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XXXXXXXXXXXXXXXXXX, Esq. (SBN #123456)
Law Offices of XXXXXXXXXXXXXXXXXXXX
XXXX XXXXX Street, Suite xxx
XXXXX, CA XXXXX
(xxx) xxx-xxxx
Attorney for xxx xxxxx

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF XXXXX

In Re the Marriage of
XXX XXXXX
Petitioner

And

XXXXXX XXXXX
Respondent

No. 11DXXXXXX

STIPULATION AND ORDER RE:
THE APPOINTMENT OF
CASE MANAGER
LESLIE M. DROZD, PH.D.

Petitioner XXXX XXXXX, also referred to as "mother" herein, and Respondent XXXXX XXXXX, referred to as "father" herein, together with their attorneys of record, respectively, enter into the following stipulation designed and request that the court make said stipulation an order of the Court.

THE PARTIES having stipulated and the court ordered that Dr. Leslie Drozd be appointed as "Case Manager" in this case pursuant to the guidelines contained herein. The parties' minor children are XXXXX XXXXX, date of birth May 2, 2003 and XXX XXXXX, date of birth December 16, 2005.

In re: the Marriage of Xxxxx
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1 advance of the expiration date of services whether or not they wish to renew
2 the Agreement.

3 6. The parents agree to retain Leslie M. Drozd, Ph.D. as the Case Manager to act
4 as a neutral third party to

5 (a) Expeditiously resolve issues that arise from the implementation of the
6 custodial plan¹ in a manner consistent with the children’s best
7 interests; and

8 (b) in a manner that attempts to minimize parental conflict the Case
9 Manager may provide consultation to the parents and may coach
10 and educate them about ways to better communicate with each
11 other and about their children with the ultimate goal of helping
12 them resolve issues amicably and efficiently on their own without
13 having to involve the Case Manager.

14 7. It is understood that Dr. Drozd shall not subcontract out any portion of her
15 case management responsibilities to any other practitioner and that she will
16 act alone and exclusively as the successor case manager.²

17 8. Case management aspect of the Case Manager work involves three
18 components:

19 (a) The Case Manager will first attempt to resolve issues arising out of
20 the custodial plan through the non-decision-making functions of
21 facilitation, consultation, coaching and education;

22 (b) If it is apparent to the Case Manager that continued similar efforts
23 are unlikely to resolve the issue, then the Case Manager may
24 arbitrate in order to resolve the dispute in accordance with the

25 ¹ The custodial plan referred to throughout this document is recommendations of Dr. Xxxxx xxxxx xx, 2011
26 report adapted by the court on Xxxxx xxxxx xx, 2011 (Exhibit A).

27 ² The parties acknowledge that Dr. Drozd’s employee, an administrative assistant, is in charge of billing and
28 appointment setting but does not any aspect of the case management itself.

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custodial plan and as set out in the decision-making process of this Agreement; and

(c) If the parties do not come to an agreement on a given issue, the Case Manager is authorized to make non-binding recommendations³ to the parties regarding unresolved issues related to the best interests of the child.

9. The Case Manager shall have authority to make recommendations regarding the best interest of the Children on the issues set forth below and indicated by the initials of the parties. It is understood by the parties that such decisions are not binding until agreed by the parties and are subject to review by the Court. In the event either party objects to a recommendation of the Case Manager, he or she may request a hearing de novo on that issue.

10. The parents agree that the Case Manager can perform the function of case management, including the decision-making and non-decision-making components described herein. They further agree that the Case Manager will perform non-decision-making functions involving mediation, facilitation and conflict resolution.

11. The Case Manager may make the following types of recommendations in accordance with applicable constitutional and case law:

- a. Facilitate communication among various treatment providers, as the Case Manager deems necessary.
- b. Resolution of any conflicts or issues that may arise between the parties and in regards to the parenting schedule set forth in the custodial plan signed by the parties and approved by their attorneys of record.

³ The recommendations made by the Case Manager are to be followed by the parties but ultimately the recommendations are non-binding inasmuch as either party maintains the right to take the issue to Court in order that the Court might make a final ruling on the issue.

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- c. Assist with the implementation, maintenance, and monitoring of the custodial plan signed by the parties and approved by their attorneys of record, to help the parties avoid violation and conflict.
- d. Order random drug or alcohol testing including urine and blood testing if she deems that it would be in the Children’s best interests for a party to engage in such testing.
- e. Address any conflicts that occur in the Children’s scheduling;
- f. Address any difficulties related to the Children’s transitions between parents, including codes of conduct and transportation;
- g. Develop any additional clarifying clauses that may be required for situations and events not anticipated when the custodial plan was developed;
- h. Monitor the Children’s adjustment;
- i. Assist in the maintenance of the Children’s relationship(s) with each parent;
- j. Help the parents communicate more effectively if possible and, if not possible, help them to disengage;
- k. Assist the parents with exchange of information about the Children (i.e., health, welfare, education, religion, routines, day-to-day matters, etc.) that may be otherwise impossible and/or ineffective, in accordance with the methods provided for in the custodial plan;
- l. Where these parents, who have joint legal custody, are unable to come to a mutual agreement, make final decisions relating to “major” decisions (i.e., relating to education, health and welfare, and religion);
- m. If necessary, make decisions pertaining to *temporary* changes to the usual and/or holiday parenting time schedule to accommodate special events and circumstances for the Children and/or her parents;
- n. Where not addressed by the court order and/or existing custodial plan, resolve conflicts concerning the Children’s participation in recreation, enrichment or extracurricular activities, lessons, and programs;

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- o. Address movement of the Children’s clothing, equipment, toys and personal possessions between households;
- p. Address matters relating to the Children’s travel with one parent (i.e., protocol relating to passport exchange, itinerary, notarized permission letter, telephone calls with the non-resident parent, etc.);
- q. Clarify and resolve disparate interpretations of the custodial plan;
- r. Resolve conflicts concerning day-to-day health care and education matters, passports, risky activities, and events that are not otherwise allocated for in the custodial plan.
- t. Both parties shall have the right to have their counsel speak to the Case Manager regarding her decisions, and shall both have the right to seek judicial intervention, on an ex parte basis, without the need to show irreparable harm, over this issue if they do not agree with the Case Manager’s decision.
- u. Meet with each Child individually or conjointly, to obtain information about and to assess the Children’s relationship with each of her parents.
- v. Refer individual family members, dyads in the family and/or the family as a whole to individual or family therapy.

- 12. The Case Manager’s authority is limited to making advisory findings and recommendations to the court on the following factual and existing issues:
 - a. Timeshare/visitation schedule
 - b. Sharing of vacations and holidays
 - c. Dates and times of pick up and delivery
 - d. Childcare, daycare and babysitting
 - e. Healthcare management
 - f. Medical and psychological treatment
 - g. Choice of haircut style, and cuttings of hair
 - h. Choice of appropriate clothing and cosmetics
 - i. Modification of set plans as the Children matures

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- j. Recreation
- k. extracurricular and enrichment activities
- l. After school enrichment activities
- m. Transportation to and from visitation method of pick-up and delivery
- n. Discipline
- o. Setting of bedtimes
- p. Body piercings, including ear piercing
- q. Participation of relatives with the Children
- r. Alterations in schedule, which doesn't substantially alter timeshare arrangements.

EXCLUDED FROM CASE MANAGER'S DECISION-MAKING ROLE

- 13. The Case Manager shall not have the authority to make any order (See: IRMO Lloyd, 1997, 55 CA4 216). Notwithstanding such limitation, the Case Manager may advise the court if, in the Case Manager's opinion, changed circumstances and/or the best interests of the Children warrant review by the court of such issues.
- 14. The following issues are specifically excluded from the scope of the Case Manager's decision-making authority:
 - a. Overriding of the custodial plan and/or any subsequent court orders.
 - b. Changes to the *usual* parenting time (residential) schedule that substantially reduce or expand the Children's time with one or both parents and/or impact the quantum of child support
 - c. Changes in the geographic residence of the children;
 - d. Changes in legal custody (i.e., final decision-making authority).

QUASI-JUDICIAL IMMUNITY

- 15. The Case Manager is an Officer of the Court, acting as "the Court's expert,

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1 under E.C. 730, not as a child custody evaluator, but simply as the Court's
2 expert, acting as a Case Manager as described in this document. The Case
3 Manager has quasi-judicial immunity. The Case Manager cannot be sued
4 based on her actions in this matter.

5 16. The Case Manager shall have the ability to make recommendations and
6 admissible findings without testimony. The Case Manager may, however, be
7 called as a witness by either party at any de novo hearing in this matter. The
8 party calling the Case Manager shall advance the costs associated with the
9 Case Manager's testimony, subject to later reallocation by the Court.

10 17. The Case Manager's file in this matter, including any and all notes, is subject
11 to subpoena by either party.

12 18. If there is a hearing regarding the Case Manager's recommendations or
13 findings, it will be a de novo hearing.

14 19. Dr. Drozd's reports and/or recommendations may be submitted to the court as
15 evidence without foundation. The parties and their counsel agree to waive
16 any hearsay with regards to those documents. Either party may subpoena Dr.
17 Drozd to testify at any court hearing. The party calling Dr. Drozd shall pay
18 her expert witness fees, at her current rate, which, at the date of the signing
19 of this agreement is \$350/hour for expert witness work.

20 20. Notwithstanding the above, the Case Manager may elect to testify at any
21 hearing to remove the Case Manager, in any request of the Case Manager to
22 the Court to terminate her appointment, or to enforce fee collection.

23 **PROCEDURE**

24 21. Confidentiality: The Case Manager process is non-confidential.

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22. Process: Both parties shall participate in the dispute resolution processes, as defined by the Case Manager, in accordance with principles of due process, which shall include at a minimum the opportunity for each of the parties to be heard. Each of the parties shall be present when so requested by the Case Manager. In the event a party does not attend a meeting set by the Case Manager, the Case Manager may make recommendations despite the party's absence.

23. Meetings: The Case Manager may conduct sessions either with the parties appearing personally or by telephone conference call. If either party wants an issue handled by the Case Manager, he or she may submit a written, e-mail, or telephonic request to the Case Manager, clearly setting forth the issues in dispute. The meetings may be informal and need not comply with the rules of evidence concerning hearsay or as prescribed by civil procedure. The testimony need not be sworn. There is no confidentiality as to any evidence presented at such meetings. No transcript of the meeting need be made; in the event either party or the Case Manager desires a record of the meeting, that party shall put the Case Manager and the parties on notice in which case an audiotape recording of the proceeding may be made or a certified court reporter may be retained.

24. Interviews: There will be no ex parte communications with counsel for the parties. The Case Manager may talk with and base recommendations on conversations with parties, witnesses, and/or examinations of writings, which take place with only the Case Manager. The Case Manager may communicate with either party without his or her counsel. The Case Manager may contact one party regarding an issue that may arise and may then contact the other party in regard to his or her position on the issue. Direct contact between the Case Manager and either party shall be through telephone calls, e-mail, or written communications with both parties whenever possible. The Case Manager shall have the power to determine the

1 protocol of interviews, including determination of who will attend such
2 interviews, or meetings. In the event there is an ex parte communication by
3 a party with the Case Manager, a copy of the correspondence or e-mail shall
4 be provided to all parties, and their attorneys of record if appropriate, or a log
5 shall be kept of the phone call.

6 **ACCESS TO INFORMATION.**

7 25. Initial Documents. Counsel shall provide to the Case Manager, within 15
8 calendar days of the date this Stipulation and Order is signed by both counsel
9 and the parties copies of all: declarations, pleadings, orders, and
10 correspondence between the Court and counsel concerning custody issues in
11 this matter. Counsel shall provide a list of the documents provided to the Case
12 Manager to the parties through their counsel. Either party may supplement
13 these documents, and a list of these supplemental materials shall be sent to the
14 parties through their counsel.

15 26. Further Documents. The Case Manager shall have access to any underlying data,
16 documentation, or communications, as well as the complete file in this matter.
17 The Case Manager shall have access to the children’s therapists, physicians,
18 teachers, tutors, coaches, and any other professional associated with the
19 children. The Case Manager shall have access to therapists, physicians, drug
20 testing programs, and any other professional providing care for either parent.
21 Any documentation provided to the Case Manager shall be copied to each of the
22 parties or their attorneys of record, with proof of service of such copies to both
23 attorneys of record.

24 27. Collateral Data. Each parent shall provide copies to the other parent of all
25 written reports from collateral sources provided to the Case Manager, unless
26 otherwise directed by the Case Manager.

1 28. Releases. The parties have been informed of their right to privilege and/or
 2 privacy. Nonetheless, they agree that records and information regarding
 3 either parent or the minor Children shall be released to the Case Manager,
 4 without further authorization. The Case Manager may have access to the
 5 following records and information, and the parties agree in signing this order
 6 to execute all necessary releases to the extent reasonably required to
 7 facilitate such access. Further, the parents agree to sign all releases of
 8 information⁴ required to implement the processes outlined in this Agreement.
 9 The parents shall provide all records, documentation and information
 10 requested by the Case Manager as soon as possible and upon the request of
 11 the Case Manager from time to time.

- 10 a. Children’s current/previous pediatrician, physician, nurse,
 11 dentist, orthodontist, physical therapist, and other health care
 12 provider;
- 12 b. Children’s current/previous psychologist, psychiatrist, or other
 13 mental health professional;
- 14 c. Children’s current/previous teacher(s), tutor(s), coach(es),
 15 school and other academic or sports education providers;
- 16 d. Hospital and medical records for the children;
- 17 e. Law enforcement agencies, police department, sheriff’s office,
 18 police officer, and other law enforcement professional;
- 19 f. Custody evaluator or assessor;
- 20 g. Daycare provider, babysitter, or other child care provider; and
- 21 h. Supervised visitation agencies and therapeutic supervisor.

21 ⁴ The parents also understand that, if Dr. Drozd is permitted by waiver or required by law or court order to provide
 22 information to anyone, including counsel, a child custody evaluator and/or the Court, the information released may
 23 include information that would otherwise be considered to be protected under the Health Insurance Portability and
 24 Accountability Act (HIPAA).

23 The parties further understand that Dr. Drozd is not an attorney, and is not qualified or authorized to question a
 24 trial court’s findings as to the status of privilege. Should any dispute arise as to whether a communication is
 25 privileged, Dr. Drozd will refer the issue to the court for resolution. Dr. Drozd will obey any order from the trial
 26 court regarding release of treatment information provided by the parents or the children. The parties agree to hold
 27 Dr. Drozd harmless regarding any release of information provided based on good-faith adherence to a waiver or
 28 Court order, and for any delay resulting from a good faith decision by Dr. Drozd to seek direction from the Court
 before releasing information.

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1 No consent to release information shall be required beyond this order;
2 nonetheless, each of the parties shall provide any consent form for the
3 release of the information listed above on form(s) provided by the Case
4 Manager. In addition, each of the parties shall provide non-privileged
5 documents to the Case Manager in request.

6 29. Child Abuse: Notwithstanding any written policy of the Case Manager, there
7 is no confidentiality concerning communications with the Case Manager
8 evidencing child abuse. Incidents of child abuse or suspected child abuse that
9 meet the mandatory reporting standards for mental health professionals
10 shall be reported by the Case Manager to appropriate authorities.

11 30. Use of Assistants and Consultants: On reasonable notice to the parties, the
12 Case Manager may utilize the services of assistants and/or consultants as
13 necessary to aid the Case Manager in the performance of her duties set forth
14 herein. The parties, subject to reallocation by the Court, will advance fees for
15 such assistants and/or consultants.

16 31. Reports to the Court. The Case Manager shall inform the court as to the
17 factual issue of the protocol of all interviews and sessions including, in case of
18 meetings with the parties, the determination of who attends such meetings.
19 a. The Case Manager may interview all members of the immediate or
20 extended family of all parties.
21 b. The Case Manager shall inform the court as to the factual issues of
22 the necessity of having the participation of other persons whom the
23 Case Manager deems to have relevant information or to be useful
24 participants.
25 c. The Case Manager shall inform the court as to the factual issue of
26 the efficiency of requiring the parties and/or the children to
27 participate in adjunct services, including physical or psychological
28 examinations and assessments, psychotherapy, alcohol and/or

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domestic violence counseling, and drug or alcohol rehabilitation counseling.

d. The Case Manager may provide information and/or a report to the court, the parties, and their lawyers. Upon the request of either or both parents, Leslie M. Drozd, Ph.D. shall issue a report to the parents, their lawyers and the court. Should the court request the report, the parties shall split the cost of it such that the Petitioner/Mother pays 1/2 of the fees and the Respondent/Father pays 1/2 of those fees. Should one party request a report, that party shall pay fees for any such report. Any such report may be submitted as evidence in legal proceedings between the parents. Either parent may call Leslie M. Drozd, Ph.D. to provide evidence in court.

TERMS AND AGREEMENT TO COOPERATE

32.The Case Manager is a licensed psychologist and has relevant knowledge and expertise from which the parents wish to benefit. However, she shall not function as a psychotherapist for either parent, the family, or the children. The parents have stipulated herein the decision-making powers granted to the Case Manager. They further acknowledge that Leslie M. Drozd, Ph.D. has the requisite professional qualifications, professional skills, relevant knowledge, and professionalism to provide the service of Case Manager.

33.The parents shall cooperate with the Case Manager and agree to be bound by this Agreement.

34.The Case Manager and the parents shall set a time and place for meeting within 7 business days of signing this Agreement.

35.The Case Manager may resign at any time, upon thirty (30) days notice, upon determining that this would be in the best interests of the children or if unable

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1 for any other reason to serve out the term of the Agreement. If this occurs, the
2 Case Manager recommend other Case Managers who might be able to continue
3 their work with these parties.

4 36. Neither parent may unilaterally withdraw from this Agreement during its
5 term. However, both parents may terminate this Agreement with a joint
6 consent in writing. Should one parent choose not to participate in the
7 resolution of any issue, the Case Manager may proceed to fulfill the
8 decision-making role set out in this Agreement and the parent may in
9 turn appeal to the Court for its ruling on the issue.

10 37. Notwithstanding the aforementioned, the Case Manager may meet
11 separately with each party for the purpose of, among other things,
12 screening the parties for violence and power imbalances. The parties
13 agree that the Case Manager’s notes from that meeting shall remain
14 confidential and shall not be disclosed to the parties.

15 38. The Case Manager is not a lawyer and cannot provide legal advice.

16 39. If either parent has an issue relating to the children and/or the custodial
17 plan found in Exhibit A of this Agreement that cannot be resolved with
18 the other parent after reasonable efforts to do so, he/she may contact the
19 Case Manager. The Case Manager shall have the authority to determine
20 the protocol of all contacts and interviews, including the persons required
21 to attend such meetings/contacts.

22 **RECOMMENDATIONS OF THE CASE MANAGER**

23 40. Written and Oral Recommendations: Recommendations made by the Case
24 Manager in writing shall be binding and effective when signed by the Case
25 Manager and not objected by a party within 10 days: “Court orders the
26 report from Case Manager to be provided to the court and counsel

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1 at least 10 days before the next hearing. Recommendations may be made
2 orally, if circumstances involving severe time constraints and/or possible
3 emergencies so warrant. Oral recommendations shall be further
4 confirmed in writing to both parties and counsel as soon as practicable.

5 41. Formal Statement of Decision: The Case Manager shall issue a formal
6 Statement of Decision or Recommendation, setting forth the issue and/or
7 dispute, the decision or recommendation to resolve the issue, and the
8 reasons for the decision or recommendation, if requested by either party
9 within 5 days of the issuance of the decision or recommendation. The
10 party requesting the Statement of Decision or Recommendation shall
11 advance the costs for preparation of the formal Statement of Decision or
12 Recommendation, subject to later reallocation. The Case Manager may
13 elect to issue a formal Statement of Decision or Recommendation at any
14 time.

14 42. Objections: A party may object to any recommendation or decision by the
15 Case Manager as follows:

15 a. Objections shall be in writing and shall include the following:

- 16 1. The specific paragraph(s) to which objections are made
- 17 and the specific language in the recommendation or
- 18 decision objected to by the party;
- 19 2. The reason(s) for the objection; and
- 20 3. The proposed modification(s) to the recommendation or
- 21 decision, including specific suggested alternatives to any
- 22 recommendation or decision to which the objection(s) are
- 23 made.

23 b. A meeting shall be scheduled and held with the parties, their
24 counsel, and the Case Manager within 30 days of the date the
25 Recommendation is made by the Case Manager. The meeting shall
26 be a good faith attempt to resolve the issues remaining in dispute,

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which may include a discussion of the results of the recommendation or decision.

- c. Any new or revised agreements as the result of the meeting shall be prepared in writing by a party or attorney for a party in the form of a stipulation signed by the parties and counsel, submitted to the Court for order and filing, and a file-endorsed copy shall be submitted to the Case Manager.
- d. In the event no resolution is reached within 30 days of the date the Recommendation or Decision is made by the Case Manager, the original recommendation or decision shall be submitted to the Court by the Case Manager in the form of a formal Statement of Decision or Recommendation, for review and decision by the Court.
- e. In the event no resolution is reached after the meeting, either party may file a motion with the Court within 5 days of the meeting or any continuation of the meeting. The Court will make an independent determination resolving the issue following a de novo evidential hearing, based on the best interests of the children.
- f. Notwithstanding the procedure set forth above, either party may seek emergency review by the Court of any recommendation issued by the Case Manager on an ex parte basis.
- g. Copies of all motions, objections, orders, or other documents submitted to the Court or issued by the Court, shall be served in accordance with Code of Civil Procedure Section 1005 on all parties, counsel, and the Case Manager, by the person or entity generating such documents.

COMMUNICATION WITH CASE MANAGER

43. There shall be no ex parte communication by the parties' attorneys and the Case Manager. A party or witness who initiates contact with the Case

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Manager in writing shall provide copies of such communications to all parties simultaneously.

44. There shall be no ex parte communications between the Court and the Case Manager. The Case Manager may communicate with the Court in writing, with a copy of all such communications to all parties and their counsel.

FEES

45. Charges and Costs: The Case Manager’s hourly fee shall be \$200.00 per hour.⁵ It is understood that despite the fact that the Case Manager may make recommendations in favor of one party, both parties will continue to be responsible for the payment of fees associated with such services at the allocated percentage set forth herein, or as recommended by the Case Manager. The Court shall have continuing jurisdiction to re-allocate the fees and costs for the Case Manager and associated services, including retroactive re-allocation to the date this Stipulation is signed, and may require reimbursement by one party to the other.

a. The Case Manager shall be reimbursed for any reasonable expense she incurs in association with her role as Case Manager. These costs may include, but are not limited to, the following: photocopies, messenger services, long distance telephone charges, express and/or certified mail costs, and excess postage to foreign countries, parking, tolls, mileage and travel expenses, and word processing.

⁵ Dr. Drozd agrees to accept insurance coverage and co-pay for payment of all face-to-face meetings that should be covered by one or both parties medical insurance. It is understood, though, that should the parties in this case become divorced and should one party have medical insurance, given that the parties are then divorced, for any separate meetings that the uninsured party has with Dr. Drozd will not be paid for by the insured party’s insurance; and thus, the fees not covered by insurance will be paid at Dr. Drozd’s standard clinical rate of \$200/session. And finally it is understood that all expenses not covered by insurance shall be paid in full by the party who has incurred the expense or if a joint expense by the parties at the rate of 1/2 (mother) vs. 1/2 (father). It is further understood that some of the expenses that insurance does not cover include the following: telephone consultations, telephone meetings, review of court documents and files, and attorney phone conferences.

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- b. In the event that either party fails to provide twenty-four (24) business hours notice of cancellation of any appointment with the Case Manager, that party shall pay all of the Case Manager’s charges for such missed appointments at the full hourly rate, at the Case Manager’s discretion.⁶
- c. Telephones calls to the Case Manager by either party, including lengthy telephone messages left for the Case Manager, are part of the process and appropriately paid by the parties according to the percentage set forth herein, unless otherwise determined by the Case Manager. Whereas Dr. Drozd will respond to brief (3-5 minutes or less) phone calls and e-mails at no charge, she will charge for extended phone calls or e-mails at her hourly rate. The party that writes the e-mail or makes or participates in the phone call shall pay for those communications. Meetings with the attorneys or the Case Manager or other therapists involved in the case will be charged in the same manner.

45. Payments: Prior to the commencement of the Case Manager work, the parties shall provide the Case Manager with an advance retainer of \$xxxxx.⁷ The amount of this retainer is based upon 5 total hours of up front work (review of the EC 730 report by Dr. Liberman, court documents, child abuse or police reports, etc. that each party and/or their counsel send to the Case Manager) - at the rate of \$200/hour. The hourly fees and costs set forth⁸ herein shall be drawn against the retainer. Written reports to the Court are not included in this initial retainer, will be due and payable no less than 10 days prior to the report being due in Court.

⁶ Should some of the meetings in this matter be covered by insurance, missed or late cancelled appointments will not be covered by insurance and will thus be charged to the party or parties responsible for the missed or late cancelled appointment at the rate of \$200/session.

⁷ The Petitioner/ Mother shall pay \$xxxx of the retainer and the Respondent /Father shall pay \$xxxx of the total retainer of \$xxxx Each party shall pay their own \$200 in fees for their first meeting with Dr. Drozd.

⁸ And not covered by insurance should any insurance be approved for some of the services rendered by Dr. Drozd.

In re: the Marriage of Xxxxx
Stipulation and Order Re the Appointment of Case Manager, Leslie M. Drozd, Ph.D.
Case No.: 11Dxxxxxx

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46. Replenishment of Retainer. Should the retainer go below \$xxx total, the parents shall replenish the retainer at the same 1/2 vs. 1/2-percentage arrangement with the Respondent/Father paying 1/2 and the Petitioner/Mother, 1/2 of the fees. In the event the retainer is expended prior to the termination of the Case Manager’s services, the parties shall each pay a like amount as a further retainer within 10 days of a request by the Case Manager. The Case Manager shall provide a written statement of charges to each of the parties in which services are performed, setting forth the date the services are performed, the time taken to perform such services, any other costs incurred in that month, the total amount charged, any special allocation of responsibility for fees or costs, and the retainer balance remaining. Any funds remaining at the termination of the Case Manager’s services shall be refunded to the parties equally.

47. Allocation: The Mother shall pay 1/2 of the fees and costs associated with the Case Manager process and the Father shall pay 1/2 of fees and costs associated with the Case Manager process with the only exception being the first meeting that each party has with Dr. Drozd and any costs incurred by either party as the result of excessive e-mails or phone calls by one party in which case the party incurring the costs shall pay the costs in full.⁹

a. Record-keeping requirements make it necessary to log and make a record of each and every email, telephone call and/or message. For this reason, a minimum fee (.1 hour, or 6 minutes) may be charged for each telephone and email contact. These charges will not apply to brief contacts about scheduling.

b. Subject to the terms of the court order adopted on September 2, 2011 (see Exhibit A) the parents shall share fees equally, unless indicated otherwise. The parents shall provide an initial retainer of

⁹ Excessive is defined here as communications (phone calls, e-mails, paperwork), which takes longer than 10 minutes per week to review and/or respond to.

1 \$xxxx with & \$xxx being paid by the Mother and \$xxx by the
 2 Father. Parties shall be advised in advance when a further retainer
 3 is required. A minimum retainer (security deposit) of \$xxxx total
 4 shall be maintained in the account at all times, to be returned, less
 5 any balance owing by either party, at the end of the Case Manager's
 6 tenure. If the above terms are not satisfied, Leslie M. Drozd, Ph.D.
 shall postpone all services until the retainer terms are met.

- 7 c. If the retainer goes below \$xxx total, the parties agree to replenish
 8 the retainer to a total of \$xxxx within 5 days of receipt of a
 9 statement indicating that fees are due with the proportions of
 10 payment due being the same percentage for the Petitioner/Mother
 11 paying 1/2 of the fees and the Respondent/Father paying 1/2 of the
 12 fees as indicated in the court order covering fees (Exhibit A).

13 48. Other terms of payment are included in the court order, which is attached
 14 as Exhibit A:

- 15 i. Mother is to pay 1/2 of the cost for any joint
 16 sessions/meetings and father is to pay 1/2 of the costs of
 17 such a meeting. Thus, the mother is to pay \$100/meeting
 18 whereas the father is to pay \$100 per meeting.
- 19 ii. Each party to pay the cost in full of any sole communication
 20 with the Case Manager;
- 21 iii. Each party to pay the cost in full of any communication
 22 between the Case Manager and their therapist;
- 23 iv. Mother is to pay 1/2 of the cost of contact between the Case
 24 Manager, the Children's therapist, and counsel for the
 25 parties; whereas the father is to pay 1/2 of those costs; and
- 26 v. Mother is to pay 1/2 and father is to pay 1/2 of the cost of
 27 reviewing any court documents including any Evidence Code
 28 730 reports.

In re: the Marriage of Xxxxx
 Stipulation and Order Re the Appointment of Case Manager, Leslie M. Drozd, Ph.D.
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1 vi. Mother is to pay 1/2 and father is to pay 1/2 of the cost of the
 2 acquisition of and review of any and all children abuse or
 3 police reports regarding any member of this family.

4 49. Non-Payment of Fees. Non-payment of fees shall be considered grounds for the
 5 resignation of the Case Manager, with notice of intention to resign first given
 6 to the parties and then either parent allowed a reasonable period of time to
 7 obtain a court order requiring this payment before resigning the Agreement.
 8 In the period after the notice is given, Leslie M. Drozd, Ph.D. need not provide
 any services to the parents until the retainer is fully maintained.

9 a. However, if one of the parties fails to provide his/her fees as set out
 10 above, the Case Manager may proceed and the other party may pay
 11 the fees for it. Such an arrangement shall not be deemed to affect
 12 the ability of the Case Manager to perform the functions described
 13 in this Agreement for the duration of the contract. The overpaying
 14 party may enforce any such payment in court, and an award of
 costs may be made. This award will take into account the retainer
 that has been paid and make the necessary adjustments.

15 b. Each parent acknowledges that Case Manager services may be
 16 suspended if fees are not paid, and that Dr. Drozd has no
 17 responsibility to provide reports, testimony or other services if
 18 fees are not paid. If either party fails to pay fees and the case
 19 management services will be suspended, Dr. Drozd is hereby
 20 authorized to disclose this information to counsel and the court.
 21 All reasonable efforts will be made to resolve non-payment issue
 22 through the Case Manager, counsel, and the Court, prior to the
 23 cessation of services, so that non-payment by one party is not the
 primary manner by which Dr. Drozd's services to the parties are
 terminated.

24 50. Statements. Upon request the Case Manager will provide statements of the
 25 accounts, detailing dates, services, time spent and hourly rate. Insurance

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1 policies vary, and the parents' insurance companies will most probably not
 2 cover all of the services provided by the Case Manager given that Dr. Drozd is
 3 not conducting psychotherapy and instead is engaged in the work of Case
 4 Manager and case management. If an additional statement is required for
 5 insurance purposes, an administrative fee will be charged. The Case Manager
 6 will conduct the services described herein, at a reduced managed care
 7 contracted rate, but that reduced rate shall only apply to services covered
 8 through insurance. All other services shall be billed at the rate of \$200/hour.
 9 Should there be a managed care company for the medical insurance of one or
 10 both parents, said insurance company shall be informed of the nature of the
 11 work being conducted by Dr. Drozd with the insured and the fact that
 12 expenses not covered by the insurance shall be billed to the parties as stated
 13 herein. It is understood by the parties that should the insurance company not
 14 allow expenses not covered by insurance to be billed to the insured and the
 15 other parent at the rate of \$200/hour, Dr. Drozd will not accept insurance as
 16 payment, even in part for services rendered.

17 51. Miscellaneous Information About Fees. A client will be billed for an
 18 appointment cancelled with less than 24 (twenty-four) business hours'
 19 notice, except for an appointment scheduled for 8 a.m. or before and at or
 20 after 4 p.m., in which case 48 (forty-eight) business hours' notice is required
 21 prior to cancellation.

22 a. A client will be responsible for bills arising from cancellations with
 23 insufficient notice and/or failure to attend a scheduled
 24 appointment. Notwithstanding the terms of this Agreement with
 25 respect to payment for services as stated above, the Case Manager
 26 may modify this allocation if it is found that one parent is using
 27 the services disproportionately and, as a result, is causing the
 28 other parent greater expense. In addition, either parent may
 request that the fees be reallocated at any time during the Case

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1 Manager's tenure. Any decision will follow the same process as
2 that required for the arbitration function of the case management.

3 b. For example, if one parent incurs additional daycare expenses as
4 a result of the other parent's failure to pick up the Children on
5 time, then the Case Manager shall have the authority to non-
6 binding recommendation that parent one parent compensate the
7 other parent who incurred the expense.

8 c. Or, for example, if one parent has to cancel a scheduled, prepaid
9 trip for the Children as a result of the other parent's defaulting on
10 any terms of the Agreement or the breach of an arbitral award
11 (e.g., delivery of the notarized permission letter), then the
12 defaulting parent shall reimburse the other parent for any
13 loss/expenses occasioned by the default or breach.

14 52. Fee Dispute: In the event a party does not agree with any charge set forth in
15 the billing statement provided by the Case Manager, he or she shall contact
16 the Case Manager by telephone, e-mail, or written communication. The party
17 shall specify the error he or she believes has been made. In the event the
18 dispute is not settled by this communication, either party may submit the
19 disagreement to the Court, with a copy to each party, counsel, and the Case
20 Manager. If a party does not contact the Case Manager with any dispute he
21 or she has with the bill within 45 days of the date the billing statement is
22 mailed by the Case Manager, any dispute shall be deemed waived and the
23 billing statement is presumed to be correct.

24 **GRIEVANCES**

25 53. Grievances: Any complaints or grievances from either party regarding the
26 performance or actions of the Case Manager shall be dealt with according to
27 the following procedure:
28

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- 1 a) A person having a complaint or grievance regarding the Case
 2 Manager must discuss the matter with the Case Manager in
 3 person before pursuing it in any other manner.
- 4 b) If, after discussion, the party decides to pursue a complaint,
 5 he/she must then submit a written letter detailing the complaint
 6 or grievance to the Case Manager, to the other party, to both
 7 parties' attorneys (if any), and to the attorney for the children, of
 8 one exists. The Case Manager will, within 30 days, provide a
 9 written response to the grievance to both parties, both attorneys,
 10 and the attorney for the children.
- 11 c) If appropriate, given the circumstances, the Case Manager will
 12 then meet with the parties and their attorneys (if any) to discuss
 13 the matter.
- 14 d) If the grievance or complaint is not resolved after the meeting,
 15 the complaining party may proceed by noticed motion to the
 16 Court for removal of the Case Manager.
- 17 e) The Court shall reserve jurisdiction to determine if either or both
 18 parties and/or the Case Manager shall ultimately be responsible
 19 for any portion of or all of the Case Manager's time and costs in
 20 responding to the grievance, and the Case Manager's attorney's
 21 fees and costs, if any.

22 **CONSENT**

23 54. The parties acknowledge, agree, and initial the following:

- 24 a. ___/___ I understand that a Case Manager is being appointed with my
 25 agreement and I agree to the appointment of the Case Manager named in
 26 this stipulation.
- 27 b. ___/___ I understand that I can limit the issues before the Case
 28 Manager. I have reviewed the issues that are to be handled by the Case

In re: the Marriage of Xxxxx
 Stipulation and Order Re the Appointment of Case Manager, Leslie M. Drozd, Ph.D.
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1 Manager in this stipulation and I agree to each of them that are initialed
2 by both parties.

3 c. ___/___ I understand that I can limit the time that the Case Manager
4 serves and that the powers of the Case Manager will end at the end of the
5 appointment term. I agree to the term of appointment of the Case
6 Manager in this stipulation.

7 d. ___/___ I understand that the recommendations and decisions of the
8 Case Manager can be reviewed by the Court and that if I object to a
9 recommendation or decision, it is my responsibility to timely object and
10 schedule a meeting, as set forth herein, and that the Court will conduct its
11 own investigation and make its own order in accordance with the best
12 interests of the children.

13 e. ___/___ I understand that either party may call the Case Manager as a
14 witness and that the party calling the Case Manager must advance the
15 Case Manager's costs for testifying, subject to later reallocation by the
16 Court.

17 f. ___/___ I acknowledge that I have had an opportunity to review this
18 stipulation and to have questions about this stipulation answered by legal
19 counsel.

20 **MISCELLANEOUS PROVISIONS**

21 55. For purposes of filing this stipulation, facsimile signatures and initials shall
22 be considered originals, and this stipulation can be initialed and signed in
23 several parts.

24 ///////////////

25 ///////////////

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27 In re: the Marriage of Xxxxx
28 Stipulation and Order Re the Appointment of Case Manager, Leslie M. Drozd, Ph.D.
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Signature Page

AGREED:

Dated: _____, 2011 _____
Petitioner/Mother, XXXX XXXXX

Dated: _____, 2011 _____
Attorney for Petitioner, xxxx xxxxxx, Esq.

Dated: _____, 2011 _____
Respondent/Father, XXXXX XXXXX

Dated: _____, 2011 _____
Attorney for Respondent, xxxx xxxxxx, Esq

I agree to my appointment as Case Manager contained in this stipulation.

_____ date Leslie M. Drozd, Ph.D.

ORDER

The parties and their attorneys having agreed and good cause appearing, IT IS SO ORDERED.

Dated: _____ Judge of the Superior Court

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Exhibit A
Court Order

In re: the Marriage of Xxxxx
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