

Attorney for Petitioner

Attorney for Respondent

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In Re the Marriage of:	)	CASE NO.:
	)	
Petitioner:	)	STIPULATION and ORDER FOR
	)	APPOINTMENT AND PAYMENT
and	)	OF MARY ELIZABETH
	)	LUND, PH.D. and/or
Respondent:	)	ANGUS STRACHAN, PH.D.
	)	and/or _____
_____	)	(circle as appropriate)

PURSUANT TO EVIDENCE CODE, SECTION 730, AND FAMILY CODE 3111-3118, IT IS HEREBY ORDERED and STIPULATED by and between the parties through their respective counsel of record to the appointment of MARY ELIZABETH LUND, PH.D., and/or ANGUS STRACHAN, PH.D., and/or \_\_\_\_\_ to interview the parties and the minor child(ren) (insert children's names and birthdates)

\_\_\_\_\_ and any other person(s) deemed advisable by the evaluator for the purpose of making findings and recommendations to the Court re: Physical Custody, \_\_ Legal Custody, \_\_ Other \_\_\_\_\_

THE PARTIES' ATTORNEYS SHALL PROVIDE INFORMATION TO THE EVALUATOR ABOUT THE SCOPE OF INQUIRY OF THE EVALUATION AND WHETHER IT IS TO BE COMPREHENSIVE OR LIMITED IN PROCEDURES.



The fees for the evaluation shall be paid as follows (please check one): \_\_\_\_\_ Petitioner; \_\_\_\_\_ Respondent; \_\_\_\_\_ 1/2 by each party; or \_\_\_\_\_ Other. The Court (please check one) \_\_\_\_\_ may or \_\_\_\_\_ may not adjust responsibility for fees at the time of hearing.

Counsel are directed to contact the office of Lund & Strachan, Inc., telephone number: (310) 392-6163, fax: (310) 392-6043, to arrange for payment within five (5) court days of the Stipulation/Court Order date of an Initial Fee Deposit of \$7,500.00 (unless specifically negotiated for a limited evaluation).

Fees shall be paid by cashier's check made payable to LUND & STRACHAN, INC., and delivered or mailed to: 2510 Main Street, Suite 201, Santa Monica, CA 90405.

The evaluator's professional time for interviews, testing, preparation of report, etc., will be charged at: \$\_\_\_\_\_/hour. All out-of-pocket expenses, including but not limited to the administrative fee of \$750.00, typing, messenger services, etc., shall be charged back to the party or parties responsible for the payment of the evaluation fees. The administrative fee may be increased if the evaluator's administrative staff performs services that are in excess of what is customary for a psychological custody evaluation. The parties and their attorneys specifically acknowledge that they have agreed

to engage this evaluator with a full understanding of the agreed upon hourly charge for the professional services and other charges for the evaluation. The parties and their attorneys acknowledge that by engaging the services of evaluator, the fees quoted are reasonable and appropriate fees for the services anticipated for this quasi-judicial function.

After the Initial Fee Deposit is depleted, the evaluator will provide estimates of further procedures and request subsequent Fee Deposits. The evaluator may suspend work on the evaluation until a subsequent Fee Deposit is received. When the evaluation report is complete, the parties shall be notified of any other fees due or refunds to the parties. The report shall not be released to the Court and attorneys of record until all fees are paid to the evaluator in the form of a cashiers check. When the report is released, the evaluator will provide details of professional time and other charges for the evaluation.

After receipt of the Initial Fee Deposit and signed Stipulation or Order, the evaluator's office shall schedule initial evaluation sessions on the first available appointment date. Counsel should direct the parties to contact the evaluator's office to make initial appointments at (310) 392-6163.

The parties and their attorneys will ensure the evaluator is provided with the parties' current postal addresses, home and work telephone numbers, any available fax numbers and/or email

addresses for the purpose of receiving notices and exchanging information with the evaluator. In order to facilitate expedient communication for the purposes of this evaluation, the parties and their attorneys specifically authorize the evaluator and evaluator's staff to use electronic communication (e-mail, fax, e-fax). The parties and their attorneys acknowledge the possibility that electronic mail may unintentionally or inadvertently be misdirected or fail to be delivered and neither the evaluator nor his/her staff shall be liable for any misdirected e-communication.

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

An Order naming the evaluator or our Conformed Stipulation must be received fifteen (15) court days prior to the date of the first appointments so the evaluator can file with the court the necessary declaration concerning evaluator education and training prior to the first appointments. If a Court Order naming the evaluator or a Conformed Stipulation has not been received two

court days prior to the scheduled first day of sessions for the evaluation, the evaluator may cancel the first day of sessions and charge for all sessions scheduled for the case within the next ten (10) days. If receipt of the Order or Conformed Stipulation is past the due date, the first day of evaluation sessions may be rescheduled to the evaluator's next available date.

There will be no unilateral communication about substantive issues in the evaluation with the parties' attorneys. Counsel may request a conference call to discuss issues in the case with the evaluator. The evaluator does not have the obligation to respond to every communication from the parties or their attorneys. The evaluator and the evaluator's staff may discuss evaluation procedures or fees with one party's counsel.

Limits to the scope and/or procedures for the evaluation may be made by court order or stipulation between the parties. The parties' attorneys are responsible for notifying the evaluator of the specific court orders or stipulations about limits to the evaluation. Counsel for the parties may request a conference call with the evaluator to explore various methods for limiting procedures and/or containing expenses or expediting the completion of the evaluation in order to meet the needs of the parties. If the parties and their counsel agree, the evaluation may be performed using specific, limited procedures and/or specific, limited ways of reporting results. The evaluator shall

memorialize the agreed-upon procedures and provide an estimate of the fees for a limited evaluation. This estimate of fees for a limited evaluation is not binding; parties agree to pay for the actual cost of the procedures and report preparation.

During the first evaluation appointment, the evaluator will review the Informed Consent regarding evaluation procedures and confidentiality. The parties will sign the Informed Consent to acknowledge that they have read and understood it. The parties and their counsel can review the Informed Consent in advance on our website.

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

Each party hereby waives all statutory and non-statutory privileges, including his or her respective doctor-patient and psychotherapist-patient privilege so as to permit the evaluator to have access to health, mental health, education, employment, and

other similar records, to confer with health care providers, therapists, educators, and other persons whom the evaluator deems necessary for the purpose of performing the evaluation, and for them to confer with the evaluator. Each party shall execute authorizations for release of information to provide the evaluator access to such records or persons. The evaluator may use assistants or consultants in the collection of information for the evaluation. The cost of services by assistants or consultants will be charged at their usual professional rate and included in the fees for the evaluation. Any assistants or consultants to the evaluator shall be deemed to perform an arbitral function and have the same quasi-judicial immunity that applies to the evaluator. If consultants are called as witnesses in the case, they shall be treated as expert witnesses.

The parties agree to cooperate in the evaluation. When deemed advisable by the evaluator, the parties and/or minor child(ren) shall submit to other assessments; such as, drug and alcohol testing, psychological testing, etc. The cost of such tests is separate from the fees submitted to Lund & Strachan, Inc., for the primary evaluation. Fees for additional testing shall be paid in advance directly to the designated expert by the party or parties ordered to pay the fees for the evaluation.

The parties shall bring the original and two copies (hard copy, not electronic) of their Custody Evaluation Questionnaire

and the Potential Collateral Contact List to the first day of evaluation appointments. The evaluator will give the other party the two copies of these forms. It is the responsibility of each party to provide his/her attorney copies of these forms from both parties. If either party furnishes any ancillary material to the evaluator, they shall provide copies to the other party and for the other party's counsel. Ancillary material shall not be submitted later than six weeks from the time of the first appointment, subject to the discretion of the evaluator. Only hard (not electronic) copies of materials should be submitted to the evaluator. The evaluator shall not be held responsible for receipt of originals of any materials nor for ensuring that parties have provided copies to opposing counsel. If videotaped or audiotaped material is submitted, it is up to the parties' counsel to determine whether such taping was done legally and can be provided to the evaluator.

The evaluator has the right to determine, in his or her professional opinion, the information that he or she deems significant and relevant to the custody matter and the procedures necessary to obtain that information.

If the evaluator learns that a child may wish to address the court, he or she will advise the court and counsel of this. The evaluator will provide no further details until the evaluation is complete.



The evaluator is permitted to consult with or exchange information with professionals and other collateral informants he or she deems appropriate in conducting this evaluation and preparing the report. The evaluator may disclose information about the parties for the purposes of collecting information needed for the evaluation.

The evaluator may ask for separate voluntary consent from the parties to allow other mental health professionals, who are training to become evaluators, to observe evaluation interviews; if each party does not sign a consent to be observed, there will be no observation. The evaluator may discuss the case with other mental health and legal professionals, without naming the parties or giving specific identifying information, in order to receive consultation on the case and/or for training and research purposes.

No reporting of results and no recommendations will be made prior to completion of the evaluation and the release of the report or a feedback session. The evaluator will not intervene in issues during the evaluation except as required of psychologists to report suspected abuse of children or warn a potential victim of danger. If the parties and their counsel agree, names for several mediators and/or psychotherapists may be provided for urgent problems occurring during the evaluation. The evaluator is not responsible for the services of those psychotherapists and/or

mediators. The evaluator may make requests of family members to communicate with each other and/or address ongoing problems as part of assessing issues in the evaluation. The evaluator may or may not disclose information about the case to the parties and question the parties about the information as part of assessing issues in the evaluation.

The evaluator may determine who should be present for evaluation sessions. All members of both parties' households must attend an interaction session including the minor child(ren) at issue. Both parties shall attend an evaluation session together unless there are restraining orders against their contact with each other.

The attorneys are responsible for informing the evaluator prior to the first evaluation sessions of any safety issues that may require a modification of procedures. If there are allegations of domestic violence and/or child abuse, parties' counsel shall make a full disclosure of all allegations and provide all ancillary material relating to any incidents. Either party may request special procedures for an evaluation session attended by both parties in order to provide for the parties' security. Any cost for security will be charged to the evaluation. If the evaluator has concerns about safety issues when the report is released, the evaluator may release all copies of the report to the court with a cover letter indicating reasons

for concern, and the court shall determine how the report is released.

The evaluator may request that other household or family members (such as stepparents, step-siblings, and/or significant others) consent to participate in the evaluation and, when deemed advisable by the evaluator, submit to other assessment. Unless these other adult household or family members (or both legal custodial parents of minor household or family members) give written consent to participate in the evaluation, they will be treated as collateral informants; their statements may be reported but the evaluator will give no expert opinion about these other household members.

The evaluator may request that the parties waive their right to access to statements by the minors at issue. If both parties give written consent to waive their right to minor's statements, the statements of the minors at issue shall be included as an addendum to the report, accessible only to the parties' counsel and judicial officer hearing the case. The report of the results of the evaluation may include reference to children's statements. The parties and their counsel may decide whether to waive their right to a waiver of access to children's statements. Their lack of consent to this waiver of access to children's statements shall not be reported in the results of the evaluation and shall not have any bearing on recommendations in the case.

The evaluation report shall be released to the Court and copies provided to counsel of record (or parent In Pro Per) at the same time, when final fees for the evaluation are received.

There may be an oral presentation of results from the evaluation in a "feedback session" with the parties and their counsel in the place of, or in addition to, a comprehensive report from the evaluation. If the evaluator or the parties request a feedback session in place of a comprehensive report, the evaluator shall provide a limited report to the court and to the counsel of record. The limited report will give detailed recommendations and a brief discussion of results pertaining to those recommendations. During the feedback session, the evaluator will present to the parties and their counsel information that would be included in a comprehensive report. The oral presentation will include details of results from the interviews of family members and collaterals, psychological testing, and ancillary material that support conclusions reached and recommendations made. All fees for the evaluation, including the preparation for the reporting of results and the feedback session must be received at the evaluator's office ten (10) court days prior to the scheduled feedback session or the session will be canceled and the limited report not released to the court or counsel.

After a feedback session with a limited report, either party may request a comprehensive written report including the details

presented in the feedback session. Unless there are monies still on deposit, the comprehensive report shall not be prepared until a further deposit is received for the estimated time to produce a comprehensive report.

If there is an oral feedback session, counsel for both parties (and minor's counsel if applicable) shall attend the feedback session with the parties, unless there is a different agreement among the parties. There will be no unilateral communication between the evaluator and the parties or counsel during the feedback session, unless there is a different agreement among the parties. Statements made by parties and their counsel during the feedback session will not be considered confidential, unless there is a different agreement among the parties. After the evaluator's presentation of results in a feedback session, the parties and/or their counsel may question the evaluator and may inspect the file during the feedback session.

The evaluator may withdraw from the case at any time prior to submitting the evaluation report to the court, if there is good cause to do so. Good cause shall include but is not limited to: Illness or the discovery of a conflict between the evaluator and one of the parties or their attorneys. The evaluator, the attorneys of record, and the parties will disclose to each other any known conflict of interest among them. Any attorney intending to substitute into the case shall be bound by this stipulation and

order and shall promptly disclose any conflict of interest with the evaluator to that attorney's prospective client and, upon substituting into the case, to opposing counsel and to the court.

If the evaluator withdraws from the evaluation, the court in this family law case shall have jurisdiction to determine the amount of any remaining payment due or refund of any deposit made for the evaluation. If the evaluator withdraws from the evaluation, the evaluator's entire file, including but not limited to interview notes, correspondence, administrative data, test materials and profiles, collateral data and all written or recorded observational of other matter collected by the evaluator in furtherance of the evaluation will not be available to the parties or their attorneys, but shall be retained by the evaluator to be released only as directed by court order. Upon withdrawal, the evaluator shall no longer be subject to subpoena in the case and cannot be called to render an opinion or testify at deposition, at a trial or at any other hearing in the case. If the evaluator withdraws from the case the evaluator and the evaluator's staff and consultants shall nonetheless retain their court ordered and statutory quasi-judicial immunity.

Information contained in the file may be released in the above-captioned Family Law matter only by subpoena or Court Order. There shall be a fee for file retrieval and duplicating expenses. The subpoena shall be mailed or delivered to MARY ELIZABETH LUND,

Ph.D./ANGUS STRACHAN, Ph.D. or \_\_\_\_\_ with at least fifteen (15) court days notice. Some materials may not be reproducible due to copyright laws. Counsel and parties are not permitted access to psychological test data. Psychological test data will only be released under conditions of subpoena or Court Order to a psychologist designated in the subpoena or Order as that party's expert who will review psychological test data; the evaluator, as a psychologist, may refrain from releasing test data to protect a client/patient or others from substantial harm or misuse or misrepresentation of the data or the test, recognizing that in many instances, release of confidential information under these circumstances is regulated by law.

The evaluator and/or evaluator's consultants may only be called upon to testify as expert witnesses (not as percipient witnesses) in deposition and/or at trial in the above-captioned case in the Family Law Department of the Superior Court if at least one party via his or her counsel so requests and makes advance payment. Notification shall be by subpoena and delivered or mailed directly to MARY ELIZABETH LUND, Ph.D., ANGUS STRACHAN, Ph.D., or \_\_\_\_\_ with the fee at least fifteen (15) court days in advance of deposition or trial date. The fee for deposition or court testimony is \$4,000.00 per day. An exact date and times of testimony must be scheduled; the evaluator shall not make arrangements to be on call. Expert

ctestimony fees are charged for a full day of the evaluator's time unless the evaluator specifically agrees to appear for a half day at the rate of \$2500.00 for four (4) hours. There will be a preparation fee of \$2250 for each appearance, whether half-day or full-day. Any appearance time required beyond the first day shall be billed at the same daily rate and is payable prior to testimony. If the appearance at trial or deposition is canceled 72 hours in advance, excluding Saturdays, Sundays, and holidays, the entire deposit shall be refunded. If the appearance is canceled with less than 72 hours notification, but in sufficient time so that the evaluator does not come to court or deposition, one-half of the deposit shall be refunded. There is no refund for cancellations received on the day of the scheduled appearance.

If the evaluator is requested to review his or her deposition related to the above captioned case, the attorney making that request shall furnish the transcript. The fee for review is \$4.50 per page and shall be paid by Cashier's Check or Money Order at the time the deposition is submitted for review.

All information gathered for the pending child custody evaluation is restricted to the Family Law Department of The Superior Court and shall not be released for any other purpose or matter except by court order.

The evaluator or the evaluator's consultants shall not be called upon to testify in any other matter related or unrelated to



the above-captioned case or as a percipient witness in this matter.

The parties agree that they shall indemnify and hold the evaluator, Lund & Strachan, Inc., the evaluator's assistants, consultants, and the staff of the evaluator's office harmless from any claims, demands, causes of action, damages of loss or any kind whatsoever resulting from procedures, testing, conclusions, recommendations, reports, or testimony in connection with the psychiatric/psychological child custody evaluation. The evaluator shall be engaged in an arbitral function for the Judiciary and shall be entitled to and shall be deemed to possess and hold all common law and statutory privileges and indemnities available. The evaluator is not responsible for the outcome of the legal proceedings.

Counsel may discuss and/or review the contents of the report with the parties, but they may not provide the parties with a photocopy or the original thereof for purposes of photocopying or otherwise retaining in their personal possession.

The evaluator's report shall be received in evidence without foundation or objection, subject to cross-examination and the right of the parties to challenge the findings and conclusions of the evaluator and to examine him or her at an evidentiary proceeding. The report shall be sealed and inspected by no one except counsel of record, the parties, consultants to counsel, or

any subsequent child custody evaluator without prior Order of the Court.

This stipulation and Order may be signed via facsimile signature, which shall be deemed to be original signatures.

IT IS SO STIPULATED.

_____ Print Petitioner Name	_____ Petitioner Signature	_____ Date
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_____ Print Respondent Name	_____ Respondent Signature	_____ Date
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_____ Print Counsel for Petitioner's Name	_____ Counsel for Petitioner's Signature	_____ Date
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_____ Print Counsel for Respondent's Name	_____ Counsel for Respondent's Signature	_____ Date
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ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT