

Family Law

Exam# \_\_\_\_\_

Semester II, 2005

UNM School of Law  
Final Examination  
Three Credits

Professor Sedillo Lopez

### INSTRUCTIONS

THIS IS A CLOSED BOOK EXAMINATION. YOU MAY NOT TAKE ANY MATERIAL WITH YOU INTO THE EXAM ROOM AND YOU MAY NOT CONSULT ANYTHING DURING THE EXAMINATION.

Answer each question fully. Use relevant statutes, case law and policy considerations to analyze each problem thoroughly. Do not simply express your opinion.

The time suggested for each question roughly reflects its weight in grading. Note that the time suggested adds up to three hours exactly.

Clearly identify your answers in your bluebooks. Please write or type neatly and on only one side of each blue book page. Clarity of expression will improve your score.

Attached are Worksheet A and Worksheet B and the New Mexico Child Support tables for your convenience.

GOOD LUCK!!!

END OF INSTRUCTIONS

[Exam begins on next page]

## Question One (100 minutes)

Camilla and Charles were very close friends throughout their high school years. During junior prom, they made an agreement to marry each other if they had not found someone else by the age of 30. They both attended the University of New Mexico, where Camilla majored in business and Charles majored in music education. During Charles's junior year in college, he proposed that he and Camilla get married. Other than their chaste date for junior prom, Charles and Camilla had never become romantically involved (though Camilla had always hoped their friendship would evolve into a more intimate relationship) so Camilla was somewhat surprised by the proposal. As they talked over the proposal, however, it became clear that Charles's desire to marry was solely for the purpose of satisfying a condition of Charles's father's trust, in which Charles had to marry by age 22 in order for the trust to end and the principle to be distributed to him. Even so, Camilla accepted his proposal, all the while thinking that once they were married she would be able to change his heart and that their marriage would flourish. The couple applied for and properly obtained a license.

In the week before the wedding, Charles spoke to Camilla about their financial arrangements. He explained to her that he had no real assets. He had financed his education thus far through student loans, which he expected to pay off when the trust was settled. While Charles was aware that Camilla had obtained a merit scholarship providing for her tuition, books, and a substantial stipend for all four years of college, he did not ask nor did she tell him that she also had a small portfolio of stock (about \$25,000) given to her by her aunt upon graduation from high school. Charles and Camilla agreed that they would move into Charles's apartment and Camilla would contribute her stipend to support them both for their final year of college.

Charles then presented Camilla with a pre-nuptial agreement in which they agreed that they would split all property acquired by either during the marriage, regardless of the source, with 70 percent to Charles and 30 percent to Camilla. Charles explained how grateful he was to Camilla and that this agreement was simply his way of saying thank you by insuring that she would have a right to some of his trust proceeds which would otherwise be his separate property. Camilla resisted signing the agreement, saying that she loved him and didn't need to be paid to marry him and hoped that their relationship would last beyond college. Charles insisted, however, that she sign the agreement, so she consented. She never disclosed her own assets to Charles. The next day, they were married in a ceremony presided over by a local judge.

### Part One

Assume that Charles has come to you for legal advice. Charles's uncle, the trustee of his father's trust has indicated that he will challenge the validity of the marriage in order to contest the distribution of the trust. Charles wants to know if the uncle can challenge the marriage and what Charles can do to insure that the challenge will be unsuccessful.

Advise him.

## Part Two

Notwithstanding your answer to part one, assume that the uncle decided not to challenge the marriage after all, and Charles received the principle from the trust upon his marriage. He paid off his student loans and he had about \$500,000 left, most of which he invested in a real estate partnership in his name alone. The income from the partnership is about \$25,000 annually. Charles had the income automatically deposited in a joint tenancy bank account under both Camilla and Charles's name. They both wrote checks on the account and used the money for expenditures for their apartment rent and other necessities.

Camilla and Charles graduate from college and, much to Camilla's delight, Charles appears to have no plans to leave their marriage. They have continued to act as best friends and confidants, though Camilla is somewhat confused by Charles's apparent lack of interest in her sexually. Camilla had always viewed their prenuptial agreement as a symbol of Charles's desire to eventually divorce, so she was especially comforted when he agreed to formally rescind the agreement on their second wedding anniversary. They tore the original agreement up over a glass of wine. Charles, however, has a copy of the agreement in his safe deposit box in which he also has kept a \$10,000 diamond necklace given to him by his grandmother at the time of their marriage. Camilla is unaware of the safe deposit box, the necklace, and the copy of the agreement.

Charles and Camilla both wanted to pursue advanced degrees, Camilla in law and business and Charles in music. They decided that they would both begin their studies at UNM, living off Charles's investment income and Camilla's scholarships, along with whatever part-time work each could find. However, during Camilla's first year of law school, she became pregnant, and when their son Junior was born, Charles decided that he would prefer to postpone his formal studies and stay home with the baby and try his hand at composing music. Camilla could then complete her degree and establish her legal practice. Charles is very close to Junior. Camilla adores the child, but because of her schedule, she has not spent as much time with him as Charles has.

Camilla graduated with honors and \$55,000 in student loans. She joined a prominent firm and is practicing plaintiff's worker's compensation work and employment law. She earns about \$70,000 per year, plus an annual bonus based on how well the firm has done over the past year. After two years in the law practice, Camilla told Charles that she has decided that she would like to establish a solo practice. She knows that her income would likely drop to about \$40,000 for the first few years, but she believes it will go up over time. Most important to her, however, is the ability to control her own business and make her own decisions. In addition, she believes that the move will allow her to spend more time with her four and a half year old son. She also talked to Charles about having a sibling for Junior.

Camilla has kept her stock portfolio in her own name, reinvesting automatically all the dividends generated. The portfolio has grown dramatically, and is now worth about \$50,000. Except for a few small withdrawals she used for personal matters (she used one withdrawal to pay for an abortion, the result of a pregnancy from a brief affair) she has let the portfolio grow. She has never revealed its existence to Charles. She has deposited all her income from her practice in their joint bank account. They have only paid about \$5,000 toward Camilla's student loans.

The current value of Charles's real estate partnership is still approximately \$500,000. All income generated by the real estate partnership has gone into Camilla and Charles's joint bank

account. Last year, Charles purchased a boat and a truck to tow it and made stock investments that amount to approximately \$50,000 using funds from the joint bank account and virtually depleting their checking and savings accounts. On each of these investments and purchases, Charles acquired title in his name only.

While boating at Conchas Lake last summer, Charles met Pat, a man with whom he has initiated an intimate relationship. Charles recently took the diamond necklace out of his safe deposit box and had it reset in a stunning ring setting. The jeweler charged \$500 for the resetting. Charles presented the ring to Pat as a gift. Camilla found out about Pat about six weeks ago and when she saw the ring Charles had given him, she became very angry and then deeply depressed. She began to hit Charles and Charles defended himself by physically restraining her. She is currently under psychiatric care and taking anti-depressants. She has been diagnosed with situational depression and post-traumatic stress disorder. While she is on medical leave from her firm, the firm has indicated that they would like her to return once she is better. She has not revealed her plans to leave the firm to the firm partners. Their medical insurance plan does not adequately cover her psychiatric bills and her prescription medication, which is likely to be necessary for at least another year. Their insurance coverage is tied to her employment with the firm.

Charles would like to divorce Camilla, move in with Pat and he would like to have primary physical and legal custody of Junior.

Assuming that all of the above facts are now known to you, how would you advise Charles on the following issues:

- 1) Who owns what?
- 2) What is likely to happen should they divorce?

### **Question Two (50 minutes)**

Josie is a member of the Navajo Nation. She has a child support order issued by the Navajo Court. She and her 16-year-old daughter Kathereen reside for at least 6 months out of the year on the Navajo Nation. Kathereen's father, Bill moved from the reservation to the state of Neptunia shortly after the parties separated after a 10 year common law marriage, the last two years of which they lived all together on the reservation. Neptunia has adopted the Uniform Interstate Family Support Act (UIFSA). (This is of course, because the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 mandates, as a condition of receiving federal funding that the state adopt UIFSA).

The Navajo Court order provides that Bill pay \$1000 per month in child support for Kathereen until she reaches the age of majority. Assume for purposes of this question, that the age of majority on the Navajo Nation is 19. The age of majority in Neptunia is 18.

Josie registers her order pursuant to the provisions of UIFSA. The Child Support Enforcement Office in Neptunia has instituted a proceeding to withhold the child support from Bill's wages. Bill's employer has downsized and has reduced Daniel to part time work earning \$3000 per month (down from \$6000 per month). Further, Kathereen has become very angry with her father and has

refused to comply with visitation orders issued by the State of Neptunia, which Bill obtained at a time that Katherine had resided with him over the summer when she was 12. Up until the time Daniel obtained the visitation order giving him visitation of one week-end a month and 6 weeks in the summer, Jose and Bill had simply agreed on visitation informally. Josie had been served with the motion for visitation four years ago but had simply told Bill, "I agree that you have visitation, but I am not going to go to court about it, we have always worked it out on our own." Thus, she did not enter an appearance in the Neptunia proceeding and Bill received the visitation order from the court by default. Josie has been to Neptunia twice when she accompanied Katherine in traveling to have visitation with her father.

### **Part One**

Now that Bill has received a copy of a pleading entitled "Notice of Wage Withholding" Daniel has come to you to discuss his options concerning the child support and the visitation and custody issues. What are they?

### **Part Two**

Assume that Bill has a substantial amount of consumer debt (some allocated to him as part of the divorce, but most of it incurred after his separation from Josie.) His employer is continuing to downsize and he is very worried about losing his job. In addition to the child support provision, described above, assume that the marital settlement agreement incorporated into the Navajo Nation divorce decree provides:

"In recognition of the fact that Josie paid for Bill's college education, Bill agrees to pay Josie \$1000 per month until Josie remarries, graduates from an accredited institution of higher education, or either Bill or Josie dies and to pay the mortgage on the family home, which has been awarded to Josie."

Bill wants to know whether the payments to Josie would be likely to be discharged if he were to file a petition for bankruptcy in federal bankruptcy court. Analyze the issue for him.

### **Part Three**

Bill wants to know what his chances are if he tries to modify the provision and where he would have to file the motion for modification. Analyze the issue for him.

### **Question Three (30 minutes)**

*On March 28, 2004 Professor Hendrik Hartog delivered a lecture at the annual meeting of the Organization of American Historians. The following is an excerpt from the speech.*

[A]t all times over the past two centuries struggles over marriage have occurred on the terrain of American federalism...[F]our years ago I described that terrain as belonging to the past. In the 1940s the United States Supreme Court fully applied the Federal Constitution's Full Faith and Credit clause to divorces and remarriages carried out under one state's laws that violated the terms of another state's laws. Until then it was possible to be legally divorced and remarried in one state,

and a criminal bigamist in another. Thereafter, conservative divorce regimes could no longer sustain their control over any of their citizens who had the wherewithal to travel to a more liberal jurisdiction -- like a Nevada or a Virgin Islands. And then in the 1960s and 1970s, the Court applied the equal protection clause of the Fourteenth Amendment and an emerging conception of the right to privacy to numbers of state rules that shaped or impinged on marriage: in the Loving decision on miscegenation law, later in decisions on child support, on unmarried paternal rights, on child custody, and on the right to marry. And even with regard to subjects on which the Supreme Court did not rule, both state courts and state legislatures began to act as if the Federal equality and privacy provisions -- or their state constitutional equivalents -- applied. Nearly every state enacted no-fault divorce laws (or their equivalents) over the 1970s and 1980s and, with greater variations, some form of marital property reform. By the early 1990s it looked as if the terrain of American marriage had become largely uniform. It no longer mattered where you lived. Marriages anywhere were about the same as marriages everywhere in the United States.

Today, however, because of gay marriage, the questions and approaches that characterized marriage law over the past two centuries have regained their salience. Once again we confront all the complexities of a state-centered law of marriage, filled with local variations and differences. We have not yet created a new equivalent to the peculiar world of the late nineteenth and early twentieth centuries, when someone could be legally divorced and remarried in one state and a criminal bigamist in another. And because of the U.S. Supreme Court's Lawrence decision last term, that situated gay sodomy within the constitutional protections of the right to privacy, it seems unlikely that those who marry legally in one jurisdiction, say Massachusetts or the Netherlands, will face criminal penalties in another, say Utah or Alabama (though religious and secular officials who officiate in gay marriages in states that will not allow them will continue to run serious legal risks). But in other ways, the whole technical discourse of the conflict of laws, that required judges in one state to evaluate the portability and relevance of marital practices in another state, has regained the significance I thought it had permanently lost.

And for me, as a historian, the ironic result is a greater appreciation for what was at stake in those earlier conflicts on the terrain of American federalism. San Francisco Mayor Newsom's assertion of his authority to declare the constitutionality of same sex marriage finds any number of earlier analogues. Marriage has always been an institution about which local and state officials felt authorized to make constitutional claims about. The apparent force of the Full Faith and Credit clause that appeared to require conservative state officials to recognize divorces and remarriages made in more liberal jurisdictions was always qualified by a public policy limitation. That "limitation" held that where the public official determined that a strong public policy of the state was implicated (say, for example, a state's strong public policy against marital freedom) it was constitutionally permissible for the official to deny full faith and credit to the offending law or practice of the "bad" state. As a side note, and as a measure of the continuities that I have been exploring, it is worth mentioning that the Defense of Marriage Act is in its fundamentals a restatement of this very old public policy limitation.

There is an unattractive messiness to our present situation. It is likely that the question of gay marriage will continue to be fought out state by state, over questions of state legislative policy and state constitutional interpretation. It is likely that it will be many years before same sex married couples will be able to retain their identities and their privileges as married, if they move to

particular jurisdictions. And I find those likelihoods both unfair and wrong. And yet there seems to be no escape from that fate (I'm assuming of course that there will not be a Federal constitutional amendment of the sort that President Bush has proposed; nor will we see a U.S. Supreme Court decision in our lifetime that declares that a marriage law limited to heterosexuals is unconstitutional sex discrimination.).

For the foreseeable future, we will experience once again the capacity of the states to serve as what Brandeis called laboratories of experimentation. We will live in a nation in which some few places - Massachusetts, New York, New Jersey, California -- will fully enfranchise and recognize the equal claims of gay citizens, while other places will not. But over the long term, which may be a quite long term, the moral arc of change is towards a legal and political culture in which the question whom a person chooses to marry (putting aside questions of coercion and adult capacity) becomes a matter of inviolable personal freedom. And maybe a matter of rather less significance than it has today and has had throughout American history.

What are the public policy implications of Professor Hartog's observation about the states as "laboratories of experimentation" with regard to marriage law? Is this a good thing or a bad thing for our country? What do you think the U.S. Constitution has to say about this state of affairs?

**End of Examination**

## BASIC CHILD SUPPORT SCHEDULE

Both Parents' Combined Gross Monthly Income	Number of children					
	1	2	3	4	5	6
\$ 0 - 800	\$100	\$150	\$150	\$150	\$150	\$150
850	119	150	150	150	150	150
900	153	155	157	158	160	162
950	187	189	191	193	196	198
1,000	206	223	226	228	231	233
1,050	215	257	260	263	266	269
1,100	224	291	294	298	301	304
1,150	232	325	329	332	336	339
1,200	241	351	363	367	371	375
1,250	250	363	397	401	406	410
1,300	258	375	431	436	441	445
1,350	267	387	457	470	475	481
1,400	275	399	471	505	510	516
1,450	283	411	485	536	545	551
1,500	292	423	499	551	579	585
1,550	300	435	513	567	613	620
1,600	308	447	527	582	631	654
1,650	316	458	540	597	647	689
1,700	324	470	554	612	664	710
1,750	333	482	568	628	680	728
1,800	341	494	582	643	697	746
1,850	349	506	596	658	714	764
1,900	357	517	609	673	730	781



1,950	365	529	623	689	747	799
2,000	373	541	637	704	763	816
2,050	382	553	651	719	780	834
2,100	390	564	665	734	796	852
2,150	398	576	678	750	813	869
2,200	406	588	692	765	829	887
2,250	414	600	706	780	846	905
2,300	422	611	720	795	862	922
2,350	430	623	733	810	879	940
2,400	438	635	747	825	895	957
2,450	443	641	754	834	904	967
2,500	447	647	761	841	912	976
2,550	451	652	768	849	920	984
2,600	455	658	775	856	928	993
2,650	459	664	782	864	936	1,002
2,700	463	670	788	871	944	1,010
2,750	467	675	795	878	952	1,019
2,800	471	681	802	886	960	1,027
2,850	474	687	808	893	968	1,036
2,900	478	692	815	900	976	1,044
2,950	482	698	822	908	984	1,053
3,000	486	704	828	915	992	1,062
3,050	490	710	835	923	1,000	1,070
3,100	494	715	842	930	1,008	1,079
3,150	497	720	847	936	1,014	1,085
3,200	500	723	851	940	1,019	1,090
3,250	503	727	855	945	1,024	1,095
3,300	505	731	859	949	1,029	1,101

3,350	508	734	863	954	1,033	1,106
3,400	511	738	867	958	1,038	1,111
3,450	513	742	871	963	1,043	1,116
3,500	516	745	875	967	1,048	1,121
3,550	519	749	879	971	1,053	1,127
3,600	522	752	883	976	1,058	1,132
3,650	524	756	887	980	1,063	1,137
3,700	527	760	891	985	1,067	1,142
3,750	530	763	895	989	1,072	1,147
3,800	532	767	899	994	1,077	1,153
3,850	535	771	903	998	1,082	1,158
3,900	540	777	911	1,007	1,091	1,168
3,950	545	785	919	1,016	1,101	1,178
4,000	550	792	927	1,025	1,111	1,189
4,050	554	799	936	1,034	1,121	1,199
4,100	559	806	944	1,043	1,130	1,209
4,150	564	812	952	1,052	1,140	1,220
4,200	569	819	960	1,060	1,150	1,230
4,250	574	826	968	1,069	1,159	1,241
4,300	579	833	976	1,078	1,169	1,251
4,350	584	840	984	1,087	1,179	1,261
4,400	589	847	992	1,096	1,188	1,272
4,450	594	854	1,000	1,105	1,198	1,282
4,500	599	861	1,008	1,114	1,208	1,292
4,550	604	868	1,016	1,123	1,217	1,303
4,600	608	875	1,024	1,132	1,227	1,313
4,650	612	880	1,030	1,139	1,234	1,321
4,700	615	885	1,036	1,145	1,241	1,328

4,750	619	890	1,042	1,152	1,248	1,336
4,800	622	895	1,048	1,158	1,256	1,344
4,850	625	900	1,054	1,165	1,263	1,351
4,900	629	905	1,060	1,172	1,270	1,359
4,950	632	910	1,066	1,178	1,277	1,367
5,000	635	915	1,072	1,185	1,284	1,374
5,050	639	920	1,078	1,192	1,292	1,382
5,100	642	926	1,085	1,199	1,300	1,391
5,150	646	931	1,092	1,206	1,308	1,399
5,200	650	937	1,098	1,214	1,316	1,408
5,250	654	942	1,105	1,221	1,324	1,416
5,300	657	948	1,112	1,228	1,332	1,425
5,350	661	954	1,119	1,236	1,340	1,433
5,400	666	960	1,126	1,244	1,349	1,443
5,450	671	967	1,134	1,253	1,358	1,453
5,500	675	973	1,141	1,261	1,367	1,463
5,550	680	980	1,149	1,269	1,376	1,472
5,600	685	987	1,156	1,278	1,385	1,482
5,650	690	993	1,164	1,286	1,394	1,492
5,700	695	1,000	1,171	1,294	1,403	1,501
5,750	700	1,007	1,179	1,303	1,412	1,511
5,800	704	1,013	1,186	1,311	1,421	1,521
5,850	709	1,020	1,194	1,319	1,430	1,530
5,900	714	1,027	1,201	1,328	1,439	1,540
5,950	719	1,033	1,209	1,336	1,448	1,549
6,000	724	1,040	1,216	1,344	1,457	1,559
6,050	728	1,047	1,224	1,353	1,466	1,569
6,100	733	1,053	1,232	1,361	1,475	1,579

6,150	738	1,060	1,240	1,370	1,485	1,589
6,200	742	1,067	1,247	1,378	1,494	1,599
6,250	747	1,073	1,255	1,387	1,504	1,609
6,300	751	1,080	1,263	1,396	1,513	1,619
6,350	756	1,087	1,271	1,405	1,523	1,629
6,400	760	1,093	1,279	1,413	1,532	1,639
6,450	765	1,100	1,287	1,422	1,541	1,649
6,500	770	1,107	1,295	1,431	1,551	1,660
6,550	774	1,113	1,303	1,439	1,560	1,670
6,600	779	1,120	1,311	1,448	1,570	1,680
6,650	783	1,127	1,318	1,457	1,579	1,690
6,700	788	1,133	1,326	1,466	1,589	1,700
6,750	792	1,140	1,334	1,474	1,598	1,710
6,800	797	1,147	1,342	1,483	1,607	1,720
6,850	802	1,153	1,350	1,492	1,617	1,730
6,900	806	1,160	1,358	1,500	1,626	1,740
6,950	811	1,167	1,366	1,509	1,636	1,751
7,000	815	1,173	1,374	1,518	1,645	1,761
7,050	820	1,180	1,382	1,527	1,655	1,771
7,100	824	1,187	1,389	1,535	1,664	1,781
7,150	828	1,193	1,396	1,543	1,673	1,789
7,200	832	1,198	1,403	1,550	1,680	1,798
7,250	836	1,203	1,409	1,557	1,688	1,806
7,300	840	1,209	1,416	1,564	1,696	1,814
7,350	843	1,214	1,422	1,572	1,704	1,823
7,400	847	1,220	1,429	1,579	1,711	1,831
7,450	851	1,225	1,435	1,586	1,719	1,839
7,500	855	1,231	1,442	1,593	1,727	1,847

7,550	858	1,236	1,448	1,600	1,735	1,856
7,600	862	1,241	1,455	1,607	1,742	1,864
7,650	866	1,247	1,461	1,614	1,750	1,872
7,700	869	1,252	1,467	1,622	1,758	1,881
7,750	873	1,258	1,474	1,629	1,766	1,889
7,800	877	1,263	1,480	1,636	1,773	1,897
7,850	881	1,269	1,487	1,643	1,781	1,905
7,900	884	1,274	1,493	1,650	1,789	1,914
7,950	888	1,279	1,500	1,657	1,797	1,922
8,000	892	1,285	1,506	1,665	1,804	1,930

For gross monthly income greater than \$8,000, multiply gross by the following percentages:

11% 16.1% 18.8% 20.8% 22.6% 24%.

WORKSHEET A - BASIC VISITATION

\_\_\_\_\_ JUDICIAL DISTRICT COURT

COUNTY OF \_\_\_\_\_

STATE OF NEW MEXICO

NO. \_\_\_\_\_

\_\_\_\_\_,

Petitioner,

vs.

\_\_\_\_\_,

Respondent.

MONTHLY CHILD SUPPORT OBLIGATION

	Custodial Parent	+ \$	Other Parent	= \$	Combined
1. Gross Monthly Income	\$ _____		\$ _____		= \$ _____

2. Percentage of Combined Income  
(Each parent's income divided by  
combined income) \_\_\_\_\_% + \_\_\_\_\_% = 100%

3. Number of Children \_\_\_\_\_

4. Basic Support from Schedule  
(Use combined income from Line 1) = \_\_\_\_\_

5. Children's Health and  
Dental Insurance Premium \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

6. Work-Related Child Care \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

7. Additional Expenses \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

8. Total Support (Add Lines 4, 5, 6 and 7 for each parent and for combined  
column) \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

9. Each Parent's Obligation  
(Combined Column Line 8 x each  
parent's Line 2) \_\_\_\_\_

10. Enter amount for each parent  
from Line 8 - \_\_\_\_\_ - \_\_\_\_\_

11. Each parent's net obligation  
(Subtract Line 10 from Line 9 for  
each parent). \_\_\_\_\_ Other Parent  
pays Custodial  
Parent this Amount

\_\_\_\_\_ PAYS \_\_\_\_\_ EACH MONTH  
\$ \_\_\_\_\_

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Respondent's Signature

Date: \_\_\_\_\_  
\_\_\_\_\_

**BASIC VISITATION**

**SHARED RESPONSIBILITY**

**WORKSHEET B**

\_\_\_\_\_ JUDICIAL DISTRICT COURT  
COUNTY OF \_\_\_\_\_  
STATE OF NEW MEXICO  
NO. \_\_\_\_\_

\_\_\_\_\_  
Petitioner,  
vs.

\_\_\_\_\_  
Respondent.

**MONTHLY CHILD SUPPORT OBLIGATION**

	Mother	Father	Combined
Part 1 - Basic Support:			
1. Gross Monthly Income	\$ _____	\$ _____	\$ _____
2. Percentage of Combined Income (Each parent's income divided by combined income)	_____	+ _____	= _____ 100%
3. Number of Children	_____		
4. Basic Support from Schedule (Use combined income from Line 1)		= _____	
5. Shared Responsibility Basic Obligation (Line 4 x 1.5)		_____	

6. Each Parent's Share (Line 5 x each parent's Line 2) \_\_\_\_\_

7. Number of 24 hour days with each parent (must total 365) \_\_\_\_\_ + \_\_\_\_\_

8. Percentage with each parent (Line 7 divided by 365) \_\_\_\_\_ + \_\_\_\_\_ 100%

9. Amount retained (Line 6 x Line 8 for each parent) \_\_\_\_\_

10. Each Parent's Obligation (subtract Line 9 from Line 6) \_\_\_\_\_

11. Amount Transferred (subtract smaller amount on Line 10 from larger amount on Line 10.) Parent with larger amount on Line 10 pays other parent the difference. \_\_\_\_\_

Part 2 - Additional Payments:

12. Children's Health and Dental Insurance Premium \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

13. Work-Related Child Care \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

14. Additional Expenses \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

15. Total Additional Payments (Add Lines 12, 13 and 14 for each parent and for combined column) \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

16. Each Parent's Obligation (Combined Column Line 15 x each parent's Line 2) \_\_\_\_\_

17. Amount transferred (Subtract each parent's Line 16 from his Line 15). Parent with "minus" figure pays that amount to other parent. \_\_\_\_\_

Part 3 - Net Amount Transferred:

18. Combine Lines 11 and 17 by addition if same parent pays on both lines, otherwise by subtraction. \_\_\_\_\_

\_\_\_\_\_ PAYS \_\_\_\_\_ EACH MONTH  
 \$ \_\_\_\_\_



Petitioner's Signature  
Date: \_\_\_\_\_

Respondent's Signature

## SHARED RESPONSIBILITY

Line 5. Shared Responsibility Basic Obligation:

Multiply the basic obligation on Line 4 by 1.5.