

Case Name: _____ Case No.: _____

MARITAL SETTLEMENT AGREEMENT - Addendum to Judgment

This agreement is made with reference to the following facts:

1. The parties were married or registered as domestic partners on _____. Irreconcilable differences have arisen between the parties; as a result, they separated and ceased to live together as husband and wife on _____, which is _____ years and _____ months from the date of their marriage. They now agree and intend to live apart permanently.

2. The parties have _____ minor child(ren) of their marriage.

3. The parties acknowledge that with this agreement they intend to effect a complete and final division of their property (and in doing so have endeavored to make an equal division of their community property and recognition that such division should result in no taxable transfer by either), and to resolve all rights and obligations relating to spousal support and maintenance. The parties also intend to relinquish any and all past, present, or future claims that each may have against the property or estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.

4. Each of the parties declares and agrees that he or she has read this agreement and fully understands the same, and each of the parties agree that the execution of this agreement shall be and is intended to be a full, complete, and final adjustment of all property rights of the parties existing as of the date hereof and supersedes any prior agreement between the parties written or oral. Each of the parties further agrees that this agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing in execution hereof each party agrees that this agreement is made at his or her individual and mutual request and after full and thoughtful consideration.

5. The following issues are resolved by virtue of this agreement (*Check only those that apply*):

CHILD CUSTODY, VISITATION AND CHILD SUPPORT are set forth in **Exhibit ONE**, which is attached hereto and hereby incorporated by reference.

SPOUSAL SUPPORT is set forth in **Exhibit TWO**, which is attached hereto and hereby incorporated by reference.

PROPERTY DIVISION is listed in **Exhibit THREE**, which is attached hereto and hereby incorporate, or The parties agree there is no community assets or debts subject to divide.

4. The parties hereby agree that the following may be incorporated into a Final Judgment and made an order of the court and may be signed by a Court Commissioner as a Judge Pro Tem.

THE UNDERSIGNED PARTIES APPROVE AS TO FORM AND CONTENT:

DATED: _____ [signature]

Petitioner [print name]

A DEFAULT has been entered; therefore RESPONDENT'S signature has been notarized.

DATED: _____ [signature]

Respondent [print name]

1 EXHIBIT ONE

2 PARENTAGE, CHILD CUSTODY/VISITATION AND SUPPORT

3 The minor child(ren), namely:

4 <u>Child's Name(s)</u>	<u>Date of Birth</u>
5 _____	_____
6 _____	_____
7 _____	_____

8 **A. PARENTAGE**

(Complete ONLY if your child(ren) was/were **born prior to the date marriage**)

9 The parties agree any minor child(ren), listed above and named in the Petition that was/were born to the
10 parties prior to their marriage on _____ (date if marriage), request that judgment of
11 parentage be entered herein.

12 **B. CHILD CUSTODY AND VISITATION** (Select only those that apply)

13 The custody and visitation ordered on _____ and attached to this Agreement shall remain
14 in full force and effect, OR

15 **Petitioner** **Respondent** shall have **SOLE LEGAL** **JOINT LEGAL** and

16 **Petitioner** **Respondent** shall have **SOLE PHYSICAL** **SHARED PHYSICAL CUSTODY**

17 **Petitioner** **Respondent** to have reasonable rights of visitation as the parties can agree.

18 The residence of the minor children shall not be changed from California County of Stanislaus
19 without prior agreement of the parties or court order.

20 **Petitioner** **Respondent** is designated primary caretaker. (Not applicable if you requested **sole physical**
21 **custody** above)

22 **The parties agree that this court has jurisdiction over the issue of child custody as California is**
23 **the home state of the children, that they personally executed this agreement and understand their**
24 **custodial rights and waive any further hearing on this issue, and agree that the United States is**
25 **the country of habitual residence of the children. They acknowledge that they are aware that a**
26 **violation of this custodial order may result in civil or criminal penalties. [Family Code Section**
27 **3048]**

28 **///**

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

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

6 If there is no case with the Department of Child Support Services, check ONE of the following:

7 The parties agree to **Guideline Child Support Order** per the attached **computer calculation
8 printout**. Guideline support is \$_____ per month payable by the **Petitioner** **Respondent**
9 to the **Petitioner** **Respondent**.

10 *or*

11 The parties agree to a **Non-Guideline Child Support Order** in the amount of \$_____ per month
12 payable by the **Petitioner** **Respondent** to the **Petitioner** **Respondent**, effective
13 forthwith upon entry of Judgment. The parties are fully informed of their rights concerning child support
14 per the attached **computer calculation printout**. The amount is being agreed to without coercion or
15 duress and the needs of the children will be adequately met by this order. Neither parent is receiving
16 public assistance for these children no application is pending. No change of circumstances is needed to
17 raise the order to guideline.

18 *or*

19 The parties agree that the Court order that child support is **RESERVED** effective forthwith upon entry
20 of Judgment. The parties are fully informed of their rights concerning child support per the attached
21 **computer calculation printout**. The amount is being agreed to without coercion or duress and the
22 needs of the children will be adequately met by this order. Neither parent is receiving public assistance
23 for these children no application is pending. No change of circumstances is needed to raise the order to
24 guideline.

25 Child support ordered under this section shall be paid ½ on the first and ½ on the 15th of each month
26 commencing and shall continue until the supported child dies, emancipates, reaches the age of 18 or, if
27 still a full-time high school student, age 19 or graduation, whichever first occurs.

28 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.

MEDICAL INSURANCE: The **Petitioner** **Respondent** shall maintain health insurance for the
minor children. Any uncovered health care expenses shall be paid equally by the parties.

CHILD CARE: Child care to allow either parent to work shall be paid as follows:

- included in the child support order above
- paid equally by the parties directly to the day care provider.
- other: _____

DEPENDENT EXEMPTIONS: The **Petitioner** **Respondent** shall be allowed to claim

[name children] as dependents for tax filing purposes. If
necessary, the custodial parent shall execute IRS form 8332 to release the exemptions.

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1 **EXHIBIT TWO**

2 **SPOUSAL SUPPORT**

3 **ORDER:** Husband or Wife shall pay to Husband or Wife for spousal support the sum
4 of \$ _____ per month, payable in advance, on or before the _____ day of each month,
commencing on _____ and continuing (*Select one of the following*):

5 **NO TERMINATION DATE**

6 Until either party's death, the remarriage of the party receiving spousal support, or modification or
termination by further court order, whichever occurs first.

7 **SPECIFIC DATE OF TERMINATION**

8 Except by further court order, until _____ (*date*), either party's death, the
9 remarriage of the party receiving spousal support, or termination by further court order, whichever
occurs first.

10 **RESERVATION:** The court in the parties' dissolution action shall **reserve** jurisdiction over the issue of
11 spousal support payable to Husband or Wife, until the remarriage of that party, either party's
12 death, or modification or termination by further court order, whichever occurs first. Spousal support may
be ordered payable following this reservation of jurisdiction only upon a proper showing of a change of
13 circumstances.

14 **TERMINATION OF JURISDICTION**

(*Marriage of LESS than 10 years*)

15 Husband and Wife hereby **waive** and release all rights and claims to receive support from the other party
16 at any time. No court shall have jurisdiction to order spousal support payable by Husband or Wife to the
other party at any time, regardless of any circumstances that may arise.

17 **TERMINATION OF SUPPORT IN A LONG TERM MARRIAGE**

(*Marriage of MORE than 10 years - You must complete ONE for each party.*)

18 **Petitioner:**

19 Petitioner is currently employed with _____ (*employer's*
20 *name*) and has been since _____ (*date*). My position there is as a
21 _____ (*position title*) earning \$ _____ per hour/week/month.

22 Petitioner is not employed but has a monthly source in the amount of \$ _____ per
hour/week/month derived from _____.

23 **Respondent:**

24 Respondent is currently employed with _____
25 (*employer's name*) and has been since _____ (*date*). My position there is as a
_____ (*position title*) earning \$ _____ per hour/week/month.

26 Respondent is not employed but has a monthly source in the amount of \$ _____ per
hour/week/month derived from _____.

27 Each party acknowledges that the marriage is of long duration but in consideration of other agreements
28 and stability of our efforts to be mutually self-supporting, the parties voluntarily waive spousal support and
request that the jurisdiction be terminated.

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EXHIBIT THREE

DIVISION OF COMMUNITY PROPERTY ASSETS AND DEBTS

The parties agree that the community property assets and debts shall be divided as follows:

HUSBAND shall be awarded the following community property assets and debts as his/her sole and separate property and shall hold wife harmless therefrom:

Table with 4 columns: Description of Property/Debt, Market Value, Loan or Debt, Net Value. Includes a total row for HUSBAND.

WIFE shall be awarded the following community property and debt as his/her sole and separate property and hold husband harmless therefrom:

Table with 4 columns: Description of Property/Debt, Market Value, Loan or Debt, Net Value. Includes a total row for WIFE.

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1 **EQUALIZATION OF PROPERTY DIVISION**

(Select all that apply)

2 Husband and Wife acknowledge that the above division constitutes an equal division of property.

3 The parties agree that the above-division of assets and debts results in Husband or Wife
4 receiving \$_____ more in net assets and debts than the other party, resulting in an
5 equalization payment of \$_____ which is one-half of the difference between the total net
6 assets and debts going to each party.

7 In order to equalize the division of assets and debts, Husband or Wife, will pay to the
8 other party the sum of \$_____ as an equalizing payment.

Said equalizing payment shall be payable as follows:

\$_____ per month commencing _____ until paid in full.

Other terms of payment:
9 _____
10 _____
11 _____

12 Husband and Wife acknowledge that the above does not constitute an equal division of property;
13 however both knowingly, freely and without duress or undo pressure waive and release all rights and
14 claims to receive an equalizing payment from the other party at any time.

15 **RETIREMENT BENEFITS**

16 **WAIVER OF RETIREMENT BENEFITS**

17 Petitioner requests that the Court order that all benefits accrued during the marriage, now or in the future
18 by Respondent under the employee benefit plan:

_____ ,
19 [Name of pension or other employee benefit plan]

20 based on Respondent's employment with _____ ,
21 shall be awarded to Respondent as his/her sole and separate property. Petitioner will not assert any
22 claim to these benefits, and **WAIVES** and releases all claims, rights, and interest in and to these benefits
23 under the plan, including, but not limited to, survivor benefits and agrees to execute all documents
24 required by the Plan or employer to release said interest.

25 **DIVISION OF RETIREMENT BENEFITS**

26 Petitioner requests that the Court find that based on Petitioner's Respondent's employment with
27 _____ , during the marriage, a community
28 interest has arisen in the following plan:

_____ ,
[Name of pension or other employee benefit plan]

The parties shall cooperate in the preparation of a Qualified Domestic Relations Order (QDRO) or retirement benefits
order for each plan, which proposed order(s) shall set forth the respective community interests of the parties and
govern the disposition of benefits upon qualification by the plan(s) based upon the *time rule*. The court shall reserve
jurisdiction over the preparation of the order(s), and division of said retirement benefits.

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1 **CONFIRMATION OF SEPARATE PROPERTY**

2 The following is/are the separate asset(s) and obligation(s) of Husband, to be confirmed to him as his
3 separate property. Wife disclaims and waives any and all rights and interest in these assets. Husband
4 shall pay the obligation(s) and hold Wife harmless from these liabilities:

Description of Property/Debt

10
11 The following is/are the separate asset(s) and obligation(s) of Wife, to be confirmed to her as her
12 separate property. Husband disclaims and waives any and all rights and interest in these assets. Wife
13 shall pay the obligation(s) and hold Husband harmless from these liabilities:

Description of Property/Debt