

1 Telephone:
2 Facsimile:
3 Attorney for Petitioner

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5 Telephone:
6 Facsimile:
7 Attorney for Respondent

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 In Re the Marriage of:

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28)
v. Petitioner

Respondent

CASE NO.

STIPULATION AND ORDER FOR
CUSTODY EVALUATION BY CARL F.
HOPPE, Ph.D. (PSY 4070)

1. PURSUANT TO EVIDENCE CODE 730, IT IS HEREBY ORDERED AND
STIPULATED BY and between the parties, through their respective attorneys of record that Carl
F. Hoppe, Ph.D., will interview the parties and the minor child(ren) (Insert children's names,
dates of birth and names of any stepparents or significant others): _____

and any other person(s) deemed advisable by Dr. Hoppe for the purpose of making findings and
recommendations to the Court RE: Custody _____, Visitation _____, Other (Please Specify the

1 scope of this report. Attach additional page(s) as needed.)

2 _____
3 _____
4
5 **2. A Minimum Fee Deposit of \$7,500.00 is required and must be deposited with Dr.**
6 **Hoppe along with this Stipulation/Court Order prior to beginning the evaluation.** The
7 entire fee is based on the number of people interviewed and evaluated, as well as the number of
8 hours needed to prepare and dictate the report. The fee may exceed the minimum estimate. This
9 estimate does _____ does not _____ include an estimate for personality testing. All counsel and
10 the parties agree to contact Carl F. Hoppe, Ph.D., to arrange to pay the minimum estimated fee
11 promptly after the date of signing the Stipulation and obtaining the Court Order. Time is of the
12 essence.

13
14 3. The fee for the evaluation is determined at the hourly rate of \$350.00 per hour, which
15 includes interview sessions, telephone conversations, obtaining data, psychological testing, home
16 visits, review of documents, report preparation and dictation, and all travel time or other time
17 associated therewith. After the Minimum Fee Deposit is depleted, the evaluator will provide
18 estimates of further procedures and request subsequent Fee Deposits. The evaluator may suspend
19 work on the evaluation until a subsequent Fee Deposit is received. When the evaluation report is
20 complete, the parties shall be notified of any other fees due or refunds to the parties. The report
21 shall not be released to the Court and attorneys of record until all fees are paid to the evaluator
22 and any personal checks have cleared. When the report is released, the evaluator will provide
23 details of professional time and other charges for the evaluation. If a credit card is used for
24 payment, there will be an additional 3% convenience charge to cover bank costs to the evaluator.

25 //

1 4. The charge for typing reports and related material is \$40.00 per hour. All out-of-
2 pocket charges for typing, messenger services, facsimile transmissions, consultants paid by
3 Hoppe, etc. will be charged back to the client(s).

4
5 5. The fees for the evaluation shall be paid as follows: (check one): Petitioner _____
6 Respondent _____ ½ by each party _____ Other (please describe) _____. The
7 Court may _____ may not _____ adjust responsibility for fees at the time of the hearing. The
8 parties and their attorneys acknowledge that by engaging the services of evaluator, the fees
9 quoted in this document are reasonable and appropriate fees for the services anticipated for this
10 quasi-judicial function.

11
12 6a. Payment for fees are to be made to CARL F. HOPPE, Ph.D., 10801 National Blvd,
13 Suite 225, Los Angeles CA 90064. The parties will be scheduled for the first available
14 appointment after receipt of total fee deposit, The Detailed History Questionnaires and the
15 conformed Stipulation/Court Order.

16
17 6b. The parties shall submit original and two copies of their Detailed History
18 Questionnaire and the Potential Collateral Contact List before the first day of evaluation
19 appointments. The evaluator will give the other party the two copies of these forms or they can
20 be obtained at the website carlhoppe.com. It is the responsibility of each party to provide his/her
21 attorney copies of these forms from both parties. If either party furnishes any additional material
22 to the evaluator, they shall provide copies to the other party and for the other party's counsel.

23
24 6c. Additional materials shall not be submitted later than six weeks from the time of the
25 first appointment, subject to the discretion of the evaluator. Copies of materials should be
26 submitted to the evaluator. The evaluator shall not be held responsible for receipt of originals of
27

1 any materials nor for ensuring that parties have provided copies to opposing counsel.

2
3 6d. If video-taped or audio-taped material is submitted, it is up to the parties' counsel to
4 determine whether such taping was done legally and can be provided to the evaluator. The
5 evaluator has the right to determine, in his professional opinion, the information that he deems
6 significant and relevant to the custody matter and the procedures necessary to obtain that
7 information. If the evaluator learns that a child may wish to address the Court, he will advise the
8 Court and counsel of this. The evaluator will provide no further details until the evaluation is
9 complete.

10
11 7. After the fee deposit has been received, any cancellation of the evaluation will result in
12 a \$500.00 administrative fee, which will be deducted from the fee deposit. The remaining fee
13 deposit will be returned upon receipt in writing indicating that the evaluation is no longer
14 ordered.

15
16 8. Any cancellation of evaluation must be through the parties' and their attorneys' joint
17 written stipulation and Court Order and must reach Dr. Hoppe's office ten (10) days prior to the
18 first appointment date, excluding holidays, to avoid fees for cancellation or missed appointments.

19
20 9. Notice of any cancellation of appointments must reach Dr. Hoppe seven (7) days
21 before any scheduled appointment. In the event any person (including children) fails to appear at
22 the time of the scheduled appointment or cancels late, there will be a missed appointment or
23 cancellation fee. Appointments not cancelled within seven days of the appointed time shall be
24 charged as one hour of the evaluator's time.

25
26 10. When deemed advisable by Dr. Hoppe the parties and/or child(ren) shall submit to
27

1 psychological tests, drug/alcohol tests, home visits, and/or other procedures to be conducted by
2 Dr. Hoppe or other individuals designated by Dr. Hoppe. (Psychological tests may raise
3 questions about the validity of some allegations about personality functioning or the evaluator's
4 preliminary understandings of the custody impasse. Psychological tests can raise alternative
5 hypotheses about the individuals. Psychological tests also can help put into words qualities
6 poorly articulated or point to further areas of exploration. Because the interpretation of test
7 patterns have been written long before the tests are administered, the test results are like a second
8 opinion. As such, they also comprise a check on possible evaluator bias.) Any additional cost of
9 such procedures shall be paid directly to the individual or institution conducting that part of the
10 evaluation and shall be so paid in advance. The arrangement between the parties for paying Dr.
11 Hoppe applies to paying other experts designated by Dr. Hoppe. Any assistants or consultants to
12 the evaluator shall be deemed to perform an arbitral function and have the same quasi-judicial
13 immunity that applies to the evaluator. If consultants are called as witnesses in the case, they
14 shall be treated as expert witnesses.

15
16 11. The report shall be released only after payment of all fees, which are due within five
17 days of notification, excluding Saturdays, Sundays and holidays. Unless the evaluator agrees
18 otherwise, a cashier's check, money order or attorney's trust account check is required for final
19 payment before release of report.

20
21 12. The parties shall cooperate with Dr. Hoppe in all matters in connection to the
22 aforesaid evaluation, including but not limited to, scheduling and keeping appointments,
23 providing information relevant to the evaluation, participating in psychological testing, substance
24 abuse testing or other means of assessment as Dr. Hoppe deems appropriate.

25
26 13. Dr. Hoppe has the right to determine the information he deems significant and
27

1 relevant to the custody evaluation.
2

3 14. Any and all information gathered in this child custody evaluation is restricted to the
4 Family Law matter pending before the Superior Court and shall not be released for any other
5 purposes or matter, unless the hearer of fact orders the file to be open. It is the responsibility of
6 the parties and their attorneys to move that the Court file in this matter be sealed. Copies of
7 records or of the report can be released only after duly served subpoena or Court Order.
8

9 15. Dr. Hoppe is permitted to consult with or exchange information with other
10 professionals, without giving identification of the parties, in conducting this evaluation and
11 preparing the report.
12

13 16. Each party hereby waives all statutory and non-statutory privileges, including his/her
14 doctor-patient and psychotherapist-patient privilege and each child's doctor-patient and
15 psychotherapist-patient privilege so as to permit the evaluator to have access to health, mental
16 health, education, employment, and other similar records and to confer with health care
17 providers, therapists, educators, and other persons whom Dr. Hoppe believes are necessary for
18 the purpose of performing the evaluation, and hereby releases them to confer with Dr. Hoppe.
19 This waiver excludes the attorney-client privilege. To the extent necessary, each party also
20 agrees to sign all authorizations to provide Dr. Hoppe access to such records or persons.
21

22 17. Dr. Hoppe and/or any of his consultants may be called to testify as expert witnesses
23 (but not as percipient witnesses) in deposition or at trial in the above captioned case or any other
24 matter related to the above-captioned case if and only if at least one party through his/her
25 attorney provides a duly served subpoena and also makes advanced payment by means of a
26 cashier's check, money order or attorney's trust account check. The fee for trial testimony shall
27

1 be \$4,000.00 per day or portion thereof. A half-day is defined by the Court's noon session or
2 evening recess. The fee for deposition is based on \$350.00 per hour payable not less than ten
3 (10) calendar days in advance. There will be a preparation fee of \$1900.00 for each appearance,
4 whether half-day or full-day. The party calling Dr. Hoppe or any of his consultants as an expert
5 witness is fully responsible for his fee. Deposition and trial fees are fully refundable if notice of
6 cancellation is received five (5) days in advance, excluding Saturdays, Sundays, and holidays. In
7 the event of fewer days notice, but sufficient notice so that the evaluator does not come to
8 deposition or Court, one half the fee will be refunded. There is no refund for cancellations
9 received on the day of the scheduled appearance

10
11 18. If Dr. Hoppe is requested to review his deposition, the attorney making that request
12 will provide to him the transcript of his deposition. The fee for review of a deposition transcript
13 is \$3.50 per page to be paid by cashier's check, money order or attorney's trust account check
14 when the deposition transcript is submitted for review.

15
16 19. Dr. Hoppe and/or his consultants shall not be called to testify in any matter related to
17 this case as a percipient witness.

18
19 20. It is stipulated that any Subpoena requiring the appearance of Dr. Hoppe for a trial or
20 deposition will be hand delivered to Hoppe at his office, at least ten (10) days before the
21 appearance date.

22
23 21. It is further stipulated that the party requiring Dr. Hoppe's appearance shall deposit
24 \$4,000.00 by cashier's check or money order with the subpoena to Dr. Hoppe at least ten (10)
25 Court days prior to the appearance date to cover one day of expert witness fees. Any appearance
26 time required beyond the first day shall be billed at the same daily rate and shall be paid by the

1 same party prior to any additional Court appearance.

2
3 22. If the appearance at trial or deposition is canceled seven (7) days in advance
4 excluding Saturdays, Sundays or holidays, the entire deposit for expert testimony will be
5 refunded. If the appearance is canceled with less than seven (7) days notification, but in
6 sufficient time so that Dr. Hoppe does not come to Court or deposition, one-half the deposit will
7 be refunded. There will be no refund for cancellations received on the day of the scheduled
8 appearance.

9
10 23. The parties agree that they shall indemnify and hold Dr. Hoppe, his staff, and any of
11 his consultants used in this evaluation harmless from any damage or loss resulting from
12 procedures, testing, conclusions, recommendations, testimony, or report, in connection with the
13 evaluation as a result of this Stipulation/Order.

14
15 24. Dr. Hoppe will be engaged in an arbitral function for the Judiciary and shall be entitled
16 to all common law and statutory indemnity. Dr. Hoppe is not responsible for the outcome of the
17 legal proceedings.

18
19 25. Counsel may discuss and review the contents of the report with the parties, but may
20 not provide the parties with a photocopy or the original report for purposes of photocopying or
21 otherwise retaining the report in their personal possession. It is acknowledged that the report or
22 communications to or from other professionals may include terms used between professionals,
23 such as diagnostic nomenclature, that may seem inflammatory to non-professionals.

24
25 26. (Sanchez waiver.) The attorneys and parties acknowledge that the guidelines of the
26 Association for Family and Conciliation Courts (AFCC) and Rules of Court require evaluator to

1 use multiple sources of information. The parties hereby understand that Dr. Hoppe may form his
2 opinions and conclusions on the basis of case-specific hearsay statements which may be objected
3 to under People v. Sanchez (2016) 23 Cal.4th 665. The parties by and through their counsel
4 hereby waive said hearsay objections as to any such case specific hearsay statements relied upon
5 by Dr. Hoppe in forming his opinions and conclusions. The evaluator's report shall be received
6 in evidence without foundation or objection. The report shall be sealed and inspected by no one
7 except counsel of record without prior Order of the Court.

8
9 27. Restart fee. If for any reason the evaluation is suspended for more than ninety (90)
10 days, there may be additional fees to review records prior to restarting this evaluation.

11
12 28. Portions of the records in this matter may be stored electronically in computers used
13 for the preparation of this report. Portions of the record may be transmitted electronically for
14 typing, revision of typing or other procedures related to preparation of the report.

15
16 29. Records and confidentiality. Records not generated by Dr. Hoppe but submitted for
17 review (e.g., copies of declarations, pleadings, testimonials, tape recordings, photographs), may,
18 at Dr. Hoppe's discretion, either be returned to the litigant who submitted them or to that
19 litigant's attorney or shredded after the report has been completed. The attorneys and parties
20 agree that records in this matter will be stored by Dr. Hoppe for seven (7) years. After that time
21 records in Dr. Hoppe's possession may be destroyed. If for any reason Dr. Hoppe attains the
22 inability to retrieve records, such as fire, earthquake, failing health, etc. Dr. Hoppe and his
23 associates will be held harmless for not retrieving records.

24
25 30. In the event that Dr. Hoppe determines that direct release of the report to the parties
26 and counsel may place children, family members or others at serious risk, of immediate and
27

1 present danger, Dr. Hoppe shall deliver the report only to the Court (and minor's counsel, if any)
2 and request that the Court set an *ex parte* hearing on the Court's own motion or motion of
3 minor's counsel. The Court shall determine whether or not to set an *ex parte* hearing and
4 whether or not to require the parties to produce the children at the hearing. The latter
5 determination is required so that the Court may take such emergency precautions as the Court
6 deems appropriate under the circumstances necessary for the protection of children, family
7 members or others, pending a full hearing on the report and its recommendations. The Court
8 shall further determine whether to release the report and its recommendations to the parties
9 before an *ex parte* hearing or at an *ex parte* hearing. The Court finds that this procedure
10 constitutes an emergency exception to the statutory requirement that the parties have access to
11 the report for ten (10) days prior to the Court's hearing. Risks necessitating use of this provision
12 shall include abduction of the child(ren), punitive action directed towards the child(ren),
13 exposure of the child(ren) to inappropriate information or pressure, which would subject the
14 child(ren) to immediate and present harm, or danger. Further risks include run-away, possible
15 suicide, possible decompensation, exacerbation of symptoms of mental illness and other similar
16 risks of immediate and present harm or danger. At the *ex parte* hearing, if any, the Court may
17 make such orders and take such protective actions as permitted under statute for granting relief *ex*
18 *parte*, including but not limited to referral for mental health care, temporary changes of custody
19 and visitation, and parental conduct or issuance of restraining orders.

20
21 31. The evaluator may withdraw from the case at any time prior to submitting the
22 evaluation report to the Court, if there is good cause to do so. Good cause shall include but is not
23 limited to: Illness or the discovery of a conflict between the evaluator and one of the parties or
24 their attorneys. The evaluator, the attorneys of record, and the parties will disclose to each other
25 any known conflict of interest among them. Any attorney intending to substitute into the case
26 shall be bound by this stipulation and Custody evaluation stipulation and order. Dr. Hoppe shall
27 promptly disclose any conflict of interest with the evaluator to that attorney's prospective client
28

1 and, upon substituting into the case, to opposing counsel and to the Court. If the evaluator
2 withdraws from the evaluation, the Court in this family law case shall have jurisdiction to
3 determine the amount of any remaining payment due or refund of any deposit made for the
4 evaluation. If the evaluator withdraws from the evaluation, the evaluator's entire file, including
5 but not limited to interview notes, correspondence, administrative data, test materials and
6 profiles, collateral data and all written or recorded observational of other matter collected by the
7 evaluator in furtherance of the evaluation will not be available to the parties or their attorneys,
8 but shall be retained by the evaluator to be released only as directed by Court Order. Upon
9 withdrawal, the evaluator shall no longer be subject to subpoena in the case and cannot be called
10 to render an opinion or testify at deposition, at a trial or at any other hearing in the case. If the
11 evaluator withdraws from the case the evaluator and the evaluator's staff and consultants shall
12 nonetheless retain their Court ordered and statutory quasi-judicial immunity. Information
13 contained in the file may be released in the above-captioned Family Law matter only by
14 subpoena or Court Order

15
16 IT IS STIPULATED AND AGREED.

17 DATED: _____
18 PETITIONER

19 DATED: _____
20 Attorney for PETITIONER

21 DATED: _____
22 RESPONDENT

23 DATED: _____
24 Attorney for RESPONDENT

25 **ORDER**

26 **IT IS SO ORDERED.**

27 DATED: _____
28 JUDGE OF THE SUPERIOR COURT