SUPERIOR COURT OF CALIFORNIA • COUNTY OF TULARE ☐ **Visalia Courthouse** 221 S. Mooney Blvd. Visalia, CA 93291 ☐ **South County Justice Center** 300 E. Olive Ave. Porterville, CA 93257	*FOR COURT USE ONLY*
PETITIONER: RESPONDENT: OTHER PARTY/PARENT:	
Attorney (Petitioner): Attorney (Respondent): Attorney/DCSS):	Case Number: Department: Judicial Officer:
FINDINGS AND ORDER AFTER HEARING	Hearing Date:

1. The matter proceeded as follows:

   ☐ Uncontested ☐ By Stipulation ☐ Contested ☐ Ex-Parte ☐ Other: _____

2. ☐ Petitioner present ☐ Remote Attorney present (name): _____ ☐ Remote
   ☐ Respondent present ☐ Remote Attorney present (name): _____ ☐ Remote
   ☐ Other parent present ☐ Remote Attorney present (name): _____ ☐ Remote
   ☐ Other: _____ ☐ Remote Attorney present (name): _____ ☐ Remote

3. **Only items included in this document apply to this order. Numbers may not be sequential.**

   ☐ *All orders previously made in this action remain in full force and effect, except as specifically modified below.*

4. **NEXT HEARING DATE:**

   ☐ The matter is set for hearing on _____, 20 _____, at _____:_____ ☐ a.m. ☐ p.m. in Department _____

   ☐ The ☐Petitioner ☐ Respondent ☐ Other Party shall file and serve the following documents:

   ☐ Witness and Exhibit Lists ☐ Income and Expense Declaration ☐ Responsive Declaration ☐ Other: _____
   _____

   Date by which documents must be filed and served: _____

5. **CHILD CUSTODY/VISITATION:**

   This court has jurisdiction to make child custody orders in this case pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act (Family Code sections 3400 et seq.).
   The responding party was afforded notice of the proceedings 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 ☐ Other: _____.
   Child abduction prevention orders, if ordered, are set forth in the Attachment.
   A violation of this Order may subject the party in violation to civil or criminal penalties, or both.

   ☐ The parties shall attend CCRC on _____, 20 _____, at _____:_____ ☐ a.m. ☐ p.m. in Family Court Services
   ☐ by telephone ☐ in Room 204 of the Visalia Court ☐ in the Self-Help Resource Center at the Porterville Court.
   ☐ The parties are ordered to bring the following minor child(ren) _____
   to a minor interview on _____, 20_____, at _____:_____ ☐ a.m. ☐ p.m. in
   ☐ Family Court Services in Room 204 (Visalia Courthouse) ☐ the Self-Help Resource Center (Porterville Courthouse).

Name of Child	Date of Birth	Name of Child	Date of Birth

a. LEGAL CUSTODY RIGHT AND RESPONSIBILITIES:

i. A parent shall not be denied access to records and information pertaining to a minor child pursuant to Family Code § 3025: *'Notwithstanding any other provision of law, access to records and information pertaining to a minor child including, but not limited to, medical, dental, and school records, shall not be denied to a parent because that parent is not the child's custodial parent.*

ii. Each parent will have access to and has the right and obligation to keep themself advised of information concerning the well-being of the child, which shall include but not be limited to: report cards; State standardized test results; order forms for school pictures; significant communications from medical or mental health care providers; the names, addresses, and telephone numbers of all schools, health care providers, regular childcare providers, and counselors.

iii. ☐ The parents shall have **Joint Legal Custody**, which means that both parents shall share in the right and responsibility to make decisions and must confer in making decisions on the following matters: *Enrollment in or leaving a particular private or public school; participation in extracurricular activities; beginning or ending of psychiatric, psychological, or other mental health counseling or therapy; and selection of a doctor, dentist, or other health professional (except in emergency situations)*.

A. For cases with joint legal custody, if those rights and responsibilities require mutual consent, failure to obtain mutual consent prior to implementation may result in civil or criminal penalties and/or result in a change to the legal and physical custody of the child.

B. For cases with joint legal custody, in the event of disagreement, the parents shall maintain the child with the current health care provider, childcare provider, counselor and/or in their present school pending further order of the court.

C. ☐ _____ will be responsible for making decisions regarding the following issues:

_____

iv. ☐ _____ shall have **Sole Legal Custody**, which means that parent shall have the right and responsibility to make decisions in matters relating to the health, education, and welfare of the child and shall select all schools, health care providers, childcare providers, and counselors. A parent who does not have legal custody may nonetheless obtain emergency medical treatment for a child during that parent's visitation time, with notice to the other parent.

b. PHYSICAL CUSTODY RIGHTS:

i. ☐ _____ shall have **Sole Physical Custody**, which means the child shall reside with and under the supervision of that parent subject to the following Court ordered parenting/visitation plan.

ii. ☐ The parents shall have **Joint Physical Custody**, which means that each parent shall have significant periods of physical custody. Joint physical custody shall be shared by the parents in such a way as to assure the child has frequent and continuing contact with both parents, subject to the following Court ordered parenting plan.

c. PARENTING/VISITATION PLAN:

i. Beginning with the signing of this Order, the parenting plan shall be as follows:

a.☐ See Attachment to Order.

b.☐ See Additional Orders under (Section X).

c.☐ _____

_____

_____

d.☐ Supervised Visitation ☐ Professional ☐ Non-professional

☐ Beginning with the signing of this Order, the parties shall enroll in Professional Supervised Visitation within _____ business days. The _____ will be the parent having supervised visitation with the times and dates to be arranged between the parties and the supervised visitation provider. The supervised visitation provider must comply with Rules of Court Standards 5.20 (e) for professional visitation providers. The professional visitation provider shall fax periodic progress reports to the Court via Family Court Services at (559) 733-6973. The parties will sign any releases of information required to allow communication with the Court. The _____ shall be responsible for fee(s). Failure to enroll and comply may be taken into consideration by the Court in future custody and visitation matters in this case due to non-compliance with a court order. A Supervised Visitation Order (FL-341(A)) is attached to this Order and shall be provided to the professional supervised visitation provider. Each professional supervised visitation provider must file form FL-324(P) with the clerk of the Court and provide a copy to Family Court Services prior to the first visit taking place.

☐ Beginning with the signing of this order, the _____ shall have **Non-professional Supervised Visitation** with _____ acting as the supervised visitation provider. The _____ will have supervised visitation, with the dates and times as set forth at page _____ of this order. The supervised visitation provider must be available at all times during the visitation and the child is not to be left unattended by the supervised visitation provider for any reason during that visitation. The supervised visitation provider shall comply with Rules of Court Standards 5.20 (d) for Non-professional Supervised Visitation Providers. Failure to comply by any party including the supervised visitation provider may be taken into consideration by the Court in future custody and visitation matters in this case due to non-compliance with this Order. A Supervised Visitation Order (FL-341(A)) is attached to this Order. *Each non-professional supervised visitation provider and the parents* must complete the mandatory training located at http://www2.courtinfo.ca.gov/accesstovisitation/story_html5.html prior to the first visit taking place. Each non-professional supervised visitation provider must file and serve on all parties a Declaration of Supervised Visitation Provider (non-professional) (FCS-203) prior to the first supervised visit taking place.

ii. HOLIDAYS AND SPECIAL OCCASIONS:

If holiday time for each parent is included in this Order, holiday time shall take precedence over the scheduled parenting time and shall not break the continuity of the parenting plan.

iii. TRAVEL OUTSIDE OF THE STATE OF CALIFORNIA:

a. ☐ Neither parent shall travel outside the State of California or out of the United States without the written permission of the other parent or an order of the Court.

b. Neither parent shall travel with the children out of the State of California without at least 30 days advance written notice of the dates of travel, itinerary, and mode of travel.

c. ☐ The custodial parent shall not travel with the children out of the United States without providing at least 30 days written notice to the other parent. The parent having sole legal and sole physical custody of the child may travel out of the state of California with the children, but shall give at least 30 days advance written notice of the dates of travel, itinerary, and mode of travel.

d. A parent objecting to travel with the child is expected to immediately file a request for an emergency or shortened time hearing on their objection. If the parent who is not traveling has possession of the child's passport, the parent traveling with the child shall be provided with the child's passport no later than 10 days prior to the travel departure date. The requirement of "written notice" is met if the parent gives notice via the mode of communication specified in Section 5d, below.

iv. TRANSPORTATION AND EXCHANGES:

a. Transportation for exchanges shall be as follows:

☐ Responsibility for providing the transportation for the child to and from exchanges shall be divided between the parents. In the event of a disagreement, the receiving party shall be responsible for arranging transportation. Exchange of the child shall occur at the child's school or each parent's respective residence if there is no school.

☐ Other: _____

_____

_____

b. The child must be driven only by a licensed and insured driver and the vehicle must have legal child restraint devices.

c. All exchanges shall be peaceful.

d. During the exchange of the children, all parties should follow the Centers for Disease Control (CDC) guidelines for limiting the spread of COVID-19, or any other pandemic-related virus.

e. ☐ The parent responsible to arrange transportation to and from the exchanges may utilize a third party to transport the child, if needed. If a third party is utilized, the third party shall be known to the parents and the child.

v. COMMUNICATION:

a. Neither parent will threaten, harass, intimidate, be sarcastic or use obscene or other abusive language towards the other parent, either in person or by electronic means including, but not limited to, telephone, text message, on-line or through social media.
b. Each parent shall provide the other parent with a message telephone number where they can be contacted in case of emergency or message regarding the child. The parents may NOT use the child as messengers between them. This provision shall not be used for the purpose of harassing or annoying the other parent.
c. In the event the receiving parent is unable to exercise visitation on a given occasion, the receiving parent must provide the other parent with at least 24-hours advance notice of the cancellation of the visit with the child unless with a verifiable emergency.
d. The parents shall communicate with each other by means of _____, and shall respond to the other parent within ____ hours. Parties shall enroll within ____ business days.
e. Each parent shall notify the other parent within 24 hours of any changes of address and/or telephone numbers.
f. There shall be no communication of any kind that is not on the parenting communication app, unless there is an emergency. The parenting communication app shall not be used to berate or criticize the other parent, and shall only be used to share information regarding the children.

vi. GENERAL HEALTH AND WELL-BEING:

None of the standard orders set forth below apply to a parent who has no visitation or has only supervised visits.

a. Each parent shall be empowered to obtain emergency health care for the child without the consent of the other parent. Each parent shall notify the other parent as soon as reasonably possible of all emergencies involving the child including, but not limited to, illness or emergency requiring medical attention.
b. Both parents are required to administer any medications for the child. At time of exchange, each parent will inform the other parent of the medication given and time of last dosage.
c. Both parents shall be listed on **all** emergency cards for the child including but not limited to the child's school and/or childcare provider. The mother shall be listed as 'mother' and the father shall be listed as 'father'. This provision does not authorize either parent to remove the child from the school or childcare facility for visitation during regular hours, unless otherwise authorized in the Court order or agreed to between the parents in writing.
d. The parents shall be responsible for the child's attendance at their extracurricular activities, including but not limited to, team sports, school functions, lessons, and other such child centered activities during their respective custodial periods. The parents shall mutually agree upon enrolling the child in any future extracurricular activities, which infringes upon the time the child is with the other parent. Each parent has the right to attend/participate in any such activities when parental attendance is allowed. The non-custodial parent may have contact with the child for the purpose of acknowledging their accomplishments or performance and to say good-bye without interference from or by the custodial parent.
e. Each parent must notify the other parent *within 24 hours of scheduling* any medical or dental appointments for the children. This notice is to include the date, time, name, address and telephone number of any health care providers. Unless directed otherwise by the health care provider, or by court order, both parents have the right to be present for all appointments and emergency treatment.
f. The children are to be taken to school on time every day, and are not to be removed from school early, without a valid medical excuse. Each parent shall be responsible for ensuring that all homework assigned for completion during their parenting time is timely completed.
g. While schools are closed due to the COVID-19 pandemic, or any future pandemic or other government-declared state of emergency, parenting time shall continue as if the children are still attending school in accordance with the school calendar of the relevant school district. "Spring Break," "Summer Break/Vacation," "Winter Break," or other designated holidays, means the regularly calendared breaks/vacations or holidays in the school district where the children are attending school (or would attend school if they were school aged). The closure of the school for public health purposes will not be considered an extension of any break/vacation/holiday period or weekend.
h. The COVID-19 pandemic or any future pandemic is not, standing alone, a basis to deny parenting time. Unless otherwise ordered by the court, parents are considered fit to care for their children and make decisions regarding the day-to-day aspects of parenting while the children are in their care. This day-to-day care includes following state and local directives regarding social-distancing and sanitation-related measures (such as frequent hand-washing).

vii. SAFETY AND PROTECTION:

a. The parents shall refrain from doing or saying anything in the presence of the child that will diminish the love and affection the child has for the other parent. The parents shall not question the child about the personal life of the other parent, nor discuss custody, visitation, or child support issues in the presence of the child, nor question the child about where they want to live. The parents shall neither argue nor insult each other in the presence of the child, nor allow any third party to do so. Both parents shall encourage the child to be with the other parent, in accordance with the Court Order, and help to ensure a peaceful transition from one parent to the other.

b. ☐ The parents and any third party shall NOT use any form of physical discipline (corporal punishment) when disciplining the child. Failure to comply with this provision of this Order may be considered a change in circumstance and may be taken into consideration by the Court in future custody and visitation matters in this case.

c. Neither parent shall remove the child from the State of California, County of Tulare, for the purpose of changing the child's residence without the written notarized consent of both parents or further order of the Court.

d. The custodial parent shall notify the other parent if the parent plans to change the residence of the child for more than 30 days, unless there is prior written agreement to the removal. The notice shall be given before the contemplated move, by mail, return receipt requested, postage prepaid, to the last known address of the parent to be notified. A copy of the notice shall also be sent to that parent's attorney of record. To the extent feasible, the notice shall be provided within a minimum of 45 days before the proposed change of residence so as to allow time for mediation of a new agreement concerning custody.

e. The perpetration of child abuse or domestic violence in a household where a child resides is detrimental to the child and may be the basis for modification of these orders in the best interests of the child.

f. The child must not be left alone without age-appropriate supervision.

g. ☐ The child shall have no contact of any kind with _____ pending further order from the Court.

h. ☐ The child shall not be left alone with _____ for any reason.

viii. SUBSTANCE ABUSE PROVISIONS:

a. ☐ The parents shall abstain from all psychoactive drugs not medically prescribed. The parents shall abstain from the abuse of alcohol or marijuana 24 hours prior to and during any physical contact with the child. [Abuse of alcohol shall be defined as drinking enough alcoholic beverages that would result in a 0.08% Blood Alcohol Concentration]. If either parent appears to be in violation of this paragraph of the Order, then the other party may call law enforcement to make a determination as to such violation. A violation of this paragraph of the Order may be considered a change in circumstance and may be taken into consideration by the Court in future custody and visitation matters in this case.

b. ☐ _____ shall not consume any alcohol or marijuana ____ hours prior to, or during, any parenting time.

c. When the child is in the care of either parent, that parent shall not associate with anyone who is abusing alcohol, marijuana, or prescription drugs or using illicit drugs. It is the responsibility of each parent to provide the child with a drug-free and sober environment. A violation of this provision may be considered a change of circumstance.

d. In the event a party is charged or arrested for any drug or alcohol related offense, this maybe considered a change of circumstance and this Court Order may be modified.

e. ☐ Neither parent shall expose the child to secondhand smoke including smoke resulting from vaping. All smoking including vaping shall occur outdoors when the child is present. It is the responsibility of each parent to provide the child with a smoke-free environment. A violation of this provision may be considered a change of circumstance.

f. ☐ **Drug Testing**: _____ may request that _____ submit to a urinalysis test (witnessed collection) to determine the usage of alcohol, marijuana, illegal drugs, steroids and/or the abuse of prescription medication. All testing shall be completed by a SAMHSA (Substance Abuse and Mental Health Service Administration) certified facility. All collectors must meet current certification standards. A separate Drug Testing Order accompanies this Order.

i. The requesting party shall notify the other party to test pursuant to the court order. The testing party shall abide by all of the testing facility's procedures for testing. The urinalysis test (witnessed collection) shall be completed within eight (8) hours of the request. The testing party shall call ahead to confirm that a same gender test observer is available. *If a same-gender test observer is not available, the party shall call another testing location listed on the order for drug testing issued separately, and test at that location with a same-gender test observer. If no alternative same-gender observer is available at any site, the testing party shall contact Family Court Services immediately.*

ii. The party to be tested must pay for the costs of the test at the time of testing. The party to be tested shall provide the following items to the testing facility: (a) a signed, filed copy of the Court Order; and (b) current picture identification.

iii. The laboratory shall email, or make available through a database, a copy of the results to **Tulare County Superior Court**, Family Court Services. The results shall be maintained as a Confidential record in the court's file and shall not be released to any person except as specifically authorized by law. Any person who has access to the test results may not disseminate copies or disclose information about the test results to anyone other than those authorized to receive this information pursuant to this Order, or applicable provisions of the Family Code. Any breach of this confidentiality may be punishable by a fine as allowed by law. The results of the test may not be used for any purpose other than as specifically provided by law.

iv. At least 72 business hours after urine drug testing (unless results sent for verification), either party or his/her attorney may obtain test results in person at the Tulare County Family Court Services office located at 221 S. Mooney Blvd, Room 204, Visalia, CA 93291 or at the Clerk's Office counter at 221 S. Mooney Blvd., Room 201, County Civic Center (Visalia) or at 300 E. Olive Ave, South County Justice Center (Porterville) during regular business hours. You must show a VALID picture ID.

v. Failure to test and/or refusal to complete the selected test(s), or a test result with an abnormal creatinine level *may be deemed noncompliance with a Court Order, good cause excepted*.

vi. In the event the testing party submits a positive test and/or refuses to complete the test(s), or returns a test result with an abnormal creatinine level, the requesting party may file an ex-parte motion for modification of the current Court Order.

ix. OTHER:

a. The parents may supplement or revise the terms and conditions of this custody agreement as the needs of the child change. **Such changes shall be in writing, dated, and signed by both parents or otherwise approved by electronic means (email or text).** If controversy arises, the existing Order of the Court shall remain in full force and effect pending further Order of the Court. In the event of reconciliation and a subsequent separation, the existing Order of the Court shall remain in full force and effect from the date of any subsequent separation.

b. Neither parent will file a Request for Order, except on an *ex parte* basis, without having complied with the previous Court orders for services.

c. Neither parent will change the last name of the child or have a different name used on the child's medical, school, or other records without written consent of the other parent

d. ☐ The orders contained herein are a final judicial determination of custody in accordance with Montenegro v. Diaz and the parties understand that this order will not be modified other than on proof of a change in circumstances.

x. ADDITIONAL ORDERS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

6. BASE CHILD SUPPORT:

a. The parent ordered to pay support is the ☐ Petitioner ☐ Respondent ☐ Other Parent.

b. ☐ Attached is a computer printout showing each parent's income and percentage of time each parent spends with the child/ren. The printout, which shows the calculation of child support payable, will become the court's findings.

c. The parent ordered to pay support is the parent of and must pay current child support for the child/ren listed at item 5.

d. The base child support obligation for the parent ordered to pay support is $_____per month, ☐ payable on the _____ day of each month ☐ Other: _____, beginning (date): _____ and continuing until further order of the court, or until the child/ren marries, dies, is emancipated, reaches age 19, or reaches age 18 and is not a full-time high school student, whichever occurs first.

e. The total amount of base child support is apportioned among the minor children as follows: _____
_____

7. STIPULATION TO NON-GUIDELINE CHILD SUPPORT ORDER:

The child support agreed to by the parents is ☐ below ☐ above the statewide child support guideline. The amount of support that would have been ordered under the guideline is $ _____ per month. A copy of the guideline child support calculation is attached to this order. The parents have been fully informed of their rights concerning child support. No parent is acting out of duress or coercion. No parent is receiving public assistance and no application for public assistance is pending. The needs of the child/ren will be adequately met by this agreed-upon amount of child support. The agreement is in the child/ren's best interests. If the order is below the guideline, no change of circumstances will be required to modify this order. If the order is above the guideline, a change of circumstances will be required to modify this order.

8. MANDATORY ADDITIONAL CHILD SUPPORT:

a. The parent ordered to pay support must pay additional monthly support for child-care costs related to employment or reasonably necessary for job training as follows:
☐ One-half ☐ _____% ☐ (specify amount) $ _____ per month of the costs.
Payments must be made to the ☐ parent receiving support ☐ State Disbursement Unit ☐ child-care provider. The parent receiving support is ordered to pay the remaining amount of these expenses.

b. The parent ordered to pay support must pay reasonable uninsured or unreimbursed health-care costs for the child/ren, as follows:
☐ One-half ☐ _____% ☐ (specify amount) $ _____ per month of the costs. The parent receiving support is ordered to pay the remaining amount of these expenses.
Payments must be made to the ☐ parent receiving support ☐ State Disbursement Unit ☐ health-care provider.

9. CHILD SUPPORT SUSPENSION:

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 or prison or an institution. The child support obligation shall be suspended effective on the first day of the first full month of incarceration or involuntary institutionalization and shall resume on the first day of the first full month after the release of the person owing support in the amount previously ordered, and that amount is presumed to be appropriate under federal and state law. This section does not preclude a person owing support from seeking a modification of the child support order pursuant to Section 3651, based on a change in circumstances or any other appropriate reason.

10. HEALTH-CARE EXPENSES/INSURANCE:

a. ☐ The parent ordered to pay support ☐ The parent receiving support must provide and maintain health insurance coverage for the children if available at no or reasonable cost through their employment or self-employment (the cost is presumed to be reasonable if it does not exceed 5 percent of gross income to add a child/ren). Both parents are ordered to cooperate in the presentation, collection, and reimbursement of any health-care claims. The parent ordered to provide health insurance must seek continuation of coverage for the child/ren after the child/ren attains the age when the child/ren is no longer considered eligible 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. ☐ Health insurance is not available to the ☐ Petitioner ☐ Respondent ☐ Other parent at a reasonable cost at this time.

c. The parent providing coverage must assign the right of reimbursement to the other parent.

d. The form *Notice of Rights and Responsibilities (Health-Care Costs and Reimbursement Procedures* and *Information Sheet on Changing a Child Support Order* (Form FL-192) is attached.

11. SPOUSAL/PARTNER/FAMILY SUPPORT:

a. ☐ Attached is a computer printout showing each spouse's income. The printout, which shows the calculation of spousal/partner/family support payable, will become the court's findings.

b. The ☐ Petitioner ☐ Respondent ☐ Other Party must pay to the other party as ☐ temporary ☐ spousal support ☐ partner ☐ family support $_____ per month, beginning (date): _____ until further order of the Court ☐ payable through (specify end date): _____.

c. ☐ Petitioner ☐ Respondent ☐ Other Party is given a Gavron warning and is advised by the Court that the recipient of spousal/partner support should make reasonable efforts to assist in providing for their support. Failure to do so may be considered by the court in future proceedings regarding spousal/partner support.

d. The obligation to pay spousal or partner support is terminated upon the death of either party, the remarriage of the party receiving spousal support, or further order of the court.

e. ☐ The issue of ☐ spousal ☐ partner ☐ family support for the ☐ Petitioner ☐ Respondent ☐ Other Party is reserved for later determination.

f. ☐ The Court terminates jurisdiction over the issue of spousal support for the ☐ Petitioner ☐ Respondent ☐ Other Party and the effective date of this Order is: _____.

g. ☐ The parties must promptly inform each other of any change of employment, including the employer's name, address, and telephone number.

h. ☐ Any spousal or partner support ordered will continue until the death of either party, the remarriage of the party receiving support, or further order of the court

12. SUPPORT ARREARS:

a. ☐ The parent ordered to pay support owes support arrears as of (date): _____.

☐ Child support: $ _____

☐ Spousal support: $ _____

☐ Family support: $ _____

☐ Partner support: $ _____

☐ Child care costs: $ _____ Health-care costs: $ _____

☐ Interest is not included and is not waived.

☐ Arrears are payable: $ _____ on the _____ day of each month beginning (date): _____ until paid in full.

☐ Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

b. No provision of this order may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.

13. INTEREST ON ALL UNPAID CHILD, SPOUSAL, PARTNER AND/OR FAMILY SUPPORT:

a. **NOTICE: Any party required to pay child, spousal, partner, and/or family support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.**

14. EARNINGS ASSIGNMENT/INCOME WITHHOLDING ORDER:

a. An earnings assignment order will be issued upon request of the party entitled to receive support. NOTE: The payor of support is responsible for the payment of support directly to the recipient until the support payments are deducted from the payor's wages and for payment of any support not paid by the assignment order.

15. ATTORNEY'S FEES:

a. The ☐ Petitioner ☐ Respondent ☐ Other party is ordered to pay ☐ pendente lite attorney's fees and costs in these legal proceedings in the amount of $_____ in fees and $_____ in costs.

b. ☐ Interest is not included and is not waived.

c. The fees and costs must be paid to ☐ Petitioner ☐ Respondent ☐ Other party ☐ Attorney: _____

d. The payment schedule is as follows:

☐ Due in full, on or before (date):_____.

☐ Due in installments, with monthly payments of $_____, due on the_____day of each month, beginning (date):_____until paid in full.

☐ If any payment is not timely made and is more than_____ days overdue, the entire unpaid balance will immediately become due with interest at the legal rate, which is currently 10 percent per year, from the date of default to the date of payment.

☐ Due in installments, with monthly payments of $_____, due on the_____day of each month,

☐ No interest will accrue as long as payments are timely made.

☐ Other: _____.

16. PROPERTY ORDERS:

a. The exclusive use, possession and control of the following property that the parties own or are buying is as set forth below:

Property Item | Possession to

b. The ☐ Petitioner ☐ Respondent ☐ Other party ☐ Party in Possession of each listed item is ordered to make and keep current any and all loan payments for said items, as well as any insurance or property tax payments owed on any items.

c. ☐ These are temporary orders only. The Court will make final orders at the time of trial.

d. ☐ The automatic temporary restraining orders listed in the Summons remain in effect until further order of the Court.

e. ☐ The Court orders the sale of the items of property listed in the Attachment to Order, on the terms set forth in the Attachment to Order. The automatic temporary restraining orders listed in the Summons remain in effect as to all other assets and debts of the parties until further order of the court.

17. RESTRAINING ORDERS:

If this order is attached to or made pursuant to a Restraining Order request, the custody, visitation and support orders issued in this order remain in effect after the restraining order ends.

18. OTHER ORDERS:

a. ☐ As set forth in the Attachment to Order.

b. ☐ All documents attached hereto are incorporated into this order by reference.

c. ☐ Other:_____

_____.

The parties declare and agree to the following:

Each party declares under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Petitioner: _____ Attorney: _____

Respondent: _____ Attorney: _____

Other Parent/Party: _____ Attorney: _____

IT IS SO ORDERED:

_____ _____

JUDGE OF THE SUPERIOR COURT DATE

☐ Tara K. James
☐ Douglas W. Rodgers
☐ Robin L. Wolfe
☐ Glade F. Roper
☐ _____

ATTACHMENT TO ORDER

Hearing date: _____