

*Directions for Full Default Judgment (Cont'd)*

**ATTACHMENTS TO JUDGMENT**

- **Type or print legibly in blue or black ink. DO NOT USE GEL PENS.**
- **Choose only one attachment for each of the Orders you have requested in Item 4(l) thru 4(o) of the JUDGMENT. If there is/are prior court orders, attach a copy of the order instead.**
- **A legal description must be attached for any REAL PROPERTY that is COMMUNITY.**

ATTACHMENT 4(j)

**CHILD CUSTODY AND VISITATION**

The Court orders

Petitioner  Respondent shall have  sole  joint **legal** and

Petitioner  Respondent have  sole  joint **physical** custody of the minor child(ren), namely:

Child's Name(s)

Date of Birth

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

ATTACHMENT 4(k)

**CHILD SUPPORT**

The Court orders  Petitioner  Respondent to pay  Petitioner  Respondent the sum of \$\_\_\_\_\_ per month as and for child support, payable on the first day of each month commencing on the first day of the month following entry of judgment. The computer calculation printout is attached as Exhibit \_\_\_\_\_.

The obligation to pay child support shall continue until further order of the Court, or until the child(ren) marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child(ren) who has attained the age of 18 years, if a full-time high school student, and resides with a parent, until the time the child completes the 12<sup>th</sup> grade or attained the age of 19 years, whichever first occurs.

ATTACHMENT 4(k)

**CHILD SUPPORT**

The Court orders that Child Support be reserved at \$0 effective forthwith upon entry of Judgment. Petitioner is fully informed of his/her rights concerning child support as calculated in the attached computer calculation printout attached as Exhibit “\_\_\_”. The request is being made without coercion or duress and in the best interest of the children involved as their needs will be adequately met. The right to support has not been assigned to the County pursuant to Section 11477 of the Welfare and Institutions Code and no public assistance application is pending.

The obligation to pay child support shall continue until further order of the Court, or until the child(ren) marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child(ren) who has attained the age of 18 years, if a full-time high school student, and resides with a parent, until the time the child completes the 12<sup>th</sup> grade or attained the age of 19 years, whichever first occurs

DEPENDENT EXEMPTIONS: The  Petitioner  Respondent shall be allowed to claim \_\_\_\_\_ as dependents for tax filing purposes in  odd  even tax years beginning \_\_\_\_\_. The  Petitioner  Respondent shall be allowed to claim \_\_\_\_\_ as dependents for tax filing purposes in  odd  even tax years beginning \_\_\_\_\_.

ATTACHMENT 4(k)

**CHILD SUPPORT**

The Court orders a Non-Guideline Child Support Order in the amount of \$ \_\_\_\_\_ per month payable by the  Petitioner  Respondent to the  Petitioner  Respondent, effective beginning on \_\_\_\_\_. The Court finds that the  Petitioner  Respondent is fully informed of their rights concerning child support per the attached computer calculation printout attached as Exhibit "A". The request is being made without coercion or duress and in the best interest of the children involved as their needs will be adequately met. The right to support has not been assigned to the County pursuant to Section 11477 of the Welfare and Institutions Code and no public assistance application is pending.

The obligation to pay child support shall continue until further order of the Court, or until the child(ren) marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child(ren) who has attained the age of 18 years, if a full-time high school student, and resides with a parent, until the time the child completes the 12<sup>th</sup> grade or attained the age of 19 years, whichever first occurs

ATTACHMENT 4(k)

**CHILD SUPPORT**

The Court finds the Child Support is currently assigned to the County of Stanislaus and is currently enforced by the Stanislaus County Department of Child Support Services or the local child support agency established in Superior Court Case \_\_\_\_\_, entitled COUNTY OF STANISLAUS VS. \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month. A copy of said order is attached hereto and incorporated herein. Further, the Court finds that sufficient notice has been given and payment shall be made to the Department of Child Support Services. Only payments made to the Department of Child Support Services shall be considered as payments towards the above obligation. Respondent shall apply for, obtain, and maintain health insurance coverage of the minor if it is available at no or reasonable cost, and notify the Department of Child Support Services or the local child support agency within 30 days of obtaining such insurance coverage. A health insurance coverage assignment shall issue as provided by law. Petitioner and Respondent are ordered to notify the Department of Child Support Services or the local child support agency of any change of address, employment, or employment status within 10 days of such change. A Wage assignment will issue for said support order.

The obligation to pay child support shall continue until further order of the Court, or until the child(ren) marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child(ren) who has attained the age of 18 years, if a full-time high school student, and resides with a parent, until the time the child completes the 12<sup>th</sup> grade or attained the age of 19 years, whichever first occurs.

ATTACHMENT 4(k)

**CHILD SUPPORT**

The Court finds the Child Support is currently assigned to the County of Stanislaus and is currently enforced by the Stanislaus County Department of Child Support Services or the local child support agency established in Superior Court Case **TO BE DETERMINED**, entitled **COUNTY OF STANISLAUS VS. TO BE DETERMINED**, in the amount of \$ **TO BE DETERMINED** per month. Further, the Court finds that sufficient notice has been given and payment shall be made to the Department of Child Support Services. **Only payments made to the Department of Child Support Services shall be considered as payments towards the above obligation.** Respondent shall apply for, obtain, and maintain health insurance coverage of the minor if it is available at no or reasonable cost, and notify the Department of Child Support Services or the local child support agency within 30 days of obtaining such insurance coverage. A health insurance coverage assignment shall issue as provided by law. Petitioner and Respondent are ordered to notify the Department of Child Support Services or the local child support agency of any change of address, employment, or employment status within 10 days of such change. **A Wage assignment will issue for said support order.**

The obligation to pay child support shall continue until further order of the Court, or until the child(ren) marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child(ren) who has attained the age of 18 years, if a full-time high school student, and resides with a parent, until the time the child completes the 12<sup>th</sup> grade or attained the age of 19 years, whichever first occurs.

DEPENDENT EXEMPTIONS: The  Petitioner  Respondent shall be allowed to claim \_\_\_\_\_ as dependents for tax filing purposes in  odd  even tax years beginning \_\_\_\_\_. The  Petitioner  Respondent shall be allowed to claim \_\_\_\_\_ as dependents for tax filing purposes in  odd  even tax years beginning \_\_\_\_\_.

ATTACHMENT 4(1)(5)

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**SPOUSAL SUPPORT**

The Court finds that Petitioner has **WAIVED** spousal support and that Respondent has not requested spousal support. Accordingly, **spousal support is denied** to both parties and the Court's jurisdiction to award spousal support is terminated.



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ATTACHMENT 4(1)(5)

**SPOUSAL SUPPORT**

The Court orders that spousal support as to both parties is **RESERVED** effective forthwith upon entry of Judgment.

ATTACHMENT 4(1)(5)

**SPOUSAL SUPPORT**

Specified Terms of Support – Termination Date

The Court orders the  **Petitioner**  **Respondent** to pay the  **Petitioner**  **Respondent permanent spousal support** in the amount of \$\_\_\_\_\_ per month, payable on the 1st day of each month, commencing (date)\_\_\_\_\_. Said spousal support shall **terminate and the court's jurisdiction shall terminate effective** (date)\_\_\_\_\_, or upon the death of either party, remarriage of the recipient or further order of the court, whichever occurs first.

Specified Terms of Support – NO Termination Date

The Court orders the  **Petitioner**  **Respondent** to pay the  **Petitioner**  **Respondent permanent spousal support** in the amount of \$\_\_\_\_\_ per month, payable on the 1st day of each month, commencing (date)\_\_\_\_\_. Said spousal support shall continue until the death of either party, remarriage of the recipient or further order of the court, whichever occurs first.

ATTACHMENT 4(m)(3)

**COMMUNITY PROPERTY AND DEBTS:**

The Court finds that there is no community property or debts subject to divide.

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ATTACHMENT 4(m)(3)

**COMMUNITY PROPERTY ASSETS AND DEBTS:**

The Court orders that the community property assets and debts shall be divided as follows:

**Petitioner** shall be awarded the following community property and debt as his/her sole and separate property and shall hold Respondent harmless therefrom:

Description of Property/Debt	Market Value		Loan or Debt		Net Value
		-		=	
		-		=	
		-		=	
		-		=	
		-		=	
		-		=	
		-		=	
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		-		=	
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		-		=	
		-		=	
<b>Total awarded to Petitioner:</b>		\$			

**Respondent** shall be awarded the following community property and debt as his/her sole and separate property and shall hold Petitioner harmless therefrom:

Description of Property/Debt	Market Value		Loan or Debt		Net Value
		-		=	
		-		=	
		-		=	
		-		=	
		-		=	
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		-		=	
<b>Total awarded to Respondent:</b>		\$			

1 **EQUALIZATION**

2  Petitioner acknowledges that the above-division of assets and debts results in  
3  **Husband** or  **Wife** receiving \$ \_\_\_\_\_ more in net assets and debts  
4 than the other party, resulting in an equalization payment due in the amount of  
5 \$ \_\_\_\_\_ which is one-half of the difference between the total net assets and  
6 debts going to each party.

7  In order to equalize the division of assets and debts,  **Husband** or  **Wife**,  
8 will pay to the other party the sum of \$ \_\_\_\_\_ as an equalizing payment  
9

10  Said equalizing payment shall be payable as follows:

11  \$ \_\_\_\_\_ per month commencing \_\_\_\_\_ until paid  
12 in full. Should said payment become more than 30 days past due, the entire sum  
13 will be deemed due and payable.

14  Other terms of payment:

15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19  Petitioner acknowledges that the above may not constitute an equal division of  
20 property; however is knowingly, freely and without duress or undo pressure  
21 waiving and releasing all rights and claims to receive an equalizing payment from  
22 the other party at any time.  
23

24  Petitioner acknowledges that the above division of community assets and debts  
25 constitutes an equal division of property.

**WAIVER OF RETIREMENT BENEFITS.**

1  
2 1. Based on  Husband's  Wife's employment during the marriage with  
3 \_\_\_\_\_, a community interest  
4 has arisen in the following plan(s):  
5 \_\_\_\_\_.

6  
7 2. Under the terms of this agreement, that entire interest, including the right to name  
8 beneficiaries other than the employee's spouse for death and survivor benefits  
9 payable under the plan, is being awarded to the employee-spouse.

10 The non-employee spouse is informed that, under federal law or the terms of the  
11 plan, she/he may, but for this agreement, have become entitled to survivor rights or  
12 benefits payable by the plan. The non-employee spouse shall timely sign whatever  
13 documents, including but not limited to a stipulated qualified domestic relations  
14 order (QDRO), that are required to implement her/his waiver of spousal rights in  
15 the plan, including written consent to the employee spouse's designation of one or  
16 more alternate beneficiaries.

17 This provision does not waive any right expressly provided in any trust agreement  
18 or beneficiary designation executed by the employee spouse after the effective date  
19 of this agreement.  
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**DIVISION OF RETIREMENT BENEFITS**

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1. Based on  Husband's  Wife's employment during marriage with the following employer(s) \_\_\_\_\_, a community interest has arisen in the following plan(s):  
\_\_\_\_\_.

2. Petitioner requests an order that both parties agree to and shall cooperate in the preparation of a Qualified Domestic Relations Order 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.

**SEPARATE PROPERTY**

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The Court finds the following shall be confirmed to the **Petitioner** as his/her separate property:


The Court finds that the following shall be confirmed to the **Respondent** as his/her separate property:




Case Name: \_\_\_\_\_ Case No. \_\_\_\_\_

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ATTACHMENT 4(o)  
**MISCELLANEOUS ORDERS**

**OTHER ORDERS:**

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Case Name: \_\_\_\_\_ Case No. \_\_\_\_\_

1 **OTHER ORDERS:**

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3 The court finds that the community property residence located at:

4 \_\_\_\_\_ and legally

5 described in the attachment is currently in foreclosure. The court shall retain jurisdiction  
6 to divide any residual deficiency amount, if any.

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