



We The People[®]

DOCUMENT PREPARATION SERVICES

DIVORCE WORKBOOK WITH CHILDREN

PLEASE CHOOSE ONE RESIDENCY OPTION BELOW:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Either you or your spouse has been a resident of New York State for a continuous period of at least two years immediately preceding the commencement of this divorce action? |
| <input type="checkbox"/> | You were married in New York and either you or your spouse is a resident of New York State and has been for a continuous period of one year immediately preceding the commencement of this divorce action. |
| <input type="checkbox"/> | You and your spouse have resided in New York State as married persons and either you or your spouse is a resident of New York State and has been for a continuous period of one year immediately preceding the commencement of this divorce action. |
| <input type="checkbox"/> | The cause for divorce occurred in New York State and either you or your spouse is a resident of NY State and has been for a continuous period of one year immediately preceding the commencement of this divorce action. |
| <input type="checkbox"/> | The cause of action occurred in New York State and both parties were residents at the time of commencement of this divorce action. |

NOTICE: Initiating the **QDRO** process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

WARNING: under the *Maintenance Guidelines Law* ([S. 5678/A. 7645], Chapter 269, Laws of 2015), you should be aware that you may be obligated to pay or entitled to receive spousal maintenance for the amounts and times indicated in your *annual income worksheet*, form UD-8(1), and your *maintenance guidelines worksheet*, form UD-8(2). If you request to pay or receive post-divorce maintenance (alimony) **and your spouse will not sign the divorce documents**, you understand and agree that we charge **significant additional fees** prepare the default divorce documents. Also be warned that the court may order you to appear at a divorce hearing (called an inquest) and you may be ordered to show proof of your income amounts. Also, you understand and agree that it is possible that your divorce papers may be returned by the court for additional information from you, causing additional delays in getting your divorce finalized, and additional fees may apply.

WARNING: if your spouse will not sign the divorce documents, you can still get a divorce BUT you understand and agree that we will prepare your final divorce papers to conform with all applicable New York state laws and regulations: child support pursuant to CSSA guidelines, alimony pursuant to Maintenance Guidelines (if applicable), and pro-rata division of health insurance premiums, unreimbursed health related expenses, child care expenses, extraordinary expenses, etc. **WARNING: if your spouse will not sign**, you understand and agree that the Court might ask additional questions, your case might be delayed, and additional fees may apply.

WARNING: Order of Protection/Child Abuse/Child Neglect - If you or your spouse has been a party to an order of protection and/or child abuse/neglect proceedings, and/or NYS sex offender registration, you understand and agree that your divorce may be delayed by the court and additional fees may apply.

NOTICE: Gross income is the total amount a party is paid or his or her total salary before any taxes or deductions for health insurance or other benefits are taken. We will calculate the parties' AGI (adjusted gross income) amount for child support and maintenance purposes based on the 7.65% (6.2% for social security tax and 1.45% for Medicare tax) taxes that are commonly withheld for most taxpayers.

CUSTOMER SIGNATURE HERE: _____

INFORMATION ABOUT THE PLAINTIFF:

PLAINTIFF Name _____ Male Female

PLAINTIFF Prior Surname / Maiden Name: (if any) _____

Street Address: _____

(If you have a PO Box the Court also requires your physical address. Use address line 2 for PO Box info..)

Address 2: _____

(If you have an apartment #, include it in Address 2).

City: _____ State: _____ Zip: _____ County: _____

Date of birth: _____ STATE of birth: _____

Social Security #: _____ Phone Number : _____

(If you do not have an SSN# write "NONE")

PLAINTIFF'S Annual Gross Income: \$ _____

(If blank, we will use \$0 as your annual gross income)

PLAINTIFF'S CONFIDENTIAL INFORMATION:

Plaintiff's Race? White Black Hispanic Asian Other _____

of This Marriage For Plaintiff: (1st, 2nd, etc.)? First Second Third Fourth Fifth

If Previously Married How Many Ended by Divorce? None One Two Three Four

If Previously Married How Many Ended by Death? None One Two Three Four

Plaintiff Highest Grade Level Completed:

ELEMENTARY

0 1 2 3 4 5 6 7 8

HIGH SCHOOL

1 2 3 4

COLLEGE

1 2 3 4 5+

CUSTOMER SIGNATURE HERE: _____

PLAINTIFF'S INFORMATION: [DRL § 240 1 (a-1) and DRL § 240 1 (a)]

- PLAINTIFF & THE KIDS HAVE **NEVER** BEEN NAMED IN AN ORDER OF PROTECTION
- PLAINTIFF & THE KIDS HAVE **NOT BEEN NAMED** IN A CHILD ABUSE/NEGLECT CASE
- PLAINTIFF IS **NOT REGISTERED** UNDER NY SEX OFFENDER REGISTRATION ACT

☞ COMPLETE THE SECTION(S) BELOW ONLY IF NEEDED

ORDERS OF PROTECTION (OOP) - PLAINTIFF

(We will file your documents without the Docket #, but the Court might request it after filing)

- An OOP has been issued **AGAINST** PLAINTIFF (PLAINTIFF has been ordered to keep away from someone).

List all Family/Criminal Court Docket #'s and Counties: _____

List all Supreme Court Index #'s and Counties: _____

OR

- An OOP has been issued **PROTECTING** PLAINTIFF and or the child(ren) from someone else.

List all Family/Criminal Court Docket #'s and Counties: _____

List all Supreme Court Index #'s and Counties: _____

CHILD ABUSE/NEGLECT PROCEEDINGS

(We will file your documents without the Docket #, but the Court might request it after filing)

2. PLAINTIFF OR THE CHILDREN have been a party in a Child Abuse/Neglect Proceeding (FCA Art.10)

List all Family Court Docket #'s _____

and Counties _____

NEW YORK STATE'S SEX OFFENDER REGISTRATION ACT

3. PLAINTIFF IS registered under New York State's Sex Offender Registration Act

List all names under which PLAINTIFF is registered _____

CUSTOMER SIGNATURE HERE: _____

INFORMATION ABOUT THE DEFENDANT:

DEFENDANT is in the military? YES or NO (If Defendant is in the military, the Defendant must consent to the divorce and the Defendant must sign all divorce papers or we can not help you)

DEFENDANT will sign all divorce papers? YES or NO

DEFENDANT Name _____ Male Female

DEFENDANT'S Prior Surname / Maiden Name: (if any) _____

Street Address: _____
(The court requires the Defendant's CURRENT address and not a "last known" address.)

Address 2: _____
(If Defendant has a PO Box the Court also requires Defendant's physical address. Use address line 2 for the PO Box info.).
(If Defendant has a an apartment #, you must include it on address line 2.).

City: _____ State: _____ Zip: _____ County: _____

Date of birth: _____ STATE of birth: _____

Social Security #: _____ Phone Number : _____
(If Defendant does not have an SSN# write "NONE")
(If you don't know Defendant's SSN# write "UNKNOWN")

DEFENDANT'S Annual Gross Income: \$ _____
(If blank, we will use \$0 as Defendant's annual gross income)

DEFENDANT'S CONFIDENTIAL INFORMATION:

DEFENDANT'S Race? White Black Hispanic Asian Other _____
of This Marriage For DEFENDANT : (1st, 2nd, etc.)? First Second Third Fourth Fifth
If Previously Married How Many Ended by Divorce? None One Two Three Four
If Previously Married How Many Ended by Death? None One Two Three Four

DEFENDANT Highest Grade Level Completed:

ELEMENTARY	HIGH SCHOOL	COLLEGE
0 1 2 3 4 5 6 7 8	1 2 3 4	1 2 3 4 5+
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

CUSTOMER SIGNATURE HERE: _____

DEFENDANT'S INFORMATION: [DRL § 240 1 (a-1) and DRL § 240 1 (a)]

- DEFENDANT & THE KIDS HAVE **NEVER BEEN NAMED** IN AN ORDER OF PROTECTION
- DEFENDANT & THE KIDS HAVE **NOT BEEN NAMED** IN A CHILD ABUSE/NEGLECT CASE
- DEFENDANT IS **NOT REGISTERED** UNDER NY SEX OFFENDER REGISTRATION ACT

 COMPLETE THE SECTION(S) BELOW ONLY IF NEEDED

ORDERS OF PROTECTION (OOP) - DEFENDANT

(We will file your documents without the Docket #, but the Court might request it after filing)

- An OOP has been issued **AGAINST** DEFENDANT and Def. has been ordered to keep away from someone).

List all Family/Criminal Court Docket #'s and Counties: _____

List all Supreme Court Index #'s and Counties: _____

OR

- An OOP has been issued **PROTECTING** DEFENDANT and or the child(ren) from someone else.

List all Family/Criminal Court Docket #'s and Counties: _____

List all Supreme Court Index #'s and Counties: _____

CHILD ABUSE/NEGLECT PROCEEDINGS

(We will file your documents without the Docket #, but the Court might request it after filing)

2. DEFENDANT OR THE CHILDREN have been a party in a Child Abuse/Neglect Proceeding (FCA Art.10)

List all Family Court Docket #'s _____

and Counties _____

NEW YORK STATE'S SEX OFFENDER REGISTRATION ACT

3. DEFENDANT IS registered under New York State's Sex Offender Registration Act

List all names under which DEFENDANT is registered _____

CUSTOMER SIGNATURE HERE: _____

WHAT COUNTY WILL THIS DIVORCE BE FILED IN: _____ *

(PLAINTIFF'S COUNTY OF RESIDENCE OR DEFENDANT'S COUNTY OF RESIDENCE?)

***If you are filing in MONTGOMERY COUNTY, answer ALL the questions below (otherwise skip to next box)**

1. Plaintiff's current age: _____
2. Plaintiff's current health (circle one): Excellent -- Good -- Average -- Below Average -- Poor
3. Plaintiff's educational background (describe): _____
4. Plaintiff's source(s) of income: _____
5. Plaintiff's annual income: _____

6. Defendant's current age: _____
7. Defendant's current health (circle one): Excellent -- Good -- Average -- Below Average -- Poor
8. Defendant's educational background (describe): _____
9. Defendant's source(s) of income: _____
10. Defendant's annual income: _____

WHAT KIND OF WEDDING CEREMONY?

Religious *or* **Civil**

WHERE WERE THE PARTIES MARRIED?

(city) _____, (state) _____, (county) _____

DATE OF MARRIAGE: _____

DO YOU HAVE ANY KIDS 21 YEARS OLD OR OLDER OF THIS MARRIAGE?

None **One** **Two** **Three** **Four** **Other** _____

YES - PLAINTIFF WANTS A NO FAULT DIVORCE

CUSTOMER SIGNATURE HERE: _____

IMPORTANT QUESTIONS ABOUT FAMILY COURT!

Are you currently involved in **any** pending family court litigation about custody, visitation, child support, or spousal maintenance?

Yes* No

If you are currently involved in any family court litigation about custody, visitation, child support or maintenance, please answer the following questions:

COUNTY WHERE FAMILY COURT ACTION IS PENDING? _____

DOCKET NUMBER(S) OF ALL PENDING CASES? _____

ISSUES BEING LITIGATED?

Custody Visitation Child Support Alimony Other _____

* additional processing fees apply

IF THE ABOVE PENDING FAMILY COURT MATTER BECOMES FINALIZED, YOU MUST SUBMIT A COPY OF THE FINALIZED FAMILY COURT ORDER TO OUR OFFICE WITHIN 3 BUSINESS DAYS OF THE DATE OF THE UNSIGNED OR SIGNED ORDER (fax, email or drop off). ONCE YOU DO RECEIVE THE SIGNED FINALIZED FAMILY COURT ORDER, FAX, EMAIL OR DROP IT OFF AS IT IS REQUIRED FOR THE FINAL DIVORCE FILING. PLEASE NOTE, WE WILL NEED TO RETYPE SOME OR ALL OF YOUR DIVORCE FORMS TO REFLECT THE NEW COURT ORDER INFORMATION AND THERE WILL BE AN ADDITIONAL CHANGE FEE.

WARNING ABOUT KIDS SOCIAL SECURITY NUMBERS:

You **MUST** disclose your children's Social Security Numbers in the divorce documents.

If you do not know your children's Social Security Numbers, write "UNKNOWN"

If your children do not have Social Security Numbers, write "NONE"

EMANCIPATION NOTICE:

In general a child under age 21 is emancipated if: (1) the child is married; or (2) the child is in the military; or (3) the child finished 4 years of college; or (4) the child is 18 and working full time; or (5) the child left home permanently and ended the relationship with both parents for no good reason. If your child is emancipated, provide the name and date of birth **ONLY** on the next page.

CUSTOMER SIGNATURE HERE: _____

#1 CHILD'S NAME	Birth Date	Social Security Number

#1 Child's Current Address: _____

#1 Child's Previous Address in the last 5 years: NONE OR Child's Previous Address is:

FROM: _____ TO: _____ ADDRESS: _____

#2 CHILD'S NAME	Birth Date	Social Security Number

#2 Child's Current Address: _____

#2 Child's Previous Address in the last 5 years: NONE OR Child's Previous Address is:

FROM: _____ TO: _____ ADDRESS: _____

#3 CHILD'S NAME	Birth Date	Social Security Number

#3 Child's Current Address: _____

#3 Child's Previous Address in the last 5 years: NONE OR Child's Previous Address is:

FROM: _____ TO: _____ ADDRESS: _____

#4 CHILD'S NAME	Birth Date	Social Security Number

#4 Child's Current Address: _____

#4 Child's Previous Address in the last 5 years: NONE OR Child's Previous Address is:

FROM: _____ TO: _____ ADDRESS: _____

CUSTOMER SIGNATURE HERE: _____

HEALTH INSURANCE FOR THE CHILDREN

DO YOU HAVE A FAMILY COURT ORDER FOR HEALTH INSURANCE ? YES OR NO

☞ If NO - answer all questions on this page below.

☞ If YES - answer all questions on this page below AND BE ADVISED that we will prepare all your divorce documents to follow the Family Court order regarding which parent was directed by the Family Court to be the legally responsible parent to provide health insurance for the unemancipated children of the marriage AND the division of unreimbursed health-related expenses that was ordered by the Family Court.

(A) Which parent will be the legally responsible relative who will be ordered by the Court to provide health insurance for the kids?: YOU OR SPOUSE (CHOOSE ONLY ONE PARENT)

If no health plans are available to the parties through their employment, the above selected parent or the **custodial** parent shall apply to the state sponsored health insurance plan for coverage for the unemancipated children of the marriage. Any costs for this state sponsored insurance for the kids shall be divided 50% - 50% between the parties.

(B) What is the *cost* of the kid's health insurance? \$ _____ per month.

(C) Who will *pay* for the cost of the kid's health insurance premiums?

YOU OR SPOUSE OR 50% - 50% Split OR Pro-Rata Split

(D) Who will pay for the kid's *un-reimbursed* health-related expenses?

(Health-related expenses not covered by insurance: co-pays, prescriptions, dental, orthodontic, etc.)

YOU OR SPOUSE OR 50% - 50% Split OR Pro-Rata Split

1. NAME OF HEALTH INSURANCE COMPANY: _____

2. ADDRESS OF HEALTH INSURANCE COMPANY:

ADDRESS: _____

(If address is unknown - we will prepare your documents stating "unknown")

3. ID NUMBER OF HEALTH INSURANCE: _____

(If ID number is unknown - we will prepare your documents stating "unknown")

4. NAME OF EMPLOYER/STATE PROVIDING THE POLICY: _____

5. TYPE OF COVERAGE (MEDICAL / DENTAL / BOTH): _____

* We will file your documents without insurance company address & ID# but the Court may require this information after filing.

CUSTOMER SIGNATURE HERE: _____

DO YOU HAVE ANY EXISTING WRITTEN AGREEMENTS? Yes No

(Separation/Settlement Agreement, Pre-Nuptial, Memorandum of Understanding signed & notarized by both parties)

☞ **If NO, SKIP the rest of this page**

☞ **If YES, was the existing written agreement filed in court: Yes or No?**

☞ **If NO, you must provide us with the ORIGINAL agreement**

☞ **If YES, you must provide us a COURT STAMPED COPY of the agreement**

IF YOU HAVE AN EXISTING AGREEMENT, CHOOSE ONLY ONE OPTION BELOW

OPTION #1 KEEP OUR EXISTING AGREEMENT EXACTLY THE WAY IT IS: Leave the agreement exactly the way it is. There is nothing to add, eliminate or change. STOP HERE. You may SKIP the remainder of this workbook. PLEASE SIGN the bottom of every remaining page.

OPTION #2 AMEND EXISTING AGREEMENT: Change terms or add a child or children of this union that are not listed in your existing agreement or ADD Assets & Debts not mentioned in your existing agreement. You might not have a "complete" agreement; you might be missing a new child of this union or you might have reserved Child Support for a later date. We will prepare an Amendment to your existing agreement based on your remaining workbook choices] Additional Fee =\$349 Continue to next pages.

OPTION #3 TERMINATE EXISTING AGREEMENT & MAKE A NEW AGREEMENT: If you choose this option we will create a new agreement that will terminate and discontinue your old agreement and your new agreement will be based on your remaining workbook choices. (Additional fees = \$349) Continue to next pages.

OPTION #4 KEEP TERMS OF MEMORANDUM OF UNDERSTANDING. We have a memorandum of understanding & I want the terms of our MOU incorporated into a separation agreement. I require an AGREEMENT BE PREPARED TO KEEP ALL THE TERMS OF OUR MOU. Continue to answer the remaining workbook questions to match your existing MOU & we will create your new agreement based on your remaining choices (Additional fees = \$349 apply) Continue to next pages.

OPTION #5 TERMINATE TERMS OF MEMORANDUM OF UNDERSTANDING. We have an MOU & I want all the terms Terminated. I request an agreement be prepared to Terminate all the terms of our MOU & I request a new agreement be prepared based on my remaining workbook choices. Continue to answer the remaining questions (Additional fees = \$349 apply). Continue to next pages.

OPTION #6 DISREGARD TERMS OF MEMORANDUM OF UNDERSTANDING - We have a memorandum of understanding. However, both parties agree to disregard the MOU, so the new agreement will be prepared based on your remaining workbook choices. Continue to next page.

* **WARNING: if your spouse does not agree and will not sign the amendment or new agreement, we will prepare your divorce papers based exactly on your existing agreement.**

CUSTOMER SIGNATURE HERE: _____

PAY OR RECEIVE POST-DIVORCE SPOUSAL MAINTENANCE (ALIMONY)?

Yes or No

☞ If NO, SKIP the rest of this page

☞ If YES, answer the questions below & then choose OPTION #1 or OPTION #2

IS THE MAINTENANCE PAYOR'S INCOME OVER \$192,000? Yes No

☞ If YES, answer the question below:

APPLY the \$192,000 **maintenance cap** for maintenance calculations & agreement
OR

WAIVE the \$192,000 **maintenance cap** for maintenance calculations & agreement

OPTION #1: STATE GUIDELINE LAW POST-DIVORCE SPOUSAL MAINTENANCE

YOU shall **PAY OR** **RECEIVE** post-divorce spousal maintenance pursuant to the amount determined by the *New York State Maintenance Guidelines Law*

AND

Starting Date: _____ and continuing for the amount of time determined by the *New York State Maintenance Guidelines Law*

AND

Maintenance paid *directly* between the parties

or

To the **County Support Collection Unit** AND the payor's employment information is:

PAYOR'S EMPLOYER: _____

PAYOR'S EMPLOYER ADDRESS: _____

PAYOR'S EMPLOYER PHONE: _____

OPTION #2: DEVIATION POST-DIVORCE SPOUSAL MAINTENANCE AGREEMENT

YOU shall **PAY OR** **RECEIVE** post-divorce spousal maintenance in the agreed amount of:

How much \$ _____ **per month?**

AND

Starting Date: _____ **& Ending Date:** _____

AND

Maintenance paid *directly* between the parties

or

To the **County Support Collection Unit** AND the payor's employment information is:

PAYOR'S EMPLOYER: _____

PAYOR'S EMPLOYER ADDRESS: _____

PAYOR'S EMPLOYER PHONE: _____

CUSTOMER SIGNATURE HERE: _____

CUSTODY OF THE MINOR CHILDREN (UNDER AGE 18)

ARE THERE ANY **COURT ORDERS ABOUT CUSTODY** OF THE KIDS?

Yes **No**

☛ If **YES**, attach a copy of the Order, signed by a judge, and **SKIP** to the Visitation section

	YOU	SPOUSE	JOINT
PHYSICAL CUSTODY TO: (WHO WILL THE KIDS LIVE WITH MOST OF THE TIME?)			
LEGAL CUSTODY TO: (WHO MAKES MAJOR DECISIONS FOR THE KIDS E.g.: health, education, religion?)			

IF JOINT PHYSICAL CUSTODY, ANSWER THIS: (If not, SKIP the rest of this page)

Please describe in detail the Joint Physical Custody* Arrangement:

*You understand and agree that even in a scenario of true joint physical custody, the New York courts have generally held that child support must be paid. See *Baraby v. Baraby*, 250 A.D.2d 201, 681 N.Y.S.2d 826 [3d Dept. 1998] and *Bast v. Rossoff*, 91 N.Y.2d 723, 675 N.Y.S.2d 19, 697 N.E.2d 1009 [1998]. Bast says generally that even in shared custody cases, courts are required to identify the "primary custodial parent" and Baraby says generally that the parent with the higher income does have to pay child support. If the parties choose JOINT PHYSICAL CUSTODY, child support will be calculated using the higher-earning spouse as the non-custodial parent, and that the higher-earning parent might be compelled to pay child support to the lower-earning spouse by the New York State Supreme Court. You understand and agree that ADDITIONAL FEES may apply if the court rejects the agreement.

CUSTODY WARNING IF YOUR SPOUSE WON'T SIGN:

You understand and agree that if your spouse won't sign the divorce papers, you are advised that the Court will generally only order the Plaintiff to have physical custody of the child(ren). If you choose the Defendant to have physical custody and the Defendant won't sign, the Court might return your papers and ask you to change your documents, causing delays in getting a divorce and costing you additional fees.

CUSTOMER SIGNATURE HERE: _____

VISITATION

WITH THE MINOR CHILDREN (UNDER AGE 18)

ARE THERE ANY **COURT ORDERS ABOUT VISITATION** WITH THE KIDS?

Yes **No**

☞ If **YES**, attach a copy of the Order, signed by a judge, and **SKIP** the rest of this page.

VISITATION OPTION #1:

✓ **REASONABLE VISITATION** to the parent without primary physical custody.

☞ (If you choose this option, **SKIP** the rest of this page)

VISITATION OPTION #2:

✓ Write a **SIMPLE VISITATION SCHEDULE** for the *non-custodial parent*:

VISITATION OPTION #3:

✓ Create a **DETAILED VISITATION SCHEDULE** for the *non-custodial parent*:

- A. Every other weekend beginning at _____ p.m. Friday, and ending at _____ p.m. Sunday.
- B. Midweek visit from _____ to _____
- C. Mother's Day Father's Day from _____ a.m to _____ p.m.
- D. Every other major holiday, (i.e.: Easter, Thanksgiving, Xmas Eve/Day),
from _____ a.m. to _____ p.m.
- E. Child(ren)'s birthday(s) from _____ a.m to _____ p.m.
- F. Mother's Father's birthday from _____ a.m to _____ p.m.
- G. Mother Father shall have the children for _____ weeks during summer vacation.
- H. All visitation arrangements shall be confirmed at least 12 hours in advance.
- I. Mother Father shall not remove the child(ren) from this State without prior written consent.
- J. Mother Father shall not remove the children from this County without prior written consent.
- K. Mother Father shall provide transportation for visitation.
- L. Other: _____

CUSTOMER SIGNATURE HERE: _____

CHILD SUPPORT

WHO GETS TO CLAIM THE CHILDREN AS A **CHILD TAX CREDIT**?:

YOU or **SPOUSE** or **Every Other Year** or **Other:** _____

ARE THERE ANY **COURT ORDERS ABOUT CHILD SUPPORT**?

Yes **No** (If **YES**, please attach a copy of the **Order**, signed by a judge and **SKIP TO THE NEXT PAGE**)

IF **YES**, you understand and agree that if your most recent child support order is more than three years old, the Supreme Court might reject your divorce, ask you to go back to family court to get a new order, ask to go back to Family Court to "Re-Certify" the order, or ask you to go back to Family Court to get a new order, or ask you to make a new child support agreement. You understand and agree that if this happens, additional processing fees will apply.

IS THE PARTIES **COMBINED INCOME OVER \$154,000**?: **YES** OR **NO**

☞ If **NO**, skip to the next box

☞ If **YES**, answer the question below:

Calculate child support using the CSSA \$154,000 income cap on the parties' combined income.

or

Calculate child support based on the parties' entire combined income.

INFORMATION ABOUT NY CHILD SUPPORT: Child support based on **STATE GUIDELINES** in the Child Support Standards Act (CSSA) is:

1 child = 17% of the non-custodial parents adjusted gross income
2 children = 25% of the non-custodial parents adjusted gross income
3 children = 29% of the non-custodial parents adjusted gross income
4 children = 31% of the non-custodial parents adjusted gross income
5+ children = 35% of the non-custodial parents adjusted gross income

CUSTOMER SIGNATURE HERE: _____

CHILD SUPPORT

☞ PLEASE PICK ONLY ONE CHILD SUPPORT OPTION BELOW:

COURT ORDER = There is already a **COURT ORDER** about child support.

☞ (If there is an existing court order for child support, SKIP the rest of this page)

STATE GUIDELINES = Child support shall be based on STATE GUIDELINES in the Child Support Standards Act: (refer to information box on the bottom of page 14 of 25 for additional information)

AND Child support payments shall be made to:

The other spouse *directly*

OR

To the *County Support Collection Unit* AND the payor's employment information is:

PAYOR'S EMPLOYER: _____

PAYOR'S EMPLOYER ADDRESS: _____

PAYOR'S EMPLOYER PHONE: _____

DEVIATION AGREEMENT* = The parties want to ask the court to approve a child support amount that is DIFFERENT FROM THE STATE GUIDELINES in the Child Support Standards Act:

YOU will pay \$ _____ child support EVERY week OR bi-weekly OR month

OR

SPOUSE will pay \$ _____ child support EVERY week OR bi-weekly OR month

AND Child support payments shall be made to:

The other spouse *directly*

OR

To the *County Support Collection Unit* AND the payor's employment information is:

PAYOR'S EMPLOYER: _____

PAYOR'S EMPLOYER ADDRESS: _____

PAYOR'S EMPLOYER PHONE: _____

***WARNING:** *if you choose DEVIATION AGREEMENT,* you understand and agree that the court will carefully review your deviation agreement, and you understand and agree that the Court might send your documents back to you and request additional information from you. You further understand and agree that this can cause your case to be delayed for a significant amount of time. You understand and agree that additional processing fees will apply if your case is returned for this reason.

CUSTOMER SIGNATURE HERE: _____

☞ FILL OUT THIS PAGE ONLY IF YOU PICKED CHILD SUPPORT DEVIATION AGREEMENT OTHERWISE, SKIP THIS PAGE

The parties want the Court to approve a child support amount that differs or deviates from the NY State Child Support Guidelines in the Child Support Standards Act for the following reasons:

- The right of the parties to contract
- To avoid litigation and in the spirit of compromise
- The fact that the parties agree, and this will help everyone involved
- The nonmonetary contributions that the non custodial parent will make toward the care and well-being of the children (DRL § 240(1-b)(f)(5))
- The fact that the parties agree that the children's reasonable needs such as food, clothing, shelter, and all other expenses related to the children are being met.
- The fact that this is in the best interest of the child(ren)
- The financial resources of the custodial and non-custodial parent (DRL § 240(1-b)(f)(1))
- The physical & emotional health of the child and his/her special needs and aptitudes (DRL § 240(1-b)(f)(2))
- The standard of living the kids would have enjoyed if the marriage had not ended (DRL § 240(1-b)(f)(3))
- The tax consequences to the parties (DRL § 240(1-b)(f)(4))
- The educational needs of the parents (DRL § 240(1-b)(f)(6))
- The gross income of one parent is substantially less than the other parent's (DRL § 240(1-b)(f)(7))
- The needs of the children of the non-custodial parent for whom the non-custodial parent is providing support who are not subject to the instant action and whose support has not been deducted from income pursuant to subclause (D) of clause (vii) of subparagraph five of paragraph (b) of this subdivision, and the financial resources of any person obligated to support such children, provided, however, that this factor may apply only if the resources available to support such children are less than the resources available to support the children who are subject to the instant action (DRL § 240(1-b)(f)(8))
- Provided that the child is not on public assistance (i) extraordinary expenses incurred by the non-custodial parent in exercising visitation, or (ii) expenses incurred by the non-custodial parent in extended visitation provided that the custodial parent's expenses are substantially reduced as a result thereof (DRL § 240(1-b)(f)(9))
- Other information which would help support the request for a child support amount that *deviates* from the guidelines set in the Child Support Standards Act (CSSA)?:

CUSTOMER SIGNATURE HERE: _____

CHILD SUPPORT ADD-ONS IN ADDITION TO CHILD SUPPORT

DAY CARE/CHILD CARE EXPENSES IN ADDITION TO CHILD SUPPORT:

- NO DAY CARE OR CHILD CARE EXPENSES TO DIVIDE
- DIVIDE 50% - 50% all day care and child care costs
- PRO-RATA DIVISION of all day care and child care costs
- YOU ____% - SPOUSE ____% division of day care and child care costs
- OTHER AGREEMENT: _____

EDUCATIONAL & EXTRAORDINARY EXPENSES IN ADDITION TO CHILD SUPPORT:

- NO EDUCATIONAL & EXTRAORDINARY EXPENSES TO DIVIDE
- DIVIDE 50% - 50% all educational & extraordinary expenses
- PRO-RATA DIVISION of all educational & extraordinary expenses
- YOU ____% - SPOUSE ____% division of educational & extraordinary expense
- OTHER AGREEMENT: _____

COLLEGE EXPENSES FOR THE KIDS IN ADDITION TO CHILD SUPPORT

- NOT APPLICABLE (college expenses for the kids is not an issue)
- DIVIDE 50% - 50% all college expenses for the kids
- PRO-RATA DIVISION of all college expenses for the kids
- YOU ____% - SPOUSE ____% division of all college expenses for the kids
- OTHER Agreement: _____

LIFE INSURANCE

- NOT APPLICABLE (life insurance for the benefit of the kids is not an issue)
- YOU will have \$ _____ life insurance or use the \$ formula below*
- SPOUSE will have \$ _____ life insurance or use the \$ formula below*
- OTHER AGREEMENT: _____

* Apply this \$ formula to determine how much life insurance the carrying parent shall provide: *(multiply the non-custodial parent's child support obligation by the number of years remaining until the youngest child turns 21)*

CUSTOMER SIGNATURE HERE: _____

INFORMATION PAGE


CASES WITH SUPPORT COLLECTION UNIT!

IF you chose to have your spouse pay your child support and or alimony through the Support Collection Unit, there will be an additional filing separate from your divorce filing. We are able to do this separate filing for you for an additional fee of \$49.00 which is payable when you get started.

- Yes**, have We The People do this filing for the additional \$49 fee.
- No**, I will do this filing on my own.

CUSTOMER SIGNATURE HERE: _____

ASSETS & DEBTS

 For the division of assets & debts in your Agreement, please complete the following questions or write “NONE”.

DEBTS:

(IF NONE, PLEASE WRITE “NONE” IN THE BOX BELOW)

NAME OF CREDITOR:	ACCOUNT #: (Last 4 ONLY)	APPROXIMATE BALANCE:	GOES TO: YOU/YOUR SPOUSE
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	

AUTOMOBILES:

(IF NONE, PLEASE WRITE “NONE” IN THE BOX BELOW)

VEHICLE - YEAR/MODEL	GOES TO: (YOU/YOUR SPOUSE)
1.	
2.	
3.	

CUSTOMER SIGNATURE HERE: _____

BANK ACCOUNTS & FINANCIAL ASSETS:

(IF NONE, PLEASE WRITE "NONE" IN THE BOX BELOW)

NAME OF BANK ACCOUNT, BROKERAGE, FUND, STOCK, ETC.:	ACCOUNT #: (Last 4 ONLY)	APPROXIMATE BALANCE	GOES TO: YOU/YOUR SPOUSE
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	

BUSINESS INTERESTS:

(IF NONE, PLEASE WRITE "NONE" IN THE BOX BELOW)

NAME OF BUSINESS	GOES TO: (YOU/YOUR SPOUSE)
1.	
2.	

CUSTOMER SIGNATURE HERE: _____

PENSION PLANS (DEFINED BENEFIT PLANS):

OPTION #1: (NEITHER PARTY HAS A PENSION OR DEFINED BENEFIT PLAN)

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

OPTION #2: (KEEPING OUR OWN PENSION OR DEFINED BENEFIT PLAN!)

The **PLAINTIFF** has a pension plan(s) and the PLAINTIFF's pension plan(s) shall **NOT** be divided.

The **DEFENDANT** has a pension plan(s) and the DEFENDANT'S pension plan(s) shall **NOT** be divided.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

☞ OPTION 3 below is used if the Pension(s) are to be divided by a QDRO (Qualified Domestic Relations Order)

☞ We The People does not prepare QDRO paperwork but we can refer you to a QDRO preparation service.

☞ **NOTICE:** Initiating the QDRO process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

OPTION #3: (DIVIDING PENSIONS OR DEFINED BENEFIT PLANS!)

The PLAINTIFF has a pension plan with _____,

ID#: _____, and this pension plan shall be divided via a Qualified Domestic Relations Order (QDRO) at a later date. The DEFENDANT shall be entitled to receive 50% of that portion of the other party's vested accrued benefit under the "Plan", calculated as of the Determination Date (defined below), which is determined by the formula (a/b), where a = the number of months of Service Credit earned by the PLAINTIFF under the Plan during the marriage, from the date of the marriage, until the **commencement of the divorce action** between the parties, and b = the number of months of Service Credit earned by the PLAINTIFF under the Plan in total, up to the date the other party elects, in accordance with Plan procedures, to commence receiving their share of the PLAINTIFF's vested accrued benefit under the Plan (such date shall be known as the "Determination Date").

The DEFENDANT has a pension plan with _____,

ID#: _____, and this pension plan shall be divided via a Qualified Domestic Relations Order (QDRO) at a later date. The PLAINTIFF shall be entitled to receive 50% of that portion of the other party's vested accrued benefit under the "Plan", calculated as of the Determination Date (defined below), which is determined by the formula (a/b), where a = the number of months of Service Credit earned by the DEFENDANT under the Plan during the marriage, from the date of the marriage, until the **commencement of the divorce action** between the parties, and b = the number of months of Service Credit earned by the DEFENDANT under the Plan in total, up to the date the other party elects, in accordance with Plan procedures, to commence receiving their share of the DEFENDANT's vested accrued benefit under the Plan (such date shall be known as the "Determination Date").

CUSTOMER SIGNATURE HERE: _____

RETIREMENT SAVINGS PLANS (DEFINED CONTRIBUTION PLANS):

OPTION #1:

(NEITHER PARTY HAS RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

☞ **IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!**

OPTION #2:

(KEEPING OUR OWN RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)

[Including but not limited to: IRA, 401(k), 403(b), Annuity, Profit Sharing Plan, SEP IRA, Keogh, etc.]

The **PLAINTIFF** has a retirement savings plan(s) and the PLAINTIFF's a retirement savings plan(s) shall **NOT** be divided.

The **DEFENDANT** has a retirement savings plan(s) and the DEFENDANT'S a retirement savings plan(s) shall **NOT** be divided.

☞ **IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!**

☞ **NOTICE:** Initiating the QDRO process while your divorce is pending will help avoid QDRO rejection or complications due to late filing.

OPTION #3:

(DIVIDING RETIREMENT SAVINGS PLANS OR DEFINED CONTRIBUTION PLANS!)

The **PLAINTIFF** has a retirement savings plan "**The Plan**" with _____, ID#: _____, and the DEFENDANT shall receive the following portion of the other party's vested accrued retirement savings under "The Plan", the sum of \$_____, plus the share of "The Plan's" net investment yield associated with said sum from "The Plan's" Valuation Date next preceding the commencement of the divorce action between the parties. The parties agree that the Plaintiff shall cooperate with the Defendant in executing any documents necessary to effectuate this agreement. In the event that a Domestic Relations Order shall be necessary to effectuate the transfer of these funds the parties shall equally share the cost of such.

The **DEFENDANT** has a retirement savings plan "**The Plan**" with _____, ID#: _____, and the PLAINTIFF shall receive the following portion of the other party's vested accrued retirement savings under "The Plan", the sum of \$_____, plus the share of "The Plan's" net investment yield associated with said sum from "The Plan's" Valuation Date next preceding the commencement of the divorce action between the parties. The parties agree that the Defendant shall cooperate with the Plaintiff in executing any documents necessary to effectuate this agreement. In the event that a Domestic Relations Order shall be necessary to effectuate the transfer of these funds the parties shall equally share the cost of such.

CUSTOMER SIGNATURE HERE: _____

HOME OWNERSHIP - REAL PROPERTY

OPTION #1: Neither party owns any real property!

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

OPTION #2: There is no real property subject to equitable distribution!

☞ We do not want to include our real estate in our agreement. Any real property currently owned by either party or by the parties is currently clearly titled in the manner that the parties want it to stay, and no transfer or judicial adjudication is required regarding any real property currently owned by either party or by the parties. ☞ If you choose this option, skip the rest of this page!!!

OPTION #3: The Parties own a home/land together at the following address:

ADDRESS: _____.

OPTION A (KEEP 50/50):

YOU and YOUR SPOUSE agree to keep ownership of the property 50% - 50% between the parties, and No Mortgage or Keep Mortgage 50/50 or YOU will re-fi or YOUR SPOUSE will re-fi.

OPTION B (SOLE OWNERSHIP):

YOU OR YOUR SPOUSE shall be the sole owner of the property, and the other party agrees to execute all necessary documents to transfer ownership of the property as needed, and all parties shall duly execute all documents necessary to formally transfer title to the property to the other party, including, without limitation, an appropriate deed or other conveyance of title, and all other forms necessary to record such deed or other title documents (including the satisfaction or refinance of any mortgage if necessary) to convey ownership of the property no later than the following DATE: _____, and No Mortgage or YOU will re-fi the mortgage or YOUR SPOUSE will re-fi the mortgage

OPTION C (BUY-OUT) :

YOU OR YOUR SPOUSE shall buy the property from the other party for the agreed amount of \$ _____ OR AN AMOUNT TO BE DETERMINED AT A LATER DATE, and the selling party agrees to execute all necessary documents to transfer ownership of the property as needed, AND the purchase of the property shall take place no later than the following date: DATE: _____, and No Mortgage or YOU will re-fi the mortgage or YOUR SPOUSE will re-fi the mortgage

OPTION D (SELL THE PROPERTY):

YOU and YOUR SPOUSE agree that the property is to be placed up for sale no later than: DATE: _____, and YOU and YOUR SPOUSE agree to divide the proceeds from the sale as follows: YOU _____% YOUR SPOUSE _____%.

OPTION E (OTHER AGREEMENT):

YOU and YOUR SPOUSE specifically agree as follows regarding the jointly owned property:

CUSTOMER SIGNATURE HERE: _____

APARTMENT - RENTED HOME:

OPTION #1: NO RENTED HOME

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

OPTION #2: *PLAINTIFF* shall have possession of the rented marital residence, located at the following address: _____.

PLAINTIFF agrees to be responsible for all costs related to the residence, and the PLAINTIFF agrees to remove the DEFENDANT from the lease as soon as possible.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

OPTION #3: *DEFENDANT* shall have possession of the rented marital residence, located at the following address: _____.

DEFENDANT agrees to be responsible for all costs related to the residence, and the DEFENDANT agrees to remove the PLAINTIFF from the lease as soon as possible.

☞ IF YOU CHOOSE THIS OPTION, SKIP THE REST OF THIS PAGE!!!

OPTION #4 PLAINTIFF and DEFENDANT have a rented marital residence located at the following address: _____.

PLAINTIFF & DEFENDANT AGREE AS FOLLOWS REGARDING THE RENTED MARITAL RESIDENCE:

(If you have a specific agreed upon move out date for the party who is vacating, be sure to indicate that date below)

CUSTOMER SIGNATURE HERE: _____

OTHER ASSETS & STUFF & PERSONAL PROPERTY:

PERSONAL PROPERTY ITEMS (i.e.: furniture, TV, pets, etc.)	GOES TO: (YOU/YOUR SPOUSE)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	