

Petitioner:	Case Number:
Respondent:	

**AGREEMENT FOR JUDGMENT – NO CHILDREN**

1. The parties were married on \_\_\_\_/\_\_\_\_/\_\_\_\_ and separated on \_\_\_\_/\_\_\_\_/\_\_\_\_.

This is the corrected date of marriage and/or separation. The Petition for Dissolution is hereby amended by interlineation to reflect the corrected date.

2. There are no minor children of this marriage.

**3. SPOUSAL SUPPORT**

**WAIVER.** Petitioner Respondent freely, knowingly and intelligently waives spousal support forever. The Court’s jurisdiction to award spousal support to that/those parties shall be terminated. The court shall have no jurisdiction to award spousal support, and therefore no support can be ordered regardless of future hardship. The Parties agree and the court finds that the Party/Parties waiving spousal support have considered the factors listed in Family Code Section 4320.

**ZERO SUPPORT/RESERVED – LONG-TERM MARRIAGE.** Neither party shall receive spousal support from the other. The court reserves jurisdiction over this issue for the benefit of either party as this was a long-term marriage.

**RESERVED.** The Court’s jurisdiction to award spousal support to Petitioner Respondent is reserved for later determination upon Request for Order.

**SPOUSAL SUPPORT PAYMENTS.**  Petitioner Respondent shall pay spousal support to the other Party the sum of \$\_\_\_\_\_ per month,  
 due one-half on the first and one-half on the fifteenth day of each month  
 due on the first of the month  
 due on the \_\_\_\_\_ day of each month

commencing \_\_\_\_\_ and continuing until \_\_\_\_\_.

Spousal support shall terminate upon the death of either party or the remarriage of the supported party, or further order of the court, whichever occurs first.

**NOTICE:** It is the goal of this State that each party must make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating support.

Petitioner:	Case Number:
Respondent:	

**4. DIVISION OF COMMUNITY PROPERTY *(property acquired during the marriage)***

- There are no property issues before the Court and the Court shall terminate jurisdiction over property issues.
- All household items have been distributed between the parties
  - except for the following: \_\_\_\_\_.

**COMMUNITY PROPERTY AWARDED TO PETITIONER SHALL BE AS FOLLOWS:**

Petitioner shall be awarded as his/her share of the community property the following:

Item/Description:	Approximate Value:

**COMMUNITY PROPERTY AWARDED TO RESPONDENT SHALL BE AS FOLLOWS:**

Respondent shall be awarded as his/her share of community property the following:

Item/Description:	Approximate Value:

**5. DIVISION OF COMMUNITY OBLIGATIONS *(debts acquired during marriage)***

- There are no community debts subject to division by the court.
- COMMUNITY DEBTS:** Each Party shall pay any and all obligations awarded to him/her, including but not limited to the community property obligations secured by property awarded to that Party. Scheduled debts, liabilities, and obligations shall be paid as follows:

<b>Petitioner:</b>	<b>Case Number:</b>
<b>Respondent:</b>	

**DEBTS TO PETITIONER.** Petitioner shall pay and hold Respondent harmless from the following obligations:

Creditor/Account No.: (last 4 digits only)	Approximate Amount Owing:

Petitioner will assume all debts in Petitioner’s name and will indemnify Respondent from any creditors regarding those items.

**DEBTS TO RESPONDENT.** Respondent shall pay and hold Petitioner harmless from the following obligations:

Creditor/Account No.: (last 4 digits only)	Approximate Amount Owing:

Respondent will assume all debts in Respondent’s name and will indemnify Petitioner from any creditors regarding those items.

The parties hereby acknowledge and the Court hereby finds that the distribution of debts in this stipulated judgment may not be binding on third party creditors. If the debtor party fails to pay an assigned debt and then the other party pays that debt, then an appropriate motion or Request for Order may be filed in this family law case as the Court shall retain jurisdiction over community property debts until fully paid.

**6. EQUALIZATION OF COMMUNITY PROPERTY/DEBTS**

Petitioner Respondent shall pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ as an equalization payment. The equalization payment shall be made by that party as follows:

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This equalization payment has been bargained for by the parties with the intent that the division of

<b>Petitioner:</b>	<b>Case Number:</b>
<b>Respondent:</b>	

the community estate be deemed an equal division. No further sums shall be due or payable by either party.

The parties hereby acknowledge and the Court hereby finds that the distribution of community property and debts in this stipulated judgment is fair and equitable under all circumstances of the respective parties, and that the parties knowingly and intelligently waive an absolute equal division of the community assets and debts and waive any claim for offset or reimbursement as a result of this stipulation.

**7. RETIREMENT ACCOUNTS**

Each party is awarded one-half of the community property interest in the retirement account(s) identified below:

Pension  Retirement  Deferred Compensation  IRA  401k  \_\_\_\_\_  
 Financial Institution Information: \_\_\_\_\_

Pension  Retirement  Deferred Compensation  IRA  401k  \_\_\_\_\_  
 Financial Institution Information: \_\_\_\_\_

*The parties shall divide the community property interest in the retirement account(s) as follows:*

- The parties shall divide their interest by way of Trustee to Trustee Transfer; or
- The parties shall divide their interest by way of Qualified Domestic Relations Order (“QDRO”);
- The parties shall prepare a QDRO approved by the Plan Participant of said retirement plan; or
- The parties agree to utilize the services of \_\_\_\_\_, who is hereby appointed under Evidence Code §730 to prepare the QDRO. Each party shall cooperate in the completion of the QDRO. Each party shall pay one-half of the cost of the preparation of the QDRO. Both parties shall immediately contact \_\_\_\_\_ to initiate this process.
- Other Terms re: Retirement Accounts: \_\_\_\_\_

Petitioner:	Case Number:
Respondent:	

**8. SEPARATE PROPERTY**

**SEPARATE PROPERTY OF PETITIONER.** The following shall be confirmed to Petitioner as his/her sole and separate property:

*DO NOT include property divided in the "Community Property" section*


**SEPARATE PROPERTY OF RESPONDENT.** The following shall be confirmed to Respondent as his/ her sole and separate property:

*DO NOT include property divided in the "Community Property" section*


**9. OTHER ORDERS**

- Each of the parties shall pay his/her own fees, expenses of litigation and court costs, excepting those previously ordered.
- Restoration of Former Name:  Petitioner  Respondent requests restoration of the former name as follows: \_\_\_\_\_.
- Both parties waive Statement of Decision and any right to appeal.
- Restraining orders have already been issued in this case and a copy of the personal conduct restraining order is attached to this Judgment.
- Additional orders \_\_\_\_\_

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Petitioner:	Case Number:
Respondent:	

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**Each of the parties shall execute forthwith all of the documents necessary to carry out the terms of this agreement.**

**Waiver of Final Declaration of Disclosure by both parties:** The parties agree to waive the requirements of Family Code section 2105(a) concerning the final declaration of disclosure: By signing this Waiver provision, each party represents that there has been full compliance with Family Code section 2104, and the preliminary declarations of disclosure have been completed and exchanged. The parties have completed and exchanged a current *Income and Expense Declaration* (form FL-150) that includes all material facts and information on each party's earnings, accumulations, and expenses. The parties have fully complied with Family Law section 2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information on (1) the characterization of all assets and liabilities, (2) the valuation of all assets that are community property or in which the community has an interest, and (3) the amounts of all community debts and obligations.

Each of the parties enters into this waiver knowingly, intelligently, and voluntarily. 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. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

The petitioner and respondent declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

x _____	_____	x _____	_____
Petitioner	Date	Respondent	Date

**NOTICE AND OPPORTUNITY TO BE HEARD**

<b>Petitioner:</b>	<b>Case Number:</b>
<b>Respondent:</b>	

The responding party was given notice and an opportunity to be heard as provided by the laws of the State of California.

**PENALTIES FOR VIOLATION OF ORDERS**

If either party violates orders contained herein, party may be subject to civil or criminal penalties, or both.

**The foregoing is agreed to by:**

X \_\_\_\_\_ Date X \_\_\_\_\_ Date  
 Petitioner Respondent

**Approved as conforming to the agreement of the parties:**

\_\_\_\_\_  
 (Petitioner’s Attorney, if any) (Respondent’s Attorney, if any)

**SETTLEMENT OFFICER:**

\_\_\_\_\_

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**JUDGE OF THE SUPERIOR COURT**