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Attorneys for Petitioner,  
Daniel Giersch

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JUL 28 2009  
SUPERIOR COURT  
WEST DISTRICT  
SANTA MONICA

RECEIVED  
LOS ANGELES SUPERIOR COURT

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JOHN A. CLARKE, CLERK

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LOS ANGELES SUPERIOR COURT  
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JOHN A. CLARKE, CLERK  
F. HINOJOSA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES BY F. HINOJOSA, DEPUTY

In re Marriage of  
Petitioner: DANIEL GIERSCH  
and  
Respondent: KELLY GIERSCH

CASE NO. SD 026 864

[Honorable Craig D. Karlan, Dept. N]

STIPULATION AND ORDER RE: CHILD  
CUSTODY

Trial Dates: July 23, 27, and 28, 2009  
Time: 8:30 a.m.  
Dept: N

The Parties, Petitioner, DANIEL GIERSCH, individually and by and through his attorney of record Fahi Takesh Hallin, Esq. of Harris · Ginsberg LLP and Respondent, KELLY GIERSCH (RUTHERFORD), individually and by and through her attorney of record, Stefanie Hall, Esq. of Hall Family Law, and Amir Pichvai, Esq., court appointed minor's counsel, stipulate as follows:

Child Custody

1. Both parties shall temporarily relocate from the state of California to New York during this season of Respondent filming the television series, Gossip Girl, from July 30, 2009 to April 5, 2010. Petitioner shall have the right to travel to California (or elsewhere), as needed, without prejudice.

The Parties acknowledge that Respondent intends to temporarily reside in New York City and Petitioner intends to temporarily reside in the Hamptons.

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1           2.     The Parties shall share joint legal and physical custody of the parties' two children,  
2     Hermes and Helena.

3           3.     From July 28, 2009 to April 5, 2010, Hermes shall attend the pre-school, Lycee  
4     Francais New York. Upon the parties' return to California on April 5, 2010, Hermes shall attend the  
5     pre-school, Lycee Francais in Los Angeles. The parties shall equally divide Hermes' pre-school  
6     tuition and related costs.

7           4.     For the time period July 30, 2009 to April 5, 2010, the parties shall have equal  
8     physical custody and an equal time share of their minor child, Hermes, born October 18, 2006, as  
9     follows:

10                   Weekends

11           a.     Except as set forth herein, Petitioner shall have custody of Hermes on the  
12     weekends, every Friday from pick up at Hermes' pre-school (or 11:30 a.m. at Respondent's  
13     residence if no pre-school) until drop off at Hermes' pre-school Monday morning (or 8:30 a.m. at  
14     Respondent's residence if no pre-school).

15           b.     Unless otherwise provided, commencing in September 2009, Respondent shall  
16     have custody of Hermes on the 2<sup>nd</sup> weekend (defined as Friday at 11:30 a.m. until Monday morning  
17     at 8:30 a.m.) of every month. For August 2009, Respondent shall have custody of Hermes during  
18     the first weekend of August (July 31, 2009 - August 2, 2009), and for December 2009, Respondent  
19     shall have the third weekend of December (December 18 -December 21) in lieu of the 2<sup>nd</sup> weekend.  
20     In April 2010, Respondent shall have custody of Hermes on the first weekend (rather than the second  
21     weekend). For purposes of determining the weekend, the weekend will be measured by Saturday's  
22     date.

23                   Weekdays

24           c.     Except as set forth herein, Respondent shall have custody of Hermes on the  
25     weekdays, from Monday mornings at 8:30 a.m. until Friday at 11:30 a.m.

26           d.     In order to provide the parties with equal custodial time with Hermes,  
27     Petitioner shall be entitled to the following additional custodial time during the school week, school  
28     ///

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1 vacations or holidays. Said additional custodial time of Petitioner shall supercede the regular  
2 custodial schedule as set forth above, and shall include the following:

3 i. August 17, 2009 from 8:30 am to August 18, 2009 at 8:30 am drop-off  
4 to Respondent's home (extending Petitioner's weekend by 1 day, such that his weekend shall be  
5 from Friday August 14, 2009 to Tuesday August 18, 2009).

6 ii. August 24, 2009 from 8:30 am to August 25, 2009 at 8:30 am drop-off  
7 to Respondent's home (extending Petitioner's weekend by 1 day, such that his weekend shall be  
8 from Friday August 21, 2009 to Tuesday August 25, 2009).

9 iii. September 7, 2009 from 8:30 am to September 8, 2009 drop-off at  
10 school (extending Petitioner's weekend by 1 day, such that his weekend shall be from Friday  
11 September 4, 2009 from pick-up at school until Tuesday September 8, 2009 drop off at school).

12 iv. September 28, 2009 from 8:30 am to September 29, 2009 drop-off at  
13 school (extending Petitioner's weekend by 1 day, such that his weekend shall be from Friday  
14 September 25, 2009 from pick-up at school until Tuesday September 29, 2009 drop off at school).

15 v. October 12, 2009 from 8:30 am to October 13, 2009 drop-off at school  
16 (extending Petitioner's weekend by 1 day, such that his weekend shall be from Friday October 9,  
17 2009 from pick-up at school until Tuesday October 13, 2009 drop off at school). In order to  
18 accommodate said weekend time, Respondent's monthly weekend with Hermes shall be on the first  
19 weekend of October, rather than the second weekend of October.

20 vi. October 19, 2009 from 8:30 am to October 20, 2009 drop-off at  
21 Respondent's home (extending Petitioner's weekend by 1 day, such that his weekend shall be from  
22 Friday October 16, 2009 from pick-up at school until Tuesday October 20, 2009 drop off at  
23 Respondent's home).

24 vii. Instead of Petitioner having custody of Hermes during the weekend  
25 of October 31, 2009, which would be his regular custodial weekend, said weekend shall be  
26 Respondent's weekend, and instead, Petitioner shall be with Hermes during the weekend of  
27 November 13, 2009, which would have otherwise been Respondent's weekend with Hermes.  
28 ///

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1                   viii. Thanksgiving Holiday: Hermes shall be with Respondent from the  
2 time that school adjourns until 2:00 pm on Thanksgiving day November 26, 2009. Petitioner shall  
3 then be with Hermes from 2:00 pm on Thanksgiving day until Monday morning November 30, 2009.

4                   ix. January 18, 2010 from 8:30 am to January 19, 2010 drop-off at school  
5 (extending Petitioner's weekend by 1 day, such that his weekend shall be from Friday January 15,  
6 2010 from pick-up at school until Tuesday January 19, 2010 drop off at school).

7                   x. February 8, 2010 from 8:30 am to February 10, 2009 at 8:30 am  
8 (extending Petitioner's weekend by 1 day, such that his weekend shall be from Friday February 5,  
9 2010 to Tuesday February 9, 2009 at 8:30 am drop off at Respondent's home).

10                  xi. March 29, 2010 from 8:30 am to March 30, 2010 drop-off at  
11 Respondent's home (extending Petitioner's weekend by 1 day, such that his weekend shall be from  
12 Friday March 26, 2010 to Tuesday March 30, 2010 drop-off at Respondent's home).

13                  xii. For the month of December 2009, Petitioner's time with Hermes shall  
14 be the following (and he shall have only the following time with Hermes): December 4, 2009 pick-  
15 up from school to December 7, 2009 drop of at school; December 11, 2009 pick-up from school to  
16 December 14 drop off at school; December 21, 2009 at 8:30 am until December 24, 2009 at noon  
17 drop off at Respondent's residence; and December 28, 2009 at 8:30 am until January 1, 2010 at 2:00  
18 pm drop off at Respondent's residence.)

19                  e. Neither party shall be allowed to travel outside of the state where the parties  
20 are residing pursuant to this Stipulation and Order (either New York or California) with the minor  
21 child(ren) without the agreement of the other party and/or Court Order.

22                  f. Upon the parties' return to California on April 5, 2010, Petitioner shall have  
23 custody of Hermes from April 5, 2010 at 8:30 a.m. until Friday, April 9, 2010 at 8:30 a.m., at which  
24 time the custodial schedule for the rest of the month of April 2010 shall switch such that the parties  
25 shall have a 2-2-3 equal custodial schedule with Hermes.

26                  g. While the parties are in New York, Petitioner shall be responsible for  
27 providing transportation for the exchanges, unless mutually agreed otherwise, given that this will  
28 allow him to exercise his custodial time with Helena. Upon the parties' and children's return to

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1 California on April 5, 2010, unless mutually agreed otherwise, the party whose custodial time is  
2 ending shall provide transportation for the exchange.

3 h. In the event either party is unable to personally be with Hermes for a period  
4 of twelve (12) hours or longer including overnights during his and/or her custodial time, said party  
5 shall first contact the other party and provide him or her the right of first refusal to care for Hermes  
6 during said time period, prior to making any other child care arrangements for Hermes. Said  
7 additional time that either party may have with Hermes as a result of exercising said right of first  
8 refusal shall not be deemed the custodial time of said party.

9 i. The custody schedule set forth above shall be without prejudice to the parties'  
10 claims and contentions regarding the most appropriate custody and visitation schedule for Hermes  
11 in his best interest for subsequent years, and without prejudice to the parties' rights to seek an  
12 alternate schedule should they wish to make such a request in the future. In addition, to the extent  
13 that the above custodial schedule does not provide each party with exactly 50% time for the time  
14 period August 2009 through March 2010, the parties agree that the schedule is in fact approximately  
15 50% of custodial time to each party, given that a substantial portion of Respondent's custodial time  
16 is during Hermes' school, when Respondent and Hermes will not actually be spending time together.  
17 Neither party shall ever contend in the future that during the time period August 2009 through March  
18 2010, that the parties shared anything other than an equal time-share with Hermes.

19 5. The parties' timeshare with their minor child, Helena, born June 8, 2009, shall be as  
20 follows:

21 a. Petitioner shall have the following custodial time with Helena, subject to a  
22 step up custody schedule:

23 i. Until Helena is three months old, Petitioner shall have custody of  
24 Helena for one and one-half hours twice per week.

25 ii. From age three months to six months, Petitioner shall have custody  
26 of Helena for two hours, three times per week.

27 iii. From age six months to twelve months, Petitioner shall have custody  
28 of Helena for four hours three times per week.

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1           b.       Subject to the step up custodial plan, Respondent shall have custody of Helena  
2 at all times not mentioned hereinabove.

3           c.       During Petitioner's custodial time with Helena, Petitioner shall spend time  
4 with Helena (and Hermes if it is during his custodial time with Hermes) alone without the presence  
5 of Respondent and/or Respondent's nannies. Petitioner shall have the right, at his sole discretion,  
6 to take Helena out of Respondent's apartment during his custodial time with her. During the time  
7 period August 2009 through March 2010 only, and while the parties are in New York only, due to  
8 Helena's young age, if Petitioner wishes to take both children out of Respondent's home with him  
9 (as opposed to just one of them), he shall take one of Respondent's nannies, or his own childcare  
10 provider with him. However, this shall not apply if Petitioner chooses to take Helena out of  
11 Respondent's home by himself, which he shall have the right to do by himself.

12           d.       Petitioner's custodial time with Helena shall coincide with Hermes' custody  
13 transitions as follows:

14           i.       On those days where Petitioner picks Hermes up from pre-school at  
15 11:30, subject to paragraph c above, Petitioner shall then pick up Helena from Respondent's  
16 residence at approximately 12:00 p.m and return her at the appropriate time pursuant to the above  
17 schedule.

18           ii.      On those days where Petitioner drops off Hermes at school in the  
19 morning at 8:30 a.m., Petitioner shall exercise his custodial time with Helena starting at  
20 approximately 9:00 a.m., with pick up to be at Respondent's residence.

21           iii.     With regard to his third custodial day each week with Helena,  
22 Petitioner shall have custody of Helena for two hours (subject to the step up above) on Wednesdays  
23 at 10:30 a.m. or any other mutually agreed upon day and time, with pick up to be at Respondent's  
24 residence. Each party shall not unreasonably withhold his or her agreement with regard to any  
25 alternative and/or make-up custodial time with Helena.

26           e.       In the event either party is unable to personally be with Helena for a period  
27 of twelve (12) hours or longer including overnights during his and/or her custodial time, said party  
28 shall first contact the other party and provide him or her the right of first refusal to care for Helena

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1 during said time period, prior to making any other child care arrangements for Helena. Said  
2 additional time that either party may have with Helena as a result of exercising said right of first  
3 refusal shall not be deemed the custodial time of said party.

4 f. The custody schedule set forth above shall be without prejudice to the parties'  
5 claims and contentions regarding the most appropriate custody and visitation schedule for Helena  
6 in her best interest for subsequent years, and without prejudice to the parties' rights to seek an  
7 alternate schedule should they wish to make such a request in the future.

8 g. The parties shall be returning to California with the children for the Christmas  
9 holidays, from December 18, 2009 to January 3, 2010.

10 6. Pursuant to Family Code §3048, the Court finds that this court has jurisdiction over  
11 the minor children as California is the children's home state. Both parties were represented by  
12 counsel in connection with this Stipulation and Order, and had knowledge of the orders made by the  
13 court, which are set forth in the within stipulation. The country of habitual residence of the children  
14 is the United States of America. Any violation of these custody and visitation orders may subject the  
15 party in violation to civil or criminal penalties, or both.

16 **Child Care**

17 7. The Parties shall provide the other with all information regarding any child care  
18 provider for the children including contact information, work history, qualifications, and referrals.

19 **Supplemental Review and Update**

20 8. Upon the parties' return to Los Angeles (after filming of this season's Gossip Girl),  
21 commencing April 2010, the parties shall meet and confer to re-evaluate the step-up plan for Helena.

22 **Co-Parenting Counseling**

23 9. The parties shall attend co-parenting counseling as recommended by Dr. Strachan in  
24 his report dated July 3, 2009.

25 **Location.**

26 10. The Court finds that Respondent has already provided her home address in New York  
27 to the Petitioner. Petitioner shall provide his home address in the Hamptons to the Respondent no  
28 later than September 7, 2009, and shall start residing at said residence by no later than September

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15, 2009. Respondent shall have the right to see the Petitioner's residence at any time that is mutually convenient for both parties. In the event Petitioner is unable to secure a residence in the Hamptons by September 7, 2009, Petitioner shall reside in Manhattan for the time period through March 2010, at the apartment he previously occupied on 42<sup>nd</sup> Street. In the event Petitioner does reside in Manhattan for the time period through March 2010, then the parties' custodial schedule with Hermes shall be on a 2-2-3 basis, with equal time-share with each party. In such event, the days that Petitioner exercises his custodial time with Helena shall coincide with Hermes' transition days. Both parties shall provide to minor's counsel sufficient proof of his/her temporary residence in New York by way of a copy of his/her respective lease agreement. Both parties shall provide the other party with the address of any location at which he or she intends to spend the night or night(s) with either child. The address shall be provided at least 24 hours prior to the overnight stay.

Prior to commencing Petitioner's custodial time with Hermes in New York, Petitioner shall provide at least 48 hours notice or other agreed upon time frame to provide Respondent with his address. In the event Petitioner is unable to do so in said time frame, Petitioner shall stay at Residence AKA Hotel until an additional residence is secured.

DK

~~SA~~

DG

Jul. 27. 2009 5:26PM

No. 0714 P. 9

In re Marriage of GIERSCH

L.A.S.C. Case No. SD 026 864

1 15, 2009. Respondent shall have the right to see the Petitioner's residence at any time that is  
 2 mutually convenient for both parties. In the event Petitioner is unable to secure a residence in the  
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 4 March 2010, at the apartment he previously occupied on 42<sup>nd</sup> Street. In the event Petitioner does  
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 8 Both parties shall provide to minor's counsel sufficient proof of his/her temporary residence in New  
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 10 party with the address of any location at which he or she intends to spend the night or night(s) with  
 11 either child. The address shall be provided at least 24 hours prior to the overnight stay.

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 13 *Hermes in New York, Petitioner shall provide at least*  
 14 *48 hours notice or other agreed upon time frame*  
 15 *to provide Respondent with his address. In the*  
 16 *event Petitioner is unable to do so in said time*  
 17 *frame, Petitioner shall stay at Residence AKA*  
 18 *Hotel until an additional residence is secured.*

DK

AP

DG

*[Handwritten signature]*

28

In re Marriage of GJERSCH


L.A.S.C. Case No. SD 026 864

11. Each party's execution of the instant Stipulation shall be deemed as the party having been personally served with this Stipulation and Order Thereon, for purposes of enforcement including contempt.

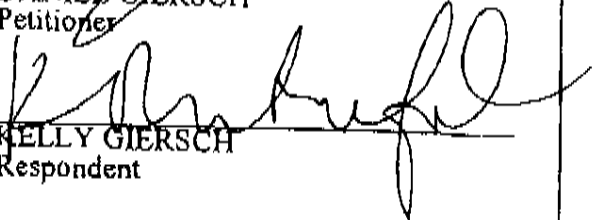
12. This Stipulation may be signed by facsimile and in counter-parts.

APPROVED AS TO FORM AND CONTENT:

DATED: 8/27/2009

  
DANIEL GJERSCH  
Petitioner

DATED: 7/27/2009

  
KELLY GJERSCH  
Respondent

APPROVED AS TO FORM:

DATED: 7/27/2009

HARRIS • GINSBERG LLP  
By   
FAHITAKESH HALLIN/DENA I. KRAVITZ  
Attorneys for Petitioner  
DANIEL GJERSCH

DATED: 7/27/2009

HALL FAMILY LAW  
By   
STEFANIE HALL  
Attorneys for Respondent  
KELLY GJERSCH (RUTHERFORD)

Dated: \_\_\_\_\_

**FAXED SIGNATURE ATTACHED**  
AMIR PICHVAI,  
Minors' counsel

IT IS SO ORDERED.

ORDER

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

HON. C. KARLAN, JUDGE OF THE  
SUPERIOR COURT

Jul. 27. 2009 5:26PM

No. 0714 P. 13

In re Marriage of GIERSCH


L.A.S.C. Case No. SD 026 864

1 11. Each party's execution of the instant Stipulation shall be deemed as the party having  
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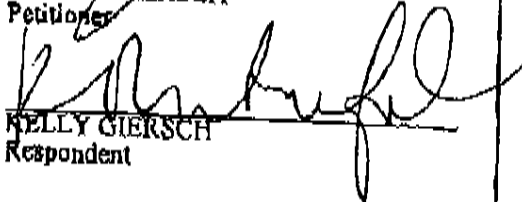
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6 APPROVED AS TO FORM AND CONTENT:

7 DATED: 7/27/, 2009


  
DANIEL GIERSCH  
Petitioner

9 DATED: 7/27, 2009

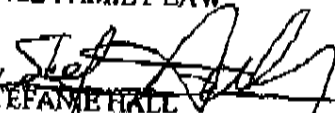
  
KELLY GIERSCH  
Respondent

12 APPROVED AS TO FORM:

14 DATED: 7/27, 2009

HARRIS • GINSBERG LLP  
By   
RAHITAKESH HALLIN/DENA KRAVITZ  
Attorneys for Petitioner  
DANIEL GIERSCH

19 DATED: 7/27, 2009

HALL FAMILY LAW  
By   
STEFANIE HALL  
Attorneys for Respondent  
KELLY GIERSCH (RUTHERFORD)

23 Dated: 7-27-09

  
AMIR PICHVAL  
Minors' counsel

26 IT IS SO ORDERED.

ORDER

28 DATED: 7/30/09

  
HON. C. KARLAN, JUDGE OF THE  
SUPERIOR COURT