

ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NO.:	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/PARTY:		
<b>STIPULATION TO ESTABLISH OR MODIFY CHILD SUPPORT AND ORDER</b>		CASE NUMBER:

1. a.  Mother's net monthly disposable income: \$  
 Father's net monthly disposable income: \$  
**-OR-**  
 b.  A printout of a computer calculation of the parents' financial circumstances is attached.
2.  Percentage of time each parent has primary responsibility for the children: Mother: % Father: %
3. a.  A hardship is being experienced by the mother: \$ per month because of (specify):  
 The hardship will last until (date):  
 b.  A hardship is being experienced by the father: \$ per month because of (specify):  
 The hardship will last until (date):
4. The amount of child support payable by (name): , referred to as "the parent ordered to pay support," as calculated under the guideline is: \$ per month.
5.  We agree to guideline support.
6.  The guideline amount should be rebutted because of the following:
  - a.  We agree to child support in the amount of \$ per month; the agreement is in the best interest of the children; the needs of the children will be adequately met by the agreed amount; and application of the guideline would be unjust or inappropriate in this case.
  - b.  Other rebutting factors (specify):
7. The parent ordered to pay support must pay child support as follows beginning (date):
  - a. BASIC CHILD SUPPORT
 

<u>Child's name</u>	<u>Monthly amount</u>	<u>Payable to (name):</u>
---------------------	-----------------------	---------------------------

Total: \$ payable  on the first of the month  other (specify):
- b.  In addition, the parent ordered to pay support must pay the following:
  - (1)  \$ per month for child care costs to (name): on (date):
  - (2)  \$ per month for health-care costs not covered by insurance to (name): on (date):
  - (3)  \$ per month for special educational or other needs of the children to (name): on (date):
  - (4)  other (specify):
- c. **Total monthly child support** payable by the parent ordered to pay support will be: \$ payable  on the first of the month  other (specify):
- d. When a person who has been ordered to pay child support is in jail or prison or is involuntarily institutionalized for any period of more than 90 days in a row, the child support order is temporarily stopped. However, the child support order will not be stopped if the person who owes support has the financial ability to pay that support while in jail, prison, or an institution. It will also not be stopped if the reason the person is in jail, prison, or an institution is because the person didn't pay court ordered child support or committed domestic violence against the supported person or child. The child support order starts again on the first day of the month after the person is released from jail, prison, or an institution.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/PARTY:	CASE NUMBER:
---	--------------

8. a. Health insurance will be maintained by (*specify name*):  
 The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.
- b.  A health insurance coverage assignment will issue if health insurance is available through employment or other group plan or otherwise is available at reasonable cost. Both parents are ordered to cooperate in the presentation, collection, and reimbursement of any medical claims.
- c. Any health expenses not paid by insurance will be shared: Mother:                   %           Father:                   %
9. a. An earnings assignment order is issued.
- b.  We agree that service of the earnings assignment be stayed because we have made the following alternative arrangements to ensure payment (*specify*):
10. In the event that there is a contract between a party receiving support and a private child support collector, the party ordered to pay support must pay the fee charged by the private child support collector. This fee must not exceed 33 1/3 percent of the total amount in arrears nor may it exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the party receiving support, jointly.
11.  Travel expenses for visitation will be shared: Mother:                   %           Father:                   %
12.  We agree that we will promptly inform each other of any change of residence or employment, including the employer's name, address, and telephone number.
13.  Other (*specify*):
14. We agree that we are fully informed of our rights under the California child support guidelines.
15. We make this agreement freely without coercion or duress.
16. The right to support
- a.  has not been assigned to any county, and no application for public assistance is pending.
- b.  has been assigned or an application for public assistance is pending in (*county name*):  
*If you checked b., an attorney for the local child support agency must sign below, joining in this agreement.*

Date: \_\_\_\_\_  
 (TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)

**Notice:** If the amount agreed to is less than the guideline amount, no change of circumstances need be shown to obtain a change in the support order to a higher amount. If the order is above the guideline, a change of circumstances will be required to modify this order. This form must be signed by the court to be effective.

Date: \_\_\_\_\_  
 (TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
 (SIGNATURE OF PETITIONER)

Date: \_\_\_\_\_  
 (TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
 (SIGNATURE OF RESPONDENT)

Date: \_\_\_\_\_  
 (TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY FOR PETITIONER)

Date: \_\_\_\_\_  
 (TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY FOR RESPONDENT)

**THE COURT ORDERS**

17. a.  The guideline child support amount in item 4 is rebutted by the factors stated in item 6.
- b. Items 7 through 13 are ordered. All child support payments must continue until further order of the court, or until the child marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child who has attained the age of 18 years, is a full-time high school student, and resides with a parent, until the time the child completes the 12th grade or attains the age of 19 years, whichever first occurs. Except as modified by this stipulation, all provisions of any previous orders made in this action will remain in effect.

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

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

**NOTICE: Any party required to pay child support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent per year. This can be a large added amount.**