

NAME: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____
TELEPHONE: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____

STREET ADDRESS: _____
MAILING ADDRESS: _____
CITY AND ZIP CODE: _____
BRANCH NAME: _____

MARRIAGE OF:

PETITIONER: _____

DEFENDANT: _____

CASE NUMBER: _____

I. THE PARTIES. This Marital Settlement Agreement ("Agreement") made this _____, is an agreement to dissolve the marriage between:

HUSBAND: _____, ("Husband") and

WIFE: _____, ("Wife").

The terms "Husband" and "Wife" have no correlation to the person's gender and are solely used to identify the individual to the local court. When mentioned in a singular version, "Husband" and "Wife," shall be known as a "Spouse," and when mentioned together, the Husband and Wife shall be known as the "Couple."

II. THE MARRIAGE. The Couple was married on _____, in the City of _____, State of _____.

III. ARMED FORCES. The following are current members of the Armed Forces: (check one)

- None of the Spouses
- Husband
- Wife
- Both Spouses

IV. DATE OF SEPARATION. The date of separation of the Couple was on _____.



V. GROUNDS FOR DIVORCE. Irreconcilable differences, the irretrievable breakdown of the marriage, and incompatibility of temperament have led to the irremediable breakdown of the marriage with no possibility of reconciliation.

VI. MINOR CHILD(REN) OF THE MARRIAGE. Before or during the course of the marriage, the Couple recognizes that: (check one)

- There **ARE** minor children of the Couple. The details related to Child Support, custody, and any other terms related to the Minor Children are found in Attachment A.
- There are **NO** minor children of the Couple.

VII. FINANCIAL DISCLOSURE. The Couple have: (check one)

- **ALREADY DISCLOSED** to one another their financial disclosures in accordance with State law.
- **WAIVED** their right to view each other's financials along with any other disclosures, forms, or discovery proceedings as by right under State law.

VIII. SPOUSAL SUPPORT (ALIMONY). The Couple agree that: (check one)

- There **SHALL NOT** be Spousal Support. Neither Spouse shall be obligated to pay, provide for, or support one another after the marriage is dissolved ("Spousal Support").
- There **SHALL BE** Spousal Support starting on _____. The Husband Wife ("Paying Spouse") shall pay to Husband Wife ("Receiving Spouse"): (check one)
 - In **Perpetuity**. Payment of \$_____ shall be due on the _____ of each month until either Spouse's death, the remarriage of the Receiving Spouse, or modification or termination by further court order, whichever occurs first ("Spousal Support").
 - Until an **End Date**. Payment of \$_____ shall be due on the _____ of each month until _____ ("Spousal Support").
 - On a **Payment Schedule** found in Attachment B ("Spousal Support").

IX. CHANGE OF CIRCUMSTANCES. The Couple agrees that: (check one)

- Spousal Support **CANNOT** Change. No court shall have jurisdiction to change the Spousal Support payment or non-payment by Husband or Wife to the other Spouse at any time. This shall be regardless of any change of circumstances that may arise. If there is Spousal Support, it cannot change EXCEPT by the Receiving Spouse's death, remarriage, or termination by further court order, whichever occurs first, which shall terminate the Spousal Support payments.

- Spousal Support **CAN** Change. Spousal Support may be ordered payable only upon a proper showing in a change of circumstances with either Spouse. A change of circumstance is limited to: (check all that apply)

- Job Loss
- Injury
- Disability
- Illness/Disease
- Other. _____.

X. HEALTH INSURANCE. The Couple agrees that: (check one)

- Each Spouse is responsible for **THEIR OWN** health insurance.

- Health insurance **IS PROVIDED** by Husband Wife (“Health Insurance Paying Spouse”) to Husband Wife (“Health Insurance Receiving Spouse”). Health insurance shall include: (check all that apply)

- Medical
- Dental
- Vision Care
- Other. _____.

To facilitate the use of such coverage for the Health Insurance Receiving Spouse, the Health Insurance Paying Spouse shall cooperate fully and in a timely manner, including, but not limited to, obtaining and providing all necessary insurance cards and claim forms, completing and submitting all necessary documents, and delivering all insurance payments.

XI. MARITAL HOME. At the time of writing this Agreement, the Couple: (check one)

- **DO NOT** own a home, either separately or jointly.

- **OWN** a home, either separately or jointly, at the property address of: _____ (“Marital Home”).

The Marital Home is currently owned by: (check one)

- Husband
- Wife
- Both Spouses

The following currently lives at the Marital Home: (check one)

- Husband
- Wife
- Both Spouses

The Marital Home shall be: (check one)

- Placed for sale as part of this Agreement.

- Not placed for sale.

XII. HUSBAND'S PROPERTY. It is declared by the Couple that, under this Agreement, the Husband shall be the owner of the following assets and property:

(continued on Attachment C if required, incorporated herein by reference)

XIII. WIFE'S PROPERTY. It is declared by the Couple that, under this Agreement, the Wife shall be the owner of the following assets and property:

(continued on Attachment D if required, incorporated herein by reference)

XIV. PAYMENT TO BALANCE DIVISION. To achieve an equal division of the property, the Couple agree that: (check one)

- There **SHALL BE** a cash payment in the amount of \$_____ from the Husband Wife to the Husband Wife. Payment must be made on or before _____. If payment is late, interest shall accrue on the outstanding amount due, from the due date, at the maximum rate under State law or ten percent (10%) per annum, whichever is greater.

- There **SHALL NOT** be a payment from one Spouse to the other. The Couple agrees that a split of the assets and property was fair and divided in good faith.

XV. HUSBAND'S LIABILITIES. It is declared by the Couple that, under this Agreement, the Husband shall accept liability for the following:

(continued on Attachment E if required, incorporated herein by reference)

XVI. WIFE'S LIABILITIES. It is declared by the Couple that, under this Agreement, the Wife shall accept liability for the following:

(continued on Attachment F if required, incorporated herein by reference)

XVII. RETIREMENT BENEFITS. Due to either investment or employment during the marriage, either the Husband or Wife: (check one)

- **DO NOT** have retirement plans.

- **HAVE** retirement plans. The Couple has the following retirement plans: _____ ("Retirement Plans").

Upon signing this Agreement, the Retirement Plans shall be owned by: (check one)

- Husband

- Wife



- Both Spouses
- Other. _____.

XVIII. LEGAL NAME CHANGE. After the dissolution of marriage: (check one)

- **NEITHER** Spouse will be changing their name.
- The following **WILL BE** changing their name: (check all that apply)
 - Husband to _____.
 - Wife to _____.

XIX. OTHER PROPERTY PROVISION. All income, earnings, assets, or other property acquired by either Spouse after the date of this Agreement shall be the separate property of the Spouse acquiring them, and each Spouse disclaims and waives any and all rights and interest in each asset acquired by the other after that date.

XX. FULL DISCLOSURE OF ASSETS. Each Spouse warrants to the other that they do not have any knowledge of any assets other than those disclosed in accordance with Section VII. If the Spouses have waived their rights to financial disclosures, then this Section shall not apply to this Agreement. If either Spouse has any knowledge of any asset other than those disclosed in accordance with Section VII, that warrantor shall transfer or pay to the warrantee, at the warrantee's election, one of the following:

- a.) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it;
- b.) The fair market value of the warrantee's interest in the asset on the effective date of this Agreement, plus interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the effective date to the date of payment; or
- c.) The fair market value of the warrantee's interest in the asset on the date on which the warrantee discovers the existence of the asset, plus interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the discovery date to the date of payment.

This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of assets.

XXI. FULL DISCLOSURE OF LIABILITIES. Each Spouse warrants to the other that he or she has not incurred nor shall incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse.

If either Spouse has incurred or does incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse, that warrantor shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision

shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

XXII. UNDISCLOSED GIFTS. Either when this Agreement is signed or when the divorce petition is first filed, whichever occurs earliest, no gift shall be made without the other Spouse's consent. If such gift-giving does occur without the other Spouse's consent, that warrantor shall pay to the warrantee a sum equal to half of the fair market value of the asset transferred, with the fair market value to be determined, at the warrantee's election, as of either (a) the effective date of this Agreement or (b) the date on which the warrantee discovers the transfer, less any appreciation in the asset's value attributable solely to acts of the transferee(s) and successor(s). The warrantor shall further pay to the warrantee interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the date elected for determination of the fair market value of the asset to the date of payment. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from undisclosed gifts or transfers for less than adequate consideration.

XXIII. FUTURE LIABILITIES. Each Spouse warrants to the other that they shall not incur, after the effective date of this Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse.

a.) If either Spouse incurs, after the effective date of this Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.

XXIV. RELEASE OF LIABILITIES AND CLAIMS. Except as otherwise provided in this Agreement, each Spouse hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage, including, but not limited to, property and support claims. The Couple have considered such claims in this Agreement.

XXV. STATUS OF TEMPORARY ORDERS. All temporary orders previously rendered by the court in the pending dissolution action of the Couple shall be deemed fully satisfied as to those acts whose performance was required on or before the effective date of this Agreement and shall be deemed superseded by this Agreement as to those acts whose performance was not required.

XXVI. WAIVER OF RIGHTS ON DEATH OF OTHER SPOUSE. Except for any Child Support statements made in Attachment A, each Spouse hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this Agreement. Each Spouse believes that he or she has received a fair and reasonable disclosure of the property and financial obligations of the other Spouse.

Except for rights listed in this Agreement, the rights waived include, but are not limited to, rights to any of the following:

a.) Property that would pass from the decedent by intestate succession;



- b.) Property that would pass from the decedent by testamentary disposition;
- c.) A probate homestead;
- d.) The setting aside of exempt property;
- e.) A family allowance;
- f.) The setting aside of an estate;
- g.) An election to take property against the decedent's will;
- h.) The statutory share of an omitted Spouse;
- i.) An appointment as executor or administrator of the decedent's estate, except as the nominee of a third Spouse legally entitled to make such a nomination;
- j.) Property that would pass from the decedent by non-probate transfer, such as the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death account; and
- k.) Proceeds as a beneficiary of any type of insurance policy.

XXVII. RECONCILIATION. If the Couple reconcile, this Agreement shall nevertheless remain in full effect unless and until it is modified or revoked in writing and signed by the Couple.

XXVIII. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the Couple only by an instrument in writing signed by both of them, an oral agreement to the extent that the Couple executes it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

XXIX. NOTICE OF BANKRUPTCY FILING. If either Spouse decides to claim any rights under the bankruptcy laws, that Spouse must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the Spouse in that proceeding and the court in which the petition shall be filed.

XXX. ATTORNEY FEES TO ENFORCE OR MODIFY AGREEMENT. Except as to reserved issues, the prevailing Spouse in any action or proceeding to enforce or modify any provision of this Agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs for the Spouse to be deemed the prevailing Spouse for purposes of this provision, he or she must, at least ten (10) days before the filing of any motion, provide written notice to the other Spouse specifying the alleged breach or default, if capable of being cured, or the modification requested. The other Spouse must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten (10) day period.

XXXI. COOPERATION IN IMPLEMENTATION. On demand of the other Spouse and without undue delay or expense, each Spouse shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts reasonably necessary to carry out the provisions of this Agreement. If a Spouse fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that Spouse's behalf.

XXXII. EFFECTIVE DATE. The effective date of this Agreement shall be the date of its execution by the second of the Couple to do so.

XXXIII. COURT ACTION. If a judgment of dissolution of marriage is obtained by either Spouse, the original of this Agreement shall be attached to the judgment. The court shall be requested to do the following:

- a.) Approve the entire Agreement as fair and equitable;
- b.) Order the Couple to comply with all of its executory provisions;
- c.) Merge the provisions relating to child custody and visitation, Child Support, Spousal Support, future acts with respect to property division, attorney fees and costs, and income tax, and only those provisions, into the judgment; and
- d.) Incorporate the remainder of the Agreement in the judgment for the sole purpose of identification.

XXXIV. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXXV. ADDITIONAL TERMS & CONDITIONS.

XXXVI. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Couple on these matters, superseding any previous agreement between them.

XXXVII. ACKNOWLEDGMENTS. Each Spouse acknowledges that he or she respectively (1) is fully informed as to the facts relating to the subject matter of this Agreement, and as to the rights and liabilities of the Couple; (2) enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind; (3) is representing themselves in an "in pro per" status and is therefore not represented by legal counsel; (4) prior to executing this Agreement, either Spouse may have this Agreement reviewed by an attorney; and (5) has read, considered, and understands each provision of this Agreement.

SIGNATURES AND DATES.

The foregoing is agreed to by:

_____, _____ Date: _____
(Husband's Signature & Printed Name)

_____, _____ Date: _____
(Wife's Signature & Printed Name)

_____, _____ Date: _____
(Judicial Officer's Signature & Printed Name, If Any)

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____ (**Husband**), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____ (**Wife**), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/PARTY:	CASE NUMBER:
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THE COURT FURTHER ORDERS

6. b. **Mandatory additional child support**

- (1) Child-care costs related to employment or reasonably necessary job training
 - (a) Petitioner/plaintiff must pay: % of total or \$ per month child-care costs.
 - (b) Respondent/defendant must pay: % of total or \$ per month child-care costs.
 - (c) Other parent/party must pay: % of total or \$ per month child-care costs.
 - (d) Costs to be paid as follows (*specify*):

c. **Mandatory additional child support**

- (2) Reasonable uninsured health-care costs for the children
 - (a) Petitioner/plaintiff must pay: % of total or \$ per month.
 - (b) Respondent/defendant must pay: % of total or \$ per month.
 - (c) Other parent/party must pay: % of total or \$ per month.
 - (d) Costs to be paid as follows (*specify*):

d. **Additional child support**

- (1) Costs related to the educational or other special needs of the children
 - (a) Petitioner/plaintiff must pay: % of total or \$ per month.
 - (b) Respondent/defendant must pay: % of total or \$ per month.
 - (c) Other parent/party must pay: % of total or \$ per month.
 - (d) Costs to be paid as follows (*specify*):
- (2) Travel expenses for visitation
 - (a) Petitioner/plaintiff must pay: % of total or \$ per month.
 - (b) Respondent/defendant must pay: % of total or \$ per month.
 - (c) Other parent/party must pay: % of total or \$ per month.
 - (d) Costs to be paid as follows (*specify*):

e. **Non-Guideline Order**

This order does not meet the child support guideline set forth in Family Code section 4055. *Non-Guideline Child Support Findings Attachment* ([form FL-342\(A\)](#)) is attached.

Total child support per month: \$
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7. **Health-care expenses**

- a. Health insurance coverage for the minor children of the parties must be maintained by the petitioner/plaintiff respondent/defendant other parent/party if available at no or reasonable cost through their respective places of employment or self-employment. Both parties 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 after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment 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/plaintiff respondent/defendant other parent/party at a reasonable cost at this time.
- c. The party providing coverage must assign the right of reimbursement to the other party.

8. **Earnings assignment**

An earnings assignment order is issued. **Note:** The payor of child support is responsible for the payment of support directly to the recipient until support payments are deducted from the payor's wages and for payment of any support not paid by the assignment.

THIS IS A COURT ORDER.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT/PARTY:	CASE NUMBER:
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9. 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.

10. **Employment search order (Family Code § 4505)**
 Petitioner/plaintiff Respondent/defendant Other parent/party is ordered to seek employment with the following terms and conditions:

11. **Other orders** (*specify*):

12. Notices

- a. *Notice of Rights and Responsibilities (Health-Care Costs and Reimbursement Procedures) and Information Sheet on Changing a Child Support Order* ([form FL-192](#)) must be attached and is incorporated into this order.
- b. If this form is attached to *Restraining Order After Hearing* ([form DV130](#)), the support orders issued on this form (form FL-342) remain in effect after the restraining orders issued on form DV-130 end.

13. Child Support Case Registry Form

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.

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

THIS IS A COURT ORDER.

