

ATTORNEY OR PARTY WITHOUT ATTORNEY          ATTORNEY FOR <i>(Name)</i>	TELEPHONE 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:		
<b>STIPULATION AND ORDER</b>		CASE NUMBER

**1. THIS MATTER PROCEEDED AS FOLLOWS:**

- a.  By written stipulation without court appearance.
- b.  By court appearance as follows:

Date:	Dept:	Judicial officer:
<input type="checkbox"/> Plaintiff/Petitioner present in court	<input type="checkbox"/> Attorney present in court <i>(Name):</i>	
<input type="checkbox"/> Defendant/Respondent present in court	<input type="checkbox"/> Attorney present in court <i>(Name):</i>	

c. The "obligor" for purposes of the order is  Plaintiff/Petitioner  Defendant/Respondent

**2. THE PARTIES AGREE THAT**

- a. All orders previously made in this action shall remain in full force and effect except as specifically modified below.
- b. Obligor shall pay child support for the following children:

<u>Name</u>	<u>Date of birth</u>
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- (1)  For a total of \$ \_\_\_\_\_ payable on the \_\_\_\_\_ day of each month beginning *(date)*:
- (2)  Other *(specify)*:
- (3) Any support ordered shall continue until further order of court, unless terminated by operation of law.

c.  Obligor owes support arrears as follows as of *(date)*:

- Child support: \$ \_\_\_\_\_  Spousal support: \$ \_\_\_\_\_  Family support: \$ \_\_\_\_\_
- Interest is not included and is not waived.
- Payable \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month commencing *(date)*:

d. No provision of this order shall operate to limit any right to assess and collect interest and penalties as allowed by law. Interest accrues on the entire principal balance owing and not on installments as they become due. All liquidation payments shall be subject to modification. There shall be no limitation on collection of principal, interest, and penalties without further notice as allowed by law.

e.  Obligor shall provide health insurance coverage for the children.

f. Insofar as the agreed support is below guideline formula

The parties stipulate that:

1. The agreement is in the best interests of the children.
2. The needs of the children will be adequately met by the stipulated amounts.
3. The right to support has not been assigned to the county pursuant to W&I Section 11477 and no public assistance is pending.

**STIPULATION AND ORDER**

(Continued on reverse)

PETITIONER/PLAINTIFF:	CASE NUMBER
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RESPONDENT/DEFENDANT: \_\_\_\_\_

**Custody**

g. ( ) Custody of the minor children of the parties is awarded as follows:

Child's Name

Birth date

Legal custody to

Physical custody to

**Visitation**

H. ( ) Visitation to the party without physical custody as follows:

I. ( ) The court further orders (*specify*):

Date:

\_\_\_\_\_  
Respondent/Defendant

Petitioner/Plaintiff

Date:

\_\_\_\_\_  
Attorney for Respondent/Defendant

Attorney for Petitioner/Plaintiff

**ORDER**

3. IT IS SO ORDERED.

4. ( ) This order is based on the documents attached to this order.

Date:

JUDICIAL OFFICER

5. Number of pages attached:

( ) Signature follows last attachment

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

**NOTICE:** Modification of the support order may be obtained by following appropriate Family Law procedures. FC 4010

**STIPULATION AND ORDER**