

1 NAME
ADDRESS
2 TELEPHONE NUMBER
EMAIL
3

4 **Notice:** Please contact an attorney to advise you of your rights upon an assessment of the facts in
your case before using this template judgment. It is strongly advised that you contact a [family law](#)
5 [attorney](#) or a [divorce attorney](#) to consider all of your options.

6 Attorneys for Petitioner

7
8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF RIVERSIDE**

10 [Name of Husband or Wife],

CASE NO.

11 Petitioner,

**MARITAL SETTLEMENT
AGREEMENT**

12 v.

13 [Name of Husband or Wife],

14 Respondent.

15
16 **THE PARTIES OF THE ABOVE-ENTITLED MATTER ENTER INTO THE**
17 **FOLLOWING MARITAL SETTLEMENT AGREEMENT:**

18 **I. STATISTICAL INFORMATION**

- 19 1. The parties were married on [DATE OF MARRIAGE].
- 20 2. The parties have the following minor children: CHILD'S NAME, born CHILD'S DOB; and
21 CHILD'S NAME, born CHILD'S DOB.
- 22 3. Petitioner filed a Petition for Dissolution of Marriage on [FILING DATE] and the court
23 acquired jurisdiction over Respondent on [DATE OF RESPONDENT'S FIRST
24 APPEARANCE OR DATE OF SERVICE OF SUMMONS].
- 25 4. Irreconcilable differences have arisen between the parties. These differences have led to the
26 irremediable breakdown of their marriage. The parties have separated and agreed to live
27 without any interference by the other.

- 1 5. The parties separated on [DATE OF SEPARATION], which is ___ years and ___ months
2 from the date of their marriage.
- 3 6. Petitioner (also referred hereto as Husband and/or Father or Wife and/or Mother) and
4 Respondent (also referred hereto as Husband and/or Father or Wife and/or Mother) have not
5 resumed their marital relationship since the date of separation.
- 6 7. The parties herein agree to all terms contained herein and intend for this Marital Settlement
7 Agreement to resolve all issues currently pending in the above-captioned case.

8 **II. CHILD CUSTODY AND VISITATION**

- 9 1. The parents shall share JOINT LEGAL CUSTODY of the minor children: CHILD’S NAME,
10 born CHILD’S DOB; and CHILD’S NAME, born CHILD’S DOB.
- 11 A. The parents shall share in the responsibility to make decisions regarding the health,
12 education, and welfare of the children.
- 13 B. Each parent shall notify the other of the name and address of each health practitioner
14 who examines or treats the children, such notification to be made within 3 days of the
15 commencement of the first such treatment or examination.
- 16 C. Each parent is authorized to take any and all actions necessary to protect the health and
17 welfare of the children, including but not limited to consent to emergency surgical
18 procedures or treatment. The parent authorizing such emergency treatment must notify
19 the other parent as soon as possible of the emergency situation and of all procedures or
20 treatment administered to the children.
- 21 D. Each parent will have access to the children's school, medical, and dental records and
22 the right to consult with those professionals providing services to the children.
- 23 E. Each parent shall be designated as a person the children's school is to contact in the
24 event of an emergency.
- 25 F. Notification of parent's current address. Each parent shall keep the other advised at all
26 times of his/her current residence address, telephone numbers (home and work), the
27 children's school, and the location of any place where the children will be spending any
extended period of time four days or longer. Neither parent may use such information

- 1 for the purpose of harassing, annoying or disturbing the peace of the other or invading
2 the other's privacy. If a parent has an address with the State of California's Safe at Home
3 confidential address program, no residence or work address is needed.
- 4 G. Notification of proposed move of children when that move will impact the ability of the
5 children to visit regularly with the non-custodial parent. The parent intending to move
6 the children must notify the other parent 45 days prior to any planned change in
7 residence of the children. The notification must state, to the extent known, the planned
8 address of the children, including the county and state of the new residence. The
9 notification must be sent by certified mail. return receipt requested.
- 10 H. In exercising joint legal custody, the parties will share in the responsibility and discuss
11 in good faith matters concerning the health education, and welfare of the children. The
12 parties must discuss and consent in making decisions on the following matters:
- 13 1) Enrollment in or leaving a particular private or public school or daycare center;
14 2) Beginning or ending psychiatric, psychological, or other mental health
15 counseling or therapy;
16 3) Participation in extracurricular activities;
17 4) Selection of a doctor, dentist, or other health professional (except in emergency
18 situations).
- 19 I. If a party does not discuss and obtain the consent of the other party to the decisions
20 indicated in item H above,
- 21 1) He or she may be subject to civil or criminal penalties.
22 2) The court may change the legal and physical custody of the minor children.
- 23 J. In all other matters in exercising joint legal custody, the parents may act alone as long
24 as the action does not conflict with any orders concerning the physical custody of the
25 children.
- 26 2. The parties shall have JOINT PHYSICAL CUSTODY of the children. Both parents shall
27 share the physical care, custody, and control of the children reasonably between them in such
a manner as to ensure that the children maintain frequent and continuing contact with both
parents.

- 1 3. REGULAR TIME SHARE PERIODS
- 2 A. MOTHER'S PARENTING TIME:
- 3 1) EXAMPLE: MOTHER shall have the children on alternating weeks beginning
- 4 on Thursday pick-up at school (or 3 PM on non-school days) until Saturday at
- 5 8 PM, commencing September 3, 2020; and
- 6 2) EXAMPLE: MOTHER shall have the children on alternating weeks beginning
- 7 on Thursday pick-up at school (or 3 PM on non-school days) until Sunday at 8
- 8 PM, commencing September 10, 2020.
- 9 B. FATHER'S PARENTING TIME:
- 10 1) FATHER shall have the minor children at all other times.
- 11 C. During any parenting period, the parent will be expected to spend as much time as
- 12 possible with the children.
- 13 D. BOTH PARENTS shall have as much additional parenting time with the children as can
- 14 be agreed upon by the parents.
- 15 E. No interference with the schedule of the other parent without that parent's consent.
- 16 Neither parent will schedule activities for the children during the other parent's
- 17 scheduled parenting time without the other parent's prior agreement.
- 18 F. Canceled parenting time. If the non-custodial parent fails to arrive at the appointed time
- 19 and fails to notify the custodial parent that he or she will be late, then the custodial
- 20 parent need wait for only 30 minutes before considering the visitation canceled.
- 21 G. In the event that a non-custodial parent is unable to exercise visitation on a given
- 22 occasion, he or she must notify the custodial parent at the earliest possible opportunity.
- 23 H. The custodial parent must give the non-custodial parent, as much notice as is possible,
- 24 if the children are ill and unable to participate in scheduled time with the other parent.
- 25 A doctor's excuse is required.
- 26 4. HOLIDAYS/SPECIAL DAYS
- 27 A. Holidays/Special Days/School Breaks shall be arranged by mutual agreement of the
- parents.

1 B. Special day contacts shall take precedence over regular periods and holiday visitation
2 for either parent.

3 C. Holiday/Special Day contacts shall take precedence over regular and school break
4 contacts and shall not interfere with school attendance.

5 5. VACATION/TRAVEL

6 A. A parents' vacation may not interfere with the other parent's Holidays/Special Days or
7 School Break schedules unless agreed upon between the parents in writing.

8 B. Every year, each parent may take vacation with the children for up to 7 days, for no
9 more than 7 consecutive days at once. The parent must notify the other parent verbally
10 and in writing of their vacation plans a minimum of 30 days in advance and provide the
11 other parent with a basic itinerary that includes dates of leaving and returning,
12 destinations, flight information, and telephone numbers for emergency purposes.

13 C. Should the parents' vacation/travel dates conflict, FATHER shall have preference for
14 his dates in the ODD-NUMBERED (2021, 2023) years and MOTHER shall have
15 preference for her dates in the EVEN-NUMBERED years (2020, 2022).

16 D. When either parent plans to travel outside of the State of California for overnight or
17 longer during their parenting time, a contact phone number and destination shall be
18 provided to the other parent.

19 E. Any vacation outside the United States requires prior written notice to and consent of
20 the other parent or a court order.

21 6. TRANSPORTATION/EXCHANGES

22 A. Only a licensed and insured driver will drive the children. The vehicle must have legal
23 child restraint devices.

24 B. If the parents cannot choose a mutually agreeable exchange location, FATHER and
25 MOTHER, or their agreed adult designee, shall pick up and drop off the children at the
26 curbside of the other parent's home by the receiving parent when the exchanges do not
27 take place at the minor children's school.

28 C. The parents shall not use the exchange times to discuss conflicts pertaining to the
29 children, their own adult disputes or their court case.

- 1 7. TELEPHONE/AUDIO-VIDEO COMMUNICATION GUIDELINES
- 2 A. The children may have telephone/audio-video access to the parents at reasonable times
- 3 and for a reasonable duration.
- 4 B. Each parent may have telephone/audio-video access to the children at reasonable times
- 5 and for a reasonable duration.
- 6 C. Neither parent nor any other third party may listen to or monitor the calls.
- 7 8. ADDITIONAL PROVISIONS
- 8 A. Childcare
- 9 1) The children must not be left alone without age appropriate supervision.
- 10 2) The parents must let each other know the name, address and phone number of
- 11 the children's regular childcare providers.
- 12 B. Children's clothing and belongings
- 13 1) Each parent will maintain clothing for the children so that the children do not
- 14 have to make the exchanges with additional clothing.
- 15 9. RESTRAINTS ON CONDUCT
- 16 A. No Use of Children as Messenger. The parents will communicate directly with each
- 17 other on matters concerning the children and may not use the children as messengers
- 18 between them.
- 19 B. No Negative Comments. Neither parent will make, nor allow others to make, negative
- 20 comments about the other parent or the other parent's past or present relationships,
- 21 family, or friends within hearing distance of the children.
- 22 C. No Parental Alienation. Each parent is enjoined and restrained from saying anything or
- 23 doing anything, which might tend to alienate the affection of the minor child for the
- 24 other parent or allowing any third person to do so.
- 25 D. Detriment to the Children. Both parents are enjoined and restrained from doing
- 26 anything, and permitting any third person from doing so, that would be detrimental to
- 27 the health, safety, morals, or welfare of the children.
- E. No Exposure to Secondhand Smoke. The children will not be exposed to secondhand
smoke, including but not limited to cigarettes, marijuana, hookah, or vaping. The

1 children will not be exposed to any form of secondhand smoke while in the home or car
2 of either parent.

3 F. No Corporal Punishment. Each parent is enjoined and restrained from inflicting
4 corporal (physical) punishment of any kind on the children or permitting any third
5 person to do so.

6 G. Discussing the Case. Neither parent shall discuss the business of this case with the
7 children, nor permit any third person to do so, except in the presence of a therapist.

8 10. The terms and conditions of this order may be added to or changed as the needs of the children
9 and parents change. Such changes will be in writing, dated and signed by both parents; each
10 parent will retain a copy. Unless the changes are filed in court, the changes may not be
11 enforceable. If the parents want a change to be a court order, it must be filed with the court
12 in the form of a court document.

13 11. Family Code, Section 3048(A) Findings:

14 A. This court is the court of proper jurisdiction to make child custody orders under the
15 UCCJEA;

16 B. The responding parent was given notice and an opportunity to be heard; a clear
17 description of the legal and physical custody rights of each party is contained in this
18 order;

19 C. The country of habitual residence of the children is the United States of America.

20 12. The parties herein agree that a Court Commissioner or Temporary Judge may sign this
21 Stipulation and Order.

22 13. The parties herein agree that a signature appearing via electronic transmission may have the
23 same full force and effect as an original signature.

24 III. CHILD SUPPORT

25 14. Petitioner/Respondent shall pay to Petitioner/Respondent, as and for child support, the sum
26 of \$1,000.00 (Example Child Support Amount) per month, for the benefit of the minor
27 children, CHILD'S NAME, born CHILD'S DOB; and CHILD'S NAME, born CHILD'S
DOB; as indicated in the attached Xspouse calculation. Child support is apportioned as
follows: \$600.00 for CHILD'S NAME; and \$400.00 for CHILD'S NAME. Payments shall

- 1 be made payable one-half (1/2) on the first (1st) day of each month and one-half (1/2) on the
2 fifteen (15th) day of each month, commencing November 1, 2020.
- 3 15. The Parties agree that child support shall terminate for each child when that minor child
4 reaches the age of eighteen (18) years and graduates from high school, dies, is emancipated,
5 reaches age nineteen (19), or reaches age eighteen (18) and is not a full-time high school
6 student, whichever comes first.
- 7 16. As and for additional child support, both parties are ordered to maintain for the benefit of the
8 minor children all medical, dental and hospital insurance (available through employment
9 and/or union affiliation at little or no cost), to pay the premiums thereon, and to maintain
10 them as insured, and each party shall cooperate in the presentation, collection and
11 reimbursement of claims under such policy or policies.
- 12 17. Both parents are responsible for one-half of medical, dental, orthodontic, optometric,
13 psychiatric, and/or psychological expenses for the minor child, not covered by insurance,
14 pursuant to Family Code, § 4062 and 4063. If a parent has already paid all of these costs, that
15 parent shall provide proof of payment and a request for reimbursement of his or her court-
16 ordered share to the other parent. If a parent has paid his or her court-ordered share of the
17 costs only, that parent shall provide proof of payment to the other parent, request the other
18 parent to pay the remainder of the costs directly to the provider, and provide the reimbursing
19 parent with any necessary information about how to make the payment to the provider. The
20 other parent shall make the reimbursement or pay the remaining costs within the time period
21 specified by the court, or, if no period is specified, within a reasonable time not to exceed 30
22 days from notification of the amount due, or according to any payment schedule set by the
23 health care provider for either parent unless the parties agree in writing to another payment
24 schedule or the court finds good cause for setting another payment schedule.
- 25 18. Each party must complete and file with the court a Child Support Case Registry (form FL-
26 191) within 10 days of the Stipulated Judgment, thereafter, the parties must notify the court
27 of any change in the information submitted within 10 days of the change by filing an updated
form.

- 1 19. Each party must notify the other party in writing within 48 hours of any change in
2 employment, advising the employers name and address and anticipated rate of pay. If a party
3 fails to notify the other of a change of employment or income as ordered, the court reserves
4 jurisdiction to retroactively modify support to the date notice should have been given.
- 5 20. Any party required to pay child support must pay interest on overdue amounts at the legal
6 rate which is currently 10% per year.
- 7 21. In the event that there is a contract between a party receiving support and a private child
8 support collector, the party ordered to pay support must pay the fee charted by the private
9 child support collector. This fee must not exceed 33 ½ percent of the total amount of past
10 due support nor may it exceed 50 percent of any fee charged by the private child support
11 collector. The money judgment created by this provision is in favor of the private child
12 support collector and the party receiving support, jointly.
- 13 22. Pursuant to Family Code, § 4065, each party agrees that each is fully informed of their rights
14 under the applicable guidelines for child support. Each party enters into this Stipulated
15 Judgment freely without threat, coercion, or duress. The needs of the child will be adequately
16 met by this Stipulated Judgment. This Stipulated Judgment is in the best interest of the child.
17 The right to support has not been assigned to any county pursuant to Welfare and Institutions
18 Code, § 11477 and no application for public assistance is pending.
- 19 23. Both parties stipulate and agree that there are no child support arrears owing and each party
20 waives his/her right to assert any future claim for past due child support or over-payment of
21 support as of the date of execution of this Stipulated Judgment.

IV. SPOUSAL SUPPORT

- 22 24. IF SPOUSAL SUPPORT: Petitioner/Respondent is ordered to pay to Petitioner/Respondent
23 as and for spousal support, the sum of \$700.00 (Example Spousal Support Amount) per
24 month, payable one-half on the first and one-half on the fifteenth of each month commencing
25 November 1, 2020 and continuing until further order of the court, the death of either party, or
26 the remarriage of payee spouse, whichever first occurs.
- 27 25. IF NO SPOUSAL SUPPORT: Both parties waive any and all rights to spousal support
payments and understand(s) that this waiver is final and they may never in the future petition

1 any court for spousal support. Both parties are aware that this clause may work great and
2 unexpected hardship to them, and they have considered that possibility in electing to waive
3 spousal support. The court does not reserve jurisdiction over the issue of spousal support.
4 This waiver of spousal support is absolute.

5 26. IF NO SPOUSAL SUPPORT: The Court retains absolutely no jurisdiction to award spousal
6 support to either party in the future. The provisions of this section are intended to comply
7 with the requirements of *In Re Marriage of Vomacka* (1984) 36 Cal.3d 459, which shall
8 make clear that no court shall have the authority to provide support in any amount at any
9 time. As a result of both parties agreement herein to terminate the Courts jurisdiction to
10 award spousal support, the Court cannot award support even if there is a change of
11 circumstances, poor health, inability to work, bad investments, decline in market value of
12 assets, decreased income, serious need or either party wins the lottery.

13 27. The parties agree and acknowledge the provisions of California Family Code §4330 (b),
14 which expressly provides: it is the goal of the state that each party shall make reasonable
15 good faith efforts to become self-supporting as provided in the Family Code, section 4320.
16 The failure to make reasonable good faith efforts may be one of the factors considered by the
17 court as a basis for modifying or terminating support.

18 28. The agreements made herein were made after careful consideration of those factors
19 enumerated in Family Code, § 4320. This order satisfies the middle-class marital standard of
20 living.

21 29. The orders for support made hereinabove are based on the following assumptions of facts:

- 22 A. Petitioner's gross monthly income of \$_____ per month.
- 23 B. Respondent's gross monthly income of \$_____ per month.
- 24 C. The parties' residence was described as 1,900 square foot, 3 bedroom, 3 bath.
- 25 D. Each party is being awarded a working, paid off, vehicle pursuant to the terms of this
26 Stipulated Judgment.
- 27 E. The parties' have three community credit cards, which Petitioner is taking on as sole
and separate obligation herein without off-set.
- F. The parties' lifestyle is described as middle-class.

- 1 G. There is no documented history of domestic violence between the parties.
- 2 30. PLEASE NOTE: Under the 2018 Tax Cuts and Jobs Act, or TCJA, spousal support that is
3 agreed to or ordered on or after January 1, 2019, is no longer deductible to the payor or
4 taxable to the payee, under federal law. The old rules have not changed for purposes of
5 California taxation. The guideline programs mentioned above are being updated to reflect
6 this fact for support orders originating after January 1. However, the old guideline formulas
7 will continue to apply to support instruments, and court orders, entered into or issued prior to
8 December 31, 2018.

9 **V. ADVISEMENT OF RIGHT TO DISCOVERY**

- 10 31. Both parties hereby acknowledge that his or her counsel, if any, is unable to adequately
11 advise him and her with regards to: the very existence and extent of the assets and debts
12 subject to the court's jurisdiction; the characterization of the assets and debts; the valuation
13 of the assets and debts; and the division and/or confirmation of the assets and debts. Each
14 further specifically acknowledges that the reason counsel is unable to adequately advise him
15 and her with respect to the above is because said counsel has been directed to refrain from
16 any discovery and minimize attorney's fees and costs, based upon the belief of the parties
17 that each knows the extent, characterization and valuation of all assets and debts subject to
18 the jurisdiction of this court.
- 19 32. Each party further specifically acknowledges that each has been advised with regard to the
20 potential legal effect of the lack of discovery, i.e., the potential that he or she will not receive
21 that to which he or she is entitled under California law in general and the Family Law Act in
22 particular and that the practical effect of the lack of discovery is that he or she will not
23 receive assets to which he or she has the legal right; and/or that he or she will receive debts
24 for which he or she should not be obligated.

25 **VI. TERMINATION OF JOINT TENANCIES**

- 26 33. Effective as soon as both parties have signed this Stipulated Judgment, any and all joint
27 tenancy (with rights of direct survivorship) ownership between the parties are terminated.
The parties shall own those assets as tenants in common. This section applies to all
ownerships including but not limited to, real property, vehicles, or institutional accounts.

1 Upon execution of this Stipulated Judgment and without regard to record title status, each
2 party waives all rights of direct survivorship from the other party.

3 **VII. DIVISION OF COMMUNITY OR CO-OWNED PROPERTY**

4 34. The community and co-owned property is divided so that the aggregate net fair market value
5 of the community and co-owned property received by each is approximately equal,
6 considering the division of any community or joint liabilities. This division, which is set
7 forth below, is deemed fair and equal by the parties.

8 35. Petitioner shall receive each former community or co-owned asset set forth immediately
9 below. This property shall, forthwith, be the sole and separate property of Petitioner:

- 10 A. One-half the proceeds of the sale of the marital residence located at 1234 Divorce Street,
11 Riverside, CA 92501 upon the sale of the property.
- 12 B. One-half of the community property interest in the 401(k) plan in Petitioner’s name,
13 through Petitioner’s employment with ABC/123 Corp. Attorney Richard Muir shall
14 prepare a proposed Qualified Domestic Relations Order (QDRO) dividing the party’s
15 respective interests for the retirement benefit plan, and each party is ordered to
16 cooperate in the preparation and filing of said QDRO. The parties shall each pay 50%
17 of the cost of preparation of said QDRO.
- 18 C. 2010 Subaru Outback, along with any encumbrance thereon.
- 19 D. Wells Fargo Bank Account #1234.
- 20 E. Miscellaneous furniture, furnishings, appliances, household effects, clothing, and
21 personal items in the possession of Petitioner.
- 22 F. Massage chair, hand tools, and various other personal property items and clothing of
23 Petitioner’s currently in the possession of Respondent. The parties shall meet and
24 confer regarding a pick-up time for said items.
- 25 G. Any policy of life insurance insuring Petitioner’s life and Petitioner shall be entitled to
26 any benefits accruing from that ownership, including the right to name the beneficiary
27 of his/her choice. Petitioner shall also be responsible for any premium payments due or
 loans to be repaid on the policies insuring Petitioner’s life.

- 1 36. Respondent shall receive each former community or co-owned asset set forth immediately
2 below. This property shall, forthwith, be the sole and separate property of Respondent:
- 3 A. One-half the proceeds of the sale of the marital residence located at 1234 Divorce Street,
4 Riverside, CA 92501 upon the sale of the property.
- 5 B. One-half of the community property interest in the 401(k) plan in Petitioner's name,
6 through Petitioner's employment with ABC/123 Corp. Attorney Richard Muir shall
7 prepare a proposed Qualified Domestic Relations Order (QDRO) dividing the party's
8 respective interests for the retirement benefit plan, and each party is ordered to
9 cooperate in the preparation and filing of said QDRO. The parties shall each pay 50%
10 of the cost of preparation of said QDRO.
- 11 C. 2011 Toyota Prius, along with any encumbrance thereon.
- 12 D. Miscellaneous furnishings, appliances, household effects, clothing, personal property
13 items, and all other personal property left at the family residence except those
14 specifically allocated to Petitioner herein, in the possession of Respondent
(approximately \$6,000 value).
- 15 E. Any policy of life insurance insuring Respondent's life and Respondent shall be entitled
16 to any benefits accruing from that ownership, including the right to name the beneficiary
17 of his/her choice. Respondent shall also be responsible for any premium payments due
18 or loans to be repaid on the policies insuring Respondent's life.
- 19 37. The assets, as well as their earnings, rents and profits, received by each party pursuant to this
20 division of assets shall, from the effective date of this Stipulated Judgment forward, be the
21 sole and separate property of the respective parties. To the extent necessary to accomplish
22 this division, each party grants, conveys, and assigns his or her right, title, and interest to the
23 other.
- 24 38. Each party hereby warrants to the other that all community property of which he or she has
25 any knowledge has been listed in this Stipulated Judgment and that neither he nor she is
26 possessed or entitled to any community property of any kind or description which has not
27 been disposed of or agreed to be disposed of by this Stipulated Judgment. The parties
acknowledge that neither has made any warranty to the other as to the value of any of the

1 community property or other property, which either party may have, claim, or interest. Each
2 party has made his or her own investigation and judgment with respect to the value of all
3 property subject to this Stipulated Judgment, and each understands that both had the right to
4 obtain an appraisal of any asset. The parties acknowledge their understanding that they are
5 subject to a “fiduciary duties” as defined by California Family Code, § 721, 1100(e), 2100
6 and 2102, which includes, but not limited to, the obligation to make full disclosure of all
7 material facts and information regarding the existence, characterization and valuation of all
8 assets in which the community has or may have an interest and debts for which the
9 community is or may be liable, and to provide equal access to all information, records and
10 books pertaining to the character and value of those assets and debts, upon request; and they
11 further acknowledge that each has conscientiously endeavored to fulfill the duties of
12 disclosure imposed upon them by said Family Code, sections with respect to this Stipulated
13 Judgment.

13 39. Each party shall execute forthwith all of the documents necessary to carry out the terms of
14 this Stipulated Judgment.

15 40. Each party shall be responsible for arranging for any insurance coverage for any of the
16 property received under this Stipulated Judgment.

17 41. The parties agree that all after-discovered property that would have been community
18 property or quasi-community property under the law applicable as of the date of this
19 Agreement shall be divided equally between the parties.

20 42. The parties acknowledge that they have been informed by their respective counsel, or have
21 otherwise been advised and understand that pursuant to federal law, or the terms of this
22 above reference defined contribution pension plan, that they may become entitled to survivor
23 rights and/or benefits in, to or from the other spouses separate property retirement benefits.
24 The parties hereby (a) waive all their rights to all such survivor benefits under the others
25 separate property pension plan; (b) consent to the designation by the other party of any
26 person or entity as the beneficiary entitled to any such separate property survivor benefits
27 without future waiver by either party and (c) agree to execute all necessary documents within

1 thirty (30) days following the execution of this Agreement in order to effectuate such waiver
2 and consent.

3 **VIII. OBLIGATIONS – COMMUNITY OR CO-OWNED**

- 4 43. Each party hereby warrants to the other that he or she has not incurred and will not incur any
5 debt, liability, or obligation as to which the other is, or may be, liable, other than obligations
6 listed in Paragraph 43 and 44 below.
- 7 44. The parties further agree that all liabilities and obligations hereafter incurred by either party
8 shall be the obligation of the party incurring said liabilities and obligations, and except as
9 otherwise provided herein, each party releases the other from any and all liabilities, debts or
10 obligations that have been or will be incurred, and either a party agrees that if any claim,
11 actions, or proceeding shall hereafter be brought seeking to hold the other party liable on
12 account of any such debt, liability, or litigations, he or she will as his or her sole expense
13 defend the other against any such claim or demand, or threat thereof, whether or not well
14 founded, and hold the other harmless therefrom, together with reasonable attorney’s fees and
15 costs in connection with any defense the against.
- 16 45. Petitioner assumes and agrees to pay and hereby agrees to indemnify and hold Respondent
17 harmless on all the following debts, liabilities, and obligations arising out of their marital
18 relationship:
- 19 A. Any and all debts incurred since the date of separation (DATE OF SEPARATION) by
20 Petitioner.
 - 21 B. American Express card ending in #1234.
 - 22 C. USAA credit card #5678.
 - 23 D. Kohl’s credit card ending in #0000.
 - 24 E. Petitioner further covenants and agrees that if any claim, action or proceeding is
25 hereafter brought seeking to hold Respondent liable on account of any debt, liability or
26 obligation being assumed hereunder, that Petitioner will, at his/her sole expense, defend
27 Respondent against any such claim, action, or proceeding, whether or not well founded.
 - F. Petitioner shall pay all credit card debt and/or obligations in Petitioner’s name or
incurred by Petitioner not specifically set forth herein.

- 1 46. Respondent assumes and agrees to pay and hereby agrees to indemnify and hold Petitioner
2 harmless on all the following debts, liabilities, and obligations arising out of their marital
3 relationship:
- 4 A. Any and all debts incurred since the date of separation (DATE OF SEPARATION) by
5 Respondent.
- 6 B. Respondent further covenants and agrees that if any claim, action or proceeding is
7 hereafter brought seeking to hold the Petitioner liable on account of any debt, liability
8 or obligation being assumed hereunder, Respondent will, at his/her sole expense,
9 defend Petitioner against any such claim, action, or proceeding, whether or not well
10 founded.
- 11 C. Respondent shall pay all credit card debt and/or obligations in Respondent's name or
12 incurred by Respondent not specifically set forth herein.
- 13 47. Any obligation including but not limited to, tax obligations, incurred at any time by either
14 party and not expressly identified in this Stipulated Judgment as payable in whole or in party
15 by the other party, shall be paid solely by the party incurring it.
- 16 48. Except as may be expressly provided to the contrary in this Stipulated Judgment, the party
17 to whom an asset is entirely awarded or confirmed under this Stipulated Judgment shall be
18 solely responsible for all its obligations including, but not limited to, tax obligations,
19 incurred at any time relative to any asset(s) in which the parties both retain an interest.
- 20 49. The party responsible for payment of an obligation shall defend, indemnify, and hold the
21 other party harmless from all liabilities, costs and expenses relative to that obligation,
22 including attorney's fees and costs incurred by the other party in defending or responding to
23 any collection action.
- 24 50. The parties acknowledge their understanding that, under California law, a debt or obligation
25 may be assigned to one party as part of the division of property and debts, but if that party
26 does not pay the debt or obligation, the creditor may be able to collect from the other party.
- 27 51. The parties acknowledge and agree that each has a federal right to bankruptcy. However,
this Court may maintain jurisdiction over the division of obligations and debts, as well as the
authority to make orders regarding the indemnification of payments related to the failure of

1 either party to fulfill their obligations on any debt payments listed herein, which has a
2 negative consequence on the other party.

3 **IX. PETITIONER'S SEPARATE PROPERTY CONFIRMATION**

4 52. Petitioner now owns, as his/her sole and separate property, that property set forth
5 immediately below. Respondent acknowledges that he/she neither has nor claims any right,
6 title, or interest in any of that property. The property is confirmed to Petitioner as his/her
7 sole and separate property:

- 8 A. Any and all assets and/or obligations acquired by Petitioner before the date of marriage
9 (DATE OF MARRIAGE) or after the date of separation (DATE OF SEPARATION).
10 B. Retirement, pension, deferred compensation and employment benefits earned by
11 Petitioner before the date of marriage (DATE OF MARRIAGE) or after the date of
12 separation (DATE OF SEPARATION).
13 C. Personal effects, clothing, and jewelry of Petitioner.

14 **X. RESPONDENT'S SEPARATE PROPERTY CONFIRMATION**

15 53. Respondent now owns, as his/her sole and separate property, that property set forth
16 immediately below. Petitioner acknowledges that he/she neither has nor claims any right,
17 title, or interest in any of that property. The property is confirmed to Respondent as his/her
18 sole and separate property:

- 19 A. Any and all assets and/or obligations acquired by Respondent before the date of
20 marriage (DATE OF MARRIAGE) or after the date of separation (DATE OF
21 SEPARATION).
22 B. Retirement, pension, deferred compensation and employment benefits earned by
23 Respondent before the date of marriage (DATE OF MARRIAGE) or after the date of
24 separation (DATE OF SEPARATION).
25 C. Personal effects, clothing, and jewelry of Respondent.

26 **XI. EQUALIZATION OF COMMUNITY PROPERTY**

27 54. As part of the division of the community or co-owned property, each party waives all rights
to receive equalization in this matter.

XII. CREDITS AND REIMBURSEMENTS

- 1
- 2 55. As part of the division of the community or co-owned property, each party waives all rights
- 3 to reimbursement for the following:
- 4 A. Epstein credits (In re Marriage of Epstein, (1979) 24 Cal.3d 76; 154 Cal.Rptr. 413) and
- 5 all rights to reimbursements to which they may be entitled as a result of the payment of
- 6 community or joint obligation since the date of separation, except as may be
- 7 specifically provided to the contrary in this Stipulated Judgment.
- 8 B. Watts credits (In re Marriage of Watts, (1985) 171 Cal.App.3d 366; 217 Cal.Rptr. 301)
- 9 and all rights to reimbursement to which a party or the community may be entitled as a
- 10 result of one part’s use of community or co-owned assets since separation; all rights to
- 11 reimbursement under Civil Code, the Family Code, including, but not limited to,
- 12 Family Code § 2640 separate property reimbursements, or otherwise, for separate
- 13 property contributed to the acquisition or maintenance of community or co-owned
- 14 property; and, all rights to reimbursement under the Civil Code, the Family Code, or
- 15 otherwise, due the community or a party for contributions made by the community or
- 16 either of the parties to the education or training of a party.
- 17 C. Jeffries credits (In re Marriage of Jeffries, (1991) 228 Cal.App.3d 548) and all rights to
- 18 reimbursement to which a party or community may be entitled as a result of one party's
- 19 use of community assets since separation or one parties' payment of debts or mortgage
- 20 payments.

XIII. INCOME TAXES

- 21 56. The parties have filed certain joint income tax returns, both state and federal, and with
- 22 respect to said returns, agree as follows:
- 23 57. If there is a deficiency assessment with respect to any of the aforementioned returns either
- 24 party notified shall give the other immediate notice thereof in writing. If any amount is
- 25 ultimately determined to be due it shall be paid by both parties with interest and penalties, if
- 26 any, as well as expenses that may be incurred if the assessment is contested.
- 27 58. Neither spouse shall be deemed an “innocent spouse” for the tax years [DATE OF
- MARRIAGE – DATE OF SEPARATION].

1 59. For each taxable year prior to entry of final judgment of marriage dissolution, the parties
2 shall file separate federal and state income tax returns.

3 **XIV. RECONCILIATION**

4 60. If the parties reconcile, at any time, after the execution of this Stipulated Judgment, this
5 Stipulated Judgment shall remain in effect until modified or revoked by a separate written
6 agreement signed by each party and specifically stating that the parties have reconciled.

7 **XV. GENERAL PROVISIONS**

- 8 61. This Stipulated Judgment is executed in the State of California and shall be subject to and
9 interpreted under the laws of the State of California.
- 10 62. Each party agrees, on demand of the other, to execute or deliver any instrument, furnish any
11 information, and/or perform any other act reasonably necessary to carry out the provisions of
12 this Stipulated Judgment without undue delay or expense within 30 days of receipt from the
13 other party. This includes executing titles, deeds and / or obtaining new loans or modify
14 loans, removing the other party from financial responsibility for any property awarded to
15 him or her, as whether specifically stated herein or not.
- 16 63. This Stipulated Judgment, except as otherwise expressly provided herein, shall be binding
17 on, and shall inure to the benefit of, the respective legatees, reasonably, heirs, executors,
18 administrators, assigns, and successors in interest of the parties.
- 19 64. If any provision in this Stipulated Judgment is held by a court of competent jurisdiction to be
20 invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full
21 force and effect without being impaired or invalidated in any way.
- 22 65. The parties agree that all pendente lite orders issued by the Superior Court of the state of
23 California in and for the County of Riverside have been satisfied and are superseded by this
24 Stipulated Judgment, subject to approval by the Court that issues a judgment for
25 DISSOLUTION OF MARRIAGE between the parties.
- 26 66. The party may not alter, amend, or modify this Stipulated Judgment except by an instrument
27 in writing executed by both of them.
67. By this Stipulated Judgment, Petitioner and Respondent intend to settle all rights and
obligations between them including all aspects of their marital rights and obligations.

1 Except as otherwise expressly provided in this Stipulated Judgment, each of them releases
2 the other from liabilities, debts and obligations of every kind, whether previously or
3 hereafter incurred, including both personal obligations and encumbrances on the other's
4 property, and including all obligations of mutual support. It is understood that this
5 Stipulated Judgment that they intend to settle all aspects of their marital rights. The parties
6 hereby waive application of Civil Code, §1542. The parties certify that they have read the
7 following provisions of Civil Code, §1542:

8 68. A general release does not extend to claims, which the creditor does not know or suspect to
9 exist in his favor at the time of executing the release, which is known by him must have
10 materially affected his settlement of the debtor.

11 69. The parties acknowledge that the significance and consequence of this waiver of Civil Code,
12 § 1542, is that they should eventually suffer additional damages relating to claims that
13 currently exist; they will not be able to make any claim for those damages. The parties
14 further acknowledge that they intend these consequences even as to claims for damages that
15 may exist and which, if known, would materially affect their decision to agree to this release
16 regardless of whether the parties lack of knowledge is the result of ignorance, oversight,
17 error, negligence or any other cause.

18 70. Each of the parties shall execute forthwith all documents necessary to carry out the terms of
19 this Agreement. Upon failure to carry out the above within 15 days of a request, the court
20 may, upon appropriate motion, appoint the County Clerk as its commissioner to execute said
21 documents.

22 71. Both parties waive the right to appeal, the right to request a statement of decision, and the
23 right to move for a new trial or reconsideration.

24 72. A court commissioner may sign this order as a temporary judge.

25 73. The parties are aware of Family Code, § 2024, advising the parties to a DISSOLUTION OF
26 MARRIAGE to review their wills, insurance policies, retirement benefits plans, credit cards,
27 credit accounts, credit reports and other matters that they will wish to change. The parties
are advised to review all property rights and employment benefits that have survivorship or
inheritance factors (including without limitations, life insurance, pensions, trust, jointly held

1 real property and bank accounts) ensuring that each expresses the present intent of the
2 parties, particularly with respect to title and beneficiary designation.

3 74. The parties acknowledge and agree that they enter into this Stipulated Judgment voluntarily,
4 free from duress, fraud, undue influence, coercion, or misrepresentation of any kind.

5 **XVI. WARRANTY RE PROPERTY**

6 75. Each party warrants to the other that the warrantor does not own any property of any kind,
7 other than the property set forth in this Stipulated Judgment. If it later appears that either
8 warrantor now owns any other property and that the warrantee has an interest in that other
9 property, the warrantor shall transfer or pay to the warrantee, at the warrantee's election: an
10 amount of the other property equal to the warrantee's interest in it, if it is reasonable able to
11 be divided; the full market value of the warrantee's interest on the effective date of this
12 Stipulated Judgment; or, the full market value of the warrantee's interest at the time the
13 warrantee discovers the warrantor's ownership in the property. This section shall not impair
14 the availability, in a court of competent jurisdiction, of any other remedy arising from the
15 undisclosed ownership of any property.

15 **XVII. WAIVER OF RIGHT TO INHERIT BY WILL OR OTHERWISE**

16 76. Except as otherwise specifically provided to the contrary in this Stipulated Judgment, each
17 party waives any and all rights to inherit any portion of the estate of the other, either by will
18 or by intestate succession. Further, each party waives the right to claim any family
19 allowance or probate homestead.

20 77. The parties further agree that in the event either party should receive or be entitled to receive
21 any personal or real property, of any nature, under the Last Will and Testament of the other
22 party, any real and personal property shall be received by the receiving party as trustee for
23 the immediate heirs at law or for the deceased party, and that he or she will immediately
24 distribute the asset to their heirs at law upon receipt of the property, to include without
25 limitation the following:

- 25 A. All community property, quasi-community property, and quasi-marital property rights;
- 26 B. The right to a probate family allowance;
- 27 C. The right to a probate homestead;

- 1 D. The rights or claims of dower, curtesy, or any statutory substitute now or hereafter
- 2 provided under the laws of any state in which the parties may die domiciled or in
- 3 which they may own real property;
- 4 E. The right to inherit separate property from the other by intestate succession;
- 5 F. The right to receive separate property that would pass from the decedent party by
- 6 testamentary disposition in a will executed before this Agreement;
- 7 G. The right of election to take against the will of the other;
- 8 H. The right to take the statutory share of an omitted spouse;
- 9 I. The right to be appointed as administrator of the deceased party's estate, or as executor
- 10 of the deceased party's will, unless appointed pursuant to a will executed after the date
- 11 hereof;
- 12 J. The right to have exempt property set aside in probate;
- 13 K. Any right created under federal law, including, without limitation the Retirement
- 14 Equity Act of 1984; and
- 15 L. Any right, title, claim, or interest in or to the separate property, separate property
- 16 income, or separate property estate of the other by reason of the parties' marriage.

- 16 78. The Court shall reserve jurisdiction on the compliance of the terms of the allocation,
- 17 distribution and equalization of the assets and debts as noted in the instant Stipulated
- 18 Judgment.
- 19 79. This provision shall not prevent testamentary inheritance if the surviving divorcee's spouse is
- 20 specifically named in a Will or Trust Agreement document that is created, signed, or
- 21 otherwise reaffirmed in writing after the effective date of this Stipulated Judgment.

XVIII. MUTUAL SPECIFIC RELEASES

- 22 80. Except as otherwise expressly provided in this Stipulated Judgment or in any written
- 23 agreement entered into at the same time as this Stipulated Judgment, each party releases the
- 24 other and the other's successors from any and all liabilities, debts or obligations and from
- 25 any and all claims and demands, it being understood that by this Stipulated Judgment
- 26 Petitioner and Respondent intend to settle all aspects of their respective property rights.
- 27

1 81. Each party warrants to the other that they have not incurred and that they will not incur any
2 liability or obligation for which the other is or may be liable, with the exception of the
3 obligations identified in this Stipulated Judgment. Each party promises, that if any claim,
4 action or proceeding is brought seeking to hold the other liable on account of the incurring
5 party's debts, liabilities, acts or omissions, the incurring party shall, at his or her sole
6 expense, defend the other party against any claim or demand (whether or not well founded)
7 and that the incurring party shall indemnify and hold the other free and harmless from costs,
8 expenses and liabilities, including attorney's fees and costs incurred by the other party in
9 defending or responding to any collection action. This section shall not apply to the parties'
10 respective support rights.

11 **XIX. ACKNOWLEDGMENTS**

12 82. Each party to this Stipulated Judgment acknowledges and declares that he or she respectively
13 is fully and completely informed as to the facts relating to the subject matter of this
14 Stipulated Judgment, and as to their rights and liabilities; enters into this Stipulated
15 Judgment voluntarily, free from fraud, undue influence, coercion or duress of any kind; has
16 given careful and mature thought to the making of this Stipulated Judgment, and understands
17 each provision of this Stipulated Judgment.

18 83. There have been no promises, agreements, or undertakings by either of the parties to the
19 other, except as above set forth, relied upon by either as matter of inducement to enter into
20 this Stipulated Judgment. Each party has read this Stipulated Judgment and is fully aware of
21 its content and its legal effect.

22 **XX. INTERPRETATION OF JUDGMENT**

23 84. This Stipulated Judgment shall be deemed to have been drafted by both parties in accordance
24 with their Stipulated Judgment. In case of uncertainty, the language of this Stipulated
25 Judgment shall not be interpreted or construed against the drafter.

26 **XXI. PAYMENT OF ATTORNEY FEES AND COSTS**

27 85. Each party shall pay their own attorney's fees and costs.

86. In the event that either party shall be required to bring any action or proceeding to enforce
any provision contained with this Stipulated Judgment or DISSOLUTION OF MARRIAGE

1 of the parties, the other party shall be responsible for his and her attorney's fees and other
2 costs associated with the action.

3 87. No action or proceeding shall be brought by either of the parties hereto without at least ten
4 (10) days written notice being given by the party intending to bring such action or
5 proceeding, specifying wherein the other party is alleged to be in default and given the
6 opportunity to such party during such period to correct the alleged default.

7 **XXII. EFFECTIVE DATE AND COURT ACTION**

8 88. This Stipulated Judgment shall not be effective until the date it is approved in its entirety by
9 the court in the proceeding for DISSOLUTION OF MARRIAGE pending between the
10 parties hereto in the Superior Court, County of Riverside; Case No: _____.

11 89. If a judgment of DISSOLUTION OF MARRIAGE is obtained by either party, the original of
12 this shall be attached to the Stipulated Judgment. The parties agree that the court shall be
13 requested to:

- 14 A. Approve the entire Stipulated Judgment as fair and equitable.
- 15 B. Incorporate the remainder of the provisions of this Judgment as a part of the judgment
16 for the sole purpose of identification.

17 **We have read this entire Stipulated Judgment, understand it fully, and request the Court to
18 make this Stipulated Judgment the Court's order. We waive all further notice of the order.**

19 **APPROVED AS TO FORM AND CONTENT:**

20 **DATE:** _____
21 _____
22 Husband/Wife

23 **DATE:** _____
24 _____
25 Husband/Wife

26 **IT IS SO ORDERED:**

27 **DATE:** _____
_____ **JUDGE OF THE SUPERIOR COURT**