**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

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| --- | --- |
| IN RE THE MARRIAGE OF JOHN DOE AND JANE DOE | |
| Upon the Petition of  JOHN DOE,  Petitioner,  And Concerning,  JANE DOE,  Respondent. | CASE NO. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*  **STIPULATION AND AGREEMENT** |

This matter is before the Court upon a Petition to Establish Custody, Visitation, Child Support, and Related Matters. The parties, by their signatures below, report to the Court that they have resolved the outstanding issues in this matter, and that the following facts and agreement reflect their proposed disposition of this case.

**FACTS**

The parties agree that the following facts are true and correct:

1. Petitioner’s name is John Doe; Petitioner is an adult resident of Polk County, Iowa.
2. Respondent’s name is Jane Doe; Respondent is an adult resident of Polk County, Iowa.
3. John’s attorney is Mark R. Hinshaw, 1200 Valley West Drive, Suite 208, West Des Moines, Iowa 50266.
4. Respondent is not represented by an attorney and is Pro Se/ Respondent’s attorney is \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*.
5. That the parties were married on January 1, 2000.
6. That Respondent Jane Doe, was accepted service of the Original Notice, Petition to Establish Custody, Visitation, Child Support, and Related Matters, and Family Law Case Requirements Order with minor children, as evidenced by the Acceptance of Service on file.
7. That the wife is not currently pregnant.
8. That there is one (1) child born during the parties’ relationship whose welfare may be affected by this action, namely: J.J.D. born 2004.
9. That Petitioner and Respondent have been for the last year residents of the State of Iowa in Polk County, and the maintenance of that residence has been in good faith and not for the sole purpose of bringing this action.
10. That there has been a breakdown of the marriage relationship of these parties to the extent that the legitimate objects of matrimony have been destroyed, and there remains no reasonable likelihood that the marriage can be preserved.
11. There is no reasonable likelihood that further conciliation and/or mediation efforts would preserve this marriage, and therefore, any further conciliation and/or mediation period as provided for by Iowa law should be waived by the Court.
12. That the marriage of these parties should be dissolved.
13. That they have come to a full and complete agreement as to custody, visitation, support, as well as other related matters, and a Stipulation of Custody, Visitation, Child Support, and Related Matters should now be entered.
14. That each party represents to the Court and each other that there are no undisclosed or hidden assets or debts to the best of his or her knowledge and belief. Each party certifies that to the best of his or her knowledge and belief that the other party knows the entirety of all acquired assets and debts.

**AGREEMENT**

The parties agree as follows:

1. That this Stipulation constitutes a full and complete adjustment and resolution of any and all rights, responsibilities, causes or claims, whether pled or unpled, between John Doe and Jane Doe as of the date of entry of this Stipulation and this Stipulation is dispositive of all matters between John and Jane whether arising by virtue of the relationship or otherwise, and except as hereinafter specifically preserved or provided for, terminates the right of either party to receive support from the other. The foregoing provisions shall not operate to extinguish or diminish any rights or obligations under any term of this Stipulation or limit the remedies for any breach of this Stipulation, including, but not limited to, the right of a party to receive indemnification from or a judgment against the other for breach of the terms of this Stipulation.
2. **DISSOLUTION.** The bonds of matrimony previously existing between the parties hereto, should be dissolved and held for naught, and that Petitioner, John Doe, be, and that Respondent, Jane Doe, be, and they should be granted an absolute Decree of Dissolution of Marriage and the parties should be restored the status, rights and privileges of single and unmarried persons.
3. **JOINT LEGAL CUSTODY.** Petitioner and Respondent should be awarded joint legal custody of the parties’ minor child, namely: J.J.D. born 2004. The parties both recognize and acknowledge that they are joint legal custodians of J.J.D. born 2004, and pursuant to Iowa statutory law, the parties understand that

an award of legal custody of the minor child to both parents jointly under which both parents have legal custodial rights and responsibilities toward the child and under which neither parent has legal custodial rights superior to those of the other parent. Rights and responsibilities of joint legal custody include, but are not limited to, equal participation in decisions affecting the child’s legal status, medical care, education, extracurricular activities, and religious instruction.

Iowa Code § 598.41(5).

In addition, both parties are mindful that “[t]he court shall consider the denial by one parent of the child’s opportunity for maximum continuing contact with the other parent, without just cause, a significant factor in determining the proper custody arrangement.” Iowa Code § 598.41(1)(c). Finally, the parties understand that the Court approved this Order because the Court believed it would assure the child the opportunity for the maximum continuing physical and emotional contact with both parents, and which will encourage parents to share the rights and responsibilities of raising unless direct physical harm or significant emotional harm to the child, other children, or a parent is likely to result from such contact with one parent.

* As joint legal custodians, both parents shall have legal access to information concerning the minor child including, but not limited to, medical, educational and law enforcement records.
* Both parents shall participate equally in the rights and responsibilities of legal custodians, including but not limited to, decisions affecting the child’s legal status, medical care, education, extracurricular activities, and religious training.
* The parties shall consult with each other with respect to the education, religious training, medical care, extracurricular activities relating to the child, whose well being and development shall at all times be of paramount consideration to the parties. If either of the parties shall have knowledge of any illness, accident or other matters seriously affecting the well being of the child, he or she, as the case may be, shall promptly notify the other and except in emergencies, shall not take any action without consulting the other. Specific discussion and agreement involving medical matters include, but are not limited to, both parents providing notice and an opportunity for discussion, as well as, the right to be involved in all medical treatment except for routine check-ups. Pre-planned appointments should only be made after both parties’ schedules are taken into consideration; in the event this is not possible, the party making the appointment shall notify the other as soon thereafter as the appointment is made. Both parties will be notified of any emergency needs as soon as possible.
* Involvement in educational matters will include notice and an opportunity for discussion and consulting in enrollment and participation in all extracurricular activities. Both parties shall be promptly notified by the other of school conferences, programs, open house and other school-sponsored events and programs. Each parent shall provide the other parent with a calendar of events and copies of all notices, report cards, and other progress reports from school.
* Involving extracurricular activities, the parties shall notice each other and provide an opportunity for discussion and consulting in enrollment and participation of all extracurricular activities.
* As a general rule, both parties will be named on all legal notices including school, medical, and extracurricular activities, wherein it is required to note a parent or other individual as a person to notice in the event of an emergency. Such notice will include their name, address, and telephone number.
* Each parent will support the right of the other to love and discipline the child. Disciplinary actions taken by one parent will be supported by the other parent. Disagreements about child rearing actions, schedules, or other matters involving shall be resolved between the parties outside of the presence of the child.
* Each of the parties shall act to foster feelings of affection and respect between the minor child and the other party and neither shall do anything which may estrange the minor child from the other party or impair their high regard for the other party.
* The parties shall at all times insure that the other party is kept apprised of current telephone numbers or other means of contact that will allow timely communication in case of an emergency involving the parties’ minor child.

1. **CO-PARENTING SCHEDULE.** As noted above, Petitioner and Respondent should be awarded joint legal custody and joint physical care of their minor child, namely: J.J.D. born 2004. The parties understand that

joint physical care means an award of physical care of a minor child to both joint legal custodial parents under which both parents have rights and responsibilities toward the child including, but not limited to, shared parenting time with the child, maintaining homes for the child, providing routine care for the child and under which neither parent has physical care rights superior to those of the other parent.

Iowa Code § 598.1(4).

That consistent with the award of joint physical care, the parties shall exercise the following parenting schedule with their minor child:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | *MON* | *TUES* | *WED* | *THURS* | *FRI* | *SAT* | *SUN* |
| Week 1 | John | Jane | John | Jane | John | John | John |
| Week 2 | John | Jane | John | Jane | John | Jane | Jane |

a. The above parenting schedule shall commence on the Monday following the entering of this Stipulation.

b. Exchanges, i.e. pick up and drop-offs, shall occur before and/or after school, daycare and/or work.

c. In addition to the base schedule delineated above, each party shall be entitled to parenting time with the child on each holiday or special day as set forth below. These days shall take precedence over any other parenting schedule in the Stipulation.

|  |  |  |  |
| --- | --- | --- | --- |
| *Holiday/Special Day* | *Custodial Period* | *Even-Numbered Years* | *Odd-Numbered Years* |
| Easter Weekend | Sat @ 6 pm –  Sun @ 6 pm | John | Jane |
| Memorial Day Weekend | Fri @ 6 pm –  Mon @ 6 pm | Jane | John |
| Fourth of July | 7/3 @ noon –  7/4 @ noon | John | Jane |
| Labor Day Weekend | Fri @ 6 pm –  Mon @ 6 pm | Jane | John |
| Thanksgiving – 1st Half | Wed @ 6 pm –  Fri @ 6 pm | John | Jane |
| Thanksgiving – 2nd Half | Fri @ 6 pm –  Sun @ 6 pm | Jane | John |
| Christmas Eve | 12/24 @ 11 am –  12/25 @ 9 am | John | Jane |
| Christmas Day | 12/25 @ 9 am –  12/26 @ 6 pm | Jane | John |
| John’s birthday | Minimum of two hours if on a school day; minimum of four hours if on a non-school day | John | John |
| Jane’s birthday | Minimum of two hours if on a school day; minimum of four hours if on a non-school day | Jane | Jane |
| Mother’s Day | 9 am – 6 pm | John | John |
| Father’s Day | 9 am – 6 pm | Jane | Jane |
| Spring Break  (designated as Mon-Fri – Inclusive of recipient’s respective week-end)) | Mon @ 9 am –  Fri @ 6 pm | John | Jane |

1. The parties shall be entitled to exercise parenting time with the minor child, namely: J.J.D. born 2004 on their respective birthday. The parties shall be awarded a minimum of two (2) hours each if the birthday occurs during the school year and a minimum of four (4) hours if the birthday falls on a week-end or during the summer.
2. The parties shall be required to notify the other party in writing a minimum of ninety (90) days in advance if either party intends to move 90 miles from their current residence and shall attend mediation before filing an action to modify the Stipulation, and both parties shall be required to notify the other party seven (7) days in advance if the party intends to be absent with the child from the state for a vacation or family trip(s) that exceed 72 hours in length. Said notification shall provide the dates and times party is leaving and arriving, the locations, as well as the addresses and telephone numbers where the party may be contacted while out of state to ensure proper and timely communication between the parties in the event of an emergency.

f. In addition to the foregoing parenting time, each party shall be entitled to two weeks in the summer to be taken in two one week (seven consecutive day) increments, inclusive of the party’s respective weekend. The parties’ shall give first notice by May 1st of each year with Petitioner taking priority in even years and Respondent taking priority in odd years; the party not providing first notice shall provide second notice by May 15th as to the weeks they intend to exercise their summer visitation.

g. In addition to the foregoing parenting time, it is hereby recognized that the parties may extend or exercise such further and additional parenting time, as they may both mutually agree upon and to amongst themselves.

1. **ADDITIONAL PROVISIONS REGARDING JOINT PHYSICAL CARE.** 
   1. *Schedule Changes*. If either of us wants to make a change in the schedule for a specific day, weekend, or week, we shall ask the other parent.
      1. If the answer is “yes”, we shall proceed accordingly.
      2. If the answer is “no”, we shall follow the regular schedule. The person who declines this change does not have to explain or justify his/her answer.
   2. *Consecutive Weekends.* If, due to any schedule changes, the child spend two (2) consecutive weekends with one parent, they shall spend the next two (2) weekends with the other parent. This will ensure that they are not away from either parent for three (3) consecutive weekends, and it will keep us on the same weekend rotation over the long run.
   3. *Telephone Access.* When the child are with one parent, they can call the other parent whenever they wish. When the child are with one parent, the other parent can call whenever he/she wishes.
   4. *Transportation.* We shall share the responsibility for transporting the child between households equally. Generally, the parent that they are scheduled to be with will pick them up.
   5. *Decision-Making Categories.* We shall make the following categories of decisions jointly:
      1. Education related;
      2. Health-care related;
      3. Related to activities that have an impact on the other parent due to scheduling, transportation and/or finances;
      4. Related to religious training;
      5. Related to the operation and/or ownership of a motor vehicle;
      6. Related to travel outside the United States of America.
   6. *Communication Procedure.* We shall utilize the following procedure for communicating and making decisions.
      1. If either of us has a concern, issue or decision to discuss, he/she shall call or e-mail the other parent. If that parent is not able to talk or e-mail at that time, we shall schedule a time to talk or e-mail within twenty-four (24) hours or sooner or if the situation requires a quick response.
      2. We shall not discuss these issues in front of the child or if they are within hearing distance of either of us unless we agree in advance they need to be involved in a specific discussion.
      3. We shall discuss all issues relating to the child with each other prior to discussing them with the child. We shall discuss these issues in terms of each child’s best interests. Also, we shall make every effort to clarify concerns we have related to statements the child make(s).
      4. If the child raise an issue with one parent about the other, he/she shall be encouraged to talk to that other parent. When appropriate, we shall keep each other informed about any such issues.
      5. We shall do our best to listen to and understand each other, and make requests instead of demands, and avoid becoming polarized over who is “right” and who is “wrong”.
   7. *Day-to-Day Decisions.* The provisions stated above are not meant to restrict either one of us from making our own independent decisions in our day-to-day lives with the child. Such decisions include: routine medical and dental services, minor disciplinary issues, and rules to be followed in each household. We shall communicate with each other about any disciplinary action that we expect to be carried out by the other parent.
   8. *Promotion of Love and Respect.* Each of us shall make our best effort to promote a positive, loving, and respectful relationship between each parent and the child. We shall not do or say anything that could be interpreted as being disparaging of the other parent.
   9. *Healthcare Information.* We shall keep each other informed in a timely manner regarding anything which affects either child’s physical and emotional well-being. When time permits, we shall provide each other with advanced notice of any medical or dental treatments or appointments, including hospitalizations and operations. We shall let each other know as soon as possible about any illnesses or injuries that occur while the child is/are in the other parent’s care.
   10. *Emergencies.* In the event of a medical emergency, or if the child should be lost or missing, we shall make every effort to notify the other parent as soon as possible and, if possible, talk with one another about possible courses of action. However, under such circumstances, either of us can sign legal consents or take any other necessary actions.
   11. *Access to Information.* Both of us shall have access to all information pertaining to the child including medical, dental, and school records. Each of us shall be provided with the names of all persons providing service to the child and shall notify those persons of the joint legal and physical custody arrangement.
   12. *School Information.* We shall keep each other informed about the child’s education, including academic progress and extra-curricular activities. We shall inform each other of specific events in a timely manner so that we may each make plans to attend these events. Both of us shall instruct the school officials to send notices, announcements, and any other information to both of us.
   13. *Geographical Relocation.* We shall notify the other parent as soon as possible in the event that either of us decides to move outside of the area. Further, we shall renegotiate any provisions of this agreement which are affected by such a move before that move takes place. If we are unable to agree, we shall enter into mediation or file a joint application to modify this Stipulation.
2. **CHILD SUPPORT.** Based on Petitioner’s gross yearly income of $\*\*\*\*\*\*\*\*\*\*\*\*, and on Respondent ‘s gross yearly income of $\*\*\*\*\*\*\*\*\*\*\*\*, determining the guideline amount for the child, with each party claiming one as a dependent for state and/or federal tax purposes and with the award of joint physical care, Respondent owes Petitioner $\*\*\*\*\*\*\*\*\*\*\*\* monthly for child support and owes $\*\*\*\*\*\*\*\*\*\*\*\* monthly for cash medical support.

When two children are eligible for support, each party will claim one of the children for tax purposes and support will be $\*\*\*\*\*\*\*\*\*\*\*\* plus $\*\*\*\*\*\*\*\*\*\*\* cash medical. When one child is eligible for support, the parties will alternate the tax deduction for that child and support will be $\*\*\*\*\*\*\*\*\*\*\*\* plus $\*\*\*\*\*\*\*\*\*\*\*\* cash medical.

Respondent shall pay unto Petitioner as and for child support, the sum of $\*\*\*\*\*\*\*\*\*\*\*\* per month beginning the first of the month following the entering of this decree, and continuing each month thereafter as set out below. In addition, Respondent shall pay $\*\*\*\*\*\*\*\*\*\*\*\* in cash medical support. Child Support payments shall be made by an Income Withholding Order. Respondent shall make the monthly payments and installments, if he so elects, to correspond with his pay periods. Child support shall be paid through the Collection Services Center, P.O. Box 9125, Des Moines, Iowa 50306-9125. This support obligation shall be paid until such time as the child reaches the age of 18 or graduates from high school, whichever event last occurs, but no later than age 19. Child support for the child shall cease if the child sooner dies, marries, or becomes self supporting, whichever first occurs.

1. **INSURANCE .**  The parties shall continue maintain medical insurance for and on behalf of the parties’ minor child, namely: J.J.D. born 2004, so long as such insurance remains available to them through their employer at a reasonable cost.

The parties shall divide any/and all uninsured medical, dental, including orthodontia, or optical expenses, counseling, and any other remaining health care expense, including but not limited to, any deductibles or co-pays as provided by Iowa Code Section 598.21B (2015) and Rule 9.12, Iowa Child Support Guidelines (2015) on a pro rata basis resulting in \*\*% to Petitioner and \*\*% to Respondent.

“Uncovered medical expenses” means all medical expenses for the child not paid by insurance. “Medical expenses” shall include, but not be limited to, costs for reasonably necessary medical, orthodontia, dental treatment, physical therapy, eye care, including eye glasses or contact lenses, mental health treatment, substance abuse treatment, prescription drugs, and any other uncovered medical expense. The party incurring an expense for the minor child shall provide the other party with appropriate documentation necessary to verify any health-related expense incurred on behalf of the parties’ minor child which is not covered by insurance within thirty (30) days from incurring such expense, and the party receiving said documentation shall then have thirty (30) days upon receipt of all written documentation necessary to verify the amount of the health-related expense and the uninsured portion thereof incurred on behalf of the parties’ minor child, and pay directly to the other party his/her share of said health-related expense not covered by insurance. If the party incurring the expense fails to provide written documentation to the other party within the thirty (30) days as outlined above, that party incurring the expense shall be solely responsible for said expense, unless the delay is due to the insurance company. If the party receiving the written documentation fails to pay said amount within the thirty (30) days as outlined above, said nonpayment shall be grounds for contempt with the exception of a delay from the insurance company. Respondent shall timely provide proof of coverage and insurance cards to Petitioner.

1. **DAYCARE, SCHOOL & EXTRACURRICULAR ACTIVITIES.** The parties shall each pay one-half of all extracurricular activities for the parties’ minor child. Such expenses shall include but not be limited to dance, sports, band, scouts, music, school lunches, school fees, school supplies, outerwear etc. The parties shall utilize the “30 day – 30 day” provision set forth above in paragraph 21 for reimbursement of expenses.
2. **INCOME TAX DEDUCTION.**  The parties shall alternate claiming the minor child as a dependent for tax purposes with Petitioner being entitled to the deduction in the first year.
3. **POST-SECONDARY EDUCATION .** The Court shall retain jurisdiction to order either or both of the parties to pay a post-secondary education subsidy to financially assist the parties’ child with post-high school education or vocational training pursuant to Iowa Code Section 598.21F (2015).
4. **VEHICLES.** Petitioner is awarded the vehicle in his possession and Respondent is awarded the vehicle in her possession. The parties shall immediately execute any documents necessary to vest title to such automobile(s) solely in the other parties’ name. Petitioner shall assume, indemnify and hold Respondent harmless for any debt or other liability relating to the vehicle in his possession and Respondent shall assume, indemnify and hold Petitioner harmless for any debt or other liability relating to the vehicle in her possession. The Treasurer of the county where the party is residing shall transfer title of the aforementioned vehicle(s) without the necessity of making any sales tax payments.
5. **MARITAL HOME.** The parties’ are owners of a property located at 111 Main St. Des Moines, IA 50309 and legally described as follows:

[*Insert Legal Discription*]

The Petitioner shall be awarded sole possession of said real property. Subject to the further provisions below, title shall be hereby quieted in the Petitioner and any and all interest of the Respondent, shall be hereby divested and transferred unto the Petitioner. The Petitioner shall assume any and all liabilities and indebtedness thereon, which shall be assumed by the Petitioner as his own personal debt and he shall defend, indemnify, and hold the Respondent harmless from any liability therefore including attorney’s fees, court costs and any out of pocket expenses.

The Respondent shall execute to the Petitioner a quit claim deed transferring to the Petitioner all of the Respondent’s interest in said real property.

1. **PERSONAL PROPERTY.** Petitioner shall have as his sole and absolute property, the personal property in his possession as of the date that this Stipulation is entered, including, but not limited to, all bank, investment and similar accounts in Petitioner’s name. Petitioner shall be awarded as his sole, separate property, free and clear from any claim by Respondent, all life insurance policies on his life and the cash value thereof; and Respondent shall be hereby divested of any interest in such life insurance policies.

Except as otherwise noted herein, Respondent shall have as her sole and absolute property, the personal property in her possession as of the date that this Stipulation is entered, including, but not limited to, all bank, investment and similar accounts in Respondent’s name, and any insurance policies in Respondent’s name not set out in any other paragraph herein. Respondent shall be awarded as her sole, separate property, free and clear from any claim by Petitioner, all life insurance policies on her life and the cash value thereof; and Petitioner shall be hereby divested of any interest in such life insurance policies.

1. **CHECKING/SAVINGS ACCOUNTS.** Each shall be awarded any checking or savings accounts in his/her respective name.
2. **DEBTS.** Petitioner shall pay all debts, if any, he has incurred individually since the filing of the Petition herein, and he shall indemnify and hold Respondent harmless therefrom. In addition, Petitioner shall pay the following outstanding marital debts, which Petitioner shall indemnify and hold Respondent harmless therefrom, to wit:

i Petitioner’s credit cards;

ii. Any debts solely in Petitioner’s name;

Respondent shall pay all debts, if any, she has incurred individually since the filing of the Petition herein, and she shall indemnify and hold Petitioner harmless therefrom. In addition, Respondent shall pay the following outstanding marital debts, which Respondent shall indemnify and hold Petitioner harmless therefrom, to wit:

1. Respondent’s credit cards;
2. Any debts solely in Respondent’s name;

In addition, the parties shall assume and pay all indebtedness and/or liabilities on the items of personal property in his or her possession and/or to which he or she is entitled under this Stipulation and shall indemnify, defend and hold the other harmless for any indebtedness and/or liability associated with this award.

The parties are advised that a joint debt is a debt for which both parties are fully responsible to pay, regardless whether it is on a vehicle, homestead real estate or unsecured credit card debt. “Hold harmless” means, for the purpose of this decree, that in the event the party who did not agree to assume a joint debt has to pay any money or incurs any expense because the party who did agree to assume a joint debt did not properly service the joint debt, the party who originally agreed to assume that joint debt will fully reimburse the non-assuming party for any payment to said creditor and any expenses incurred therein.

In addition to the foregoing, both parties are responsible for any and all accounts/loans/credit cards opened and/or closed that existed when they entered into their marriage on January 1, 2000.

1. **RETIREMENT ACCOUNTS.** Each party shall be awarded any and all other pension plan(s) and any other form of retirement plan(s) that may currently be held in their respective individual names, free and clear from any and all claims by one against the other and without claim by one against the other for said award(s).
2. **RELEASE**. This Stipulation releases each party from all obligations to the other not specifically set forth or reserved herein and each party has no further rights of any kind against the other not expressly provided for or reserved in this Agreement.
3. **COOPERATION & EXECUTION OF DOCUMENTS.** The parties shall sign and execute any and all documentation necessary to carry out the terms and conditions of this Agreement.
4. **ATTORNEY’S FEES.** Each to pay their respective attorney’s fees.
5. **COURT COSTS.**  The parties shall equally split the Court costs associated with this action.
6. **NAME CHANGE.**  The Petitioner’s name shall be changed from Jane Doe to Jane Smith.
7. **TERMINATION OF ATTORNEY-CLIENT RELATIONSHIP.** Effective with the filing of the Decree in this matter, Petitioner consents to the Withdrawal of Counsel by his attorney.

**CERTIFICATION OF THE PARTIES AND THE ATTORNEYS**

The undersigned parties state that they have read this Agreement, that they have had the opportunity to review the contents with legal counsel, that the terms of the agreement outlined herein constitute the entire agreement of parties, and that such agreement settles all issues of this dissolution. The undersigned parties certify under penalty of perjury and pursuant to the laws of the State of Iowa (Iowa Code §622.1. IRCP 121(D) that the “Facts” set forth above and this statement are true and correct to the best of their knowledge and belief. The parties hereby approve the form and substance of this Stipulation and request that the Court approve and enter an order adopting its terms.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

John Doe, Petitioner

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public – State of Iowa

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

Jane Doe, Respondent

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public – State of Iowa

The undersigned attorney/attorneys hereby approves the form of this Stipulation and request that the Court approve and enter the proposed order filed herewith.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

Mark R. Hinshaw, Petitioner’s Attorney

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

\*\*\*\*\*\*\*\*\*\*\*\*, Respondent’s Attorney