



# Judicial Council of California

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## REPORT TO THE JUDICIAL COUNCIL

*Item No.: 23-161*

For business meeting on: September 19, 2023

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**Title**

Family Law: Summary Dissolution Forms

**Agenda Item Type**

Action Required

**Rules, Forms, Standards, or Statutes Affected**

Revise forms FL-800 and FL-810

**Effective Date**

January 1, 2024

**Recommended by**

Family and Juvenile Law Advisory  
Committee

**Date of Report**

August 24, 2023

Hon. Stephanie E. Hulsey, Cochair

Hon. Amy A. Pellman, Cochair

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### Executive Summary

The Family and Juvenile Law Advisory Committee recommends revising two family law summary dissolution forms, which are mandated by Family Code section 2400, to reflect an increase in the California Consumer Price Index. The committee also recommends additional changes to the forms to respond to issues raised by court professionals that will help joint petitioners more accurately complete and file the forms needed to request a summary dissolution judgment.

### Recommendation

The Family and Juvenile Law Advisory Committee recommends that the Judicial Council, effective January 1, 2024:

1. Revise *Joint Petition for Summary Dissolution* (form FL-800) to increase the limitation on assets from \$47,000 to \$53,000, and increase the \$6,000 limit for unpaid community debts to \$7,000.
2. Revise the instructional booklet titled *Summary Dissolution Information* (form FL-810) to reflect the dollar increases made in form FL-800, update instructions to the parties to be

consistent with statute and court procedures, and reflect the policies of using gender-neutral terms in statewide forms and keeping forms updated.

The revised forms are attached at pages 8–31.

### **Relevant Previous Council Action**

The maximum dollar limits for a summary dissolution proceeding are adjusted biannually. Most recently, effective September 1, 2021, the Judicial Council revised forms FL-800 and FL-810 to reflect an increase solely in the maximum limits for community and separate property assets under Family Code section 2400(a)(7), from \$45,000 to \$47,000. No adjustment was required for community debts, which remained at \$6,000.

### **Analysis/Rationale**

A summary dissolution is a simplified way to get a divorce or end a domestic partnership, as it does not require as much paperwork as the regular divorce process. Under Family Code section 2400, the summary dissolution process is only available for couples who have been married (or registered domestic partners) for less than five years, have no children together, own or owe property whose value does not exceed the dollar limitations that are specified by law, do not want spousal or domestic partner support, and who agree on how to divide any property and liabilities.

### **Mandated revisions**

Family Code section 2400(b) requires that on January 1 of each odd-numbered year, the dollar limitations on items indicated in Family Code section 2400(a)(6) and (a)(7) be adjusted to reflect any change in the value of the dollar.<sup>1</sup> Section 2400(b) requires that the Judicial Council compute and publish the adjusted amounts. The adjustments are computed by multiplying the base amount by the percentage change in the California Consumer Price Index (the calculation is attached at page 6). The results are then rounded to the nearest thousand dollars and published in summary dissolution forms FL-800 and FL-810.

According to the calculation shown on page 8, increases in the annual averages of the California Consumer Price Index between 2020 and 2022 require a \$6,000 increase in the total fair market value of community and separate property assets for summary dissolution actions and a \$1,000 increase in the limit for unpaid community debts. Currently, to use the summary dissolution process, the parties' community property and separate property assets must not exceed \$47,000 each, and the limit for unpaid community debt must not exceed \$6,000. Those limits will increase to \$53,000 and \$7,000, respectively, to reflect an increase in the cost of living. To reflect these changes:

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<sup>1</sup> Because the California Department of Industrial Relations published the annual average figures on February 14, 2023, these biannual modifications are made effective January 1, 2024.

- *Joint Petition for Summary Dissolution* (form FL-800) would be modified to increase the limitation on assets from \$47,000 to \$53,000, and increase the \$6,000 limit for unpaid community debts to \$7,000.
- The instructional booklet titled *Summary Dissolution Information* (form FL-810) would be revised to reflect the changes in form FL-800.
- Both forms would also be translated into standard Chinese, Korean, Spanish, and Vietnamese.

### **Other proposed revisions**

The committee also recommends a number of additional changes to *Summary Dissolution Information* (form FL-810). Specifically, the committee recommends that the form be revised to:

- Reflect the dollar increases made in form FL-800;
- Reformat the separate property worksheets to be consistent with the format of community property worksheets;
- Update various pages with instructions for parties who do not have community property assets or liabilities;
- Make the instructions consistent with the language in the joint petition (form FL-800) by providing that the petitioners must either declare that they have no community property assets or liabilities or attach a community property settlement agreement to the judgment;
- Specify that the joint petitioners must attach their community property settlement agreement to the judgment, not to the joint petition (form FL-800);
- Replace the term “pension plan benefits” in the Sample Worksheets with “retirement plan benefits” to be consistent with the language in Family Code section 2400, which does not specifically reference “pensions”;
- Specify in the sample property settlement agreement that (1) the parties can divide the items any way they want, even if one person receives a higher amount of the community assets, as long as they both agree; and (2) Family Code section 2550 permits parties to agree to an unequal division of community assets;
- Make global updates to terms and names so that they reflect current usage and are gender neutral, as highlighted throughout the form;
- Update information about division of community property debts and provide a link to current information on the *Self-Help Guide to California Courts*; and

- Update the dates of marriage and separation, as well as the model years of property listed in the sample worksheets and settlement agreement so that they are more current.

### **Policy implications**

There was no controversy within the committee on the proposal or the recommendations made after considering public comments. The committee's complete recommendations to revise forms FL-800 and FL-810 are supported by the policies of independence and accountability in the Judicial Council's strategic plan, as they make forms legally accurate and easier to understand.<sup>2</sup> The recommendations also promote the policies of access, fairness, diversity, and inclusion in the Judicial Council's strategic plan by ensuring that references within the forms are gender neutral.

### **Comments**

The invitation to comment was circulated for public comment from March 31, 2023, to May 12, 2023, as part of the regular spring comment cycle. The committee received a total of eight comments. Commenters included five courts (the Superior Courts of Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties); two organizations (Orange County Bar Association (OCBA) and California Lawyer's Association, Family Law Section Executive Committee (FLEXCOM)); and one individual.

Five commenters agreed with the proposal. One commenter agreed if the forms were modified. One commenter did not indicate a position but did identify a section of form FL-810 that needed to be improved. Another commenter did not indicate a position but did not disagree with the proposal nor indicate any changes were needed to improve the forms.

#### ***Comment about form FL-800***

The Superior Court of Los Angeles County suggested removing "minor" from "There are no minor children who were born..," to maintain consistency with the booklet, which does not include the word "minor" (see booklet, page 1, item 1; booklet, page 3, section III, item #3).

The committee appreciates this comment and considered replacing the term "minor" on form FL-800. However, the committee decided that the joint petition should maintain the same term ("minor") as used in the regular divorce petition (form FL-100). Instead, the committee recommends revising the instruction booklet to use the term "minor" and notes that it means "a child under the age of 18 years."

#### ***Comments about form FL-810***

The Superior Court of Los Angeles County suggested the following changes:

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<sup>2</sup> The Strategic Plan for California's Judicial Branch may be found at:  
[https://www.courts.ca.gov/documents/Strategic\\_Plan\\_Companion\\_2022.pdf](https://www.courts.ca.gov/documents/Strategic_Plan_Companion_2022.pdf)

- Updating page 5, section V, “classified ads in the newspaper,” to include “classified ads or listings online.”
- On page 16, section IX, item 5, including the template for the Property Settlement Agreement in this section (or a link to the template: <https://www.courts.ca.gov/documents/propagreement.pdf>), because it is difficult for litigants to find online, and because litigants often pick up the printed Summary Dissolution Packet from the clerk’s office or self-help centers, which can include the template.
- On page 12, section VII, item III (1), replacing “and whom he or she must pay it to” with “and whom they must pay it to” to be gender neutral.

In response, the committee agrees with the court’s suggestion and has incorporated them, with alterations, into the revisions being recommended for adoption.

An individual, Tanya Both, commented about the division of community property debts and student loan debt on page 15. The commenter stated that the note regarding the student loan example is “very confusing and seems likely to mislead litigants as to the general rule regarding community property as well as the exceptions that are applied to student loans.” The commenter’s concern is with the following note: “A general rule for dividing debts is to give the debt over to the person who benefitted from the item. In the sample agreement, because Chris received the education, Chris should pay off the loan.”

The committee agrees with the commenter that the statement is oversimplified and could be confusing. For example, there are different actions that parties can consider when dividing community property assets and debts. Further, it is possible that the nonstudent spouse of domestic partner could be responsible for repaying the student loan, especially if the nonstudent’s name appears on the loan. Because the language in the note does not account for this situation, the language should be deleted and replaced.

The committee recommends that the language in note 8 be replaced with two new sections, and that the new language reflect the information that is found on the *Self-Help Guide to the California Courts*, along with appropriate links to the online information.<sup>3</sup> Because the revised language will be more substantial, the committee recommends that notes 6, 7, 8, and 9 be moved to the bottom of the page, instead of on the right side of the page.

### **Alternatives considered**

The committee considered developing a report to the Judicial Council to recommend nonsubstantive, technical changes to forms FL-800 and FL-810 without circulating the forms for

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<sup>3</sup> The Self-Help Guide to the California Courts may be found at <https://selfhelp.courts.ca.gov/>

public comment because, under rule 10.22(d)(2) of the California Rules of Court, the adjustments proposed to forms FL-800 and FL-810 would not have likely created controversy. However, after considering the number of changes that would be needed to update form FL-810, the committee decided to seek comment about the substantive changes it proposed.

The committee also considered revoking *Request for Judgment, Judgment of Dissolution of Marriage and Notice of Entry of Judgment* (form FL-820) either without seeking public comment or incorporating it into the proposal with forms FL-800 and FL-810. Form FL-820 is the judgment used in summary dissolution cases filed before January 1, 2011. The committee thought that public comment may not be necessary because it has been more than 11 years since the law changed and *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) was adopted for summary dissolution cases filed after January 1, 2011, and more than five years have passed since the committee first proposed revoking form FL-820. Despite the passage of time, the committee believed it would be important to give courts another opportunity to indicate if they still use the form before taking further action with respect to the form.

## **Fiscal and Operational Impacts**

### **Implementation requirements**

The committee recognizes that implementation of the revisions will require courts to incur standard reproduction costs for the forms, and update forms packets that courts make available to parties in their self-help centers. In addition, courts responded that implementation will require (1) that courts update their internal procedures and packets, and notify and train court staff; (2) written communications to staff; (3) updating online content to include all new forms for self-help centers; and (4) that court clerks be trained about the allowed increase in valuation of assets and obligations so that the Summary Dissolution Petition is not rejected. No courts indicated that the proposal would have any negative fiscal or operational impacts.

## **Attachments and Links**

1. *Asset and Debt Limits in Summary Dissolution Proceedings* (Fam. Code, § 2400), at page 7
2. Forms FL-800 and FL-810, at pages 8–31
3. Chart of Comments, at pages 32–36
4. Attachment A: Consumer Price Index Tables
5. Link A: Family Code section 2400,  
[https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=FAM&sectionNum=2400](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=FAM&sectionNum=2400)

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

### **Formula**

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

$$\text{Adjusted limit} = \left[ \frac{\text{CCPI(AA) 2022} - \text{CCPI(AA) 2020}}{\text{CCPI(AA) 2020}} + 1 \right] \times \text{Published limit}$$

### **Definition**

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

### **February 14, 2023, calculation and adjustment for community debts**

Under Family Code section 2400(a)(6), effective January 1, 2024, there is a \$1,000 increase to the maximum dollar amount for unpaid obligations incurred by either or both of the parties after their date of marriage, excluding the amount of any unpaid obligation with respect to automobile community debts. The calculation is as follows:

$$\text{\$6,713.08} = \left[ \frac{319.224 - 285.315}{285.315} + 1 \right] \times \$6,000.00$$

The adjusted limit under Family Code section 2400(b), when rounded to the nearest thousand dollars, increases the current published limit to \$7,000.

### **February 14, 2023, calculation and adjustment for community and separate property assets**

Under Family Code section 2400(a)(7), effective January 1, 2024, there is a \$6,000 increase in the total fair market value of community and separate property assets, excluding all encumbrances and automobiles, including any deferred compensation or retirement plan. The calculation is as follows:

$$\text{\$52,585.83} = \left[ \frac{319.224 - 285.315}{285.315} + 1 \right] \times \$47,000.00$$

The adjusted limit under Family Code section 2400(b), when rounded to the nearest thousand dollars, increases the current published limit to \$53,000.

PARTY WITHOUT ATTORNEY OR ATTORNEY: STATE BAR NO: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: EMAIL ADDRESS: ATTORNEY FOR (Name):	<b>FOR COURT USE ONLY</b>  <b>DRAFT</b>  <b>NOT APPROVED BY THE JUDICIAL COUNCIL</b>  <b>8/07/2023</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
<b>MARRIAGE OR DOMESTIC PARTNERSHIP OF</b> PETITIONER 1: PETITIONER 2:	
<b>JOINT PETITION FOR SUMMARY DISSOLUTION</b> <input type="checkbox"/> MARRIAGE <input type="checkbox"/> DOMESTIC PARTNERSHIP	CASE NUMBER:

**We petition for a summary dissolution of marriage, registered domestic partnership, or both** and declare that all the following conditions exist on the date this petition is filed with the court:

1. We have read and understand the *Summary Dissolution Information* booklet (form FL-810).
2. a. ☐ We were married on (date):  
 b. ☐ We registered as domestic partners on (date):
3. ☐ We separated on (date):
4. Less than five years have passed between the date of our marriage and/or registration of our domestic partnership and the date of our separation.
5. a. ☐ One of us has lived in California for at least six months and in the county of filing for at least the three months preceding the date of filing. Or we are only asking to end a domestic partnership registered in California.  
 b. ☐ We are the same sex and were married in California but are not residents of California. Neither of us lives in a place that will allow us to divorce. We are filing this case in the county in which we married.
6. There are no minor children who were born of our relationship before or during our marriage or domestic partnership or adopted by us during our marriage or domestic partnership. Neither one of us, to our knowledge, is pregnant.
7. Neither of us has an interest in any real property anywhere. **(You may have a lease for a residence in which one of you lives. It must terminate within a year from the date of filing this petition. The lease must not include an option to purchase.)**
8. Except for obligations with respect to cars, on obligations incurred by either or both of us during our marriage or domestic partnership, we owe no more than **\$7,000**.
9. The total fair market value of community property assets, not including what we owe on those assets and not including cars, is less than **\$53,000**.
10. Neither of us has separate property assets, not including what we owe on those assets and not including cars, in excess of **\$53,000**.
11. We each have filled out and given the other an *Income and Expense Declaration* (form FL-150).
12. We have complied with the preliminary disclosure requirements as follows:
  - a. We each have disclosed information about the value and division of our property by filling out and giving each other copies of the documents listed in (1) or (2) below (specify):
    - (1) ☐ The worksheets on pages 7, 9, and 11 of the *Summary Dissolution Information* booklet (form FL-810).
    - (2) ☐ A *Declaration of Disclosure* (form FL-140), a *Schedule of Assets and Debts* (form FL-142), or *Property Declaration* (form FL-160), and all attachments to these forms.
  - b. We have told each other in writing about any investment, business, or other income-producing opportunities that came up after we were separated based on investments made or work done during the marriage or domestic partnership and before our separation.
  - c. We have exchanged all tax returns each of us has filed within the two years before disclosing the information described in 12a.



PETITIONER 1: PETITIONER 2:	CASE NUMBER:
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13. (Check whichever statement is true.)
- a. ☐ We have no community assets or liabilities.
- b. ☐ We have signed an agreement listing and dividing all our community assets and liabilities and have signed all the papers necessary to carry out our agreement. A copy of our agreement is attached to the *Judgment of Dissolution and Notice of Entry of Judgment* (form [FL-825](#)).
14. Irreconcilable differences have caused the irremediable breakdown of our marriage and/or domestic partnership, and each of us wishes to have the court dissolve our marriage and/or domestic partnership without our appearing before a judge.
15. a. ☐ Petitioner 1 desires to have a former name restored. That name is (specify):  
b. ☐ Petitioner 2 desires to have a former name restored. That name is (specify):
16. We each give up our rights to appeal and to move for a new trial after the effective date of our *Judgment of Dissolution*.
17. **Each of us forever gives up any right to spousal or domestic partner support from the other.**
18. We each agree to keep the court and each other informed of any change of mailing address or phone number occurring within six months from the filing of this joint petition using the *Notice of Change of Address or Other Contact Information* (form MC-040).
19. We are submitting the original and three copies of the proposed *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) and two stamped envelopes together with this petition. One envelope is addressed to Petitioner 1 and the other to Petitioner 2.
20. We agree that this matter may be determined by a commissioner sitting as a temporary judge.

21. **Mailing address of Petitioner 1**

22. **Mailing address of Petitioner 2**

Name:  
Address:

Name:  
Address:

City:  
State:  
Zip Code:

City:  
State:  
Zip Code:

23. Number of pages attached: \_\_\_\_\_

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

Date:



(SIGNATURE OF PETITIONER 1)

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

Date:



(SIGNATURE OF PETITIONER 2)

**NOTICES**

**Your marriage and/or domestic partnership will end six months from the date of filing this joint petition. Both petitioners will receive a stamped copy from the court of the *Judgment of Dissolution and Notice of Entry of Judgment* (form [FL-825](#)) stating the effective date of your dissolution. Until the effective date specified on form FL-825 for the dissolution of your marriage and/or domestic partnership, either one of you can stop this joint petition by filing a *Notice of Revocation of Petition for Summary Dissolution* (form [FL-830](#)). If you stop this joint petition, you will STILL be married or in a domestic partnership.**

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

DRAFT -- NOT APPROVED BY THE JUDICIAL COUNCIL 8.18.2023)

# SUMMARY DISSOLUTION INFORMATION

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This booklet is available in English and Spanish from the office of the court clerk in the superior court of each county in California, or at [www.courts.ca.gov/documents/fl810.pdf](http://www.courts.ca.gov/documents/fl810.pdf) and [www.courts.ca.gov/documents/fl810s.pdf](http://www.courts.ca.gov/documents/fl810s.pdf).

Este folleto puede obtenerse en inglés y en español en la Dirección de Registro Público del Condado (Office of the Court Clerk) o en la Corte Superior (Superior Court) de cada condado en el estado de California o en el sitio [www.courts.ca.gov/documents/fl810.pdf](http://www.courts.ca.gov/documents/fl810.pdf) y [www.courts.ca.gov/documents/fl810s.pdf](http://www.courts.ca.gov/documents/fl810s.pdf).

## CONTENTS

	Page
I. WHAT IS THIS BOOKLET ABOUT? .....	1
II. SOME TERMS YOU NEED TO KNOW .....	2
III. WHO CAN USE THE SUMMARY DISSOLUTION PROCEDURE? .....	3
IV. AN IMPORTANT DIFFERENCE BETWEEN SUMMARY DISSOLUTION AND REGULAR DISSOLUTION .....	4
V. HOW DO YOU FIGURE OUT THE VALUE OF YOUR PROPERTY AND THE AMOUNT OF YOUR DEBTS? .....	5
VI. SAMPLE WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY ...	6
SAMPLE WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY ...	8
SAMPLE WORKSHEET FOR DETERMINING COMMUNITY OBLIGATIONS AND THEIR DIVISION ....	10
VII. WHAT SHOULD BE INCLUDED IN THE PROPERTY SETTLEMENT AGREEMENT? .....	12
VIII. SAMPLE PROPERTY SETTLEMENT AGREEMENT .....	13
IX. WHAT STEPS DO YOU HAVE TO TAKE TO GET A SUMMARY DISSOLUTION? .....	16
X. WHAT YOU SHOULD KNOW ABOUT REVOCATION .....	18
XI. SHOULD YOU SEE A LAWYER? .....	19
XII. SOME GENERAL INFORMATION .....	20

## I. WHAT IS THIS BOOKLET ABOUT?

This booklet describes a way to end a marriage, a domestic partnership, or both through a kind of divorce called **summary dissolution**.

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

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

1. have no children together who are minors (a minor is a child who is under 18 years of age);
2. have been married and/or in a domestic partnership five years or less (this means that the time between the date you married or registered your domestic partnership and the date you separated from your spouse or domestic partner is five years or less);
3. do not own very much;
4. do not owe very much;
5. do not want spousal or domestic partner support from each other; and
6. have no disagreements about how their belongings and their debts are going to be divided up once they are no longer married to or in a domestic partnership with each other.

With this procedure, you will not 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 or domestic partnership. See page 19 for more details about how a lawyer can help you.

For a summary dissolution, you prepare and file *Joint Petition for Summary Dissolution* (form FL-800) with the superior court clerk in your county. You will also prepare and turn in *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825), together with a property settlement agreement.\* Your divorce, ending your marriage and/or your domestic partnership, will be final six months after you file your *Joint Petition for Summary Dissolution*. During the six months while you wait for your divorce to become final, either of you can stop the process of summary dissolution if you change your mind. One of you can file *Notice of Revocation of Petition for Summary Dissolution* (form FL-830), and that will stop the divorce. If either one of you still wants to get divorced, then that person will have to file for a regular dissolution with a *Petition—Marriage/Domestic Partnership* (form FL-100) unless you both agree to start a new summary dissolution process.

**IMPORTANT!** Domestic partners who qualify for a summary dissolution can choose to use the process described in this booklet OR a special summary dissolution for domestic partners through the California Secretary of State. You can find the California Secretary of State forms at [www.sos.ca.gov](http://www.sos.ca.gov). **There is no filing fee for this process.** If you choose to file to terminate your domestic partnership through the Secretary of State, do not use this guide.

This booklet will tell you

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

If you wish to use the summary dissolution procedure, you must, at the time you file the joint petition, sign a statement that says you have read and understood this booklet. It is 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. If you decide you want to stop the summary dissolution process and revoke your petition, it will tell you how to do that.

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### SPECIAL WARNING

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

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

## II. SOME TERMS YOU NEED TO KNOW

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

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

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

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

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

### Community Property

Community property is everything spouses or registered domestic partners **own together**.

In most cases that includes

1. money you now have that either of you earned during the time you were living together as spouses or domestic partners; and
2. anything either of you bought with money earned during that period. It does not matter if only one of you earned or spent the money.

### Separate Property

Separate property is everything spouses or registered domestic partners **own separately from each other**.

In most cases that includes

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

### Community Obligations

Community obligations are the debts spouses or registered domestic partners **owe together**.

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

**NOTE:** If you have any questions about your separation date or about your property, it would be good to see a lawyer as these issues can be complicated. Also, if you lived together before your marriage or domestic partnership, you may wish to see a lawyer about possible additional rights either of you may have. For more information, read page 19 "*Should You See a Lawyer?*"

### III. WHO CAN USE THE SUMMARY DISSOLUTION PROCEDURE?

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

- \_\_\_\_\_ 1. We have both read this booklet, and we both understand it.
- \_\_\_\_\_ 2. We have been married or registered as domestic partners five years or less between the date that we got married and/or registered our domestic partnership and the date we separated. *(Note that if you are trying to end both a marriage AND a domestic partnership at the same time through a summary dissolution, both your marriage and domestic partnership must have lasted five years or less.)*
- \_\_\_\_\_ 3. No children were born to the two of us together before or during our marriage and/or domestic partnership.
- \_\_\_\_\_ 4. We have no adopted children under 18 years of age.
- \_\_\_\_\_ 5. Neither one of us is pregnant.
- \_\_\_\_\_ 6. Neither of us owns any part of any land or buildings.
- \_\_\_\_\_ 7. Our community property is not worth more than **\$53,000**. (Do not count cars in this total.)
- \_\_\_\_\_ 8. Neither of us has separate property worth more than **\$53,000**. (Do not count cars in this total.)
- \_\_\_\_\_ 9. The total of our community obligations (other than cars) is **\$7,000** or less.

**For deciding on statements 7, 8, and 9, use the guide on pages 5–11.**

- \_\_\_\_\_ 10. a. At least one of us has lived in California for the past six months or longer *and* has lived in the county where we are filing for dissolution for the past three months or longer; or
  - b. We are only asking to end a domestic partnership registered in California; or
  - c. We are the same sex and were married in California but are not residents of California. Neither of us lives in a place that will allow us to divorce. We are filing this case in the county in which we married.
- \_\_\_\_\_ 11. **We have prepared and signed an agreement that states how we want our community assets and debts to be divided between us (or declared in the joint petition that we do not have community assets and debts).**
- \_\_\_\_\_ 12. We have both signed the joint petition and all other papers needed to carry out this agreement.
- \_\_\_\_\_ 13. **Together with the joint petition, we will turn in to the clerk of the superior court the judgment of dissolution forms and property settlement agreement, along with two self-addressed stamped envelopes.**
- \_\_\_\_\_ 14. We both want to end the marriage and/or domestic partnership because of serious, permanent differences.
- \_\_\_\_\_ 15. We have both agreed to use the summary dissolution procedure rather than the regular dissolution procedure.
- \_\_\_\_\_ 16. We are both aware of the following facts:
  - a. There is a six-month waiting period, and either of us can stop the divorce at any time during this period.
  - b. The date that appears on *Judgment of Dissolution of Marriage and Notice of Entry of Judgment* (form [FL-825](#)) we receive from the court as the "effective date" of the dissolution is the date our divorce will be final, unless one of us has asked to stop the divorce prior to that effective date.
  - c. After the dissolution becomes final, neither of us has any right to expect money or support from the other except that which is included in the property settlement agreement.
  - d. By choosing the summary dissolution procedure, we give up certain legal rights that we would have if we had used the regular dissolution procedure. These rights are explained on page 4.

#### IV. AN IMPORTANT DIFFERENCE BETWEEN SUMMARY DISSOLUTION AND REGULAR DISSOLUTION

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

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

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

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

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

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

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

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

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

**4. Neither of you complied with preliminary disclosure requirements.**

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

In summary dissolution cases, this means that you and your spouse or domestic partner must each complete and exchange (1) *Income and Expense Declaration* (form FL-150), (2) all tax returns you filed in the last two years, and (3) the property worksheets on pages 7, 9, and 11 (or *Declaration of Disclosure* (form FL-140) and either *Schedule of Assets and Debts* (form FL-142) or *Property Declaration* (form FL-160) ).

In addition, each spouse or domestic partner must complete and give to the other spouse or domestic partner a written statement about any investment opportunity, business opportunity, or other income-producing opportunity that developed since the date you separated which was based on any investment made, significant business done, or other income-producing opportunity that was presented to you between the date you married or became domestic partners and the date you separated.

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

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

Section III, page 3, lists statements that must be true if you want to use the summary dissolution procedure.

**Statement 7 reads: “Our community property is not worth more than \$53,000.”**

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

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

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

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

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

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

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

**Statement 8 reads: “Neither of us has separate property worth more than \$53,000.”**

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

**Statement 9 reads: “The total of our community obligations (other than cars) is \$7,000 or less.”**

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

Do not include car loans in this list.

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

**Worksheets to help you figure out these amounts are found on pages 6–11.** You may use the following forms in this booklet to figure out the total of your community and separate property assets and obligations: (1) the worksheet on **page 7** (Value of Separate Property), (2) the worksheet on page 9 (Value and Division of Community Property), and (3) the worksheet on page 11 (Community Obligations and Their Division). Sample forms showing how to fill out those worksheets are on pages 6, 8, and 10.



PETITIONER 1: <b>Sam</b>	CASE NUMBER:
PETITIONER 2: <b>Alex</b>	

## VI. SAMPLE WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY

This worksheet will help you determine whether you are eligible to use the summary dissolution procedure. The total fair market value of the **separate property of one spouse/domestic partner** cannot be more than **\$53,000**. The total fair market value of the **separate property of the other spouse/domestic partner** cannot be more than **\$53,000**. Separate property is anything that either of you owned or earned before you got married or registered your domestic partnership, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage or domestic partnership. Do not include cars.

*Note: The information on this form is for an imaginary couple, **Sam** and **Alex**, who are married. (When you fill out your worksheet, use your **own** information.)*

<b>A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.</b>				<b>Sam's Property— Fair Market Value</b>	<b>Alex's Property— Fair Market Value</b>
Item					
Credit union savings— <b>Sam</b> (before marriage)				\$420.00	
Savings bonds— <b>Alex</b> (bought before marriage)					\$250.00
<b>Retirement plan—Sam</b> (before marriage and after separation)				\$1,500.00	
<b>Retirement plan—Alex</b> (before marriage and after separation)					\$1,300.00
<b>B. Items owned outright</b>					
Item					
Clothes— <b>Sam</b> (bought before marriage)				\$350.00	
Stocks— <b>Sam</b> (birthday present from father)				\$375.00	
Furniture— <b>Sam</b> (owned before marriage)				\$460.00	
Camera— <b>Alex</b> (owned before marriage)					\$229.00
<b>Smartwatch—Alex</b> (bought after separation)					\$142.00
Clothes— <b>Alex</b> (bought after separation)					\$250.00
<b>C. Items being bought on credit</b>					
Item	Fair Market Value	Minus Amount Owed	= Net Fair Market Value		
<b>Television—Sam</b> (after separation)	\$400.00	\$350.00	\$50.00	\$50.00	
Clothes— <b>Sam</b> (after separation)	\$220.00	\$170.00	\$50.00	\$50.00	
<b>GRAND TOTALS: Sam and Alex SEPARATE PROPERTY</b>				\$3,205.00	\$2,171.00

PETITIONER 1:	CASE NUMBER:
PETITIONER 2:	

## VI. WORKSHEET FOR DETERMINING VALUE OF SEPARATE PROPERTY

This worksheet will help you determine whether you are eligible to use the summary dissolution procedure. The total fair market value of the **separate property of one spouse/domestic partner** cannot be more than **\$53,000**. The total fair market value of the **separate property of the other spouse/domestic partner** cannot be more than **\$53,000**. Separate property is anything that either of you owned or earned before you got married or registered your domestic partnership, anything you earned or bought after your separation, and anything that was given to just one of you as a gift during your marriage or domestic partnership. Do not include cars.

A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.				PETITIONER 1 Property— Fair Market Value (FMV)	PETITIONER 2 Property— Fair Market Value (FMV)
Item					
B. Items owned outright					
Item					
C. Items being bought on credit					
Item	Fair Market Value	Minus Amount Owed	= Net Fair Market Value		
<b>GRAND TOTALS: PETITIONER 1'S AND PETITIONER 2'S SEPARATE PROPERTY</b>					

PETITIONER 1: <span style="background-color: yellow;">Sam</span> PETITIONER 2: <span style="background-color: yellow;">Alex</span>	CASE NUMBER:
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## VI. SAMPLE WORKSHEET FOR DETERMINING VALUE AND DIVISION OF COMMUNITY PROPERTY

*Note: The information on this form is for an imaginary couple, Sam and Alex, who are married. (When you fill out your worksheet, use your own information.)*

This side of the sheet will help you determine whether you are **eligible** to use the summary dissolution procedure. The grand total value of your community property cannot be more than \$53,000.

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.

<b>A. Bank accounts, credit union accounts, retirement funds, cash value of insurance policies, etc.</b>					
<b>Item</b>	<b>Amount</b>		<b>Sam Receives</b>	<b>Alex Receives</b>	
<span style="background-color: yellow;">Home Savings Credit Union</span> savings account	\$150.00		\$150.00		
Life insurance (cash value)	\$250.00		\$250.00		
<span style="background-color: yellow;">Retirement Plan—Sam</span>	\$600.00		\$600.00		
<span style="background-color: yellow;">Retirement Plan—Alex</span>	\$500.00			\$500.00	
Home Savings Credit Union checking account	\$180.00			\$180.00	
<b>Subtotal A</b>	\$1,680.00		\$1,000.00	\$680.00	
<b>B. Items you own outright (for example, stocks and bonds, sports gear, furniture, household items, tools, interests in businesses, jewelry; do not include cars)</b>					
<b>Item</b>	<b>Fair Market Value</b>		<b>Sam Receives</b>	<b>Alex Receives</b>	
Furniture & furnishings— <span style="background-color: yellow;">Sam's</span> apartment	\$775.00		\$775.00		
Furniture & furnishings— <span style="background-color: yellow;">Alex's</span> apartment	\$300.00			\$300.00	
Terriers season tickets	\$285.00			\$285.00	
Savings bonds	\$200.00		\$200.00		
Jewelry— <span style="background-color: yellow;">Sam</span>	\$200.00		\$200.00		
Pet parrot and cage	\$40.00			\$40.00	
<b>Subtotal B</b>	\$1,800.00		\$1,175.00	\$625.00	
<b>C. Items you are buying on credit (for example, <span style="background-color: yellow;">audio equipment</span>, appliances, furniture, tools; do not include cars)</b>					
<b>Item</b>	<b>Fair Market Value</b>	<b>Minus Amount Owed</b>	<b>=</b>	<b>Net Fair Market Value</b>	
<span style="background-color: yellow;">Home entertainment system</span>	\$305.00	\$150.00		\$155.00	
<span style="background-color: yellow;">Television</span>	\$400.00	\$100.00		\$300.00	
Golf clubs	\$350.00	\$50.00		\$300.00	
<b>Subtotal C</b>				\$755.00	
<b>Grand total value of community property = A + B + C</b>				\$0.00	\$755.00
				\$4,235.00	
				\$2,175.00	\$2,060.00







## VII. WHAT SHOULD BE INCLUDED IN THE PROPERTY SETTLEMENT AGREEMENT?

**NOTE:**

**If after reviewing the community property worksheets on the previous pages you and your spouse or domestic partner agree that you do not have community assets or liabilities, you do not need to complete a property settlement agreement. Skip to page 16.**

A property settlement agreement should contain at least five parts:

**I. Preliminary Statement**

This part identifies the spouses or domestic partners, states that the marriage and/or domestic partnership is being ended, and states that both spouses or domestic partners agree on the details of the agreement.

**II. Division of Community Property**

This part has two sections:

1. What the one spouse or domestic partner receives; and
2. What the other spouse or domestic partner receives.

**III. Division of Community Obligations**

This part has two sections:

1. The amount one spouse or domestic partner must pay and to whom the amount must be paid.
2. The amount the other spouse or domestic partner must pay and to whom the amount must be paid.

**IV. Waiver of Spousal Support**

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

**V. Date and Signature**

Both spouses or domestic partners must write the date and sign the agreement.

**An example of a property settlement agreement is found on pages 13–15.**

## VIII. SAMPLE PROPERTY SETTLEMENT AGREEMENT

**Go to page 19** if you have questions about debt and liability, or potential bankruptcy, and want to find free or low-cost legal help or hire a lawyer to prepare or review your property settlement agreement.

Below is a sample of an acceptable **property settlement agreement**. You may use it as a model for your own agreement or you may complete another version of the agreement found at <https://www.courts.ca.gov/documents/propagreement.pdf>

- The parts that are underlined will fit most cases. You can copy these parts for your own agreement. Since many of the words have special meanings in the law, you may wish to talk to a lawyer if you want to change the words.
- The parts printed in regular type (not underlined) are based on an imaginary couple. You will need to replace these parts with items that apply to your situation.
- The numbered notes in *italics* in the right-hand column or at the bottom of the page are **not** part of the agreement. They are there to help you understand it. (Do not include the references to notes 1 and 2 in your agreement.)
- The sample below is for a married couple, so it refers to marriage. If you are ending a domestic partnership, you should say that in your agreement. If you are ending both a marriage and a domestic partnership with the same person, say both and write in the dates of both your marriage and the registration of your domestic partnership.

- Remember** • You can divide the items any way you want (even if one of you receives more of the marital assets).
- 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 divorce.

### SAMPLE PROPERTY SETTLEMENT AGREEMENT

I. We are Alex P. Smedlap, hereafter called Alex, and Sam T. Smedlap, hereafter called Sam.<sup>[1]</sup> We were married on October 7, 2018, and separated on December 5, 2022. Because irreconcilable differences<sup>[2]</sup> have caused the permanent breakdown of our marriage, we have made this agreement together to settle once and for all what we owe to each other and what we can expect from each other. Each of us states here that nothing has been held back and that we have honestly included everything we could think of in listing the money and goods that we own; and each of us states here that we believe the other has been open and honest in writing this agreement. Each of us agrees to sign and exchange any papers that might be needed to complete this agreement.

<sup>1</sup> If you prefer, you can also write "hereafter called Spouse A [or Spouse B]" or "hereafter called Partner A [or Partner B]," whichever applies. Just make sure it is clear to whom you are referring.

<sup>2</sup> This means there are problems in your marriage or domestic partnership that you think can never be solved. **Irreconcilable differences** is the only legal grounds for getting a **summary dissolution**.

\* See Family Code section 2550. At the trial in a regular dissolution, a judge would set a value on and divide community property and debts into two approximately equal parts as provided by the Family Code.



Each of us also understands that even after Joint Petition for Summary Dissolution is filed, this entire agreement will be canceled if either of us revokes the dissolution proceeding.<sup>3</sup>

## II. Division of Community Property<sup>4</sup>

We divide our community property as follows:

### 1. Alex transfers to Sam as Sam's sole and separate property:

- A. All household furniture and furnishings located at the apartment at 180 Needlepoint Way, San Francisco.<sup>5</sup>
- B. All rights to cash in savings account at Home Savings Credit Union.
- C. All cash value in life insurance policy insuring life of Sam through Sun Valley Life Insurance.
- D. All retirement plan benefits earned by Sam during marriage.
- E. Two U.S. Savings Bonds, Series E.
- F. Sam's jewelry.
- G. 2015 Chevrolet 4-door sedan.

### 2. Sam transfers to Alex as Alex's sole and separate property:

- A. All household furniture and furnishings located at the apartment on 222 Bond Street, San Francisco.
- B. All retirement plan benefits earned by Alex during marriage.
- C. Season tickets to Golden State Terriers basketball games.
- D. Home entertainment system.
- E. One set of golf clubs.
- F. One television.
- G. 2014 Ford Explorer SUV.
- H. One pet parrot named Nikki, plus cage and parrot food.
- I. All rights to cash in checking account at Bank of America.

<sup>3</sup> This means that the property agreement is a part of the dissolution proceeding. If either of you decides to stop the dissolution proceeding by turning in Notice of Revocation of Petition for Summary Dissolution (form FL-830) (see page 18), this entire agreement will be canceled.

<sup>4</sup> Community property is property that you own as a couple (see page 2).

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

<sup>5</sup> If the furniture and household goods in one apartment are to be divided, they may have to be listed item by item.

III. Division of Community Property (Debts)<sup>6</sup>

1. Alex will pay the following debts and will not at any time hold Sam responsible for them:<sup>7</sup>
  - A. Mister Charge account.
  - B. Debt to Dr. R.C. Himple.
  - C. Debt to Richardson Drug Store.
  - D. Debt to UC Berkeley for college education loan to Alex.<sup>8</sup>
  - E. Debt to Golf Store for golf clubs.
  - F. Debt to Everything Electronics for TV and audio equipment.
  - G. Debt to Used Ford Store for 2014 Ford Explorer SUV.
2. Sam will pay the following debts and will not at any time hold Alex responsible for them:<sup>7</sup>
  - A. Cogwell's charge account.
  - B. Debts to Sam's parents.
  - C. Debt to Green's Furniture.
  - D. Debt to Dr. S. Roberts.
  - E. Debt to Friendly Finance Company for 2015 Chevrolet 4-door sedan.

IV. Waiver of Spousal/Partner Support<sup>9</sup>

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

V. Dated:

Dated:

\_\_\_\_\_  
Alex P. Smedlap

\_\_\_\_\_  
Sam T. Smedlap

<sup>6</sup> If you have no unpaid debts, replace Part III with the statement **"We have no unpaid community obligations."**

<sup>7</sup> A challenge when dividing community debt is that a company you both owe money to, like a credit card company or mortgage company, does not have to honor your agreement. If the person who agreed to pay the joint debt doesn't pay or misses a payment, the company may seek payments from you both and it may hurt both of your credit ratings.

You may consider options other than splitting the joint debt, like (1) paying off the debt, if possible; (2) selling items to pay off the debt; (3) taking out a line of credit to pay off the joint debt; or (4) having the person most able to pay the joint debt take over the payments, but give them more property. For more information, click [here](https://selfhelp.courts.ca.gov/divorce/property-debts) or go to: <https://selfhelp.courts.ca.gov/divorce/property-debts>.

<sup>8</sup> Even though California is a community property state, if a spouse or domestic partner is not named on a student loan taken out during a marriage or domestic partnership, and if the couple gets a divorce within 10 years of marriage or registration of the domestic partnership, then the spouse or domestic partner who is not the student-borrower will usually not be responsible for repaying the loan.

<sup>9</sup> "Waives" means that you each give up the right to have your spouse or domestic partner support you financially.

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

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

- online, for free, at <https://selfhelp.courts.ca.gov/divorce-california/summary-dissolution/> ; or
- with neat printing.

1. \_\_\_\_ Complete and give your spouse or domestic partner a list of community and separate property assets and obligations. This information is needed to comply with the requirement to exchange a preliminary declaration of disclosure in summary dissolution cases. Use the forms listed below in 1a or 1b for this purpose.
  - a. \_\_\_\_ *Declaration of Disclosure* (form FL-140) and *Schedule of Assets and Debts* (form FL-142) (or *Property Declaration* (form FL-160)). These forms are not included in this booklet. You may find them online at [www.courts.ca.gov/forms.htm](http://www.courts.ca.gov/forms.htm). Give one copy to your spouse or domestic partner and keep one for your records; or
  - b. \_\_\_\_ The worksheets in this booklet on pages 7, 9, and 11.
    - (1) \_\_\_\_ Turn to page 7 and complete the Worksheet for Determining Value of Separate Property. See page 6 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse or domestic partner and keep one for your records.
    - (2) \_\_\_\_ Turn to page 9 and complete the Worksheet for Determining Value and Division of Community Property. See page 8 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse or domestic partner and keep one for your records.
    - (3) \_\_\_\_ Turn to page 11 and complete the Worksheet for Determining Community Obligations and Their Division. See page 10 for an example. Make one extra copy of your worksheet after it has been completed. Give one copy to your spouse or domestic partner and keep one for your records.
2. \_\_\_\_ Along with the documents listed in step 1, give your spouse or domestic partner all tax returns you filed in the last two years. Give one copy to your spouse or domestic partner and keep one copy for your records.
3. \_\_\_\_ Fill out *Income and Expense Declaration* (form FL-150). You each need to fill out this form and give it to your spouse or domestic partner before you sign your property settlement agreement or complete your divorce. Make one extra copy of your form after it has been completed. Give one copy to your spouse or partner and keep one for your records.
4. \_\_\_\_ Complete a written statement about business and investments opportunities and give it to your spouse or domestic partner before you sign a property settlement agreement or complete your divorce. Keep a copy for your records.

**Note:** The written statement must describe any investment opportunity, business opportunity, or other income-producing opportunity that developed since the date you separated that was based on any investment made, significant business done, or other income-producing opportunity that was presented to you between the date you married or became domestic partners and the date you separated (there is no specific form for this purpose).
5. \_\_\_\_ Do you have community assets or debts?
  - a. \_\_\_\_ Yes. Complete your property settlement agreement. Both of you must date and sign it. Make two extra copies. See pages 12–15 for an example and instructions.

**Note:** You can find a version of a property settlement agreement that you can fill out online at: <https://www.courts.ca.gov/documents/propagreement.pdf>
  - b. \_\_\_\_ No. Check box 13a on *Joint Petition for Summary Dissolution* (form FL-800) if you have no community assets or liabilities. No separate agreement is needed, but you must complete steps 1 through 4 above.

6. \_\_\_\_ Fill out *Joint Petition for Summary Dissolution* (form FL-800). Both of you must sign and date this petition. Make two extra copies of this form. (This is the form you need to **START** the process.)
- Note:** When signing your joint petition and your property settlement agreement, you are signing these documents under penalty of perjury under the laws of the State of California, which is the same as being sworn to testify in court. **You may not sign each other's name.**
7. \_\_\_\_ Make three sets of forms that include copies of your property settlement agreement and a copy of your *Joint Petition for Summary Dissolution* (form FL-800).
8. \_\_\_\_ Fill out the *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) as noted below and make three copies of it.
- a. \_\_\_\_ Fill out the caption (top part of the judgment form).
  - b. \_\_\_\_ Check item 1b or 1c if either of you wants your name restored. Specify the name to be restored.
  - c. \_\_\_\_ Fill in the address of Petitioner 1 and Petitioner 2 on page 2.
9. \_\_\_\_ If you have a property settlement agreement, staple it to the *Judgment* (form FL-825). Make three sets.
10. \_\_\_\_ Make one extra copy of a blank *Notice of Revocation of Petition for Summary Dissolution* (form FL-830) so each of you has one, and hold on to it. This is the form you would need to **STOP** the process. You may wish to use it during the waiting period if you change your mind and want to stop the process. You should keep one copy. See page 18 for more information.
11. \_\_\_\_ Take your *Joint Petition for Summary Dissolution* (form FL-800), *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825), and all of your copies to the superior court clerk's office together with two self-addressed, stamped envelopes (one addressed to each spouse or domestic partner). The location of your superior court clerk's office can be found in the phone book or online at [www.courts.ca.gov/find-my-court.htm](http://www.courts.ca.gov/find-my-court.htm). The clerk will stamp the date on all copies, will keep one copy of each document, and will return the other two to you. One copy is for each spouse or domestic partner.
12. \_\_\_\_ Pay the superior court clerk's filing fee. If you cannot afford to pay the filing fee, you may qualify for a fee waiver based on your income. If one of you qualifies for a fee waiver but the other one does not, the one who does not qualify will have to pay the filing fee. To request a fee waiver, see *Information Sheet on Waiver of Court Fees and Costs* (form FW-001-INFO). You will need to prepare a *Request to Waive Court Fees* (form FW-001) and an *Order on Court Fee Waiver* (form FW-003).
13. \_\_\_\_ The clerk will file your joint petition and return the copies to you and your spouse or partner. The court may also process the *Judgment of Dissolution* at that time, in the next few weeks, or after the six-month waiting period has expired and give or mail it to you and your spouse or domestic partner. The *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) will have a date on which the dissolution ending your marriage, domestic partnership, or both will be final. That is the effective date of your dissolution and it will be six months from the date you file your joint petition. The six-month waiting period is mandated by law.
14. \_\_\_\_ Put your copies of all documents in a safe place.
15. \_\_\_\_ Wait for six months. If either one of you wants to stop the summary dissolution case, fill out and file a *Notice of Revocation of Petition for Summary Dissolution* (form FL-830) before the six months run out.
16. \_\_\_\_ On the day that appears on your *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) as the effective date of your dissolution:
- a. Your marriage or domestic partnership (or both) is ended;
  - b. The agreements you made in your property settlement agreement are binding—you will then own the property assigned to you, and you will have to pay the bills assigned to you;
  - c. Except for those agreements, you and your spouse or domestic partner have no further obligations to each other; and
  - d. You are legally free to remarry or register a new domestic partnership.

**REMEMBER:** Either of you can stop the process by filling out *Notice of Revocation of Petition for Summary Dissolution* (form FL-830) and bringing it to the superior court clerk during the six-month waiting period before the date your dissolution is effective according to the *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) that you received from the court.

## X. WHAT YOU SHOULD KNOW ABOUT REVOCATION

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

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

### **What is the notice of revocation for?**

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

### **What reasons are there for revoking?**

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

1. You have decided to return to your spouse or domestic partner and continue the marriage or domestic partnership;
2. You want to change over to the regular dissolution as a better way of getting your divorce; or
3. You learn that one of you is pregnant.

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

You may come to believe that you will get a better settlement if you go to court than with the agreement you originally made with your spouse or domestic partner. (Maybe, after thinking it over, you feel you are not 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 or partner also received a blank *Notice of Revocation of Petition for Summary Dissolution* (form FL-830). Fill out the form, sign it, make two copies, and bring them to the superior court clerk's office. You must also send a copy of form FL-830 to your spouse or domestic partner by first-class mail, postage prepaid, to their last known address. You can do this alone. This form does not need your spouse's or partner's signature.

If you do this at any time during the six-month waiting period, before the effective date of your dissolution, you will stop this divorce proceeding.

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

NO. After the date the court wrote on your *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) as the date your marriage or domestic partnership is ended (the date the divorce is effective), you can no longer revoke the dissolution by filing the revocation form. You may have other legal options, but you will need to talk to a lawyer about them.

**If you change over to a regular dissolution, what happens to the part of the waiting period that has passed?** You can apply the amount of time you waited on the summary dissolution to your regular dissolution. For example, if four months went by before you decided to revoke the summary dissolution, the waiting period for the regular dissolution will be shortened by four months.

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

## **XI. SHOULD YOU SEE A LAWYER?**

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

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

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

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

### **Do you have to accept your lawyer's advice?**

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

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

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

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

Third, in many situations 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 (or domestic partnership) and put it into a bank account in both of your names and then both of you used money from that account. It may not be easy to decide how the money remaining in that account should be divided. A lawyer can advise you on how to make these decisions.

Fourth, there may be special situations in which your property settlement is not covered by the sample agreement on pages 13–15 or the fillable agreement online.

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

### **Where can you find a lawyer?**

You can locate organizations that can help you find a lawyer **online or in your telephone directory** under "Attorneys," "Attorney Referral Service," or "Lawyer Referral Service." In many cases you will be able to find an attorney who will charge only a small fee for your first visit.

You can **find** information about free or low-cost services through the county bar association in your county. **The California Lawyer's Association website [calawyers.org/bar-relations/california-bar-associations-and-organizations/](http://calawyers.org/bar-relations/california-bar-associations-and-organizations/) can help you find bar associations in your county.**

**You can find information about certified lawyer referral services on the *Self-Help Guide to California Courts* at <https://selfhelp.courts.ca.gov/getting-legal-help>.**

You can **also** find information about certified lawyer referral services at the State Bar website [www.calbar.ca.gov](http://www.calbar.ca.gov).

## XII. SOME GENERAL INFORMATION

### What about income taxes?

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

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

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

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

### What about bank accounts and credit cards?

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

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

### What about cars?

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

### What if your spouse or domestic partner does not pay the debts as agreed?

If your spouse or domestic partner does not pay a debt as agreed, the person who loaned the money may be able to collect it from you. But then a court may order your spouse or domestic partner to reimburse you. If you have any reason to worry about this, a lawyer can explain your rights to you.

### Can you take back your former name?

If you changed your name when you were married or registered your domestic partnership, you have the right to give up that name and get your former name back. You can do this by requesting it in the joint petition. If you do not request this in the joint petition, you can file a form called *Ex Parte Application for Restoration of Former Name After Entry of Judgment and Order* ([form FL-395](#)). Your spouse or domestic partner cannot make you change your name.

### What if I am not happy with my final judgment?

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

**Family Law: Summary Dissolution Forms** (revise forms FL-800 and FL-810)

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Position	Comment	Committee Response
1.	Tanya Both Redwood City	NI	One page 15 of the Summary Disso Packet (ITC, page 24), under section III Division of Community Property (Debts), item 1D the note regarding the example student loan is very confusing and seems likely to mislead litigants as to the general rule regarding community property as well as the exceptions that are applied to student loans.	<p>The commenter’s concern is with the current language in the booklet, which provides that: “A general rule for dividing debts is to give the debt over to the person who benefitted from the item. In the sample agreement, because Chris received the education, Chris should pay off the loan.”</p> <p>The committee agrees with the commenter that the statement is oversimplified and could be confusing. For example, there are different actions that parties can consider when dividing community property assets and debts. Further, it is possible that the non-student spouse of domestic partner could be responsible for repaying the student loan, especially if the non-student’s name appears on the loan. Because the language in the note does not account for alternatives, the language should be deleted and replaced.</p> <p>The committee recommends that the language in note 8 be replaced with two new sections, and that the new language reflect the information that is found on the Self-Help Guide to the California Courts, along with appropriate links to the online information. Because the revised language will be more substantial, the committee recommends that notes 6, 7, 8 and 9 be moved to the bottom of the page, instead of on the right side of the page.</p>
2.	California Lawyer’s Association,	A	No additional comments.	No response required.



**Family Law: Summary Dissolution Forms** (revise forms FL-800 and FL-810)

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Position	Comment	Committee Response
	Family Law Section Executive Committee (FLEXCOM)By: Saul Bercovitch, Associate Executive Director, Governmental Affairs Sacramento			
3.	Orange County Bar Association By: Michael A. Grepp, President Newport Beach	A	The proposal addresses the stated purpose adequately	No response required.
			Unknown cost savings, but it does put more couples into the “Summary Dissolution” category with the raise in values of assets and obligations.	No response required.
			Court clerks MUST be trained about the allowed increase in valuation of assets and obligations so that the Summary Dissolution Petition is not rejected.	No response required.
			Since the forms do not take effect until 1/1/2024 more than six months training time is suggested.	No response required.
			Because this brings more potential cases into the Summary Dissolution process it would impact smaller courts in processing more cases.	No response required.
4.	Superior Court of Los Angeles County By Bryan Borys Director of Research and Data Management	AM	Regarding FL-800, Joint Petition for Summary Dissolution form: Page 1, Section 6: Suggest removing “minor” from “There are no minor children who were born...,” to maintain consistency with the Booklet, which does	The committee appreciates this comment and considered replacing the term “minor” on form FL-800. However, the committee decided that the joint petition should maintain the same term (“minor”) as used in the regular divorce petition

**Family Law: Summary Dissolution Forms** (revise forms FL-800 and FL-810)

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Position	Comment	Committee Response
			not include the word “minor” (see Booklet, page 1, Item 1; Booklet, page 3, Section III, Item #3)	(form FL-100). Instead, the committee recommends revising the instruction booklet to use the term “minor” and note that it means “a child under the age of 18 years.”
			Regarding Summary Dissolution Information Booklet:	
			Page 5, Section V: Suggest updating “classified ads in the newspaper” to include “classified ads or listings online.”	The committee agrees with this suggestion and has incorporated it, with alterations, into the revisions being recommended for adoption.
			Page 12, Section VII, Item III (1): Suggest replacing “and whom he or she must pay it to” with “and whom they must pay it to” to be inclusive of the three genders that California law recognizes.	The committee agrees with this suggestion and has incorporated it, with alterations, into the revisions being recommended for adoption.
			Page 16, Section IX, Item 5: Suggest including the template for the Property Settlement Agreement in this section (or a link to the template: <a href="https://www.courts.ca.gov/documents/propagreement.pdf">https://www.courts.ca.gov/documents/propagreement.pdf</a> ), because it is difficult for litigants to find online, and because litigants often pick up the printed Summary Dissolution Packet from the Clerk’s Office or Self-Help Centers, which can include the template.	The committee agrees with this suggestion and has incorporated it into the revisions being recommended for adoption.
5.	Superior Court of Orange County By: Family and Juvenile Law Divisions	NI	The proposal addresses the reasons why modifications to forms FL800 and FL810 must be revised according to legislation.	No response required.
			The proposal would not provide cost savings.	No response required

**Family Law: Summary Dissolution Forms** (revise forms FL-800 and FL-810)

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Position	Comment	Committee Response
			Implementing this proposal would require written communication to staff.	No response required
			Three months from Judicial Council approval of this proposal until its effective date would provide sufficient time for implementation	No response required
			Our court is a large court, and this proposal could work for Orange County.	No response required
6.	Superior Court of Riverside County By: Susan Ryan, Chief Deputy of Legal Services	A	The proposed changes would ensure compliance with Family Code section 2400 and makes the forms more current in the use of dates and names and provides some clarity to issues that were problematic such as attaching the MSA to the Judgment and clarifying that assets and debts need not be divided equally when both parties sign the paperwork.	No response required.
			There would no real cost savings, but the only real fiscal impact is the courts will incur standard reproduction costs for the forms.	No response required.
			As for Self Help, implementation requires updating online content to include all new forms	No response required.
			Three months from Judicial Council approval of this proposal until its effective date would provide sufficient time for implementation	No response required.

**Family Law: Summary Dissolution Forms** (revise forms FL-800 and FL-810)

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Position	Comment	Committee Response
			There is no significant variation in impact between different court sizes.	No response required.
7.	Superior Court of San Bernardino County, Barstow District By Anita Morales Legal Processing Assistant II	A	No additional comments.	No response required.
8.	Superior Court of San Diego County By: Michael M. Roddy Executive Officer	A	*The proposal appropriately addresses the stated purpose.	No response required.
			*The implementation requirements would be updating the court's internal procedures and packets, and notifying and training court staff.	No response required.
			*Three months from Judicial Council approval of this proposal until its effective date would provide sufficient time for implementation, as long as the final versions of the forms are provided to the court at that time. This will ensure that the court is able to provide training to staff and update its internal procedures.	No response required.
			It appears that the proposal would work for courts of various sizes.	No response required
			The proposal would not provide cost savings.	No response required.

# ATTACHMENT A

State of California  
Department of Industrial Relations  
<http://www.dir.ca.gov/OPRL>

Office of the Director- Research Unit  
P.O. Box 420603, San Francisco, California 94142

## CALIFORNIA CONSUMER PRICE INDEX (1955-2022)

ALL ITEMS (1982 - 1984 = 100)

Year	Month	All Urban Consumers	Urban Wage Earners and Clerical Workers
<b>2022</b>	<b>Annual</b>	<b>319.224</b>	<b>310.424</b>
2022	December	323.148	313.159
2022	October	324.819	315.900
2022	August	322.275	313.374
2022	June	322.043	313.931
2022	April	316.847	308.468
2022	February	311.048	302.122
<b>2021</b>	<b>Annual</b>	<b>297.371</b>	<b>288.595</b>
2021	December	306.109	297.426
2021	October	302.793	294.211
2021	August	299.815	291.317
2021	June	297.447	288.784
2021	April	294.274	285.139
2021	February	289.632	280.644
<b>2020</b>	<b>Annual</b>	<b>285.315</b>	<b>275.568</b>
2020	December	287.367	277.885
2020	October	286.843	277.443
2020	August	286.388	276.751
2020	June	284.835	274.921
2020	April	283.006	273.050
2020	February	284.886	274.917