JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS
455 Golden Gate Avenue
San Francisco, California 94102-3688

Report

TO: Members of the Judicial Council

FROM: Diane Nunn, Director
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DATE: April 2, 2009

SUBJECT: Family Law: Summary Dissolution (revise forms FL-800 and FL-810) (Action Required)

Issue Statement

To be eligible to use the summary dissolution procedure, the parties' unpaid community obligations and community and separate property assets must not exceed the statutory limits under Family Code section 2400. This statute requires that the maximum dollar amounts be adjusted biennially to reflect changes in the cost of living. The statute also mandates that the Judicial Council compute and publish the adjusted amounts, which are included in Judicial Council forms FL-800 (*Joint Petition for Summary Dissolution of Marriage)* and FL-810 (*Summary Dissolution Information).*

Recommendation

The Administrative Office of the Court, Center for Families, Children & the Courts, recommends that, effective July 1, 2009, the Judicial Council revise forms FL-800 and FL-810 to reflect adjusted amounts for community property unpaid obligations under Family Code section 2400(a)(6)[1] and community and separate property assets under Family Code section 2400(a)(7).[2]

The forms proposed for revision are attached at pages 4–28.

Rationale for Recommendation

Family Code section 2400(b) requires that on January 1 of each odd-numbered year, the dollar limitations on items indicated in Family Code section 2400(a)(6) and (a)(7) be adjusted to reflect any change in the value of the dollar. The statutory formula for

[1] Unpaid obligations incurred by either or both of the parties after their date of marriage, excluding the amount of any unpaid obligation with respect to an automobile.
[2] The total fair market value of community property and separate property assets, excluding all encumbrances and automobiles, including any deferred compensation or retirement plan.

determining these adjustments requires multiplying the base amount by the percentage change in the California Consumer Price Index (CPI). The results are then rounded to the nearest thousand dollars. The calculation is shown on page three of this report.

Based on the 224.807 annual average of the 2008 California Consumer Price Index, the adjusted limit of the total fair market value of community and separate property assets is $38,000. The adjustment results in no change to the maximum amount for unpaid community obligations. To reflect the change, (1) the *Joint Petition for Summary Dissolution of Marriage* (form FL-800) would be modified to increase the limitation on assets from $36,000 to $38,000, and (2) the instructional booklet titled *Summary Dissolution Information* (form FL-810) would be modified to reflect the changes in form FL-800. The Spanish translation of this booklet (form FL-810S) also will be updated.

Alternative Actions Considered

The adjustment is required by statute; no alternative actions were considered.

Comments from Interested Parties

This proposal was not circulated for comment. Under rule 10.22(d)(2) of the California Rules of Court, the statutory adjustment proposed for forms FL-800 and FL-810 is a minor substantive change and is unlikely to create controversy.

Implementation Requirements and Costs

Implementation of the revisions will require courts to incur standard reproduction costs for the forms.

Attachments

Asset and Debt Limits in Summary Dissolution Proceedings
(Fam.Code, § 2400)

Formula

Under Family Code section 2400(b), the dollar limits for community property debts and community and separate property assets in actions for Summary Dissolution shall be adjusted by multiplying the base amount by the percentage change in the California Consumer Price Index as compiled by the Department of Industrial Relations, with the result rounded to the nearest thousand dollars.

$$\text{Adjusted limit} = \left[\frac{\text{CCPI(AA) 2008} - \text{CCPI(AA) 2006}}{\text{CCPI(AA) 2006}} + 1 \right] \times \text{Published limit}$$

Definition

"CCPI(AA)" means the California Consumer Price Index, Annual Average, as established by the California Department of Industrial Relations.

January 1, 2009, calculation and adjustment for community debts

Under Family Code section 2400(a)(6), the total unpaid obligations incurred by either or both of the parties after their date of marriage, excluding the amount of any unpaid obligation with respect to an automobile community debts, effective July 1, 2009, shall not exceed $6000. The calculation is as follows:

$$\$6{,}407.80 = \left[\frac{224.807 - 210.5}{210.5} + 1 \right] \times \$6{,}000.00$$

Under Family Code section 2400(b), the adjusted limit is rounded to the nearest thousand dollars.

January 1, 2009, calculation and adjustment for community and separate property assets

Under Family Code section 2400(a)(7), the total fair market value of community and separate property assets, excluding all encumbrances and automobiles, including any deferred compensation or retirement plan, effective July 1, 2009, shall not exceed $38,000. The calculation is as follows:

$$\$38{,}446.80 = \left[\frac{224.807 - 210.5}{210.5} + 1 \right] \times \$36{,}000.00$$

Under Family Code section 2400(b), the adjusted limit is rounded to the nearest thousand dollars.

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number and address):*	*FOR COURT USE ONLY*
TELEPHONE NO.: FAX NO. *(Optional):* E-MAIL ADDRESS *(Optional):* ATTORNEY FOR *(Name):*	**Draft 4 gds 03/13/09** **Not approved by the Judicial Council**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
MARRIAGE OF HUSBAND: WIFE:	
JOINT PETITION FOR SUMMARY DISSOLUTION OF MARRIAGE	CASE NUMBER:

We petition for a summary dissolution of marriage and declare that all the following conditions exist on the date this petition is filed with the court:

1. We have read and understand the *Summary Dissolution Information* booklet (form FL-810).
2. We were married on *(date):*
   (A summary dissolution of your marriage will not be granted if you file this petition more than five years after the date of your marriage.)
3. One of us has lived in California for at least six months and in the county of filing for at least the three months preceding the date of filing.
4. There are no minor children who were born of our relationship before or during our marriage or adopted by us during our marriage. The wife, to her knowledge, is not pregnant.
5. Neither of us has an interest in any real property anywhere. **(You may have a lease for a residence in which one of you lives. It must terminate within a year from the date of filing this petition. The lease must not include an option to purchase.)**
6. Except for obligations with respect to automobiles, on obligations incurred by either or both of us during our marriage, we owe no more than $6,000.
7. The total fair market value of community property assets, not including what we owe on those assets and not including automobiles, is less than $38,000.
8. Neither of us has separate property assets, not including what we owe on those assets and not including automobiles, in excess of $38,000.
9. We each have filled out and given the other an *Income and Expense Declaration* (form FL-150).
10. We each have filled out and given the other copies of the worksheets on pages 8, 10, and 12 of the *Summary Dissolution Information* booklet (form FL-810) used in determining the value and division of our property. We have told each other in writing about any investment, business, or other income-producing opportunities that came up after we were separated based on investments made or work done during the marriage and before our separation. This meets the requirements of preliminary declaration of disclosure.
11. *(Check whichever statement is true.)*
    a. ☐ We have no community assets or liabilities.
    b. ☐ We have signed an agreement listing and dividing all our community assets and liabilities and have signed all the papers necessary to carry out our agreement. A copy of our agreement is attached to this petition.
12. Irreconcilable differences have caused the irremediable breakdown of our marriage, and each of us wishes to have the court dissolve our marriage without our appearing before a judge.
13. ☐ The wife desires to have her former name restored. Her former name is *(specify name):*

    ☐ The husband desires to have his former name restored. His former name is *(specify name):*

Form Adopted for Mandatory Use
Judicial Council of California
FL-800 [Rev. July 1, 2009]

Family Code, §§ 2109, 2400–2406
www.courtinfo.ca.gov

HUSBAND: WIFE:	CASE NUMBER:

14. Upon entry of judgment of summary dissolution of marriage, we each give up our rights to appeal and to move for a new trial.

15. **Each of us forever gives up any right to spousal support from the other.**

16. We agree that this matter may be determined by a commissioner sitting as a temporary judge.

17. **Mailing address of husband**
Name:
Address:

City:
State:
Zip Code:

18. **Mailing address of wife**
Name:
Address:

City:
State:
Zip Code:

19. Number of pages attached: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing and all attached documents are true and correct.

Date:

}_____
(SIGNATURE OF HUSBAND)

I declare under penalty of perjury under the laws of the State of California that the foregoing and all attached documents are true and correct.

Date:

}_____
(SIGNATURE OF WIFE)

NOTICES

Your divorce will not be final until husband or wife files a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820) and receives a stamped copy back from the court. Either husband or wife can file form FL-820 with the court six months after you file this petition. Until husband or wife files form FL-820, either one of you can stop the divorce by filing a *Notice of Revocation of Petition for Summary Dissolution* (form FL-830).

Dissolution may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit card accounts, other credit accounts, insurance policies, and credit reports to determine whether they should be changed or whether you should take any other actions. However, some changes may require the agreement of your spouse or a court order. (See Fam. Code, §§ 231–235.)

SUMMARY DISSOLUTION INFORMATION

This booklet is available in English and Spanish from the office of the court clerk in the superior court of each county in California, or at *www.courtinfo.ca.gov/selfhelp*.

Este folleto puede obtenerse en inglés y en español en la Dirección de Registro Público del Condado (Office of the Court Clerk) o en la Corte Superior (Superior Court) de cada condado en el estado de California *www.sucorte.ca.gov*.

CONTENTS

Page

I. WHAT IS THIS BOOKLET ABOUT? 1

II. SOME TERMS YOU NEED TO KNOW 2

III. WHO CAN USE THE SUMMARY DISSOLUTION PROCEDURE? 3

IV. SOME TIME PERIODS TO KEEP IN MIND 4

V. AN IMPORTANT DIFFERENCE BETWEEN SUMMARY DISSOLUTION AND REGULAR DISSOLUTION 5

VI. HOW DO YOU FIGURE OUT THE VALUE OF YOUR PROPERTY AND THE AMOUNT OF YOUR DEBTS? 6

VII. WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY 7

WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY 10

WORKSHEET FOR DETERMINING COMMUNITY OBLIGATIONS AND THEIR DIVISION 12

VIII. WHAT SHOULD BE INCLUDED IN THE PROPERTY SETTLEMENT AGREEMENT? 13

IX. SAMPLE PROPERTY SETTLEMENT AGREEMENT 14

X. WHAT STEPS DO YOU HAVE TO TAKE TO GET A SUMMARY DISSOLUTION? 17

XI. WHAT YOU SHOULD KNOW ABOUT REVOCATION 19

XII. SHOULD YOU SEE A LAWYER? 20

XIII. SOME GENERAL INFORMATION 21

I . WHAT IS THIS BOOKLET ABOUT?

This booklet describes a way to end a marriage through a kind of divorce called **summary dissolution.**

The official word for **divorce** in California is **dissolution.** There are two ways of getting a divorce, or dissolution, in California. The usual way is called a **regular dissolution.**

Summary dissolution is a shorter and easier way. But not everybody can use it. Briefly, a summary dissolution is possible for couples who

1. have no children together;
2. have been married five years or less;
3. don't own very much;
4. don't owe very much;
5. don't want spousal support from each other; and
6. have no disagreements about how their belongings and their debts are going to be divided up once they are no longer married to each other.

With this procedure you won't have to appear in court. You may not need a lawyer, but it is in your best interest to see a lawyer about the ending of your marriage. See page 20 for more details about how a lawyer can help you.

For a summary dissolution, you prepare and file a *Joint Petition for Summary Dissolution of Marriage* (form FL-800), together with a property settlement agreement,* with the superior court clerk in your county. After a six-month waiting period—during which either of you can stop the process if you change your mind—you apply for and receive a final divorce.

This booklet will tell you

1. who can use the summary dissolution procedure;
2. what steps you must take to get a summary dissolution;
3. when it would help to see a lawyer; and
4. what risks you take when you use this procedure rather than the regular dissolution procedure.

If you wish to use the summary dissolution procedure, you must, at the time you file the joint petition, sign a statement that says you have read and understood this booklet. It's important for you to read the whole booklet very carefully.

Save this booklet for at least six months if you decide to start a summary dissolution. It will tell you how to complete the procedure.

If you fail to complete the procedure either by revoking it or obtaining a final divorce, the court may dismiss the case to clear its records.

Domestic Partners

Domestic partners who want to end their relationship in California can use either a regular dissolution or a special summary dissolution for domestic partners. The California Secretary of State prepares the forms for summary dissolution of a domestic partnership. They can be found on the Internet at *www.sos.ca.gov.* Do not use this guide.

SPECIAL WARNING

If you are an alien who became a lawful permanent resident on the basis of your marriage to a U.S. citizen or to a lawful permanent resident, obtaining a dissolution within two years of your marriage may lead to your deportation. You should consult a lawyer before obtaining a divorce.

* A property settlement agreement is an agreement that the two of you write or have someone write for you after you fill out the worksheets in this booklet. The agreement spells out how you will divide what you own and what you owe.

II. SOME TERMS YOU NEED TO KNOW

In the following pages you will often see the terms *community property, separate property,* and *community obligations.* Those terms are explained in this section.

As a married couple, the two of you are, in the eyes of the law, a single unit. There are certain things that you **own together** rather than separately. And there may be certain debts that you **owe together.** If one of you borrows money or buys something on credit, the other one can be made to pay.

If your marriage breaks up, you become two separate individuals again. Before that can happen, you have to decide what to do with the things you *own* as a couple and the money you *owe* as a couple.

The laws that cover these questions contain the terms *community property, separate property*, and *community obligations.* To understand what these terms mean, you should have a clear idea of **the length of time you lived together as husband and wife.** This is the period between your marriage day and the day you separated.

It may not be easy to decide exactly when you separated. In most cases, the day of the separation is the day the couple stopped living together. However, you may want to choose the day when you definitely decided to get a divorce and took some action to show this (like telling your spouse that you wanted a divorce).

Community Property

Community property is everything a husband and a wife **own together.**

In most cases that includes

1. money you now have that either of you earned during the time you were living together as husband and wife; and
2. anything either of you bought with money earned during that period. It doesn't matter if only one of you earned or spent the money.

Separate Property

Separate property is everything a husband or a wife **owns separately.**

In most cases that includes

1. anything either of you owned before you got married;
2. anything either of you earned or received after your separation; and
3. anything either of you received, as a gift or by inheritance, at any time.

Community Obligations

Community obligations are the debts a husband and a wife **owe together.**

In most cases that includes anything you still owe on any debts either of you acquired during the time you were living together as husband and wife. (For instance, if you bought furniture on credit while you were married and living together, the unpaid balance is a part of your community obligations.) It usually doesn't matter if the debt was in the name of one spouse only, like on a credit card.

NOTE: If you lived together before your marriage, you may wish to see a lawyer about possible additional rights either of you may have.

III. WHO CAN USE THE SUMMARY DISSOLUTION PROCEDURE?

You can use the summary dissolution procedure only if **all** of the following statements are true about you at the time you file the *Joint Petition for Summary Dissolution of Marriage* (form FL-800). Check this list very carefully.
If even *one* of these statements is not true for you, you cannot get a divorce in this way.

_____ 1. We have both read this booklet, and we both understand it.

_____ 2. We have been married five years or less.

_____ 3. No children were born to the two of us together before or during our marriage.

_____ 4. We have no adopted children under 18 years of age.

_____ 5. The wife is not pregnant.

_____ 6. Neither of us owns any part of any land or buildings.

_____ 7. Our community property is not worth more than $38,000.*

_____ 8. Neither of us has separate property worth more than $38,000.*

_____ 9. The total of our community obligations (other than vehicles) is $6,000 or less.**

For deciding on statements 7, 8, and 9, use the guide on pages 6–12.

_____ 10. At least one of us has lived in California for the past six months or longer *and* has lived in the county where we are filing for dissolution for the past three months or longer.

_____ 11. We have prepared and signed an agreement that states how we want our possessions and debts to be divided between us (or states that we have no community property or community obligations).

_____ 12. We have both signed the joint petition and all other papers needed to carry out this agreement.

_____ 13. We both want to end the marriage because of serious, permanent differences.

_____ 14. We have both agreed to use the summary dissolution procedure rather than the regular dissolution procedure.

_____ 15. We are both aware of the following facts:

a. There is a six-month waiting period, and either of us can stop the divorce at any time during this period.

b. Our marriage will be completely ended only if, after the waiting period, one of us files with the superior court clerk a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820).

c. After the dissolution becomes final, neither of us has any right to expect money or support from the other except that which is included in the property settlement agreement.

d. By choosing the summary dissolution procedure, we give up certain legal rights that we would have if we had used the regular dissolution procedure. (These rights are explained on page 5.)

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*Do not count cars in this total.
**Do not count car loans in this total.

IV. SOME TIME PERIODS TO KEEP IN MIND

When working through the summary dissolution procedure, you need to have these dates clearly in mind: (1) when you were married, (2) when you separated, (3) when you plan to file the joint petition, and (4) when you can expect the final dissolution.

Marriage

Separation

Filing of Joint Petition

Final Dissolution

1. The time between your marriage day and your separation is the time during which the money you earned and the things you bought with it count as **community property.** Debts either of you took on during this period count as **community obligations.**

2. **The time between your marriage day and the day you file the joint petition cannot be more than five years.** If you have had your fifth anniversary by the time of filing, you cannot use the summary dissolution procedure, you have to use the regular dissolution procedure. For example, if you married on February 14, 2003, the last date you can file for summary dissolution is February 13, 2008. After that time, you must file a regular dissolution.

3. **The time between the filing of the joint petition and the day you receive the final dissolution must be at least six months. During** this six-month period, either of you can stop the process by filing, with the superior court clerk, a *Notice of Revocation of Petition for Summary Dissolution* (form FL-830).

   After this six-month period—unless the process has been stopped—either of you can complete the dissolution procedure by filing with the superior court clerk a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820).

NOTICE: If, after the six-month waiting period, neither spouse has taken steps to complete the dissolution, either spouse continues to have the right to stop it.

V. AN IMPORTANT DIFFERENCE BETWEEN SUMMARY DISSOLUTION AND REGULAR DISSOLUTION

With a regular dissolution, the husband or wife can ask for a court hearing or trial. And with a regular dissolution, if either spouse is unhappy with the judge's final decision, it is possible to challenge that decision. This can be done, for example, by asking for a new trial. It is also possible to **appeal** the decision by taking the case to a higher court.

With a summary dissolution, there is no trial or hearing. Couples who choose this method of getting a divorce do not have the right to ask for a new trial (since there is no trial) or the right to appeal the case to a higher court.

There are, however, some cases in which a divorce agreement under a summary dissolution can be challenged. You will have to see a lawyer about this. The court *may* have the power to set aside the divorce if you can show that one of the following things happened:

1. **You were treated unfairly in the property settlement agreement.**

   This is possible if you find out the things you agreed to give to your spouse were much more valuable than you thought at the time of the dissolution.

2. **You went through the dissolution procedure against your will.**

   This is possible if you can show that your spouse used threats or other kinds of unfair pressure to get you to go along with the divorce.

3. **There are serious mistakes in the original agreement.**

   Some kinds of mistakes can make the dissolution invalid, but you will have to go to court to prove the mistakes. It may be that one or both of you had a lot of property that you had forgotten about when you drew up the property settlement agreement. Or maybe a bank account mentioned in the agreement had much more money or much less money in it than your agreement states.

4. **You each did not complete the *Income and Expense Declaration* (form FL-150) and property worksheets on pages 8, 10, and 12 and give copies to your spouse.**

   California law requires that you fully share all information about your property and debts as well as your income. You have to share this information before you sign your property settlement agreement.

Correcting mistakes and unfairness in a summary dissolution proceeding can be expensive, time-consuming, and difficult. It is very important for both of you to be honest, cooperative, and careful when you or your lawyers do the paperwork for the dissolution.

VI. HOW DO YOU FIGURE OUT THE VALUE OF YOUR PROPERTY AND THE AMOUNT OF YOUR DEBTS?

Section III lists statements that must be true if you want to use the summary dissolution procedure.

Statement 7 reads: "Our community property is not worth more than $38,000."

Your community property is the money and things you own jointly as husband and wife. This was explained on page 2. The value of your community property is determined by adding together (1) the amount of **money** you have as community property and (2) the "fair market value" of the **possessions** you have as community property.

The **fair market value** is an estimate of the amount of money you could get if you sold these items to a stranger—for example, through a classified ad in the newspaper. It does **not** mean what you paid for it originally, and it does **not mean how much it would cost you to replace it if you lost it.**

One way of estimating the fair market value of your goods is to use prices for equivalent items in other people's classified ads for secondhand goods.

Three kinds of items go into figuring out your community property:

1. Money (as in bank accounts and credit union accounts);
2. Things you own outright (furniture that is already paid for, for example); and
3. Things you are buying on credit.

When you include things you still owe money on, subtract the amount of money you still owe on them from the fair market value.

You should not include the value of a car in this list.

Statement 8 reads: "Neither of us has separate property worth more than $38,000."

Separate property is property that each spouse owns separately. The term is explained on page 2. Separate property includes the same kinds of things used in determining community property. And again, you should not include cars in this list.

Statement 9 reads: "The total of our community obligations (other than cars) is $6,000 or less."

Your community obligations are the debts that you and your spouse owe jointly. The term is explained on page 2. List all the debts you have that you took on while you were living together as husband and wife. If you borrowed money before you got married, you do **not** have to include that in your community obligations. If you bought furniture on credit after you got married but before you separated, you **have to** include the amount of money you still owe on the furniture. If you bought a stereo after you separated, you do **not** have to include that.

Do not include car loans in this list.

NOTICE: The law for summary dissolution allows you to leave out cars when you figure out whether you are **eligible** for this kind of divorce. But if you do have cars as part of your community property, you still have to decide who is going to own them (and who is going to pay for them) after your divorce. You must include them in your property settlement agreement.

Worksheets for figuring out these amounts are found on pages 7–12. You must complete and give to your spouse the worksheets on pages 8 (Value of Separate Property), 10 (Value and Division of Community Property), and 12 (Community Obligations and Their Division) to meet the requirement that you fully disclose your assets and debts to each other. Sample worksheets showing how to fill out those forms are on pages 7, 9, and 11.

HUSBAND:	CASE NUMBER:
WIFE:	

VII. SAMPLE WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY

This worksheet will help you determine whether you are eligible to use the summary dissolution procedure. The total fair market value of the **wife's separate property** cannot be more than $38,000. The total fair market value of the **husband's separate property** cannot be more than $38,000. Separate property is anything that either of you owned or earned before you got married, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage. Do not include cars.

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc. **Item**	**Wife's Property—Fair Market Value**	**Husband's Property—Fair Market Value**
Credit union savings—wife (before marriage)	420	
Savings bonds—husband (bought before marriage)		250
Pension plan benefits—wife (before marriage and after separation)	1500	
Pension plan benefits—husband (before marriage and after separation)		1300
B. Items owned outright **Item**		
Clothes—wife (bought before marriage)	350	
Stocks—wife (birthday present from father)	375	
Furniture—wife (owned before marriage)	460	
Camera—husband (owned before marriage)		229
Wristwatch—husband (bought after separation)		142
Clothes—husband (bought after separation)		250

C. Items being bought on credit **Item**	**Fair Market Value**	**Minus What's Owed**			
TV set—wife (after separation)	400	350	=	50	
Clothes—wife (after separation)	220	170	=	50	
			=		
			=		
			=		
			=		
			=		
	GRAND TOTALS: WIFE'S AND HUSBAND'S SEPARATE PROPERTY			3205	2171

HUSBAND: WIFE:	CASE NUMBER:

VII. WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY

This worksheet will help you determine whether you are eligible to use the summary dissolution procedure. The total fair market value of the **wife's separate property** cannot be more than $38,000. The total fair market value of the **husband's separate property** cannot be more than $38,000. Separate property is anything that either of you owned or earned before you got married, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage. Do not include cars.

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc. **Item**			**Wife's Property— Fair Market Value**	**Husband's Property— Fair Market Value**
B. Items owned outright **Item**				
C. Items being bought on credit **Item**	**Fair Market Value**	**Minus What's Owed**		
		=		
		=		
		=		
		=		
		=		
		=		
		=		
	GRAND TOTALS: WIFE'S AND HUSBAND'S SEPARATE PROPERTY			

HUSBAND:	CASE NUMBER:
WIFE:	

VII. SAMPLE WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY

This side of the sheet will help you determine whether you are **eligible** to use the summary dissolution procedure. The grand total value of your community property cannot be more than $38,000.

This side of the sheet will help you decide on a fair division of your property. It will help you prepare your property settlement agreement.

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.

Item	Amount	Wife Receives	Husband Receives
Savings account	150	150	
Life insurance (cash value)	250	250	
Pension plan—wife	600	600	
Pension plan—husband	500		500
Checking account	180		180
Subtotal A	1680	1000	680

B. Items you own outright (for example, stocks and bonds, sports gear, furniture, household items, tools, interests in businesses, jewelry; do not include cars)

Item	Fair Market Value	Wife Receives	Husband Receives
Furniture & furnishings— wife's apartment	775	775	
Furniture & furnishings—husband's apartment	300		300
Terriers season tickets	285		285
Savings bonds	200	200	
Jewelry—wife	200	200	
Pet parrot and cage	40		40
Subtotal B	1800	1175	625

C. Items you are buying on credit (for example, stereo equipment, appliances, furniture, tools; do not include cars)

Item	Fair Market Value	Minus Amount Owed	=	Net Fair Market Value	Wife Receives	Husband Receives
Stereo set	305	150	=	155		155
Color television	400	100	=	300		300
Golf clubs	350	50	=	300		300
			=			
Subtotal C				755	0	755
Grand total value of community property = A + B + C				4235	2175	2060

HUSBAND:	CASE NUMBER:
WIFE:	

VII. WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY

This side of the sheet will help you determine whether you are **eligible** to use the summary dissolution procedure. The grand total value of your community property cannot be more than $38,000.

This side of the sheet will help you decide on a fair division of your property. It will help you prepare your property settlement agreement.

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.

Item	Amount	Wife Receives	Husband Receives
Subtotal A			

B. Items you own outright (for example, stocks and bonds, sports gear, furniture, household items, tools, interests in businesses, jewelry; do not include cars)

Item	Fair Market Value	Wife Receives	Husband Receives
Subtotal B			

C. Items you are buying on credit (for example, stereo equipment, appliances, furniture, tools; do not include cars)

Item	Fair Market Value	Minus Amount Owed	=	Net Fair Market Value	Wife Receives	Husband Receives
			=			
			=			
			=			
			=			
Subtotal C						
Grand total value of community property = A + B + C						

HUSBAND:	CASE NUMBER:
WIFE:	

VII. SAMPLE WORKSHEET FOR DETERMINING COMMUNITY OBLIGATIONS AND THEIR DIVISION

This side of the worksheet will help you determine whether you are **eligible** to use the summary dissolution procedure. The total amount of your community obligations (debts) cannot be more than $6,000. Do not include car loans. Be sure you include any other debts you took on while you were living together as husband and wife. List the amount you owe on the items from your **Worksheet for Determining Value and Division of Community Property.** Then add all other debts and bills, including loans, charge accounts, medical bills, and taxes you owe.

This side of the worksheet will help you decide on a fair way to divide up your community obligations. You will use this information in preparing a **property settlement agreement.**

Item	Amount Owed	Wife Will Pay	Husband Will Pay
Stereo set	150		150
Color TV	100		100
Golf clubs	50		50
Dr. R. C. Himple	74		74
Sam's Drugs	32		32
College loan	500		500
Cogwell's charge account	275	275	
Mister Charge account	68		68
Green's Furniture	123	123	
Dr. Irving Roberts	37	37	
Wife's parents	150	150	
TOTAL	1559	585	974
		Wife's Share of Community Obligations	**Husband's Share of Community Obligations**

HUSBAND: WIFE:	CASE NUMBER:

VII. WORKSHEET FOR DETERMINING COMMUNITY OBLIGATIONS AND THEIR DIVISION

This side of the worksheet will help you determine whether you are **eligible** to use the summary dissolution procedure. The total amount of your community obligations (debts) cannot be more than $6,000. Do not include car loans. Be sure you include any other debts you took on while you were living together as husband and wife. List the amount you owe on the items from your **Worksheet for Determining Value and Division of Community Property.** Then add all other debts and bills including loans, charge accounts, medical bills, and taxes you owe.

This side of the worksheet will help you decide on a fair way to divide up your community obligations. You will use this information in preparing a **property settlement agreement.**

Item	Amount Owed	Wife Will Pay	Husband Will Pay
TOTAL			
		Wife's Share of Community Obligations	**Husband's Share of Community Obligations**

VIII. WHAT SHOULD BE INCLUDED IN THE PROPERTY SETTLEMENT AGREEMENT?

A property settlement agreement should contain at least five parts:

I. **Preliminary Statement**
This part identifies the husband and wife, states that the marriage is being ended, and states that both husband and wife agree on the details of the agreement.

II. **Division of Community Property**
This part has two sections:
1. What the wife receives; and
2. What the husband receives.

III. **Division of Community Obligations**
This part has two sections:
1. The amount the wife must pay and whom she must pay it to.
2. The amount the husband must pay and whom he must pay it to.

IV. **Waiver of Spousal Support**
This part states that each spouse gives up all rights of financial support from the other.

V. **Date and Signature**
Both husband and wife must write the date and sign the agreement.

An example of a property settlement agreement is found on pages 14–16.

IX. SAMPLE PROPERTY SETTLEMENT AGREEMENT

Below is a sample of an acceptable **property settlement agreement.** You may use it as a model for your own agreement if you wish. You can find a fill-in-the blanks version of this agreement at *www.courtinfo.ca.gov/selfhelp* in the section on summary dissolution.

- The parts that are underlined will fit most cases. You can copy these parts for your own agreement. Since many of the words have special meanings in the law, you may wish to talk to a lawyer if you want to change the words.
- The parts printed in regular type (not underlined) are based on an imaginary couple. You will need to replace these parts with items that apply to your situation.
- The numbered notes in *italics* in the right-hand column are **not** part of the agreement. They are there to help you understand it. (You will not need the small [1] and [2] in the sample for your agreement.)

Remember, you can divide the items any way you want. As long as you both agree, the court will accept it. If you cannot agree about the division of your property and debts, you should file a regular dissolution.*

PROPERTY SETTLEMENT AGREEMENT

I. We are Waldo P. Smedlap, hereafter called Husband,[1] and Lydia T. Smedlap, hereafter called Wife. We were married on October 7, 2003, and separated on December 5, 2004. Because irreconcilable differences[2] have caused the permanent breakdown of our marriage, we have made this agreement together to settle once and for all what we owe to each other and what we can expect from each other. Each of us states here that nothing has been held back and that we have honestly included everything we could think of in listing the money and goods that we own; and each of us states here that we believe the other one has been open and honest in writing up this agreement. Each of us agrees to sign and exchange any papers that might be needed to complete this agreement.

[1] *Wherever the word* Husband *appears in this agreement, it will stand for Waldo P. Smedlap; wherever the word* Wife *appears, it will stand for Lydia T. Smedlap.*

[2] *This means there are problems in your marriage that you think can never be solved.* ***Irreconcilable differences*** *are the only legal grounds for getting a* ***summary dissolution.***

* At the trial in a regular dissolution, a judge would set a value on and divide community property and debts into two approximately equal parts as provided by California law.

Each of us also understands that even after a *Joint Petition for Summary Dissolution of Marriage* is filed, this entire agreement will be canceled if either of us revokes the dissolution proceeding.[3]

II. Division of Community Property[4]

We divide our community property as follows:

1. Husband transfers to Wife as her sole and separate property:

   A. All household furniture and furnishings located at her apartment at 180 Needlepoint Way, San Francisco.[5]

   B. All rights to cash in savings account at Home Savings.

   C. All cash value in life insurance policy insuring life of Wife through Sun Valley Life Insurance.

   D. All retirement and pension plan benefits earned by Wife during marriage.

   E. Two U.S. Savings Bonds, Series E.

   F. Wife's jewelry.

   G. 2003 Chevrolet 4-door sedan.

2. Wife transfers to Husband as his sole and separate property:

   A. All household furniture and furnishings located at his apartment on 222 Bond Street, San Francisco.

   B. All retirement and pension plan benefits earned by Husband during marriage.

   C. Season tickets to Golden State Terriers basketball games.

   D. One stereo set.

   E. One set of Jock Nicklaus golf clubs.

   F. One RAC color television.

   G. 2003 Ford station wagon.

   H. One pet parrot named Arthur, plus cage and parrot food.

   I. All rights to cash in checking account in Bank of America.

[3] *This means that the property agreement is a part of the dissolution proceeding. If either of you decides to stop the dissolution proceeding by turning in a* Notice of Revocation of Petition for Summary Dissolution *(form FL-830) (see page 19), this entire agreement will be canceled.*

[4] *Community property is property that you own as a couple (see page 2).*

If you have no community property, replace part II with the simple statement ***"We have no community property."***

[5] *If the furniture and household goods in one apartment are to be divided, they may have to be listed item by item.*

III. Division of Community Property (Debts)[6]

1. Husband will pay the following debts and will not at any time hold Wife responsible for them:

A. Mister Charge account.

B. Debt to Dr. R. C. Himple.

C. Debt to Sam's Drugs.

D. Debt to UC Berkeley for college education loan to Husband.[7]

E. Debt to Golf Store for golf clubs.

F. Debt to Everything Electronics for color TV and stereo set.

G. Debt to Used Ford Store for 2003 Ford.

2. Wife will pay the following debts and will not at any time hold Husband responsible for them:

A. Cogwell's charge account.

B. Debt to Wife's parents, Mr. and Mrs. Joseph Smith.

C. Debt to Green's Furniture.

D. Debt to Dr. Irving Roberts.

E. Debt to Friendly Finance Company for 2003 Chevrolet 4-door Sedan.

IV. Waiver of Spousal Support[8]

Each of us waives any claim for spousal support now and for all time.

V. Dated: _____ Dated: _____

_____ _____

Waldo P. Smedlap Lydia T. Smedlap

[6] *If you have no unpaid debts, replace part III with the simple statement* ***"We have no unpaid community obligations."***

[7] *A general rule for dividing debts is to give the debt over to the person who benefited more from the item. In the sample agreement, because the husband received the education, he should pay off the loan.*

[8] *You each give up the right to have your spouse support you.*

X. WHAT STEPS DO YOU HAVE TO TAKE TO GET A SUMMARY DISSOLUTION?

If after reviewing the information in this booklet you feel your marriage will qualify for a summary dissolution, you should carefully go through the following 15 steps. You can fill out the forms, worksheets, and agreements in the summary dissolution section

- online, for free, at *www.courtinfo.ca.gov/selfhelp;*
- with a typewriter; or
- with neat printing.

1. _____ Turn to page 8 and complete the Worksheet for Determining Value of Separate Property. See page 7 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse and keep one for your records.

2. _____ Turn to page 10 and complete the Worksheet for Determining Value and Division of Community Property. See page 9 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse and keep one for your records.

3. _____ Turn to page 12 and complete the Worksheet for Determining Community Obligations and Their Division. See page 11 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse and keep one for your records.

4. _____ Fill out an *Income and Expense Declaration* (form FL-150). You both need to fill out this form and give it to your spouse before you sign your property settlement agreement or complete your divorce. Make one extra copy of your form after it has been completed. Give one copy to your spouse and keep one for your records.

5. _____ Type or print your property settlement agreement if you have any property or debts to divide. Both of you must date and sign it. Make two extra copies. See pages 13–16 for an example and instructions. You can also find a version that you can fill in online at *www.courtinfo.ca.gov/selfhelp* in the information on summary dissolution.

6. _____ Fill out a *Joint Petition for Summary Dissolution of Marriage* (form FL-800)*. Both* of you must sign and date this petition. Make two extra copies of this form. (This is the form you need to ***START*** the process.)

   Note: *When signing your joint petition and your property settlement agreement, you are signing these documents under penalty of perjury under the law of the state of California, which is the same as being sworn to testify in court.* ***You may not sign each other's name.***

7. _____ Make three sets of forms that include copies of your property settlement agreement and a copy of your *Joint Petition for Summary Dissolution of Marriage* (form FL-800)*.* Staple each set together.

8. _____ Make one extra copy of a blank *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820). (This is the form you need to **COMPLETE** the process.) Each of you should keep one copy for future use. See instructions later in this section.

9. _____ Make one extra copy of a blank *Notice of Revocation of Petition for Summary Dissolution* (form FL-830). (This is the form you would need to **STOP** the process.) You may wish to use it during the waiting period if you change your mind and want to stop the process. You should keep one copy. See page 19 for more information.

10. _____ Bring all of your copies to the superior court clerk's office. The location of your superior court clerk's office can be found in the phone book or online at *www.courtinfo.ca.gov/courts/trial/courtlist.htm.* The clerk will stamp the date on all copies, will keep one copy of each document, and will return the other two to you. One is for the husband and one is for the wife.

11. ____ Pay the superior court clerk's filing fee. If you cannot afford to pay the filing fee, you may qualify for a fee waiver based upon your income. To request a fee waiver, see *Information Sheet on Waiver of Court Fees and Costs* (form FW-001-INFO). You will need to prepare an *Application for Waiver of Court Fees and Costs* (form FW-001), and an *Order on Application for Waiver of Court Fees and Costs* (form FW-003).

12. ____ Put your copies of all the documents in a safe place.

13. ____ Wait for six months.

14. ____ After the waiting period, if you have decided to go through with the dissolution and neither of you has stopped it by filing the revocation form, fill out a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820) and make two extra copies of the completed form.

15. ____ Bring all copies of the form FL-820 to the superior court clerk, along with two preaddressed and stamped envelopes. One envelope must be addressed to you and the other to your spouse.

    The clerk will (1) take the document, (2) record it in the court's records, (3) keep one copy, and (4) mail one of the other two copies to you and one to your spouse after it is signed by the judge.

    On the day the judge signs your *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment*:

    a. your marriage is ended;
    b. the agreements you made in your property settlement agreement are binding—you will then own the property assigned to you, and you will have to pay the bills assigned to you;
    c. except for those agreements, you and your spouse have no further obligations to each other; and
    d. you are legally free to remarry.

NOTICE: The filing of the *Joint Petition for Summary Dissolution of Marriage* (form FL-800) must be done by both husband and wife. The filing of the *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820) can be done by either husband or wife.

REMEMBER: Either of you can stop the process by filling out a *Notice of Revocation of Petition for Summary Dissolution* (form FL-830) and bringing it to the superior court clerk, either during the six-month waiting period or at any time before the other person files a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820).

XI. WHAT YOU SHOULD KNOW ABOUT REVOCATION

It is important to realize that the *Notice of Revocation of Petition for Summary Dissolution* (form FL-830) is not just another form you are supposed to fill out and turn in.

Do not fill it out and do not bring it to the superior court clerk unless you want to stop the divorce!

What is the notice of revocation for?

This is the form you need if you want to stop the divorce. **Revoking** the agreement is canceling or stopping it.

What reasons are there for revoking?

There are three reasons you might have for wanting to stop the summary dissolution:

1. You have decided to return to your spouse and continue the marriage;
2. You want to change over to the regular dissolution as a better way of getting your divorce; or
3. The wife discovers she is pregnant.

Why might you want to change over to the regular dissolution?

You may come to believe that you will get a better settlement if you go to court than with the agreement you originally made with your spouse. (Maybe, after thinking it over, you feel you aren't receiving a fair share of the community property.)

How do you do it?

At the time you picked up the joint petition forms, you and your spouse also received three copies of the *Notice of Revocation of Petition for Summary Dissolution* (form FL-830). Fill out all three copies of that form, sign them, and bring them to the superior court clerk's office. You can do this alone. This form does not need your spouse's signature.

If you do this at any time during the six-month waiting period, you will stop the divorce proceeding.

Can the dissolution be stopped once the waiting period is over?

If neither you nor your spouse has yet filed a *Request for Judgment, Judgment of Dissolution of Marriage, and Notice of Entry of Judgment* (form FL-820)**,** you can still revoke the dissolution after the waiting period by filing the revocation form.

If you change over to a regular dissolution, what happens to the part of the waiting period that has passed?

You can apply the amount of time you waited on the summary dissolution to your regular dissolution. For example, if four months went by before you decided to revoke the summary dissolution, the waiting period for the regular dissolution will be shortened by four months.

However, you can save this time **only** if you file for a regular dissolution within 90 days of revoking the summary dissolution.

XII. SHOULD YOU SEE A LAWYER?

Must you have a lawyer to use the summary dissolution procedure?

No. You can do the whole thing by yourselves. But it would be wise to see a lawyer before you decide to do it yourselves. You should not rely on this booklet only. It is not intended to take the place of a lawyer.

If you want legal advice, does that mean you have to hire a lawyer?

No. You may hire a lawyer, of course, but you can also just visit a lawyer once or twice for advice on how to carry out the dissolution proceeding. Don't be afraid to ask the lawyer in advance what fee will be charged. It may be surprisingly inexpensive to have a lawyer handle your divorce.

Do you have to accept your lawyer's advice?

No, you don't. And if you are not pleased with what one lawyer advises, you can feel free to go to another one.

How can a lawyer help you with the summary dissolution procedure?

First, a lawyer can advise you, on the basis of your personal situation, whether you ought to use the regular dissolution procedure rather than the summary dissolution procedure.

Second, a lawyer can read your property settlement agreement to help you figure out if you've thought of everything you should have. (It is easy to forget things you don't see very often, such as savings bonds and safe deposit boxes.)

Third, there are many situations in which it is not easy to figure out what should count as community property and what should count as separate property. Suppose one of you had money before the marriage and put it into a bank account in both of your names and then both of you used money from that account. It may not be easy to decide how the money remaining in that account should be divided. A lawyer can advise you on how to make these decisions.

Fourth, there may be special situations in which your property settlement is not covered by the sample agreement on pages 14–16.

A lawyer can help you put the agreement in words that are legally precise and cannot be challenged or misinterpreted later.

Where can you find a lawyer?

The yellow pages of your telephone directory will list, under "Attorneys," "Attorney Referral Service," or "Lawyer Referral Service," organizations that can help you find a lawyer. In many cases you will be able to find an attorney who will charge only a small fee for your first visit. You can get information about free or low-cost legal services through the county bar association in your county. You can find information about certified lawyer referral services at *www.courtinfo.ca.gov/selfhelp.*

XIII. SOME GENERAL INFORMATION

What about income taxes?

If you have filed a joint tax return, both of you will still be responsible for paying any unpaid taxes even after your divorce.

If you are receiving a tax refund, you should agree in the property settlement agreement on how it should be divided.

The amount of money that you will owe, or that will be taken out of your paycheck, for income taxes may be greater after you are single again. If that is the case, you should prepare yourself for a bigger tax obligation.

It would be a good idea to consult the Internal Revenue Service or a tax expert on how the divorce is going to affect your taxes. You should probably do this before you make your property settlement agreement.

What about bank accounts and credit cards?

If you have a joint bank account, it may be a good idea to close it when you separate and get two individual bank accounts. That way it will be easier to keep your money separate.

If you have credit card accounts that you both have been using, you should destroy the cards and take out separate accounts.

What about cars?

If both of your names are on a title to a car and you agree that one of you is going to own the car, you need to take action to change the ownership. You should call or visit the Department of Motor Vehicles to find out how to do that. You should also talk to the lender to get the debt into one person's name and change the insurance coverage after both the title and debt are transferred.

What if your spouse doesn’t pay his or her debts?

If your spouse doesn’t pay a debt that is his or her responsibility, the person who loaned the money may be able to collect it from you. But then a court may order your spouse to reimburse you. If you have any reason to worry about this, a lawyer can explain your rights to you.

Can you take back your former name?

If you changed your name when you were married, you have the right to give up that name and get your former name back. You can do this by requesting it in the joint petition. If you don't request this in the joint petition, you can still do it in the request for final judgment. But, in that case, you must sign the request for final judgment. Your spouse can't make you change your name.

What if I'm not happy with my final judgment?

When your divorce is final, all your rights and duties connected with your marriage have ended and you cannot appeal. But if you decide later that you were cheated or pressured by your spouse, or if you believe that a mistake was made in the paperwork connected with the divorce, the court may be able to set aside the divorce. An attorney can explain your rights.