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Attorney for Petitioner

Attorney for Respondent

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

In re the Marriage of:) Case No.
Petitioner:)
and) STIPULATION AND ORDER FOR
Respondent:) CHILD CUSTODY EVALUATION
_____)

PURSUANT TO EVIDENCE CODE, SECTION 730, AND FAMILY CODE, SECTION 3111, IT IS HEREBY ORDERED and STIPULATED by and between the parties through their respective attorneys of record that:

1. Lyn R. Greenberg, Ph.D. is appointed to perform a child custody-visitation evaluation in connection with the above-captioned case. The purpose of the evaluation shall be for making non-binding findings and recommendations to the parties and the Court, regarding:

- _____ Custody/Parenting Plan
- _____ Allegations of Child Abuse or Domestic Violence
- _____ Other issues (please specify): _____

1 will also notify counsel of dates when she will be unavailable. Dr. Greenberg also retains the
2 right to contact the Court, with copies to counsel, to advise the Court of any difficulties she is
3 encountering in completing the evaluation.

4 13. It is the responsibility of each party and counsel to ensure that any written materials,
5 parenting questionnaires, recordings, or other materials provided to Dr. Greenberg are also
6 provided to the other party. Parties should retain copies of all materials provided to Dr.
7 Greenberg, as materials provided to this office must be retained as part of the evaluation file and
8 cannot be returned absent a Court order. All materials should be submitted to Dr. Greenberg by
9 counsel, not directly by the parties. If any videotaped or audio taped material is submitted to Dr.
10 Greenberg, it is the responsibility of counsel to determine whether such taping was done legally
11 and can be provided to the evaluator. Counsel are to provide a cover letter listing the materials
12 enclosed whenever such materials are provided to Dr. Greenberg.

13 14. If there are allegations of domestic violence and/or child abuse in the above-captioned
14 matter, it is the responsibility of counsel to ensure that all allegations are provided in writing to
15 Dr. Greenberg and that Dr. Greenberg is provided with all ancillary material related to these
16 allegations. This should include the name and contact information for any professional
17 investigator, investigating agency, health care professional, teacher, or other collateral informant
18 who may have information relevant to assessing these allegations. It is the responsibility of
19 counsel to obtain a court order directing each investigating agency to release information to this
20 evaluator, and to ensure that professionals who have been involved in the investigation are
21 available for interview by Dr. Greenberg. It is the responsibility of counsel to ensure that such
22 orders are served on the involved agencies. The evaluator will notify counsel if the information
23 is not received in a timely manner. It is counsel's responsibility to request such assistance from
24 the Court as many be necessary to ensure cooperation by investigative agencies. Counsel
25 acknowledge that records from the Department of Children and Family Services generally cannot
26 be released to counsel except by court order. If Counsel desires that these records be included in
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1 any production of records by the evaluator, it is their responsibility to secure a court order
2 permitting this.

3 15. Most evaluations include one or more conjoint interviews with both parents, or
4 parents and significant others, present. In most cases, children will also be observed with each
5 parent and/or significant other in the household.. If there is a restraining order precluding such a
6 joint meeting, it is the responsibility of counsel to notify Dr. Greenberg. Either party may request
7 special procedures for an evaluation session attended by both parties to provide for the parties'
8 security. Any costs for such security will be charged to the parties.

9 16. Each party acknowledges that he/she has read, understands, and has had an
10 opportunity to confer with his/her attorney about this stipulation. Each party understands that Dr.
11 Greenberg's role is to assist the Court, not to serve as therapist or assist the interests of either
12 party. This evaluation, and the information considered herein, are not confidential. Each party
13 further understands that parts of this evaluation may be emotionally stressful, including but not
14 limited to answering questions about painful events, being asked about personal and/or private
15 issues in his/her life, hearing or reading results of the evaluation which are perceived as critical,
16 and having other people learn about formerly private matters as a result of Dr. Greenberg's report
17 or testimony. Both parties are encouraged to seek therapeutic support from other professionals as
18 they may deem it helpful to assist them in coping with the stresses associated with this process.

19 17. The evaluator will not intervene in issues during the evaluation except as required of
20 psychologists to report suspected abuse of children or warn a potential victim of danger. If the
21 parties and their counsel agree, names for several mediators and/or psychotherapists may be
22 provided for urgent problems occurring during the evaluation. The evaluator is not responsible
23 for the services of those psychotherapists and/or mediators. The evaluator may make requests of
24 family members to communicate with each other and/or address ongoing problems as part of
25 assessing issues in the evaluation. The evaluator may or may not disclose information about the
26 case to the parties and question the parties about the information as part of assessing issues in the
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1 evaluation.

2 18. The cost of the evaluation shall be \$350 per hour for all time necessary for the
3 performance of the evaluation including, but not limited to, initial arrangements for the
4 evaluation, meetings or conferences (including telephone conversations) with the parties,
5 counsel, the parties' children, and anyone else deemed necessary for the purposes of performing
6 the evaluation, analysis of psychological test findings and other data, any necessary research,
7 report preparation, travel time, preparation for expert testimony, court appearances (including
8 waiting time), and "on call" or other reserved time. Dr. Greenberg shall also be reimbursed for
9 expenses in connection with the evaluation, and for all time and costs incurred to provide
10 information or services related to this evaluation, including time required to respond to actions of
11 any kind filed against Dr. Greenberg. Such expenses shall include costs and reasonable
12 attorneys' fees in connection with or arising from the evaluation. If counsel request additional
13 records or information from the evaluator and the evaluator must expend time to locate or
14 produce such information, these services will incur the same charges as all other evaluation
15 services and cannot be provided absent an advance payment sufficient to cover the anticipated
16 services. Fees may be increased with 8 weeks' notice to the parties, but will remain unchanged
17 for one year from the effective date of this order. The parties acknowledge that these fees are
18 reasonable and that it is their responsibility ensure payment.

19 19. The cost of the evaluation shall be borne as follows: Petitioner will pay _____% of
20 the costs of the evaluation, and Respondent will pay _____%. Any additional costs of the
21 evaluation shall be advanced to Dr. Greenberg as requested, with _____% paid by the petitioner
22 and _____% paid by the Respondent.

23 20. Immediately upon execution of this Stipulation, the parties shall advance to Dr.
24 Greenberg \$7000.00. Dr. Greenberg shall have the right to require that this or any subsequent
25 payment be made by cashier's check. Dr. Greenberg requires that a minimum balance of \$2000
26 be maintained at her office to provide for completion of the evaluation report, or for
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1 released to the Court and attorneys of record until all fees are paid to the evaluator in the form of
2 a cashiers check. When the report is released, the evaluator will provide details of professional
3 time and other charges for the evaluation.

4 24. Dr. Greenberg may withdraw from the case at any time prior to submitting the
5 evaluation report to the court, if there is good cause to do so. Good cause shall include but is not
6 limited to: Illness or the discovery of a conflict between Dr. Greenberg and one of the parties or
7 their attorneys. Dr. Greenberg, the attorneys of record, and the parties will disclose to each other
8 any known conflict of interest among them. Any attorney intending to substitute into the case
9 shall be bound by this stipulation and order and shall promptly disclose any conflict of interest
10 with the evaluator to that attorney's prospective client and, upon substituting into the case, to
11 opposing counsel and to the court. If Dr. Greenberg withdraws from the evaluation, the court in
12 this family law case shall have jurisdiction to determine the amount of any remaining payment
13 due or refund of any deposit made for the evaluation. If the evaluator withdraws from the
14 evaluation, the evaluator's entire file, including but not limited to interview notes,
15 correspondence, administrative data, test materials and profiles, collateral data and all written or
16 recorded observational of other matter collected by the evaluator in furtherance of the evaluation
17 will not be available to the parties or their attorneys, but shall be retained by the evaluator
18 to be released only as directed by court order. Upon withdrawal, the evaluator shall no longer be
19 subject to subpoena in the case and cannot be called to render an opinion or testify at
20 deposition, at a trial or at any other hearing in the case. If the evaluator withdraws from the case
21 the evaluator and the evaluator's staff and consultants shall nonetheless retain their court ordered
22 and statutory quasi-judicial immunity.

23 25. The parties and their attorneys will ensure the evaluator is provided with the parties'
24 current postal addresses, home and work telephone numbers, any available fax numbers and/or
25 email addresses for the purpose of receiving notices and exchanging information with the
26 evaluator. In order to facilitate expedient communication for the purposes of this evaluation, the
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1 parties and their attorneys specifically authorize the evaluator and evaluator's staff to use
2 electronic communication (e-mail, fax, efax). The parties and their attorneys acknowledge the
3 possibility that electronic mail may unintentionally or inadvertently be misdirected or fail to be
4 delivered and neither the evaluator nor his/her staff shall be liable for any misdirected e-
5 communication.

6 26. Counsel shall provide information about the judicial officer, the court for the case,
7 and the hearing date for which the report is expected. It is counsel's responsibility to
8 communicate with the evaluator to determine if it is possible for the evaluator to complete the
9 report in time for the scheduled hearing date. It is counsel's responsibility to notify the evaluator
10 of any changes in the originally scheduled hearing date. The evaluator will notify counsel if the
11 report cannot be completed by the hearing date and provide information about when the report
12 can be completed.

13 27. Cancellation of the initial evaluation sessions by the parties must be by the parties' or
14 attorneys' joint written agreement and reach Dr. Greenberg, fifteen (15) court days prior to the
15 first scheduled appointment date to avoid additional fee charges. Subsequent evaluation
16 appointments not kept or canceled less than seven (7) court days in advance shall be charged at
17 the session rate. The fixed administrative fee of \$750.00 plus any fees incurred shall be charged
18 against any canceled evaluation. The parties are responsible for scheduling and verifying any
19 cancellations of appointments.

20 28. Either Dr. Greenberg or the parties may request that there be an oral presentation of
21 results (i.e., feedback session) with the parties in place of, or in addition to, a comprehensive
22 report. Dr. Greenberg will determine if such a session is appropriate. If all parties and evaluator
23 agree to a feedback session in place of a comprehensive report, the evaluator will provide a
24 limited report to the Court and counsel after the conclusion of the feedback session. The limited
25 report will include detailed recommendations and a brief discussion of the results pertaining to
26 those recommendations. During the feedback session, Dr. Greenberg will present to the parties

1 and counsel the information that would be included in a comprehensive report. All fees for the
2 evaluation, including preparation for the reporting of results and feedback session, must be
3 received by cashiers check at Dr. Greenberg's office seven (7) working days prior to the
4 scheduled feedback session or the session will be canceled and the limited report not released to
5 the parties. Any statements made by the parties during the feedback session are not confidential,
6 and may be considered as part of the evaluation.

7 29. After a feedback session and limited report are provided, either party may request a
8 comprehensive written report including the details presented in the feedback session. Unless
9 there are monies still on deposit, the comprehensive report will not be prepared until a further
10 deposit is received for the estimated time needed to produce a comprehensive report.

11 30. Upon completion of all services rendered under this stipulation, Dr. Greenberg will
12 refund the sum of money, if any, by which advances received exceed fees earned.

13 31. Information contained in the evaluation file may be released only by subpoena or
14 Court order. Any subpoena must be mailed or delivered to Dr. Greenberg with at least 15 court
15 days' notice. Some material (i.e. test booklets) may not be released due to ethical standards or
16 copyright laws. Unless otherwise ordered by the Court, psychological testing data will be
17 released only to another psychologist.

18 32. Upon completion of any requested written report, and receipt of payment in
19 accordance with this Order, Dr. Greenberg will provide said report to the Court, with copies to
20 both counsel and/or parent in Pro Per. In rare circumstances, if Dr. Greenberg determines that
21 release of the report will pose a substantial risk to the children or parents, Dr. Greenberg may
22 send all copies of the report to the Court. Dr. Greenberg and her consultants/assistants, may be
23 called upon to testify only as expert witnesses, at their usual and customary fee, not as percipient
24 witnesses. Dr. Greenberg and her consultants/assistants may be called to testify in deposition or
25 at trial in the above-captioned case or any other matter if and only if at least one party (or a party
26 claiming under or through one of the parties) so requests and also makes advance payment at
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1 least fifteen (15) court days in advance of the deposition or trial date. The fee for deposition or
2 court testimony is \$2500.00 per day. Expert testimony fees are charged for a full day of the
3 evaluator's time unless the evaluator specifically agrees to appear for a half day at the rate of
4 \$1500.00 for four (4) hours. Any appearance time beyond the first day will be billed at the same
5 rate, and must be paid by the same party, in the form of a cashiers check or money order, prior to
6 each day's appearance. In the absence of such advance payment, Dr. Greenberg may not be called
7 to testify in deposition or at trial in the above-captioned case or any other matter by either the
8 Court or any third party. All payments for testimony must be provided by cashiers check or
9 money order.

10 33. If Dr. Greenberg's appearance at trial or deposition is canceled three working days in
11 advance, the entire deposit shall be refunded. If her appearance is canceled more than 24 hours
12 in advance, half the deposit shall be refunded. There is no refund for cancellations received on
13 the day of the scheduled appearance.

14 34. The attorney who subpoenaed Dr. Greenberg for deposition will furnish a transcript to
15 Dr. Greenberg. Dr. Greenberg will be allowed at least one week to review her deposition, not
16 including any dates that Dr. Greenberg has previously noticed as unavailable. The fee for review
17 is \$3.00 per page and shall be paid by cashiers check or money order, at the time the deposition is
18 submitted for review.

19 35. The Court retains jurisdiction to reallocate the fees or costs under this Order, between
20 the parties, pursuant to motion or as part of an award of attorneys' fees and costs or otherwise.
21 Dr. Greenberg, however, must apply the distribution of fees as specified in this order, unless she
22 receives a signed Stipulation and Order directing a modification of the division of fees between
23 the parties. To reduce stress on the children, Dr. Greenberg encourages all parties to separate
24 financial disputes from the completion of the evaluation, and to reach whatever temporary
25 agreements may be necessary to allow the evaluation to be completed.

26 36. For purposes of protecting the parties' child(ren), counsel may show and/or review
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1 the contents of the report with the parties but may not provide the parties with a photocopy or the
2 original report for purposes of photocopying or otherwise retaining in their possession.

3 37. Dr. Greenberg's written recommendations and/or report may be received into
4 evidence subject to the parties' right to engage in direct and cross-examination of Dr. Greenberg
5 as per the above provisions. The parties waive any evidentiary or other legal objections to the
6 receipt of said written recommendations and/or report in evidence. Upon receipt by the Court,
7 such recommendations and/or report shall be marked as the Court's exhibit for identification and
8 ordered sealed, to be inspected by no one except the Court, the parties, and counsel of record.

9 38. This Order shall be effective as of the date it was signed by all parties and counsel
10 and approved by the court. Any subsequent orders concerning the evaluation must be provided
11 to Dr. Greenberg in writing with the judicial officer's signature.

12 39. It is acknowledged by the parties, separate and apart from the terms of the Order, that
13 in performing the evaluation, Dr. Greenberg will be engaged in a quasi-judicial, including but not
14 limited to a referee and/or arbitral function, and shall be entitled to absolute common law and
15 statutory immunity and may not be subject to suit or liability of any nature for any act or
16 omission arising from or related to the evaluation. The parties and counsel agree to hold Dr.
17 Greenberg and her consultants/assistants harmless from any claims, demands, causes of action,
18 damages or loss of any kind whatsoever resulting from the procedures, testing, conclusions,
19 recommendations, reports or testimony in connection with the evaluation. If any suit is brought
20 contrary to this provision, the party bringing suit shall pay Dr. Greenberg's legal fees at the rate
21 normally charged by her attorney. Such immunity also extends to other professionals with whom
22 Dr. Greenberg may consult or engage to assist with specific portions of the case.

23 40. A facsimile or photocopy of this stipulation/order shall be considered as valid as the
24 original. This order/stipulation may be signed in counterpart.

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26 DATED: _____
27 _____
28 Attorney for Petitioner

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DATED: _____ Attorney for Respondent

DATED: _____ Attorney for Minor

WE AGREE TO THE ABOVE.

DATED: _____ Petitioner

DATED: _____ Respondent

ORDER

IT IS SO ORDERED.

DATED: _____ JUDGE OF THE SUPERIOR COURT