

American Academy of Matrimonial Lawyers, Northern California Chapter
2015 Symposium. Napa, California. May 3, 2015.



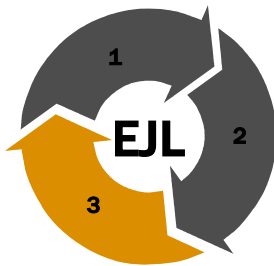
Making Your Judgment a Reality with Judicial Enforcement Remedies

Ronald S. Granberg, JD, CFLS, AAML

John E. Harding, JD, CFLS, AAML

Three Phase Cycle

Divorce lawyers are familiar with three EJM statutes concerning enforcement rights of third-party creditors against spouses



EJM – Community Property Subject to Third-Party Money Judgment Enforcement



• CCP § 695.020

(a) Community property is subject to enforcement of a money judgment as provided in the Family Code.

Pre-divorce Property Subject to Third-Party Money Judgment Enforcement



▸ FC § 910

(a) Except as otherwise expressly provided by statute, the community estate is liable for a debt incurred by either spouse before or during marriage, regardless of which spouse has the management and control of the property and regardless of whether one or both spouses are parties to the debt or to a judgment for the debt.

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Post-divorce Property Subject to Third-Party Money Judgment Enforcement



▸ FC § 916

(a) . . . after division of community . . . property: (2) . . . property received by the person . . . is not liable for a debt incurred by the person's spouse before or during marriage, and the person is not personally liable for the debt, unless the debt was assigned for payment by the person in the division of the property.

5

Civil Code § 25

Civil Code § 26

"A civil action arises out of:

1. An obligation;
2. An injury."

▸ "An obligation is a legal duty, by which one person is bound to do or not to do a certain thing, and arises from:

- One – Contract; or
Two – Operation of law."

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When enforcing an equalizing payment, a divorce lawyer should become familiar with EIL statutes concerning enforcement rights of a judgment creditor ex-spouse against a judgment debtor ex-spouse

7

EIL – Property subject to levy

• **CCP §699.710**

Except as otherwise provided by law, all property that is subject to enforcement of a money judgment pursuant to Article 1 (commencing with Section 695.010) of Chapter 1 is subject to levy under a writ of execution to satisfy a money judgment.

8

EIL – Bank Levy Rights

• **CCP §700.160(b)**

A court order is not required as a prerequisite to levy on a deposit account or safe-deposit box standing in the name of any of the following: (1) The judgment debtor, whether alone or together with third persons.

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EJL – Other Levies

- **Real Property (CCP § 700.015)**
- **Tangible Personal Property (CCP § 700.030)**
- **Vehicle or Vessel (CCP § 700.090)**
- **Securities (CCP § 700.130)**
- **Debtor's Interest as an heir (CCP § 700.200)**

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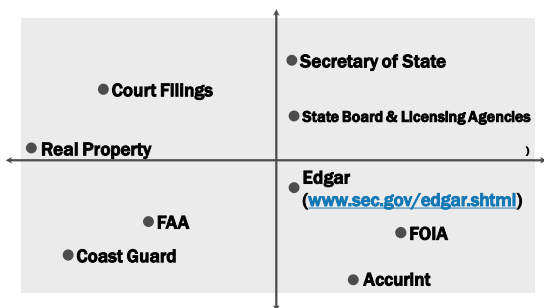
EJL – Property Not Subject to Levy



- **CCP § 699.720**
 - The interest of a partner in a partnership or member in a limited liability company
 - The loan value of an unmatured life insurance, endowment, or annuity policy
 - A cause of action
 - An alcoholic beverage license

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Locating Assets



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Making Your Judgment a Reality

- “The Option Option”



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Wife:
Irma
In-Spouse

Husband:
Oliver
Out-Spouse

Attorney:
Connie Counsel

Attorney:
Lee Lawyer

14

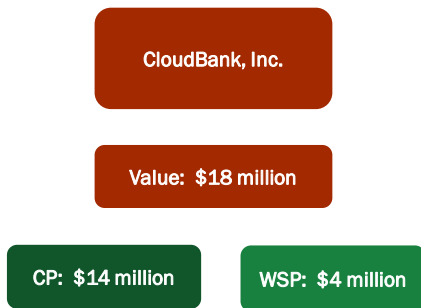
CloudBank, Inc.
Shareholders:

Irma In-Spouse 60%

Peter Pobloy 30%

Teresa Third 10%

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GOALS

Avoid triggering the due on encumbrance provision in the senior lien **1**

Get the out-spouse that equalizing payment! **2**

Provide the in-spouse reasonable discretion to run the business, while insuring fiduciary duty compliance and protection of the out spouse **3**

Make continued operation of the business worthwhile for all stakeholders (e.g., business co-owners, customers, employees, lenders, vendors), and not just the divorcing couple. **4**

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Strategies

- Defer division of the business asset for a specified time period, with the parties continuing co-ownership during the period.
- **Give the operating spouse an option to have the business awarded to her/him upon performance of certain terms and conditions, including full payment of the option price.**
- The “option price” is the court-ordered equalizing payment.

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Strategies

- › Designate the in-spouse as the operating spouse under Family Code section 1100(d).
- › **Allocate 100% of the operating revenues to the operating spouse as compensation for her/his post-separation efforts.**
- › Provide spousal support for the out-spouse.
- › **(Spousal support shifts the income tax liability, provides more enforcement options, and is better protection against bankruptcy)**

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Strategies

- › Require the in-spouse to furnish the out-spouse certain documents and reports.
- › (The same documents and reports the in-spouse already furnishes the senior lienor).
- › Designate those documents and reports as the in-spouse's "stipulated compliance" with his/her fiduciary duties to provide the out-spouse material facts and information concerning the business.

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Strategies

"A judgment or order made or entered pursuant to this code may be enforced by the court by execution, the appointment of a receiver, or contempt, or by any other order as the court in its discretion determines from time to time to be necessary."

Fam. Code 290

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Strategies

- The family court may retain jurisdiction to value and divide a specified asset where retention is based on events to occur within a specified time:
 - *Marriage of Munguia* (1983) 146 Cal.App.3d 853, 858-859
 - *Marriage of Kilbourne* (1991) 232 Cal.App.3d 1518, 1524-1525

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Making Your Judgment A Reality

With Contract Remedies

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Wife:
Wanda

Husband:
Harold

Attorney:
Carol Counsel

Attorney:
Luke Lawyer

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Judgment Enforcement: Remedies

Judicial or Contract

Judicial Remedies

- Contempt
- Judgment lien, levy, execution
 - (EJL: CCP § 680-724)

Contract Remedies

- Suit for contract rescission
- Suit for contract breach
- Suit for specific performance

25

The BIG Question

- **May both types of remedies be preserved?**

Does merger kill the contract star?



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Family Code §2122

Grounds and time limits for motion to set aside judgment

a	FRAUD	File motion within ONE year after complaining party discovered, or SHOULD HAVE DISCOVERED, the fraud
b	PERJURY	File motion within ONE year after complaining party discovered, or SHOULD HAVE DISCOVERED, the perjury
c	DURESS	File motion within TWO years after ENTRY of judgment
d	MENTAL INCAPACITY	File motion within TWO years after ENTRY of judgment
e	MISTAKE	File motion within ONE year after ENTRY of judgment
f	FAILURE TO DISCLOSE	File motion within ONE year after complaining party discovered, or SHOULD HAVE DISCOVERED, the nondisclosure

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FC §2128 Effect on other law:

(b) “Nothing in this chapter [Chapter 10 “Relief from Judgment” – sections 2120 through 2129] changes existing law with respect to contract remedies where the contract has not been merged or incorporated into a judgment.”

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***Hough v. Hough* (1945) 26 Cal.2d 605, 609-610**

“A decree which incorporates an agreement is a decree of court nevertheless, and as soon as incorporated into the decree the separation agreement is superseded by the decree, and the obligations imposed are not those imposed by contract, but are those imposed by decree, and enforceable as such.”

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Continuing *Hough* quotation

“Once the contract is merged into the decree, the value attaching to the separation agreement is only historical. [Emphasis added.] And it should logically and justly follow therefrom that thereafter there is no right of action on the agreement incorporated in the decree.”

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IRMO Corona (2009) 172 Cal.App.4th 1205, 1221

"The question of whether a marital settlement agreement is merged into the divorce decree is one of law. (Citation.) The MSA and judgment here satisfy the criteria for a merger. The MSA is attached to and explicitly incorporated by reference in the supplemental judgment, which states: "The marital settlement agreement executed by the parties herein, the original of which is attached hereto, is incorporated into and made a part of the judgment of dissolution of marriage filed and entered with this court on August 16, 1995, as though set forth in full therein.

31

Continuing Corona quotation

"The question of whether a marital settlement agreement is merged into the divorce decree is one of law. (Citation.) The MSA and judgment here satisfy the criteria for a merger. The MSA is attached to and explicitly incorporated by reference in the supplemental judgment, which states: "The marital settlement agreement executed by the parties herein, the original of which is attached hereto, is incorporated into and made a part of the judgment of dissolution of marriage filed and entered with this court on August 16, 1995, as though set forth in full therein."

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Form FL-180 Judgment

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: _____

JUDICIAL OFFICER

5. Number of pages attached: _____

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▸ **Bender**

By Matthew Bender & Company, Inc., member of the LexisNexis Group, subsidiary of Reed Elsevier

- Kathryn Kirkland
- Ira H. Lurvey (dec)
- Diana Richmond
- Stephen James Wagner

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▸ **Rutter**

California Practice Guide: Family Law (subsidiary of Thomson Reuters)

- Judge William P. Hogoboom (dec)
- Justice Donald B. King (Ret.)
- Judge Kenneth A. Black (Ret.)
- Judge Thomas Trent Lewis
- Michael Asimow
- Bruce E. Cooperman

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▸ **Rutter §9:443**

“Those provisions that are merged in the judgment become an order of the court; the ‘merged’ agreement is superseded by the judgment and ceases to be of independent legal significance. *Marriage of Corona* (2009) 172 Cal.App.4th 1205, 1220-1221; *Marriage of Lynn* (2002) 101 Cal.App.4th 120, 130; *Marriage of Jones* (1987) 195 Cal.App.3d 1097, 1104.”

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▸ **Bender §211.05**

"If the agreement is merged in the judgment, the provisions of the agreement so merged must be enforced as a judgment and not as a contract . . . contractual remedies, such as an action for breach of contract, are no longer available

For example . . . a husband's warranty of having provided accurate and current financial information would be extinguished by merger of the agreement into the dissolution judgment." (citing *In re Marriage of Lane*)

37

▸ **Bender §211.05**

"Therefore, counsel should exercise caution in determining whether to merge any particular portions of an agreement in the judgment . . . if the parties anticipate the need for a certain type of contract-related remedy, such as specific performance, the provision should not be merged."

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▸ **Bender §211.05**

FIRST ALTERNATIVE (MERGED):

- "... this Agreement shall be attached to the judgment of dissolution of marriage and merged into the judgment for the purpose of becoming an operative part of the judgment."

39

▸ **Bender §211.05**

SECOND ALTERNATIVE (NOT MERGED):

- “Either party who obtains a judgment . . . shall . . . request that . . . this Agreement . . . be incorporated by reference only into any judgment It is intended by the parties that this Agreement not be merged in any judgment, but that it shall survive the judgment and be binding on the parties for all time.”

40

▸ **Bender §211.05**

THIRD ALTERNATIVE (PARTIALLY MERGED):

- “A party who obtains a judgment . . . shall attach this Agreement to the judgment
- The parties agree that the court shall be requested to:
- (1) Approve the entire agreement as fair and equitable.

41

▸ **Bender §211.05**

- (2) Merge [e.g., the provisions relating to child custody, visitation, child support, and spousal support] . . . into the judgment for the purpose of being operative parts of the judgment.
- (3) Incorporate the remainder of the provisions of this Agreement by reference into the judgment for the sole purpose of identification.”

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▸ **Rutter §9:445**

"The parties' intent about 'merger' should be clarified in the settlement agreement. But the consequent legal effect makes it essential to carefully select the language used to be sure it achieves the intended result. [¶] Consider, for example, terminology that would preserve all possible avenues of relief – i.e., through a provision expressly requiring the agreement to be "merged" in the judgment but specifically preserving contractual remedies notwithstanding.

43

▸ **Rutter §9:445**

This is especially important if the agreement includes warranties: Again, remember that if there is a merger and there is no language in the judgment indicating the parties intend otherwise, warranties will not survive and the aggrieved spouse will not have a cognizable breach of warranty claim."

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▸ **Rutter, Ch. 9, FORM 9B**

"This Agreement shall be incorporated in and become a part of the judgment of dissolution in the pending court proceeding for the purpose of merging the Agreement into the judgment, and for the purpose of a court order requiring the parties to perform the executory provisions of this Agreement (and, if appropriate, add: '... except that any warranties contained in this Agreement shall survive its merger and be enforceable independently of the judgment by a breach of warranty action')."

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▸ **One law office's provision:**

"Merger of this Agreement with the parties' Judgment shall not extinguish contractual obligations (e.g., warranties) contained herein. To the contrary: a) all contractual obligations shall continue in full force and effect, and b) the court shall have the power to enforce such obligations with contractual remedies (e.g., breach of contract) as well as with judicial remedies (e.g., contempt)."

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The Price Wasn't Right

- **Let's hear see how the First District Court of Appeal's 1948 *Price v. Price* decision was overruled by the California Supreme Court's 1954 *Flynn v. Flynn* decision**



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***Price v. Price* (1948) 85 Cal.App.2d 732**

The parties' MSA, not physically attached to their judgment, was incorporated by reference into the judgment

Held: the MSA didn't merge with the judgment, and may not be judicially enforced:

"... an agreement referred to in a decree and made a part thereof by reference only does not actually become a part of the decree for the purpose of enforcement as part of a judgment" (Id. at p. 738.)

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Flynn v. Flynn (1954) 42 Cal.2d 44

› **Errol and Lillane Flynn divorced**

› **The trial court:**

- Received the parties' MSA into evidence;
- Incorporated the MSA by reference into the divorce judgment;
- Ordered the parties to perform the MSA's executory provisions; and
- Returned the original MSA to the parties without retaining a copy in the court file.



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› **Nine years later, Errol moved to reduce his child and spousal support payments due to changed circumstances.**

- The trial court denied his motion on the ground that the court lacked jurisdiction to modify the judgment.
 - Reason: the MSA had not been physically placed in the court file, but had only been incorporated into the judgment by reference



Say What!

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› **The California Supreme Court reversed:**

"It is settled that a document may be incorporated either expressly or by apt reference into a judgment or decree so as to make it an operative part of the order of the court." (Id., at 59; emphasis supplied.)

"Thus in this case, the decree may be given its intended effect by referring to the adequately identified document, and the fact that the document is not a part of the permanent records of the court does not vitiate the decree. [Citations omitted.] Price v. Price, 85 Cal.App.2d 732 [194 P.2d 101], is contrary to the foregoing authorities and is disapproved." (Id. at p. 60; emphasis supplied.)



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Enforcing Support

Child Support & Spousal Support Orders and Judgments

52

Common Techniques

For child support and spousal support orders

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Child Support

Enforcement techniques unique to child support orders

2

Spousal Support

Enforcement techniques unique to spousal support

3

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“When I was young I thought that money was the most important thing in life; now that I am old I know that it is.”

Oscar Wilde

The Easy Way

- Income withholding order for support
 - Indefensible
- Takes advantage of the State Disbursement Unit
- All the support
 - Child and spousal
 - Current and arrears

55

A Support Order Is A Judgment

- "A judgment or order made or entered pursuant to this code may be enforced by the court by execution, the appointment of a receiver, or contempt, or by any other order as the court in its discretion determines from time to time to be necessary"**
 - FC 290



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A Support Order Is A Judgment

And all that goes along with that . . .

Fact 1	Fact 2	Fact 3
<ul style="list-style-type: none"> A support order is a judgment. FC 290. Family law judgments carry the full power of California's Enforcing Judgments Law (EJL). Without being subject to many of the EJL's limitations and controls. 	<ul style="list-style-type: none"> Family Law judgments never expire. They <i>do not</i> have to be renewed. FC 291. 	<ul style="list-style-type: none"> Amounts owed never go away. FC 291. Limited defenses to enforcement actions.

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Remember!

A support order is like an installment account

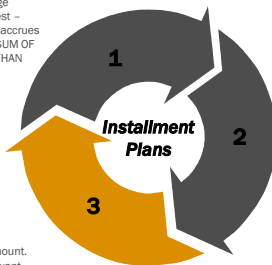
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Missed Payments

What each missing installment gets you

Interest

It isn't the entire arrearage balance that draws interest - Each missed installment accrues interest on its own. THE SUM OF THE PARTS IS GREATER THAN THE WHOLE.



Evid C. 653

"An obligation possessed by the creditor is presumed not to have been paid."

Control

You set the aggregate amount. You go after it when you want.

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Request For Order

Comfort derives from familiarity, yet comfort may not be the most productive choice . . .

When You Must

- When arrearage amounts are not known
 - Usually due to poor record keeping
- When amounts are not calculable:
 - Smith/Ostler orders
 - Reimbursements of medical, special needs, tuition, etc.

Why You Should'nt

- Takes away the element of surprise
- Buys the judgment creditor time to plan
- Waiting for your court date compounds the financial hardship on your client

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Writ of Execution

• Court process directing the levying office to seize property

- Most of debtor's property vulnerable

• Legal taking

- Levying offices goes and gets the property



61

1 JOHN C. HARRING, JR., CLU, #14880
2 HARRING & ASSOCIATES FAMILY LAW
3 10000 Santa Monica Blvd.
4 Suite 1000
5 Culver City, CA 90230
6 (310) 551-1111
7 harring@harringlaw.com
8 Attorney for Plaintiff
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

In re the Marriage of:
WILMA FLINTSTONE,
Plaintiff,
and
FRED FLINTSTONE,
Defendant.

Case No. 15012386
APPLICATION FOR WRIT OF EXECUTION
(Fees: Code §7110, et seq.)

I, WILMA FLINTSTONE, do hereby declare:

1. I am the plaintiff in the above-captioned proceeding.

2. The judgment in the above-captioned proceeding was entered on January 1, 2015.

3. The judgment in the above-captioned proceeding is as follows:

a. Judgment debtor: Fred Flintstone, 301 Cedarhurst Way, Berkeley, CA 94707

b. Amount of order: \$15,000 per month with dependent due, interest, or further order of court.

4. This is a family law judgment entered to satisfy order of Code of Civil Procedure §600.015.

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5. The writ is to be issued to Wilma Flintstone.

6. Below is the total amount ordered, amount actually paid, date paid and whether applied to order entry or accrued interest, and balance due. Failure to repay interest shall be deemed a waiver thereof for the purpose of this writ only:

TOTAL ORDERED PAID		ACTUALLY PAID	
Date due	Amount	Date paid	On account interest
05/01/2015	\$1500	-	-
06/01/2015	\$1500	-	-
07/01/2015	\$1500	-	-
08/01/2015	\$1500	-	-
09/01/2015	\$1500	-	-

BALANCE DUE

On account interest

\$600.00

\$600.00

There is actually due on said order the sum of \$6000.00, plus \$400.00 accrued costs, attorney fee for issuance of writ, plus \$36.98 accrued interest, plus \$1.25 per day accruing from date of the application to date of writ, the whole sum to be paid forth with a writ of execution issue to the Sheriff of Alameda County and against Fred Flintstone.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 1st day of May, 2015 at Pleasanton, California.

WILMA FLINTSTONE

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WIT OF EXECUTION

I, the undersigned, do hereby certify that the foregoing is true and correct.

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WIT OF EXECUTION

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Liens

Real Property

- Clouds title
- Issued by the clerk of the court

Personal Property

- Impedes transfer or sale
- Creates creditor priority
- Prepared by the attorney and filed with the Secretary of State

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Debtor's Examination

- With the service of an examination order the judgment debtor must appear in court to furnish information to aid in enforcement of the money judgment.

- CCP Sec. 708.110(a)

- Rutter Group: Enforcing Judgments and Debts

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Debtor's Examination

The secret discovery tool . . .

Pros

- Service of the examination order creates a **one-year lien** on all non-exempt property
 - Usually due to poor record keeping
- More Effective than written discovery
- Conducted in the presence of the judge
- Turnover orders obtainable
- Third party discovery
 - Accountants, new spouse, etc.

Cons

- Expensive. Attorney time.
- Gives the debtor a heads-up
- Invokes FDCPA

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Collection Attorneys

Child and Spousal Support Collection Specialists

▸ You, Me, The Other Guy or Gal

- Contingency practice

▸ Center for Enforcement of Family Support

- Raymond R. Goldstein, Esq.
- www.enforcesupport.com



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Child Support

Enforcement techniques unique to child support orders.

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“Parents must support their children including financially. Kids shouldn't be the innocent victims of adults who forgot that abstinence is free.”

Someone



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▸ **DCSS**

- Free and powerful
- Slow and inefficient

▸ **Private Child Support Enforcement Agency**

- Family Code Section 5616

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▸ **Private Child Support Enforcement Agency**

- Any post-2009 child support order must include a separate money judgment compelling the child support obligor to pay a private child support collector's fee.
 - Not to exceed 33.3% of the total amount in arrears and 50% of the fees charged by the private child support collector.
 - These fees are not child support, and not an offset against child support or arrearages.

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Cal. Fam Code Section 5616

Judgment in Favor of a Private Child Support Collector. This judgment shall constitute a separate money judgment owed by the child support obligor to pay a fee not to exceed 33 and 1/3 percent (33 1/3%) of the total amount in arrears, and not to exceed 50 percent (50%) of the fee as charged by a private child support collector pursuant to a contract complying with the requirements of California Family Code section 5616, and any other child support collections costs expressly permitted by the child support order for the collection efforts undertaken by the private child support collector. The money judgment shall be in favor of the private child support collector and the child support obligee, jointly, but shall not constitute a private child support collector lien on real property unless an abstract of judgment is recorded. The Parties understand that the money judgment may be enforced by the private child support collector by any means available to the obligee for the enforcement of the child support order without any additional action or order by the court. Fees that are deducted by a private child support collector may not be credited against child support arrearages or interest owing on arrearages or any other money owed by the obligor to the obligee. Not later than five days after the date that the private child support collector makes its first collection, written notice shall be provided to the obligor of (1) the amount of arrearages subject to collection, (2) the amount of the collection that shall be applied to the arrearage, and (3) the amount of the collection that shall be applied to the fees and costs of collection. The notice shall provide that, in addition to any other procedures available, the obligor has 30 days to file a motion to contest the amount of collection fees and costs assessed against the obligor.

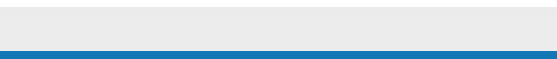
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Private Child Support Collectors



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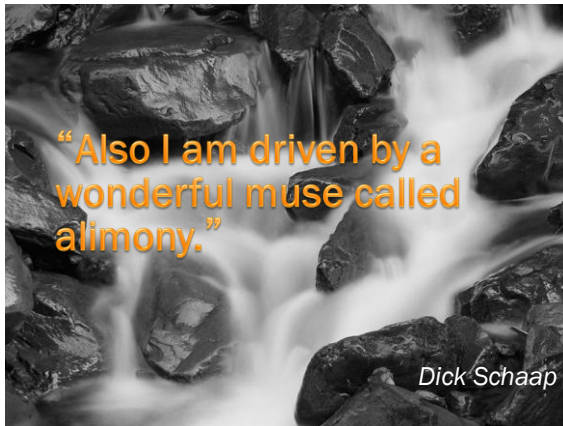


Spousal Support

Enforcement techniques unique to spousal support orders.



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Earning Assignment Order for spousal or partner support

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The End



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