

PARTY WITHOUT ATTORNEY OR ATTORNEY <i>(Name, State Bar number, and address):</i> TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____ E-MAIL ADDRESS <i>(Optional):</i> _____ ATTORNEY FOR <i>(Name):</i> _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
MARRIAGE OR PARTNERSHIP OF PETITIONER 1: PETITIONER 2:	
JOINT PETITION FOR SUMMARY DISSOLUTION <input type="checkbox"/> MARRIAGE <input type="checkbox"/> DOMESTIC PARTNERSHIP	CASE NUMBER: _____

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

1. We have read and understand the *Summary Dissolution Information* booklet (form FL-810).
2. a. We were married on *(date)*:
 b. We registered as domestic partners on *(date)*:
3. We separated on *(date)*:
4. Less than five years have passed between the date of our marriage and/or registration of our domestic partnership and the date of our separation.
5. a. One of us has lived in California for at least six months and in the county of filing for at least the three months preceding the date of filing. Or we are only asking to end a domestic partnership registered in California.
 b. We are the same sex and were married in California but are not residents of California. Neither of us lives in a place that will allow us to divorce. We are filing this case in the county in which we married.
6. There are no minor children who were born of our relationship before or during our marriage or domestic partnership or adopted by us during our marriage or domestic partnership. Neither one of us, to our knowledge, is pregnant.
7. Neither of us has an interest in any real property anywhere. **(You may have a lease for a residence in which one of you lives. It must terminate within a year from the date of filing this petition. The lease must not include an option to purchase.)**
8. Except for obligations with respect to cars, on obligations incurred by either or both of us during our marriage or domestic partnership, we owe no more than \$6,000.
9. The total fair market value of community property assets, not including what we owe on those assets and not including cars, is less than \$38,000.
10. Neither of us has separate property assets, not including what we owe on those assets and not including cars, in excess of \$38,000.
11. We each have filled out and given the other an *Income and Expense Declaration* (form FL-150).
12. We each have filled out and given the other copies of the worksheets on pages 7, 9, and 11 of the *Summary Dissolution Information* booklet (form FL-810) used in determining the value and division of our property. We have told each other in writing about any investment, business, or other income-producing opportunities that came up after we were separated based on investments made or work done during the marriage or domestic partnership and before our separation. This meets the requirements of preliminary declaration of disclosure, and no further proof of service of the declaration of disclosure is required.
13. *(Check whichever statement is true.)*
 a. We have no community assets or liabilities.
 b. We have signed an agreement listing and dividing all our community assets and liabilities and have signed all the papers necessary to carry out our agreement. A copy of our agreement is attached to the *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825).
14. Irreconcilable differences have caused the irremediable breakdown of our marriage and/or domestic partnership, and each of us wishes to have the court dissolve our marriage and/or domestic partnership without our appearing before a judge.

PETITIONER 1:	CASE NUMBER:
PETITIONER 2:	

- 15. Petitioner 1 desires to have his or her former name restored. That name is *(specify)*:
 Petitioner 2 desires to have his or her former name restored. That name is *(specify)*:
- 16. We each give up our rights to appeal and to move for a new trial after the effective date of our *Judgment of Dissolution*.
- 17. **Each of us forever gives up any right to spousal or partner support from the other.**
- 18. We each agree to keep the court and each other informed of any change of mailing address or phone number occurring within six months from the filing of this joint petition using the *Notice of Change of Address* (form MC-040).
- 19. We are submitting the original and three copies of the proposed *Judgment of Dissolution and Notice of Entry of Judgment* (form FL-825) and two stamped envelopes together with this petition. One envelope is addressed to Petitioner 1 and the other to Petitioner 2.
- 20. We agree that this matter may be determined by a commissioner sitting as a temporary judge.

21. **Mailing address of Petitioner 1**

22. **Mailing address of Petitioner 2**

Name:
Address:

City:
State:
Zip Code:

Name:
Address:

City:
State:
Zip Code:

23. Number of pages attached: _____

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

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

Date:

Date:

▶ _____
(SIGNATURE OF PETITIONER 1)

▶ _____
(SIGNATURE OF PETITIONER 2)

NOTICES

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

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