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

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**STIPULATION FOR BRIEF 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 shall provide information to JoAnne Feigin as to the scope of the evaluation and they are responsible for providing JoAnne Feigin copies of any court orders or stipulations specifying any limits or areas of focus for the brief 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 office or remote 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. At the evaluator’s discretion, she may have joint or ex-parte communication with counsel. Ex- Parte communication 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, education, pharmacy, 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, 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 acknowledge 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 brief summary report, which may 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 evaluator may prepare a very brief written summary of the evaluation process, as well as her assessment and recommendations that can be released to the Court, counsel, and parties in pro per on or shortly before the date of the hearing. It is further stipulated that the brief summary report 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. It is further stipulated that the evaluator will testify as an expert witness and not as a percipient witness.

7) 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.

8) The fee for conducting a Brief Solution Focused Child Custody Evaluation is a flat rate of $6,000 paid in advance. This includes time spent for one half day of interviewing the family members individually and in combination at JoAnne Feigin’s office, pertinent telephone conversations, review of limited essential documents and pleadings, limited psychological testing, if indicated, and one-half day court appearance.

Prior to commencing the evaluation, a $6,000 deposit is required. The deposit and remaining fees are to be shared in the following manner: Petitioner: \_\_\_\_\_\_\_\_\_\_% Respondent: \_\_\_\_\_\_\_\_\_\_%. Any payment made less than 14 days prior to the Court date or release of a written report must be made by cashier’s check or electronic transfer.

If the parties request additional services after the brief evaluation has been completed, i.e., after the services described above have been rendered, additional time will be charged at JoAnne Feigin’s regular rate of $300 per hour. The fee for any additional court appearances or depositions after the first half day court appearance described above is $2,100 per half day, plus travel time, paid in advance by cashier’s check or electronic transfer. Unless otherwise ordered by the Court or stipulated to by the parties, the cost of any additional court appearances, after the included first half day, is to be divided between the parties according to the same proportions as the evaluation. This fee reflects the preparation time and includes time “on call” or other reserved time. The fee for court appearances or depositions is nonrefundable. Payment, in the form of a cashier’s check, or electronic transfer shall be made at least one week prior to any additional scheduled court or deposition appearance. Should the party/attorney who issues the subpoena fail to make this payment, JoAnne Feigin will not be required to attend the deposition/court hearing.

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 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.

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 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 advance payment 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 only if it is necessary to secure someone’s safety. If JoAnne Feigin has any safety concerns, she may release copies of the summary report to any parties and/or the Court at her discretion. If she withholds the report from any 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 summary report is released.

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

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

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

16) 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.

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Petitioner (print name) Signature Date

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Petitioner’s counsel (print name) Signature Date

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Respondent (print name) Signature Date

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Respondent’s counsel (print name) Signature Date

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

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

**ORDER**

IT IS SO ORDERED.

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