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SPECIAL APPEARANCE
(Pursuant to C.C. 5150 et seq.)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF [County]

[Style of case]) No. [Case Number]
)
Petitioner: [Name of Petitioner]) STIPULATION RE:
) ENFORCEMENT OF
and) ORDERS; ORDER,
) JUDGMENT AND DECREE
Respondent: [Name of Respondent])
_____)

1.0 ENFORCEMENT

1.1 Pending further order of the appropriate court in [Name of Country], the following is the division of powers between the [Name of Country] courts and the Superior Court of California, County of [Name of County]:

1.1.1 The [Name of Country] courts have the sole power to make orders regarding custody, visitation and support of the minor child of the parties. [Name of Country] shall have the exclusive power to enforce its support orders.

1.1.2 The Superior Court of California, County of [Name of Country] may make reasonable and necessary orders enforcing the custody and/or visitation terms of the [Name of Country] court orders, including reasonable interpretation of the intent of the [Name of Country] courts in making its orders of custody and/or visitation.

1.1.2.1 Both [Name of Country] and the Superior Court of California, County of [Name of County] shall have the power to enforce any such orders of the California Courts.

1.1.3 "Court" means the Courts of [Name of Country] or the Superior Court of California unless otherwise stated.

1.2 If, upon a finding by the court, either parent fails substantially to comply with the terms of any 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 the children, investigator's fees and similar costs that, as a result of this failure, become reasonably necessary for carrying out any visitation agreement and/or order

- issued by this court.
- 1.3 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 visitation agreement and/or order issued by the court, without undue delay or expense.
 - 1.4 If either parent fails to send the children when scheduled, a third party appointed by the court shall pick up the children at the defaulting parent's expense.
 - 1.5 Both parents are aware that a violation of any visitation agreement and/or order issued by either court, could constitute a violation of California Penal Code Sec. 277, 278 and/or Sec. 278.5.
 - 1.5.1 Should either parent violate the terms of any visitation agreement and/or order issued by the court, the violating parent shall, if demanded by the other parent, waive extradition pursuant to California Penal Code Sec. 1555.1 (Uniform Criminal Extradition Act) in the state or country where the parent may be at the time the demand is made.
 - 1.6 The parent or their agent(s) or representative(s) who seeks to enforce any 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 visitation agreement and/or order issued by the court.
 - 1.6.1 Unless specifically ordered by the court at the time of application, no notice other than telephone notice to the defaulting parent and/or a hearing on the merits of the requested order of enforcement shall be required.
 - 1.7 The financial ability of either parent shall not be considered in the application of this section. Any expenditure incurred in the enforcement of any visitation agreement and/or order issued by the court shall be presumed to be reasonable subject to clear and convincing evidence to the contrary.
 - 1.8 Both parents shall keep the other notified of their current address and telephone numbers.
 - 1.9 For purposes of any notice required under any visitation agreement and/or order issued by the California 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 C.C. 5153 and C.C. 5154.
 - 1.9.1 Each parent acknowledges that the address provided to one another pursuant to Section 1.8 shall be, for all purposes, the address to which any notice under any visitation agreement and/or order issued by the California court shall be delivered or mailed.
 - 1.9.2 Notice under any visitation agreement and/or order issued by the California court, 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 State of California, 10 days if either the place of mailing or the place of address is outside the State of California 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 California court.
- 1.9.3 Notice given under this section shall be construed as being "reasonable notice" within the meaning of California Civil Code Section 5153 for a hearing in the California court.
- 1.9.4 Personal delivery to either parent or mailing by certified mail (with or without a return receipt) is not required but may be used.
- 1.10 When any child is with a parent for a period of time that is not pursuant to the terms of any 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 that child with that parent pursuant to the terms of any visitation agreement and/or order issued by the court.
- 1.10.1 If the terms of the temporary absence are in writing and dated and signed by both parents, such writing becomes a part of any visitation agreement and/or order issued by the court and shall be enforced pursuant to the terms of this section.
- 1.10.2 In the absence of a written agreement pursuant to 1.10.1, or in the absence of an order from the court, the parent with whom any child is temporarily residing shall, upon demand of the parent that this child would normally reside with pursuant to the terms any visitation agreement and/or order issued by the court, at once return the child to that parent. Such demand may be written or oral.
- 2.0 SCOPE
- 2.1 This stipulation and order shall not constitute any form of appearance by either party except for the purposes of enforcement of visitation agreements and/or orders.
- 2.2 The signature of either party to any order in this proceeding may be made by use of Facsimile transmission (FAX).
- 3.0 APPROVAL: COUNSEL FOR PETITIONER AND PETITIONER
- 3.1 Approved as to form and content.
Dated: _____
William M. Hilton, CFLS
- 3.2 I have read, understand, agree to and will abide by all the terms of this stipulation.
Dated: _____
[Name of Petitioner]
- 4.0 APPROVAL: COUNSEL FOR RESPONDENT AND RESPONDENT
- 4.1 Approved as to form and content.
Dated: _____
[Name of Counsel for Respondent]
- 4.2 I have read, understand, agree to and will abide by all the terms of this stipulation.
Dated: _____
[Name of Respondent]
- 5.0 ORDER, JUDGMENT AND DECREE
- 5.1 The California Court has read the above stipulation, approves of it in its entirety and ORDERS, ADJUDGES AND DECREES that the parties are to carry out each and every one of its terms.

Dated: _____
Judge of the Superior Court
State of California