

SUPERIOR COURT OF CALIFORNIA COUNTY OF YUBA 215 5TH STREET, SUITE 200 MARYSVILLE, CA 95901 (530) 740-1800	<i>FOR COURT USE ONLY</i>
In the Matter of: <hr style="width: 80%; margin-left: 0;"/> <p style="text-align: center;">Petitioner</p> <p>and</p> <hr style="width: 80%; margin-left: 0;"/> <p style="text-align: center;">Respondent</p>	CASE NUMBER: _____
FAMILY LAW STIPULATION AND ORDER	

Petitioner present not present represented by Attorney: _____

Respondent present not present represented by Attorney: _____

Minor's Counsel present not present

Claimant 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 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 petitioner respondent.

Physical custody: joint sole to petitioner respondent.

Parenting Time/Visitation is set forth in the Mediated Agreement which is attached hereto; is set 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.
- 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.

3. **SPOUSAL/PARTNER SUPPORT:** Petitioner Respondent will pay the other party \$_____ per month payable on the _____ day of each month, (or payable one-half (1/2) on the _____ day and one-half (1/2) on the _____ day of each month) starting (date) _____

payable by wage assignment.

This is a temporary spousal support order.

Spousal/Partner Support is payable until the death of either party, the remarriage of the recipient, registration of new partnership, or further order of the Court.

4. **ATTORNEY'S FEES AND COSTS.** The parties agree that petitioner respondent will pay to the other party the other party's attorney the sum of \$_____ on account of attorney's fees and \$_____ on account of costs, payable by (date) _____

payable at the rate of \$_____ per month commencing (date) _____.

The entire balance will become due if any payment is not made within ten 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.

6. Each party is restrained from cashing, borrowing against, canceling, transferring, disposing of, or 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.

7. **EXCLUSIVE USE OF PROPERTY.** Petitioner Respondent will receive the exclusive temporary use and possession of the following described property subject to the following described conditions, if any:

OTHER ORDERS OR **STIPULATIONS:** _____

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CONTINUATION OF OTHER ORDERS OR **STIPULATIONS:** _____

6. Hearing date is continued to _____ at _____ am pm.

SIGNATURE OF PARTIES

I have read the entire stipulation and agreement consisting of _____ pages. I understand it fully 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 punishable by fine and/or imprisonment. I waive any and all rights to formal notice of this order.

Dated: _____

Petitioner

Dated: _____

Respondent

Dated: _____

Claimant

APPROVED AS TO FORM AND CONTENT:

Dated: _____

Attorney for Petitioner

Dated: _____

Attorney for Respondent

Dated: _____

Attorney for Claimant/Minor's Counsel

Pursuant to stipulation of the parties, **IT IS SO ORDERED.**

Dated: _____

Judge of the Superior Court

