



DISSOLUTION, LEGAL SEPERATION, ANNULMENT QUESTIONNAIRE

Please complete this questionnaire to the best of your knowledge and as much as possible.

We will contact you if there's any items left blank that require a response.

SECTION 1: TYPE OF CASE (Check One)

- New Divorce
- Finish Existing Divorce
- New Legal Separation
- Finish Existing Legal Separation

Please Check One: Reason of Divorce / Separation:

Dissolution of marriage based on (check one, if applicable)

- Irreconcilable Differences (Family Code Section 2301 (a))
- Incurable Insanity (Family Code Section 2310 (b))

Nullity of Void marriage based on (check one, if applicable)

- Incestuous Marriage (Family Code Section 2200)
- Bigamous Marriage (Family Code Section 2201)

Nullity of Voidable marriage based on (check one, if applicable)

- Petitioner's age at time of Marriage (Family Code Section 2210 (a))
- Prior Existing Marriage (Family Code Section 2220 (b))
- Unsound Mind (Family Code Section 2220 (c))
- Fraud (Family Code Section 2220 (d))
- Force (Family Code Section 2220 (e))
- Physical Incapacity (Family Code Section 2220 (f))

Legal Separation based on (check one if applicable)

- Irreconcilable Differences (Family Code Section 2301 (a))
- Incurable Insanity (Family Code Section 2310 (b))

- *Please send a copy of your:* California Driver's License or Identification Card and two most recent paycheck stubs, if currently employed.
- *Only for an existing case provide a copy of the:* Summons, Petition, Proof of Service of Summons, and/ or any other documents filed with the court.

SECTION 2: PETITIONER'S INFORMATION: (Person Filing)

Name: _____

Address: _____

How long have you had resided in current county? _____

How long have you resided in the State of CA? _____

Phone: _____

Do you want your personal address / phone confidential? **Yes** [] **No** []

Date Of Birth: _____ Age: _____

Active Military: **Yes** [] **No** []

Name & Address of Your Employer:

Your Occupation: _____

Gross Monthly Earnings: \$ _____

Check One: Do you receive any of the following types of AID? Yes [] No []

CalWORKS (AFDC), SSI, SSP, Food Stamps, General Relief (G.R.) OR General Assistance (G.A.) SSA,

Disability, Pension, VA Compensation, Worker's Comp, Retirement, Unemployment

Highest year of education: _____

Total of minor children from other relationships you legally support? _____

Is Wife currently pregnant? **Yes** [] **No** []

Total number of minor children born prior to marriage with spouse: _____

Has a Voluntary Declaration Of Paternity been signed? **Yes** [] **No** []

Is this an Agreed Divorce or Separation? Check Yes or No:

Yes [] My spouse and I expect to agree to the terms and conditions of our divorce.

No [] My spouse and I do not have an agreement and the proceeding may be contested.

Previously filed for a Divorce of this marriage? **Yes** [] **No** []

Date of Marriage: _____ Years _____ Months

Approximate Date of Separation: _____

Do you want to return to your former name? (if applicable) **Yes** [] **No** []

If yes, what's your former name? _____

LIST ALL PERSONS / MINOR CHILDREN LIVING IN YOUR HOME AND THEIR INCOME:

Name	Child Birth Place	Age / Child DOB	SSN Child	Relationship	Gross Income

SECTION 3: RESPONDENT'S INFORMATION: (Spouse's Information, Write UNKOWN, if unsure)

Name: _____

Address: _____

How long has he / she resided in current county? _____

How long has he / she resided in the State of CA? _____

Phone: _____

DOB: _____ Age: _____

Active Military: Yes [] No []

Name & Address of Respondent's Employer:

Respondent's Occupation: _____

Gross Monthly Earnings: \$ _____

RESIDENCY REQUIREMENTS: (check applicable) Wife [] Husband []

Has resided in California for at least 6 months and in this county for at least 3 months.

IF NO MINOR CHILDREN SKIP TO: SECTION 6 -2. – SPOUSAL SUPPORT

SECTION 4: CUSTODY ISSUES: (Decide how you wish to split custody of your minor children with your spouse.)

Legal (Legal Decisions) Petitioner [] Respondent [] Joint [] Other []

Legal Custody: Parent (s) have the right and responsibility to make decisions relating to the child's health, education, and welfare.

Physical (Residence) Petitioner [] Respondent [] Joint [] Other []

Physical Custody: Child lives with and be under the supervision of the parent, subject to the power of the court to order visitation for the other parent.

Primary Caretaker: Petitioner [] Respondent [] Joint [] Other []

Primary Caretaker: Often used instead of using the term "Sole Physical Custody" as it has a similar legal meaning but doesn't have the implication that only one parent has the child.

LOCATION OF YOUR CHILDREN FOR THE LAST 5 YEARS:

From – To	Person’s Name	Address	Lived With

Have you participated as a “party” or a “witness,” or in some other capacity in another litigation or custody action in CA or elsewhere, about custody of a child in this legal action?

No Yes If yes, name of child: _____

Capacity of declaring person: party witness other

Court name, location: _____ Case No. _____

Court judgment date: _____

Do you have information about a custody action pending in CA or any other court about a child in this legal action, other than the above?

No Yes If yes, Name of child: _____

Kind of proceeding: Legal Separation guardianship adoption other

Case No. _____ Court Name, location: _____

Status: _____

Do you know any person who is NOT a party to this legal action who has physical custody, claims to have custody of or visitation rights with any child of this legal action?

No Yes

If yes, Name, address of person who has physical custody claims custody rights

claims visitation rights of child:

#1 _____

#2 _____

SECTION 5 - VISITATION TERMS: (Which times, days, weeks, weekends, holidays, other such times as agreed between the parties. Be specific.) (If no visitation to the other party, explain in detail as to why and be prepared to submit valid written documentation. If you want the other party to have supervised Visitation, explain in detail as to why and be prepared to submit valid written documentation.)

VISITATION TO: PETITIONER RESPONDENT JOINT NONE (Explain below)
 CHECK HERE IF VISITATION IS TO BE OPEN AND UNSPECIFIED

CHILDREN'S HEALTH INSURANCE:

Medical Insurance for minor children, if any, is provided: Wife's Employer Husband's Employer Healthy Families

Name & address of the insurance company

Dental Insurance for minor children, if any, is provided: Wife's Employer Husband's Employer Healthy Families

Name & address of the insurance company

If you do NOT receive State aid, do you want your spouse to share the medical / dental costs of the minor (s)? **Yes** **No** What percentage? 50/50 Other

Do you have extraordinary health care expenses or unusual health care costs? **Yes** **No**

How much: \$_____ Describe: _____

TRANSPORTATION COSTS:

Do you want your spouse to share 50% of transportation costs between visitation / custody periods? **Yes** **No**

SECTION 6: CHILD / FAMILY / SUPPORT: (If you ARE receiving State Aid, support is mandatory through the Dept of Child Support Services) Are there any existing orders in other proceedings regarding Child Support? Yes No

If yes, please explain terms of order:

If there have been no previous orders and you are NOT receiving State Aid:

SECTION 6 – 1 CHILD SUPPORT

Do you want child support? Yes No Reserve

Support is to be based upon: Guideline support Agreed Amount \$ _____

Children living with: Father _____% Mother _____% Other _____%

Which county? _____

Payment once per month 2x per month

Do you want family support (combined child/ spousal support)?

Yes No Reserve

SECTION 6 – 2 SPOUSAL SUPPORT:

Do you want spousal support?

Yes No Reserve

Support is to be based upon: Guideline Support Agreed amount \$ _____

Payment once per month 2x per month Weekly

What day of the month? _____

SECTION 7 – JOINT / COMMUNITY / QUASI – COMMUNITY PROPERTY:

REAL PROPERTY: Answer ALL the following questions concerning real property below: List all REAL PROPERTY (Real Estate = LAND, HOUSES, MOBILE HOMES, RENTALS, ETC.):

- Our real property should be divided as indicated on this page (COMPLETE THIS PAGE)
- There is no real property to divide but there are other assets to divide (skip to top of NEXT PAGE)
- There is no real or personal property to divide (skip to SECTION 8)

Property No. 1: In whose name (s) is the Title:

Current Debt: \$_____ Present Value: \$_____

House to be sold? Yes No

Which party will live in property until close of escrow? _____

Is this a rental? Yes No Rental amount: \$_____

What is the agreement regarding debt servicing (who will pay the mortgage, etc.) maintenance and upkeep prior to sale of property? _____

List the conditions concerning the disbursement of property:

Do you want this office to prepare an INTER-SPOUSAL TRANSFER GRANT DEED for this property? Yes No (This service carries an additional charge per Deed, plus Notary fee.) If so, it is necessary to present a copy of the last recorded Deed in your name. Current identification will be necessary at the signing of the new Deed.

Property No. 2: In whose name (s) is the Title:

Current Debt: \$_____ Present Value: \$_____

House to be sold? Yes No

Which party will live in property until close of escrow? _____

Is this a rental? Yes No Rental amount: \$_____

What is the agreement regarding debt servicing (who will pay the mortgage, etc.) maintenance and upkeep prior to sale of property? _____

List the conditions concerning the disbursement of property:

Do you want this office to prepare an INTER-SPOUSAL TRANSFER GRANT DEED for this property? Yes No (This service carries an additional charge per Deed, plus Notary fee.) If so, it is necessary to present a copy of the last recorded Deed in your name. Current identification will be necessary at the signing of the new Deed.

**If additional real property, please attach a separate piece of paper and provide the information requested above for each property.*

[] Check here if there is no community property (personal property) to divide.

DIVISION OF ASSETS: Please list how you would like your assets to be divided.

Indicate their estimated value. DO NOT INCLUDE REAL ESTATE OWNED. Please include:

Bank accounts and investments (checking, savings, IRA's, pensions, annuities, 401k, stock,

bonds, etc. **Automobiles:** Autos, trailers, motorcycles, planes, boats, quads. **Household Items:**

(household furniture, furnishings, appliances, linens, blankets, curtains, pictures, etc.) **Collector**

items (coins, stamps, guns, antiques, art, etc.) **Other:** (Jewelry, tools, outdoor maintenance

equipment, recreational, and camping supplies, etc.)

PERSONAL PROPERTY TO PETITIONER:

Description of Item	Value

DIVISION OF ASSETS

PERSONAL PROPERTY TO RESPONDENT:

Description of Item	Value

RESPONDENT'S SEPARATE ASSETS AND / OR DEBTS (DESCRIPTION)	VALUE (ASSETS ONLY)	LOAN BALANCE / AMOUNT OWED

WAIVER OF COURT FEES: Do you qualify for a waiver of the court filing fee?

Visit <http://www.courts.ca.gov/documents/fw001.pdf>

Yes [] No [] If yes, do you want us to prepare a Fee Waiver Application and Order? Yes []

LDA - NON ATTORNEY - AUTHORIZATION

I understand that the Legal Document Assistant (LDA) preparing my documents is NOT an attorney, cannot select forms and DOES NOT give legal advice. I hereby direct the Legal Document Assistant to type and perform certain services as outlined in the Contract for Services which has been executed regarding this matter. I further declare that the foregoing information which I have provided is, to the best of my knowledge, true and correct.

Date: _____ Signature: _____

NOTICE TO CONSUMER

DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE

In the first conversation when you contacted the legal document assistant did he/she explain...

that *Legal Document Assistants* is not an attorney, and

***Legal Document Assistants* is not a law firm.**

***Legal Document Assistants* cannot represent you in court.**

***Legal Document Assistants* cannot advise you about your legal rights or the law.**

***Legal Document Assistants* cannot select legal forms for you.**

Angela Jones, owner of Legal Document Assistants, is registered in *Sacramento* County Registration Number 2016-01
To confirm that *Angela Jones* is registered, you may contact the *Sacramento* County clerk's office at: 916-874-6334

Choose one:

Yes, he/she explained.

No, he/she did not explain.

Date: _____

Signature: _____

Signature: _____

Kinds of services that I can perform for you: I can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: I can type or otherwise complete, as you specifically direct, legal documents that you have selected. I can provide you general published factual legal information that has been written or approved by an attorney, to help you represent yourself. I can provide you published legal documents. I can file and serve legal forms and documents as you specifically direct.

These are the only kinds of services that I can perform for you. I cannot provide you any service if you need additional services. If you need additional services, then you require the services of an attorney.

Kinds of services that I cannot perform for you: I cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter.

I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

II. FEES AND EXPENSES

You agree to pay me the fees, costs and expenses for the following services: preparation, filing service, and serving the other party. If the other party responds and this becomes a contested matter there will be additional fees and cost or you may choose to be represented by an attorney. You will only be charged for type of case you have described, on the attached questionnaire. All the prices for our services are outlined below:

Divorce with Custody OR Assets (Not Including Real Estate or Retirement Benefits) - \$495

Divorce with Custody AND Assets (Including Real Estate or Retirement Benefits) - \$595

Divorce with Assets and Division of Property, Including Equity or Retirement Buyout, Includes Marriage Settlement Agreement - \$795

Divorce with Custody AND Division of Property, Including Equity or Retirement Buyout, Includes Marriage Settlement Agreement - \$895

Exparte Orders - Additional \$95

Service of Process outside of Sacramento County - Additional \$95+

It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after we both have signed it.

If you cancel the contract, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you expressly agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel

this contract by delivering a written notice of cancellation to my address within the 24-hour period.

You may also cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which I will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me.

You may also cancel this contract at any time if you have legal cause.

IV. ATTORNEY'S FEES AND COSTS

In the event of suit for damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorney's fees and costs. The venue for any disputes about this contract is the county where you live in California.

V. DESCRIPTION OF THE PARTIES

Legal Document Assistant

Full Name: Angela Jones
Business Name: Legal Document Assistants
Street Address of Business: 333 University Ave. Ste. 200
City, State, ZIP: Sacramento, CA 95825
Telephone Number: 916-620-2446
Email: contact@Ldapro.com
LDA Registration Information: 2016-01

I have filed a bond in Sacramento County, California.

Client

Name of Client(s): _____

Street Address: _____

City, State, ZIP: _____

Best Phone Number(s): _____

Email Address(es): _____

Title or brief description of the legal matter in which the client is representing himself or herself:

Notices to Client

You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer.

You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

(Client)

(Date)

(Client)

(Date)

THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.

Authority cited: The use of this contract is required by Section 6410 of the California Business and Professions Code. Reference: Sections 6401.6, 6402, 6405, 6408, 6409, 6410, 6411, Business and Professions Code. The standard form of this contract is mandated by the California Department of Consumer Affairs, California Administrative Code title 16, § 3950.

NOTE: I am a member of the California Association of Legal Document Assistants, Inc. (CALDA), which promotes and encourages high standards of ethical and professional conduct by its members. CALDA has a Dispute Resolution Process which is designed to resolve disputes between consumers and CALDA member LDAs. You may learn more about this process by visiting www.calda.org in the Board of Directors/"Code of Ethics" tab.

How did you find out about us?



LDA PRO

Credit Card Authorization Form

Name On Credit Card _____

Credit Card Type: VISA [] MASTERCARD [] AMEX [] DISCOVER []

CREDIT CARD INFORMATION

Account Number _____

Expiration Date _____

CVC Code _____

Billing Zip Code _____

Phone: _____

Email: _____

AUTHORIZATION OF CARD USE

Signature _____

Date _____

I hereby authorize LDA to charge my card in the amount of:

\$ _____