

NAME, ADDRESS AND PHONE OF ATTORNEYS OR SELF REPRESENTED PARTIES:	SPACE FOR COURT USE ONLY
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Address of courthouse or district:	
Petitioner/Plaintiff:	Case number:
Respondent/Defendant:	Related Case No.:
Claimant:	Courtroom/Department No.
<input type="checkbox"/> STIPULATION AND ORDER <input type="checkbox"/> SETTLEMENT AGREEMENT <input type="checkbox"/> STIPULATION TO FURTHER JUDGMENT ON RESERVED ISSUES <input type="checkbox"/> OTHER:	HEARING DATE
	CONTINUATION DATE / TIME Respondent's filing fee <input type="checkbox"/> Paid <input type="checkbox"/> Not paid

THE PARTIES AGREE TO THE FOLLOWING MATTERS, WHICH SHALL BE THE ORDERS OF THE COURT.

TEMPORARY ORDERS PENDING JUDGMENT OR FURTHER COURT ORDER (*PENDENTE LITE*)
 The orders agreed to herein shall stay in effect until superseded by judgment or further order of Court, whichever first occurs, and all other orders made in this case shall remain in full force and effect except as otherwise provided herein.

SETTLEMENT AGREEMENT
 The orders agreed to herein shall be included in a judgment or further judgment to be filed herein.

MODIFICATION
 The orders agreed to herein modify the prior orders and/or the judgment made in this case.
 All other orders made in this case shall remain in full force and effect except as provided herein.
 The judgment in this case was filed on _____. The last order modified hereby was filed on _____.

NOTICE AND OPPORTUNITY TO BE HEARD (Mandatory for custody orders under FC§3048a): The parties understand that they have the right to advance notice of court proceedings and an opportunity to be heard by the court, including the rights to present evidence, cross examine witnesses and argue, and by signing this agreement, waive any right to further notice and opportunity to be heard for the purpose of the validity of court orders made from this agreement.

INSTRUCTIONS FOR USE OF THIS FORM: This form is provided in three sections.
 Part A (4 pages) includes this title page and a signature page which should be used in all cases, and also provides for agreements for restraining orders, attorney fees, judgment and other orders.
 Part B (6 pages) provides for agreements for parentage, child custody and child, spousal and family support orders.
 Part C (4 pages) provides for agreements for property division orders.
USE ONLY THOSE PAGES THAT ARE NECESSARY FOR YOUR AGREEMENTS.
NUMBER THE PAGES CONSECUTIVELY WITH THE SIGNATURE PAGE AT THE END.
AFTER SIGNING, SEPARATE THE COPIES FROM THE ORIGINALS BEFORE SUBMITTING TO THE CLERK.

Date:	Case Name:	Case Number:
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100. The STANDARD RESTRAINING ORDERS on the summons are terminated (FC§233, §2040).

101. PROPERTY RESTRAINING ORDERS: Petitioner Respondent:

Shall not transfer, encumber, hypothecate, conceal or in any way dispose of any property, real or personal, whether community, quasi community, or separate, except in the usual course of business or for the necessities of life.

Shall notify the other of proposed extraordinary expenditures and shall provide an accounting of such to the court.

Shall not cash in, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or other coverage including life, health, automobile and disability held for the benefit of the parties or any minor child.

Shall not incur debts or liabilities for which the other may be held responsible, other than for the necessities of life.

Other / Exceptions:

TEMPORARY PROPERTY CONTROL ORDERS:

102. Petitioner Respondent shall have the temporary use, possession and control of the following property:

103. Petitioner Respondent shall have the temporary use, possession and control of the following property:

104. **SEPARATE STIPULATION RE WAIVER OF FINAL DECLARATION OF DISCLOSURE** (FC§2105, Optional):

The parties waive the requirements of FC§2105a for service on the other of a final declaration of disclosure and make the following representations:

- (1) Both parties have complied with FC§2104 and the preliminary declarations of disclosure have been completed and exchanged.
- (2) Both parties have completed and exchanged a current income and expense declaration, that includes all material facts and information regarding that party's earnings, accumulations, and expenses.
- (3) Both parties have fully complied with FC§2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information regarding the characterization of all assets and liabilities, the valuation of all assets that are contended to be community property or in which it is contended the community has an interest, and the amounts of all obligations that are contended to be community obligations or for which it is contended the community has liability.
- (4) This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
- (5) Each party understands that this waiver does not limit the legal disclosure obligations of the parties, but rather is a statement under penalty of perjury that those obligations have been fulfilled. Each party further understands that noncompliance with those obligations will result in the court setting aside the judgment.

This stipulation may be used in place of Stipulation and Waiver of Final Declaration of Disclosure (FL-144)

THE UNDERSIGNED DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FACTS STATED IN THE FORGOING WAIVER OF FINAL DECLARATION OF DISCLOSURE ARE TRUE AND CORRECT.

Date: _____

SIGN HERE FOR THE ABOVE OPTIONAL DISCLOSURE WAIVER ONLY

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Petitioner 's Signature

Respondent 's Signature

105. OTHER ORDERS:
