DOCKET NO: : SUPERIOR COURT

JOHN DOE : J.D. OF NEW HAVEN

V. : AT NEW HAVEN

JANE DOE : AUGUST \_\_, 20

**STIPULATION, *PENDENTE LITE***

The parties hereby agree and stipulate to the following:

1. The parties agree that it is in the best interests of their minor child that neither party consume alcohol or use illegal drugs in the presence of the child, that neither party be intoxicated in the presence of the child, and that the parties submit to a schedule of alcohol and drug testing as follows, which shall be put into effect as soon as possible:
   1. Commencing immediately, the parties shall each have monthly 90 day 10 panel hair follicle drug tests every 30 days until they respectively provides three consecutive clean test results. The results of the tests shall be released to both parties and their counsel.
   2. Commencing immediately, the parties shall submit to testing via the SL2 Breathalyzer Device according to a testing protocol (hereafter “Testing”) to be administered by Steven Paymer of Paymer Associates or his designee as follows:
      1. The parties shall submit to a test at 7:00 AM (within a window between 6:45 a.m. and 7:59 a.m.) on mornings that they are in the presence of the child and/or have parenting time scheduled; and
      2. The parties shall submit to a test at 9:00 PM (within a window between 8:45 p.m. and 9:59 p.m.) on evenings that they are in the presence of the child and/or have parenting time scheduled.
   3. In addition, the parties shall test prior to driving an automobile with any of the minor child.
   4. In the event that either party blows a breath alcohol content (BAC) reading of 0.02 BAC or higher on the SL2 device, that party shall follow a “retesting” protocol as follows: they shall “retest” on the SL2 device every half (1/2) hour for a period of three (3) hours or until they blow a BAC reading lower than 0.02, whichever shall first occur.
   5. A positive test shall be defined as follows:
      1. failure to take a test;
      2. refusal to submit to a test;
      3. a missed test (which shall be defined as any test not made within forty-five minutes of the scheduled test time or the time windows listed above); and/or
      4. any SL2 reading which registers a BAC 0.02 or higher.
2. In the event of a positive test (either drug or alcohol), the party who tests positive shall have no unsupervised parenting time until they have seven consecutive days of compliant tests pursuant to the aforementioned alcohol testing schedule (they must test pursuant to the schedule (7:00 AM and 9:00 PM) whether or not they are in the presence of the child) and they have a negative drug test. Until that party shows the seven consecutive days of compliant tests and negative drug test, as confirmed by Paymer Associates, any parenting time for the party who tested positive shall be by mutual agreement of the parties or order of this Court.
3. The parties shall provide Paymer Associates with a cellular telephone number where they he can be reached at all times.
4. The parties shall immediately sign an authorization to Paymer Associates which permits Paymer Associates to send real-time text messages regarding the test compliance to counsel of record, if counsel of record elects to receive said text messages, the Plaintiff, and the Defendant. The parties shall further sign an authorization to Paymer Associates which enables Paymer Associates to send the weekly SL2 reports to counsel of record and the other party.
5. The parties shall each be solely responsible for all costs associated with the testing in this agreement.
6. Paymer Associates shall be provided with a copy of this Stipulation.
7. So long as there are no positive alcohol tests, the testing protocol shall remain in place for 90 days following the signing of this agreement. In the event of a positive alcohol test, the 90-day testing period shall restart for the positive testing party only following the first negative test.

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JOHN DOE JANE DOE