

MARITAL SETTLEMENT AGREEMENT

The parties to this agreement acknowledge that with this agreement they intend to resolve all issues remaining in their case and that although this agreement may not be an exact equal division of their assets and debts, they waive any inequality in the interest of reaching a full and final resolution of their matter, and that they are entering into this agreement of their own volition, without duress, or undue influence. The parties hereby agree that the following may be incorporated into a Final Judgment.

1. STATISTICAL FACTS:

The parties were married on _____ and separated on _____ ending a _____ year(s), _____ month(s) marriage.

2. CHILD CUSTODY AND SUPPORT [check one]:

We have no minor child(ren) together, therefore this section does not apply.

The minor child(ren) is/are (full legal name(s) and date(s) of birth) _____

A. CUSTODY:

Legal Custody shall be awarded to the parties jointly OR sole to _____.

Physical Custody shall be awarded to the parties jointly OR sole to _____.

Custodial time for the _____ shall be:

Per the Child Custody and Visitation (Parenting Time) Order filed on _____ a true and correct copy of which is attached and incorporated herein by this reference.

OR

As follows: _____

Other: As set forth in the attached Judicial Council form FL-341 Attachment 2.

The residence of the minor children shall not be changed from California County of Ventura

_____ without prior written agreement of the parties or court order.

This court has jurisdiction to make child custody orders as California is the home state of the child(ren) under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code, commencing with section 3400). The Responding party was given proper notice and an opportunity to be heard, as provided by the laws of the State of California. The parties agree that they personally executed this agreement and understand their custodial rights and waive any further hearing on this issue and agree that the United States is the country of habitual residence of the child(ren). The parties acknowledge that they are aware that a violation of this custodial order may result in civil or criminal penalties or both. [Family Code Section §3048]

B. CHILD SUPPORT: If there is/are minor child(ren) of this relationship, the court MUST issue orders regarding child support unless a case is already in effect through the Department of Child Support Services.

The Department of Child Support Services is enforcing an existing child support order in case number _____ . Child support is reserved to that case. No other orders regarding child support are needed.

If there is no Department of Child Support Services (“DCSS”) case, check ONE of the following:

The parties agree to Guideline Child Support per the attached Guideline Calculation.

Guideline support is \$ _____ per month payable by the _____ to the _____ ;

or

The parties agree to a Non-Guideline Child Support Order in the amount of \$ _____ per month

payable by the _____ to the _____ , and all the following are true per Family Code §4065:

- *The parties are fully informed of their rights concerning child support;*
- *The amount is being agreed to without coercion or duress;*
- *The needs of the child(ren) will be adequately met by this agreed-upon amount of child support;*
- *Neither parent is receiving public assistance for the child(ren) and no application is pending;*
- *No change of circumstances is needed to raise the order to Guideline; and*
- *If the order is above guideline, a change of circumstances will be required to modify this order.*
- *The amount of monthly guideline child support that would have been ordered is \$ _____ , however, the parties agree to the non-Guidelines amounts as listed above.*

Child support ordered under this section shall be paid, one-half on the 1st day of each month and one-half on the 15th day of each month commencing _____ and shall continue until the supported child marries, dies, is emancipated, reaches the age of 18 or, if still a full-time high school student, age 19 or graduation, whichever first occurs.

Other _____ .

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 of past due support 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. Both parties must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this order. Thereafter, the parties must notify the court of any change in the information submitted within 10 days of the change by filing an updated form.

C. HEALTH INSURANCE:

i. Health insurance coverage for the minor child(ren) of the parties must be maintained by _____ if available at no or reasonable cost through their respective places of employment or self-employment. Health insurance coverage shall be rebuttably presumed to be reasonable in cost if the cost to the responsible parent providing medical support does not exceed 5 percent

of the parent's gross income; *or*

ii. If health insurance is not available at no cost or at a reasonable cost, health insurance coverage shall be obtained if it becomes available to either parent at no cost or at a reasonable cost. Upon health insurance coverage at no cost or at a reasonable cost becoming available to a parent, the parent shall apply for that coverage.

iii. Any reasonable uninsured health-care expenses shall be paid equally by the parties. 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 and incorporated into this order.

D. CHILD CARE: Childcare costs related to employment or reasonably necessary job training shall be paid as follows:

Included in the child support order above.

Paid equally by the parties directly to the child-care provider.

Other _____.

E. DEPENDENT EXEMPTIONS:

Petitioner shall be allowed to claim _____

[name of child(ren)] as dependent(s) for tax filing purposes **every year**.

Respondent shall be allowed to claim _____

[name of child(ren) as dependent(s) for tax filing purposes **every year**.

The _____ shall be allowed to claim _____

[name of child(ren)] as dependent(s) for tax filing purposes on **even numbered tax years** and the _____ shall be allowed to claim _____ [name of child(ren) on **odd numbered tax years**.

The custodial parent shall execute IRS form 8332 to release the exemption and provide the form to the non-custodial parent. The court shall retain jurisdiction to assess penalties and reimbursement if the parent entitled to the dependency exemption is assessed a penalty on account of the custodial parent's refusal to execute form 8332.

3. SPOUSAL / PARTNER SUPPORT [*check one*]

This order is appropriate based on the length of marriage, age, and earning capacity of the parties and other relevant factors.

A. Both parties waive receipt of spousal / partner support now and forever. The court terminates jurisdiction to award spousal support to either party now or at any time in the future regardless of the circumstances.

B. Neither party is ordered to pay spousal support to the other party at this time, but the court reserves jurisdiction to award spousal / partner support to either party upon a properly noticed motion filed by either party showing of significant changed circumstances. Such reservation of jurisdiction is until either party's death, supported party's remarriage, further orders of the court, or written agreement, whichever occurs first.

C. The _____ shall pay to the _____ for spousal/partner support the sum of \$ _____ per month payable one-half on the 1st day of each month and one-half on the 15th day of each month commencing _____ and continuing each month thereafter until death of either party, remarriage of supported spouse / partner, further order of the court, written agreement, or until _____, whichever occurs first, at which time,

i. Commencing the calendar day after the above specified date, spousal support shall be reduced to zero (\$0.00) and will continue at that amount until either party's death, supported by party's remarriage, further court order, or written agreement, whichever occurs first. This order may be modified as to the amount and duration upon a showing of significant change of circumstances; *or*

ii. Commencing the calendar day after the above specified date, jurisdiction to award any further spousal/partner support to either party shall terminate, unless the court has extended such jurisdiction upon a showing of changed circumstances on a motion filed on or before the above specified date. This order may be modified as to the amount and duration upon a showing of significant change of circumstances as stated herein; *or*

iii. This order may be modified as to the amount upon a showing of significant change of circumstances. No jurisdiction is retained to extend the termination date, regardless of the circumstances. Spousal/partner support shall terminate no later than the date specified in this paragraph, if not terminated earlier by the terms of this order.

D. Other: Attachment 3

Gavron Warning: The supported party is admonished to take steps to become self-supporting. The supported party is issued a warning to use their best efforts to become self-supporting pursuant to *In re Marriage of Gavron* (1988) 203 Cal. App. 3d 705; Family Code §4330(b).

4. DIVISION OF COMMUNITY PROPERTY AND DEBTS:

Attachment 4

PETITIONER is awarded the following as Petitioner's sole and separate property and RESPONDENT hereby waives any interest therein: _____

RESPONDENT is awarded the following as Respondent's sole and separate property and PETITIONER hereby waives any interest therein: _____

PETITIONER shall pay, assume, indemnify and hold RESPONDENT harmless from the following debts:

RESPONDENT shall pay, assume, indemnify, and hold PETITIONER harmless from the following debts:

NOTICE: If the division of community property, above, includes division of a pension, retirement or other deferred compensation plan, additional documents will be required. Contact an attorney or the plan administrator for information.

5. OTHER ORDERS: The parties agree to the following additional orders: [] Attachment 5

6. EXECUTION OF DOCUMENTS AND RESERVATION OF JURISDICTION:

A. Entire Agreement: The Court confirms that this agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings whether oral or written.

B. Execution of Documents: The parties shall promptly perform all acts and execute any and all documents necessary to effectuate and carry out the terms of this agreement.

C. Reservation of Jurisdiction: The parties understand that the Court will reserve jurisdiction to carry out and enforce any of the terms of this agreement.

7. **RECONCILIATION:** In the event of reconciliation and dismissal of the case, this agreement [] shall [] shall not remain in effect as a contract between the parties.

ACKNOWLEDGMENT

NOTICE: You should seek legal advice prior to signing this document. Assistance from a non-attorney professional or the Self-Help Center does not constitute legal advice.

By signing this agreement, each party acknowledges that they have read and understand this Marital Settlement Agreement consisting of six pages and _____ attached pages. This agreement shall be incorporated into a Final Judgment and made an Order of the Court.

Dated: _____

PETITIONER

Dated: _____

RESPONDENT [If no Response has been filed, Respondent's signature must be notarized. Attach notary page.]