

SUMMARY DISSOLUTION INFORMATION

This booklet is available in English and Spanish from the Office of the County Clerk in the Superior Court of each county in California or at www.courtinfo.ca.gov/self-help.

Este folleto puede obtenerse en inglés y en español en la Dirección de Registro Público del Condado (Office of the County Clerk) en la Corte Superior (Superior Court) de cada condado en el estado de California www.courtinfo.ca.gov/self-help.

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I. WHAT IS THIS BOOKLET ABOUT?

This booklet describes a way to end a marriage through a kind of divorce called **Summary Dissolution**.

The official word for **divorce** in California is **dissolution**. There are two ways of getting a divorce, or dissolution, in California. The usual way is called a **Regular Dissolution**. A shorter and easier way—what this booklet is about—is called **Summary Dissolution**.

The new method is shorter and easier. But not everybody can use it.

Briefly, a Summary Dissolution is possible for couples

- (1) who have no children together,
- (2) who have been married for only a short time,
- (3) who don't own very much,
- (4) who don't owe very much, and
- (5) who have no disagreements about how their belongings and their debts are going to be divided up once they are no longer married to each other.

With this procedure you won't have to appear in court. You may not need a lawyer, but it is in your best interest to see a lawyer about the ending of your marriage. See page 22 for more details about how a lawyer can help you.

The procedure is carried out by preparing and filing a **Joint Petition for Summary Dissolution (form FL-800)**, together with a **Property Settlement Agreement**, with the County Clerk in your county. After a six-month waiting period—during which either of you can stop the process if you change your mind—you apply for and receive a final divorce.

This booklet will tell you:

- (1) where to turn for help if you want to save your marriage;
- (2) who can use the Summary Dissolution procedure;
- (3) what steps you have to go through to get a Summary Dissolution;
- (4) when it would help to see a lawyer; and
- (5) what risks you take when you use this procedure rather than the Regular Dissolution procedure.

If you wish to use the Summary Dissolution procedure, you must, at the time you file the Joint Petition, sign a statement which says that you have read and understood this booklet. It's important for you to read **the whole booklet** very carefully.

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

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

SPECIAL WARNING

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

II. ARE YOU SURE YOUR MARRIAGE CAN'T BE SAVED?

Before you take any legal steps to end your marriage, you should make sure that you have thought of all possible ways of saving it.

Do you want professional help in working out ways to save your marriage?

Many communities, and many religious organizations, offer marriage counselling services. You can also get help from the court. Most Superior Courts have services called Conciliation Courts. Through the Conciliation Courts you can get help in dealing with the problems in your marriage. Even if you have made up your mind to go through with the divorce, it might help you to talk to somebody about your problems. You should feel free to ask for help from the Conciliation Courts.

How much will it cost?

In some counties counselling help through the Conciliation Courts costs nothing at all. In others there is a small fee.

Will your personal problems be kept private?

By law, all records of the Conciliation Court are strictly confidential. You will meet with your counsellor in a private office. What is said between you and the counsellor is completely private.

Where do you find these services?

The addresses and telephone numbers of the Conciliation Courts in those counties which have them may be found on the back of this booklet. You can make an appointment to see a counsellor with a simple telephone call.

III. SOME TERMS YOU NEED TO KNOW.

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

As a married couple you are, in the eyes of the law, a single unit. There are certain things which you **own together**, rather than separately. And there may be certain debts which you **owe together**. If one of you borrows money, or buys something on credit, the other one can be made to pay. If your marriage breaks up, you become two separate individuals again. Before that can happen, you will have to decide what to do with the things that you OWN as a couple and the money that you OWE as a couple.

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

It may not be easy to decide exactly when you separated. In most cases the day of your separation was the day you stopped living together. You might want to choose the day when you definitely decided to get a divorce as your official date of separation.

Community Property

Community property is everything that a husband and wife OWN TOGETHER.

In most cases that includes

- (1) money that you now have which either of you earned during the time you were living together as husband and wife, and
- (2) anything either of you bought with money earned during that period.

Separate Property

Separate property is everything that a husband or wife OWNS SEPARATELY.

In most cases that includes

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

Community Obligations

Community obligations are the debts that a husband and wife OWE TOGETHER.

In most cases that includes

anything that you still owe on any debts either of you took on during the time you were living together as husband and wife. (If you bought furniture on credit while you were married and living together, the unpaid balance is a part of your **community obligations**.)

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

IV. WHO CAN USE THE SUMMARY DISSOLUTION PROCEDURE?

You can get a divorce through the Summary Dissolution procedure only if **ALL** of the following statements are true about you at the time you file the Joint Petition for Summary Dissolution. Check this list very carefully. If even one of these statements is not true for you, you CANNOT use this way of getting a divorce.

- _____ 1. We have both read this booklet, and we both understand it.
- _____ 2. We have been married no longer than five years.
- _____ 3. No children were born to us before or during our marriage.
- _____ 4. We have no adopted children under 18 years of age.
- _____ 5. The wife is not now pregnant.
- _____ 6. Neither of us owns any part of any land or buildings.
- _____ 7. Our community property is not worth more than \$32,000.00.*
- _____ 8. Neither of us has separate property worth more than \$32,000.00.*
- _____ 9. Our community obligations are less than \$4,000.00.*

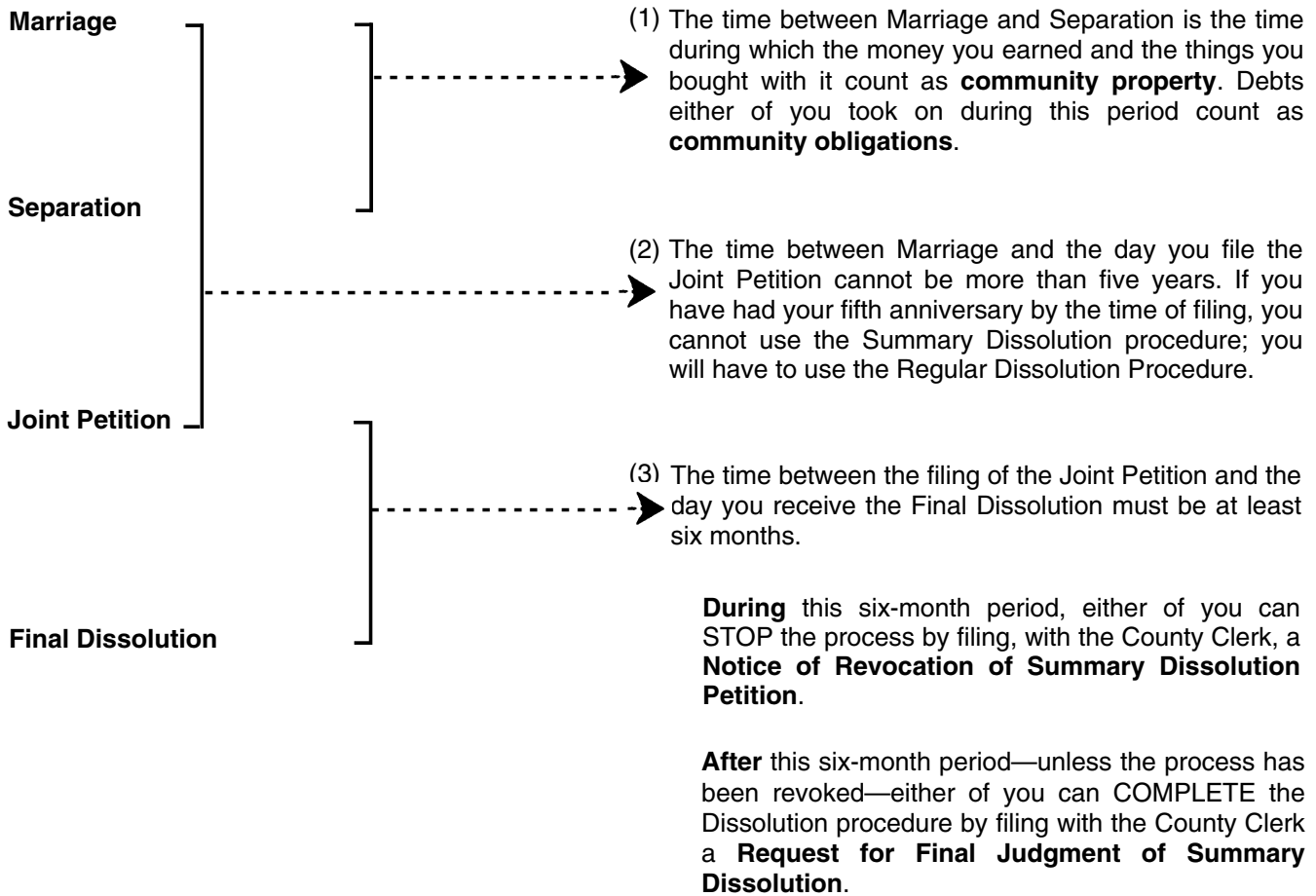
For deciding on statements 7, 8, and 9, use the guide given on pages 7 to 13.

- _____ 10. At least one of us has lived in California for the past six months or longer, and in the county where we are filing for Dissolution for the past three months or longer.
- _____ 11. We have prepared and signed an agreement which states how we want our possessions and our debts to be divided between us. (Or which states that we have no community property or community obligations.)
- _____ 12. We have both signed the Joint Petition and all other papers needed to carry out this agreement.
- _____ 13. We both want to end the marriage because of serious permanent differences.
- _____ 14. We have both agreed to use the Summary Dissolution procedure rather than the Regular Dissolution procedure.
- _____ 15. We are both aware of the following facts:
 - (a) that there is a six-month waiting period, and that either of us can stop the divorce at any time during this period;
 - (b) that our marriage will be completely ended only if, after the waiting period, one of us files with the County Clerk a Request for Final Judgment;
 - (c) that after the Dissolution becomes final, neither of us has any right to expect money or support from the other, except for what is included in the Property Settlement Agreement; and
 - (d) that by choosing the Summary Dissolution procedure we give up certain legal rights that we would have if we had used the Regular Dissolution procedure. (These are explained on page 6.)

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

V. SOME TIME PERIODS YOU NEED TO KEEP IN MIND.

When working through the Summary Dissolution procedure, you need to have clearly in mind (1) when you were married, (2) when you separated, (3) when you plan to file the Joint Petition, and (4) when you can expect the Final Dissolution.



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

VI. AN IMPORTANT DIFFERENCE BETWEEN SUMMARY DISSOLUTION AND REGULAR DISSOLUTION.

With a Regular Dissolution, a court hearing or trial is held. If either spouse is unhappy with the judge's final decision, it is possible to challenge that decision.

This can be done, for example, by asking for a new trial. It is also possible to **appeal** the decision by taking the case to a higher court.

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

There are, however, some cases in which divorce agreements under a Summary Dissolution can be challenged. You will have to see a lawyer about this. The Court may have the power to set aside the divorce if you can show:

(1) that you were treated unfairly in the Property Settlement Agreement,

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

(2) that you went through the Dissolution procedure against your will,

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

(3) that there are serious mistakes in the original agreement.

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

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

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

Section IV was a list of statements that had to be true for anyone who wanted to use the Summary Dissolution procedure.

Statement 7 was, "Our community property is not worth more than \$32,000.00."

Your community property is the money and things you own jointly, as husband and wife. This was explained on page 3. The value of your community property is determined by adding together (1) the amount of **money** you have as community property, and (2) the "Fair Market Value" of the **possessions** you have as community property.

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

One way of estimating the Fair Market Value of your goods is to use prices for equivalent items in want ads advertising second-hand goods.

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

- (1) money (as in bank accounts, credit union accounts, etc.),
- (2) things you own outright (furniture that is already paid for, for example),
- (3) things you are buying on credit.

When you include things on which you still owe money, SUBTRACT from the Fair Market Value of those things the amount of money you still owe on them.

You should **not** include the value of an automobile on this list.

Statement 8 was, "Neither of us has separate property worth more than \$32,000.00."

Separate property is property which each spouse owns separately. The term was explained on page 3. This includes the same kinds of things used in determining community property. And again, you should not include automobiles in this list.

Statement 9 was, "Our community obligations are less than \$4,000.00."

Your community obligations are the debts you and your spouse owe jointly. The term was explained on page 3. List all of the debts you have that you took on while you were living together as husband and wife. If you borrowed money before you got married, you do **not** have to include that. If you bought furniture on credit after you got married, but before you separated, you **have to** include the amount of money you still owe. If you bought a stereo after you separated, you do **not** have to include that.

Do not include car loans in this list.

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

Worksheets for figuring out these amounts are found on pages 8 to 13. You must complete and attach pages 9 (Value of and Division of Community Property), 11 (Value of Separate Property) and 13 (Community Obligations) to your petition to comply with requirements that you fully disclose your assets and debts to each other

VIII. (SAMPLE) WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY.

(This side of the sheet will help you determine whether you are eligible to use the **Summary Dissolution**. The grand total value* of your community property must be LESS than \$32,000.)

(This side of the sheet will help you decide on a fair division of your property. It will help you prepare your Property Settlement Agreement.)

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.					
Item	Account No.	Amount		Wife Receives	Husband Receives
Savings Account	08-73412-085	150		150	
Life Insurance (cash value)	798567	250		250	
Pension Plan – Wife		600		600	
Pension Plan – Husband		500			500
Checking Account	1721-319748-07	180			180
SUBTOTAL A		1680		1000	680
B. Items you own outright. (For example, stocks and bonds, sports gear, furniture, household items, tools, interests in businesses, jewelry, etc. Do NOT include cars.)					
Item		Fair Mkt Value		Wife Receives	Husband Receives
Furniture & Furnishings – Wife's Apartment		775		775	
Furniture & Furnishings – Husband's Apartment		300			300
Terriers Season Tickets		285			285
Savings Bonds		200		200	
Jewelry – Wife		200		200	
Pet Parrot and Cage		40			40
SUBTOTAL B		1800		1175	625
C. Items you are buying on credit. (For example, stereo equipment, appliances, furniture, tools, etc. Do NOT include cars.)					
Item	Fair Mkt Value	Minus Amount Owed	= Net Fair Mkt Value	Wife Receives	Husband Receives
Stereo Set	305	150 =	155		155
Color Television	400	100 =	300		300
Golf Clubs	350	50 =	300		300
		=			
SUBTOTAL C			755	- 0 -	755
SUBTOTALS A+B+C =			4235	2175	2060
*GRAND TOTAL VALUE OF COMMUNITY PROPERTY					

VIII. WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY.

(This side of the sheet will help you determine whether you are eligible to use the **Summary Dissolution**. The grand total value* of your community property must be LESS than \$32,000.)

(This side of the sheet will help you decide on a fair division of your property. It will help you prepare your Property Settlement Agreement.)

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.				Wife Receives	Husband Receives
Item	Account No.	Amount			
SUBTOTAL A					
B. Items you own outright. (For example, stocks and bonds, sports gear, furniture, household items, tools, interests in businesses, jewelry, etc. Do NOT include cars.)					
Item	Fair Mkt Value			Wife Receives	Husband Receives
SUBTOTAL B					
C. Items you are buying on credit. (For example, stereo equipment, appliances, furniture, tools, etc. Do NOT include cars.)					
Item	Fair Mkt Value	Minus Amount Owed	= Net Fair Mkt Value	Wife Receives	Husband Receives
			=		
			=		
			=		
			=		
SUBTOTAL C					
SUBTOTALS A+B+C =					
*GRAND TOTAL VALUE OF COMMUNITY PROPERTY					

VIII. (SAMPLE) WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY.

(This worksheet will help you to determine whether you are eligible to use the **Summary Dissolution** procedure. The total fair market value of the **wife's separate property*** CANNOT be more than \$32,000. The total fair market value of the **husband's separate property**** CANNOT be more than \$32,000. Separate property is anything that either of you owned or earned before you got married, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage. Do NOT include cars.)

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.			Wife's Property Fair Market Value	Husband's Property Fair Market Value
Item	Account No.			
Credit Union Savings - Wife (before marriage)	38572		420	
Savings Bonds - Husband (bought before marriage)				250
Pension Plan Benefits - Wife (before marriage and after separation)			1500	
Pension Plan Benefits - Husband (before marriage & after separation)				1300
B. Items owned outright				
Item				
Clothes - Wife (bought before marriage)			350	
Stocks - Wife (birthday present from father)			375	
Furniture - Wife (owned before marriage)			460	
Camera - Husband (owned before marriage)				229
Wristwatch - Husband (bought before separation)				142
Clothes - Husband (bought after separation)				250
C. Items being bought on credit				
Item	Fair Market Value	Minus What's Owed		
T.V. Set - Wife (after separation)	400	350 =		
Clothes - Wife (after separation)	220	170 =	50	
		=	50	
		=		
		=		
		=		
		=		
GRAND TOTALS WIFE'S AND HUSBAND'S SEPARATE PROPERTY			3205 *	2171 **

VIII. WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY.

(This worksheet will help you to determine whether you are eligible to use the **Summary Dissolution** procedure. The total fair market value of the **wife's separate property*** CANNOT be more than \$32,000. The total fair market value of the **husband's separate property**** CANNOT be more than \$32,000. Separate property is anything that either of you owned or earned before you got married, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage. Do NOT include cars.)

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.			Wife's Property Fair Market Value	Husband's Property Fair Market Value
Item	Account No.			
B. Items owned outright				
Item				
C. Items being bought on credit				
Item	Fair Market Value	Minus What's Owed		
		=		
		=		
		=		
		=		
		=		
		=		
		=		
		=		
GRAND TOTALS WIFE'S AND HUSBAND'S SEPARATE PROPERTY			*	**

VIII.

(SAMPLE)

WORKSHEET FOR DETERMINING COMMUNITY OBLIGATIONS.

(This side of the worksheet will help you to determine whether you are eligible to use the **Summary Dissolution**. The total amount of your community obligations (debts) CANNOT be more than \$4,000. Do NOT include car loans. Be sure you include any other debts you took on while you were living together as husband and wife. List the amount you owe on the items from your **Worksheet for Determining Community Property**. Then add all other debts and bills including loans, charge accounts, medical bills, and taxes you owe.)

WORKSHEET FOR DETERMINING DIVISION OF OBLIGATIONS.

(This side of the worksheet will help you decide on a fair way to divide up your community obligations. You will use this information in preparing a **Property Settlement Agreement**. See page 15.)

Item	Account No.	Amount Owed	Wife Will Pay	Husband Will Pay
Stereo Set		150		150
Color Television		100		100
Golf Clubs		50		50
Dr. R.C. Himple		74		74
Sam's Drugs		32		32
College Loan		500		500
Cogwell's Charge Account	808921	275	275	
Master Charge Account	417-38159- 208-094	68		68
Broon's Furniture		123	123	
Dr. Irving Roberts		37	37	
Wife's Parents		150	150	
TOTAL		1559	585	974

Wife's Share of Community Obligations

Husband's Share of Community Obligations

VIII.

**WORKSHEET FOR DETERMINING
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(This side of the worksheet will help you to determine whether you are eligible to use the **Summary Dissolution**. The total amount of your community obligations (debts) CANNOT be more than \$4,000. Do NOT include car loans. Be sure you include any other debts you took on while you were living together as husband and wife. List the amount you owe on the items from your **Worksheet for Determining Community Property**. Then add all other debts and bills including loans, charge accounts, medical bills, and taxes you owe.)

**WORKSHEET FOR DETERMINING
DIVISION OF OBLIGATIONS.**

(This side of the worksheet will help you decide on a fair way to divide up your community obligations. You will use this information in preparing a **Property Settlement Agreement**. See page 15.)

Item	Account No.	Amount Owed	Wife Will Pay	Husband Will Pay
TOTAL				
			Wife's Share of Community Obligations	Husband's Share of Community Obligations

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

A Property Settlement Agreement should contain at least five parts:

I. Preliminary Statement

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

II. Division of Community Property

This part has two sections:

What the wife receives.

What the husband receives.

III. Division of Community Obligations

This part has two sections:

The amount the wife must pay and who she must pay it to.

The amount the husband must pay and who he must pay it to.

IV. Waiver of Spousal Support

This part states that each spouse gives up all rights of financial support from the other.

V. Date and Signature

Both husband and wife must write in the date and sign the agreement.

An example of a Property Settlement Agreement is found on pages 15 to 18.

X. SAMPLE PROPERTY AGREEMENT.

Below is a sample of an acceptable **Property Settlement Agreement**. You may use it as a model for your own agreement, if you wish.

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

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

PROPERTY SETTLEMENT AGREEMENT

I. We are Waldo P. Smedlap, hereafter called Husband¹, and Lydia T. Smedlap, hereafter called Wife. We were married on October 7, 1999 and separated on December 5, 2002. Because irreconcilable differences have caused the permanent breakdown of our marriage,² we have made this agreement together to settle once and for all what we owe to each other and what we can expect from each other. Each of us states here that nothing has been held back, that we have honestly and included everything we could think of in listing the money and

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

² *This means that there are problems in your marriage which you think can never be solved. **Irreconcilable differences** are the only legal grounds for getting a **Summary Dissolution**.*

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

goods that we own; and each of us states here that we believe the other one has been open and honest in writing up this agreement. And each of us agrees to sign and exchange any papers that might be needed to complete this agreement.

Each of us also understands that even after a Joint Petition for Summary Dissolution is filed, this entire agreement will be cancelled if either of us revokes the Dissolution Proceeding.³

³ *This means that the property agreement is a part of the divorce proceedings. If either of you decides to stop the Dissolution proceedings by turning in a **Notice of Revocation of Summary Dissolution** (see page 21), this entire agreement will be cancelled.*

II. Division of Community Property⁴

We divide our community property as follows:

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

- A. All household furniture and furnishings located at her apartment at 180 Needlepoint Way, San Francisco⁵.
- B. All rights to cash in savings account #08-73412-085 at Home Savings.
- C. All cash value in life insurance policy #798567 Sun Valley Life Insurance, insuring life of Wife.
- D. All retirement and pension plan benefits earned by Wife during marriage.
- E. 2 U.S. Savings Bonds Series E.
- F. Wife's jewelry.
- G. 1972 Chevrolet 4-door sedan, License No. EXL 129.

⁴ *Community property is property which you own as a couple (see page 3).*

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

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

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

- A. All household furniture and furnishings located at his apartment on 222 Bond Street, San Francisco.
- B. All retirement and pension plan benefits earned by Husband during marriage.
- C. Season tickets to Golden State Terriers Basketball games.
- D. 1 stereo set.
- E. 1 set of Jock Nicklaus golf clubs.
- F. 1 RAC color television.
- G. 1973 Ford station wagon License No. EPX 758.
- H. 1 pet parrot named Arthur, plus cage and parrot food.
- I. All rights to cash in Checking Account #1721-319748-07, Bank of America.

III. Division of Community Property (Debts)⁶

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

- A. Mister Charge account #417-38159 208-094.
- B. Debt to Dr. R. C. Himple.
- C. Debt to Sam's Drugs.
- D. Debt to U.C. Berkeley for college education loan to Husband.⁷

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

- A. Cogwell's charge account #808921.
- B. Debt to Wife's parents, Mr. and Mrs. Joseph Smith.

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

⁷ A general rule for dividing debts is to give the debt over to the person who benefited most from the item. In the sample agreement, since the Husband received the education, he should pay off the loan.

C. Debt to Green's Furniture.

D. Debt to Dr. Irving Roberts.

IV. Waiver of Spousal Support⁸

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

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

V. Dated: _____ Dated: _____

Waldo P. Smedlap

Lydia T. Smedlap

XI. WHAT STEPS DO YOU HAVE TO GO THROUGH TO GET A SUMMARY DISSOLUTION?

- _____ 1. Go to the office of the County Clerk in your county.

- _____ 2. Get from the County Clerk
 - Three copies of form FL-800, **Joint Petition for Summary Dissolution (Family Law)**
[*This is the form you need to START the process.*]

 - Six copies of form FL-820, **Request for Final Judgment, Final Judgment, Notice of Entry of Judgment**
[*This is the form you need to COMPLETE the process. You should each take three copies*]

 - Six copies of form FL-830, **Notice of Revocation of Summary Dissolution Petition (Family Law)**
[*This is the form you can use during the waiting period if you change your mind and want to STOP the process. You should each take three copies.*]

- _____ 3. Fill out form FL-800, the **Joint Petition** form, in all three copies, using a typewriter.

- _____ 4. Type out the **Property Settlement Agreement**, making an original and two copies. (See pages 15 to 18)

- _____ 5. Date and sign all copies of both the **Joint Petition** (form FL-800) and the **Property Settlement Agreement**. You must each sign the joint petition under penalty of perjury which is the same as being sworn to testify in court. You may not sign each other's name. The form must be signed in California or a state which authorizes this procedure; otherwise an affidavit is required.

- _____ 6. Attach a copy of the **Property Settlement Agreement** to each copy of the **Joint Petition** (form FL-800).

- _____ 7. Bring all copies to the County Clerk.
 - [*The clerk will stamp the date on all copies, will keep one copy of each document, and will return the other two to you. One is for the husband, one is for the wife. The clerk is not allowed to give legal advice.*]

- _____ 8. Pay the County Clerk's filing fee.
- _____ 9. Put your copies of all the documents in a safe place.
- _____ 10. Wait for six months.
- _____ 11. After the waiting period, if you have decided to go through with the Dissolution, and if neither of you has stopped it by filing the Revocation form, fill out form FL-820, **Request for Final Judgment**, in three copies.
- _____ 12. Bring all copies to the County Clerk, and pay the clerk's small fee.

The clerk will take the document, will record it in the Court's records, will keep one copy, and will send one of the other two copies to you and one to your spouse.

On the day the **Request for Final Judgment** forms are mailed to you

- (a) your marriage is ended;
- (b) the agreements you made in the **Property Settlement Agreement** are binding—you will then own the property assigned to you, and you will have to pay the bills assigned to you;
- (c) except for those agreements, you have no further obligations to each other;
- (d) you are legally free to re-marry.

NOTICE: The filing of the **Joint Petition** must be done by **both** husband and wife. The filing of the **Request for Final Judgment** can be done by either husband or wife.

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

XII. WHAT YOU SHOULD KNOW ABOUT REVOCATION.

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

DO NOT FILL IT OUT, AND DO NOT BRING IT TO THE COUNTY CLERK UNLESS YOU WANT TO STOP THE DIVORCE!!!

What is the Notice of Revocation form for?

This is the form you need if you want to stop the divorce. This is called **revoking** the agreement—cancelling or stopping it.

What reasons are there for revoking?

There are three reasons you might have for wanting to stop the Summary Dissolution:

- (1) you have decided to return to your spouse and continue the marriage;
- (2) you may want to change over to the **Regular Dissolution** as a better way of getting your divorce; or
- (3) the wife discovers she is pregnant.

Why might you want to change over to the Regular Dissolution?

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

How do you do it?

At the time you picked up the Joint Petition forms, you and your spouse also received three copies of form FL-830, **Notice of Revocation of Summary Dissolution Petition**. Fill out all three copies of that form, sign them, and bring them to the County Clerk's office. **YOU CAN DO THIS ALONE. THIS FORM DOES NOT NEED YOUR SPOUSE'S SIGNATURE.**

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

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

If your spouse has not yet filed a **Request for Final Judgment**, you can still revoke the Dissolution by filing the Revocation form.

What happens to the part of the waiting period that got used up?

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

However, you can save this time **only** if you file for a Regular Dissolution within 90 days of revoking the Summary Dissolution.

XIII. SHOULD YOU SEE A LAWYER?

Must you have a lawyer to get a divorce with the Summary Dissolution?

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

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

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

Do you have to accept your attorney's advice?

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

How can an attorney help you with the Summary Dissolution?

First of all, an attorney can advise you, on the basis of your personal situation, whether you ought to use the Regular Dissolution rather than the Summary Dissolution.

Second, an attorney can check through your Property Settlement Agreement to help you figure out if you've thought of everything you should have. (It is easy to forget things you don't see very often—savings bonds, safe deposit boxes, etc.)

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

Fourth, there may be special situations in which your property settlement is not covered by the sample agreement on pages 15 to 18.

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

Where can you find an attorney?

The yellow pages of your telephone directory will list, under "Attorneys" or "Attorney Referral Service," organizations that can help you find a lawyer. In many cases you will be able to find an attorney who will charge only a small fee for your first visit. You can get information about free or low-cost legal services through the County Bar Association in your county.

XIV. SOME GENERAL ADVICE.

What about income taxes?

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

If you are receiving a refund, you should agree in the Property Settlement Agreement on how it should be divided.

The amount of money taken out of your paycheck for income taxes is going to be greater after you are single again, so you should be prepared for a bigger tax bite.

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

What about bank accounts and credit cards?

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

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

What about cars?

If both of your names are on a title to a car and you agree that one of you is going to own the car, you will need to take action to change the ownership. You should call or visit the Department of Motor Vehicles to find out how to do that.

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

If your spouse doesn't pay a debt, the person to whom the money is owed may still be able to collect it from you. But a court might also order your spouse to pay to you the money you were forced to pay because of your spouse's failure to live up to your agreement. If you have any reason to worry about this, a lawyer can explain your rights to you.

Can you take back your former name?

If either you or your spouse changed your name when you were married, the person who changed his or her name has the right to give up the other spouse's name and get his or her former name back. You can do this by requesting it in the Joint Petition form. If you didn't request this in the Joint Petition, you can still do it in the Request for Final Judgment. But in that case the spouse requesting his or her former name back must sign the Request for Final Judgment. The other spouse can't make you change your name.

WHEN YOUR DIVORCE IS FINAL, ALL YOUR RIGHTS AND DUTIES CONNECTED WITH YOUR MARRIAGE HAVE ENDED, AND YOU CANNOT APPEAL. BUT IF YOU DECIDE LATER THAT YOU WERE CHEATED OR PRESSURED BY YOUR SPOUSE, OR IF YOU BELIEVE THAT A MISTAKE WAS MADE IN THE PAPERWORK CONNECTED WITH THE DISSOLUTION, THE COURT MAY BE ABLE TO SET ASIDE THE DIVORCE. AN ATTORNEY CAN EXPLAIN YOUR RIGHTS.