| PRINT in INK Enter the name of the county in which you are filing this case. | STATE OF W | /ISCONSIN, CIRCL | IIT COURT, | COUNTY | For Official Use |
|--|-------------------------------|--|------------|--------|--|
| Enter the name of the petitioner. If joint petitioners, enter the name of the wife. | In RE: The m Petitioner/Jo | arriage of int Petitioner-Wife | Y: | | |
| | First name | Middle name | Last name | | Stipulation for |
| Enter the name of the respondent. If joint petitioners, enter the name | Respondent | /Joint Petitioner-H | usband: | | Temporary Order With Minor Children |
| of the husband. Check divorce or legal separation. | First name | Middle name | Last name | | Divorce-40101 Legal Separation-40201 |
| NOTE: Enter the case number, if known. If not leave blank. | | | | | Case No |

SUMMARY OF PERSONAL INFORMATION

| In 1, enter the requested information about the wife. Include area codes with the requested phone numbers. Dates of birth should be written in the following format: | 1. Wife: Name Address Address City Date of birth Gross monthly income \$ | State | Zip | |
|---|--|-------|-----|--|
| [month, day, year]. | Employer name | | | |
| | Address of payroll office | | | |
| | City | | Zip | |
| | Phone | | | |
| : | 2. Husband: | | | |
| In 2, enter the requested information about the husband. | | | | |
| Include area codes with | | State | Zip | |
| the requested phone numbers. Dates of birth should be written in the following format: [month, day, year]. | Date of birth Gross monthly income \$ | | | |
| | Employer name Address of payroll office | | | |
| | City | State | Zip | |
| | Phone | Fax | | |

20

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action except as modified by a future order of the court.

For A1, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

For A2, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

Enter the name, date of birth [month, day, year] for each child under the age of 18.

NOTE: Child Support generally includes costs for food, shelter, clothing, transportation, personal care and incidental recreational costs.

In C, check a, b, c, or d. You may check both b and d if both apply; otherwise, check only one box.

If b, enter who will provide insurance, the out of pocket cost for such insurance, and the amount the other party will contribute.

If c, indicate who will enroll the child in public health insurance and any out of pocket costs.

1. SUMMARY OF FINANCIAL AGREEMENTS

- A. Maintenance. (Spousal Support)
 - The parties agree that temporary maintenance shall be paid as follows:
 - 1. For the Wife:
 - a. The wife gives up her right to receive maintenance at this time.

2. For the Husband:

- a. The husband gives up his right to receive maintenance at this time.
- b. The wife shall pay maintenance to the husband in the amount of \$_

per month beginning on the first day of the month of

B. **Minor Children.** The following minor children (age 17 or younger) born to or adopted together by the parties before or during the marriage are:

| Name of Minor Child | Date of Birth |
|---------------------|---------------|
| | |
| | |
| | |
| | |
| | |

C. Medical and Health Care Expenses.

- 1. **Medical Insurance and Payments**. Parents are required to provide private health insurance for their minor child(ren) if service providers are located within 30 miles or 30 minutes from the child's residence and if the cost is reasonable. Reasonable cost is defined as the difference between single and family coverage where the added cost does not exceed 5% of the insuring parent's monthly income available for child support. The insuring parent may receive a contribution toward the cost of the insurance from the other parent, either as a credit against the child support obligation or an increase in the non-insuring parent's gross monthly income. The parties agree that such medical insurance coverage for the minor child(ren) including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is currently offered shall be provided and paid by
 - a. both parties. They shall provide private health insurance and neither parent is required to make a cash contribution to the other.
 - b. ______. He/She shall provide private health insurance. The out of pocket cost (difference between single and family coverage) to cover the child(ren) under such insurance is \$. The other parent shall contribute \$

toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in D. Child Support Basis below.

- c. A comprehensive private health insurance policy is not available to either parent at a reasonable cost. The mother father has enrolled in shall promptly apply for Public Health Insurance.
 - 1. There is no out of pocket expense for the above Public Health Insurance.
 - 2. Out of pocket cost for such insurance is \$_____. The other parent shall contribute \$______ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in <u>D.Child Support Basis</u> below. If an accessible private health insurance policy becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under his/her health insurance.

FA-4126V, 02/10 Stipulation for Temporary Order-With Minor Children \$\$767.225 and, 767.34, Wisconsin Statutes This form shall not be modified. It may be supplemented with additional material.

shared-placement formula. serial-family parent formula.

low-income payer formula.

high-income payer formula.

\$

\$_

\$

d. The mother father does not have free health insurance available and has income below 150% of the federal poverty level and is therefore unable to make a cash contribution toward the cost of the child(ren)'s healthcare. The appropriate cash medical support obligation is \$0. If accessible private health insurance becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under his/her health insurance.

The insuring parent shall provide the other parent and the child support agency with copies of policy information and insurance cards. He/She shall inform the child support agency about any change in his/her employment and the availability of insurance.

- 2. Uninsured Health Care Expenses. Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows: a. The wife to pay _____% of the total amount.
 - b. The husband to pay % of the total amount.
- 3. Reimbursements. Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing. The other party shall pay their required percentage within days after receiving a written request.

D. Child Support Basis.

- 1. Calculation of child support. The child support percentage of income standards, the standard calculation, based on gross income that applies to this case is split-placement formula.
 - 17% for one child. \Box 25% for two children. 29% for three children. 31% for four children. 34% for five or more children.
- 2. Child Support Order and Basis for a Deviation.
 - a. Based on the above standard calculation, the parties understand that child support would be paid by in the amount of
 - per to b. The parties agree to deviate from that amount of child support. 1. A cash contribution from above in
 - C.1.b. or C.1.c.2. MEDICAL AND HEALTH CARE EXPENSES

increases decreases this child support amount by (If no deviation, enter "0" or "None")

2. A deviation is based on: (Explain the reasons for any other deviation here)

and this increases decreases this child support amount by (If no deviation, enter "0" or "None") \$

- c. The net amount of the child support payment shall begin 20 in the amount of
 - (If no child support is to be paid, enter "0" or "Held Open")
- E. Payments for Child Support and/or Maintenance shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF)
 - 1. directly from the payer to WI SCTF (only if self-employed).
 - 2. D by income assignment from the payer's employer as indicated on page 1.
 - 3. No child support or maintenance is to be paid at this time.

Enter the percentage that each parent will pay in a and b. The total must equal 100%.

Enter the number of days for the deadline.

In D, check the appropriate method of calculation for child support.

| In 2.a, enter payer's |
|--------------------------|
| name, recipient's |
| name, payment |
| frequency (weekly, bi- |
| weekly, monthly, bi- |
| monthly) and standard |
| child support amount |
| in a. In b1, enter the |
| medical deviation |
| from C.1.b or 0 or |
| none. In b2, enter the |
| other deviations or 0 |
| or none. In c, enter the |
| date the payment |
| begins and determine |
| the net child support |
| amount after adding or |
| subtracting the |
| deviations from the |
| amount in 2a. |
| amount m za. |

In E, check 1, 2, or 3.

If 1 or 2, contact your local Child Support Agency to establish a WISCTF account. Parties may not make payments directly to each other. (See WI Stat. §767.75)

| Stipulation for Tempor | rary Order- With Minor Children Page 4 of 9 Case No |
|---|---|
| | F. Information about how payments are made to WI SCTF. All payments for child support and/or maintenance ordered shall note the case number and the names of the parties on the face of the check should be made payable to WI SCTF, and sent to: Wisconsin Support Collections Trust Fund Box 74200 Milwaukee, WI 53274-0200 The WI SCTF will transmit the payments to the proper persons entitled to them. |
| | Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for child support and/or maintenance, the party paying is responsible for the full and correct amount. |
| in 2.A, check 1 or 2. | The party paying child support and/or maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF. |
| If 2, check a ,b, c or | 2. SUMMARY OF OTHER AGREEMENTS A. Residence. |
| If a, b, or d enter the date [month, day, year]. | The parties do not own or rent a residence together. The parties do own or rent a residence together and agree that the wife shall have temporary exclusive use of the residence and the husband shall leave the residence on or before the husband shall have temporary exclusive use of the residence and the |
| In 3, check a, b or c. If c, enter the date. | b. The husband shall have temporary exclusive use of the residence and the wife shall leave the residence on or before |
| In 4, check a or b. If a, attach agreed upon arrangements. | 3. Sale of Residence. a. The parties do not own a residence. b. The residence shall not be placed for sale at this time. c. The residence shall be placed for sale no later than |
| in B, check 1 or 2. if 2, complete the chart indicating who has and who will have possession while the case is | 4. Other Real Estate. One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment. a. Yes, see attached agreement. b. No |
| pending. Complete this section with as much detail | B. Personal Property Division. The parties agree that the wife shall be awarded the temporary exclusive use of the personal property in her possession and the husband shall be awarded the temporary exclusive use of the personal property in his possession 1. with no exceptions. |
| as possible. NOTE: There are two types of property. "Real | 2 except for the following property: List the property and check if the wife or husband will have temporary use of the property until the |
| estate" includes such | divorce/legal separation is final. Wife = W Husband = H |
| things as homes and land. "Personal | Household Items W H |
| property" includes all | |
| other things such as vehicles, clothing and | |
| other personal items, furniture, bank | |
| accounts, and retirement or | Automobiles W H |
| investment accounts. | Year, Make, Model |
| NOTE: If you have | |

NOTE: If you have already divided the property, you must still disclose how you divided it below.

FA-4126V, 02/10 Stipulation for Temporary Order-With Minor Children §§767.225 and, 767.34, Wisconsin Statutes This form shall not be modified. It may be supplemented with additional material.

Page 5 of 9

| Order- With Minor Children | Page 5 of 9 | Case No | | |
|---|---------------------------------------|---------------|--------|------|
| | Life Insurance | | | |
| | Name of Company & Policy # | | W | Н |
| | Name er cempany ar ency # | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Business Interests | | w | н |
| | Name of Business & Address | | •• | |
| | | | | |
| | | | | |
| Securities: Sto | cks, Bonds, Mutual Funds, Commod | litv Accounts | | |
| | Name of Company & # of shares | ······ | W | н |
| | Name er company a " er enaree | | | |
| | | | | ⊢⊢ |
| | | | | |
| | | | | |
| - / | Pension, Retirement Accounts, | | | |
| Deterred Com | pensation, 401K Plans, IRAs, Profit S | Sharing, etc. | W | н |
| | Name of Company & Type of Plan | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Cash an | d Deposit (Savings & Checking) Acc | ounts | | |
| e de la della d | Name of Bank or Financial Institution | | W | н |
| | | | | |
| | | | | |
| | | | | - |
| | Other Dave and Drevest | | | |
| | Other Personal Property | | W | Н |
| | Description of Asset | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Se | e atta | cher |
| Any exchange of prope | erty shall be made by (Date) | | | |
| | · · · · · · · · · · · · · · · · · · · | | | |

Enter the date and describe arrangements for property exchange.

In C.1, write the name, monthly payment, and check who will be responsible for payment for each debt owed individually and jointly.

NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets. Any exchange of property shall be made by (Date) ______ according to the following arrangements: ______

C. Debts and Liabilities.

1. Each of the parties shall be responsible for the following debts and liabilities to keep payments current:

| Payment for | Payment to (Creditor) | Monthly Payment | Paid by Wife | Paid by Husband | Shared Equally |
|---------------------|--------------------------|--------------------|-----------------|--------------------|-------------------|
| Mortgage/Rent | | \$ | | | |
| Mortgage/Rent | | \$ | | | |
| Car 1 | | \$ | | | |
| Car 2 | | \$ | | | |
| Car 3 | | \$ | | | |
| Insurance (Auto) | | \$ | | | |
| Insurance (Medical) | | \$ | | | |
| Insurance (Life) | | \$ | | | |
| Loans-Student | | \$ | | | |
| Loans-Personal | | \$ | | | |
| Loans-Other | | \$ | | | |
| Credit Card 1 | | \$ | | | |
| Credit Card 2 | | \$ | | | |

FA-4126V, 02/10 Stipulation for Temporary Order-With Minor Children §§767.225 and, 767.34, Wisconsin Statutes This form shall not be modified. It may be supplemented with additional material.

Page 6 of 9

Case No.

| | i age e ei e | 0000110 | |
|---------------|--------------|---------|----------|
| Credit Card 3 | | \$ | |
| Credit Card 4 | | \$ | |
| Other | | \$ | |
| | | | attached |

See attached

2. The parties agree and understand:

- Unless otherwise agreed upon in the order, each party shall pay his or her own future monthly household expenses.
- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this agreement and each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

D. MINOR CHILDREN

1. Temporary Legal Custody of the minor children shall be:

| Name of Minor Child | Birth Date | Joint Legal Custody | Sole Legal Custody to Mother | Sole Legal Custody to Father |
|---------------------|------------|---------------------------|------------------------------------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Also see attached parenting plan or other separate description.

2. The parents agree that this legal custody arrangement is in the best interests of the minor children at this time.

E. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be:

| | | Primary | Primary |
|---------------------|--------|----------|----------|
| Name of Minor Child | Shared | w/Mother | w/Father |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

the right and responsibility to make major decisions about a child. Enter minor child's name, date of birth and custody arrangement. **NOTE:** To include more detail, check the box and attach a parenting plan or other separate description.

NOTE: Legal custody is

NOTE: Physical Placement means where the child lives or spends their time.

Shared placement occurs when a child spends at least 25% or 92 days per year with each parent. Otherwise one parent is considered to have primary placement.

Enter the names of the children. Check shared, primary mother or primary father for each child. Page 7 of 9

Check 1 or 2. If 1, attach parenting plan and/or a schedule. If 2, describe how placement will be shared.

and the placement schedule shall be

- 1. as listed in the attached parenting plan and/or schedule.
- 2. 🗌 as follows:

See attached

F. Incorporation of Agreement into Temporary Order

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

G. The parties agree:

- This court has jurisdiction over the marriage and the parties individually.
- Both parties freely and voluntarily, without any force or coercion, enter into and sign this agreement.
- Both parties have fully disclosed all information about income, expenses, assets and debts to each other.
- This agreement is based on compromise between the parties, but as a whole, is fair and reasonable.
- A court may enforce the terms of this agreement through the powers of contempt of court.

Both parties acknowledge that this agreement may be amended by further order of the court.

| The wife must sign and print her name. | | |
|---|--|----------------------|
| Enter the date on which | | Wife |
| she signed her name. | | Print or Type Name |
| NOTE: This signature | | |
| does not need to be notarized. | | Date |
| | | |
| The husband must sign and print his name. | | |
| Enter the date on which he | | Husband |
| signed his name. | | Print or Type Name |
| NOTE: This signature does not need to be notarized. | | Date |
| | State of Wisconsin, Child Support A | Agency |
| If either party is receiving public assistance or there is a case worker from the Child Support Agency assigned to your case, you | Approved Not Approved Not Required | |
| must take this agreement to the Child Support Agency | | Authorized Signature |
| in your county for their approval. | | Print or Type Name |
| If not, mark not required. | | Title |
| | | Date |

TEMPORARY ORDER

- 1. The agreement of the parties as set out in this stipulation is adopted by the court.
- 2. The parties are ordered to comply with this agreement while this divorce/legal separation action is pending unless this order is changed by a later court order.
- 3. The court further orders:
 - A. **Income Tax Returns.** The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.
 - B. **Modification and Waiver.** A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.
 - C. **Restraining Order.** Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property, from removing minor children from Wisconsin or more than 150 miles from the other parent within Wisconsin, except pursuant to §767.481, Wis. Stats., and from incurring debts or credit in the name of the other party.
 - D. **Change of Employer/Address.** Both parties shall notify the Clerk of Courts and the county Child Support Agency within 10 days of any change of address or change of employers. Notice shall also be sent at the same time to the other spouse unless contact is prohibited by court order.
 - E. Failure to abide by these temporary orders is punishable as contempt of court pursuant to ch. 785, Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.
 - F. Both parties are prohibited from interfering with the parental rights of the other parent.
 - G. Both parties are prohibited from encumbering, concealing, damaging, destroying, transferring, selling, giving away, or removing from this state any of his, her or their property without permission of the court, or written consent of both parties, except in the usual course of business, or in order to secure necessities.
 - H. Neither party can disconnect any utility services or cause any other essential services of the residence of the other party to be discontinued without written consent of the parties or further order of the court.
 - I. Each party is responsible for his or her own future uninsured medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses.
 - J. Both parties shall maintain all current beneficiaries on all life, medical, hospital, automobile, household, or other insurance and in any current wills while this action is pending.
 - K. Pursuant to §767.75(a), Wis. Stats., this temporary order for child support and/or maintenance constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108, Wis. Stats., and other money due or to be due in the future to the Wisconsin Support Collections Trust Fund as will be sufficient to meet the child support and/or maintenance ordered here.
 - L. Pursuant to §767.75(2r), Wis. Stats., if child support and/or maintenance is to be paid, the assignment of paragraph "K" above is effective immediately, and the employer of the party paying shall be notified of the assignment of income immediately.

- M. Pursuant to §767.41(7), Wis. Stats., unless otherwise ordered by the court or denied by statute, both parents shall have equal access to the minor children's medical, dental and school records.
- N. Both parties are notified that
 - Payment of child support must be made as ordered and is not fulfilled by the giving of gifts, clothing, etc.
 - Payment of child support must be made as it comes due; failure to get or the denial of rights to visitation are not an excuse for non-payment.
 - The payment of child support takes priority over other payments of debts and obligations.
 - A party who accepts additional obligations of child support does so with the full knowledge of his/her prior obligations of this proceeding, and will be given no consideration for those additional obligations when accused of contempt of court for failure to make the payment as ordered.
 - Child support is based on annual income and it is the responsibility of a person with seasonal employment to budget his/her income so that payments are made regularly throughout the year as ordered.
- O. If final legal custody and/or physical placement is contested, each party must complete and file with the court a proposed parenting plan at least 10 days prior to pretrial. A copy of the completed plan must be provided to the spouse and the spouse's attorney (if applicable). Any parent who does not file such a plan may lose the right to object to the other parent's plan.
- 4. Failure to comply with the terms of this order may result in punishment for contempt of court under ch. 785, Wis. Stats.

| | BY THE COURT: |
|--|--|
| For Court Use Only. | Circuit Court Judge Circuit Court Commissioner |
| | Print or Type Name |
| | Date |
| If a Guardian ad Litem has been appointed to your case, you must take this agreement to the | Guardian ad Litem Approved Not Approved Not Required (no GAL has been appointed) |
| GAL for his/her approval. | Authorized Signature |
| If not, mark not required. | Print or Type Name |
| | Title |

Date