Title	Child Support: Stipulation and Waiver of Unassigned Child Support Arrearage (approve new form FL-626)
Summary	The proposed new form would assist judicial officers in ensuring that a parent is making a knowing waiver of child support arrearage in cases in which the arrearage is unassigned, and educate the parent about the waiver.
Source	Family and Juvenile Law Advisory Committee
Staff	Michael Wright, 415-865-7619, michael.wright@jud.ca.gov Ruth McCreight, 415-865-7666, ruth.mccreight@jud.ca.gov Rita Mah, 415-865-7670, rita.mah@jud.ca.gov
Discussion	*Stipulation and Waiver on Unassigned Child Support Arrears (Governmental) (proposed new Form FL-626)* would improve administration of child support cases by educating a parent making a waiver of child support arrearage in unassigned cases, and would assist the judicial officer in securing knowing waivers, when they are made. Child support commissioners suggested the creation and approval of this form. Examples of circumstances in which a parent may waive a support arrearage include a parent accepting a lump sum payment that is less than the total amount of the arrearage owed, in order to have the funds available for immediate use. A parent may also waive a support arrearage for a time period when the child was actually living with the parent who was ordered to pay support.
	Attachments

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, state bar number, and address)*:	*FOR COURT USE ONLY*
TELEPHONE NO. *(Optional)*: FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*:	**DRAFT - 4** **3/25/03**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT: OTHER PARENT:	
STIPULATION ON UNASSIGNED ARREARS AND ORDER (GOVERNMENTAL)	CASE NUMBER:

INSTRUCTIONS: Fill out this form if you wish to give up your right to past due support that is owed to you. If you have any questions about the possible consequences of your waiver, ask an attorney. If you have any questions about your case or the information on this form, ask the local child support agency or the Family Law Facilitator.

RIGHT TO AN ATTORNEY:

1. I understand that I have the right, at my expense, to be represented by an attorney in connection with these proceedings.

AMOUNT OF PAST DUE SUPPORT:

2. I understand that the paying parent owes the following past due support:

   a. **NON-Aid Arrears (these are the amounts owed personally to me):**

   CHILD SUPPORT: $_____principal, $_____interest.

   SPOUSAL/FAMILY SUPPORT: $_____principal, $_____interest.

   b. **Aid arrears (these are the amounts assigned and owed to a public agency):**

   CHILD SUPPORT: $_____principal, $_____interest.

3. I understand that I cannot give up the right to collect aid arrears. I further understand that I cannot give up the right to future child support.

NO STATUTE OF LIMITATIONS OR LACHES DEFENSES:

4. I understand that the amounts owed me for non-aid arrears remain owed until paid. There is no statute of limitations for the collection of past due support. There is no defense to payment based on delay in collecting support.

CONTINUING COLLECTION EFFORTS

5. All efforts for collection or enforcement of the amounts past due may be used until the past due support is paid in full, including, but not limited to, wage assignments, levy on assets, tax refund interception, license suspension and contempt. I understand that a waiver of support will stop all collection efforts for the support waived.

RIGHT TO DETERMINATION OF DISPUTED PAST SUPPORT:

6. If the amount of past due support is unknown or uncertain, I understand that I have the right to have the local child support agency review and audit the amount due, including all amounts ordered and all payments and credits made. In the event either party is not satisfied with the agency's audit, I understand I have the right to have a Court hearing to judicially determine the amount due.

CONSEQUENCES OF WAIVING PAST SUPPORT:

7. I understand that once I give up my right to past due support, I can never request payments of the amounts given up or return to the local child support agency or Court and request reinstatement of the amounts given up, UNLESS I have specifically retained the right to do so in Section 14 below.

8. Except as specifically set forth below, I have not been promised anything by the paying parent, the local child support agency, the court, or anyone else, in order to force me to give up amounts owed to me.

9. I have not been threatened in any way (physically, emotionally, legally or otherwise) by the paying parent, the local child support agency, the court, or anyone else, in order to force me to give up amounts owed to me.

10. I have had sufficient time to think about this agreement, to reflect upon it, and to discuss it with any and all advisors, counselors and/or attorneys of my choosing.

11. I have thought about and considered both my and the paying parents respective financial circumstances.

12. I have thought about and considered my and the child's or children's best interests in deciding to give up these child support arrearages.

WAIVER OF PAST DUE SUPPORT:

13. With the foregoing in mind, I give up my right to all of the following past due support owed to me:

CHILD SUPPORT: $_____principal, $_____interest.

SPOUSAL/FAMILY SUPPORT: $_____principal, $_____interest.

The support principal stated above was due for the following time period:

From _____/_____to _____/_____

CONDITIONS OF WAIVER (OPTIONAL)

14. My waiver of past due support is conditioned on the paying parent's agreements set forth below. If the paying parent fails to perform any condition, then this waiver is NULL and VOID and of no force or effect whatsoever. Specific conditions of my waiver are as follows:

a. Conditions of My Waiver (*i.e., lump sum payment, timely payment of current support, etc.)*:

_____
_____
_____
_____
_____
_____

(See Attachment 14a) _____
(INITIALS)

15. I understand that the local child support agency does not represent me or the other party in this matter. I have not been given any legal advice from this agency, or any of its attorneys, or the family law facilitator, in giving up my right the past due support.

16. This form contains the entire understanding and agreement of the parties, and there have been no verbal or other written promises or conditions by anyone, except as stated in this form.

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (SIGNATURE OF PERSON/PARTY WAIVING PAST SUPPORT)

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (SIGNATURE OF PAYING PARENT)

ATTORNEY'S STATEMENT

I am the attorney of record for the party identified below. I have gone over this form and any addendum with my client. I have explained each provision of this form to my client and answered the client's questions with regard to this form. I have discussed the facts of the case with my client and possible alternatives to and conditions for waiver. I have explained the consequences of the waiver and benefits and detriments of any agreement.

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (SIGNATURE OF WAIVING PARTY'S ATTORNEY)

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (SIGNATURE OF PAYING PARENT'S ATTORNEY)

LOCAL CHILD SUPPORT AGENCY

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (SIGNATURE OF ATTORNEY FOR LOCAL CHILD SUPPORT AGENCY)

INTERPRETER'S STATEMENT (If Applicable)

I, having been sworn or having a written oath on file, certify that I truly translated this form to the parties in the language indicated below. The parties have stated that each of them understands the contents of this form, and then (s)he initialed and signed the form.

Language: ☐ Spanish ☐ Other (*specify*): _____

Date:

_____ ▶ _____

(TYPE OR PRINT NAME OF INTERPRETER) (SIGNATURE OF INTERPRETER)

COURT'S FINDINGS AND ORDER

The Court, having reviewed and considered this form, and any addendum, finds that the parent owed support has expressly, knowingly, understandingly and intelligently waived past due support as more specifically set forth in this form. The Court accepts this waiver, approves it, and orders that all further enforcement is terminated as to the waived support.

Date:

_____ ▶ _____

(TYPE OR PRINT NAME) (JUDICIAL OFFICER OF THE SUPERIOR COURT)