_\_\_\_\_.

☐ The amount of child support is set forth as calculated under the guideline.

**OR**

Petitioner:	Case Number:
Respondent:	

☐ **WE AGREE TO NON-GUIDELINE CHILD SUPPORT.** The child support agreed to by the parties is below or above guideline. Pursuant to Family Code Section 4065(a), the parties declare that they have been fully informed of their rights concerning child support. Neither party is acting out of duress or coercion. Neither party is receiving public assistance and no application for public assistance is pending. The needs of the children will be adequately met by this agreed-upon amount of child support; the agreement is in the best interests of the children involved. Application of the guideline amount would be unjust or inappropriate in this case. If the order is below the guideline, no change of circumstances will be required to modify this order. If the order is above the guideline, a change of circumstances will be required to modify this order.

☐ Health insurance coverage for the minor children of the parties shall be maintained by the ☐ petitioner ☐ respondent if available at no or reasonable cost through their respective places of employment or self-employment. Both parties are ordered to cooperate in the presentation, collection and reimbursement of any health-care claims. Any health expenses not paid by insurance shall be shared: \_\_\_\_\_% Petitioner \_\_\_\_\_% Respondent

☐ **CHILD CARE COSTS**

\_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall pay reasonable child care costs related to employment or necessary job training in the amount of \$\_\_\_\_\_, per month:

- ☐ Each party shall pay one-half.
- ☐ \_\_\_\_\_ % Petitioner \_\_\_\_\_ % Respondent
- ☐ \$\_\_\_\_\_ Petitioner \$\_\_\_\_\_ Respondent

☐ **NO CHILD SUPPORT ORDER** because child support has been previously established in another case. Case Number: \_\_\_\_\_

☐ **RESERVED.** The court's jurisdiction to award child support is reserved for the following reason:

- ☐ Petitioner and Respondent have equal time with the children and equal income.
- ☐ Supporting party has no income at this time.
- ☐ Other: \_\_\_\_\_.

Petitioner:	Case Number:
Respondent:	

☐ **ARREARS.** \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall pay to the other party child support arrears in the principal sum of \$\_\_\_\_\_ for the period of \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_. These arrears shall be paid as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### 4. SPOUSAL SUPPORT

☐ **WAIVER.** ☐ Petitioner ☐ Respondent freely, knowingly and intelligently waives spousal support forever. The Court's jurisdiction to award spousal support to that/those parties shall be terminated. The court shall have no jurisdiction to award spousal support, and therefore no support can be ordered regardless of future hardship. The Parties agree and the court finds that the Party/Parties waiving spousal support have considered the factors listed in Family Code Section 4320.

☐ **ZERO SUPPORT/RESERVED – LONG-TERM MARRIAGE.** Neither party shall receive spousal support from the other. The court reserves jurisdiction over this issue for the benefit of either party as this was a long-term marriage.

☐ **RESERVED.** The Court's jurisdiction to award spousal support to ☐ Petitioner ☐ Respondent is reserved for later determination upon Request for Order.

☐ **SPOUSAL SUPPORT PAYMENTS.** ☐ Petitioner ☐ Respondent shall pay spousal support to the other Party the sum of \$\_\_\_\_\_ per month,

☐ Spousal Support due one-half on the first and one-half on the fifteenth day of each month

☐ Spousal Support due on the first of the month

☐ Spousal Support due on the \_\_\_\_\_ day of each month

commencing \_\_\_\_\_ and continuing until \_\_\_\_\_. ☐ Spousal support shall terminate upon the death of either party or the remarriage of the supported party, or further order of the court, whichever occurs first.

**NOTICE:** It is the goal of this State that each party must make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating support.

Petitioner:	Case Number:
Respondent:	

**5. DIVISION OF COMMUNITY PROPERTY (property acquired during the marriage)**

- ☐ There are no property issues before the Court and the Court shall terminate jurisdiction over property issues.
- ☐ All household items have been distributed between the parties  
☐ except for the following: \_\_\_\_\_.

☐ **COMMUNITY PROPERTY AWARDED TO PETITIONER SHALL BE AS FOLLOWS:**

Petitioner shall be awarded as his/her share of the community property the following:

Item/Description:	Approximate Value:

☐ **COMMUNITY PROPERTY AWARDED TO RESPONDENT SHALL BE AS FOLLOWS:**

Respondent shall be awarded as his/her share of community property the following:

Item/Description:	Approximate Value:

**6. DIVISION OF COMMUNITY OBLIGATIONS (debts acquired during marriage)**

- ☐ There are no community debts subject to division by the court.
- ☐ **COMMUNITY DEBTS:** Each Party shall pay any and all obligations awarded to him/her, including but not limited to the community property obligations secured by property awarded to that Party. Scheduled debts, liabilities, and obligations shall be paid as follows:

<b>Petitioner:</b>	<b>Case Number:</b>
<b>Respondent:</b>	

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

Creditor/Account No.: (last 4 digits only)	Approximate Amount Owed:

☐ Petitioner will assume all debts in Petitioner's name and will indemnify Respondent from any creditors regarding those items.

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

Creditor/Account No.: (last 4 digits only)	Approximate Amount Owed:

☐ Respondent will assume all debts in Respondent's name and will indemnify Petitioner from any creditors regarding those items.

The parties hereby acknowledge and the Court hereby finds that the distribution of debts in this stipulated judgment may not be binding on third party creditors. If the debtor party fails to pay an assigned debt and then the other party pays that debt, then an appropriate motion or Request for Order may be filed in this family law case as the Court shall retain jurisdiction over community property debts until fully paid.

## 7. EQUALIZATION OF COMMUNITY PROPERTY/DEBTS

☐ ☐Petitioner ☐Respondent shall pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ as an equalization payment. The equalization payment shall be made by that party as follows:

Petitioner:	Case Number:
Respondent:	

This equalization payment has been bargained for by the parties with the intent that the division of the community estate be deemed an equal division. No further sums shall be due or payable by either party.

☐ The parties hereby acknowledge and the Court hereby finds that the distribution of community property and debts in this stipulated judgment is fair and equitable under all circumstances of the respective parties, and that the parties knowingly and intelligently waive an absolute equal division of the community assets and debts and waive any claim for offset or reimbursement as a result of this stipulation.

## 8. RETIREMENT ACCOUNTS

☐ Each party is awarded one-half of the community property interest in the retirement account(s) identified below:

☐ Pension ☐ Retirement ☐ Deferred Compensation ☐ IRA ☐ 401k ☐ \_\_\_\_\_  
Financial Institution Information: \_\_\_\_\_

☐ Pension ☐ Retirement ☐ Deferred Compensation ☐ IRA ☐ 401k ☐ \_\_\_\_\_  
Financial Institution Information: \_\_\_\_\_

*The parties shall divide the community property interest in the retirement account(s) as follows:*

☐ The parties shall divide their interest by way of Trustee to Trustee Transfer; or

☐ The parties shall divide their interest by way of Qualified Domestic Relations Order ("QDRO")

☐ The parties shall prepare a QDRO approved by the Plan Participant of said retirement plan; or

☐ The parties agree to utilize the services of \_\_\_\_\_, who is hereby appointed under Evidence Code §730 to prepare the QDRO. Each party shall cooperate in the completion of the QDRO. Each party shall pay one-half of the cost of the preparation of the QDRO. Both parties shall immediately contact \_\_\_\_\_ to initiate this process.

☐ Other Terms re: Retirement Accounts: \_\_\_\_\_



Petitioner:	Case Number:
Respondent:	

## 9. SEPARATE PROPERTY

☐ **SEPARATE PROPERTY OF PETITIONER.** The following shall be confirmed to Petitioner as his/her sole and separate property:

***DO NOT include property divided in the "Community Property" section***


☐ **SEPARATE PROPERTY OF RESPONDENT.** The following shall be confirmed to Respondent as his/ her sole and separate property:

***DO NOT include property divided in the "Community Property" section***


## 10. OTHER ORDERS

- ☐ Each of the parties shall pay his/her own fees, expenses of litigation and court costs, excepting those previously ordered.
- ☐ Restoration of Former Name: ☐ Petitioner ☐ Respondent requests restoration of the former name as follows: \_\_\_\_\_.
- ☐ Both parties waive Statement of Decision and any right to appeal.
- ☐ Restraining orders have already been issued in this case and a copy of the personal conduct restraining order is attached to this Judgment.
- ☐ Additional orders \_\_\_\_\_

---



---



---



---



---



---

Petitioner:	Case Number:
Respondent:	

---

---

---

---

---

---

---

---

**Each of the parties shall execute forthwith all of the documents necessary to carry out the terms of this agreement.**

**Waiver of Final Declaration of Disclosure by both parties:** The parties agree to waive the requirements of Family Code section 2105(a) concerning the final declaration of disclosure: By signing this Waiver provision, each party represents that there has been full compliance with Family Code section 2104, and the preliminary declarations of disclosure have been completed and exchanged. The parties 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. The parties have fully complied with Family Law 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 an interest, and (3) the amounts of all community debts and obligations.

Each of the parties enters into this waiver knowingly, intelligently, and voluntarily. 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. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

The petitioner and respondent declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

x _____	_____	x _____	_____
Petitioner	Date	Respondent	Date

# **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.

<b>Petitioner:</b>	<b>Case Number:</b>
<b>Respondent:</b>	

**PENALTIES FOR VIOLATION OF ORDERS**

If either party violates orders contained herein, party may be subject to civil or criminal penalties, or both.

**The foregoing is agreed to by:**

X \_\_\_\_\_ Date \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Petitioner Respondent

**Approved as conforming to the agreement of the parties:**

\_\_\_\_\_  
 (Petitioner's Attorney, if any)

\_\_\_\_\_  
 (Respondent's Attorney, if any)

**Settlement Officer:**

\_\_\_\_\_ Date: \_\_\_\_\_

**IT IS SO ORDERED:**

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

\_\_\_\_\_  
**JUDGE OF THE SUPERIOR COURT**