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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 In re Marriage of
12 Petitioner: CAROLINE GAVIGAN
13 and
14 Respondent: SEAN GAVIGAN

CASE NO. BD 447 141
[Dept. 60 commissioner Maren Nelson]

STIPULATION & ORDER APPOINTING
PARENTING PLAN COORDINATOR

15
16 Branch: Central
17 Department: 60
18 Street Address: 111 North Hill Street
19 City and Zip Code: Los Angeles, CA 90012

20 **STIPULATION & ORDER APPOINTING PARENTING PLAN COORDINATOR**

21 **A. Stipulation by Parents**

22 1. We agree to the appointment of Matthew Sullivan, Ph.D. as a Parenting Plan
23 Coordinator (PPC, also called a Parent Coordinator or a Child Custody Special Master) under the
24 terms of this Stipulation and Order.

25 2. A Parenting Plan Coordinator is a quasi-judicial officer of the court appointed by
26 the Court by stipulation of the parents to:

- 27 a. Coach the parents on effective co-parenting,
28 b. Help the parents make joint parenting decisions, and

1 c. Resolve disputes between the parents concerning the clarification,
2 implementation, adaptation and, as described herein, modification of a court-ordered parenting
3 plan through the informal process described in this Order.

4 3. We agree to submit disputes about clarification, implementation, and adaptation
5 and, if applicable, modification of the court-ordered parenting plan to the PPC to make decisions
6 under the terms and procedures set forth in this stipulation and order. We agree that the Court
7 shall adopt those decisions of the PPC as court orders that have the same force and effect as
8 orders made by the Court in a contested court proceeding.

9 **B. Findings of the Court**

10 Based upon the stipulation of the parents (who have signed this stipulation, and initialed
11 this stipulation where indicated to document their agreement), the Court finds that the parties
12 have knowingly, intelligently, and voluntarily agreed to the terms of the Stipulation, after having
13 had the opportunity to consult with independent counsel, which counsel join in this Stipulated
14 Order.

15 4. I have had an opportunity to independently consult with a lawyer of my choice
16 before entering into this stipulation. I have read this stipulation, and understand it. I freely and
17 voluntarily enter into this stipulation.

18 Initials CG _____

19 5. I choose to use the PPC process as an alternate method of dispute resolution to
20 reduce future custody and visitation litigation. I waive the right to formal court litigation over
21 the issues assigned to the PPC by this stipulation and order, subject to the Court's power to
22 review the PPC's decision, during the term of the PPC.

23 Initials: CG _____

24 6. I understand that no California court can appoint a PPC without the consent of the
25 parents, and that no California statute or court rule authorizes the appointment of a PPC absent
26 such consent.

27 Initials: CG _____

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1 c. Resolve disputes between the parents concerning the clarification,
 2 implementation, adaptation and, as described herein, modification of a court-ordered parenting
 3 plan through the informal process described in this Order.

4 3. We agree to submit disputes about clarification, implementation, and adaptation
 5 and, if applicable, modification of the court-ordered parenting plan to the PPC to make decisions
 6 under the terms and procedures set forth in this stipulation and order. We agree that the Court
 7 shall adopt those decisions of the PPC as court orders that have the same force and effect as
 8 orders made by the Court in a contested court proceeding.

9 B. Findings of the Court

10 Based upon the stipulation of the parents (who have signed this stipulation, and initialed
 11 this stipulation where indicated to document their agreement), the Court finds that the parties
 12 have knowingly, intelligently, and voluntarily agreed to the terms of the Stipulation, after having
 13 had the opportunity to consult with independent counsel, which counsel join in this Stipulated
 14 Order.

15 4. I have had an opportunity to independently consult with a lawyer of my choice
 16 before entering into this stipulation. I have read this stipulation, and understand it. I freely and
 17 voluntarily enter into this stipulation.

18 Initials SA _____

19 5. I choose to use the PPC process as an alternate method of dispute resolution to
 20 reduce future custody and visitation litigation. I waive the right to formal court litigation over
 21 the issues assigned to the PPC by this stipulation and order, subject to the Court's power to
 22 review the PPC's decision, during the term of the PPC.

23 Initials: SPG _____

24 6. I understand that no California court can appoint a PPC without the consent of the
 25 parents, and that no California statute or court rule authorizes the appointment of a PPC absent
 26 such consent.

27 Initials: SA _____

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1 7. I understand that the PPC will resolve disputes between the parents without a
2 court hearing, and will issue some decisions that will become court orders automatically, and
3 others that are recommendations for court orders, as described herein.

4 Initials: CG _____

5 8. I understand that we cannot sue the PPC; that the PPC process is a quasi-judicial
6 process; that the participants, including certain third persons, are protected from civil liability by
7 the Civil Code Section §47 litigation privilege, as well as common law civil immunity from
8 lawsuits to the broadest extent permissible under the law. The procedures set forth in this
9 Stipulation and Order for addressing grievances about the PPC decision-making process and
10 decisions are the sole remedy for complaints about the PPC available to us.

11 Initials: CG _____

12 9. I understand that the PPC is an officer of the Court, not a professional engaged by
13 the parents by private contract to provide services at our expense. Any legal duty owed by the
14 PPC is only to the Court, not to the parents, children or to third parties, except as expressly
15 ordered by the Court.

16 Initials: CG _____

17 **C. Order Appointing Parenting Plan Coordinator**

18 Based on the stipulation of the parents and the court findings, the Court makes the
19 following orders, effective upon acceptance by the PPC, and continuing in full force and effect
20 for the term set forth in this Stipulation and Order.

21 10. The Court appoints Matthew Sullivan, Ph.D. to serve as a Parenting Plan
22 Coordinator (PPC).

23 11. By entering into this Stipulation, the parents give the PPC some of the authority
24 ordinarily reserved to the Court to make decisions clarifying, augmenting, implementing,
25 adapting and, to a certain extent, modifying the court-ordered parenting plan when the parents
26 disagree.

27 12. This Order defines the decisions that the PPC may make, and reserves major
28 decisions modifying the parenting plan to the Court, as defined herein. The PPC may make

1 recommendations to the parents and the Court about those major decisions to the extent
2 authorized by this Order. The PPC has no powers other than those granted by this Stipulation.

3 13. The PPC will

- 4 a. provide co-parenting coaching to the parents,
- 5 b. help the parents make joint parenting decisions,
- 6 c. at the request of either parent, make decisions that the Court will adopt as

7 Court orders clarifying, augmenting, implementing, adapting and, to a certain extent, modifying
8 the court-ordered parenting plan,

9 d. At the request of either parent, make recommendations to the parents and
10 the Court for modification of the parenting plan to the extent this Order authorizes such
11 recommendations.

12 15. The PPC must disclose any conflicts of interest to the parties, counsel and Court
13 before accepting this appointment.

14 16. The PPC may designate a temporary substitute PCC for periods (not to exceed 60
15 days) in which the PPC is unavailable. The Court has no jurisdiction to select a replacement PPC
16 without the written stipulation of the parents.

17 17. The PPC's term begins when this Order is entered. The PPC's term ends on
18 December 31, 2008 (no more than three years) unless and until any of the following events
19 happens first:

- 20 a. The PPC resigns with ten days' written notice,
 - 21 b. The parents both sign a written stipulation terminating the appointment;
 - 22 c. The parents extend the appointment to a specific date with a written
- 23 stipulation and court order;
- 24 d. The Court orders the termination of the appointment, or
 - 25 e. The PPC's fees are not paid as allocated herein, or advanced by one parent

26 on the other's behalf subject to Paragraph 67 within 20 days of receipt by the parents of billing
27 notice from PPC.

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1 18. The PPC will submit his or her decisions made under the terms of this Order to
2 the Court in writing (with copies to parties and counsel) for entry by the Court as a court order.
3 The PPC will submit his or her recommendations made under the terms of this Order to the Court
4 in writing (with copies to parties and counsel). A decision may take the form of a denial of the
5 relief requested. The PPC may also submit written findings, opinions and reports to the Court
6 (with copies to parties and counsel) addressing matters that arise in the course of the PPC
7 process.

8 19. The PPC will give each parent a reasonable opportunity to be heard before making
9 any decision.

10 20. The PPC will base all decisions upon the best interests of the children.

11 21. If the children have court-appointed minors' counsel, the PPC must consult with
12 minors' counsel and give notice to minor's counsel in the same manner and under the same
13 circumstances that the PPC consults with and gives notice to the parents.

14 22. The PPC will not act as a psychotherapist, child custody evaluator, counselor,
15 attorney, or advocate for the parties, children or family.

16 a. No psychotherapist-patient or attorney-client relationship arises from this
17 appointment or otherwise exists between the PPC and any of the parties or children.

18 b. The PPC must not provide any services or assume any professional relationship
19 to the parents and children other than the role of PPC as defined by this order during or after the
20 term of the appointment.

21 23. Each party must give the PPC his or her contact information (mailing address,
22 email address and/or fax number, and telephone numbers), and the children's addresses and
23 telephone numbers, and shall provide advance notice of all changes of contact information. Each
24 party must give the PPC a method for rapid oral and written communication and notification
25 (such as voice mail, text message, e-mail or fax) that allows prompt transmission of information.

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1 24. The PPC may structure the decision-making process, including directing how the
2 parents are to communicate with each other and with the PPC concerning issues presented to the
3 PPC for decision or recommendation.

4 25. Each party must give the PPC copies of all pleadings and documents relating to
5 custody and visitation previously filed with the Court by that party, and all orders of the Court
6 relating to custody and visitation within five (5) calendar days after the entry of this order, and
7 copies of the reports of any child custody evaluator. Each party must give the PPC copies of any
8 subsequent pleadings, custody evaluations and any other information requested by the PPC.

9 **D. Limits of PPC's Authority**

10 26. The PPC will only make decisions or recommendations to the Court upon the
11 request of a parent.

12 27. The PPC may make informal recommendations to the parents on any topic related
13 to the children's well-being without a parental request, but may not devote more than a brief
14 period of time to investigation or analysis of any issue not presented to the PPC by one of the
15 parents.

16 28. The Court retains jurisdiction to review decisions of the PPC and over all other
17 issues related to the parenting plan.

18 29. The Court retains jurisdiction to make specific orders regarding the amount of
19 services to be provided, including the use of consultants and their fees, based upon economic or
20 other factors (including use of the process to unreasonably increase economic costs or require the
21 other parent to devote excessive time and attention to the process).

22 **E. The Three Levels of Decision-Making**

23 30. This order classifies issues related to the parenting plan into three categories
24 (Levels 1, 2 and 3) set forth in the chart below, and establishes the scope of the PPC's authority
25 and procedures with respect to the issues in each category.

26 **Level 1 Issues**

27 31. Level 1 issues involve short term practical matters and are often time-sensitive.

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1 32. When one parent requests that the PPC make a Level I decision, the PPC will use
2 the rapid communication methods provided by each parent to give both parents a reasonable
3 opportunity to be heard.

4 33. The PPC will initially communicate Level 1 decisions directly to the parents and
5 counsel using rapid oral or written communication. Level 1 decisions are effective immediately
6 when the PPC communicates them to each parent, even though the Court may not enter them
7 until later. Evidence that the PPC communicated a decision to a parent will suffice to establish
8 that parent's knowledge of the order. Each party waives notice of the Court's entry of the order.

9 34. The PPC will memorialize Level 1 decisions in a written order, transmitted to the
10 parties and counsel, and submitted to the Court for entry, using the Notice of Decision form
11 shown in Appendix A (with stamped, addressed envelopes for delivery of a conformed copy of
12 the entered order to counsel and the PPC). The parents agree that the Court may retroactively (to
13 the time that the parent received rapid notice from the PPC) enforce Level 1 decisions by
14 contempt of court or any other method authorized by law.

15 35. Either parent may seek review of a Level 1 decision by Order to Show Cause.
16 The parent seeking review must file the OSC to the Court within 30 days after the Court's entry
17 of a Level I written order, and serve the OSC by mail within 10 days of its filing. Pending any
18 review by the Court, the order of the PPC shall remain in full force and effect. If a parent fails to
19 submit the OSC or to serve the OSC on a timely basis, that parent waives the right to seek review
20 of the decision.

21 36. The Court may reverse or modify a Level 1 decision where the parent seeking
22 review

23 a. shows that the decision exceeds the authority of the PPC, exceeds the
24 jurisdiction of the Court, or is erroneous as a matter of law, or

25 b. proves by clear and convincing evidence that the PPC's decision is not in
26 the best interests of the children.

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1 **Level 2 Issues**

2 37. Level 2 issues typically have long-term effect, but do not make major changes to
3 the roles of the parents as decision makers, or significantly change the percentage of time that the
4 children are in each parent's care.

5 38. When one parent requests that the PPC decide a Level 2 issue, the PPC must give
6 the other parent a reasonable opportunity to state his or her views about the issue, and to provide
7 information relating to the issue, before the PPC makes a decision.

8 39. The PPC will make a written decision on any Level 2 issue presented by a parent
9 and transmit the decision to the parents. Level 2 decisions are effective immediately when
10 transmitted to the parents, even though the Court may not enter them until later. Evidence that
11 the PPC communicated a decision to a parent will suffice to establish that parent's knowledge of
12 the order. Each party waives notice of the Court's entry of the order.

13 40. The PPC will memorialize Level 2 decisions in a written order, transmitted to the
14 parties and counsel, and submitted to the Court for entry, using the Notice of Decision form
15 shown in Appendix A (with stamped, addressed envelopes for delivery of a conformed copy of
16 the entered order to counsel and the PPC).

17 41. The Court may retroactively enforce Level 2 decisions by contempt of court or
18 any other method authorized by law.

19 42. Either parent may seek review of a Level 2 decision by Order to Show Cause.
20 The parent must file the OSC to the Court within 30 days after entry of a Level 2 order, and serve
21 the OSC by mail within 10 days of its filing. Pending any review by the Court, the order of the
22 PPC shall remain in full force and effect. If a parent fails to submit the OSC or to serve the OSC
23 on a timely basis, that parent waives the right to seek review of the decision.

24 43. The Court may reverse or modify a Level 2 decision where the parent seeking
25 review

26 a. shows that the decision exceeds the authority of the PPC, exceeds the
27 jurisdiction of the Court, or is erroneous as a matter of law, or

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1 b. proves by clear and convincing evidence that the PPC's decision is not in
2 the best interests of the children.

3 **Level 3 Issues**

4 44. Level 3 issues involve major changes to the parenting plan that may only be made
5 based upon stipulation of the parents or an order of the Court. The PPC may make
6 recommendations concerning Level 3 issues, but can make no orders, other than to transmit a
7 stipulation of the parents to the Court for entry as an order.

8 45. When one parent requests that the PPC make a recommendation about a Level 3
9 issue, the PPC must give the other parent a reasonable opportunity to state his or her views, and
10 to provide information before the PPC makes a recommendation.

11 46. The PPC may make written recommendations about Level 3 issues upon the
12 request of either parent or may decline to do so. The PPC should not make recommendations if
13 the PPC does not have sufficient information upon which to base a recommendation. If the PPC
14 decides to make recommendations, the PPC will prepare written recommendations (which may
15 include findings), provide copies to the parents and counsel, and submit them to the Court, using
16 the Notice of Decision form shown in Appendix A.

17 47. The Court will admit the written findings and recommendations of the PPC into
18 evidence as expert opinion testimony subject to the right of cross examination. The parties waive
19 any objections to the admissibility of hearsay statements contained therein, but retain the right to
20 argue the issue of the weight, sufficiency and reliability of such evidence. The PPC 's
21 recommendations do not carry the same weight as those of a child custody evaluator because the
22 procedures followed by the PPC do not comply with the requirements of California Rules of
23 Court.

24 **F. Scope of Authority for Specific Issues**

25 48. The parents agree to categorize the types of decisions to be made by the Parenting
26 Plan Coordinator as follows [The pre-printed X's are suggestions only; parents should carefully
27 consider these choices]:

28 ///

Issue		Level 2	Level 3
1. Clarification of ambiguous or uncertain provisions in the court-ordered parenting plan.	X		
2. Establish times, places and conditions for exchanges of the children under the court-ordered parenting plan.	X		
3. Minor, temporary or one-time changes, clarifications and conditions to the schedule for children's opportunities to spend holidays, vacations, and special days in each household which do not alter the base parenting time schedule by more than one 24-hour period.	X		
4. Temporary or one-time variation from the parenting time schedule for a special event or particular circumstance which does not alter the base parenting time schedule by more than one 24-hour period.	X		
5. Children's participation in recreation, enrichment and extracurricular activities and programs, including activity selection, transportation, whether parents may attend during the other parent's parenting time, coaching, etc.	X		
6. Specific orders governing use of children's clothing, toys, equipment, health care items, personal care items, school materials, etc. (including movement of such items between parental households).	X		
7. Orders governing information exchange/communication between the parties.	X		
8. Allocation of responsibility for transporting the children between homes, schools, activities, childcare, etc.	X		
9. Communication with children when children are in the other parent's care, including all issues related to telephone and other contact between the non-custodial parent and children.	X		
10. Minor changes (other than temporary, one-time changes pursuant to #4) in the base parenting time schedule that do not increase or decrease the children's time with either parent by more than one 24-hour periods per 28-days.		X	
11. Major changes in the base parenting time schedule that increase or decrease the children's time with either parent by more than one 24-hour periods per 28-days.			X
12. Orders permitting or limiting travel by children within the United States, including orders governing travel as an unaccompanied minor.		X	
13. Temporary orders restraining either party from relocating the children's residence until the matter can be heard by the Court.	X		
14. Geographic restrictions on location of children's residence while in the care of either or both parents reasonably necessary to make existing parenting schedule practical.		X	
15. Children's relocation that would require modification of the parenting schedule.			X
16. Orders prohibiting removal of children from the State of California and/or specific geographic area within California until the matter can be heard by the Court.	X		

1	17. Temporary travel by children outside of the area currently restricted by court orders.		X	
2				
3	18. Travel by children to nations that are signatory to the Hague Convention, conditions of such travel, including but not limited to bonds, mirror orders, and other abduction prevention orders.		X	
4				
5	19. Travel by children to nations that are not signatory to the Hague Abduction Convention, including conditions of such travel.		X	
6	20. Orders governing use of corporal punishment or other forms of discipline or disputes concerning discipline of children.	X		
7				
8	21. Child care decisions, including but not limited to selection of child care providers, and hours of attendance.		X	
9				
10	22. Resolution of conflicts between parents concerning children's day-to-day health care management, including medical, dental, orthodontic, mental health and vision care.		X	
11				
12	23. Resolution of conflicts about major medical decisions for children such as non-emergency surgery/major medical procedures (or emergency surgery/procedures once both parents have been contacted and are available to participate in decision-making); child's admission to an in-patient psychiatric program (other than in cases of acute emergency).		X	
13				
14	24. Resolution of conflicts between parents concerning education, including choice of public schools, tutoring, participation in gifted or special education programs, skipping or repeating a grade, and other major educational decisions.		X	
15				
16	25. Resolution of conflicts between parents concerning moving from public school to private school, from private school to public school, selection of and application to and testing for private schools, and use of home schooling.		X	
17				
18	26. Resolution of conflicts for decisions relating to temporary changes in child's appearance such as haircuts, hair-coloring; etc.	X		
19				
20	27. Resolution of conflicts between joint legal custodians concerning other issues, including but not limited to consent for issuance or possession of a driver's license, passport, work permit or marriage license; consent to child's employment; consent for child to participate in risky activities; consent for tattoos, body piercing or other permanent alterations to appearance, etc.		X	
21				
22	28. Limiting the right of the parties to obtain unilateral evaluations of the children (mental, psychiatric, psychological, social, educational, etc.) other than by mutual agreement or order of the court.		X	
23				
24	29. Orders for parents to participate in parent-education or other parenting skills or co-parenting skills programs.		X	
25				
26	30. Orders for counseling pursuant to Family Code §3190 et seq. including resolution of conflicts regarding selection of therapist.		X	
27				
28	31. Requiring the parties and children to participate in psychological evaluation and testing for purposes of generating recommendations for the Parenting Plan Coordinator regarding modification or implementation of the parenting plan.			X

1	32. Requiring the parties and children to participate in a full or focused child custody evaluation for purposes of generating recommendations for the Court regarding modification or implementation of the parenting plan.			X
2				
3				
4	33. Appointment of minors' counsel.			X
5	34. Adjustment of parenting time and schedule based upon changes in child's age, stage of development, and parent's ability to meet child's needs (subject to limitations and designated levels of authority as set forth in issues #10 and #11, above).		See #10	and #11
6				
7	35. Temporary allocation of legal custody decision-making authority for a particular decision or set of decisions for a limited period of time.		X	
8				
9	36. Permanent modification of legal custody decision-making authority allocation.			X
10				
11	37. Temporary supervised visitation or other major restrictions on a parent's opportunity for contact with child.		X	
12				
13	38. Supervised visitation or other major restriction on a parent's opportunity for contact with a child.			X
14				
15	39. Participation by parents in alcohol and/or drug monitoring/testing.			X
16				
17	40. Procedures for alcohol and/or drug testing, including time and place, pursuant to existing court order.	X		
18				
19	41. Resolution of conflicts between joint legal custodians concerning service as a child's guardian ad litem and management and control of child's assets.			X
20				
21	42. Conduct of the parties with the children and each other including conduct restraining orders.		X	
22				
23	43. Issues pertaining to scheduling of dates and times of regular and holiday/vacation custodial periods.	X		
24				
25	44. Daily routine issues (bedtime, sleeping arrangements, diet, personal hygiene).		X	
26				
27	45. Presence of non-custodial parent at children's school when children are in the other parent's care.	X		
28				
	46. Other details relating to implementation of Parenting Plan.		X	
	47. Issues pertaining to physical environment of children.	X		

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1 **G. Decision-making Process**

2 49. The parents must participate in the dispute resolution process as requested by the
3 PPC. In the event of refusal or failure of one parent to participate in the process, the PPC may
4 make decisions based upon the available information.

5 50. The PPC will work informally with the parents and family, will receive
6 information by means of telephone, correspondence, fax, e-mail, videoconferencing and other
7 forms of communication. The PPC may meet with family members or any other third persons
8 deemed relevant by the PPC individually or jointly, in any combination chosen by the PPC.

9 51. The parents will use their best efforts to ensure that the PPC can confer with
10 others upon request, including but not limited to counsel, step parents, significant others, step
11 siblings, children of significant others, extended family members, household members, school
12 and educational personnel, care providers, health care providers for the children, child custody
13 evaluator and therapists for the children and parents, subject to Paragraph 57.1.

14 52. Counsel may be excluded from meetings with the PPC, except that a parent may
15 invite counsel to participate in individual sessions with the PPC, and, if there is a court-appointed
16 minors' counsel, that lawyer may participate in sessions with the PPC and his or her child client.
17 The PPC will permit parents (and children who have court-appointed counsel) to caucus privately
18 with their lawyers upon request.

19 53. The PPC may employ consultants to assist him/her in the performance of his/her
20 duties, at a cost not to exceed the equivalent of two hours per month at the PPC's hourly rate, The
21 PPC will provide the parents reasonable advance notice before incurring consultation charges for
22 outside consultants in an amount exceeding the equivalent of two hours at the PPC's hourly rate.

23 54. The PPC will maintain records, including copies of documents (hard copies or
24 electronic files) submitted, summaries of conversations with parties and others concerning each
25 decision or recommendation, decisions and recommendations of the PPC and methods by which
26 the PPC communicated decisions and recommendations to the parties and the Court. Each party
27 may obtain copies of the PPC's records at his or her own expense.

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1 **H. Ex Parte Communication with the Court**

2 55. In the event that the PPC finds that emergency orders may be necessary to protect
3 children, parents, family members or others from serious risk, the PPC may deliver an emergency
4 report only to the Court (and minors' counsel, if any) and request that the Court set an ex parte
5 hearing on the Court's own motion or motion of minors' counsel, at which the parties are required
6 to produce the children, so that the Court may take such emergency precautions necessary for
7 protection of children, family members or others, pending a full hearing on the report and its
8 recommendations.

9 a. The PPC must give advance telephonic notice to counsel and self-represented
10 parties that he or she is submitting an emergency report to the court.

11 b. The Court may excuse notice where notice would endanger anyone's physical or
12 emotional safety.

13 c. If the PPC communicates with the Court without having given notice, s/he will
14 advise the Court that no notice was given, and the reasons for not giving notice.

15 d. Upon reviewing the emergency report, the Court may set an emergency hearing on
16 its own motion;

17 e. At the emergency hearing, the Court must disclose the contents of the ex parte
18 communication to the parties and counsel.

19 f. At the emergency hearing, the Court may issue ex parte temporary orders, and set
20 a further hearing date with the same timetable that governs ex parte orders made at the request of
21 a party.

22 **I. Privilege, Privacy and Confidentiality**

23 56. No information, observations of the PPC, or communications made to the PPC
24 are governed by any legal privilege. The Court finds that such communications are not
25 confidential within the meaning of the Evidence Code since all communications will be made
26 with the expectation that they may be disclosed in the decision-making process, in findings,
27 decisions and recommendations of the PPC or testimony in this proceeding. Court orders

28 ///

1 resulting from decisions of the PPC will be part of the public record to the same extent as any
2 other child custody-visitation order.

3 57. All participants, including the PPC, the parties, counsel and consultants are
4 ordered to use their best efforts to preserve the privacy of the family and, most particularly, of the
5 children and restrict dissemination of information related to the decisions to the Court, the
6 parents, and the professionals working with the family who need to know the information to
7 carry out the objectives of the parenting plan.

8 57.1 Each party hereby waives all statutory and non-statutory privileges, except
9 attorney-client and work product privileges, including his or her respective doctor-patient and
10 psychotherapist-patient privilege so as to permit the PPC to have access to health, mental health,
11 education, employment, and other similar records, to confer with health care providers,
12 therapists, educators, and other persons whom the PPC deems necessary for the purpose of
13 performing his services and for them to confer with the PPC. Each party shall execute
14 authorizations for release of information to provide the PPC access to such records or persons
15 and such documents will specifically state the time period for such waiver. This waiver shall
16 terminate upon the completion of the term of the PPC.

17 58. The PPC may condition making decisions related to issues such as health care,
18 education, etc. upon the parents providing releases permitting access to information from
19 schools, health care providers, therapists, etc., which releases shall be promptly provided by the
20 parents upon the request of the PPC.

21 59. If the PPC is a mandatory reporter of suspected child abuse or neglect, the PPC
22 must report suspected abuse or neglect to law enforcement or child protective services. If the
23 PPC is not a mandated reporter of suspected abuse or neglect, the PPC may report suspected
24 child abuse or neglect to law enforcement or child protective services.

25 60. The PPC may disclose information to others where disclosure is necessary to
26 prevent a criminal act that the PPC reasonably believes is likely to result in death of, or
27 substantial bodily harm, to an individual.

28 ///

1 **J. Compensation of the Parenting Plan Coordinator**

2 61. The PPC 's fee schedule is attached as Exhibit B. That schedule sets forth the
3 PPC's

- 4 a. Hourly rate for regular PPC services.
- 5 b. Rates, notice and payment requirements for appearances and testimony (court and
6 deposition).
- 7 c. Administrative fees.
- 8 d. Amount of initial deposit, retainer, and method of billing.

9 62. Responsibility for payment of the PPC's fees and costs is allocated as follows
10 between the parents:

11 CAROLINE GAVIGAN 50%
12 Parent name % of total fees and costs

13 SEAN GAVIGAN 50%
14 Parent name % of total fees and costs

15 63. Each parent must pay his or her share of the initial deposit and retainer to the PPC
16 within 10 days after the PPC gives notice that he or she has accepted the appointment.

17 64. The parents must pay all fees and costs to the PPC in advance. The PPC will
18 transmit periodic statements of services and costs, any amounts applied from deposits, and any
19 current balance owed to the parents and counsel. The PPC will notify the parents and counsel of
20 the amount of the additional payments that must be made to replenish the retainer. The PPC may
21 suspend all services in the event that the parents do not have sufficient funds on deposit to cover
22 costs and services.

23 65. Each parent must pay his or her share of any additional fees and costs within 10
24 days of receipt of billing statements from the PPC.

25 66. The Court retains jurisdiction to determine the reasonableness of the PPC's fees
26 and costs, to order further payment to the PPC, or reimbursement to the parents and to make any
27 other orders reasonably necessary for compensation of the PPC.

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1 67. A parent who advances the other parent's share of the PPC's fees and costs is
2 entitled to immediate reimbursement. A parent who has advanced the other parent's share of the
3 PPC's fees and costs may offset such payment against any sums owe by him or her to the other
4 parent for support, fees or other orders in this action.

5 68. Fees for the PPC's services include all time necessary for the performance of the
6 duties set forth herein including, but not limited to meetings and/or conferences (including
7 telephone conversations) with the parents, counsel, the children, and other persons; analysis of
8 other data, research or consultation; correspondence; document review; order preparation; travel
9 time; preparation for PPC testimony; depositions or other discovery; court appearances
10 (including waiting time); and "on-call" or other reserved times.

11 69. Costs include stenographic services, travel, materials, consultation with other
12 professionals, and all other out of pocket expenses. Such costs will include reasonable attorneys'
13 fees and costs incurred by the PPC in connection with or arising from the case.

14 70. Notwithstanding any other provision, in the event any person (including the
15 children) fails to appear at the time of a scheduled appointment, the parent responsible for the
16 missed appointment must pay the fee for each missed appointment. The PPC retains discretion to
17 waive this charge for bona fide emergencies as determined in the PPC 's sole discretion.

18 71. The PPC may require that the initial payment or any subsequent payment be made
19 by cashiers check or other guaranteed funds.

20 72. Upon completion of all services rendered hereunder, the PPC will refund the
21 amount to each parent, if any, by which payments received exceed fees and costs earned.

22 73. The Court finds that the parents understand that the PPC has made no warranties
23 or guarantees relating to the conclusions or findings. The PPC will exercise independent
24 judgment in making decisions. The fees and costs paid under this Stipulation and Order are not
25 contingent on results or outcome.

26 74. Any objection to the Parenting Plan Coordinator's bills must be made in writing to
27 the Parenting Plan Coordinator within 10 business days of the billing date; otherwise the billing
28 shall not be subject to challenge.

1 75. The Court finds that appointment of the Parenting Plan Coordinator is a service
2 for the benefit of the children. The fees of the PPC constitute an additional child support
3 obligation of each parent, and are enforceable by wage assignment or any other means for the
4 enforcement of child support obligations. The Court shall have jurisdiction to award reasonable
5 attorneys' fees and costs to the PPC incurred in collection of fees and costs.

6 76. The PPC need not undertake any work until the security deposit and advance fees
7 have been paid. The PPC is not be required to perform any work if there are outstanding unpaid
8 fees. However, in order to prevent either party from frustrating the purposes of this order by
9 failing to pay fees, the PPC may elect to continue to provide services despite nonpayment, and
10 will be entitled to payment for such services under the terms of this order.

11 **K. Depositions and Court Appearances**

12 77. The parents expressly waive Evidence Code §703.5 and agree that the PPC may
13 be called to testify as an expert witness, notwithstanding any other provision of the law. All
14 testimony by the PPC in connection with these proceedings, including depositions and hearings,
15 or arising in other proceedings out of this evaluation, or involving the participants in this
16 evaluation is expert rather than percipient testimony, and subject to compensation under the
17 terms of this Order.

18 78. The PPC must bring his or her entire file relating to the case to any deposition or
19 court appearance in connection with this matter where the PPC has been asked to testify.

20 79. All records maintained by the PPC are admissible evidence in this proceeding.

21 80. In the event either parent wants the PPC to appear or testify at deposition, court
22 hearings, trial or any other proceeding, that parent must advance (in the form of a cashier's check
23 or other certified funds) the fees and costs to the PPC for the PPC 's travel, testimony preparation
24 and appearance for a full day at least ten days in advance of the appearance. If the PPC is
25 expected to keep multiple days open and available for appearance, then the advance must include
26 payment for all reserved days.

27 81. If the PPC must appear for more than one day, the same parent must advance at
28 the end of the preceding day, fees and costs for another full day.

1 82. The PPC will provide, upon request, an estimate of the fees and costs for an
2 appearance, including fees and costs attributable to preparation, travel and waiting time.

3 83. In the event that the Court requires the PPC's presence or testimony at any Court
4 hearings or trial, or that minor's counsel requires the appearance of the PPC for a deposition, the
5 parents must each advance their share of all estimated fees and costs for the appearance using the
6 proportions defined above.

7 84. If the request for the PPC's appearance at trial or deposition is cancelled 72 hours
8 in advance (excluding Saturdays, Sundays, or holidays), the entire deposit will be credited or
9 refunded with no penalty.

10 85. If the PPC's appearance at a scheduled deposition or court hearing is cancelled
11 upon less than 72 hours notice to the PPC, the PPC will retain the deposit. The PPC may, in his
12 or her sole discretion, waive a portion of the payment.

13 **L. Grievances, Disqualification, Termination of Appointment**

14 86. If either parent has a concern about the PPC 's behavior in terms of ethics,
15 professionalism, fairness, cost or procedures or any other concern , that parent must make
16 reasonable efforts to resolve the grievance with the PPC before making a motion to have the
17 issue adjudicated or the PPC removed.

18 87. The Court reserves jurisdiction to make orders for payment of the PPC for time
19 and expenses spent in responding to any grievance, removal proceeding, or other claim or
20 challenge arising from this order, including attorneys' fees and costs incurred, if any.

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1 88. The PPC may withdraw from service at any time, upon 10 days written notice to
2 the parties and the Court.

3 **Approved As To Form And Content:**

4  CAROLINE GAVIGAN 12/6/07
5 Petitioner's signature Print name Date

6 _____
7 Respondent's signature Print name Date

8 **APPROVED AS TO FORM:**

9  LARRY A. GINSBERG, ESO. 12/7/07
10 Attorney for Petitioner Print name Date

11 _____
12 Attorney for Respondent Print name Date

13 **APPOINTMENT ACCEPTED:**

14 _____ MATTHEW SULLIVAN Ph.D. _____
15 PPC Print Name Date


16 **IT IS SO ORDERED:**

17 _____ Date _____
18 **COMMR. MAREN NELSON**
19 **JUDGE PRO TEM OF THE SUPERIOR COURT**

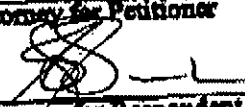
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1 SS. The PFC may withdraw from service at any time, upon 10 days written notice to
2 the parties and the Court.

3 Approved As To Form And Content:

4			
5	_____ Petitioner's signature	<u>CAROLINE GAVIGAN</u> Print name	_____ Date
6			
7	_____ Respondent's signature	<u>SEAN GAVIGAN</u> Print name	<u>12/6/07</u> Date

8 APPROVED AS TO FORM:

9	_____ Attorney for Petitioner	<u>LARRY A. GINSBERG, ESQ.</u> Print name	_____ Date
10			
11	_____ Attorney for Respondent	<u>SHARON HILL SANDLER, ESQ.</u> Print name	<u>12/7/07</u> Date

12 APPOINTMENT ACCEPTED:

13	_____ PFC	<u>MATTHEW SULLIVAN Ph.D.</u> Print Name	_____ Date
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15 IT IS SO ORDERED:

16	_____ COMMR. MAREN NELSON JUDGE PRO TEM OF THE SUPERIOR COURT	_____ Date
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1 **APPENDIX A: Notice of decision form**

2 PARENTING PLAN COORDINATOR (Name and address) FOR COURT USE ONLY: FILE STAMP

3 TELEPHONE NO.: FAX NO.

4 (optional):

E-MAIL ADDRESS (optional):

5 JUDGE:

6 DEPARTMENT:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

7 BRANCH:

8 STREET ADDRESS, CITY & ZIP

CODE:

9 PETITIONER:

CASE NUMBER:

RESPONDENT:

10 **FINDINGS AND DECISIONS OF PARENTING PLAN COORDINATOR AND ORDERS**

11 **THEREON:**

12 **I, MATTHEW SULLIVAN, declare that:**

13 1. I was appointed by stipulation and court order as a Parenting Plan Coordinator
14 (PPC)/Special Master on _____, 2007 until December 31, 2008.

15 2. After considering all the evidence presented, I have made the decisions set forth in
16 Appendix A, which shows the issue decided, the decision, the rationale, the level of the decision
17 and the date when the decision was communicated to the parents, if different from today.

18 3. I communicated the decisions to the parents and counsel, if any, in a manner
19 consistent with the terms of my appointment.

20 4. Any Level 1 or 2 decisions are so ordered:

21 _____
(SIGNATURE OF PPC)

(Date)

23 Based upon the above, any Level 1 or 2 decisions are SO ORDERED:

26 _____
JUDGE OF THE SUPERIOR COURT

(Date)

1 APPENDIX B: PPC FEE & COST SCHEDULE FOR: Matthew Sullivan, Ph.D.

2 Hourly rate: \$400

3 Refillable retainer: \$4,000 (For fees and costs - must be refilled as expended.)

4 Deposit: \$_____ (To be applied to any outstanding balance at the end of the PPC's
term, with the remainder refunded to the payor.)

5 Administrative fees: \$_____ (One-time charge for setting up file.)

6 Expert witness fees: \$_____ (Hourly)

7 Testimony:

8 1. The parent requiring the PPC's testimony will deliver (by fax, mail, or other
9 delivery) a subpoena to the PPC's officer during regular business hours. The PPC will accept
10 subpoenas delivered to the PPC's office, and waive personal service.

11 2. Expert testimony fees are charged for a full day of the PPC's time unless the PPC
12 specifically agrees in writing to appear for a half day at the rate of \$_____ for up to
13 four (4) hours.

14 3. If the PPC must review, correct, and approve his or her deposition transcript in the
15 above-captioned case, the party making that request will furnish the PPC with a copy of the
16 transcript to retain at no cost, in addition to providing the original for review, correction and
17 approval. The fee for review is \$_____ per page and must be paid in guaranteed funds
18 (Cashier's Check or Money Order) at the time the deposition is submitted for review.
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