Superior court of THE STATE OF california

county of sacramento

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| in re the matter of:  Petitioner:  and  Respondent: | Case No.  ORDER RE PARTY COMMUNICATION THROUGH OURFAMILYWIZARD.COM |

**THE COURT MAKES THE FOLLOWING FINDINGS AND ORDERS:**

**FINDINGS**

1. The parties subject to this order are Petitioner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Respondent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The minor children in this matter are \_\_\_\_\_\_\_\_\_\_\_\_, born \_\_/\_\_/\_\_, \_\_\_\_\_\_\_\_\_\_, born \_\_/\_\_/\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_, born \_\_/\_\_/\_\_
3. The parties have a history of difficulty communicating effectively regarding matters related to the minor children *(insert details here if and as appropriate)*
4. To promote more effective communication between the parties and help ensure this court will have a clear record of the child related communications between the parties moving forward, the Court finds it is in the best interest of the minor child/ren for the parties to communicate regarding their children via the co-parenting communication platform OurFamilyWizard.com® (“OFW”).
5. In the context of this Order,
   1. the term/s “communicate,” “communication,” and “communications,” shall be broadly construed to include any and all exchanges, from either party to the other, of any facts, information, or writings, related to the parties’ minor child/ren, and
   2. the term/s “writing,” and “writings,” as defined under *Evidence Code § 250,* “… means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail of facsimile, and every other means of recording upon any tangible think any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored .”

**ORDERS**

USE OF OFW FOR PARTY COMMUNICATIONS REGARDING MINOR CHILD/REN

1. Each party shall register for and establish an OFW Parent Account on or before \_\_\_:\_\_ AM/PM on \_\_\_/\_\_\_/\_\_\_, by completing the OFW account sign-up process through the OFW website at OurFamilyWizard.com., or by contacting OFW Customer Support at 866-755-9991.
2. The parties shall utilize the  English  Spanish version of the OFW platform and communicate with each other through OFW in English  Spanish  \_\_\_\_\_\_\_\_\_\_\_\_.
3. Each Party shall timely pay their respective OFW account fees and continuously maintain their OFW enrollment until the sooner of the court losing jurisdiction over the custody and parental access issues regarding all children subject to the jurisdiction of the court in this proceeding or further order of court; whichever shall first occur.
4. Each party shall spend sufficient time and effort navigating the OFW website (www.OurFamilyWizard.com) and/or the OFW mobile applications for iOS or Android, to become familiar with using the OFW platform and features.
5. To the extent a party encounters difficulty in understanding, navigating and/or utilizing the OFW platform or features, that party shall contact OFW Customer Support for assistance (live phone support at: 866-755-999, or online submission at: <https://www.ourfamilywizard.com/contact-us/form> .
6. Each party shall use OFW to communicate any information that a reasonable party/parent would want to know if that information was known by the other parent/party. By way of example only, if a child becomes sick, has a pending doctor appoint, receives an award, has a pending social or sports event, is subject to school disciplinary action, or is the subject of some other noteworthy issue or event and one party knows of that information, the knowing party shall communicate that information to the other party through OFW.
7. Except in the event of a true emergency involving a minor child, the parties shall use OFW as their exclusive means of communication and documenting all information regarding the parties’ minor child/ren. For the purposes of this Order, a “true emergency” shall be defined as an issue related to the immediate health, safety or welfare of a minor child that must be acted upon within 24 hours. In the event of a true emergency, the parties shall be permitted to communicate by telephone, text, email, or other means outside of their OFW accounts. For any occurrence where a party has communicated to the other party outside of OFW, each party shall memorialize the communication by creating a Moment entry in the OFW Journal feature as detailed at paragraph 9.b.ii. below:
8. Each party shall, at a minimum, utilize the below OFW platform features as follow:
   1. Messages:
      1. Each party shall include sufficient detail in the Subject field of each message to identify the issue being addressed in the message (e.g., “Child’s 12//1/22 swim lesson,” “Request re school uniforms,” “Child’s asthma medication,” etc.)
      2. To minimize the number of direct message communications between the parties, the parties shall only use the Messaging feature of OFW when information cannot practically be communicated through the OFW Calendar, Trade-Swap™, Journal, Check-ins, Expenses, or Info Bank.
   2. Journal:
      1. Check-ins: Each party shall utilize the OFW GPS Check-ins section of the OFW Journal feature to memorialize each party’s arrival and departure for custody exchanges, and/or any other child related, in-person interactions between the parties where the physical presence of either one or both parties is reasonably anticipated, expected, or required.
      2. Moments: For any occurrence where a party has communicated to the other party outside of OFW, each party shall memorialize the communication by creating a Moment entry under the OFW Journal feature detailing the following:
         1. Date and approximate time of communication,
         2. Identity of the communication initiating party,
         3. Identity of the communication receiving party,
         4. Method of communication (e.g., text message, phone call, email) with identifying information (e.g., initiating and receiving phone numbers, email addresses, etc.)
         5. Subject matter and general content of the communication,
         6. Any requested or expected post-communication response or action by either party.
         7. Identify any provided or received communication related writings and upload s copy of any such writings to the MyFiles section of the OFW Info Bank.
   3. Calendar: To the extent the parties have an ordered, agreed or working custodial schedule, the parties shall use the sections under the OFW Calendar feature (i.e., Calendar, Parenting Schedule, Holidays, Events, Journal and TradeSwap™) to communicate, memorialize, manage, make modifications to, and track the custodial schedule.
   4. Info Bank:
      1. To the extent the information is either known or easily obtainable by each party, each party shall, at a minimum, enter the information related to each minor child in the Child Care, Education, Emergency, Health, and Family Vitals sections of the OFW Info Bank feature.
      2. My Files: Each party shall use the My Files section of the OFW Info Bank to upload and communicate documents and writings to the other party.
   5. Expenses: The parties shall use the OFW Expenses feature to communicate claimed expenses, request expense reimbursements, communicate expense related writings(e.g., invoices, receipts, proofs of payment, etc.), and to document and track all communicated, paid and/or outstanding expense reimbursements. An image of each receipt, or other writing, evidencing each expense must be uploaded and attached to each expense entry. Failure to communicate, document and track an expense, as required under this provision, may result in reimbursement denial by the court and/or sanction. If the parties so choose, they may upgrade their OFW accounts to include OFWpay™ and process any expense reimbursements between the parties directly through the OFWpay™ feature.
   6. ToneMeter™: Each party shall include, and at all times utilize, the OFW ToneMeter™ feature.
9. Each party shall login to their OFW account no less than once each day.
10. If a communication received through OFW requires a response, the receiving party shall respond within \_\_\_\_ hours unless the entry itself indicates that a longer time frame is acceptable.
11. Neither party shall allow the minor children, any adult child of the parties or any other non-party or other non-case related person or professional, access to the parties’ communications through, or any form of writing or printout from, OFW.
12. Each party shall utilize OFW in good faith, which good faith obligation shall be liberally construed.
13. Each party shall communicate through OFW in a business-like manner.
14. Each party shall enable the text alert feature on their OFW account, and each party shall view their OFW account within \_\_\_\_ hours of receiving a text alert.
15. Additionally, each party shall elect to receive notifications about new activity on OFW as follows:

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| **Petitioner: Notification Type** | **Respondent: Notification Type** |
| Email  Text message  Push notifications (Sent “On Action” only) | Email  Text message  Push notifications (Sent “On Action” only) |
| **Delivery (select one):**  On Action (per action)  Daily Digest (once daily) | **Delivery (select one):**  On Action (per action)  Daily Digest (once daily) |

EXISTING PROTECTIVE ORDERS

1. The proper utilization of OFW for communication between the parties, as detailed in this Order, shall not be deemed a per se violation of the existing  Domestic Violence Prevention Act Rstraining Order,  Criminal Protective Order (CPO),  \_\_\_\_\_\_\_\_\_\_ *(Protective Order)* filed/issued  in this Case,  in Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_, and in effect until \_\_\_/\_\_\_/\_\_\_, so long as the communication is consistent with the exceptions allowing for peaceful contacts between the parties related to the issues of custody and parental access to the minor child/ren.

PROFESSIONAL ACCESS

1. OFW Professional access to Petitioner’s OFW parent account is granted to:
   1. Petitioner’s attorney of record *(Name, Address, Phone #, Email Address)*
   2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(Title, Name, Address, Phone #, Email Address)*
2. OFW Professional access to Respondent’s OFW parent account is granted to:
   1. Respondent’s attorney of record: *(Name, Address, Phone #, Email Address)*
   2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: *(Title, Name, Address, Phone #, Email Address)*
3. OFW Professional access to both Petitioner’s and Respondent’s OFW parent accounts is granted to:
   1. Minor’s Counsel: *(Name, Address, Phone #, Email Address)*
   2. Guardian Ad Litem: *(Name, Address, Phone #, Email Address)*
   3. Parent Coordinator: *(Name, Address, Phone #, Email Address)*
   4. Special Master: *(Name, Address, Phone #, Email Address)*
   5. Therapist: *(Name, Address, Phone #, Email Address)*
   6. Custody Evaluator: *(Name, Address, Phone #, Email Address)*
   7. Other: (Title, Name, Address, Phone #, Email Address)

ADMISSIBILITY OF OFW RECORDS

1. The court accepts the stipulation of the parties that, subject to cross examination, printouts from OFW properly authenticated by a party may be received into evidence without further foundation or objection

DURATION OF ORDER

1. This Order shall remain in full force and effect until further Order of Court.
2. The Court reserves jurisdiction to augment this Order upon a showing of good cause.

PARTY NOTICE OF ORDER

1. This Order was served upon the parties directly, or indirectly through counsel, in open court on the date it was signed by the court. The court finds that the parties have knowledge of this Order and the ability to comply with its terms. The parties are reminded that a willful violation of this Order may be punishable as contempt of a lawful court order.

**IT IS SO ORDERED**

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| JUDICIAL OFFICER OF THE SUPERIOR COURT |