***JoAnne S. Feigin, LCSW # 9004***

*Phone and fax: (310) 376-2047 Email:* *JFeigin@JoAnneFeigin.com*

**Mail:****Office:**

*P.O. Box 1765 2512 Artesia Blvd, Suite 305C*

*Manhattan Beach, CA 90267-1765 Redondo Beach, CA 90278*

Dear Parent:

To assist your family in arriving at a parenting plan that meets your child(ren)’s needs, I want to get to know your family as thoroughly as possible in the limited time we have available. Two packets are attached to this letter. The first contains the Parenting Plan Evaluation Questionnaire, Release(s) of Information, Stipulation and a Significant Other’s Consent. **Please fill out these forms completely, with all addresses, zip codes, phone numbers, fax numbers, and including witness signatures where requested**. Typed responses are preferred, but not required. Your responses may be used to request information. Also enclosed is a second questionnaire titled Detailed Child Custody Questionnaire. **Please send the Parenting Plan Evaluation** **Questionnaire, signed Release(s) of Information, signed Stipulation and any Significant Other’s signed consent with your deposit to my P.O. Box as soon as possible**. The documents may also be emailed, provided they have your signatures, with a witness signature for the Release of Information. Copies of any documents provided to me should also be provided to the other parent. The deposit may also be sent via Zelle to jfeigin@joannefeigin.com. If you have an attorney, they should download a copy of the Stipulation from my website and return it to me with their signature. You may wish to discuss these forms with your attorney. You can either mail or email the Detailed Parenting Plan Evaluation Questionnaire or bring it with you to the first office interview.

A $3,000 deposit is required. Usually, the court has decided if and how the cost of the evaluation is to be shared. Please include that portion of the deposit, if any, which is your responsibility. The deposit will be applied to the final month’s cost of preparing the report. I bill for time spent interviewing, gathering information, etc. Payment is due within 10 days of receipt of the billing. Delinquent payments may cause delays in completing the report.

As soon as I receive the completed Parenting Plan Child Custody Evaluation Questionnaire, signed Release(s) of Information and signed Stipulation from both parents, as well as the deposit, I will email or call you to set up appointments for interviews. Your prompt return of the required materials will assist in expediting matters. Significant delays in returning materials may result in a continuance of your court date.

Each family is unique, and my procedures may vary to respond to your family’s needs.  Generally, I set up joint interviews with the parents to give you an opportunity to provide information about your perspectives. This may be done remotely via Zoom. This will give you each a chance to hear and respond to the other parent’s concerns.  If there are security issues or restraining orders, please let me know in advance. I may ask both parents, and any significant other adults, to complete additional questionnaires/psychological testing designed to provide information about how you respond to situations in life.  Next, there will be home visit appointments at each parent’s home.  At the home visits, all children, household members, and significant others must be present.  At the home visits, I will interview the child(ren) and household members individually, and perhaps in interaction.  If there is written information you wish me to review, please send copies to me via email and provide copies to the other parent.  Any additional written information must be received at least three weeks before your court date. If there are individuals you wish me to contact for information, please provide a list of their names, phone numbers and the nature of the information they might have.  In general, I do not contact friends or relatives who do not live with you as character references.  In some situations, I may contact impartial individuals who are knowledgeable about your children or yourselves. Office interviews, testing and home visits may be conducted in person or remotely, at my discretion. I will be preparing a written report, summarizing any information I have gathered, and providing my assessment and recommendations.  A copy of this report will be sent to the Court, counsel for the parties and parties in pro per at least ten business days before your hearing date and can be considered by the Court.  I am available to testify in court, if requested to appear by either parent and the applicable fees are paid. At any point in this process, you can pursue mediation, and Family Court Services is available to help you resolve issues. I look forward to meeting you.

Yours truly,

JoAnne S. Feigin, L.C.S.W.

***JoAnne S. Feigin, LCSW # 9004***

*Phone and fax: (310) 376-2047 Email:* *JFeigin@JoAnneFeigin.com*

**Mail:****Office:**

*P.O. Box 1765 2512 Artesia Blvd, Suite 305C*

*Manhattan Beach, CA 90267-1765 Redondo Beach, CA 90278*

**PARENTING PLAN CHILD CUSTODY EVALUATION QUESTIONNAIRE**

# Please return the following to my PO Box mailing address above (or scan and email to me) as soon as possible: this questionnaire, the release(s) of information, the stipulation, any significant other’s consent and the deposit.

Current Name:       Maiden Name:

Age:       Date of Birth:        Place of Birth:

Current Address:

How long at this address:       ­Email address:

Phone Numbers: Home:       Work:       Cell:

Court Case Number and Name:      ­­­­­­

Name, Address & Phone Number of your Attorney, if any:

Email Address of your Attorney, if any:

**EMPLOYMENT**

Present Employer:

Position:

Employer’s Address:

Dates Employed:       Gross Salary:

Work Schedule:

If your work involves travel, please describe:

Please list your last three prior employers’ names, positions held and addresses, and your dates of employment:

Education:       Religion:

**CHILD(REN)**

List the child/children involved in this case:

Name Birthdate Living with

# Child(ren)’s Current School(s)/Pre-School/Day Care

Child’s Name

 School Name Teacher’s Name Teacher’s Email

 School Address School Phone # School Fax #

Child’s Name

 School Name Teacher’s Name Teacher’s Email

 School Address School Phone # School Fax #

Child’s Name

 School Name Teacher’s Name Teacher’s Email

 School Address School Phone # School Fax #

List all of your other children who are not involved in this case, such as all stepchildren or minors’ half siblings:

Child’s Name

 Birthdate Living with School Name Teacher’s Name & Email

 School Address School Phone # School Fax #

Child’s Name

 Birthdate Living with School Name Teacher’s Name & Email

 School Address School Phone # School Fax #

Child’s Name

 Birthdate Living with School Name Teacher’s Name & Email

 School Address School Phone # School Fax #

Child(ren)’s pediatricians/medical doctors: If Kaiser, please include medical record numbers

Name Address Phone # Fax # or Email Dates of Treatment Medical Record #

Does your child(ren) have particular health problems? Yes       No       If so, please explain.

Child(ren)’s therapists, if any:

Name Address Phone # Fax # or Email Dates of Treatment

When in your care, what are the childcare arrangements?

Name, address and phone number of childcare providers:

Describe the custody arrangements since the separation (give dates, if possible):

Describe the current Court Order/Custody Plan:

Have any restraining orders been issued in this matter? If so, please describe, including the date(s).

**PLEASE PROVIDE COPIES OF ALL CHILD CUSTODY OR RESTRAINING COURT ORDERS, INCLUDING THE CURRENT AND PRIOR ONES**

Does either parent have any guns? If so, please indicate where they are kept.

Mother/Father

**MARITAL/RELATIONSHIP HISTORY**

List your marriages/long term relationships (indicate which):

**Name of Spouse/Partner Date of Marriage/Relationship Date of Separation # of Children**

**MEDICAL**

Parents’ Primary Care Physicians

 Name of Doctor/Group Address Phone # Fax # or Email Dates of Treatment

Mother:

Father:

Parents’ therapist(s)/hospitalization, if any:

 Name of Therapist/Hospital Address Phone # Fax # or Email Dates of Treatment

Mother:

Father:

 Parents’ prescribed psychiatric or pain medications and approximate dates:

Mother:

Father:

**HAS CHILDREN’S PROTECTIVE SERVICES HAD CONTACT WITH YOUR FAMILY?**

Yes       No       If yes: Reason For Contact

Date(s) of Contact:       Case Worker’s Name:

Case Worker’s Phone #:       Case Worker’s Fax #:

Case Worker’s Email #:

Please provide copies of any documents you have received from Children’s Protective Services.

# CRIMINAL

Has either parent been arrested? Father: Yes       No       Mother: Yes       No

If yes, please give details

**Please have someone sign as a witness to the Releases of Information for yourself and significant others below**

**SIGNIFICANT OTHERS**

If you have remarried or are sharing or planning on sharing your home with another adult, please complete the following, and ask them to also sign a release of information, and the Significant Other’s Consent to Participate in the Parenting Plan Evaluation.

Name:       Age:       Date of Birth:

Address:       Email address:

Present Employer:       Position:

Dates of Employment:       Gross Salary:

Business Phone:       Cell Phone:

**RELEASE OF INFORMATION FOR SIGNIFICANT OTHER**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, specifically authorize any school, public agency, private person, employer, doctor, psychotherapist, hospital, pharmacy and psychiatric or chemical dependence treatment facility possessing information about me or my minor children, confidential or otherwise, to release same (including copies) to JoAnne Feigin, LCSW, PO Box 1765, Manhattan Beach, CA 90267-1765, jfeigin@joannefeigin.com for the purpose of conducting a parenting plan child custody evaluation. I am specifically authorizing the release of my, and my child(ren’s) complete health records, including but not limited to any records relating to mental healthcare, communicable diseases and treatment of alcohol or drug abuse. I also authorize the release of any sealed court exhibits to JoAnne Feigin. Individuals or entities releasing information to JoAnne Feigin shall not be held liable for the release of information for the parenting plan child custody evaluation. I understand that any information gathered through this release of information may be included in the parenting plan child custody evaluation report which will be released to the Court, the attorneys in this matter or the parties, if self-represented.

This release is valid from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for 180 days unless revoked. A copy of this release shall be as valid as the original.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Significant Other Witness Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

**RELEASE OF INFORMATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, specifically authorize any school, public agency, private person, employer, doctor, psychotherapist, hospital, pharmacy and psychiatric or chemical dependence treatment facility possessing information about me or my minor children, confidential or otherwise, to release same (including copies) to Joanne Feigin, LCSW, PO Box 1765, Manhattan Beach, CA 90267-1765, jfeigin@joannefeigin.com for the purpose of conducting a parenting plan child custody evaluation. I am specifically authorizing the release of my, and my child(ren’s) complete health records, including but not limited to any records relating to mental healthcare, communicable diseases and treatment of alcohol or drug abuse. I also authorize the release of any sealed court exhibits to JoAnne Feigin. Individuals or entities releasing information to JoAnne Feigin shall not be held liable for the release of information for the parenting plan child custody evaluation. I understand that any information gathered through this release of information may be included in the r parenting plan child custody evaluation report which will be released to the Court, the attorneys in this matter or the parties, if self-represented.

This release is valid from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for 180 days unless revoked. A copy of this release shall be as valid as the original.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Party Witness Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

***JoAnne S. Feigin, LCSW # 9004***

*Phone and fax: (310) 376-2047 Email:* *JFeigin@JoAnneFeigin.com*

**Mail:****Office:**

*P.O. Box 1765 2512 Artesia Blvd, Suite 305C*

*Manhattan Beach, CA 90267-1765 Redondo Beach, CA 90278*

**SIGNIFICANT OTHER’S CONSENT TO PARTICIPATE IN THE**

**PARENTING PLAN CHILD CUSTODY EVALUATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name) agree to participate in a Parenting Plan Child Custody Evaluation in the matter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (case name)

Such participation may include interviews with me, individually or in interaction with other family members, psychological testing, and drug/alcohol testing. Interviews and testing may be conducted in person or remotely, at the evaluator’s discretion. I understand that JoAnne Feigin may gather information about me or my minor children from collateral sources. These sources may include medical and mental health professionals, schools, substance abuse treatment facilities, pharmacies, public agencies, public records, or other individuals who may have information that could impact parenting or caretaking of children. I will sign an Authorization for Release of Information form in order for JoAnne Feigin to be able to access such information.

I acknowledge that there is no confidentiality. I understand that any information that is gathered about me, or my minor children, may be included in the Parenting Plan/Child Custody Evaluation 730 Report. This report will be released to the Superior Court, where it becomes a sealed exhibit. The report will also be released to the attorneys for the parties in this matter, or to any self-represented litigant.

I understand that JoAnne Feigin’s role in this matter is as a Parenting Plan Child Custody Evaluator and not as a psychotherapist, and that an evaluation is not psychotherapy. There is no psychotherapist-client privilege and the laws for protecting confidentiality in mental healthcare settings do not apply.

Information about the process of a parenting plan evaluation is available on JoAnne Feigin’s website: [www.JoAnneFeigin.com](http://www.JoAnneFeigin.com).

I agree to indemnify and hold JoAnne Feigin harmless from any work performed in connection with the parenting plan/child custody evaluation, including but not limited to testimony, reports and testing. JoAnne Feigin is not responsible for the outcome of the legal proceedings. JoAnne Feigin will be engaged in an arbitral function for the Judiciary and shall be entitled to all common law and statutory indemnity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Significant Other (print name) Signature Date

***JoAnne S. Feigin, LCSW # 9004***

*Phone and fax: (310) 376-2047 Email:* *JFeigin@JoAnneFeigin.com*

**Mail:****Office:**

*P.O. Box 1765 2512 Artesia Blvd, Suite 305C*

*Manhattan Beach, CA 90267-1765 Redondo Beach, CA 90278*

**STIPULATION FOR COMPREHENSIVE PARENTING PLAN/CHILD CUSTODY EVALUATION**

1) The parties hereby stipulate to the appointment of JoAnne Feigin as the Court’s E.C. 730 Expert to conduct a F.C. 3111 - 3118 psychosocial child custody/visitation evaluation. The purpose of the evaluation shall be for making non-binding findings and recommendations to the parties and the Court regarding a parenting plan, considering the health, safety, welfare and best interests of the child(ren) with regard to the disputed custody and visitation issues. Each party understands that JoAnne Feigin’s role is to assist the Court and not to serve as therapist or assist the interests of either party. It is understood that there is no confidentiality or patient privilege as there would be in psychotherapy.

2) The parties or their attorneys, if represented, shall provide information to JoAnne Feigin as to the scope of the evaluation and whether it is to be a Comprehensive or a Brief/Limited/Solution Focused Evaluation. The parties and their attorneys are responsible for providing JoAnne Feigin with copies of any court orders or stipulations specifying any limits or areas of focus for the evaluation.

The parties or their attorneys are responsible for informing JoAnne Feigin prior to the first evaluation session of any safety concerns. The parties or their attorneys shall make a full disclosure of all allegations of domestic violence and/or child abuse and provide all ancillary material relating to any incidents. JoAnne Feigin has sole discretion to determine whether to modify any procedures during the evaluation due to safety concerns.

3) The parties are ordered to cooperate with JoAnne Feigin on all matters relative to the evaluation including, but not limited to, the following: the parties agree that all family members will be made available for interviews individually or in any combination the evaluator deems appropriate. Additionally, the evaluator may contact any other persons who may be possible sources of useful information. All members of both parties’ households and significant others must be made available for interviews at the respective home visits. The evaluator may have joint or ex-parte communication with counsel at her discretion. Ex-parte communication with counsel shall be limited to non-substantive matters, such as discussing evaluation procedures or fees. Psychological testing may be administered which utilizes the response patterns of the test taker to compare them to response patterns of individuals with certain characteristics utilizing actuarial prediction to describe what behavior can be anticipated and to generate hypotheses about behavioral and emotional functioning, which may pertain to parenting. The parties will submit to any drug/alcohol and/or psychological testing deemed appropriate by the evaluator.

4) The parties agree to sign any and all releases of information necessary to obtain collateral reports about themselves or the child(ren). The releases will be provided directly to the clients and not their counsel. The clients have the right, and are encouraged, to consult with their counsel about signing the releases of information, which are available for review on [www.joannefeigin.com/forms](http://www.joannefeigin.com/forms) within the parent questionnaire packet. Each party hereby waives all statutory and nonstatutory privileges so as to permit the evaluator to have access to health, mental health, prescription, education, employment, police and other similar records. Each party hereby waives all statutory and nonstatutory privileges so as to permit the evaluator to confer with health and mental health care providers, pharmacies, educators, employers, police and other persons whom the evaluator believes may be necessary for the purpose of performing the evaluation, and for them to confer with the evaluator. JoAnne Feigin may disclose information about the parties or the minors for the purposes of collecting information for the evaluation.

Each party hereby waives the psychotherapist-patient privilege, the constitutional right to privacy and any other statutory or non-statutory privileges (to the extent otherwise applicable) so as to permit JoAnne Feigin to disclose any observations or communications obtained in the course of the evaluation or any other information, recommendations and reports prepared by JoAnne Feigin. This provision shall not constitute a waiver of the attorney-client privilege or work product doctrine belonging to the parties and/or their counsel.

Each party and their counsel acknowledges that JoAnne Feigin, as a licensed psychotherapist, is a mandated reporter and may release information to Children’s Protective Services or law enforcement where required to report suspected child abuse and neglect, elder abuse or threats to harm one’s self or another person or warn a potential victim of danger, or to cooperate with their investigation of such issues.

5) In order to be able to gather relevant information, the parties agree that any information that is revealed to the evaluator may or may not be explored with both parties and potential informants. Further, the information may or may not be included in the report, which will be sent to the Court, counsel, and parties in pro per. JoAnne Feigin shall not be responsible for ensuring that all information provided to her by the parties, or their attorneys, has also been provided to the other party, or attorney.

6) The parties or their attorneys, if represented, are responsible for providing JoAnne Feigin with their current contact information, including addresses, phone numbers, fax numbers and email addresses. For timely communication between JoAnne Feigin and the parties and their attorneys, it is agreed that electronic communication, including fax and email, may be utilized. The parties and their attorneys are aware that there may be inadvertent misdirected communication and agree that JoAnne Feigin shall not be held liable for any misdirected communication.

7) It is further stipulated that the report, including all attached documentation, be received into evidence without foundation, and without objection to hearsay, subject to cross-examination and the right of the parties to challenge the findings and conclusions of the evaluator and to examine her at an evidentiary proceeding. The parties and their attorneys, if represented, stipulate to waive any objection(s) pursuant to *People v. Sanchez* (2016) 63 Cal.4th 665.

8) The fee for conducting a Comprehensive Parenting Plan/Child Custody evaluation is $300 per hour. This not only includes time spent in interviewing and testing, but also in report preparation, dictation, pertinent telephone conversations, court preparation, travel time and any other time expended in association with the evaluation.

The fee for depositions or court appearances is $2,100 per half day, plus travel time, paid in advance by the party calling JoAnne Feigin to appear. This fee includes the time required to prepare and includes time “on call” or other reserved time. The fee for depositions or court appearances is nonrefundable. Payment, in the form of a cashier’s check, electronic transfer or money order, shall be made at least one week prior to any scheduled deposition or court appearance. Should the party/attorney who is requesting that JoAnne Feigin appear fail to make this payment, JoAnne Feigin will not be required to attend the deposition or court hearing. Should testimony continue into subsequent half-days, payment is to be made at the same rate prior to any further testimony and only by cashier’s check or electronic transfer.

The attorney or party requesting JoAnne Feigin’s appearance at the deposition is responsible for providing a copy of the transcript at no cost to JoAnne Feigin. It must be sent promptly after the transcript is prepared and may be sent electronically or in hard copy.

If JoAnne Feigin is asked to sign the transcript, she will charge $3.50 per page for such review, to be paid by the party who noticed her deposition.  Payment must be provided at the time of the request.

JoAnne Feigin has the right to review her deposition transcript(s) prior to testifying in court and will charge $3.50 per page for such review, to be paid by the party who noticed her deposition.  Payment must be received at least a week before JoAnne Feigin testifies and must be made by cashier’s check, money order or an electronic transfer.

The parties and counsel understand that JoAnne Feigin may only be called upon to testify as an expert witness and not as a percipient witness. The parties and their attorneys acknowledge that by engaging the services of JoAnne Feigin as the evaluator, the fees quoted are reasonable and appropriate fees for the services anticipated for this quasi-judicial function.

Prior to commencing the evaluation, a $3,000 deposit is required. The deposit and remaining fees for the evaluation are to be shared in the following manner: Petitioner: \_\_\_\_\_% and Respondent: \_\_\_\_\_%. For a Comprehensive Evaluation, the deposit shall be applied towards time/costs of report preparation, phone calls, secretarial services, etc. During the course of the evaluation, the parties shall be periodically billed for all accrued time. Payment is due within 10 days of receipt of the billing. The parties agree to pay for the report in full prior to its release and at least 21 days prior to the hearing date. Any payment made less than 21 days prior to the scheduled hearing date must be made by cashier’s check or electronic transfer. JoAnne Feigin must receive payment in full at least 10 business days prior to the release of the report. In the event an evaluation is cancelled, JoAnne Feigin will be entitled to payment for all work performed at the rate of $300 per hour.

The parties will be charged for any missed appointments or appointments canceled without 48 hours’ prior notice. The charge for missed or canceled appointments will be based on the amount of time set aside for the appointment.

JoAnne Feigin shall also be reimbursed for all expenses in connection with the evaluation and subsequent testimony. Such expenses shall include but are not limited to JoAnne Feigin’s costs for reasonable attorneys’ fees in connection with or arising from JoAnne Feigin’s involvement in this case.

It is specifically agreed that in the absence of payment in full, JoAnne Feigin shall be under no obligation to prepare or release a report or to participate in any further matters in connection with said evaluation. Furthermore, the parties will be deemed to have waived their right to call JoAnne Feigin as a witness or to compel her testimony by subpoena.

In the event that either party or their attorney requires a copy of JoAnne Feigin’s file, that party must pay for the costs associated with copying the file, plus $300 per hour for time spent preparing and sending the file. Any request/subpoena for a copy of the records must be accompanied by a retainer payment of $600. Prior to releasing the records, JoAnne Feigin will advise the requesting party of the balance or credit owing for the records. Payment for the balance owing shall be made to JoAnne Feigin by the requesting party prior to the release of said records. Records may be provided in either electronic or paper copy form, at JoAnne Feigin’s discretion.

The parties and their counsel may request from JoAnne Feigin her file on this matter and any related email correspondence. However, the parties and their counsel expressly acknowledge and agree that they will not seek any of Joanne Feigin’s records from any source, including but not limited to her phone records, to help protect the privacy of all of her clients. If any party or their counsel seeks records in violation of this provision, they expressly acknowledge and agree that they will be responsible for any attorneys’ fees JoAnne Feigin incurs in connection with the request.

In the event that JoAnne Feigin is ordered by the Court to produce or create any special record or material that does not already exist in whole or in part, then the requesting party shall advance JoAnne Feigin a retainer payment of $800 for each such request. The retainer payment must be received by JoAnne Feigin before she is required to begin preparation of such materials/records. After JoAnne Feigin has finished preparation of these materials/records, she will notify the requesting party of the balance or credit owing for the records. Payment of this balance owing shall be made to JoAnne Feigin by the requesting party prior to JoAnne Feigin’s release of said records. Preparation of these records/materials will be billed at the rate of $300 per hour.

9) The parties agree that they shall indemnify and hold the evaluator harmless from any work performed in connection with the child custody evaluation, including but not limited to testimony, reports, and testing. The evaluator is not responsible for the outcome of the legal proceedings. The evaluator will be engaged in an arbitral function for the Judiciary and shall be entitled to all common law and statutory indemnity. If any suit is brought contrary to this provision, the party bringing suit shall pay JoAnne Feigin’s attorneys’ fees at the rate normally charged by her attorney.

10) JoAnne Feigin has the right to have ex-parte communication with the Court if it is necessary to secure someone’s safety. If JoAnne Feigin has any safety concerns, she may release copies of the report to any parties and/or the Court at her discretion. If she withholds the report from a party, JoAnne Feigin shall provide the Court with copies of the report and a cover letter indicating her reasons for safety concerns and the Court shall determine how the report is released.

11) Office interviews, testing and home visits may be conducted in person or remotely, at the evaluator’s discretion. The parties are to cooperate with JoAnne Feigin to facilitate such interviews, testing and home visits.

12) JoAnne Feigin may discuss this case with other professionals, without revealing names or other identifying information, for educational or consultation purposes.

13) JoAnne Feigin has the right to withdraw from this matter for good cause at any time prior to releasing a report. Good cause may include, but is not limited to, illness or becoming aware of a conflict of interest. The parties, their counsel and JoAnne Feigin agree to promptly disclose any conflict of interest. After withdrawing from the case, JoAnne Feigin may no longer be compelled to testify at deposition or hearings in this case, or any related matter. The Court may determine if any materials in JoAnne Feigin’s file may be released to a subsequent evaluator, the parties, counsel or the Court. JoAnne Feigin shall be entitled to payment for all work performed up until she could have needed to withdraw. After withdrawing from this matter, JoAnne Feigin shall retain all court ordered and statutory quasi-judicial immunity. Any attorney intending to substitute into the case shall be bound by this stipulation and Custody evaluation stipulation and order. They shall promptly disclose any conflict of interest with this evaluator to that attorney’s prospective client and, upon substituting into the case, to opposing counsel and to the court.

14) The report will be provided to counsel, parties in pro per and the Court. It is stipulated that the report may be sealed and shall not be inspected by anyone other than counsel of record, the parties and any subsequent 730 child custody evaluator and no additional copies shall be made and/or distributed without prior order of the Court. Counsel may discuss and/or review the contents of the report with the parties but may not give the parties the original report or a copy of it. The parties and counsel are prohibited from telling the minor child(ren) what is contained in the report and from discussing the report in their presence. This provision is designed to limit exposing the minor(s) to the contents of the report.

15) Each party acknowledges that he/she has read, understands, and has had an opportunity to confer with his/her attorney about this stipulation and every provision herein.

16) This order/stipulation may be signed in counterpart and may be signed via fax signature, which shall be as valid as the original.

17) If any portion of this stipulation is held by a court of competent jurisdiction to be invalid and of no force and effect, all remaining provisions of this stipulation shall otherwise remain in full force and effect.

WE AGREE TO THE ABOVE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner (print name) Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner’s counsel (print name) Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent (print name) Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent’s counsel (print name) Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor(s)’ counsel (print name) Signature Date

Case Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ORDER**

IT IS SO ORDERED.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***JoAnne S. Feigin, LCSW # 9004***

*Phone and fax: (310) 376-2047 Email:* *JFeigin@JoAnneFeigin.com*

**Mail:****Office:**

*P.O. Box 1765 2512 Artesia Blvd, Suite 305C*

*Manhattan Beach, CA 90267-1765 Redondo Beach, CA 90278*

**DETAILED PARENTING PLAN CHILD CUSTODY QUESTIONNAIRE**

**Please mail this form to the mailing address above (or email to me) when completed. This Detailed Questionnaire may be sent separately and later than the other materials. I need to receive the other materials as soon as possible.**

Your Name:

Describe the custody plan you think is best:

Explain why:

Describe your child(ren)’s other parent as a parent:

In what ways do you think you could improve as a parent?

In what ways would you like the other parent to improve their parenting?

Describe school history for each child (grade level, performance, social adjustments, etc.):

In what recreational/entertainment activities have you involved your child(ren):

Describe what you have you taught your child(ren) during the last year:

How does your child(ren) show the following:

a. Sadness:

b. Anger:

c. Happiness:

d. Fear:

Describe how you show love to your child(ren):

Describe how you play with your child(ren):

Describe a “good” child:

How can you tell when your child(ren) is sick:

What do you like about your child(ren):

What would you change about your child(ren):

How do you discipline your child(ren):

How did your parents discipline you:

How would you like your child(ren) to think of you: