



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

## MARITAL SETTLEMENT AGREEMENT

I, \_\_\_\_\_, Husband, and I, \_\_\_\_\_, Wife, agree as follows:

### I. GENERAL INFORMATION:

We make this agreement with reference to the following facts:

A. We are now husband and wife. We were married on \_\_\_\_\_, and separated \_\_\_\_\_. The duration of our marriage was \_\_\_ years, \_\_\_ months, \_\_\_ days.

#### B. CHILDREN:

1. Wife is not pregnant at this time.

2. There are the following \_\_\_ minor children of the parties:

\_\_\_\_\_, aged \_\_\_ years \_\_\_ months, -(sex)\_\_\_\_, born \_\_\_\_\_

C. PURPOSE OF AGREEMENT: We now intend, by this agreement, to make a final and complete settlement of all rights and obligations concerning child custody and support, division of property and spousal support. From now on, we agree to live separately and apart and, except for the duties and obligations imposed and assumed under this agreement, we shall each be free from interference and control of the other as fully as if he or she were single.

#### D. FAMILY LAW PROCEEDING:

A Petition for dissolution was filed in the Superior Court of California, County of \_\_\_\_\_, Case Number \_\_\_\_\_, and that action is currently pending. \_\_\_\_\_ is the Petitioner.

### II. FINANCIAL DISCLOSURE:

We have each made a full and honest disclosure to the other of all current finances and assets, and each enters into this agreement in reliance thereon. Each warrants to the other and declares under penalty of perjury that the assets and liabilities divided in this agreement constitute all of their community assets and liabilities.

We each declare that we understand that failure to make a full and accurate disclosure as required by law could result in the judgment being set aside and that if a motion to set aside the judgment is brought by either of us, each must provide the Court with copies of his/her declarations of disclosure and income and expense declarations.

#### A. PRELIMINARY DECLARATIONS OF DISCLOSURE:

1. Husband declares that Husband's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Wife on \_\_\_\_\_.



**Solutions**

Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

2. Wife declares that Wife's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Husband on \_\_\_\_\_.



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

## B. FINAL DECLARATIONS OF DISCLOSURE:

1. Husband declares that Husband's final Declaration of Disclosure and Income and Expense Declaration were served on Wife on \_\_\_\_\_.

2. Wife declares that Wife's final Declaration of Disclosure and Income and Expense Declaration were served on Husband on \_\_\_\_\_.

## III. CONFIRMATION OF SEPARATE PROPERTY AND DEBTS:

A. Husband has no separate property or debts to be confirmed.

B. Wife has no separate property or debts to be confirmed.

## IV. DIVISION OF COMMUNITY PROPERTY AND DEBTS:

We warrant and declare under penalty of perjury that the assets and liabilities divided in this agreement constitute all our community and quasi-community assets and liabilities.

Our community property and debts will be divided as follows:

### A. CONVEYANCE OF COMMUNITY INTEREST IN REAL ESTATE:

1. As part of the division of our community property, Wife conveys to Husband all of Wife's rights and interest in the real property located at \_\_\_\_\_. This conveyance will become effective when both parties have signed this agreement. Wife will deliver to Husband a duly executed and acknowledged interspousal transfer deed to said real property concurrent with the signing of this agreement.

2. Husband will be solely liable to lenders on any existing loans on said real property and all such loans are confirmed to Husband as Husband's separate liability and Husband will make all payments as they come due and hold Husband harmless from them. Husband shall refinance the mortgage on this property no later than \_\_\_\_\_, at which time Wife's name will be removed from the loan.

3. Wife understands that until Husband refinances or otherwise pays off existing loans on the property, Wife will remain legally liable for balances due and that they will appear on Wife's credit record as a debt.

4. For federal and state income tax purposes, Husband will report the total gain realized on the future sale of the real property, if applicable, and will be responsible for any liability incurred thereon.

**B. SCHWAB STOCK ACCOUNT:** The shared stocks in this account have been sold for around \_\_\_\_\_, and these proceeds are to be divided equally between the two parties after taxes have been paid on the sale.



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

### C. COMMUNITY PROPERTY AWARDED TO HUSBAND

As and for a division of community property, the assets listed in Exhibit A, incorporated into this agreement by reference, together with any encumbrances thereon, are awarded and assigned to Husband to hereafter be Husband's sole and separate property free and clear of any claims by Wife.

### D. ASSIGNMENT OF DEBTS TO HUSBAND

There are no community debts to be divided.

### E. COMMUNITY PROPERTY AWARDED TO WIFE

As and for a division of community property, the assets listed in Exhibit B, incorporated into this agreement by reference, together with any encumbrances thereon, are awarded and assigned to Wife to hereafter be Wife's sole and separate property free and clear of any claims by Husband.

### F. ASSIGNMENT OF DEBTS TO WIFE

There are no community debts to be divided.

G. Husband and Wife each warrant to the other that after the date of this agreement no debt or obligation will be incurred for which the other may be liable, or that could be enforced against an asset held by the other. We agree that if any claim be brought seeking to hold one liable for the subsequent debts of the other, or an undisclosed obligation of the other, or for any act or omission of the other, then each will hold the other harmless, defend such claim, and indemnify the other for any liability on the obligation, attorney fees, and related costs.

H. If either of us breaches the warranty in the preceding paragraph by withholding disclosure of any community asset other than those disclosed and listed in this agreement, warrantor will transfer or pay to 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, plus 10% per annum compounded annually from the effective date to the date of payment; or (b) The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus 10% per annum compounded annually from the effective date of this agreement.

I. If either of us decides to claim any rights under bankruptcy laws, that person must notify the other of this intention in writing at least fourteen days before filing the petition, including the name, address and phone number of the attorney, if any, who represents the person in that petition and the court in which the petition will be filed. The person receiving notice will have five business days to elect to participate jointly with the notifying person in a consolidation proceeding and may choose to be represented by the same attorney, if any.

J. These provisions will not impair the availability of any other remedy arising from nondisclosure of community assets or debts.



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

V. WAGE ASSIGNMENT ORDER (WAO). We understand that a wage assignment order must be issued by the court in any case in which support is ordered and that therefore one will be issued in our case. However, we agree that it will not be served on the payer's employer so long as support payments are no more than 10 days in arrears. Until the WAO is served on the payer's employer, support payments will be made directly to the recipient. We will both keep a record of all payments made and received for the duration of the support obligation.

#### VI. SPOUSAL SUPPORT:

WAIVED: In consideration of the other terms of this agreement, and whereas both spouses are fully self-supporting, we each waive all right or claim which we may now have to receive support from the other. No court will have jurisdiction to award spousal support at any time regardless of any circumstances that may arise.

We declare that we have carefully bargained all issues related to spousal support, including the amount and its duration. We understand that either of us could ask the court to retain jurisdiction over the subject and we understand that this waiver cuts off forever any right of either one of us to ask for or receive support and the power of any court to order support. Both parties understand that this clause could work great and unexpected hardship at some time in the future and that they have each considered that possibility in the making of this agreement.

We are aware that if requested by either of us, the court is required by law to reserve spousal support for long-term marriages of over ten years and may be disposed to do so for marriages shorter than ten years. Even so, both parties waive the right to receive spousal support now or at any time in the future.

#### VII. CUSTODY AND PARENTING:

##### A. CUSTODY OF MINOR CHILDREN:

1. Husband and Wife will jointly share the legal and physical custody of \_\_\_\_\_.

In exercising joint legal custody, the parents will share responsibility and must confer in good faith on matters concerning the health, education and welfare of their children.

We agree that California is the home state of the child, that we personally executed this agreement and understand our custodial rights and waive any further hearing on this issue, and agree that the United States is the country of habitual residence of the children. We acknowledge that we are aware that a violation of this custodial order can result in civil or criminal penalties.

##### B. PARENTING PLAN:

Our parenting relationship and periods of physical care for all of our minor children will be as set forth in Exhibit C, incorporated into this agreement by reference.

#### VIII. CHILD SUPPORT:



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

A. DECLARATIONS: We make the following declarations: (1) We are fully informed of our rights concerning child support; (2) The child support award is agreed to without coercion or duress; (3) The agreement is in the best interests of the children involved; and (4) The needs of the children will be adequately met by the stipulated amount.

1. Under our agreed parenting plan, the children will be in the physical care of Husband 50% of the time and in the physical care of Wife 50% of the time.

2. The right to support has not been assigned to the county under Section 11477 of the Welfare and Institutions Code. A public assistance application is not pending.

3. We are aware that guideline child support for our case is \$\_\_\_ per month and acknowledge that agreed support is at the guideline amount.

#### B. BASIC CHILD SUPPORT:

1. Amount. As and for child support, Husband will pay to Wife a total of \$\_\_\_ per month, beginning on the 1st day of March, 2010.

2. Payable. Child support is payable in advance, as follows, \$\_\_\_ on the \_\_\_ day of each month.

3. Allocation. In accordance with California Family Code 4055(b)(8), support will be allocated for each child in the following amounts, starting with the youngest child and ending with the oldest child: 107, 32.

#### C. ADDITIONAL CHILD SUPPORT:

1. Health insurance: Wife will maintain the existing health insurance coverage for the minor children. The parent providing insurance coverage will assign the right of reimbursement to the other parent. The children's reasonable health costs that are not covered by any policy of health insurance will be paid 50% by Wife and 50% by Husband.

2. Child Care: For the duration of the support obligation, any child care costs required to enable either parent to work or attend reasonably necessary job training will be shared 50% by Husband and 50% by Wife, for so long as the obligation to pay child support continues and the described child care expense is reasonably necessary.

D. DURATION. Support will continue for each child until said child dies, marries, becomes self-supporting or otherwise emancipated, reaches 19, or reaches 18 and is not a full-time high school student, or the custodial parent dies and the payer assumes full custody, or further court order, whichever occurs first.

#### IX. INCOME TAXES:

A. Any tax refunds for the \_\_\_\_\_ tax year will be distributed 50% to Husband and 50% to Wife.

Settlement Agreement  
of \_\_\_\_\_



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

B. For any tax year in which we are still legally married, any tax obligation will be paid 50% by Husband and 50% by Wife. We recognize that this allocation of responsibility is not binding on any taxing authority, so if either of us fails to pay taxes for which he or she is responsible, the taxing authority might be able to collect overdue taxes from either of us. Therefore, we each indemnify and hold harmless the other for any tax liability, attorneys' fees, or related costs incurred from failure to pay taxes as required by this clause.

#### X. RESOLUTION OF DISPUTES:

With the exception of emergencies involving an imminent threat to the physical safety of either of us or of our children, or the collection of back support, all disputes arising between us on any matter whatever will be resolved as follows:

##### A. Mediation

1. If we are unable to resolve any dispute ourselves or with counseling, then we each agree to make a reasonable good-faith effort to resolve the matter in mediation. On the written request of either of us, we will within thirty days submit our dispute to mediation with a mediator agreed upon by both of us. If we are unable to agree on a mediator, we will each choose one person to make a choice on our behalf, and those two persons together will appoint our mediator. We will participate in mediation in good faith and we will each be responsible for half the cost of mediation.

2. We are each entitled to representation in mediation by an attorney of our choice. Each of us will be responsible for his or her own attorney's fees.

#### XI. GENERAL PROVISIONS:

A. RESERVATION OF JURISDICTION: We agree that the court will have jurisdiction to make whatever orders may be necessary or desirable to carry out this agreement and to divide equally between us any community assets or liabilities omitted from division under this agreement.

B. EXECUTION OF INSTRUMENTS: We each agree to execute and deliver any documents, make all endorsements, and do all acts necessary or convenient, now or at any time, to carry out the terms of this agreement, or to vest the titles as provided herein or otherwise to effectuate the intent of this agreement. This agreement will constitute a full and complete transfer of title to the property herein designated as being transferred, conveyed or assigned by either of us. If either of us fails to execute any documents necessary to effectuate the terms of this agreement within ten days after request, it is agreed that upon Ex Parte application to the Superior Court, and telephone notice of twenty-four hours to the other party, the County Clerk will be appointed to execute said documents.

C. PRESENTATION TO COURT: In any divorce or legal separation proceeding between us, the original of this agreement will be presented to the court, attached to any proposed or Settlement Agreement  
of \_\_\_\_\_



**Solutions**  
Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

stipulated Judgment, and the court will be requested to approve the entire agreement and the agreement will be incorporated and merged into the Judgment and we will both be ordered to comply with its executory provisions.

We each expressly agree that the warranty and indemnity provisions and all executory provisions of the agreement will survive the merger and entry of judgment, and will be enforceable in contract, tort, or as otherwise provided by law. The agreement is not conditioned upon the merger with or filing of the judgment.

**D. RECONCILIATION:** In the event of a reconciliation between us, this agreement will continue in full force and effect until modified, altered or terminated by an agreement in writing signed by each of us.

**E. GOVERNING LAW:** This agreement will be governed by and construed in accordance with the law of the State of California.

**F. BINDING EFFECT:** This agreement, and each provision thereof, is expressly made binding upon heirs, assigns, executors, administrators, representatives, and successors in interest of either of us.

## XII. ADVICE OF COUNSEL:

I, \_\_\_\_\_, understand that I have the right to be represented by an independent attorney in the negotiation and preparation of this agreement and I have access to sufficient funds to retain an attorney for this purpose if I want one. Nonetheless, I choose not to be represented. I understand the terms of this agreement and have had ample opportunity to seek the advice of an attorney or any other kind of advisor. I have read this agreement carefully and have received as much advice as I wish to receive and I freely and voluntarily choose to sign it without being represented by an attorney.

Initial \_\_\_\_\_

I, \_\_\_\_\_, understand that I have the right to be represented by an independent attorney in the negotiation and preparation of this agreement and I have access to sufficient funds to retain an attorney for this purpose if I want one. Nonetheless, I choose not to be represented. I understand the terms of this agreement and have had ample opportunity to seek the advice of an attorney or any other kind of advisor. I have read this agreement carefully and have received as much advice as I wish to receive and I freely and voluntarily choose to sign it without being represented by an attorney.

Initial \_\_\_\_\_

## SIGNATURES

XIII. I declare under the laws of the state of California that the foregoing is true and correct.





**Solutions**

Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

Dated:

\_\_\_\_\_

\_\_\_\_\_

Dated:

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENTS:**

- Exhibit A - Community Assets Awarded to Husband
- Exhibit B- Community Assets Awarded to Wife
- Exhibit C - Parenting Plan For \_\_\_\_\_



**Solutions**  
 Susan Regan, MFT  
 999 Sutter Street  
 San Francisco, CA 94109  
 1400 Shattuck #7  
 Berkeley, CA 94709  
 Tel: (415) 563-4342  
 (510) 883-9312  
 susanmreganmft@gmail.com  
 www.solutionsmediationsandtherapy.com  
 www.susanregan.org

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
 personally appeared \_\_\_\_\_, 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 he/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 of Notary

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
 personally \_\_\_\_\_, 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  
 he/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 of Notary



**Solutions**

Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

**EXHIBIT A  
COMMUNITY ASSETS AWARDED TO HUSBAND**



**Solutions**

Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

**EXHIBIT B**  
**COMMUNITY ASSETS AWARDED TO WIFE**



**Solutions**

Susan Regan, MFT  
999 Sutter Street  
San Francisco, CA 94109  
1400 Shattuck #7  
Berkeley, CA 94709  
Tel: (415) 563-4342  
(510) 883-9312  
susanmreganmft@gmail.com  
www.solutionsmediationsandtherapy.com  
www.susanregan.org

EXHIBIT C  
PARENTING PLAN FOR

We, \_\_\_\_\_, hereafter Husband, and \_\_\_\_\_, hereafter Wife, are the parents of  
\_\_\_\_\_, our minor children and the subject of this parenting plan.