

**CUSTODY/VISITATION**

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

Child's Name	Birth Date	Legal Custody to:	Primary Physical Custody to:

The other parent shall have the following secondary physical custody rights:

- Reasonable right of visitation as agreed between the parties.
  - As contained in the Recommendation and Order After Mediation, consisting of \_\_\_\_\_ pages, which was filed on \_\_\_\_\_ and which is reproduced in its entirety herein.
  - Other: \_\_\_\_\_
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***Pursuant to Family Code Section 3048 (a):***

- (1) This Court exercises jurisdiction under Family Code Sections 3421-3424.*
- (2) Notice and opportunity to be heard were given under Family Code Section 3425*
- (3) A clear description of the custody and visitation rights of each party is set forth herein.*
- (4) Violation of the order may subject the party in violation to civil or criminal penalties, or both.*
- (5) The habitual residence of the child/ren is the United States of America.*

**CHILD SUPPORT**

**CHILD SUPPORT PAYMENTS.**  Petitioner  Respondent shall pay to the other party as and for child support the sum of \$\_\_\_\_\_ per month due one-half on the first and one-half on the fifteenth day of each month commencing \_\_\_\_\_. The duty of support continues until each child has attained the age of 18 years and is no longer a full-time high school student, attains the age of 19 years, dies, marries, is emancipated, written agreement of the parties or further order of the court which ever first occurs. Support shall be allocated between the minor children as follows:

\$ \_\_\_\_\_ for the support of the first (oldest) child; \$ \_\_\_\_\_ for the support of the second child;  
 \$ \_\_\_\_\_ for the support of the third child; \$ \_\_\_\_\_ for the support of the fourth child.

- RESERVED.** The issue of child support is reserved for later determination upon noticed motion.
- RESERVED.** The Department of Child Support Services is collecting support for these children, so the court shall reserve Jurisdiction.

**CONSOLIDATE:** That this case shall be consolidated with Case number \_\_\_\_\_. This case shall be the Master File

**GUIDELINE CHILD SUPPORT FINDINGS.**

Guideline Child Support Calculation, attached hereto and incorporated herein.

Gross monthly incomes are as follows: Petitioner's \$\_\_\_\_\_; Respondent's \$\_\_\_\_\_.

Percentage of time each parent has primary responsibility for the children: Petitioner: \_\_\_\_% Respondent: \_\_\_\_%

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

Petitioner is paying: Medical Insurance: \$\_\_\_\_\_ Union Dues:\_\_\_\_\_ Mandatory Pension \$\_\_\_\_\_

Respondent is paying: Medical Insurance: \$\_\_\_\_\_ Union Dues: \_\_\_\_\_ Mandatory Pension \$\_\_\_\_\_

The amount of child support payable by  Petitioner  Respondent as calculated under the guideline is \$\_\_\_\_\_ per month.

**WE AGREE TO NON-GUIDELINE CHILD SUPPORT AS FOLLOWS:** The Parties acknowledge that: (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 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 and no public assistance application is pending, except as set forth below.

**ARREARS.**  Petitioner  Respondent owes to the other parent child support arrears in the principal sum of \$ \_\_\_\_\_for the period of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. These arrears shall be paid as follows:

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

**MEDICAL/DENTAL/VISUAL INSURANCE.**

As and for additional child support,  Petitioner  Respondent shall obtain and/or maintain for the minor child/ren medical, dental and visual insurance if available at reasonable cost if the cost does not exceed five percent of the obligor's gross income through an employment or union affiliation.

Any health expenses not paid by insurance shall be shared: Petitioner 50 % and Respondent 50 %.

Any request for reimbursement of uncovered expenses must be made within 30 days of the date the expense is incurred and should be presented with a copy of the bill or receipt of payment. Payment should thereafter be made within 30 days of receipt of request.

**PAYMENT OF SUPPORT**

An Income Withholding Order for the above support shall issue.

The right to support has been assigned to the county or a public assistance application is pending.

The Department of Child Support Services approves of the forgoing support order.

Date: \_\_\_\_\_ Signature of DCSS Attorney: \_\_\_\_\_





**SEPARATE PROPERTY OF PETITIONER.** The following is confirmed to Petitioner as his/her separate property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEPARATE PROPERTY OF RESPONDENT.** The following is confirmed to Respondent as his/her separate property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER ORDERS:**

1. The Parties represent and agree that this is a full and final settlement of all issues presented in this matter, including division of all assets and debts specifically included on disclosures and filed in this matter, whether accounted for in this Judgment or not. The court shall retain jurisdiction to make rulings only on later-discovered assets and debts.
2. The parties hereby further agree that they shall execute any and all documents required to carry out the terms of this Judgment. In the event a party fails to execute documents required to transfer property, the aggrieved party may file an Order to Show Cause requesting that the Clerk of the Court be designated as Elisor to sign in place of the non-cooperative party in order to accomplish the required transfer(s).
3.  Petitioner  Respondent, understanding that the distribution of assets and debts included herein may be unequal, hereby waives their right to an equal distribution.
4.  As and for an equalization of the distribution of Community Assets & Debts,  Petitioner  Respondent shall pay to  Petitioner  Respondent the sum of \$\_\_\_\_\_. Said sum shall be paid as follows:

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

5. \_\_\_\_\_  
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6. This Judgment may be signed by a Court Commissioner as a Judge Pro Tem.

**THE UNDERSIGNED PARTIES APPROVE AS TO FORM AND CONTENT:**

Date:

\_\_\_\_\_  
Printed Name of Petitioner

\_\_\_\_\_  
Signature of Petitioner

Date:

\_\_\_\_\_  
Printed Name of Respondent

\_\_\_\_\_  
Signature of Respondent

**THIS ADDENDUM TO JUDGMENT IS ORDERED INCORPORATED INTO AND MADE A PART OF THIS JUDGMENT AND THE PARTIES ARE ORDERED TO COMPLY WITH ALL OF THE EXECUTORY TERMS.**

\_\_\_\_\_  
*Judge/Commissioner*

\_\_\_\_\_  
*Date*