

Title	Child Support: Revised Forms to Implement Changes to the Family Code and Improve Administration of Title IV-D Cases (revise forms FL-342, FL-350, FL-530, FL-615, FL-618, FL-625, FL-630, FL-665, FL-684, FL-687, FL-688, and FL-692)
Summary	<p>The proposed revised forms would implement changes to the Family Code made by Assembly Bill 2781 (Leno, stats. 2006, ch. 797) that require every child-support order and agreement issued on or after January 1, 2010, to include a separate money judgment owed by the child support obligor to pay a fee to a private child support collector not to exceed a specified amount. The proposed revised forms would also implement changes made by Assembly Bill 910 (Karnette, stats. 2007, ch. 617), which require continuation of health insurance coverage for disabled adult children. Since the revisions required by the two bills affect the same forms, they have been combined into one proposal. The proposal also includes adding spacing to five forms (three of the forms proposed for revision because of the legislative changes above, plus two additional forms) to better enable the local child support agency to implement policy or to meet spacing needs. Finally, the proposal would use plain language for the terms obligor and obligee to make them more understandable.</p>
Source	<p>Family and Juvenile Law Advisory Committee</p> <p>Hon. Jerilyn L. Borack and Hon. Susan D. Huguenor, Cochairs</p>
Staff	<p>Anna Maves, 916-263-8684, anna.maves@jud.ca.gov</p>
Discussion	<p>This proposal is for changes to forms to implement the mandates of Assembly Bills 2781 (Leno, stats. 2006, ch. 797) and 910 (Karnette, stats. 2007, ch. 617). These bills affect all cases where child support orders are issued, so this proposal includes both family law and governmental forms. This proposal would also revise three of the forms proposed for revision because of the legislative mandates as well as two additional forms to provide additional spacing to allow the local child support agencies to implement policy issued by the Department of Child Support Services or to meet their space needs on these forms. To make the forms more understandable, the term “obligor” would be revised to “the parent ordered to pay support” and the term “obligee” would be revised to “the parent receiving support” throughout these forms.</p>

Private Child Support Collectors

Assembly Bill 2781 requires private child support collectors to comply with consumer protections to ensure that child support obligees have clear information about the contract they are entering into, have some basic rights to cancel the contract, and receive meaningful notice of collections made and the amount of the collections kept by the private agency as its fee.

In addition, Assembly Bill 2781 modifies Family Code section 5616(a) to require that every child support order and agreement issued or approved on or after January 1, 2010, include a separate money judgment owed by the child support obligor to pay a fee not to exceed 33 1/3 percent of the total amount in arrears, and not to exceed 50 percent of the fee as charged by a private child support collector pursuant to a contract.

The following language would be added to each of the forms listed below: “The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the parent receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.” Because the legislative mandate is applicable to every child support order by operation of law, the proposal does not include proposed revisions to modify applications for orders.

Health Insurance for Disabled Children

Family Code section 3751(c) was amended by Assembly Bill 910. This bill mandates that an order for support require the parent who, at the time of the order or subsequently, provides health insurance coverage for a supported child to seek continuation of coverage for the child upon attainment of the limiting age for a dependent child if the child is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the person providing health insurance for support and maintenance. Family Code section 3752.5(c) requires the Judicial Council to modify the form order for health insurance coverage to include the provisions effective January 1, 2010.

The following language would be added to each of the forms listed below in the health insurance provision: “The parent ordered to

provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.”

Form FL-342, *Child Support Information and Order Attachment*
Form FL-350, *Stipulation to Establish or Modify Child Support and Order*
Form FL-530, *Judgment Regarding Parental Obligations (UIFSA)*
Form FL-615, *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment (Governmental)*
Form FL-625, *Stipulation and Order (Governmental)*
Form FL-630, *Judgment Regarding Parental Obligations (Governmental)*
Form FL-665, *Findings and Recommendation of Commissioner (Governmental)*
Form FL-687, *Order After Hearing (Governmental)*
Form FL-688, *Short Form Order After Hearing (Governmental)*
Form FL-692, *Minutes and Order or Judgment (Governmental)*

Additional Spacing

Form FL-615, *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment (Governmental)*, would be revised at item 3.q. to provide additional space to include all of the orders made by the court.

Form FL-618, *Request for Dismissal (Governmental, UIFSA)*, would be revised at item 1.b.(7) to provide additional spacing to allow the local child support agency to implement statewide policy issued by the Department of Child Support Services in Child Support Services Information Notice (CSSIN) 08-06 letter. This policy letter provides the local child support agency with direction that the legal action should be dismissed with prejudice when the respondent to an action has been excluded by genetic testing.

Form FL-630, *Judgment Regarding Parental Obligations (Governmental)*, would be revised at item 6.a. to include check boxes next to each of the parties in the action to allow greater specificity in identifying each of the parents in the judgment for paternity. The

proposed revision would make the language in this form consistent with the language regarding parentage in FL-615, *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment (Governmental)*. The form would also be revised at item 6.n. to provide additional space to include all of the orders made by the court.

Form FL-684, *Request for Order and Supporting Declaration (Governmental)*, would be revised to add additional spacing at item 7 to allow the parties sufficient space to provide facts in support of the declaration. Because of the limitations of the local child support agencies' statewide automated child support system, without this additional spacing an additional declaration will need to be attached to each of the filings by the local child support agency.

Form FL-692, *Minutes and Order or Judgment (Governmental)*, would be revised at item 1.c. to provide additional spacing to allow enough space to record when more than one person at a hearing used an interpreter.

Use of Plain Language for "Obligor" and "Obligee"

All of the forms in this proposal would be revised to change the term "obligor" to "the parent ordered to pay support" and the term "obligee" to "the parent receiving support." Revising these terms would create more clarity for those to whom the orders apply and make the forms more understandable to the public.

The proposed forms are attached at pages 5–36.

Attachments

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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CHILD SUPPORT INFORMATION AND ORDER ATTACHMENT

Attachment to Findings and Order After Hearing Restraining Order After Hearing (CLETS)
 Judgment Other

THE COURT USED THE FOLLOWING INFORMATION IN DETERMINING THE AMOUNT OF CHILD SUPPORT:

1. A printout of a computer calculation and findings is attached and incorporated in this order for all required items not filled out below.

2. **Income**

Gross monthly	<u>income</u>	Net monthly	<u>income</u>	Receiving
a. Each parent's monthly income is as follows:	<u>income</u>	<u>income</u>	<u>income</u>	<u>TANF/CalWORKS</u>
petitioner/plaintiff:	\$	\$	\$	<input type="text"/>
respondent/defendant:	\$	\$	\$	<input type="text"/>
other parent:	\$	\$	\$	<input type="text"/>

b. Imputation of income. The court finds that the petitioner/plaintiff respondent/defendant
 other parent has the capacity to earn:
 \$ _____ per: _____ and has based the support order upon this imputed income.

3. **Children of This Relationship**

a. Number of children who are the subjects of the support order (*specify*): _____
 b. Approximate percentage of time spent with: petitioner/plaintiff _____ %
 respondent/defendant _____ %
 other parent _____ %

4. **Hardships**

Hardships for the following have been allowed in calculating child support:

	<u>petitioner/ plaintiff</u>	<u>respondent/ defendant</u>	<u>other parent</u>	<u>Approximate ending time for the hardship</u>
a. <input type="checkbox"/> Other minor children:	\$	\$	\$	
b. <input type="checkbox"/> Extraordinary medical expenses:	\$	\$	\$	
c. <input type="checkbox"/> Catastrophic losses:	\$	\$	\$	

THE COURT ORDERS

5. **Low-Income Adjustment**

a. The low-income adjustment applies.
 b. The low-income adjustment does not apply because (*specify reasons*): _____

6. **Child Support**

a. **Base child support**

Petitioner/plaintiff Respondent/defendant Other parent must pay child support beginning (*date*): _____ and continuing until further order of the court, or until the child marries, dies, is emancipated, reaches age 19, or reaches age 18 and is not a full-time high school student, whichever occurs first, as follows:

<u>Child's name</u>	<u>Date of birth</u>	<u>Monthly amount</u>	<u>Payable to (<i>name</i>)</u>
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Payable on the 1st of the month one-half on the 1st and one-half on the 15th of the month
 other (*specify*): _____

b. **Mandatory additional child support**

- (1) Child-care costs related to employment or reasonably necessary job training.
- | | | | | | | | |
|---|---|----------|----|----------------------|----|-----------|-------------------|
| <input type="checkbox"/> Petitioner/plaintiff must pay: | % | of total | or | <input type="text"/> | \$ | per month | child-care costs. |
| <input type="checkbox"/> Respondent/defendant must pay: | % | of total | or | <input type="text"/> | \$ | per month | child-care costs. |
| <input type="checkbox"/> Other parent must pay: | % | of total | or | <input type="text"/> | \$ | per month | child-care costs. |
- Costs to be paid as follows (*specify*): _____

THIS IS A COURT ORDER.

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i> TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____ E-MAIL ADDRESS <i>(Optional):</i> _____ ATTORNEY FOR <i>(Name):</i> _____	FOR COURT USE ONLY Draft 7 041509 icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	
STIPULATION TO ESTABLISH OR MODIFY CHILD SUPPORT AND ORDER	CASE NUMBER: _____

1. a. Mother's net monthly disposable income: \$
 Father's net monthly disposable income: \$
 -OR-
 b. A printout of a computer calculation of the parents' financial circumstances is attached.
 2. Percentage of time each parent has primary responsibility for the children: Mother % Father %
 3. a. A hardship is being experienced by the mother for: \$ _____ per month because of *(specify)*:
 The hardship will last until *(date)*: _____
 - b. A hardship is being experienced by the father for: \$ _____ per month because of *(specify)*:
 The hardship will last until *(date)*: _____
 4. The amount of child support payable by *(name)*: _____, referred to as "the parent ordered to pay support," as calculated under the guideline is: \$ _____ per month.
 5. We agree to guideline support.
 6. The guideline amount should be rebutted because of the following:
 a. We agree to child support in the amount of: \$ _____ per month; the agreement is in the best interest of the children; the needs of the children will be adequately met by the agreed amount; and application of the guideline would be unjust or inappropriate in this case.
 b. Other rebutting factors *(specify)*: _____
 7. The parent ordered to pay support must pay child support as follows beginning *(date)*:
 a. BASIC CHILD SUPPORT

<u>Child's name</u>	<u>Monthly amount</u>	<u>Payable to (name)</u>
- Total: \$ _____ payable on the first of the month other *(specify)*: _____
- b. In addition the parent ordered to pay support must pay the following:
 \$ _____ per month for child care costs to *(name)*: _____ on *(date)*: _____
 \$ _____ per month for health care costs not deducted from gross income to *(name)*: _____ on *(date)*: _____
 \$ _____ per month for special educational or other needs of the children to *(name)*: _____ on *(date)*: _____
 other *(specify)*: _____
- c. Total monthly child support** payable by the parent ordered to pay support will be: \$ _____ payable on the first of the month other *(specify)*: _____

PETITIONER/PLAINTIFF: _____ RESPONDENT/DEFENDANT: _____	CASE NUMBER: _____
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8. a. Health insurance will be maintained by (*specify name*):
 The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

b. A health insurance coverage assignment will issue if available through employment or other group plan or otherwise available at reasonable cost. Both parents are ordered to cooperate in the presentation, collection, and reimbursement of any medical claims.
 c. Any health expenses not paid by insurance will be shared: Mother _____ % Father _____ %

9. a. An *Income Withholding for Support* (form FL-195) will be issued.
 b. We agree that service of the earnings assignment be stayed because we have made the following alternative arrangements to ensure payment (*specify*):

10. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the party receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

11. Travel expenses for visitation will be shared: Mother _____ % Father _____ %

12. We agree that we will promptly inform each other of any change of residence or employment, including the employer's name, address, and telephone number.

13. Other (*specify*):

14. We agree that we are fully informed of our rights under the California child support guidelines.

15. We make this agreement freely without coercion or duress.

16. The right to support
 a. has not been assigned to any county and no application for public assistance is pending.
 b. has been assigned or an application for public assistance is pending in (*county name*):
 If you checked b., an attorney for the local child support agency must sign below, joining in this agreement.

Date: _____

 (TYPE OR PRINT NAME)

 (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)

Notice: If the amount agreed to is less than the guideline amount, no change of circumstances need be shown to obtain a change in the support order to a higher amount. If the order is above the guideline, a change of circumstances will be required to modify this order. This form must be signed by the court to be effective.

Date: _____

 Date: (TYPE OR PRINT NAME)

 (SIGNATURE OF PETITIONER)

 Date: (TYPE OR PRINT NAME)

 (SIGNATURE OF RESPONDENT)

 Date: (TYPE OR PRINT NAME)

 (SIGNATURE OF ATTORNEY FOR PETITIONER)

 (TYPE OR PRINT NAME)

 (SIGNATURE OF ATTORNEY FOR RESPONDENT)

THE COURT ORDERS

17. a. The guideline child support amount in item 4 is rebutted by the factors stated in item 6.
 b. Items 7 through 12 are ordered. All child support payments must continue until further order of the court, or until the child marries, dies, is emancipated, or reaches age 18. The duty of support continues as to an unmarried child who has attained the age of 18 years, is a full-time high school student, and resides with a parent, until the time the child completes the 12th grade or attains the age of 19 years, whichever first occurs. Except as modified by this stipulation, all provisions of any previous orders made in this action will remain in effect.

Date: _____ JUDGE OF THE SUPERIOR COURT

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent per year. This can be a large added amount.

GOVERNMENTAL AGENCY (under Family Code, §§ 17400,17406): TELEPHONE NO.: _____ FAX NO.: _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY Draft 7 041509icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER: RESPONDENT: OTHER:	
JUDGMENT REGARDING PARENTAL OBLIGATIONS (UIFSA) <input type="checkbox"/> AMENDED <input type="checkbox"/> SUPPLEMENTAL	CASE NUMBER:

1. a. **NOTICE: THIS IS A PROPOSED JUDGMENT.** This *Judgment Regarding Parental Obligations (UIFSA)* will be entered by the court and will become legally binding unless you fill out and file the *Response to Uniform Support Petition (UIFSA)* (form FL-520) with the court clerk within 30 days of the date you were served with the *Summons (UIFSA)* (form FL-510) and *Uniform Support Petition* (form FL-500/OMB 0970-0085). If you need a *Response* form, you may get one from the local child support agency, the court clerk, or the family law facilitator. The family law facilitator will help you fill out the forms. To file the *Response*, follow the procedures listed in the information sheet attached to that form.
 - b. **NOTICE: THIS IS A JUDGMENT.** It is now legally binding.
 2. **THIS MATTER PROCEEDED AS FOLLOWS:**
 - a. Judgment entered under Family Code section 5002.
 - b. By court hearing, appearances as follows:

(1) Date:	Dept.:	Judicial officer:
(2) <input type="checkbox"/> Petitioner present	<input type="checkbox"/> Attorney present (name):	
(3) <input type="checkbox"/> Respondent present	<input type="checkbox"/> Attorney present (name):	
(4) Child support agency (Family Code, §§ 17400, 17406) by (name):		
(5) <input type="checkbox"/> Other (specify):		
 - c. The parent ordered to pay support is the petitioner respondent other (specify):
 3. This order is based on presumed income for the parent ordered to pay support under Family Code section 5002.
 4. Attached is a computer printout showing the parents' income and percentage of time each parent spends with the children. The printout, which shows the calculation of child support payable, shall become the court's findings.
 5. This order is based on the attached documents (specify):
 6. **THE COURT ORDERS:**
 - a. The parent ordered to pay support is the parent of the children named in item 6b. has previously been determined to be the parent of the children named in item 6b.
 - b. The parent ordered to pay support must pay current child support as follows:

<u>Name</u>	<u>Date of birth</u>	<u>Monthly support amount</u>
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- (1) Other (specify):

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

PETITIONER: RESPONDENT: OTHER:	CASE NUMBER:
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6. b. (2) For a total of: \$ _____ payable on the: _____ day of each month
 beginning (date): _____

- (3) The low-income adjustment applies.
 The low-income adjustment does not apply because (specify reasons): _____

(4) Any support ordered will continue until further order of court, unless terminated by operation of law.

c. The parent ordered to pay support must pay child support for the past periods and in the amounts set forth below:

Name	Date of birth	Period of support	Amount
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(1) Other (specify): _____

(2) For a total of: \$ _____ payable: \$ _____ on the: _____ day of each month
 beginning (date): _____

(3) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

- d. No provision of this judgment operates to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.
 e. All payments must be made to (name and address of agency): _____

f. An earnings assignment order for support must issue.

g. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the party receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

h. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

i. If "The parent ordered to pay support" box is checked in item 6h, a health insurance coverage assignment must issue.

j. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.

k. The *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

l. The parent ordered to pay support must pay costs of: _____

m. The court further orders (specify): _____

Date: _____

 JUDICIAL OFFICER

7. Number of pages attached: _____

SIGNATURE FOLLOWS LAST ATTACHMENT

Approved as conforming to court order: Date: _____  _____ (SIGNATURE OF ATTORNEY FOR THE PARENT ORDERED TO PAY SUPPORT)
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PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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3. d. Petitioner/Plaintiff Respondent/Defendant Other parent are the parents of the children named in item 3e below.

e. The parent ordered to pay support must pay current child support as follows:

<u>Name</u>	<u>Date of birth</u>	<u>Monthly support amount</u>
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(1) Other (specify):

(2) For a total of: \$ _____ payable on the: _____ day of each month beginning (date): _____

(3) The low-income adjustment applies.
 The low-income adjustment does not apply because (specify reasons): _____

(4) Any support ordered will continue until further order of court, unless terminated by operation of law.

f. The parent ordered to pay support must pay child support for the past periods and in the amounts set forth below.

<u>Name</u>	<u>Date of birth</u>	<u>Period of support</u>	<u>Amount</u>
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(1) Other (specify):

(2) For a total of: \$ _____ payable: \$ _____ on the: _____ day of each month beginning (date): _____

(3) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

- g. If this is a judgment on a *Supplemental Complaint*, it does not modify or supersede any prior judgment or order for support or arrearages, unless specifically provided.
- h. No provision of this judgment may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.
- i. All payments must be made to (name and address of agency): _____

j. **An Income Withholding for Support (form FL-195/OMB No. 0970-0154) will issue.**

k. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the parent receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

l. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

m. If "The parent ordered to pay support" box is checked in item 3l, a health insurance coverage assignment must issue.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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3. n. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.

o. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

p. The parent ordered to pay support must pay costs of: \$ _____ to (specify):
on the following terms and conditions (specify):

q. Other (specify):



r. Under Family Code 17404 (specify): _____ is added as a party to this action.

Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF PETITIONER)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR PETITIONER)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF RESPONDENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR RESPONDENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF OTHER PARENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR OTHER PARENT)

JUDGMENT

4. THE COURT SO ORDERS.

Date: _____
JUDICIAL OFFICER

5. Number of pages attached: _____

SIGNATURE FOLLOWS LAST ATTACHMENT

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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ADVISEMENT AND WAIVER OF RIGHTS FOR STIPULATION

- | | | |
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| <p>1. RIGHT TO BE REPRESENTED BY A LAWYER. I understand that I have the right to be represented by a lawyer of my choice at my expense. If I cannot afford a lawyer to represent me, I can ask the court to appoint one to represent me free of charge only if I dispute that I am the parent of the children named in this action and only on the issue of parentage. I understand that the attorney for the local child support agency does not represent me.</p> <p>2. RIGHT TO A TRIAL. I understand that I have a right to have a judicial officer: (1) determine if I am the parent of the children named in the stipulation, (2) decide how much child support I must pay, and (3) decide how much I owe for arrearages (unpaid support).</p> <p>3. RIGHT TO CONFRONT AND CROSS-EXAMINE WITNESSES. I understand that in a trial any allegations made against me must be proved. At the trial I may be present with a lawyer when witnesses testify, and I may ask them questions. I may also present evidence and witnesses.</p> <p>4. RIGHT TO HAVE PARENTAGE TESTS WHERE THE LAW PERMITS. I understand that, where the law permits, I have the right to have the court order parentage tests. The court will decide on the tests. The court could order that I pay none, some, or all of the costs of the tests.</p> | <p>5. ADMISSION AND WAIVER OF RIGHTS. I understand that by agreeing to the terms of this stipulation, I am admitting that I am the parent of the children named in the stipulation and I am giving up the rights stated above.</p> <p>6. WHERE THE STIPULATION INCLUDES CHILD SUPPORT.</p> <p>a. I understand that I will have the duty to obey the support order for the children named in the stipulation until the order is changed by the court or ended by law.</p> <p>b. I also understand that the court will order any support payments to be paid directly from my wages or other earnings and sent to the local child support agency if they are assigned to collect the support.</p> <p>c. I have been advised of the amount of guideline child support and how the proposed child support amount was determined.</p> <p>7. WHERE THE STIPULATION INCLUDES A PROVISION FOR HEALTH INSURANCE. I understand that I must keep health insurance coverage for the minor children if insurance is available or becomes available to me at no or reasonable cost. A health insurance coverage assignment/<i>National Medical Support Notice</i> may be ordered to get health insurance for my children.</p> | <p>8. I agree to the terms of this stipulation freely and voluntarily.</p> <p>9. I understand that the local child support agency is required by state law to enforce the duty of support.</p> <p>10. I UNDERSTAND THAT IF I WILLFULLY FAIL TO SUPPORT MY CHILDREN, CRIMINAL PROCEEDINGS MAY BE INITIATED AGAINST ME.</p> <p>11. COLLECTION OF SUPPORT. I understand that any support I owe may be collected from any of my property. This collection may be made by intercepting money owed to me by the state or federal government (such as tax refunds, unemployment and disability benefits, and lottery winnings), by taking property I own, by placing a lien on my property, or by any other lawful means.</p> <p>12. IF I AM REPRESENTED BY AN ATTORNEY, MY ATTORNEY HAS READ AND EXPLAINED TO ME THE TERMS OF THE STIPULATION AND THIS ADVISEMENT AND WAIVER OF RIGHTS, AND I UNDERSTAND THESE TERMS.</p> |
|---|--|--|

<input type="checkbox"/> I have read and understand the <i>Advisement and Waiver of Rights for Stipulation</i> ; or <input type="checkbox"/> Attached is a translation of this <i>Advisement and Waiver of Rights for Stipulation</i> in (specify language): <input type="checkbox"/> I understand the translation.	<input type="checkbox"/> I understand the translation.
Date: _____ (TYPE OR PRINT NAME) _____ (PARTY'S SIGNATURE)	Date: _____ (TYPE OR PRINT NAME) _____ (PARTY'S SIGNATURE)

DECLARATION OF PERSON PROVIDING INTERPRETATION/TRANSLATION: The party/parties indicated below is/are unable to read or understand this *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment* because

<input type="checkbox"/> (Insert name) _____'s primary language is (specify): and he or she <input type="checkbox"/> has <input type="checkbox"/> has not read the form stipulation translated into this language.	<input type="checkbox"/> (Insert name) _____'s primary language is (specify): and he or she <input type="checkbox"/> has <input type="checkbox"/> has not read the form stipulation translated into this language.
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I certify under penalty of perjury under the laws of the State of California that I am competent to interpret or translate in the primary language indicated above and that I have, to the best of my ability, read to, interpreted for, or translated for the above-named party the *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment* in the party's primary language. The above-named party said he or she understood the terms of this *Stipulation for Judgment or Supplemental Judgment Regarding Parental Obligations and Judgment* before signing it.

Date: _____ (TYPE OR PRINT NAME) _____ (SIGNATURE)	Date: _____ (TYPE OR PRINT NAME) _____ (SIGNATURE)
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GOVERNMENTAL AGENCY (under Family Code §§ 17400, 17406): <hr/> <p style="text-align: center;">TELEPHONE NO.: FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name):</p>	FOR COURT USE ONLY Draft 1 011209icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	
REQUEST FOR DISMISSAL	CASE NUMBER:

1. TO THE CLERK: Please **dismiss** the following:
- a. (1) With prejudice (2) Without prejudice
 - b. (1) Complaint filed on (date):
 - (2) ___ Supplemental complaint filed on (date):
 - (3) ___ Amended complaint filed on (date):
 - (4) ___ Amended supplemental complaint filed on (date):
 - (5) Uniform Interstate Family Support Act (UIFSA) petition filed on (date):
 - (6) Entire action of all parties and all related causes of action filed on (date):
 - (7) Other (specify): filed on (date):



Date: _____

 (TYPE OR PRINT NAME OF GOVERNMENTAL ATTORNEY) ▶ _____
 (SIGNATURE)

2. TO THE CLERK: Consent to the above dismissal is hereby given.*

Date: _____

 (TYPE OR PRINT NAME OF ATTORNEY OR PARTY WITHOUT ATTORNEY) ▶ _____
 (SIGNATURE)

Attorney for or respondent/defendant without attorney

*If a responsive pleading seeking affirmative relief is on file, the attorney for respondent must sign the consent if required by Code of Civil Procedure section 581(i) or (j).

(To be completed by clerk)

3. Dismissal entered as requested on (date): _____

4. Dismissal entered on (date): _____ as to only (name each): _____

5. Dismissal **not entered** as requested for the following reasons (specify): _____

6. a. Attorney or party without attorney notified on (date): _____
 b. Attorney or party without attorney not notified. Filing failed to provide
 a copy to conform means to return conformed copy

Date: _____ Clerk, by _____, Deputy

GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406): TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FOR COURT USE ONLY Draft 7 041509icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	
STIPULATION AND ORDER	CASE NUMBER:

1. This matter proceeded as follows:

- a. By written stipulation without court appearance.
- b. By court hearing, appearances as follows:
 - (1) Date: _____ Dept.: _____ Judicial officer: _____
 - (2) Petitioner/plaintiff present Attorney present (name): _____
 - (3) Respondent/defendant present Attorney present (name): _____
 - (4) Other parent present Attorney present (name): _____
 - (5) Local child support agency (Family Code, §§ 17400, 17406) by (name): _____
 - (6) Other (specify): _____
- c. The parent ordered to pay support is the petitioner/plaintiff respondent/defendant other parent.

2. This order is based on the attached documents (specify):

3. The parties agree that:

- a. All orders previously made in this action remain in full force and effect except as specifically modified below.
- b. The amount of support payable by the parent ordered to pay support as calculated under the guideline is: \$ _____ per month.
 - We agree to guideline support.
 - The guideline amount should be rebutted because of the following:
 - (1) We have been fully informed of the guideline amount of support; we agree voluntarily to child support of: \$ _____ per month; the agreement is in the best interest of the children; the needs of the children will be met adequately by the agreed amount; the children are not receiving public assistance; no application for public assistance is pending; and application of the guideline would be unjust and inappropriate in this case. We understand that if the order is below the guideline, no change of circumstances need be shown to raise this order to the guideline amount. If the order is above the guideline, a change of circumstances will be required to modify this order.
 - (2) Other rebutting factors (specify): _____
- c. The computer printout attached shows the parents' incomes and percentage of time each parent spends with the children. The printout, which shows the calculation of child support payable, will become the court's findings.

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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3. n. The following person (the "other parent") is added as a party to this action under Family Code section 17404 (*name*):

o. Other (*specify*):

Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF PETITIONER)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR PETITIONER)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF RESPONDENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR RESPONDENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF OTHER PARENT)
Date: _____ (TYPE OR PRINT NAME)	▶	_____ (SIGNATURE OF ATTORNEY FOR OTHER PARENT)

ORDER

4. THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

5. Number of pages attached: _____ SIGNATURE FOLLOWS LAST ATTACHMENT

DECLARATION OF PERSON PROVIDING INTERPRETATION/TRANSLATION: The party/parties indicated below is/are unable to read or understand this *Stipulation and Order* because

(*Insert name*) _____'s primary language is (*specify*):

and he or she has has not read the form stipulation translated into this language.

I certify under penalty of perjury under the laws of the State of California that I am competent to interpret or translate in the primary language indicated above and that I have, to the best of my ability, read to, interpreted for, or translated for the above-named party the *Stipulation and Order* in the party's primary language. The above-named party said he or she understood the terms of this *Stipulation and Order* before signing it.

Date: _____

(TYPE OR PRINT NAME)

▶ _____

(SIGNATURE)

(*Insert name*) _____'s primary language is (*specify*):

and he or she has has not read the form stipulation translated into this language.

Date: _____

(TYPE OR PRINT NAME)

▶ _____

(SIGNATURE)

GOVERNMENTAL AGENCY (under Family Code, §§ 17400,17406): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY Draft 7 041509icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PETITIONER/PLAINTIFF: _____ RESPONDENT/DEFENDANT: _____ OTHER PARENT: _____	
JUDGMENT REGARDING PARENTAL OBLIGATIONS <input type="checkbox"/> AMENDED <input type="checkbox"/> SUPPLEMENTAL	CASE NUMBER: _____

1. a. **NOTICE: THIS IS A PROPOSED JUDGMENT.** This *Judgment Regarding Parental Obligations* will be entered by the court and will become legally binding unless you fill out and file the *Answer to Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)* (form FL-610) with the court clerk within 30 days of the date you were served with the *Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)* (form FL-600). If you need form FL-610, you may get one from the local child support agency's office, the court clerk, or the family law facilitator. The family law facilitator will help you fill out the forms. To file the answer, follow the procedures listed in the attached instructions.
- b. **NOTICE: THIS IS A JUDGMENT.** It is now legally binding.
2. **This matter proceeded as follows:**
 - a. Judgment entered under Family Code section 17430.
 - b. By court hearing, appearances as follows:

(1) Date: _____	Dept.: _____	Judicial officer: _____
(2) <input type="checkbox"/> Petitioner/plaintiff present	<input type="checkbox"/>	Attorney present (name): _____
(3) <input type="checkbox"/> Respondent/defendant present	<input type="checkbox"/>	Attorney present (name): _____
(4) <input type="checkbox"/> Other parent present	<input type="checkbox"/>	Attorney present (name): _____
(5) Local child support agency attorney (Family Code, §§ 17400,17406) (name): _____		
(6) <input type="checkbox"/> Other (specify): _____		
 - c. The parent ordered to pay support is the petitioner/plaintiff respondent/defendant other parent.
3. This order is based on presumed income for the parent ordered to pay support under Family Code section 17400.
4. Attached is a computer printout showing the parents' incomes and percentage of time each parent spends with the children. The printout, which shows the calculation of child support payable, will become the court's findings.
5. This order is based on the attached documents (specify): _____

THE COURT ORDERS

6. a. Petitioner/plaintiff Respondent/defendant Other parent are the parents of the children named in item 6.b. below.
- b. The parent ordered to pay support must pay current child support as follows:

<u>Name</u>	<u>Date of birth</u>	<u>Monthly support amount</u>
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 - (1) Other (specify): _____
 - (2) For a total of: \$ _____ payable on the: _____ day of each month beginning (date): _____
 - (3) The low-income adjustment applies.
 The low-income adjustment does not apply because (specify reasons): _____

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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6. **b.** (4) Any support ordered will continue until further order of court, unless terminated by operation of law.

c. The parent ordered to pay support must pay child support for the past periods and in the amounts set forth below:

<u>Name</u>	<u>Date of birth</u>	<u>Period of support</u>	<u>Amount</u>
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(1) Other (*specify*):

(2) For a total of: \$ _____ payable: \$ _____ on the: _____ day of each month beginning (*date*):

(3) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

d. If this is a judgment on a *Supplemental Complaint*, it does not modify or supersede any prior judgment or order for support or arrearage, unless specifically provided.

e. No provision of this judgment can operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.

f. All payments must be made to (*name and address of agency*):

g. An Income Withholding for Support (form FL-195) will issue.

h. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the parent receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

i. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

j. If "The parent ordered to pay support" box is checked in item 6i, a health insurance coverage assignment must issue.

k. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.

l. The form *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

m. The following person (the "other parent") is added as a party to this action under Family Code section 17404 (*name*):

n. The court further orders (*specify*):

o. The parent ordered to pay support must pay costs of: \$ _____

Date: _____ JUDICIAL OFFICER

7. Number of pages attached: _____

SIGNATURE FOLLOWS LAST ATTACHMENT

Approved as conforming to court order:
 Date: _____

 (SIGNATURE OF ATTORNEY FOR THE PARENT ORDERED TO PAY SUPPORT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): TELEPHONE NO.: _____ FAX NO. (<i>Optional</i>): _____ E-MAIL ADDRESS (<i>Optional</i>): _____ ATTORNEY FOR (<i>Name</i>): _____	FOR COURT USE ONLY Draft 7 041509icb Not Approved by the Judicial Council
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	
FINDINGS AND RECOMMENDATION OF COMMISSIONER	CASE NUMBER:

1. Name (*specify*): _____ objected to Commissioner (*name*): _____ hearing this matter as a temporary judge.
2. **THIS MATTER PROCEEDED AS FOLLOWS**
 - a. By court hearing, appearances as follows:

(1) Date: _____	Dept.: _____	Judicial officer: _____
(2) <input type="checkbox"/> Petitioner/plaintiff present	<input type="checkbox"/> Attorney present (<i>name</i>): _____	
(3) <input type="checkbox"/> Respondent/defendant present	<input type="checkbox"/> Attorney present (<i>name</i>): _____	
(4) <input type="checkbox"/> Other parent present	<input type="checkbox"/> Attorney present (<i>name</i>): _____	
(5) Local child support agency attorney (Family Code, §§ 17400, 17406) by (<i>name</i>): _____		
(6) <input type="checkbox"/> Other (<i>specify</i>): _____		
 - b. The parent ordered to pay support is the petitioner/plaintiff respondent/defendant other parent.
3. Attached is a computer printout showing the parents' income and percentage of time each parent spends with the child(ren). The printout, which shows the calculation of child support payable, will become the court's findings.
4. This recommended order is based on the attached documents (*specify*): _____
5. **THE COMMISSIONER RECOMMENDS THE FOLLOWING**
 - a. All orders previously made in this action remain in full force and effect except as modified below.
 - b. (*Name of parent*): mother father
 (*Name of parent*): mother father
 are the parents of the children listed below.
 - c. The parent ordered to pay support must pay current child support as follows:

<u>Name</u>	<u>Date of birth</u>	<u>Monthly support amount</u>
(1) <input type="checkbox"/> Other (<i>specify</i>): _____		
(2) <input type="checkbox"/> For a total of: \$ _____ payable on the: _____ day of each month beginning (<i>date</i>): _____		
(3) <input type="checkbox"/> The low-income adjustment applies. <input type="checkbox"/> The low-income adjustment does not apply because (<i>specify reasons</i>): _____		
(4) Any support ordered will continue until further order of court, unless terminated by operation of law.		

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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5. d. The parent ordered to pay support must pay child support for past periods and in the amounts set forth below:

<u>Name</u>	<u>Date of birth</u>	<u>Period of support</u>	<u>Amount</u>
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(1) Other (specify):

(2) For a total of: \$ _____ payable: \$ _____ on the: _____ day of each month beginning (date):

(3) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

e. The parent ordered to pay support owes support arrears as follows, as of (date):

(1) Child support: \$ _____ Spousal support: \$ _____ Family support: \$ _____

(2) Interest is not included and is not waived.

(3) Payable: \$ _____ on the: _____ day of each month beginning (date):

(4) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

f. No provision of this judgment/order may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.

g. All payments must be made to (name and address of agency):

h. **An Income Withholding for Support (form FL-195) must issue.**

i. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the party receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

j. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

k. If "The parent ordered to pay support" box is checked in item 5j, a health insurance coverage assignment must issue.

l. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.

m. The *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

n. The following person (the other parent) is added as a party to this action under Family Code section 17404 (name):

o. The parent ordered to pay support must pay costs of (specify): _____ to (specify): _____

p. The court further recommends (specify): _____

Date: _____

6. Number of pages attached: _____

 COMMISSIONER
 SIGNATURE FOLLOWS LAST ATTACHMENT

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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CLERK'S CERTIFICATE OF MAILING OR SERVICE

I certify that I am not a party to this cause and that

- Personal service.** A true copy of this *Findings and Recommendation of Commissioner* was handed to the petitioner/plaintiff respondent/defendant other parent at the hearing of this matter before the commissioner.
- Mail.** A true copy of this *Findings and Recommendation of Commissioner* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the request was mailed at (place): _____ California, on (date): _____

Date: _____ Clerk, by _____, Deputy

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PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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4. c. The parent ordered to pay support owes support arrears as follows, as of (date):
- (1) Child support: \$ Spousal support: \$ Family support: \$
- (2) Interest is not included and is not waived.
- (3) Payable: \$ _____ on the: _____ day of each month beginning (date): _____
- (4) Interest accrues on the entire principal balance owing and not on each installment as it becomes due.
- d. No provision of this order may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.
- e. All payments must be made to (name and address of agency): _____
- f. **An Income Withholding for Support (form FL-195) must issue.**
- g. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the parent receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.
- h. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.
- i. If "The parent ordered to pay support" box is checked in item 4h, a health insurance coverage assignment must issue.
- j. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.
- k. The *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.
- l. The following person (the "other parent") is added as a party to this action under Family Code section 17404 (name): _____
- m. The court further orders (specify): _____

Date: _____

5. Number of pages attached: _____

Approved as conforming to court order:
 Date: _____

 (SIGNATURE OF ATTORNEY FOR THE PARENT ORDERED TO PAY SUPPORT)

 JUDICIAL OFFICER

SIGNATURE FOLLOWS LAST ATTACHMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	<i>FOR COURT USE ONLY</i> Draft 7 041509icb Not Approved by the Judicial Council
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
<input type="checkbox"/> MINUTES AND <input type="checkbox"/> ORDER <input type="checkbox"/> JUDGMENT <input type="checkbox"/> RECOMMENDED ORDER	

This form may be used for preparation of court minutes and/or as an alternative to form FL-615, FL-625, FL-665, or FL-687. If this form is prepared as both court minutes and an alternative to one of these forms, then the parties do not need to prepare any additional form of order.

1. **This matter proceeded as follows:** Uncontested By stipulation Contested

a. Date: _____ Time: _____ Department: _____

b. Judicial officer (*name*): _____ Judge Pro Tempore Commissioner
 Court reporter (*name*): _____
 Court clerk (*name*): _____ Bailiff (*name*): _____

c. Interpreter(s) present (*name*): _____
 for (*name*): _____ (*specify language*): _____

d. Petitioner present Attorney present (*name*): _____
 e. Respondent present Attorney present (*name*): _____
 f. Other parent present Attorney present (*name*): _____
 g. Attorney for local child support agency (*name*): _____
 h. The parent ordered to pay support for purposes of this order is the petitioner respondent other parent.
 i. Other (*specify*): _____

2. This is a recommended order/judgment based on the objection of (*specify name*): _____

3. a. This matter is taken off calendar.
 b. This entire matter is denied with without prejudice.
 c. This matter is continued at the request of the local child support agency petitioner respondent other parent to:
 Date: _____ Time: _____ Department: _____
 (*Specify issues*):
 Petitioner Respondent Other parent is ordered to appear at that date and time.
 d. The court takes the following matters under submission (*specify*): _____

4. **Order of examination**
 The petitioner respondent other (*specify*): _____ was sworn and examined.
 Examination was held outside of court.

5. **Referrals**

a. The parties are referred to Family Court Services or mediation.
 b. Petitioner Respondent Other parent is referred to the family law facilitator.
 c. Other (*specify*): _____

THE COURT FINDS

6. Respondent Petitioner Other parent was was not served regarding this matter.
 7. Respondent Petitioner Other parent admits denies parentage.
 8. The parents of the children named below in item 14(a) are (*specify names*): _____

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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9. Respondent Petitioner Other parent has read, understands, and has signed the *Advisement and Waiver of Rights for Stipulation* (form FL-694) attachment. He or she gives up those rights and freely agrees that a judgment may be entered in accordance with these findings.
10. a. Guideline support amount: \$ _____
- b. This order is is not based on the guideline.
- c. The attached *Guideline Findings Attachment* (form FL-693) is incorporated into these findings.
- d. A printout, which shows the calculation of child support payable, is attached and must become the court's findings.
- e. The child support agreed to by the parents is below above the statewide child support guideline. The amount of support that would have been ordered under the guideline formula is \$ _____ per month. The parties have been fully informed of their rights concerning child support. Neither party is acting out of duress or coercion. Neither party is receiving public assistance, and no application for public assistance is pending. The needs of the children will be adequately met by this agreed-upon amount of child support. The order is in the best interest of the children. If the order is below the guideline, no change of circumstance will be required to modify this order. If the order is above the guideline, a change of circumstance will be required to modify this order.
- f. The low-income adjustment applies.
11. Arrearages from (specify date): _____ through (specify date): _____ are \$ _____ including interest interest not computed and not waived.

THE COURT ORDERS

12. All orders previously made in this action must remain in full force and effect except as specifically modified below.
13. Genetic testing must be coordinated by the local child support agency.
- a. Respondent Petitioner Mother of the children Other (specify): _____ and the minor children must each submit to genetic testing as directed by the local child support agency.
- b. The parent ordered to pay support must reimburse the local child support agency for genetic testing costs of \$ _____
14. a. The parent ordered to pay support is the parent of the following children and must pay current child support for them.
- | <u>Name</u> | <u>Date of birth</u> | <u>Monthly basic support amount</u> |
|-------------|----------------------|-------------------------------------|
| | | |
- There is sufficient evidence that the parent ordered to pay support is the parent of the following children to enter a support order.
- Additional children are listed on an attached page.
- b. The parent ordered to pay support must pay additional support monthly for actual child-care costs: (specify amount): \$ _____ one-half (specify percent): _____ percent of said costs. Payments must be made to the local child support agency other party child-care provider.
- c. The parent ordered to pay support must pay reasonable uninsured health-care costs for the children: (specify amount): \$ _____ one-half (specify percent): _____ percent of said costs. Payments must be made to the local child support agency other party health-care provider.
- d. The parent ordered to pay support must pay additional support monthly for the following (specify): (specify amount): \$ _____ one-half (specify percent): _____ Payments must be made to the local child support agency other party.
- e. Other (specify): _____
- f. For a total of: \$ _____ payable on the: _____ day of each month beginning (date): _____
- g. The low-income adjustment applies.
 The low-income adjustment does not apply because (specify reasons): _____
- h. Any support ordered will continue until further order of court, unless terminated by operation of law.

NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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15. The parent ordered to pay support may claim the children for tax purposes as long as all child support payments are current as of the last day of the year for which the exemptions are claimed.

16. Petitioner Respondent Other parent must pay to petitioner respondent
 other parent
 as spousal support family support \$ _____ per month, beginning (date):
 payable on the: _____ day of each month.

17. The parent ordered to pay support must pay child support for past periods and in the following amounts set forth below:

Name	Period of support	Amount
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- a. Other (specify):
- b. For a total of: \$ _____ payable on the: _____ day of each month
 beginning (date): _____
- c. Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

18. The parent ordered to pay support owes support as follows, as of (date):

- a. Child support: \$ _____ Spousal support: \$ _____ Family support: \$ _____ Other: \$ _____
- b. Interest is not computed and is not waived.
- c. Payable: _____ on the: _____ day of each month
 beginning (date): _____
- d. Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

19. No provision of this judgment can operate to limit any right to collect all sums owing in this matter as otherwise provided by law.

20. All payments except as otherwise ordered must be made to (name and address of agency):

21. An earnings assignment order is issued.

22. The parent ordered to pay support must pay the fee charged by a private child support collector who has been authorized by contract to act for the party receiving support, not to exceed 33 1/3 percent of the total amount in arrears and not to exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the parent receiving support, jointly.

23. The parent ordered to pay support The parent receiving support must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency's request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; and (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

24. If "The parent ordered to pay support" box is checked in item 23, a health insurance coverage assignment must issue.

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	CASE NUMBER:
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25. **Job search.** (*specify name(s)*): _____ must seek employment for at least (*specify number*): _____ jobs per week and report those job applications and results to the court and the local child support agency at the continuance date. These job applications are to be made in person, not by phone, fax, or e-mail.

26. For purposes of the licensing issue only, the parent ordered to pay support is found to be in compliance with the support order in this action. The local child support agency must issue a release of license(s).

27. Notwithstanding any noncompliance issues with the support order in this action, the court finds that the needs of the party ordered to pay support warrant a conditional release. The local child support agency must issue a release of license(s). Such release is effective only as long as the parent ordered to pay support complies with all payment terms of this order.

28. A warrant of attachment/bench warrant issues for (*specify name*):
 a. Bail is set in the amount of: \$ _____
 b. Service is stayed until (*date*): _____

29. The court retains jurisdiction to make orders retroactive to (*date*): _____

30. The court reserves jurisdiction over all issues the issues of (*specify*): _____

31. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.

32. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* are attached and incorporated.

33. The following person (the “other parent”) is added as a party to this action under Family Code sections 17400 and 17406 (*specify name*): _____

34. **The court further orders** (*specify*): _____

35. Number of pages attached: _____

Approved as conforming to court order: Date: _____  (SIGNATURE OF ATTORNEY FOR THE PARENT ORDERED TO PAY SUPPORT)  (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)
--

Date: _____

 JUDICIAL OFFICER

Signature follows last attachment.

NOTICE OF RIGHTS AND RESPONSIBILITIES
Health-Care Costs and Reimbursement Procedures

IF YOU HAVE A CHILD SUPPORT ORDER THAT INCLUDES A PROVISION FOR THE REIMBURSEMENT OF A PORTION OF THE CHILD'S OR CHILDREN'S HEALTH-CARE COSTS AND THOSE COSTS ARE NOT PAID BY INSURANCE, THE LAW SAYS:

1. Notice. You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

2. Proof of full payment. If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

3. Proof of partial payment. If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

4. Payment by notified parent. If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

5. Disputed charges. If you dispute a charge, you may file a motion in court to resolve the dispute, but only if you pay that charge before filing your motion.

If you claim that the other party has failed to reimburse you for a payment, or the other party has failed to make a payment to the provider after proper notice has been given, you may file a motion in court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable. The court may award attorney fees and costs against a party who has been unreasonable.

6. Court-ordered insurance coverage. If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

- a. **Burden to prove.** The party claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.
- b. **Cost of additional coverage.** If a parent purchases health-care insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage provided by court order, that parent must pay the difference.

7. Preferred health providers. If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any party uses a health-care provider other than the preferred provider, any health-care costs that would have been paid by the preferred health provider if that provider had been used must be the sole responsibility of the party incurring those costs.

Procedimientos relativos a costos de salud y devolución de dichos costos

Si usted tiene una orden de manutención de menores que disponga la devolución de costos incurridos por servicios de salud para menores y costos no cubiertos por el seguro médico, la ley dice lo siguiente:

1. Aviso. Se debe dar al otro padre una factura detallada relacionando los costos cobrados por servicios de salud que no estén cubiertos por seguro médico. Esta factura se le debe dar al otro padre con antelación razonable y no más tarde de 30 días después de haber recibido dichos cobros de pago.

2. Comprobante de pago total. Si usted ya pagó todos los costos de salud correspondientes a individuos no asegurados, deberá: (1) proporcionar al otro padre el comprobante de haber pagado y (2) pedirle al otro padre que le pague la porción de los costos que al otro padre le corresponda, según la orden del tribunal.

3. Comprobante de pago parcial. Si sólo pagó su porción de los costos no cubiertos por el seguro, debe: (1) darle al otro padre un comprobante indicando que ya pagó dicha porción, (2) pedir al otro padre que pague directamente al proveedor de servicios médicos la parte de los costos que al otro padre le corresponda y (3) darle al otro padre la información necesaria para que pague la factura.

4. Pago que le corresponde al padre notificado. Si usted recibe notificación del otro padre indicando costos incurridos por servicios de salud para individuos sin seguro, deberá pagar la porción que le corresponde a usted dentro del plazo ordenado por el tribunal, o si el tribunal no especifica un plazo, usted deberá pagar dichos costos, ya sea, (1) a más tardar en 30 días, desde la fecha en que recibió la notificación sobre los costos por pagar, (2) según un horario de pagos fijado por el proveedor de servicios de salud, (3) según un horario acordado por escrito entre usted y el otro padre o (4) según el horario adoptado por el tribunal.

5. Cuando se disputan los costos. Si usted disputa un costo, puede presentar al tribunal una moción (o pedimento) para resolver la disputa. Sólo podrá hacer esto, si paga el costo antes de presentar la moción. Si su reclamo consiste en que la otra parte no le ha pagado a usted por un costo, o que no le ha pagado al proveedor de servicios de salud después de la notificación apropiada, usted puede presentar una moción ante el tribunal para resolver la disputa.

El tribunal asumirá que si los costos ya se han pagado, dichos costos han sido razonables. Si una persona se comporta de una manera que no sea razonable, el tribunal puede imponerle que pague honorarios de abogado.

6. Cobertura de seguro por orden de tribunal. Si un padre tiene seguro de salud por orden del tribunal, ese seguro se usará todo el tiempo, siempre que esté disponible para cubrir los costos de servicios de salud.

a. Responsabilidad de comprobar. La responsabilidad de comprobar ante el tribunal que la cobertura de servicios de salud es inadecuada para los menores recae sobre la parte que reclama que es inadecuada.

b. Costos de cobertura adicional. Si uno de los padres compra un seguro de salud adicional al que haya sido ordenado por el tribunal, tal padre deberá pagar todo el costo de la cobertura adicional. Y si uno de los padres usa una manera alterna para cubrir gastos médicos que cuestan más que la cobertura dispuesta por el tribunal, dicho padre tendrá que pagar la diferencia.

7. Proveedor preferido para servicios de salud. Si la orden del tribunal especifica un proveedor preferido para servicios de salud, dicho proveedor deberá usarse siempre, según los términos de la póliza del seguro de salud. Si una de las partes decide usar un proveedor que no sea el preferido e incurre costos que podrían haber sido cubiertos por el proveedor preferido si se hubieran utilizado sus servicios, dicha parte asumirá la responsabilidad de cubrir los costos incurridos.

General Information

The court has just made a child support order in your case. This order will remain the same unless a party to the action requests that the support be changed (modified). An order for child support can be modified only by filing a motion to change child support and serving each party involved in your case. If both parents and the local child support agency (if it is involved) agree on a new child support amount, you can complete, have all parties sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) or *Stipulation and Order (Governmental)* (form FL-625).

When a Child Support Order May Be Modified

The court takes several things into account when ordering the payment of child support. First, the number of children is considered. Next, the net incomes of both parents are determined, along with the percentage of time each parent has physical custody of the children. The court considers both parties' tax filing status and may consider hardships, such as a child of another relationship. An existing order for child support may be modified when the net income of one of the parents changes significantly, the parenting schedule changes significantly, or a new child is born.

Examples

- You have been ordered to pay \$500 per month in child support. You lose your job. You will continue to owe \$500 per month, plus 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court orders a reduction.
- You are currently receiving \$300 per month in child support from the other parent, whose net income has just increased substantially. You will continue to receive \$300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a lower amount.

How to Change a Child Support Order

To change a child support order, you must file papers with the court. *Remember:* You must follow the order you have now.

What forms do I need?

If you are asking to change a child support order open with the local child support agency, you must fill out one of these forms:

- FL-680, *Notice of Motion (Governmental)* **or** FL-683 *Order to Show Cause (Governmental)* **and**
- FL-684, *Request for Order and Supporting Declaration (Governmental)*

If you are asking to change a child support order that is **not** open with the local child support agency, you must fill out one of these forms:

- FL-301, *Notice of Motion* **or** FL-300, *Order to Show Cause* **and**
- FL-310, *Application for Order and Supporting Declaration* **or**
- FL-390, *Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support*

You must also fill out one of these forms:

- FL-150, *Income and Expense Declaration* **or** FL-155, *Financial Statement (Simplified)*

What if I am not sure which forms to fill out?

Talk to the family law facilitator at your court.

After you fill out the forms, file them with the court clerk and ask for a hearing date. Write the hearing date on the form.

The clerk will ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, *Application for Waiver of Court Fees and Costs*
- Form FW-003, *Order on Application for Waiver of Court Fees and Costs*

You must serve the other parent. If the local child support agency is involved, serve it too.

This means someone 18 or over—**not you**—must serve the other parent copies of your filed court forms at least **16 court days** before the hearing. Add **5 calendar days** if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations).

Court days are weekdays when the court is open for business (Monday through Friday except court holidays). **Calendar days** include all days of the month, including weekends and holidays. To determine court and calendar days, go to www.courtinfo.ca.gov/selfhelp/courtcalendars/.

The server must also serve blank copies of these forms:

- FL-320, *Responsive Declaration to Order to Show Cause or Notice of Motion* **and** FL-150, *Income and Expense Declaration*, **or**
- FL-155, *Financial Statement (Simplified)*

Then the server fills out and signs a *Proof of Service* (form FL-330 or FL-335). Take this form to the clerk and file it.

Go to your hearing and ask the judge to change the support. Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out:

- FL-340, *Findings and Order After Hearing* **and**
- FL-342, *Child Support Information and Order Attachment*

Need help?

Contact the family law facilitator in your county or call your county's bar association and ask for an experienced family lawyer.

Información sobre cómo cambiar una orden judicial sobre manutención de menores

Información general

El tribunal acaba de dar una orden judicial sobre manutención de menores en esta causa. Esta orden permanecerá en efecto, a menos que alguna de las partes de la causa pida que se modifique. Sólo se puede modificar una orden de manutención de menores si se presenta ante el tribunal una moción (o pedimento) de modificación de manutención y si se da una copia de dicha moción a las partes interesadas en la causa. Si ambos padres llegan a un común acuerdo sobre una suma y si la agencia local que vigila la manutención de menores también acepta el acuerdo (si dicha agencia participa), se puede llenar y hacer que cada una de las partes firme una *Estipulación para Establecer o Modificar una Orden de Manutención de Menores* (formulario FL-350) o llenar y hacer que cada una de las partes firme una *Estipulación y Orden (Documento gubernamental)* (formulario FL-625).

¿Cuándo se puede modificar una orden de manutención de menores?

El juez toma varios factores en consideración cuando emite una orden judicial sobre el pago de manutención de menores. Primero, considera, el número de hijos. Luego, determina los ingresos de ambos padres y el porcentaje del tiempo que cada padre asume la custodia física de los hijos. El tribunal estudia el estado tributario (pago de impuestos) de ambas partes y puede tener en cuenta factores de dificultad económica, tales como la existencia de hijos de otra relación. Se puede modificar la orden de manutención de menores si ocurre un cambio considerable en los ingresos netos de uno de los padres, un cambio considerable en el tiempo que los menores pasan con cada uno de los padres, o cuando nace un nuevo hijo.

Ejemplos:

- Si a usted se le ha ordenado pagar \$500 mensuales de manutención de menores y luego pierde su empleo, continuará debiendo \$500 mensuales. Además usted deberá el 10% de intereses de la suma de manutención adeudada, a menos que presente una moción pidiendo que se modifique y se reduzca la suma de manutención y que el tribunal ordene dicha reducción.
- Si usted está recibiendo \$300 mensuales por manutención de menores provenientes del otro padre y los ingresos de ese padre aumentan considerablemente, usted continuará recibiendo \$300 mensuales, a menos que usted presente una moción para modificar la orden y que el tribunal ordene el aumento de la suma de manutención de menores.
- Si paga manutención de menores basándose en que pasa un 30% de tiempo asumiendo la custodia parcial de sus hijos y después de varios meses, resulta que en efecto pasa el 50% del tiempo a cargo de la custodia física de sus hijos, en dado caso, podrá presentar una moción pidiendo que se reduzca la suma de manutención.

Cómo modificar una orden existente de manutención de hijos menores

Para modificar una orden de manutención de hijos menores usted debe presentar documentos ante el tribunal. Recuerde: Usted tiene la obligación de cumplir la orden judicial existente.

¿Qué formularios necesita?

Si está pidiendo que el tribunal modifique una orden de manutención cuyo caso está abierto en la agencia local que vigila la manutención de menores, deberá llenar los siguientes formularios:

- FL-680 Aviso de petición (Gubernamental) **o** FL-683 Orden de motivos justificativos (Gubernamental) **y**
- FL-684 Solicitud de orden y declaración de respaldo

Si está pidiendo que el tribunal modifique una orden de manutención cuyo caso **no** está abierto en la agencia local que vigila la manutención de menores, deberá llenar los siguientes formularios:

- FL-301 Aviso de petición **o** FL-300 Orden de motivos justificativos **y**
- FL-310 Solicitud para una orden y declaración de respaldo (Derecho de familia -Paternidad uniforme) **o**
- FL-390 Aviso de petición y petición simplificada de modificación de orden de manutención de hijos menores, de cónyuge o de familia

También deberá llenar uno de los siguientes formularios:

- FL-150 Declaración de ingresos y gastos **o** FL-155 Declaración sobre finanzas (Simplificada)

¿Qué puedo hacer si no sé qué formulario llenar?

Hable con el asesor legal del tribunal de familia.

Después de llenar los formularios, radíquelos en el tribunal y pida una audiencia ante el tribunal. Escriba la fecha de su audiencia en su formulario.

En la secretaría le pedirán que pague la cuota de radicación. Si no tiene los medios para pagar la cuota, llene también los siguientes formularios:

- Formulario FW-001 Solicitud de exención de cuotas y costos judiciales
- Formulario FW-003 Orden de exoneración de cuotas y costos judiciales

Usted tiene que hacer la "entrega legal" de los formularios de modificación al otro padre. Si la agencia local que vigila la manutención de hijos menores participa en la causa, entregue también los documentos a esa agencia.

Esto significa que una persona de no menos de 18 años (**y que no sea usted mismo**) debe entregar copias de los formularios por lo menos **16 días hábiles del tribunal** antes de la audiencia. Se deben añadir **5 días calendarios** más si la entrega se hace por correo postal dentro de California (véase Código Civil de Procedimientos, sección 1005 para ver otras situaciones). Los **días hábiles del tribunal** son los días cuando el tribunal está funcionando, de lunes a viernes, exceptuando los días feriados. Los **días calendarios** son todos los días de la semana, incluyendo los fines de semana y los días feriados. Para obtener mayor información, visite: www.courtinfo.ca.gov/selfhelp/courtcalendars

La persona que haga entrega de la copia de los documentos deberá entregar copias de los siguientes formularios:

- FL-320 Declaración de respuesta y FL-150 Declaración de ingresos y gastos, o
- FL-155 Declaración de finanzas (Simplificada)

La persona que hace la entrega entonces llena y firma el comprobante de entrega (formularios FL-330 o FL-335). Luego, usted lleva este documento a la secretaría del tribunal para radicarlo.

Vaya a su audiencia ante el tribunal y pida al juez que modifique la manutención. Lleve consigo sus formularios más recientes de declaración de impuestos federales de los últimos dos años y sus talones de pago de los últimos dos meses. El juez estudiará la información presentada, escuchará a ambos padres y emitirá una orden. Después de la audiencia usted debe llenar los formularios:

- FL-340 Conclusiones y orden después de la audiencia y
- FL-342 Documento adjunto con información sobre manutención de menores y orden judicial.

¿Necesita ayuda?

Consulte con el Asesor Legal del Tribunal de Familia de su condado o llame al colegio de abogados de su condado y pida un abogado con experiencia en el tribunal de familia.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 3751 of the Family Code is amended to read:

3751. (a) (1) Support orders issued or modified pursuant to this chapter shall include a provision requiring the child support obligor to keep the agency designated under Title IV-D of the Social Security Act (42 U.S.C. Sec. 651 et seq.) informed of whether the obligor has health insurance coverage at a reasonable cost and, if so, the health insurance policy information.

(2) In any case in which an amount is set for current support, the court shall require that health insurance coverage for a supported child shall be maintained by either or both parents if that insurance is available at no cost or at a reasonable cost to the parent. Health insurance coverage shall be rebuttably presumed to be reasonable in cost if it is employment-related group health insurance or other group health insurance, regardless of the service delivery mechanism. The actual cost of the health insurance to the obligor shall be considered in determining whether the cost of insurance is reasonable. If the court determines that the cost of health insurance coverage is not reasonable, the court shall state its reasons on the record.

(b) If the court determines that health insurance coverage is not available at no cost or at a reasonable cost, the court's order for support shall contain a provision that specifies that health insurance coverage shall be obtained if it becomes available at no cost or at a reasonable cost. Upon health insurance coverage at no cost or at a reasonable cost becoming available to a parent, the parent shall apply for that coverage.

(c) The court's order for support shall require the parent who, at the time of the order or subsequently, provides health insurance coverage for a supported child to seek continuation of coverage for the child upon attainment of the limiting age for a dependent child under the health insurance coverage if the child meets the criteria specified under Section 1373 of the Health and Safety Code or Section 10277 or 10278 of the Insurance Code and that health insurance coverage is available at no cost or at a reasonable cost to the parent or parents, as applicable.

SEC. 2. Section 3752.5 of the Family Code is amended to read:

3752.5. (a) A child support order issued or modified pursuant to this division shall include a provision requiring the child support obligor to keep the obligee informed of whether the obligor has health insurance made available through the obligor's employer or has other group health insurance and, if so, the health insurance policy information. The support obligee under a child support order shall

inform the support obligor of whether the obligee has health insurance made available through the employer or other group health insurance and, if so, the health insurance policy information.

(b) A child support order issued or modified pursuant to this division shall include a provision requiring the child support obligor and obligee to provide the information described in subdivision (a) for a child or an adult who meets the criteria for continuation of health insurance coverage upon attaining the limiting age pursuant to Section 1373 of the Health and Safety Code or Section 10277 or 10278 of the Insurance Code.

(c) The Judicial Council shall modify the form of the order for health insurance coverage (family law) to notify child support obligors of the requirements of this section and of Section 3752. Notwithstanding any other provision of law, the Judicial Council shall not be required to modify the form of the order for health insurance coverage (family law) to include the provisions described in subdivision (b) until January 1, 2010.

SEC. 3. Section 1373 of the Health and Safety Code is amended to read:

1373. (a) A plan contract may not provide an exception for other coverage if the other coverage is entitlement to Medi-Cal benefits under Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the Welfare and Institutions Code, or Medicaid benefits under Subchapter 19 (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code.

Each plan contract shall be interpreted not to provide an exception for the Medi-Cal or Medicaid benefits.

A plan contract shall not provide an exemption for enrollment because of an applicant's entitlement to Medi-Cal benefits under Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the Welfare and Institutions Code, or Medicaid benefits under Subchapter 19 (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code.

A plan contract may not provide that the benefits payable thereunder are subject to reduction if the individual insured has entitlement to the Medi-Cal or Medicaid benefits.

(b) A plan contract that provides coverage, whether by specific benefit or by the effect of general wording, for sterilization operations or procedures shall not impose any disclaimer, restriction on, or limitation of, coverage relative to the covered individual's reason for sterilization.

As used in this section, "sterilization operations or procedures" shall have the same meaning as that specified in Section 10120 of the Insurance Code.

(c) Every plan contract that provides coverage to the spouse or dependents of the subscriber or spouse shall grant immediate accident and sickness coverage, from and after the moment of birth, to each newborn infant of any subscriber or spouse covered and to each minor child placed for adoption from and after the date on which the adoptive child's birth parent or other appropriate legal authority signs a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or a relinquishment form, granting the subscriber or spouse the right to control health care for the adoptive child or, absent this written document, on the date there exists evidence of the subscriber's or spouse's right to control the health care of the child placed for adoption. No plan may be entered into or amended if it contains any disclaimer, waiver, or other limitation of coverage relative to the coverage or insurability of newborn infants of, or children placed for adoption with, a subscriber or spouse covered as required by this subdivision.

(d) (1) Every plan contract that provides that coverage of a dependent child of a subscriber shall terminate upon attainment of the limiting age for dependent children specified in the plan, shall also provide that attainment of the limiting age shall not operate to terminate the coverage of the child while the child is and continues to meet both of the following criteria:

(A) Incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition.

(B) Chiefly dependent upon the subscriber for support and maintenance.

(2) The plan shall notify the subscriber that the dependent child's coverage will terminate upon attainment of the limiting age unless the subscriber submits proof of the criteria described in subparagraphs (A) and (B) of paragraph (1) to the plan within 60 days of the date of receipt of the notification. The plan shall send this notification to the subscriber at least 90 days prior to the date the child attains the limiting age. Upon receipt of a request by the subscriber for continued coverage of the child and proof of the criteria described in subparagraphs (A) and (B) of paragraph (1), the plan shall determine whether the child meets that criteria before the child attains the limiting age. If the plan fails to make the determination by that date, it shall continue coverage of the child pending its determination.

(3) The plan may subsequently request information about a dependent child whose coverage is continued beyond the limiting age under this subdivision but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

(4) If the subscriber changes carriers to another plan or to a

health insurer, the new plan or insurer shall continue to provide coverage for the dependent child. The new plan or insurer may request information about the dependent child initially and not more frequently than annually thereafter to determine if the child continues to satisfy the criteria in subparagraphs (A) and (B) of paragraph (1). The subscriber shall submit the information requested by the new plan or insurer within 60 days of receiving the request.

(e) A plan contract that provides coverage, whether by specific benefit or by the effect of general wording, for both an employee and one or more covered persons dependent upon the employee and provides for an extension of the coverage for any period following a termination of employment of the employee shall also provide that this extension of coverage shall apply to dependents upon the same terms and conditions precedent as applied to the covered employee, for the same period of time, subject to payment of premiums, if any, as required by the terms of the policy and subject to any applicable collective bargaining agreement.

(f) A group contract shall not discriminate against handicapped persons or against groups containing handicapped persons. Nothing in this subdivision shall preclude reasonable provisions in a plan contract against liability for services or reimbursement of the handicap condition or conditions relating thereto, as may be allowed by rules of the director.

(g) Every group contract shall set forth the terms and conditions under which subscribers and enrollees may remain in the plan in the event the group ceases to exist, the group contract is terminated or an individual subscriber leaves the group, or the enrollees' eligibility status changes.

(h) (1) A health care service plan or specialized health care service plan may provide for coverage of, or for payment for, professional mental health services, or vision care services, or for the exclusion of these services. If the terms and conditions include coverage for services provided in a general acute care hospital or an acute psychiatric hospital as defined in Section 1250 and do not restrict or modify the choice of providers, the coverage shall extend to care provided by a psychiatric health facility as defined in Section 1250.2 operating pursuant to licensure by the State Department of Mental Health. A health care service plan that offers outpatient mental health services but does not cover these services in all of its group contracts shall communicate to prospective group contractholders as to the availability of outpatient coverage for the treatment of mental or nervous disorders.

(2) No plan shall prohibit the member from selecting any psychologist who is licensed pursuant to the Psychology Licensing Law (Chapter 6.6 (commencing with Section 2900) of Division 2 of the Business and Professions Code), any optometrist who is the holder of

a certificate issued pursuant to Chapter 7 (commencing with Section 3000) of Division 2 of the Business and Professions Code or, upon referral by a physician and surgeon licensed pursuant to the Medical Practice Act (Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code), (i) any marriage and family therapist who is the holder of a license under Section 4980.50 of the Business and Professions Code, (ii) any licensed clinical social worker who is the holder of a license under Section 4996 of the Business and Professions Code, (iii) any registered nurse licensed pursuant to Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code, who possesses a master's degree in psychiatric-mental health nursing and is listed as a psychiatric-mental health nurse by the Board of Registered Nursing, or (iv) any advanced practice registered nurse certified as a clinical nurse specialist pursuant to Article 9 (commencing with Section 2838) of Chapter 6 of Division 2 of the Business and Professions Code who participates in expert clinical practice in the specialty of psychiatric-mental health nursing, to perform the particular services covered under the terms of the plan, and the certificate holder is expressly authorized by law to perform these services.

(3) Nothing in this section shall be construed to allow any certificate holder or licensee enumerated in this section to perform professional mental health services beyond his or her field or fields of competence as established by his or her education, training and experience.

(4) For the purposes of this section, "marriage and family therapist" means a licensed marriage and family therapist who has received specific instruction in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions that is equivalent to the instruction required for licensure on January 1, 1981.

(5) Nothing in this section shall be construed to allow a member to select and obtain mental health or psychological or vision care services from a certificate or licenseholder who is not directly affiliated with or under contract to the health care service plan or specialized health care service plan to which the member belongs. All health care service plans and individual practice associations that offer mental health benefits shall make reasonable efforts to make available to their members the services of licensed psychologists. However, a failure of a plan or association to comply with the requirements of the preceding sentence shall not constitute a misdemeanor.

(6) As used in this subdivision, "individual practice association" means an entity as defined in subsection (5) of Section 1307 of the

federal Public Health Service Act (42 U.S.C. Sec. 300e-1 (5)).

(7) Health care service plan coverage for professional mental health services may include community residential treatment services that are alternatives to inpatient care and that are directly affiliated with the plan or to which enrollees are referred by providers affiliated with the plan.

(i) If the plan utilizes arbitration to settle disputes, the plan contracts shall set forth the type of disputes subject to arbitration, the process to be utilized, and how it is to be initiated.

(j) A plan contract that provides benefits that accrue after a certain time of confinement in a health care facility shall specify what constitutes a day of confinement or the number of consecutive hours of confinement that are requisite to the commencement of benefits.

SEC. 4. Section 10277 of the Insurance Code is amended to read:

10277. (a) A group health insurance policy that provides that coverage of a dependent child of an employee or other member of the covered group shall terminate upon attainment of the limiting age for dependent children specified in the policy, shall also provide that attainment of the limiting age shall not operate to terminate the coverage of the child while the child is and continues to meet both of the following criteria:

(1) Incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition.

(2) Chiefly dependent upon the employee or member for support and maintenance.

(b) The insurer shall notify the employee or member that the dependent child's coverage will terminate upon attainment of the limiting age unless the employee or member submits proof of the criteria described in paragraphs (1) and (2) of subdivision (a) to the insurer within 60 days of the date of receipt of the notification. The insurer shall send this notification to the employee or member at least 90 days prior to the date the child attains the limiting age. Upon receipt of a request by the employee or member for continued coverage of the child and proof of the criteria described in paragraphs (1) and (2) of subdivision (a), the insurer shall determine whether the dependent child meets that criteria before the child attains the limiting age. If the insurer fails to make the determination by that date, it shall continue coverage of the child pending its determination.

(c) The insurer may subsequently request information about a dependent child whose coverage is continued beyond the limiting age under subdivision (a), but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

(d) If the employee or member changes carriers to another insurer or to a health care service plan, the new insurer or plan shall continue to provide coverage for the dependent child. The new plan or insurer may request information about the dependent child initially and not more frequently than annually thereafter to determine if the child continues to satisfy the criteria in paragraphs (1) and (2) of subdivision (a). The employee or member shall submit the information requested by the new plan or insurer within 60 days of receiving the request.

SEC. 5. Section 10278 of the Insurance Code is amended to read:

10278. (a) An individual health insurance policy that provides that coverage of a dependent child shall terminate upon attainment of the limiting age for dependent children specified in the policy, shall also provide that attainment of the limiting age shall not operate to terminate the coverage of the child while the child is and continues to meet both of the following criteria:

(1) Incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition.

(2) Chiefly dependent upon the policyholder or subscriber for support and maintenance.

(b) The insurer shall notify the policyholder or subscriber that the dependent child's coverage will terminate upon attainment of the limiting age unless the policyholder or subscriber submits proof of the criteria described in paragraphs (1) and (2) of subdivision (a) to the insurer within 60 days of the date of receipt of the notification. The insurer shall send this notification to the policyholder or subscriber at least 90 days prior to the date the child attains the limiting age. Upon receipt of a request by the policyholder or subscriber for continued coverage of the child and proof of the criteria described in paragraphs (1) and (2) of subdivision (a), the insurer shall determine whether the dependent child meets that criteria before the child attains the limiting age. If the insurer fails to make the determination by that date, it shall continue coverage of the child pending its determination.

(c) The insurer may subsequently request information about a dependent child whose coverage is continued beyond the limiting age under subdivision (a), but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

(d) If the subscriber or policyholder changes carriers to another insurer or to a health care service plan, the new insurer or plan shall continue to provide coverage for the dependent child. The new plan or insurer may request information about the dependent child initially and not more frequently than annually thereafter to determine if the child continues to satisfy the criteria in paragraphs (1) and (2) of subdivision (a). The subscriber or

policyholder shall submit the information requested by the new plan or insurer within 60 days of receiving the request.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Assembly Bill 2781

SECTION 1. Chapter 9 (commencing with Section 5610) is added to Part 5 of Division 9 of the Family Code, to read:

CHAPTER 9. Private Child Support Collectors

5610. For the purposes of this chapter, "private child support collector" means any individual, corporation, attorney, nonprofit organization, or other nongovernmental entity who is engaged by an obligee to collect child support ordered by a court or other tribunal for a fee or other consideration. The term does not include any attorney who addresses issues of ongoing child support or child support arrearages in the course of an action to establish parentage or a child support obligation, a proceeding under Division 10 (commencing with Section 6200), a proceeding for dissolution of marriage, legal separation, or nullity of marriage, or in postjudgment or modification proceedings related to any of those actions. A "private child support collector" includes any private, nongovernmental attorney whose business is substantially comprised of the collection or enforcement of child support. As used in this section, substantially means that at least 50 percent of the attorney's business, either in terms of remuneration or time spent, is comprised of the activity of seeking to collect or enforce child support obligations for other individuals.

5611. (a) Any contract for the collection of child support between a private child support collector and an obligee shall be in writing and written in simple language, in at least 10-point type, signed by the private child support collector and the obligee. The contract shall be delivered to the obligee in a paper form that the obligee may retain for his or her records. The contract shall include all of the following:

- (1) An explanation of the fees imposed by contract and otherwise permitted by law and an example of how they are calculated and deducted.
- (2) A statement that the amount of fees to be charged is set by the agency and is not set by state law.
- (3) A statement that the private child support collector cannot charge fees on current support if the obligee received any current child support during the 6 months preceding execution of the contract with the private collector.
- (4) An explanation of the nature of the services to be provided.
- (5) The expected duration of the contract, stated as a length of time or as an amount to be collected by the collection agency.
- (6) An explanation of the opportunities available to the obligee or private child support collector to cancel the contract or other conditions under which the contract terminates.

(7) The mailing address, street address, telephone numbers, facsimile numbers, and Internet address or location of the private child support collector.

(8) A statement that the private child support collector is not a governmental entity and that governmental entities in California provide child support collection and enforcement services free of charge.

(9) A statement that the private child support collector collects only money owed to the obligee and not support assigned to the state or county due to the receipt of CalWORKs or Temporary Assistance to Needy Families.

(10) A statement that the private child support collector will not retain fees from collections that are primarily attributable to the actions of a governmental entity or any other person or entity and is required by law to refund any fees improperly retained.

(11) A statement that the obligee may continue to receive, or may pursue, services through a governmental entity to collect support, and the private child support collection agency will not require or request that the obligee cease or refrain from engaging those services.

(12) A notice that the private child support collector is required to keep and maintain case records for a period of four years and four months, after the expiration of the contract and may thereafter destroy or otherwise dispose of the records. The obligee may, prior to destruction or disposal, retrieve those portions of the records that are not confidential.

(13) A "Notice of Cancellation," which shall be included with the contract and which shall contain, in the same size font as the contract, the following statement, written in the same language as the contract:

"Notice of Cancellation

You may cancel this contract, without any penalty or obligation, within 15 business days from the date the contract is signed or you receive this notice, whichever is later, or at any time if the private child support collector commits a material breach of any provision of the contract or a material violation of any provision of this chapter with respect to the obligee or the obligor, or _____ (all other reasons for

cancellation permitted).

To cancel this contract, mail or deliver a signed copy of this cancellation notice or any other written notice to

_____ (name of private child support collector) at

(address for mail or delivery) no later than midnight on _____ (date).

I am canceling this contract. _____ (date)

(signature)"

(14) The following statement by the obligee on the first page of the contract:

"I understand that this contract calls for (name of private child support collector) to collect money owed to me, and not money owed to the state or county. If child support is owed to the state or county because I am receiving or have received program benefits from CalWORKs or Temporary Assistance to Needy Families, then (name of private child support collector) cannot collect that money for me. If I start to receive program benefits from CalWORKs or Temporary Assistance to Needy Families during this contract, I must notify (name of private child support collector) in writing."

"I declare by my signature below that the child support to be collected for me pursuant to this contract is not assigned to the state or county as of the time I sign this contract. I agree that I will give written notice to the private child support collector if I apply for program benefits under CalWORKs or Temporary Assistance to Needy Families during the term of this contract."

(15) (A) The following statement by the obligee immediately above the signature line of the contract:

"I understand that (name of private child support collector) will charge a fee for all the current child support and arrears it collects for me until the entire contract amount is collected or the contract terminates for another reason. I also understand that depending on the frequency and size of payments, it could take years for the amount specified in my contract to be collected. This means that if (name of private child support collector) is collecting my current support by wage withholding or other means, I will not receive the full amount of my periodic court-ordered current support until the contract terminates since (name of private child support collector) will be deducting its fee from the periodic court-ordered current support it collects for me."

(B) The statement required by subparagraph (A) shall:

(i) Be in a type size that is at least equal to one-quarter of the largest type size used in the contract. In no event shall the disclosure be printed in less than 8-point type.

(ii) Be in a contrasting style, and contrasting color or bold type, which is equally or more visible than the type used in the contract.

(b) The disclosures required by paragraph (1) of subdivision (a) of Section 5612 shall be printed in the contract, as follows:

(1) In a type size that is at least equal to one-quarter of the largest type size used in the contract. In no event shall the disclosure be printed in less than 8-point type.

(2) In a contrasting style, and contrasting color or bold type that is equally or more visible than the type used in the contract.

(3) Immediately above, below, or beside the stated fee without any intervening words, pictures, marks, or symbols.

(4) In the same language as the contract.

5612. (a) Each private child support collector:

(1) That charges any initial fee, processing fee, application fee, filing fee, or other fee or assessment that must be paid by an obligee regardless of whether any child support collection is made on behalf of the obligee shall make the following disclosure in every radio, television, or print advertisement intended for a target audience consisting primarily of California residents:

"(Name of private child support collector) is not a governmental entity and charges an upfront fee for its services even if it does not collect anything."

(2) That does not charge any fee or assessment specified in paragraph (1) shall make the following disclosure in every radio, television, or print advertisement aired for a target audience consisting primarily of California residents:

"(Name of private child support collector) is not a governmental entity and charges a fee for its services."

(b) The disclosures required in subdivision (a) shall also be stated during the first 30 seconds of any initial telephone conversation with an obligee and in the private child support collector's contract.

5613. (a) An obligee shall have the right to cancel a contract with a private support collector under either of the following circumstances:

(1) Within 15 business days of the later of signing the contract, or receiving a blank notice of cancellation form, or at any time if the private child support collector commits a material breach of any provision of the contract or a material violation of any provision of this chapter with respect to the obligee or the obligor.

(2) At the end of any 12-month period in which the total amount collected by the private child support collector is less than 50

percent of the amount scheduled to be paid under a payment plan.

(b) A contract shall automatically terminate when the contract term has expired or the contract amount has been collected, whichever occurs first.

5614. (a) A private child support collector shall do all of the following:

(1) (A) Provide to an obligee all of the following information:

(i) The name of, and any other identifying information relating to, any obligor who made child support payments collected by the private child support collector.

(ii) The amount of support collected by the private child support collector.

(iii) The date on which each amount was received by the private child support collector.

(iv) The date on which each amount received by the private child support collector was sent to the obligee.

(v) The amount of the payment sent to the obligee.

(vi) The source of payment of support collected and the actions affirmatively taken by the private child support collector that resulted in the payment.

(vii) The amount and percentage of each payment kept by the private child support collector as its fee.

(B) The information required by paragraph (A) shall be made available, at the option of the obligee, by mail, telephone, or via secure Internet access. If provided by mail, the notice shall be sent at least quarterly and, if provided by any other method, the information shall be updated and made available at least monthly. Information accessed by telephone and the Internet shall be up to date.

(2) Establish a direct deposit account with the state disbursement unit and shall within two business days from the date the funds are dispersed from the state disbursement unit to the private child support collector, if a portion of the funds constitute an obligor's fee, notify the Department of Child Support Services of the portion of each collection that constitutes a fee. The notification shall be sent by the private child support collector to the department in an electronic format to be determined by the department.

(3) Maintain records of all child support collections made on behalf of a client who is an obligee. The records required under this section shall be maintained by the private child support collector for the duration of the contract plus a period of four years and four months from the date of the last child support payment collected by the private child support collector on behalf of an obligee. In addition to information required by paragraph (1), the private child support collector shall maintain the following:

(A) A copy of the order establishing the child support obligation

under which a collection was made by the private child support collector.

(B) Records of all correspondence between the private child support collector and the obligee or obligor in a case.

(C) Any other pertinent information relating to the child support obligation, including any case, cause, or docket number of the court having jurisdiction over the matter and official government payment records obtained by the private child support collector on behalf of, and at the request of, the obligee.

(4) Safeguard case records in a manner reasonably expected to prevent intentional or accidental disclosure of confidential information pertaining to the obligee or obligor, including providing necessary protections for records maintained in an automated system.

(5) Ensure that every person who contracts with a private child support collector has the right to review all files and documents, both paper and electronic, in the possession of the private child support collector for the information specified in this paragraph regarding that obligee's case that are not required by law to be kept confidential. The obligee, during regular business hours, shall be provided reasonable access to and copies of the files and records of the private child support collector regarding all moneys received, collection attempts made, fees retained or paid to the private child support collector, and moneys disbursed to the obligee. The private child support collector may not charge a fee for access to the files and records, but may require the obligee to pay up to three cents (\$0.03) per page for the copies prior to their release.

(6) Provide, prior to commencing collection activities, written notice of any contract with an obligee to the local child support agency that is enforcing the obligee's support order, if known, or the local child support agency for the county in which the obligee resides as of the time the contract is signed by the obligee. The notice shall identify the obligee, the obligor, and the amount of the arrearage claimed by the obligee.

(b) A private child support collector shall not do any of the following:

(1) Charge fees on current support if the obligee received any current child support during the six months preceding execution of the contract with the private child support collector. A private child support collector shall inquire of the obligee and record the month and year of the last current support payment and may rely on information provided by the obligee in determining whether a fee may be charged on current support.

(2) Improperly retain fees from collections that are primarily attributable to the actions of a governmental entity. The private child support collector shall refund all of those fees to the obligee

immediately upon discovery or notice of the improper retention of fees.

(3) Collect or attempt to collect child support by means of any conduct that is prohibited of a debt collector collecting a consumer debt under Sections 1788.10 to 1788.16, inclusive, of the Civil Code. This chapter does not modify, alter, or amend the definition of a debt or a debt collector under the Rosenthal Fair Debt Collection Practices Act, Title 1.6C (commencing with Section 1788) of Part 4 of Division 3 of the Civil Code.

(4) Misstate the amount of the fee that may be lawfully paid to the private child support collector for the performance of the contract or the identity of the person who is obligated to pay that fee.

(5) Make a false representation of the amount of child support to be collected. A private child support collector is not in violation of this paragraph if it reasonably relied on sufficient documentation provided by the government entity collecting child support, a court with jurisdiction over the support obligation, or from the obligee, or upon sufficient documentation provided by the obligor.

(6) Ask any party other than the obligor to pay the child support obligation, unless that party is legally responsible for the obligation or is the legal representative of the obligor.

(7) Require, on or after January 1, 2007, as a condition of providing services to the obligee, that the obligee waive any right or procedure provided for in any state law regarding the right to file and pursue a civil action, or that the obligee agree to resolve disputes in a jurisdiction outside of California or to the application of laws other than those of California, as provided by law. Any waiver by the obligee of the right to file and pursue a civil action, the right to file and pursue a civil action in California, or the right to rely upon California law as provided by law must be knowing, voluntary, and not made a condition of doing business with the private child support collector. Any waiver, including, but not limited to, an agreement to arbitrate or regarding choice of forum or choice of law, that is required as a condition of doing business with the private child support collector, shall be presumed involuntary, unconscionable, against public policy, and unenforceable. The private child support collector has the burden of proving that any waiver of rights, including any agreement to arbitrate a claim or regarding choice of forum or choice of law, was knowing, voluntary, and not made a condition of the contract with the obligee.

5615. (a) (1) A person may bring an action for actual damages incurred as a result of a violation of this chapter.

(2) In addition to actual damages, a private child support collector who willfully and knowingly violates the provisions of this

chapter shall be liable for a civil penalty in an amount determined by the court, which may not be less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000).

(3) (A) The prevailing party in any action pursuant to this chapter shall be entitled to recover the costs of the action. Reasonable attorney's fees, which shall be based on the time necessarily expended to enforce the liability, shall be awarded to a prevailing party, other than the private child support collector, asserting rights under this chapter. Reasonable attorney's fees may be awarded to a prevailing private child support collector if the court finds that the party bringing the action did not prosecute the action in good faith.

(B) In an action by an obligor under this chapter, the private child support collector shall have no civil liability under this chapter to the obligor under any circumstance in which a debt collector would not have civil liability under Section 1788.30 of the Civil Code.

(4) A private child support collector is not in violation of this chapter if the private child support collector shows, by a preponderance of the evidence, that the action complained of was not intentional and resulted from a bona fide error that occurred notwithstanding the use of reasonable procedures to avoid the error.

(5) The remedies provided in this section are cumulative and are in addition to any other procedures, rights, or remedies available under any other law.

(b) Any waiver of the rights, requirements, and remedies provided by this chapter violates public policy and is void.

(c) Notwithstanding any other provision of this chapter, including provisions establishing a right of cancellation and requiring notice thereof, any contract for the collection of child support between an attorney who is a "private child support collector" pursuant to Section 5610 shall conform to the statutes, rules, and case law governing attorney conduct, including the provisions of law providing that a contract with an attorney is cancelable by the attorney's client at any time. Upon cancellation of that contract, the attorney may seek compensation as provided by law, including, if applicable, a claim for the reasonable value of any services rendered to the attorney's client pursuant to the doctrine of quantum meruit, provided those services lead to the collection of support and the compensation is limited to what would have been collected had the contract been in effect. To the extent that the provisions of this chapter are in conflict with the provisions of state law governing the conduct of attorneys, this chapter shall control. If there is no conflict, an attorney who is a "private child support collector" pursuant to Section 5610 shall conform to the provisions of this

chapter.

5616. (a) Every court order for child support issued on or after January 1, 2010, and every child support agreement providing for the payment of child support approved by a court on or after January 1, 2010, shall include a separate money judgment owed by the child support obligor to pay a fee not to exceed 33 and 1/3 percent of the total amount in arrears, and not to exceed 50 percent of the fee as charged by a private child support collector pursuant to a contract complying with the requirements of this chapter and any other child support collections costs expressly permitted by the child support order for the collection efforts undertaken by the private child support collector. The money judgment shall be in favor of the private child support collector and the child support obligee, jointly, but shall not constitute a private child support collector lien on real property unless an abstract of judgment is recorded pursuant to subdivision (d). Except as provided in subdivision (c), the money judgement may be enforced by the private child support collector by any means available to the obligee for the enforcement of the child support order without any additional action or order by the court. Nothing in this chapter shall be construed to grant the private child support collector any enforcement remedies beyond those authorized by federal or state law. Any fee collected from the obligor pursuant to a contract complying with the requirements of this chapter, shall not constitute child support.

(b) If the child support order makes the obligor responsible for payment of collection fees and costs, fees that are deducted by a private child support collector may not be credited against child support arrearages or interest owing on arrearages or any other money owed by the obligor to the obligee.

(c) If the order for child support requires payment of collection fees and costs by the obligor, then not later than five days after the date that the private child support collector makes its first collection, written notice shall be provided to the obligor of (1) the amount of arrearages subject to collection, (2) the amount of the collection that shall be applied to the arrearage, and (3) the amount of the collection that shall be applied to the fees and costs of collection. The notice shall provide that, in addition to any other procedures available, the obligor has 30 days to file a motion to contest the amount of collection fees and costs assessed against the obligor.

(d) Any fees or monetary obligations resulting from the contract between an obligee parent and a private child support collector, or moneys owed to a private child support collector by the obligor parent or obligee parent as a result of the private child support collector's efforts, does not create a lien on real property, unless an abstract of judgment is obtained from the court and recorded by

the private child support collector against the real property in the county in which it is located, nor shall that amount be added to any existing lien created by a recorded abstract of support or be added to an obligation on any abstract of judgment. A private child support collector lien shall have the force, effect, and priority of a judgment lien.

(e) An assignment to a private child support collector is a voluntary assignment for the purpose of collecting the domestic support obligation as defined in Section 101 of Title 11 of the United States Bankruptcy Code (11 U.S.C. Section 101 (14 A)).

Item SPR09-32 Response Form

Title: **Child Support: Revised Forms to Implement Changes to the Family Code and Improve Administration of Title IV-D Cases** (revise forms FL-342, FL-350, FL-530, FL-615, FL-618, FL-625, FL-630, FL-665, FL-684, FL-687, FL-688 and FL-692)

- Agree with proposed changes
- Agree with proposed changes **if modified**
- Do not agree** with proposed changes

Comments: _____

Name: _____ **Title:** _____

Organization: _____

- Commenting on behalf of an organization**

Address: _____

City, State, Zip: _____

To Submit Comments

Comments may be submitted online, written on this form, or prepared in a letter format. If you are *not* commenting directly on this form, please include the information requested above and the proposal number for identification purposes. Please submit your comments online or email, mail, or fax comments. You are welcome to email your comments as an attachment.

Internet: <http://www.courtinfo.ca.gov/invitationstocomment/>

Email: invitations@jud.ca.gov

Mail: Ms. Camilla Kieliger
Judicial Council, 455 Golden Gate Avenue
San Francisco, CA 94102

Fax: (415) 865-7664, Attn: Camilla Kieliger

DEADLINE FOR COMMENT: 5:00 p.m., Wednesday, June 17, 2009
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Circulation for comment does not imply endorsement by the Judicial Council or the Rules and Projects Committee. All comments will become part of the public record of the council's action.