

STIPULATION RE: ENFORCEMENT OF ORDERS; ORDER, JUDGMENT AND DECREE

1.0 ENFORCEMENT

- 1.1 If, upon a finding by the court, either parent fails substantially to comply with the terms of any custody and/or visitation agreement and/or order issued by the court, the court shall have the jurisdiction to award any and all reasonable expenses to the prevailing party, including, but not limited to, attorney fees, just court costs, transportation of either parent or of (Full Name(s) of child(ren)) dob (Date of birth of child(ren) (Familiar name of child(ren))), investigator's fees and similar costs that, as a result of this failure, become reasonably necessary for carrying out any custody and/or visitation agreement and/or order issued by this court.
- 1.2 Both parents agree to execute or deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of any custody and/or visitation agreement and/or order issued by the court, without undue delay or expense.
- 1.3 If either parent fails to send (Familiar name of child(ren)) when scheduled, a third party appointed by the court shall pick up (Familiar name of child(ren)) at the defaulting parent's expense.
- 1.4 Both parents are aware that a violation of any custody and/or visitation agreement and/or order issued by the court, could constitute a violation of (State's Criminal Code Section, e.g, California Penal Code 278.5).
- 1.4.1 Should either parent violate the terms of any custody and/or visitation agreement and/or order issued by the court, the violating parent shall, if demanded by the other parent, waive extradition in the state or country where the parent may be at the time the demand is made.
- 1.5 The parent or their agent(s) or representative(s) who seeks to enforce any custody and/or visitation agreement and/or order issued by the court shall have the unequivocal and absolute right to apply to any court for an ex parte order to enforce the specific terms of any custody and/or visitation agreement and/or order issued by the court.
- 1.5.1 Unless specifically ordered by the enforcing court at the time of application, no notice to the defaulting parent and/or a hearing on the merits of the requested order of enforcement shall be required.
- 1.6 The financial ability of either parent shall not be considered in the application of this section. Any expenditure incurred in the enforcement of any custody and/or visitation agreement and/or order issued by the (Court of First Instance) shall be presumed to be reasonable subject to clear and convincing evidence to the contrary.
- 1.7 Both parents shall keep the other notified of their current address and telephone numbers.
- 1.7.1 The current address and telephone number of (Name of Father) is: (Street and number, City, State, Zip Code, telephone number).
- 1.7.2 The current address and telephone number of (Name of Mother) is: (Street and number, City, State, Zip Code, telephone number).
- 1.8 For purposes of any notice required under any custody and/or visitation agreement and/or order issued by the (Court of First Instance) court, each parent agrees that notice may be given by delivering or mailing such notice

to the last known address (by ordinary first class mail if within the United States or by air mail if not within the United States) as well as by any of the requirements of (9 Uniform Laws Annotated (ULA) 4 and 5).

- 1.8.1 Each parent acknowledges that the address provided to one another pursuant to Section 1.7 shall be, for all purposes, the address to which any notice under any custody and/or visitation agreement and/or order issued by the (Court of First Instance) shall be delivered or mailed.
- 1.8.2 Notice under any custody and/or visitation agreement and/or order issued by the (Court of First Instance), shall be given at least 15 days before the time appointed for any hearing; provided that if the notice is served by mail, the required 15 day period of notice shall be increased by 5 days if the place of mailing and the place of address are within the same state, 10 days if either the place of mailing or the place of address is in different states but within the United States and 20 days if either the place of mailing or the place of address is outside the United States. The time for such notice may be shortened by the (Court of First Instance) by ex parte application.
- 1.8.3 Notice given under this section shall be construed as being "reasonable notice" within the meaning of (9 ULA 4) and/or 28 U.S.C. 1738A(e) for a hearing in the (Court of First Instance).
- 1.8.4 Personal delivery to either parent or mailing by certified mail (with or without a return receipt) is not required but may be used.
- 1.8.5 Notwithstanding any other provision of law, the parties specifically waive any rights they may have as to service of any document pursuant to this stipulation under the terms of the "Convention On The Service Abroad of Judicial And Extrajudicial Documents in Civil or Commercial Matters", concluded 15 Nov 1965. This Convention may be used but is not required.
- 1.9 When (Familiar name of child(ren)) is with a parent for a period of time that is not pursuant to the terms of any custody and/or visitation agreement and/or order issued by the court, such period of time shall be a temporary absence from the parent who would normally have (Familiar name of child(ren)) with that parent pursuant to the terms of any custody and/or visitation agreement and/or order issued by the court.
  - 1.9.1 If the terms of the temporary absence are in writing and dated and signed by both parents, such writing becomes a part of any custody and/or visitation agreement and/or order issued by the court and shall be enforced pursuant to the terms of this section.
  - 1.9.2 In the absence of a written agreement pursuant to 1.9.1, or in the absence of an order from the court, the parent with whom (Familiar name of child(ren)) is temporarily residing shall, upon demand of the parent that (Familiar name of child(ren)) would normally reside with pursuant to the terms any custody and/or visitation agreement and/or order issued by the court, at once return (Familiar name of child(ren)) to that parent. Such demand may be written or oral.
- 1.10 Any removal of (Familiar name of child(ren)) from the United States in contravention of an order of the court or a written agreement of the parents shall be a "Wrongful Removal" within the meaning of Article 3 The Convention on

- the Civil Aspects of International Child Abduction, done at the Hague on 25 Oct 1980 (The Convention).
- 1.11 Any retention of (Familiar name of child(ren)) outside of the United States in contravention of an order of the court or a written agreement of the parents shall be a "Wrongful Retention" within the meaning of Article 3 of The Convention.
- 2.0 JURISDICTION AND VENUE
- 2.1 The parents agree to the following facts as of the execution of this agreement:
- 2.1.1 They are the parents of: (Full name of child(ren)), dob (Date of birth of child(ren) (Familiar name of child(ren))).
- 2.1.2 Any agreement and/or order from the (Court of First Instance) for custody and/or visitation shall be a decree in conformance with and complies with 9 Uniform Laws Annotated (ULA) Sections 1-28, the Uniform Child Custody Jurisdiction Act (UCCJA).
- 2.1.3 Any agreement and/or order of the (Court of First Instance) is a custody determination made consistently with the provisions of 28 U.S.C. Sec. 1738A: Parental Kidnaping Prevention Act (PKPA).
- 2.1.4 Any agreement and/or order of the (Court of First Instance) is a right of custody within the meaning of Article 3 of The Convention on the Civil Aspects of International Child Abduction, done at the Hague on 25 Oct 1980. (The Convention).
- 2.1.5 The parents specifically acknowledge that any agreement and/or order is binding on them and that the agreement and/or order is conclusive as to all issue of law and fact decided (whether litigated or not) and as to the determination made unless and until that determination is modified pursuant to law, including provisions of the UCCJA and/or PKPA.
- 2.1.6 The parents are residents and domiciliaries of the State of (Name of State).
- 2.1.7 The home state of (Familiar name of child(ren)) is the State of (Name of State), per 9 ULA 2(5) and/or 28 U.S.C. 1738A Sec.(b)(4).
- 2.1.8 (Familiar name of child(ren)) has established significant connections with (Name of State) and there is available in this (Name of State) substantial evidence concerning present or future care, protection, training and personal relationships of (Familiar name of child(ren)) per 9 ULA 3(a)(2) and/or 28 U.S.C. 1738A (c)(2)(B).
- 2.1.8.1 Such significant connections and relationships include, but are not limited to:
- 2.1.8.1.1 Peer relationships of (Familiar name of child(ren)).
- 2.1.8.1.2 School and education systems;
- 2.1.8.1.3 Contact with family and friends of the parents.
- 2.1.8.1.4 Established medical and dental routines.
- 2.1.9 (Name of State) is the convenient forum for any litigation concerning (Familiar name of child(ren)) per 9 ULA 7 and/or 28 U.S.C.1738A(c)(2)(D).
- 2.1.10 No other state or country has significant contacts with (Familiar name of child(ren)) .
- 2.1.11 (Familiar name of child(ren)) is living in a stable, healthy and wholesome environment. (Familiar name of child(ren)) does not have any significant physical or emotional problems.
- 2.1.11.1 The home environment of(Familiar name of

child(ren)) does not expose (Familiar name of child(ren)) to physical or psychological harm or otherwise place (Familiar name of child(ren)) in an intolerable situation within the meaning of Article 13(b) of The Convention.

- 2.1.12 The United States is the habitual residence of (Familiar name of child(ren)) within the meaning of Article 3 of the Convention.
- 2.2 Any modifications of any agreement and/or order shall be in accordance with 9 ULA 14 and 28 U.S.C.1738A(f).
- 2.3 Any absence of (Familiar name of child(ren)) from the State of (Name of State) shall be a "temporary absence" within the meaning of 9 ULA 2(5) and/or 28 U.S.C. 1738A(b)(4).
- 2.4 Any absence of (Familiar name of child(ren)) from the United States shall not cause (Name of State) to lose its status as the "Habitual Residence" of (Familiar name of child(ren)) within the meaning of Article 3 of The Convention.
- 2.5 The (Court of First Instance) retains jurisdiction to make orders and determinations which are necessary and/or appropriate to do any of the following:
  - 2.5.1 To resolve any dispute which may arise concerning any of the terms and provisions of any agreement and/or order.
  - 2.5.2 To enforce any of the terms and provisions of any agreement and/or order.
  - 2.5.3 To resolve any matter subject to the jurisdiction of the (Court of First Instance) which has not otherwise been resolved by the terms of any agreement and/or order.
- 2.6 The parents agree that any future litigation concerning any agreement and/or order shall be governed by applicable (Name of State) and Federal law and shall take place in place where the initial proceeding for custody of (Familiar name of child(ren)) was filed. Any change in the choice of (Name of State) law or venue shall be in writing and signed by both parents. Should either parent bring any action to change the choice of venue or (Name of State) law without the written consent of the other, the parent initiating the action shall be liable to the other for reasonable attorney fees, Court costs and travel expenses incurred as result of that action, whether successful or not.
  - 2.6.1 Except for the choice of (Name of State) law as to the law of this agreement, this paragraph shall only be effective so long as (Name of State) remains the residence of the child(ren) or of either parent.
- 2.7 The parties specifically understand that they are aware of and understand the import of the decision of the (Name of Court of Appeal) in (Name of decision, eg, Kumar v Superior Court of Santa Clara Cty. (1982) 32 Cal.3d 689; 186 Cal.Rptr. 772; 652 P.2d 1003 if in California).
  - 2.7.1 This case, inter alia, holds that, so long as one of the parties continues to reside in (Name of State) and so long as (Name of State), under its own law, has continuing jurisdiction over the issue of child custody, only (Name of State) can modify its custody decrees.
  - 2.7.2 The parties further specifically understand that (Name of State) retains the exclusive right to modify its own decrees under the same circumstances pursuant to the terms of 28 U.S.C. 1738A, the Parental Kidnapping Prevention Act.

- 3.0 INTERNATIONAL APPLICATION
- 3.1 Any order entered by this court for custody and/or access (custody and/or visitation) may also be entered as an order in the appropriate court of any place where (Familiar name of child(ren)) may be physically present, regardless of the duration of (Familiar name of child(ren))'s presence in that place.
- 3.1.1 Such entry may be by ex parte application of either parent and does not required the consent of the other parent.
- 3.1.2 Such entry shall not give the entering forum the jurisdiction to modify (vary) the orders of the (Court of First Instance) and shall be for the purposes of enforcing the said orders only.
- 3.2 The parties agree that, for all purposes, the place where (Familiar name of child(ren)) may be found, shall be considered a "Contracting State" to The Convention on the Civil Aspects of International Child Abduction, done at the Hague on October 25, 1980 (The Convention).
- 3.2.1 All terms and conditions of The Convention shall apply between the United States of America and the place where (Familiar name of child(ren)) may be found, as if The Convention were in full force and effect between the two countries.
- 3.3 The parties agree that if in fact that place where (Familiar name of child(ren)) may be found becomes a Contracting State to The Convention, the first paragraph of Article 35 of The Convention shall not apply and, for all purposes, The Convention shall be fully retroactive in its application.
- 3.4 Both parents are aware that the removal of a child from the United States or the retention of a child who has been in the United States with the intent to obstruct the lawful exercise of parental rights is a violation of 18 U.S.C. 1204, the "International Parental Kidnapping Crime Act of 1993".
- 4.0 SCOPE
- 4.1 The signature of either party to any document in this proceeding may be made by use of Facsimile transmission (FAX).
- 4.2 THIS STIPULATION RE: ENFORCEMENT OF ORDERS shall and hereby is incorporated by reference into any agreement, stipulation, order or other decree or judgment of this court. Enforcement of any such agreement, stipulation, order or other decree or judgment of the (Court of First Instance) shall be governed by the terms of this document unless specific exception is made in that agreement, stipulation, order or other decree.
- 5.0 CONSENT OF (Name of Father), FATHER
- 5.1 I have read all of the terms of this stipulation. I understand and freely and voluntarily agree to and will abide by all the terms of this stipulation. I also warrant that if any translation, or explanation was needed for me to understand any of the terms of this stipulation, all such translation and/or explanation was performed so that I do fully understand all the terms of this stipulation and their consequences. I am aware that I have the right to independent legal representation. If I represent myself herein, I am doing so voluntarily and without any duress of any kind.

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(Name of Father)  
Father



United States of America