

Attorney for Petitioner:

Telephone:

Fax:

Attorney for Respondent:

Telephone:

Fax:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the Marriage of:

Petitioner:

And

Respondent:

Case No.:

**STIPULATION AND ORDER FOR
APPOINTMENT AND PAYMENT FOR
CHILD CUSTODY EVALUATION –
DR. SUZANNE M. DUPÉE**

PURSUANT TO CALIFORNIA FAMILY CODE, §3111 CALIFORNIA EVIDENCE CODE §730, IT IS HEREBY ORDERED and STIPULATED by and between the Petitioner, (“Petitioner”) and Respondent (“Respondent”; collectively the “parties”) through their respective counsels of record the appointment of Suzanne M. Dupée, M.D., Psychiatrist, an expert, to conduct a private child custody evaluation. The scope of the Evaluation shall be to determine the legal and physical custody and recommendations that are in the minor child(ren)’s best interests.

1. Counsel may request a conference call to discuss issues in the case with Dr. Dupée. Counsel should provide information about the judicial officer and the court of the case, the parties’ addresses and home and work telephone numbers and the hearing date for which the report is needed. Counsel is responsible for notifying Dr. Dupée of any changes counsel make in

1 the originally scheduled hearing date. Dr. Dupée will notify counsel if the report cannot be
2 completed by the hearing date and provide information about when the report could be
3 completed.

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5 The parties are ordered to fully cooperate with Dr. Dupée’s evaluation. This may include, but is
6 not limited to, interviews with the parties and minor child(ren), home or site visits, review of
7 records, photographs, and audio or video recordings. The parties are further ordered to provide
8 contact information and to interview with any other person(s) deemed advisable by Dr. Dupée
9 for the purpose of putting forth findings and recommendations to the Court regarding custody,
10 visitation, medical or psychological information, education, and schooling of the minor
11 child(ren). Dr. Dupée has the right to determine, in her professional opinion, the information
12 that she deems significant and relevant to this custody matter.
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15 2. As part of the evaluation, parties will undertake limited psychological testing conducted
16 by Dr. Dupée. If further psychological testing is deemed necessary, Dr. Dupée will reserve the
17 right to make such a request. A licensed psychologist will perform such psychological testing.
18 Fees for their services are not included in my fees and remain the responsibility between the
19 parties.
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21 3. Dr. Dupée’s retainer fee is _____ with an hourly fee of _____. The hourly rate applies to
22 all time spent on the evaluation and includes but is not limited to interviews, phone calls, e-
23 mails, record review, travel time. The retainer is due prior to providing services and will
24 constitute a credit balance until exhausted. Thereafter, if it appears that substantial services are
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1 yet to be rendered, Dr. Dupée may require an additional retainer. Any credit balance remaining
2 will be refunded upon the termination of Dr. Dupée's services. It is understood and agreed that
3 timely payment for Dr. Dupée's services and expenses is in no way contingent upon the outcome
4 of any litigation or settlement. Dr. Dupée's report will only be released after full payment is
5 received.

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7 Dr. Dupée's fees will be paid by:

8 _____ ½ by each party

9 _____ Petitioner

10 _____ Respondent

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12 In the event that a party does not pay the Dr. Dupée, the other party may advance such sums and
13 the other party is ordered to immediately reimburse the advancing party.

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15 The hourly fee of _____ is current for all services in the year 201_. Annual fee increases will
16 apply to services thereafter. Cancelled or missed appointments will be billed for the time set
17 aside for the appointment if less than 48 hours' notice is given. There is an administrative fee of
18 \$750 for typing, messenger services etc. The administrative fee may be increased if the
19 evaluator receives requests that are in excess of what is customary for a child custody evaluation.

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22 4. A service fee of \$35.00 will be added to the account balance for each personal check that
23 is returned by the bank. Please note that all accounts 30 days past due will accrue interest at 2%
24 per month. All accounts are due upon receipt.

1 5. If the account is referred for collection after 45 days, the parties will be charged
2 reasonable attorney's fee, court costs and all collection expenses.

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4 6. The parties shall be scheduled for separate initial evaluation sessions after receipt of the
5 signed stipulation and receipt of retainer. During the first evaluation appointment, the parties
6 will be asked to sign an Informed Consent regarding the evaluation procedures. The parties and
7 their counsel shall be provided with the Informed Consent in advance, for their review, prior to
8 execution by the parties. Counsel shall direct the parties to contact Dr. Dupée's office to make
9 initial appointments.

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11 7. Counsel shall exchange the parties' completed Child Custody Evaluation Questionnaires
12 by and date and time to be agreed upon by counsel and Dr. Dupée. If either party furnishes to
13 Dr. Dupée any ancillary material, including but not limited to pleadings, exhibits, and other
14 evidence, they shall first submit it to their counsel who will copy it to opposing counsel. Only
15 copies of material should be submitted to Dr. Dupée. Dr. Dupée will not be held
16 responsible for receipt of originals of any materials, nor for insuring that the parties have
17 provided copies to opposing counsel. If videotaped or audiotaped material is submitted, it is up
18 to the parties' counsel to determine whether such taping was done legally and can be provided to
19 Dr. Dupée.
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22 8. Each party hereby waives all statutory and non-statutory privileges as to this evaluation
23 only, except attorney-client privilege and the work product doctrine, so as to permit Dr. Dupée to
24 have access to health, mental health, education, employment and other personal records, to
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1 confer with health care providers, therapists, educators and other persons whom Dr. Dupée
2 believes are necessary for the purpose of performing the evaluation, and for them to confer with
3 Dr. Dupée. It is understood that the doctor-patient privilege is being waived for parents as well
4 as for child(ren) for the purposes of this evaluation only. To the extent necessary, each party
5 agrees to sign all documents to provide Dr. Dupée access to such records or persons.
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7 9. All information collected is deemed confidential. However, Dr. Dupée is permitted to
8 release any or all information, including her recommendations and opinions, to legal and mental
9 health professionals involved in the custody and education matter in the form of a report,
10 declaration, testimony or consultation. Dr. Dupée is permitted to consult with or seek the
11 assistance of other professionals she deems appropriate in conducting this evaluation. The report
12 shall be issued to attorneys of record (or a parent in Pro Per) and to the Court (unless otherwise
13 stipulated).
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16 10. Counsel and the parties agree to take responsibility to forward to Dr. Dupée all court
17 orders and children's school records, as well as psychiatric hospitalization records and police
18 reports pertinent to the custody and visitation matter.
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20 11. Dr. Dupée will not intervene in issues during the evaluation except as required of
21 psychiatrists to report suspected child abuse or warn a potential victim of danger. If the parties
22 and their counsel agree, names of psychotherapists may be provided for urgent problems
23 occurring during the evaluation. Dr. Dupée is not responsible for the services of those
24 psychotherapists.
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2 12. Counsel are responsible for informing Dr. Dupée prior to the first appointment of any
3 safety issues that may require a modification of procedures. If there are allegations of domestic
4 violence and/or child abuse in the above captioned matter, parties' counsel shall make a full
5 disclosure of all allegations and provide all ancillary material relating to any incidents.
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7 13. Either party may request that other household or family members (or both legal-custodial
8 parents of minor's household or family members) give written consent to participate in the
9 evaluation.
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11 14. Dr. Dupée may be called upon to testify as an expert in deposition or at trial, in this
12 custody matter only, if at least one party, via his or her attorney, so requests and also makes
13 advance payment in the form of a bank check. Notification and payment must be received at
14 least seven days in advance of the deposition or trial date. The fee for deposition or court
15 testimony is \$4000 per day (including being on call and travel time). This fee includes
16 preparation time. Any appearance time required beyond the first day shall be billed at the same
17 daily rate and is payable prior to testimony. If half day testimony is requested, i.e. for afternoon
18 hearing only (1:30 pm-4:30 pm), the fee is \$2000. If the appearance at trial or deposition is
19 canceled 72 hours in advance, excluding Saturdays, Sundays and holidays, the entire deposit
20 shall be refunded. If the appearance is canceled with less than 72 hours notification, but in
21 sufficient time so that Dr. Dupée does not come to court for deposition, one-half of the deposit
22 shall be refunded. There is no refund for cancellations received on the day of the scheduled
23 appearance.
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2 15. If Dr. Dupée is requested to review her deposition related this case; the attorney making
3 that request shall furnish to her the transcript, at no cost, for her review. The fee for review is
4 \$4.00 per page and shall be paid by cashier's check or money order at the time the deposition is
5 submitted to Dr. Dupée for review.

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7 16. All information gathered for the pending child custody evaluation is restricted to the
8 Family Law Department of The Los Angeles Superior Court and shall not be released for any
9 other purpose or matter. Under no circumstances shall Dr. Dupée be called upon to testify in any
10 other matter related or unrelated to the case or as a witness.

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12 17. If one or both attorneys' request copies of Dr. Dupée's file or any information contained
13 within, other than in the context of a deposition, a subpoena is required. Dr. Dupée is the holder
14 of the file. It will not be turned over to anyone except her staff unless there is a signed order by
15 the Judge. Thus, if records are subpoenaed, counsel requesting records shall coordinate with Dr.
16 Dupée to send a professional service to her office to duplicate the file. Some materials may not
17 be reproduced due to copyright laws. Psychological test data will only be released under
18 conditions of subpoena or court order to a psychologist designated in the subpoena or order as
19 that party's expert who will review psychological test data. The evaluator may refrain from
20 releasing test data to protect an evaluatee or others from substantial harm or misuse or
21 misrepresentation of the data or the test, recognizing that in many instances, release of the
22 confidential information under these circumstances is regulated by law. Dr. Dupée's hourly rate
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1 will apply to time spent on reproducing records, documents and/or emails stored on Dr. Dupée's
2 hard drive. There will also be a \$75 fee for copying of the records.

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4 18. Neither counsel nor the parties are to engage in unilateral communication (e.g. by mail or
5 telephone) with Dr. Dupée unless it is in regards to scheduling appointments or in response to
6 her request. The parties and attorneys agree to waive the exclusion for ex-parte communication
7 between Dr. Dupée and minor's counsel. If either party furnishes any materials to Dr. Dupée it
8 must also be provided to counsel. Counsel agree that all information submitted to Dr. Dupée
9 whether by counsel or client, must be contemporaneously provided to opposing counsel.

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11 19. The parties agree that they shall indemnify and hold harmless Dr. Dupée from any
12 damages or loss resulting from procedures, testing, conclusions, recommendations, reports or
13 testimony, in connection with the custody evaluation as a result of this agreement. Dr. Dupée
14 will be engaged in an arbitral function of the Judiciary and shall be entitled to and shall be
15 deemed to possess and hold all common law and statutory privileges and indemnities available.
16 Dr. Dupée is not responsible for the outcome of the legal proceedings.

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19 20. It is acknowledged by the parties, separate and apart from the terms of the Order, that in
20 performing the evaluation, Dr. Dupée will be engaged in a quasi-judicial, including but not
21 limited to a referee and/or arbitral function, and shall be entitled to absolute common law and
22 statutory immunity and may not be subject to suit or liability of any nature for any act or
23 omission arising from or related to the evaluation. The parties and counsel agree to hold Dr.
24 Dupée and her consultants/assistants harmless from any claims, demands, causes of action, board
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1 complaints, damages or loss of any kind whatsoever resulting from the procedures, testing,
2 conclusions, recommendations, reports or testimony in connection with the evaluation. If any
3 suit is brought contrary to this provision, the party bringing suit shall pay Dr. Dupée's legal fees
4 at the rate normally charged by her attorney. Such immunity also extends to other professionals
5 with whom Dr. Dupée may consult or engage to assist with specific portions of the case.
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7 21. Except if this Evaluation is suspended before it has commenced, there are absolutely no
8 refunds on any fees provided to Dr. Dupée and the above fees are not modifiable. This
9 stipulation shall remain in effect even if there is a substitution of attorney.
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11 IT IS SO STIPULATED

12 Dated: _____

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14 PETITIONER

15 Dated: _____

16 RESPONDENT

17 Dated: _____

18 ATTORNEY FOR PETITIONER

19 Dated: _____

20 ATTORNEY FOR RESPONDENT

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22 Dated this _____

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Suzanne M. Dupée MD
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ORDER BASED ON THE FOREGOING, IT IS SO ORDERED

Dated: _____

JUDICIAL OFFICER