

Statements of Advisement

I, _____, acknowledge I have been advised of the following:

Spousal Support Explained: Once a divorce case is filed, the court can order either spouse to pay any amount necessary for the support of the other spouse. This includes both temporary and long-term support. For Long-Term Support Orders, Family Code § 4330 provides that in a judgment of dissolution or legal separation, the court may order a party to pay spousal support to the other in any amount, and for any period of time, that the court deems just and reasonable. The court is required to evaluate the factors contained in Family Code § 4320 and cannot use a calculator formula for determining support. In a marriage of over ten (10) years, the court, absent an agreement of the parties, does not have the authority to terminate spousal support. In a marriage of less than ten (10) years, spousal support is generally available for half the duration of the marriage, however it could be longer or shorter. The purpose of spousal support is to assist the lower income earning spouse in maintaining the marital standard of living.

_____ Client initials

Termination of Spousal Support: If the marriage is "of long duration," the court automatically retains indefinite jurisdiction over spousal support for both parties, unless the parties agree to the contrary in writing, or the court terminates support. Family Code § 4336(a). By providing for a termination of spousal support in your judgment, regardless of duration of marriage, you are agreeing to modify the powers of the court. If the termination is mutual, support will not be awarded to either party. The court shall terminate its jurisdiction as to the issue of spousal support effective upon entry of the judgment. The termination is non-modifiable as to amount and duration.

_____ Client initials

Division of Property: California is a community property state. There is a statutory community presumption applicable in proceedings under the Family Code. For purposes of property division in dissolution or legal separation, any property acquired by the parties in joint form during marriage including tenancy in common, joint tenancy, community property, or tenancy by the entirety is presumed to be community property. Family Code § 2581. The presumption may be rebutted only by (1) a clear statement in the deed or other documentary evidence of title by which the property is acquired that the property is separate property or (2) proof of a written agreement between the parties that the property is separate property. Separate Property includes property owned prior to the marriage, gifted during the marriage, or inherited.

I understand that The Grey Legal Group, APC has not investigated any of the assets and debts provided to them and has not been retained to render a legal opinion as to whether any asset or debt is community or separate property.

_____ Client initials

Disclosure of Assets and Debts: Family Code § 2102 imposes on the parties an ongoing duty of disclosure about activities that affect the assets and liabilities of the other party, including investment opportunities, business opportunities, business activity, or other income-producing opportunity of either spouse. The disclosure must be made in writing, giving ample time to the other spouse to make an informed decision regarding his or her participation or to allow sufficient time for the court to resolve any dispute regarding the right of participation. This duty continues from date of separation to the date of distribution of the asset (Family Code § 2102(a)) and includes the duty to make an immediate, full, and accurate update or augmentation to the extent there have been material changes. Family Code § 2102(a)(1). The duty to account regarding community assets does not necessarily dissipate even if there has been an unusually long period of separation of the parties.

I understand that by proceeding with a default with an agreement judgment or as a true default judgment, the other party will not provide me with a disclosure of information, and I will be filing a form with the court waiving the requirement.

_____ Client initials

Unequal Division of Property: Each spouse in a dissolution is entitled to 50% of all community property. The agreement you made with your spouse may create an unequal division of assets and debts and an equalization may be due to one of the parties. By reaching an agreement with the other party, no attorney has evaluated the valuation of the property.

By entering the judgment prepared for me by The Grey Legal Group, APC, I understand that the division of property and amount of equalization will be final. The exception to this is if a party fails to follow through on the orders contained in the judgment or if there is an omitted asset.

_____ Client initials

Joint Debts: I understand that if debts are jointly held, meaning that both spouse's names are associated with the underlying debt obligation, the Creditor of the debt will hold both spouses equally liable/responsible for the full amount of the debt regardless of the award in the judgment.

The Creditor is bound by the underlying agreement held with the Creditor and not the judgment. For the Creditor to no longer hold you liable for debts awarded to the other spouse, your name and/or social security number must be removed from the underlying account with the Creditor. A right of indemnification will be awarded to you in the judgment, which allows you to recover monies from your spouse if the Creditor holds you responsible for debt assigned to your spouse in the judgment.

_____ Client initials

Reimbursements: There are several reimbursements that you may be entitled to in your divorce case. By filing the Petition, Preliminary Declaration of Disclosure, Waiver of Final Declaration of Disclosure, and Judgment prepared by The Grey Legal Group, APC, **I understand I will be waiving the following potential reimbursements:**

1. Epstein credits (*In re Marriage of Epstein* (1979) 24 Cal.3d 76) and all rights to reimbursement to which a party may be entitled to as a result of the payment of community obligations since the date of separation.

2. Watts credits (*In re Marriage of Watts* (1985) 171 Cal.App.3d 366) and all rights to reimbursement to which a party may be entitled to as a result of one party's use of community assets since the date of separation.
3. All rights to reimbursement under Family Code §2640, or otherwise, for separate property contributed to the acquisition or maintenance of community property.
4. All rights to reimbursement under Family Code §2641, or otherwise, due to the community or a party for contributions made by the community or either party to the education or training of a party.

_____ Client initials

Retirement Accounts: Retirement accounts earned by either spouse during marriage, whether vested or not, are community property. A retirement account is often the most valuable asset in a divorce. The valuation of your retirement accounts has not been evaluated by The Grey Legal Group, APC, and The Grey Legal Group, APC has offered no legal opinion regarding the desired division of these accounts. We advise you to seek independent assistance from an actuary to determine the value of your retirement accounts. The division of your retirement accounts can have significant tax consequences. We advise you to seek independent assistance from a CPA or tax attorney on all tax-related issues.

I understand that if I have agreed to divide the community property portion of any retirement account in my judgment, I will be required to obtain a Qualified Domestic Relations Order (QDRO) after my judgment is entered to complete the division of my retirement account.

_____ Client initials

Guideline Child Support: The procedure for determining the presumptively correct amount of child support is statutory and technical and is mandated by federal law. Family Code §§ 4050, 4055. Child support is based on application of statewide guidelines expressed in an algebraic formula and related statutes that are set forth in Family Code §§ 4050–4076. The formula takes into account the income of both parties that is available for support, and the amount of time children spend in each parent's household.

Child support guideline statutes seek to place the interests of children as the state's top priority and provide that each parent should pay for the support of children according to the parent's ability to pay. Family Code § 4053(d)–(e). In addition, children should share in the standard of living of both parents. Child support may appropriately improve the standard of living of the custodial parent's household in order to improve the lives of the children. Family Code §4053(f). The guideline child support number is the presumptively correct number and only under special circumstances should child support orders fall below the guideline formula. Family Code § 4053(k).

Either party can file a motion with the court to modify the guideline child support if they can show a change of circumstances justifying the modification of the child support order. *Marriage of Laudeman* (2001) 92 CA4th 1009, 1015.

I have received and reviewed Form FL-192 Notice of Rights and Responsibilities (Health-Care Costs and Reimbursement Procedures).

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Non-Guideline Child Support: You may stipulate to an order for child support that is either higher or lower than the statewide child support guideline amount, with the approval of the court. Family Code §§4057(b)(1), 4065. Courts allow parties to agree to a stipulated amount because this is consistent with the child support guidelines principle of ensuring "fair and efficient settlements of conflicts between parents and ... minimiz[ing] the need for litigation." Family Code §4053(j).

If the parties stipulate to a support amount that is below guideline support, in order for the court to approve the settlement, all of the following *must* be true: (1) Each of the parties are fully informed of their rights concerning child support; (2) The order is being agreed to without coercion or duress; (3) The agreement is in the best interests of the children involved; (4) The needs of the children will be adequately met by the stipulated amount; and (5) The right to support has not been assigned to the county under Welfare & Institution Code §11477 and no public assistance application is pending.

A stipulation to an amount that is either higher or lower than the guideline amount affects the moving party's burden on a subsequent motion to modify child support. If you stipulated to a child support order below the guideline amount, **no change of circumstances** needs to be demonstrated to modify the child support order to the applicable guideline level, or above. Family Code § 4065(d).

If you stipulated to a child support order higher than the guideline amount, the child support award cannot be modified downward unless the payer **demonstrates a change of circumstances** justifying a downward modification. *Marriage of Laudeman*, 92 CA4th at 1015.

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Termination of Marital Status: The earliest your marital status may be terminated is six (6) months after the court acquires jurisdiction over the Respondent. Family Code § 2339. The Respondent must be personally served with the Petition and Summons for the court to acquire jurisdiction. When the judgment terminating the marital status is obtained after the 6-month date, the earliest the status may be terminated is the date the judgment is granted.

I understand that the termination of marital status is NOT automatic. I must file a judgment including a request to terminate marital status.

I understand that if I remarry before the termination of my marital status, my subsequent marriage will be void.

_____ Client initials

Default with Agreement: I understand that the documents prepared on my behalf have been prepared as a default with agreement. This is due to the assumption that the Opposing Party in my case will not be filing a Response to my Petition and agrees with all the terms I provided to The Grey Legal Group, APC regarding all requests in my Petition and Preliminary Declaration of Disclosure. I understand I am required to obtain the Opposing Party's notarized signature on the judgment before it can be submitted to the court. If I cannot obtain the Opposing Party's signature on the judgment, I have been advised to contact The Grey Legal Group, APC and they will revise the judgment packet to a true default. I understand that if the Opposing Party files a Response in my dissolution action, the case can no longer proceed as a default and the Request to Enter Default and Judgment packet provided can no longer be filed with the court.

_____ Client initials

Change of Address: I have been advised that I must update the court with any change of address, even after my judgment is filed, by filing a change of address form (Form MC-040) with the clerk at the courthouse where my case is filed.

_____ Client initials

I acknowledge that I have met with an attorney of The Grey Legal Group, APC, before filing my Dissolution of Marriage to review the Petition, Preliminary Declaration of Disclosure, Judgment, and all related forms/attachments and that the information is true and accurate to the best of my belief. I acknowledge that the attorney has advised me of all the steps to file my case pro per.

Client Signature

Client Name

Date

Reviewing Attorney: _____