

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address) Jac F. Pouliot Law Office of Jac F. Pouliot 4025 Camino del Rio South Suite 300 San Diego, CA 92108 TELEPHONE NO.: (619) 542-7737 FAX NO. (optional): ATTORNEY FOR (Name): Clifford L. Roepke		FOR COURT USE ONLY FILED Clerk of the Superior Court NOV 29 2007 By: S. Hudson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 Sixth Avenue MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Family Law - Central		
PETITIONER/PLAINTIFF: MICHELE LALLY RESPONDENT/DEFENDANT: CLIFFORD ROEPKE OTHER:		
FINDINGS AND ORDER AFTER HEARING		CASE NUMBER: D472021

1. This proceeding was heard
 on (date): October 16, 2007 at (time): 1:45 p.m. in Dept.: F-6 Room:
 by Judge (name): Lisa Foster ☐ Temporary Judge

☒ Petitioner/plaintiff present ☒ Attorney present (name): Richard M. Renkin
☒ Respondent/defendant present ☒ Attorney present (name): Jac F. Pouliot
☒ Other present ☒ Attorney present (name): Terence M. Chucas, minor's counsel
 On the order to show cause or motion filed (date): August 7, 2007 by (name): Clifford Roepke

2. THE COURT ORDERS

3. Custody and visitation: ☒ As attached on form FL-341 ☐ Not applicable
4. Child support: ☐ As attached on form FL-342 ☒ Not applicable
5. Spousal or family support: ☐ As attached on form FL-343 ☒ Not applicable
6. Property orders: ☐ As attached on form FL-344 ☒ Not applicable
7. Other orders: ☒ As attached ☐ Not applicable

8. ☒ Attorney fees (specify amount): \$ 5,000

Payable to (name and address): Richard M. Renkin, 2635 Camino del Rio South, Suite 108, San Diego, CA 92108

Payable ☐ forthwith ☒ other (specify): from Respondent's share of the proceeds from the sale of residence at 3693 Caminito Cielo Del Mar, San Diego, CA 92130

9. All other issues are reserved until further order of court.

Date: NOV 29 2007

JUDGE FOSTER

JUDICIAL OFFICER

Approved as conforming to court order.

SIGNATURE OF ATTORNEY FOR ☒ PETITIONER / PLAINTIFF ☐ RESPONDENT / DEFENDANT
 Richard M. Renkin

Terence M. Chucas, minor's counsel

PETITIONER/PLAINTIFF: MICHELE LALLY	CASE NUMBER: D472021
RESPONDENT/DEFENDANT: CLIFFORD ROEPKE	

CHILD CUSTODY AND VISITATION ORDER ATTACHMENT

- TO ☒ Findings and Order After Hearing ☐ Judgment
☐ Stipulation and Order for Custody and/or Visitation of Children
☐ Other (specify):

1. ☒ **Custody.** Custody of the minor children of the parties is awarded as follows:

<u>Child's name</u>	<u>Date of birth</u>	<u>Legal custody to</u> (person who makes decisions about health, education, etc.)	<u>Physical custody to</u> (person with whom the child lives)
Oliver Lally-Roepke	6/30/199	see Attachment	see Attachment

2. ☐ **Visitation**

- a. ☐ Reasonable right of visitation to the party without physical custody (**not appropriate in cases involving domestic violence**)
b. ☐ See the attached _____ -page document dated (specify date):
c. ☐ The parties will go to mediation at (specify location):
d. ☐ No visitation
e. ☐ Visitation for the ☐ petitioner ☐ respondent will be as follows:

- (1) ☐ **Weekends starting (date):**

(The first weekend of the month is the first weekend with a Saturday.)

☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th weekend of the month

from _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

to _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

- (a) ☐ The parents will alternate the fifth weekends, with the ☐ petitioner ☐ respondent having the initial fifth weekend, which starts (date):

- (b) ☐ The petitioner will have fifth weekends in ☐ odd ☐ even months.

- (2) ☐ **Alternate weekends starting (date):**

The ☐ petitioner ☐ respondent will have the children with him or her during the period

from _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

to _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

- (3) ☐ **Weekdays starting (date):**

The ☐ petitioner ☐ respondent will have the children with him or her during the period

from _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

to _____ at _____ ☐ a.m. ☐ p.m.
(day of week) (time)

- (4) ☐ **Other (specify days and times as well as any additional restrictions):**

☐ See Attachment 2e(4).

1 **1. MODIFICATION OF JUDGMENT OF DISSOLUTION.** Paragraphs 4 through 13 of the
2 Judgment of Dissolution of Marriage of the parties are hereby deleted and replaced with the
3 following provisions 2 through 19.
4

5 **2. CHILD SHARING.**

6 a. The parties shall exert every reasonable effort to foster feelings of affection between
7 themselves and the child, recognizing that frequent and continuing association and
8 communication of both parties with a child is in furtherance of the best interests and welfare
9 of the child.
10

11 b. In exercising the sharing of physical custody, the parties shall work towards a flexible co-
12 parenting arrangement which is in the best interest of the minor child. In exercising joint
13 physical custody, the following specific provisions shall control and take precedence over the
14 general time sharing provisions set forth above:
15

16 i. The parents shall share joint legal custody, which means that both parents shall share the
17 right and responsibility to make decisions relating to the health, education, and welfare
18 of their child.
19

20 ii. Each parent shall have access to medical and school records pertaining to the child and
21 be permitted to independently consult with any and all professionals involved with the
22 child. It is each parent's responsibility to request school calendars, progress reports,
23 report cards and parent-teacher conferences directly from the school.
24

25 iii. Each parent shall be empowered to obtain emergency health care for the child without
26 the consent of the other parent. Each parent is to notify the other parent as soon as
27 reasonably possible of any illness requiring medical attention or any emergency
28 involving the child.

- 1 iv. The parties agree that the minor child's name for all purposes shall be Oliver Lally-
2 Roepke.
3
4 v. The parties shall share joint physical custody of the minor child.
5
6 vi. The parenting of the child shall be shared as follows: During school time, the parties
7 shall share the minor child on a week-on/week-off basis with the exchanges taking place
8 on Fridays after school. When school exchanges are impractical, the receiving party shall
9 pick up the minor child curbside at the home of the other party. During non-school time
10 the parties shall share the minor child on a two-week period rotation with each parent
11 alternating time with the minor child every two weeks. The non-school schedule shall
12 supercede the school schedule. The existence of the school schedule and the non-school
13 schedule may mean that from time to time a party will have the minor child in his/her
14 care for a number of weekends in a row. If Petitioner had the minor child in her care for
15 the last weekend on non-school time, then Respondent shall have the minor child in his
16 care for the first weekend of school time. Conversely, if Respondent had the minor child
17 in his care for the last weekend on non-school time, then Petitioner shall have the minor
18 child in her care for the first weekend of school time.
19
20 vii. Holiday schedules shall take precedence over the regular parenting schedule, which shall
21 resume after the holiday is over. In absence of other agreement by the parents, specific
22 holiday schedules shall be as follows:
23
24 (1) Computation of holiday period: The total number of days and hours, beginning with
25 dismissal from school for the holiday and ending at 7:00 p.m. the evening before
26 school following the holiday, shall be counted. The total number of days and hours
27 shall then be counted and the mid point day at 9:00 a.m. shall be the exchange time.
28

- 1 (2) Winter Break: The Winter break shall be defined to begin at school dismissal on the
2 last day of school and end at 7:00 p.m. on the evening before school resumes. In odd-
3 numbered years Oliver shall be with his father for one half of the break (the one-half
4 containing New Year's Eve and New Year's Day), and with his mother for the half
5 containing Christmas Eve and Christmas Day. In even-numbered years, this schedule
6 shall reverse.
7
8
9 (3) Spring Break: The Spring break shall be defined to begin at school dismissal on the
10 last day of school and end at 7:00 p.m. the evening before school resumes. In
11 odd-numbered years the child shall be with the mother for the first half of the break
12 from school dismissal on the last day of school, and with his father for the second half
13 until 7:00 p.m. the evening before school resumes. In even-numbered years this
14 schedule shall reverse.
15
16 (4) Mother's Day/Father's Day: The child shall be in the care of the parent being honored
17 by the holiday. The respective parent's time shall begin on Saturday at 5:00 p.m. the
18 day prior to the holiday and continue until the holiday Sunday at 7:00 p.m.
19
20 (5) Fourth of July: In odd-numbered years the child shall be with the mother (from 12
21 noon until 10 p.m. In even numbered years he shall be with his father for the same
22 time period.
23
24 (6) Thanksgiving: In odd-numbered years the child shall be with the father from
25 Wednesday after school until 7:00 p.m. the evening before school resumes. In even-
26 numbered years Oliver shall be with his mother.
27
28 (7) Child's Birthdays: In odd-numbered years, Oliver shall be with the father from 9:00
a.m. until 7:00 p.m. In even-numbered years he shall be with his -mother.

(8) Three-day holidays not already addressed shall be spent with the parent who would normally have that weekend and the weekend shall be extended by 24 hours.

viii. Pursuant to the agreement of the parties and notwithstanding the existence of the above non-school time schedule, the parties shall continue the week-on/week-off schedule through the Thanksgiving 2007 break and Winter break 2007. This means that the parties shall share the minor child pursuant to the following schedule between October 19, 2007, and January 4, 2008:

- (1) The minor child shall be with Respondent from after school on October 19, 2007, until October 26, 2007.
- (2) The minor child shall be with Petitioner from after school on October 26, 2007, until November 2, 2007.
- (3) The minor child shall be with Respondent from after school on November 2, 2007, until November 9, 2007.
- (4) The minor child shall be with Petitioner from after school on November 9, 2007, until November 16, 2007.
- (5) The minor child shall be with Respondent from after school on November 16, 2007, until noon November 23, 2007.
- (6) The minor child shall be with Petitioner from noon on November 23, 2007, until after school November 30, 2007.
- (7) The minor child shall be with Respondent from after school on November 30, 2007, until after school December 7, 2007.
- (8) The minor child shall be with Petitioner from after school on December 7, 2007, until after school December 14, 2007.

- 1 (9) The minor child shall be with Respondent from after school on December 14, 2007,
2 until 9:00 a.m. December 21, 2007.
3
- 4 (10) The minor child shall be with Petitioner from 9:00 a.m. December 21, 2007, until 9:00
5 a.m. December 28, 2007.
6
- 7 (11) The minor child shall be with Respondent from 9:00 a.m. December 28, 2007, until
8 after school on January 4, 2008.
9
- 10 (12) After January 4, 2008, the parties shall share the minor child pursuant to the existing
11 order.
12
- 13 ix. The provisions of sub-paragraph viii above do not modify the vacation schedule other
14 than the vacation schedule for Thanksgiving and Winter Break 2007.
15
- 16 x. Either parent may take a traveling vacation with the child each year of up to three weeks
17 however no vacation shall be for a period greater than two consecutive weeks. They
18 shall notify the other parent in writing of their vacation plans a minimum of thirty days
19 prior to departure and provide the other parent with a basic itinerary to include dates of
20 departure and return, destinations, flight information and telephone numbers for
21 emergency purposes. The vacationing parent shall not schedule the vacation during the
22 other parent's scheduled custodial time with the child, unless agreed upon in writing in
23 advance by both parents.
24
- 25 xi. When either parent wishes to travel with the child outside the County of San Diego for
26 overnight or longer during their parenting time, the other parent shall be given prior
27 notice of date and time, destination and an emergency telephone number.
28
- xii. Neither parent shall make negative statements about the other parent in the presence or
hearing of the child, question the child about the other parent, or use the child for

communication about adult business. The child shall not be exposed to court papers or disputes between the parents, and each parent shall make every possible effort to ensure that other people comply with this order also.

xiii. Each parent shall always keep the other informed of his/her address and telephone numbers and shall notify the other parent within 24 hours of any changes.

xiv. At least 24 hours notice of any schedule change shall be given to the other parent.

xv. Neither parent shall schedule activities for the child during the other parent's scheduled parenting time without the other parent's prior agreement.

xvi. Neither parent shall move the residence of the child out of San Diego County without giving the other parent a 60-day advance written notice and obtaining the other parent's written permission prior to the move or an order of the Court granting to move.

xvii. Neither parent shall drive or operate a motor vehicle while having physical custody of the minor child with an amount of alcohol measured at a level that would impair driving.

3. **CHILD CARE - RIGHT OF FIRST REFUSAL.** If a party will be unable to be home to care for the child during a period when that parent is scheduled to have the child overnight, that parent shall give the other parent 24 hours written notice and the opportunity to care for the child during that party's absence. This provision does not apply when the child is out of town with a parent with the consent of the other parent as provided in this agreement.

4. **EXTRA-CURRICULAR ACTIVITIES.** Neither party shall enroll the child in sports, recreational or other activities without the consent of the other party, which consent shall not be unreasonably withheld. Each party shall have input about the suitability of the activity and in coordinating the schedules of the child between the two households. Once a child is so enrolled,

each party shall make all reasonable efforts to ensure the child's participation in the activities.

5. PICK UP/DROP OFF AND TRANSPORTATION RESPONSIBILITY. The party

commencing exercise of child sharing shall be responsible for the child's transportation from the school or the other party's home, as applicable, to his or her home.

6. EXCLUSIVE FORUM. All future litigation involving child custody, child sharing or visitation

shall take place within the State of California and under the laws governing the State of

California. Any attempt by either Husband or Wife to initiate litigation outside the State of

California shall require the party instituting that litigation to pay reasonable attorney's fees and costs, together with travel expenses, on behalf of the party defending the litigation.

7. TELEPHONE. When the minor child is with each respective parent, telephone calls with the

non-custodial parent shall be limited to one per day. Oliver may call the other parent between

6:00 p.m. and 6:30 p.m. or the other parent may call him. At Mr. Roepke's residence, the father

shall provide a cell phone for the child. In this regard, Ms. Lally shall have the answering

machine off during the specified time frame and Oliver is to be available to speak with his

father.

8. PARENTAL COMMUNICATION. To facilitate communication between the parties

regarding the children, each party shall obtain and maintain a fax machine and an e-mail account

if required by minor's counsel. Each party is responsible for paying the costs associated with

their e-mail account and fax machine and shall ensure it is in continuous working order. Each

party shall use their e-mail account or fax machine to provide the other party with all notices

required by this Agreement and all information regarding the child's schedules, appointments

and welfare.

9. PROFESSIONAL APPOINTMENTS. The parties agree that one or both parents may be

1 present at any professional appointment regarding the child. The parties agree that each of them
2 shall have the right to make professional appointments on an as-needed basis, but shall notify
3 the other party of the appointment, in writing, as soon as it is feasible to do so, to allow the other
4 parent to give input and to arrange to attend the appointment.
5

6 10. **AUTHORIZATIONS.** Each party shall execute any and all authorizations or other
7 documents required so that the other party may inquire of the school attended by the minor
8 child or of the minor child's physicians or counselors concerning the minor child's progress,
9 welfare, condition and status and make any other reasonable and necessary inquiries
10 regarding the child.
11

12 11. **THERAPY FOR MINOR CHILD.** The minor child shall continue to see Dr. Christopher
13 A. Miller, Ph.D. for individual therapy at least monthly if not twice per month. In case of an
14 alleged incident of mistreatment, Dr. Miller shall be consulted first prior to going to any other
15 agency. If the psychologist feels that the child is at risk, he is to take appropriate action. Dr.
16 Miller shall be provided with a copy of the Judgment of Dissolution entered on February 14,
17 2007, and with copies of both Psychological Evaluations reports and recommendations by Dr.
18 Doyne. He shall further be provided with any pleading previously filed in this matter as he
19 deems appropriate. The parties shall equally share the fees of Dr. Miller.
20

21 12. The services of Dr. Miller shall be discontinued if recommended in writing by Dr. Miller and
22 upon the agreement of both parties.
23

24 13. **THERAPY FOR PARTIES.** Petitioner shall be in individual therapy for a minimum of
25 twice per month for six months until released, by a licensed mental health professional who
26 should be afforded a full copy of both evaluation reports of Dr. Stephen Doyne with
27 appropriate signed releases. Petitioner is to work on boundary issues and to reduce
28

1 enmeshment with the minor child.

2
3 14. Respondent shall be in individual therapy for a minimum of twice per month for six months
4 until released, by a licensed mental health professional who should be afforded a full copy of
5 both reports of Dr. Stephen Doyne with appropriate signed releases. Respondent is to work on
6 healthier ways of dealing with his frustration more effectively and other issues outlined in Dr.
7 Doyne's evaluation reports.

8
9 15. Each party shall be responsible for the cost of his/her own therapy

10 16. **APPOINTMENT OF MINOR'S COUNSEL.** The Court appoints Terence M. Chucas as
11 minor's counsel under the provisions of Family Code §§ 3150 *et seq.* Minor's counsel shall
12 perform his duties according to the following guidelines:

13
14 a. Minor's counsel shall interview the minor child in the home of Petitioner and in the home of
15 Respondent.

16
17 b. Minor's counsel shall take no further action in the case unless contacted by Petitioner,
18 Respondent or the minor's therapist. If contacted, minor's counsel shall conduct his
19 investigation in the following manner:

20 i. Minor's counsel shall be provided with a copy of all communications between the
21 parties concerning the problem that he has been asked to address.

22
23 ii. Minor's counsel shall interview the minor child.

24 iii. Minor's counsel shall meet with Petitioner and Respondent in his office.

25
26 iv. Minor's counsel, at his discretion, will interview other third parties that have relevant
27 information pertaining to the problem.

28 v. Minor's counsel shall review the Court's file.

vi. Minor's counsel shall prepare a report to counsel for the parties in which he will set

1 forth the problem and his recommended solution to the problem.

2
3 c. After receiving minor's counsel's recommendation, either party may seek court review of the
4 recommendation.

5 d. Minor's counsel's recommendation shall be filed with the court and the issuance of minor's
6 counsel's recommendation shall be a condition precedent to either party filing a motion with
7 the court to modify any of the existing child sharing orders.

8
9 17. **COMMUNICATION BETWEEN PARTIES.** Before the parties contact minor's counsel,
10 they shall attempt to resolve any dispute directly with each other. They shall communicate via
11 facsimile or via email message if directed by minor's counsel. The party alleging a problem
12 shall identify the problem and propose a solution to the problem. The other party shall
13 respond in writing and shall state their proposed solution to the problem. If, after attempting
14 to resolve the problem between themselves, the parties are not successful in finding a solution
15 to the problem, minor's counsel shall be contacted.

16
17
18 18. **MODE OF COMMUNICATION.** If the parties, after making a good faith effort to
19 communicate by facsimile, are having difficulty communicating via facsimile, then minor's
20 counsel shall have the discretion to demand that the parties communicate via email messages.

21 19. **MINOR'S COUNSEL'S FEES.** Terence M. Chucas shall be paid as an initial retainer the
22 sum of eight hundred dollars (\$800) forthwith by Respondent. Terence M. Chucas shall be
23 paid as an initial retainer the sum of two hundred dollars (\$200) forthwith by Petitioner. The
24 hourly rate of Terence M. Chucas shall be \$225. If either party contacts minor's counsel with
25 a problem, Respondent shall then pay to minor's counsel the sum of one thousand five
26 hundred dollars (\$1,500) forthwith and Petitioner shall then pay to minor's counsel the sum
27 of five hundred dollars (\$500) forthwith. The Court reserves jurisdiction to reallocate these
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1 fees if either party believes that the other unnecessarily contacted minor's counsel.

2
3 20. **PROPERTY LISTING.** The property of the parties, located at 3693 Caminito Cielo Del
4 Mar, San Diego, CA 92130 ("the property"), is currently listed with a licensed real estate
5 broker selected by the parties.

6 21. The real estate listing assigned to the property shall recommended a listing price in writing
7 and that suggested listing price shall prevail for thirty (30) days.

8
9 22. If no offer is received on the property during this 30-day period, the real estate agent shall
10 send another written recommendation for a suggested listing price which shall then become
11 effective for the following thirty (30) days. This readjustment of the listing price shall take
12 place every thirty (30) days until an offer acceptable to the parties has been received.

13
14 23. If, by January 1, 2008, the property has not been sold or is not pending sales escrow, either
15 party can then appear on an *ex parte* basis to have the Court address the issue.

16 NOTHING FOLLOWS.
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