

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
2 IN AND FOR THE COUNTY LOS ANGELES

3  
4 In Re the Marriage of

No.

5 Petitioner:

6 and

7 Respondent:

STIPULATION AND ORDER  
RE: APPOINTMENT OF CASE  
MANAGER AND/OR  
PARENTING COORDINATOR

8 Department

9  
10  
11 Petitioner \_\_\_\_\_, also referred to as “father” herein, and Respondent \_\_\_\_\_, also  
12 referred to as “mother” herein, together with their attorneys of record, respectively, agree and ask  
13 the Court to order as follows:

14 **APPOINTMENT AND AUTHORITY**

- 15 1. Robin Sax is appointed as Case Manager/Parenting Plan Coordinator for a period of  
16 \_\_\_\_\_ months from the date this order is filed in this matter, under Code of Civil  
17 Procedure Section 638, until resignation, written agreement of the parties, the passage  
18 of twenty-four months, or further order of court, whichever first occurs. This  
19 appointment is based on the expertise of the Case Manager/Parenting Plan  
20 Coordinator.
- 21 2. The Case Manager/Parenting Plan Coordinator shall have authority to make  
22 recommendations regarding the best interest of the children on the issues set forth  
23 below and indicated by the initials of the parties. It is understood by the parties that  
24 such decisions are not binding until agreed by the parties and are subject to review by  
25 the Court. In the event either party objects to a recommendation of the Case  
26 Manager/Parenting Plan Coordinator, he or she may request a hearing de novo on that  
27 issue.

1  
2 The Case Manager/ Parenting Plan Coordinator may make the following types of  
3 recommendations in accordance with applicable constitutional and case law:

4        \_\_\_/\_\_\_ Facilitate communication among various treatment providers as the Case  
5 Manager deems necessary.

6        \_\_\_/\_\_\_ Resolution of any conflicts or issues that may arise between the parties and  
7 in regards to the parenting schedule set forth in the Stipulation and Order Re Child Custody  
8 signed by the parties and approved by their attorneys of record.

9        \_\_\_/\_\_\_ Implementation of the Stipulation and Order Re Child Custody signed by  
10 the parties and approved by their attorneys of record, to help the parties avoid violation and  
11 conflict.

## 12 **QUASI-JUDICIAL IMMUNITY**

13        3. The Case Manager/ Parenting Plan Coordinator is an Officer of the Court, acting  
14 as a private judge for the parties to this action, to the extent of this Stipulation. The Case  
15 Manager has quasi-judicial immunity. The Case Manager/ Parenting Plan Coordinator cannot be  
16 sued based on her actions in this matter.

17        4. The Case Manager/ Parenting Plan Coordinator shall have the ability to make  
18 recommendations and admissible findings without testimony. The Case Manager/ Parenting Plan  
19 Coordinator may, however, be called as a witness by either party at any de novo hearing in this  
20 matter. The party calling the Case Manager/ Parenting Plan Coordinator shall advance the costs  
associated with the Case Manager's testimony, subject to later reallocation by the Court.

21        5. The Case Manager/ Parenting Plan Coordinator's file in this matter, including any  
22 and all notes, is subject to subpoena by either party.

23        6. If there is a hearing regarding the Case Manager/ Parenting Plan Coordinator's  
24 recommendations or findings, it will be a de novo hearing.

25        7. Notwithstanding the above, the Case Manager/ Parenting Plan Coordinator may  
26 elect to testify at any hearing to remove the Case Manager/ Parenting Plan Coordinator, in any  
27

1 request of the Case Manager/ Parenting Plan Coordinator to the Court to terminate her  
2 appointment, or to enforce fee collection.

3  
4 **PROCEDURE**

5 8. Confidentiality: The Case Manager/ Parenting Plan Coordinator process is non-  
6 confidential.

7 9. Process: Both parties shall participate in the dispute resolution processes, as  
8 defined by the Case Manager/ Parenting Plan Coordinator, in accordance with principles of due  
9 process, which shall include at a minimum the opportunity for each of the parties to be heard.  
10 Each of the parties shall be present when so requested by the Case Manager/ Parenting Plan  
11 Coordinator. In the event a party does not attend a meeting set by the Case Manager/ Parenting  
12 Plan Coordinator, the Case Manager/ Parenting Plan Coordinator may make recommendations  
13 despite the party's absence.

14 10. Meetings: The Case Manager/ Parenting Plan Coordinator may conduct sessions  
15 either with the parties appearing personally or by telephone. Conference calls are encouraged. If  
16 either party wants an issue handled by the Case Manager/ Parenting Plan Coordinator, he or she  
17 may submit a written, e-mail, or telephonic request to the Case Manager/ Parenting Plan  
18 Coordinator, clearly setting forth the issues in dispute. The hearings may be informal and need  
19 not comply with the rules of evidence concerning hearsay or as prescribed by civil procedure.  
20 The testimony need not be sworn. There is no confidentiality as to any evidence presented at  
21 such hearings or meetings. No transcript of the hearing or meeting need be made; in the event  
22 either party or the Case Manager desires a record of the proceedings, on notice to the Case  
23 Manager and the parties, an audiotape recording of the proceeding may be made or a certified  
24 court reporter may be retained.

25 11. Interviews: There will be no ex parte communications with counsel for the parties.  
26 The Case Manager/ Parenting Plan Coordinator may talk with and base recommendations on  
27 conversations with parties, witnesses, and/or examinations of writings which take place with only  
28 the Case Manager/ Parenting Plan Coordinator. The Case Manager/ Parenting Plan Coordinator  
may communicate with either party without his or her counsel. The Case Manager/ Parenting  
Plan Coordinator may contact one party regarding an issue that may arise and may then contact  
the other party in regard to his or her position on the issue. Direct contact between the Case

1 Manager/ Parenting Plan Coordinator and either party shall be through conference telephone  
2 calls, e-mail, or written communications with both parties whenever possible. The Case  
3 Manager/ Parenting Plan Coordinator shall have the power to determine the protocol of  
4 interviews, including determination of who will attend such interviews, meetings, or hearings. In  
5 the event there is an ex parte communication by a party with the Case Manager/ Parenting Plan  
6 Coordinator, a copy of the correspondence or e-mail shall be provided to all parties, and their  
attorneys of record if appropriate, or a log shall be kept of the phone call.

7 12. Access to Information: The Case Manager/ Parenting Plan Coordinator shall have  
8 access to any underlying data, documentation, or communications, as well as the complete file in  
9 this matter. The Case Manager shall have access to the child(ren)'s therapists, physicians,  
10 teachers, tutors, coaches, and any other professional associated with the child(ren). The Case  
11 Manager/ Parenting Plan Coordinator shall have access to therapists, physicians, and any other  
12 professional providing care for either parent. Any documentation provided to the Case Manager/  
13 Parenting Plan Coordinator shall be copied to each of the parties or their attorneys of record, with  
proof of service of such copies to both attorneys of record.

14 13. Child Abuse: Notwithstanding any written policy of the Case Manager/ Parenting  
15 Plan Coordinator, there is no confidentiality concerning communications with the Case Manager/  
16 Parenting Plan Coordinator evidencing child abuse. Incidents of child abuse or suspected child  
17 abuse that meet the mandatory reporting standards for mental health professionals shall be  
reported by the Case Manager/ Parenting Plan Coordinator to appropriate authorities.

18 14. Use of Assistants and Consultants: On reasonable notice to the parties, the Case  
19 Manager/ Parenting Plan Coordinator may utilize the services of assistants and/or consultants as  
20 necessary to aid the Case Manager/ Parenting Plan Coordinator in the performance of her duties  
21 set forth herein. Fees for such assistants and/or consultants will be advanced by the parties,  
22 subject to reallocation by the Court.

23 **RECOMMENDATIONS OF THE CASE MANAGER/ PARENTING PLAN**  
24 **COORDINATOR**

25 15. Written and Oral Recommendations: Recommendations made by the Case  
26 Manager/ Parenting Plan Coordinator in writing shall be binding and effective when signed by the  
27 Case Manager/ Parenting Plan Coordinator and not objected by a party within 10 days.

1 Recommendations may be made orally, if circumstances involving severe time constraints and/or  
2 possible emergencies so warrant. Oral recommendations shall be further confirmed in writing to  
3 both parties and counsel as soon as practicable.

4 16. Formal Statement of Decision: The Case Manager/ Parenting Plan Coordinator  
5 shall issue a formal Statement of Decision or Recommendation, setting forth the issue and/or  
6 dispute, the decision or recommendation to resolve the issue, and the reasons for the decision or  
7 recommendation, if requested by either party within 5 days of the issuance of the decision or  
8 recommendation. The party requesting the Statement of Decision or Recommendation shall  
9 advance the costs for preparation of the formal Statement of Decision or Recommendation,  
10 subject to later reallocation. The Case Manager may elect to issue a formal Statement of Decision  
11 or Recommendation at any time.

12 17. Objections: A party may object to any recommendation or decision by the Case  
13 Manager/ Parenting Plan Coordinator as follows:

14 A. Objections shall be in writing and shall include the following:

15 1) The specific paragraph(s) to which objections are made and the  
16 specific language in the recommendation or decision objected to by the party;

17 2) The reason(s) for the objection; and

18 3) The proposed modification(s) to the recommendation or decision,  
19 including specific suggested alternatives to any recommendation or decision to which the  
20 objection(s) are made.

21 B. A meeting shall be scheduled and held with the parties, their counsel, and  
22 the Case Manager/ Parenting Plan Coordinator within 40 days of the date the Recommendation or  
23 Decision is made by the Case Manager/ Parenting Plan Coordinator. The meeting shall be a good  
24 faith attempt to resolve the issues remaining in dispute, which may include a discussion of the  
25 results of the recommendation or decision.

26 C. Any new or revised agreements as the result of the meeting shall be  
27 prepared in writing by a party or attorney for a party in the form of a stipulation signed by the  
28 parties and counsel, submitted to the Court for order and filing, and a file-endorsed copy shall be  
submitted to the Case Manager/ Parenting Plan Coordinator.

D. In the event no resolution is reached within 40 days of the date the  
Recommendation or Decision is made by the Case Manager/ Parenting Plan Coordinator, the

1 original recommendation or decision shall be submitted to the Court by the Case Manager/  
2 Parenting Plan Coordinator in the form of a formal Statement of Decision or Recommendation,  
3 for review and decision by the Court.

4 E. In the event no resolution is reached after the meeting, either party may file  
5 a motion with the Court within 5 days of the meeting or any continuation of the meeting. The  
6 Court will make an independent determination resolving the issue following a de novo evidential  
7 hearing, based on the best interests of the child(ren).

8 F. Notwithstanding the procedure set forth above, either party may seek  
9 emergency review by the Court of any recommendation issued by the Case Manager/ Parenting  
10 Plan Coordinator on an ex parte basis.

11 G. Copies of all motions, objections, orders, or other documents submitted to  
12 the Court or issued by the Court, shall be served in accordance with Code of Civil Procedure  
13 Section 1005 on all parties, counsel, and the Case Manager/ Parenting Plan Coordinator, by the  
14 person or entity generating such documents.

15 **COMMUNICATION WITH CASE MANAGER/PARENTING PLAN**  
16 **COORDINATOR**

17 18. There shall be no ex parte communication by the parties' attorneys and the Case  
18 Manager/ Parenting Plan Coordinator. A party or witness who initiates contact with the Case  
19 Manager/ Parenting Plan Coordinator in writing shall provide copies of such communications to  
20 all parties simultaneously.

21 19. There shall be no ex parte communications between the Court and the Case  
22 Manager/ Parenting Plan Coordinator. The Case Manager/ Parenting Plan Coordinator may  
23 communicate with the Court in writing, with a copy of all such communications to all parties and  
24 their counsel.

25 20. Counsel shall provide to the Case Manager/ Parenting Plan Coordinator, within 15  
26 calendar days of the date this Stipulation and Order is mailed, copies of all: pleadings, orders,  
27 and correspondence between the Court and counsel concerning custody issues in this matter.  
28 Counsel shall provide a list of the documents provided to the Case Manager/ Parenting Plan  
Coordinator to the parties through their counsel. These documents may be supplemented by

1 either party, and a list of these supplemental materials shall be sent to the parties through their  
2 counsel.

3  
4 **DATA COLLECTION**

5 21. The parties have been informed of their right to privilege and/or privacy.  
6 Nonetheless, they agree that records and information regarding either parent or the minor  
7 child(ren) shall be released to the Case Manager/ Parenting Plan Coordinator, without further  
8 authorization, by the following:

9 A. Child(ren)'s current/previous pediatrician, physician, nurse, dentist,  
10 orthodontist, physical therapist, and other health care provider;

11 B. Child(ren)'s current/previous psychologist, psychiatrist, or other mental  
12 health professional;

13 C. Child(ren)'s current/previous teacher(s), tutor(s), coach(es), school and  
14 other academic or sports education provider;

15 D. Hospital and medical records for the child(ren);

16 E. Law enforcement agencies, police department, sheriff's office, police  
17 officer, and other law enforcement professional;

18 F. Custody evaluator or assessor;

19 G. Daycare provider, babysitter, or other child care provider; and

20 H. Supervised visitation agencies and therapeutic supervisor.

21 No consent to release information shall be required beyond this order; nonetheless, each of the  
22 parties shall provide any consent form for the release of the information listed above on form(s)  
23 provided by the Case Manager/ Parenting Plan Coordinator. In addition, each of the parties shall  
24 provide non-privileged documents to the Case Manager/ Parenting Plan Coordinator in request.

25  
26 **FEES**

27 22. Charges and Costs: The Case Manager/ Parenting Plan Coordinator hourly fee  
28 shall be \$\_\_\_per hour. This hourly rate may be changed by the Case Manager on provision of  
written notice at least 30 days in advance by the Case Manager to the parties. It is understood  
that despite the fact that the Case Manager/ Parenting Plan Coordinator may make  
recommendations in favor of one party, both parties will continue to be responsible for the

1 payment of fees associated with such services at the allocated percentage set forth herein, or as  
2 recommended by the Case Manager/ Parenting Plan Coordinator. The Court shall have  
3 continuing jurisdiction to re-allocate the fees and costs for the Case Manager/ Parenting Plan  
4 Coordinator and associated services, including retroactive re-allocation to the date this Stipulation  
is signed, and may require reimbursement by one party to the other.

5 The Case Manager/ Parenting Plan Coordinator shall be reimbursed for any reasonable  
6 expense she incurs in association with her role as Case Manager. These costs may include, but  
7 are not limited to, the following: photocopies, messenger services, long distance telephone  
8 charges, express and/or certified mail costs, and excess postage to foreign countries, parking,  
9 tolls, mileage and travel expenses, and word processing.

10 In the event that either party fails to provide twenty-four (24) hours notice of cancellation  
11 of any appointment with the Case Manager/ Parenting Plan Coordinator, that party shall pay all of  
12 the Case Manager/ Parenting Plan Coordinator's charges for such missed appointments at the full  
hourly rate, at the Case Manager/ Parenting Plan Coordinator's discretion.

13 Telephone calls to the Case Manager/ Parenting Plan Coordinator by either party,  
14 including lengthy telephone messages left for the Case Manager/ Parenting Plan Coordinator, are  
15 part of the process and appropriately paid by the parties according to the percentage set forth  
16 herein, unless otherwise determined by the Case Manager/ Parenting Plan Coordinator.

17 23. Payments: Prior to the initial interview, the parties shall provide the Case  
18 Manager/ Parenting Plan Coordinator with an advance retainer of \$5,000.00. The hourly fees and  
19 costs set forth herein shall be drawn against the retainer. Any funds remaining at the termination  
20 of the Case Manager/ Parenting Plan Coordinator's services shall be refunded to the parties  
21 equally. In the event the retainer is expended prior to the termination of the Case Manager/  
22 Parenting Plan Coordinator's services, the parties shall each pay a like amount as a further  
23 retainer within 15 days of a request by the Case Manager/ Parenting Plan Coordinator. The Case  
24 Manager/ Parenting Plan Coordinator shall provide a written statement of charges to each of the  
25 parties in which services are performed, setting forth the date the services are performed, the time  
26 taken to perform such services, any other costs incurred in that month, the total amount charged  
in that month, any special allocation of responsibility for fees or costs, and the retainer balance  
remaining.





1 D. If the grievance or complaint is not resolved after the meeting, the complaining  
2 party may proceed by noticed motion to the Court for removal of the Case Manager/ Parenting  
3 Plan Coordinator.

4 E. The Court shall reserve jurisdiction to determine if either or both parties and/or the  
5 Case Manager/ Parenting Plan Coordinator shall ultimately be responsible for any portion of or  
6 all of the Case Manager/ Parenting Plan Coordinator's time and costs in responding to the  
7 grievance, and the Case Manager/ Parenting Plan Coordinator's attorney's fees and costs, if any.

8 **CONSENT**

9 27. The parties acknowledge, agree, and initial the following:

10 \_\_\_/\_\_\_ I understand that a Case Manager/ Parenting Plan Coordinator is being  
11 appointed with my agreement and I agree to the appointment of the Case Manager/ Parenting Plan  
12 Coordinator named in this stipulation.

13 \_\_\_/\_\_\_ I understand that I can limit the issues before the Case Manager/ Parenting  
14 Plan Coordinator. I have reviewed the issues that are to be handled by the Case Manager in this  
15 stipulation and I agree to each of them.

16 \_\_\_/\_\_\_ I understand that I can limit the time that the Case Manager/ Parenting Plan  
17 Coordinator serves and that the powers of the Case Manager will end at the end of the  
18 appointment term. I agree to the term of appointment of the Case Manager/ Parenting Plan  
19 Coordinator in this stipulation.

20 \_\_\_/\_\_\_ I understand that the recommendations and decisions of the Case Manager/  
21 Parenting Plan Coordinator can be reviewed by the Court and that if I object to a recommendation  
22 or decision, it is my responsibility to timely object and schedule a meeting, as set forth more  
23 specifically in Section 17, herein, and that the Court will conduct its own investigation and make  
24 its own order in accordance with the best interests of the child(ren).

25 \_\_\_/\_\_\_ I understand that the Case Manager/ Parenting Plan Coordinator may be  
26 called as a witness by either party and that the party calling the Case Manager must advance the  
27 Case Manager's costs for testifying, subject to later reallocation by the Court.

28 \_\_\_/\_\_\_ I acknowledge that I have had an opportunity to review this stipulation and  
to have questions about this stipulation answered by legal counsel.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MISCELLANEOUS PROVISIONS**

28. For purposes of filing this stipulation, facsimile signatures and initials shall be considered originals, and this stipulation can be initialed and signed in several parts.

29. The words case manager and parenting plan coordinator can be used interchangeably.

AGREED:

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

Dated: \_\_\_\_\_  
Attorney for Petitioner

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

Dated: \_\_\_\_\_  
Attorney for Respondent

I agree to my appointment as Case Manager/ Parenting Plan Coordinator contained in this stipulation.

Dated: \_\_\_\_\_  
Robin Sax, JD and MSW

**ORDER**

The parties and their attorneys having agreed and good cause appearing, IT IS SO ORDERED.

Dated: \_\_\_\_\_  
Judge of the Superior Court