SUPREME COURT OF NEW JERSEY

It is ORDERED that the attached amendments to the Rules Governing the Courts of the State of New Jersey are adopted to be effective September 1, 2015.

For the Court,

Chief Justice

Dated: July 27, 2015

The Rules and Appendices Amended and Adopted by this Order Are as Follows:

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1:20-11A. Suspension of License to Practice Law for Failure to Support Dependents

(a) Suspension and Reinstatement of License. Upon receipt of an order issued pursuant to R. 5:7-5[(e)](b), that calls for the suspension of a license to practice law in New Jersey, the Supreme Court shall enter an order suspending the attorney from the practice of law. The Supreme Court shall enter an order reinstating the license to practice law, without the need for the attorney to file a verified petition for reinstatement or publish a notice as required by R. 1:20-21, upon receipt of an order issued by the Chancery Division, Family Part calling for the reinstatement of the license.

(b) Release of Attorney Information to Probation Division. The Office of Attorney Ethics and the New Jersey Lawyer's Fund for Client Protection shall, upon request, provide the Probation Division of the Superior Court with, if available, an attorney's social security number, home address and primary law office address when the basis for such a request is a license revocation proceeding in accordance with R. 5:7-5[(e)](b).

Note: Adopted March 15, 1996, to be effective immediately; paragraphs (a) and (b) amended July 27, 2015 to be effective September 1, 2015.

1:38-3. Court Records Excluded from Public Access

The following court records are excluded from public access:

(a) General. . . . no change.

(b) Internal Records. . . . no change.

(c) Records of Criminal and Municipal Court Proceedings. . . . no change.

(d) Records of Family Part Proceedings.

(1) . . . no change.

(2) Confidential Litigant Information Sheets pursuant to R. 5:4-2(g) and Affidavits or Certifications of Insurance Coverage pursuant to R. 5:4-2(f);

(3) . . . no change.

(4) . . . no change.

(5) . . . no change.

(6) . . . no change.

(7) . . . no change.

(8) . . . no change.

(9) . . . no change.

(10) . . . no change.

(11) . . . no change.

(12) . . . no change.

(13) . . . no change.

(14) . . . no change.

(15) . . . no change.

(16) . . . no change.

(17) . . . no change.

(e) Records of Guardianship Proceedings. . . . no change.

(f) Records of Other Proceedings. . . . no change.

Note: New Rule 1:38-3 adopted July 16, 2009 to be effective September 1, 2009; subparagraph (b)(1) amended December 9, 2009 to be effective immediately; paragraphs (e) and (f) amended January 5, 2010 to be effective immediately; subparagraph (c)(11) amended, subparagraph (c)(12) adopted, and subparagraph (d)(10) amended February 16, 2010 to be effective immediately; subparagraph (d)(1) amended June 23, 2010 to be effective July 1, 2010; paragraph (e) amended October 10, 2010 to be effective immediately; paragraph (e) amended February 28, 2013 to be effective immediately; subparagraph (d)(12) amended July 9, 2013 to be effective September 1, 2013; subparagraph (d)(2) amended July 27, 2015 to be effective September 1, 2015.

1:40-2. Modes and Definitions of Complementary Dispute Resolution

Complementary Dispute Resolution Programs (CDR) conducted under judicial supervision in accordance with these rules, as well as guidelines and directives of the Supreme Court, and the persons who provide the services to these programs are as follows:

(a) "Adjudicative Processes" means and includes the following:

(1) Arbitration: A process by which each party and/or its counsel presents its case to a neutral third party, who then renders a specific award. The parties may stipulate in advance of the arbitration that the award shall be binding. If not so stipulated, the provisions of Rule 4:21A-6 (Entry of Judgment; Trial De Novo) shall be applicable.

(2) Settlement Proceedings: A process by which the parties appear before a neutral third party or neutral panel [of such neutrals], who assists them in attempting to resolve their dispute by voluntary agreement.

(3) Summary Jury Trial: A process by which the parties present summaries of their respective positions to a panel of jurors, which may then issue a non-binding advisory opinion as to liability, damages, or both.

(b) "Evaluative Processes" means and includes the following:

(1) Early Neutral Evaluation (ENE): A pre-discovery process by which the attorneys, in the presence of their respective clients, present their factual and legal contentions to a neutral evaluator, who then provides an assessment of the strengths and weaknesses of each position and, if settlement does not ensue, assists in narrowing the dispute and proposing discovery guidelines.

(2) Neutral Fact Finding: A process by which a neutral third party, agreed upon by the parties, investigates and analyzes a dispute involving complex or technical issues, and who then makes non-binding findings and recommendations.

(c) "Facilitative Process," which [means and] includes mediation, [which] is a process by which a [mediator] neutral third party facilitates communication between parties in an effort to promote settlement without imposition of the [mediator's] facilitator's own judgment regarding the issues in dispute.

(d) "Hybrid Process" means and includes:

(1)(A) Mediation-arbitration: A process by which, after an initial mediation, unresolved issues are then arbitrated.

(1)(B) Arbitration-mediation: A process by which, after initial arbitration proceedings, but before the award is delivered, the parties are jointly given the opportunity to mediate a resolution. If successful, the mediated settlement is executed by the parties and the arbitration award is disregarded. If unsuccessful, the arbitration award is delivered to the parties.

(2) Mini-trial: A process by which the parties present their legal and factual [conditions] contentions to either a panel of representatives selected by each party, or a neutral third party, or both, in an effort to define the issues in dispute and to assist settlement negotiations. A neutral third party may issue an advisory opinion, which shall not, however, be binding, unless the parties have so stipulated in writing in advance.

(e) . . . no change.

(f) "Neutral Third Party:" A "neutral third party" is an individual who provides a CDR process. [A "qualified neutral" is an individual included on any roster of neutrals maintained by the Administrative Office of the Courts or an Assignment Judge. Neutral evaluators, neutral fact

finders, and settlement program panelists] Neutral third parties serving as mediators must comply with the requirements of R. 1:40-12. Neutral third parties serving as other than mediators, that is, who are conducting Arbitrations, Settlement Proceedings, Summary Jury Trials, Early Neutral Evaluations, or Neutral Fact Finding processes, are not required to comply with the [training] requirements of [Rule] R. 1:40-12 [or to be on any roster of neutrals maintained by the Administrative Office of the Courts or an Assignment Judge].

(g) Roster Mediator; Non-Roster Mediator: A roster mediator is an individual included on any roster of mediators maintained by the Administrative Office of the Courts or an Assignment Judge. A non-roster mediator is an individual who provides mediation, but is not listed on any roster of mediators maintained by the Administrative Office of the Courts or an Assignment Judge. The parties may agree to use a roster mediator or a non-roster mediator.

Note: Adopted July 14, 1992 to be effective September 1, 1992; caption and text amended, paragraphs (a) through (d) deleted, new paragraphs (a) through (f) adopted July 5, 2000 to be effective September 5, 2000; corrective amendment to paragraph (a)(3) adopted November 8, 2000 to be effective immediately; subparagraphs (a)(2) and (b)(2) amended, paragraph (c) amended, subparagraph (d)(1) redesignated as subparagraph (d)(1)(A), new subparagraph (d)(1)(B) adopted, subparagraph (d)(2) amended, paragraph (f) amended and new paragraph (g) adopted July 27, 2015 to be effective September 1, 2015.

1:40-3. Organization and Management

(a) Vicinage Organization and Management. Pursuant to these rules and Supreme Court guidelines, the Assignment Judge of each vicinage shall have overall responsibility for CDR programs, including their development and oversight, continuing relations with the Bar to secure the effectiveness of these programs, and mechanisms to educate judges, attorneys, staff, and the public on the benefits of CDR. The Assignment Judge shall appoint a CDR coordinator to assist in the oversight, coordination and management of the vicinage CDR programs. The Assignment Judge shall maintain, pursuant to these rules, all required rosters of [neutrals] neutral third parties except the roster of statewide civil, general equity, and probate action mediators, which shall be maintained by the Administrative Office of the Courts.

(b) Statewide Organization and Management. . . . no change.

Note: Adopted July 14, 1992 to be effective September 1, 1992; caption amended, text amended and designated as paragraph (a), and new paragraph (b) adopted July 5, 2000 to be effective September 5, 2000; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

1:40-4. Mediation - General Rules

(a) Referral to Mediation. . . . no change.

(b) Compensation and Payment of Mediators Serving in the Civil and Family Economic Mediation Programs. [Parties] The real parties in interest in Superior Court, except in the Special Civil Part, assigned to mediation pursuant to this rule shall equally share the fees and expenses of the mediator on an ongoing basis, subject to court review and allocation to create equity. Any fee or expense of the mediator shall be waived in cases, as to those parties exempt, pursuant to [Rule] R. 1:13-2(a). Subject to the provisions of Guidelines 2 and 15 in Appendix XXVI, Guidelines for the Compensation of Mediators, if the parties select a mediator from the court's rosters of civil and family mediators, the parties [A party] may opt out of the mediation process after the mediator has expended two hours of service, which shall be allocated equally between preparation and the first mediation session, and which shall be at no cost to the parties. As provided in Guideline 7 in Appendix XXVI, fees for roster mediators after the first two free hours shall be at the mediator's market rate as set forth on the court's mediation roster. As provided in Guideline 4 in Appendix XXVI, if the parties select a non-roster mediator, that mediator may negotiate a fee and need not provide the first two hours of service free. [Fees shall be as determined by the mediator and the parties. Failure to pay the mediator may result in an order by the court to pay the fees and costs of the mediator including any additional costs and fees incurred due to the non-payment and imposing appropriate sanctions.]

(c) Evidentiary Privilege. . . . no change.

(d) Confidentiality. . . . no change.

(e) Limitations on Service as a Mediator.

[(1) Mediators shall be qualified and trained in accordance with the provisions of Rule 1:40-12.]

[(2)] (1) No one holding a public office or position or any candidate for a public office or position shall serve as a [court-approved] mediator in a matter directly or indirectly involving the governmental entity in which that individual serves or is seeking to serve.

[(3)] (2) The approval of the Assignment Judge is required for service as a mediator by any of the following: (A) police or other law enforcement officers employed by the State or by any local unit of government; (B) employees of any court; or (C) government officials or employees whose duties involve regular contact with the court in which they serve.

[(4)] (3) The Assignment Judge and the Administrative Office of the Courts shall also have the discretion to [require] request prior review and approval of the Supreme Court of prospective mediators whose employment or position appears to either the Assignment Judge or the Administrative Office of the Courts to require such review and approval.

(f) Mediator Disclosure of Conflict of Interest.

(1) Before accepting a mediation, a [person who is requested to serve as a] mediator shall:

(A) make an inquiry that is reasonable under the circumstances to determine whether there are any known facts that a reasonable person would consider likely to affect the impartiality of the mediator, including a financial or personal interest in the outcome of the mediation or an existing or past relationship with a mediation party or foreseeable participant in the mediation; and

(B) disclose any such known fact to the mediation parties as soon as is practicable before accepting a mediation.

(2) . . . no change.

(3) After entry of the order of referral [in an economic] to mediation, if the court is advised by the mediator, counsel, or one of the parties that a conflict of interest exists, the [court shall reassign the case to a different mediator. The] parties shall have the opportunity to select a replacement mediator [from the roster] or the court may appoint one. An amended order of referral shall then be prepared and provided to the parties. All data shall be entered into the [Family Automated Case Tracking System (FACTS)] appropriate Judiciary case management system.

(g) Conduct of Mediation Proceedings. Mediation proceedings shall commence with an opening statement by the mediator describing the purpose and procedures of the process. Mediators may require the participation of persons with negotiating authority. An attorney or other individual designated by a party may accompany the party to and participate in a mediation. A waiver of representation or participation given before the mediation may be rescinded. Non-party [witnesses may be heard in the discretion of the mediator, and other non-parties shall be permitted to attend] participants shall be permitted to attend and participate in the mediation only with the consent of the parties and the mediator. Multiple sessions may be scheduled. Attorneys and parties have an obligation to participate in the mediation process in good faith and with a sense of urgency in accordance with program guidelines.

(h) Termination of Mediation.

(1) The mediator or a [participant] party may adjourn or terminate the session if (A) [there is an imbalance of power between the parties that the mediator cannot overcome,] a party challenges the impartiality of the mediator, (B) [a party challenges the impartiality of the mediator,] a party continuously resists the mediation process or the mediator, (C) [there is

abusive behavior that the mediator cannot control,] there is a failure of communication that seriously impedes effective discussion, or (D) [a party continuously resists the mediation process or the mediator] the mediator believes a party is under the influence of drugs or alcohol.

(2) The mediator shall terminate the session if (A) [there is a failure of communication that seriously impedes effective discussion,] there is an imbalance of power between the parties that the mediator cannot overcome, (B) [the mediator believes a party is under the influence of drugs or alcohol,] there is abusive behavior that the mediator cannot control, or (C) the mediator believes continued mediation is inappropriate or inadvisable for any reason.

(i) Final Disposition. If the mediation results in the parties' total or partial agreement, [it shall be reduced to writing and a copy thereof furnished to each party.] said agreement must be reduced to writing, signed by each party, and furnished to each party. The agreement need not be filed with the court, but [if formal proceedings have been stayed pending mediation, the] both roster and non-roster mediators shall report the status of the matter to the court by submission of the Completion of Mediation form [whether agreement has been reached]. If an agreement is not reached, the matter shall be referred back to court for formal disposition.

Note: Adopted July 14, 1992 to be effective September 1, 1992; paragraph (c)(3) amended and paragraph (c)(4) adopted June 28, 1996 to be effective September 1, 1996; paragraphs (a) and (c)(2) amended and paragraph (c)(3)(v) adopted July 10, 1998 to be effective September 1, 1998; caption amended, paragraph (a) amended and redesignated as paragraphs (a) and (b), paragraphs (b), (c), (d), (e), and (f) amended and redesignated as paragraphs (c), (d), (e), (f), and (g) July 5, 2000 to be effective September 5, 2000; paragraphs (d)(2) and (d)(3) amended July 28, 2004 to be effective September 1, 2004; paragraph (b) amended July 27, 2006 to be effective September 1, 2006; new paragraph (c) adopted, former paragraph (c) redesignated as paragraph (d) and amended, former paragraph (d) redesignated as paragraph (e), new paragraph (f) adopted, former paragraph (e) redesignated as paragraph (g) and amended, former paragraph (f) redesignated as paragraph (h), and former paragraph (g) redesignated as paragraph (i) June 15, 2007 to be effective September 1, 2007; paragraph (b) amended and new subparagraph (f)(3) adopted July 16, 2009 to be effective September 1, 2009; paragraph (b) amended, subparagraph (e)(1) deleted,

subparagraphs (e)(2), (e)(3) and (e)(4) amended and redesignated as subparagraphs (e)(1), (e)(2) and (e)(3), subparagraphs (f)(1) and (f)(3) amended, paragraph (g) amended, subparagraphs (h)(1) and (h)(2) amended, and paragraph (i) amended July 27, 2105 to be effective September 1, 2015.

1:40-6. Mediation of Civil, Probate, and General Equity Matters

The CDR program of each vicinage shall include mediation of civil, probate, and general equity matters, pursuant to rules and guidelines approved by the Supreme Court.

(a) Referral to Mediation. . . . no change.

(b) Designation of Mediator. Within 14 days after entry of the mediation referral order, the parties may select a mediator, who may, but need not, be listed on the court's Roster of Civil Mediators. Lead plaintiff's counsel must in writing provide the CDR Point Person in the county, as well as the individual designated by the court in the mediation referral order, with the name of the selected mediator. If the parties do not timely select a mediator, the individual designated by the court in the mediation referral order shall serve. All roster and non-roster mediators [on the court's roster as well as those not on the roster], whether party-selected or court-designated, shall comply with the terms and conditions set forth in the mediation referral order.

(c) Stay of Proceedings. . . . no change.

(d) Withdrawal and Removal from Mediation. . . . no change.

(e) Mediation Statement. . . . no change.

(f) Procedure Following Mediation. . . . no change.

(g) Compensation of Mediators. . . . no change.

Note: Adopted July 5, 2000 to be effective September 5, 2000 (and former Rule 1:40-6 redesignated as Rule 1:40-7); paragraph (b) amended July 12, 2002 to be effective September 3, 2002; paragraphs (e) and (g) amended July 27, 2006 to be effective September 1, 2006; paragraph (a) amended September 11, 2006 to be effective immediately; paragraph (e) amended July 31, 2007 to be effective September 1, 2007; paragraph (d) amended July 9, 2008 to be effective September 1, 2008; paragraph (e) amended July 16, 2009 to be effective September 1, 2009; paragraph (b) amended July 21, 2011 to be effective September 1, 2011; paragraph (b) amended July 27, 2015 to be effective September 1, 2015.

1:40-7. Complementary Dispute Resolution in the Special Civil Part

(a) Small Claims. Each vicinage shall provide a small claims settlement program in which (1) law clerks from all the divisions who have been trained in settlement techniques and as mediators pursuant to R. 1:40-12(b)[(5)](6), and other employees and volunteers who have been trained in settlement techniques and as mediators pursuant to R. 1:40-12(b)(1), serve as trained [neutrals] facilitators who help litigants settle their cases, and (2) cases that are not settled are tried on the same day, if possible. The training requirements apply to law clerks but not to other attorneys.

(b) Tenancy Actions. . . . no change.

(c) Other Actions for Damages. . . . no change.

Note: Adopted July 14, 1992 as Rule 1:40-6 to be effective September 1, 1992; amended and redesignated as Rule 1:40-7 July 5, 2000 to be effective September 5, 2000; caption and text deleted, new caption and new paragraphs (a), (b), and (c) adopted July 12, 2002 to be effective September 3, 2002; paragraph (a) amended July 16, 2009 to be effective September 1, 2009; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

1:40-8. Mediation of Minor Disputes in Municipal Court Actions

(a) Referral. A mediation notice may issue pursuant to [Rule] R. 7:8-1 requiring the parties to appear at a mediation session to determine whether mediation pursuant to these rules is an appropriate method for resolving the minor dispute. No referral to mediation shall be made if the complaint involves (1) serious injury, (2) repeated acts of violence between the parties, (3) clearly demonstrated psychological or emotional disability of a party, (4) incidents involving the same persons who are already parties to a Superior Court action between them, (5) matters arising under the Prevention of Domestic Violence Act (N.J.S.A. 2C:25-17 et seq.), [or] (6) a violation of the New Jersey Motor Vehicle Code (Title 39), or (7) matters involving penalty enforcement actions.

(b) Appointment of Mediators. A municipal court mediator shall be appointed by the Assignment Judge or a designee. The municipal mediator must comply with the requirements of R. 1:40-12. The Assignment Judge or a designee [who] may, either sua sponte or on request of the municipal court judge, remove a mediator upon the determination that the individual is unable [properly] to perform the mediator's functions.

Note: Adopted July 14, 1992 as Rule 1:40-7 to be effective September 1, 1992; paragraph (a) amended January 5, 1998 to be effective February 1, 1998; redesignated as Rule 1:40-8, paragraph (a) amended, and caption and text of paragraph (b) amended July 5, 2000 to be effective September 5, 2000; paragraphs (a) and (b) amended July 27, 2015 to be effective September 1, 2015.

1:40-12. Mediators and Arbitrators in Court-Annexed Programs

(a) Mediator Qualifications.

(1) . . . no change.

(2) . . . no change.

(3) Civil, General Equity, and Probate Action Roster Mediators. Mediator applicants to be on the roster for civil, general equity, and probate actions shall have at least: (A) a bachelor's degree; (B) five years of professional experience in the field of their expertise in which they will mediate; (C) completed the required mediation training as defined in subparagraph (b)(5) within the last five years; and (D) evidence of completed mediation of a minimum of two civil, general equity or probate cases within the last year. Applicants who had the required training over five years prior to their application to the roster must complete the six-hour family or civil supplemental mediation course as defined in subparagraph (b)(8) of this rule. [as well as either an advanced degree or an undergraduate degree, coupled in both cases with mediation experience. For purposes of this rule, an advanced degree means a juris doctor or equivalent; an advanced degree in business, finance, or accounting, an advanced degree in the field of expertise in which the applicant will practice mediation, for example, engineering, architecture, or mental health; or state licensure in the field of expertise, for example, certified public accountant, architect, or engineer. For purposes of this rule, mediation experience which, together with an advanced degree, will qualify an applicant means evidence of successful mediation of a minimum of two cases within the last year, provided however that mediation experience is waived if mediation training was completed within the last five years. For purposes of this rule, mediation experience which, together with an undergraduate degree, will

qualify an applicant means evidence of successful mediation of a minimum of ten cases involving subject matter otherwise cognizable in the Superior Court within the last five years.]

(4) Special Civil Part Mediators/Settlors. In addition to [qualified neutrals] mediators on the civil roster, those judicial law clerks, court staff, and volunteers who have completed a course of mediation training approved by the Administrative Office of the Courts may mediate/settle Small Claims actions. In the discretion of the Assignment Judge, such persons may also mediate/settle landlord-tenant disputes and other Special Civil Part actions, provided that they complete additional substantive and procedural training in landlord-tenant law of at least three and one-half hours for law clerks and attorneys and at least seven hours for all others, with such training to be approved by the Administrative Office of the Courts.

(5) . . . no change.

(6) Family Part Economic Mediators. To be listed on the approved roster, mediators [Mediators] of economic issues in family disputes shall meet the applicable requirements [herein] set forth below for attorneys and non-attorneys and shall complete the required training set forth in paragraph (b) of this Rule:

(i) Attorneys

a. Juris Doctor (or equivalent law degree)

b. Admission to the bar for at least seven years

c. Licensed to practice law in the state of New Jersey

d. Practice substantially devoted to matrimonial law

(ii) Non-Attorneys

a. Advanced degree in psychology, psychiatry, social work, business, finance, or accounting, or a CPA or other relevant advanced degree deemed appropriate by the credentials committee,

b. At least seven years of experience in the field of expertise, and

c. Licensed in New Jersey if required in the field of expertise

(iii) Any retired Superior Court judge with experience in handling dissolution matters.

(b) Mediator Training Requirements.

(1) General Provisions. All persons serving as mediators shall have completed the basic dispute resolution training course as prescribed by these rules and approved by the Administrative Office of the Courts. Volunteer mediators in the Special Civil Part and Municipal Court mediators shall have completed 18 classroom hours of basic mediation skills complying with the requirements of subparagraph (b)(3) of this rule. Mediators on the civil, general equity, and probate roster of the Superior Court shall have completed [18] 40 classroom hours of basic mediation skills complying with the requirements of subparagraph [(3)] (b)(5) of this rule and shall be mentored in at least two cases in the Law Division - Civil Part or Chancery Division - General Equity or Probate Part of the Superior Court for a minimum of five hours [being mentored] by [an experienced] a civil roster mentor mediator [on the roster] who has been approved in accordance with [guidelines] the "Guidelines for the Civil Mediation Mentoring Program" promulgated by the Administrative Office of the Courts [in at least two cases in the Superior Court. Individuals may obtain a waiver of the mentoring requirement from the Administrative Office of the Courts on the successful demonstration that they have previously served as a mediator in at least five cases under R. 1:40-4 or comparable mediation program or

have satisfactorily completed at least 10 hours in an approved advanced mediation course.] Family Part mediators shall have completed a 40 hour training program complying with the requirements of subparagraph (b)(4) of this rule[; and judicial] and, unless otherwise exempted in this rule, at least five hours being mentored by a family roster mentor mediator in at least two cases in the Family Part. In all cases it is the obligation of the mentor mediator to inform the litigants prior to mediation that a second mediator will be in attendance and why. If either party objects to the presence of the second mediator, the second mediator may not attend the mediation. In all cases, the mentor mediator conducts the mediation, while the second mediator observes. Mentored mediators are provided with the same protections as the primary mediator under the Uniform Mediation Act. Child welfare mediators and staff/law clerk mediators are exempted from the mentoring requirements except as required to do so for remedial reasons. Mediators already serving on the Civil mediator roster prior to September 1, 2015 are exempted from the updated training requirements. Family Roster mediators who wish to serve on the Civil Roster, must complete the six-hour supplemental Civil Mediation training and must comply with the Civil roster mentoring requirement of five hours and two cases in the Civil Part. Judicial law clerks shall have successfully completed 12 classroom hours of basic mediation skills complying with the requirements of subparagraph [(5)] (b)(6) of this rule.

(2) Continuing Training. Commencing in the year following [the completion of the basic training course or the waiver thereof] admission to one of the court's mediator rosters, all mediators shall annually attend four hours of continuing education and shall file with the Administrative Office of the Courts or the Assignment Judge, as appropriate, an annual certification of compliance. To meet the requirement, this continuing education shall include instruction in ethical issues associated with mediation practice, program guidelines and/or case

management and should cover at least one of the following: (A) case management skills; and (B) mediation and negotiation concepts and skills. [(A) reinforcing and enhancing mediation and negotiation concepts and skills, (B) other professional matters related to mediation. Mediators who have been approved to serve as mentors under subsection (b)(1) of this Rule may apply the time spent mentoring to satisfy this requirement.]

(3) . . . no change.

(4) Mediation Course Content - Family Part Actions. The 40-hour classroom course for family action mediators shall include basic mediation skills as well as at least 22 hours of specialized family mediation training, which should cover family and child development, family law, dissolution procedures, family finances, and community resources. In special circumstances and at the request of the Assignment Judge, the Administrative Office of the Courts may temporarily approve for a one-year period an applicant who has not yet completed the specialized family mediation training, provided the applicant has at least three years of experience as a mediator or a combination of mediation experience and service in the Family Part, has co-mediated in a CDR program with an experienced family mediator, and certifies to the intention to complete the specialized training within one year following the temporary approval. Economic mediators in family disputes [: (1)] shall have completed 40 hours of training in family mediation in accordance with this rule [, or (2) shall have completed a minimum of 25 hours of mediation training with a commitment to complete the remaining 15 hours of specialized training within one year following their addition to the roster of mediators consistent with the requirements of this subparagraph].

(5) Mediation Course Content - Civil, General Equity, and Probate Actions. The 40-hour classroom course for civil, general equity and probate action mediators shall include

basic and advanced mediation skills as well as specialized civil mediation training as approved by the Administrative Director of the Courts.

[(5)] (6) Training Requirements for Judicial Law Clerks. Judicial law clerks serving as mediators shall first have completed either a 12-hour training course prescribed by the Administrative Office of the Courts, an approved course conducted by another institution or agency, or other comparable training. Proof of completion of any training other than the prescribed 12-hour course shall be submitted to the Administrative Office of the Courts for a determination of suitability. The Administrative Office of the Courts shall work with other institutions and agencies to encourage their provision of judicial law clerk mediation training and shall either approve or evaluate that training.

[(6)] (7) Co-mediation; mentoring; training evaluation. In order to reinforce mediator training, the vicinage CDR coordinator shall, insofar as practical and for a reasonable period following initial training, assign any new mediator who is either an employee or a volunteer to co-mediate with an experienced mediator and shall assign an experienced mediator to mentor a new mediator. Using evaluation forms prescribed by the Administrative Office of the Courts, the vicinage CDR coordinator shall also evaluate the training needs of each new mediator during the first year of the mediator's qualifications and shall periodically assess the training needs of all mediators.

(8) Mediation Course Content - Supplemental Mediation Training for Civil and Family Mediators. Applicants to the roster who have been trained in a 40-hour out-of-state mediation training or who took the 40-hour New Jersey mediation training more than five years prior to applying to the roster, and who otherwise qualify under this rule, must further attend a six-hour supplemental course approved by the Administrative Office of the Courts. There shall

be two distinct supplemental courses, one for family mediators and one for civil mediators. The courses shall include, but are not limited to, training in facilitative methods, case management techniques, procedural requirements for an enforceable mediated settlement, NJ Rules and mediator ethics, Guidelines for Mediator Compensation (see Appendix XXVI to these Rules), the Uniform Mediation Act (N.J.S.A. 2A:23C-1 to -13), and mediation case law.

(c) Arbitrator Qualification and Training. . . . no change.

(d) Training Program Evaluation. . . . no change.

Note: Adopted July 14, 1992 as Rule 1:40-10 to be effective September 1, 1992; caption amended, former text redesignated as paragraphs (a) and (b), paragraphs (a)3.1 and (b)4.1 amended June 28, 1996 to be effective September 1, 1996; redesignated as Rule 1:40-12, caption amended and first sentence deleted, paragraph (a)1.1 amended and redesignated as paragraph (a)(1), paragraph (a)2.1 amended and redesignated as paragraph (a)(2), paragraph (a)2.2 amended and redesignated as paragraph (b)(5), new paragraphs (a)(3) and (a)(4) adopted, paragraph (a)3.1 redesignated as paragraph (a)(5), paragraph (a)3.2 amended and incorporated in paragraph (b)(1), paragraph (a)4.1 amended and redesignated as paragraph (b)(6), paragraph (b)1.1 amended and redesignated as paragraph (b)(1), paragraphs (b)2.1 and (b)3.1 amended and redesignated as paragraphs (b)(2) and (b)(3), paragraph (b)4.1 redesignated as paragraph (b)(4) with caption amended, paragraph (b)5.1 amended and redesignated as paragraph (b)(7) with caption amended, new section (c) adopted, and paragraph (b)5.1(d) amended and redesignated as new section (d) with caption amended July 5, 2000 to be effective September 5, 2000; paragraphs (a)(3) and (b)(1) amended July 12, 2002 to be effective September 3, 2002; paragraphs (b)(1), (b)(3), and (c) amended July 28, 2004 to be effective September 1, 2004; caption amended and paragraph (a)(4) caption and text amended June 15, 2007 to be effective September 1, 2007; new paragraph (a)(6) caption and text adopted, paragraph (b)(1) amended, paragraph (b)(2) deleted, paragraphs (b)(3) and (b)(4) redesignated as paragraphs (b)(2) and (b)(3), paragraph (b)(5) amended and redesignated as paragraph (b)(4), and paragraphs (b)(6) and (b)(7) redesignated as paragraphs (b)(5) and (b)(6) July 16, 2009 to be effective September 1, 2009; subparagraphs (b)(2) and (b)(4) amended July 21, 2011 to be effective September 1, 2011; subparagraph (a)(3) caption and text amended, subparagraphs (a)(4), (a)(6), (b)(1), (b)(2) and (b)(4) amended, former subparagraph (b)(5) redesignated as subparagraph (b)(6), former subparagraph (b)(6) redesignated as subparagraph (b)(7), new subparagraphs (b)(5) and (b)(8) adopted July 27, 2015 to be effective September 1, 2015.

2:9-1. Control by Appellate Court of Proceedings Pending Appeal or Certification

(a) Control Prior to Appellate Disposition. Except as otherwise provided by R. 2:9-3, 2:9-4 (bail), 2:9-5 (stay pending appeal), 2:9-7 and 3:21-10(d), the supervision and control of the proceedings on appeal or certification shall be in the appellate court from the time the appeal is taken or the notice of petition for certification filed. The trial court, however, shall have continuing jurisdiction to enforce judgments and orders pursuant to R. 1:10 and as otherwise provided. In addition, when an appeal is taken from an order compelling or denying arbitration, the trial court shall retain jurisdiction to address issues relating to claims and parties that remain in that court. When an appeal is taken from an order involving a child who has been placed in care by the Division of Child Protection and Permanency, the trial court shall retain jurisdiction to conduct summary hearings in due course to address issues not the subject of the appeal relating to the child or the child's family. Unless the appeal concerns the permanency plan of the child, the trial court also shall retain jurisdiction to conduct hearings to address the permanency plan of the child. The appellate court may at any time entertain a motion for directions to the court or courts or agencies below or to modify or vacate any order made by such courts or agencies or by any judge below.

(b) Proceedings on Remand to Tribunal of First Instance. . . . no change.

(c) Ineffective Assistance of Counsel Claim in Appeals from Judgment Terminating Parental Rights. . . . no change.

Note: Source -- R.R. 1:4-1 (first sentence), 1:10-6(a) (first and third sentences); paragraph (a) amended July 16, 1981 to be effective September 14, 1981; paragraph (a) amended November 1, 1985 to be effective January 2, 1986; new paragraph (c) adopted July 16, 2009 to be effective September 1, 2009; paragraph (a) amended July 19, 2012 to be effective September 4, 2012; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

3:5-7. Motion to suppress evidence and for return of property

(a) Applicability; Notice; Time. On notice to the prosecutor of the county in which the matter is pending or threatened, to the applicant for the warrant if the search was with a warrant, and to co-indictees, if any, and in accordance with the applicable provisions of R. 1:6-3 and R. 3:10, a person claiming to be aggrieved by an unlawful search and seizure and having reasonable grounds to believe that the evidence obtained may be used against him or her in a penal proceeding, may apply to the Superior Court [only and] in the county in which the matter is pending or threatened to suppress the evidence and for the return of the property seized (1) without a warrant if the matter involves an indictable crime or (2) where the search warrant was issued by a Superior Court judge, even though the offense charged or to be charged may be within the jurisdiction of a municipal court. [Such] A motion filed in the Superior Court shall be made pursuant to R. 3:10-2. When an offense charged or to be charged is within the jurisdiction of the Municipal Court, a motion to suppress evidence and for the return of property seized resulting from a search warrant issued by a Municipal Court judge or seized without a warrant shall be filed pursuant to R. 7:5-2.

(b) Briefs. . . . no change.

(c) Hearing. . . . no change.

(d) Appellate Review. . . . no change.

(e) Return of Property. . . . no change.

(f) Consequences of Failure to Move. . . . no change.

(g) Effect of Irregularity in Warrant. . . . no change.

Note: Source - R.R. 3:2A-6(a)(b). Paragraph (a) amended, paragraphs (b), (c), (d) adopted and former paragraphs (b), (c), (d) redesignated as (e), (f), (g) respectively January 28, 1977 to be effective immediately; paragraphs (a) and (c) amended July 16, 1979 to be effective September

10, 1979; paragraph (a) amended July 16, 1981 to be effective September 14, 1981; paragraph (a) amended June 9, 1989 to be effective June 19, 1989; paragraph (a) amended July 13, 1994 to be effective January 1, 1995; paragraph (a) amended January 5, 1998 to be effective February 1, 1998; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

3:10-3. Notice by the State - Expert Witness Testimony When Testifying Expert Did Not Participate in Underlying Tests [new]

(a) Notice by the State. Whenever the State intends to call an expert witness to testify at trial and that expert witness did not conduct, supervise, or participate in a scientific or other such test about which he or she will testify, the State shall serve written notice upon the defendant and counsel of intent to call that witness, along with a proffer of such testimony, all reports pertaining to such testimony, and any underlying tests, at least 20 days before the pretrial proceeding begins, or at least 20 days before the pretrial conference. If extenuating circumstances exist, the state may file the notice after this deadline. For purposes of this rule the term "test" shall include any test, demonstration, forensic analysis or other type of expert examination.

(b) Objection by the Defendant. If the defendant intends to object to the expert testimony, the defendant shall serve written notice upon the State of any objection within 10 days of receiving the State's notice of intent. In the defendant's notice of objection, he or she must specify the grounds for such objection, including any Confrontation Clause grounds under either the United States or New Jersey State Constitution.

(c) Determination. Whenever a defendant files a notice of objection specifying the grounds for objection, the court shall decide admissibility of the testimony on the grounds alleged no later than seven days before the beginning of trial.

(d) Failure to Comply With Time Limitations. The defendant's failure to file a notice of objection within the timeframe required by this rule shall constitute a waiver of any objection to the admission of the expert testimony. The defendant's failure to specify a particular ground for such objection shall constitute a waiver of any ground not specified. The State's failure to file a notice of intent within the timeframe required by this rule shall for good cause shown extend the

time for defendant to object pursuant to paragraph (b) and for the court to decide admissibility of the testimony pursuant to paragraph (c). In any event, the court may take such action as the interest of justice requires.

(e) Time Limitations. The time limitations set forth in this rule shall not be relaxed except upon a showing of good cause.

Note: Source -- R.R. 3:5-5(b)(2) (first sentence); former R. 3:10-3 amended and redesignated R. 3:10-2(d) July 13, 1994 to be effective January 1, 1995. New rule adopted July 27, 2015 to be effective September 1, 2015.

3:13-3. Discovery and Inspection

(a) Pre-Indictment Discovery. . . . no change.

(b) Post Indictment Discovery.

(1) Discovery by the Defendant. Except for good cause shown, the prosecutor's discovery for each defendant named in the indictment shall be delivered to the criminal division manager's office, or shall be available through the prosecutor's office, within seven days of the return or unsealing of the indictment. Good cause shall include, but is not limited to, circumstances in which the nature, format, manner of collation or volume of discoverable materials would involve an extraordinary expenditure of time and effort to copy. In such circumstances, the prosecutor may make discovery available by permitting defense counsel to inspect and copy or photograph discoverable materials at the prosecutor's office, rather than by copying and delivering such materials. The prosecutor shall also provide defense counsel with a listing of the materials that have been supplied in discovery. If any discoverable materials known to the prosecutor have not been supplied, the prosecutor shall also provide defense counsel with a listing of the materials that are missing and explain why they have not been supplied.

If the defendant is represented by the public defender, defendant's attorney shall obtain a copy of the discovery from the prosecutor's office or the criminal division manager's office prior to, or at, the pre-arraignment conference. However, if the defendant has retained private counsel, upon written request of counsel submitted along with a copy of counsel's entry of appearance and received by the prosecutor's office prior to the date of the pre-arraignment conference, the prosecutor shall, within three business days, send the discovery to defense counsel either by U.S. mail at the defendant's cost or by e-mail without charge, with the manner of transmittal at the prosecutor's discretion. Defense counsel shall simultaneously send a copy of the request for mail

or e-mail discovery, along with any request for waiver of the pre-arraignment conference under R. 3:9-1(a), to the criminal division manager's office.

If the defendant is unrepresented at the prearraignment conference, a copy of the discovery shall be provided to defense counsel upon request as provided for in the preceding paragraph, or at the arraignment/status conference, which shall occur no later than 28 days after the return or unsealing of the indictment.

A defendant who does not seek discovery from the State shall so notify the criminal division manager's office and the prosecutor, and the defendant need not provide discovery to the State pursuant to sections (b)(2) or (f), except as required by Rule 3:12-1 or otherwise required by law.

Discovery shall include exculpatory information or material. It shall also include, but is not limited to, the following relevant material:

(A) . . . no change.

(B) . . . no change.

(C) . . . no change.

(D) . . . no change.

(E) . . . no change.

(F) . . . no change.

(G) . . . no change.

(H) . . . no change.

(I) names and addresses of each person whom the prosecutor expects to call to trial as an expert witness, the expert's qualifications, the subject matter on which the expert is expected to testify, a copy of the report, if any, of such expert witness, or if no report is prepared,

a statement of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion. Except as otherwise provided in R. 3:10-3, if [If] this information is not furnished 30 days in advance of trial, the expert witness may, upon application by the defendant, be barred from testifying at trial.

(J) . . . no change.

(2) Discovery by the State. . . . no change.

Note: Source - R.R. 3:5-11(a)(b)(c)(d)(e)(f)(g)(h). Paragraphs (b)(c)(f) and (h) deleted; paragraph (a) amended and paragraphs (d)(e)(g) and (i) amended and redesignated June 29, 1973 to be effective September 10, 1973. Paragraph (b) amended July 17, 1975 to be effective September 8, 1975; paragraph (a) amended July 15, 1982 to be effective September 13, 1982; paragraphs (a) and (b) amended July 22, 1983 to be effective September 12, 1983; new paragraphs (a) and (b) added, former paragraphs (a), (b), (c), (d) and (f) amended and redesignated paragraphs (c), (d), (e), (f) and (g) respectively and former paragraph (e) deleted July 13, 1994 to be effective January 1, 1995; Rule redesignation of July 13, 1994 eliminated December 9, 1994, to be effective January 1, 1995; paragraphs (c)(6) and (d)(3) amended June 15, 2007 to be effective September 1, 2007; subparagraph (f)(1) amended July 21, 2011 to be effective September 1, 2011; new subparagraph (c)(10) adopted July 19, 2012 to be effective September 4, 2012; paragraph (a) amended, paragraph (b) text deleted, paragraph (c) amended and renumbered as paragraph (b)(1), paragraph (d) amended and renumbered as paragraph (b)(2), new paragraphs (b)(3) and (c) adopted, paragraphs (e) and (f) renumbered as paragraphs (d) and (e), paragraph (g) amended and renumbered as paragraph (f) December 4, 2012 to be effective January 1, 2013; paragraph (b)(1)(I) amended July 27, 2015 to be effective September 1, 2015.

3:14-1. Venue

An offense shall be prosecuted in the county in which it was committed, except that

(a) . . . no change.

(b) . . . no change.

(c) . . . no change.

(d) . . . no change.

[(e) Prosecution for acts of treason against this State which were committed outside the jurisdiction of this State shall be had in any county designated by the Chief Justice.]

[(f) Prosecutions for libel shall be had either in the county in which the publication was made or the county in which the libeled person resided at the time of the publication.]

[(g)] (e) An accessory may be prosecuted as such either in the county in which the offense to which he or she is an accessory is triable or the county in which he or she became such accessory.

[(h)] (f) Any person [who steals the property of another, outside this State, or receives such property knowing it to have been stolen, and brings it into this State,] charged with receiving stolen property may be prosecuted in any county [into or through] in which the stolen property is [brought] possessed.

[(i)] (g) Prosecutions for acts of forgery, [embezzlement, conversion or-misappropriation] fraud, theft by deception, or theft by unlawful disposition may be had either in the county in which such offense was committed or in the county in which the offender last resided.

[(j)] (h) Prosecutions for [desertion] nonsupport may be had either in the county in which the [wife] spouse, statutory partner or any child resided at the time of the [desertion] nonsupport

or in the county in which the [wife] spouse or statutory partner resides when the prosecution is begun.

[(k)] (i) The county of venue for purposes of trial of indictments returned by a State Grand Jury shall be designated by the Assignment Judge appointed to impanel and supervise the State Grand Jury or Grand Juries pursuant to R. 3:6-11(b).

Note: Source-R.R. 3:6-1; paragraph (k) adopted July 17, 1975 to be effective September 8, 1975; paragraph (g) amended July 13, 1994 to be effective September 1, 1994; paragraphs (e) and (f) deleted, former paragraph (g) redesignated as paragraph (e), former paragraph (h) amended and redesignated as paragraph (f), former paragraph (i) amended and redesignated as paragraph (g), former paragraph (j) amended and redesignated as paragraph (h), and former paragraph (k) redesignated as paragraph (i) July 27, 2015 to be effective September 1, 2015.

3:21-11. Motion to Vacate Certain Convictions [new]

(a) Motion for Relief. In accordance with the time frame in paragraph (b) of this rule, a person convicted of N.J.S.A. 2C:34-1, prostitution and related offenses; or N.J.S.A. 2C:34-1.1, loitering for the purpose of engaging in prostitution; or a similar local ordinance may file a motion with the Superior Court in the county where the conviction occurred, to vacate the conviction and contemporaneously expunge any reference to the person's arrest, conviction, and any proceeding for prostitution, when the person's participation in the offense was a result of having been a victim of human trafficking pursuant to N.J.S.A. 2C:13-8 or as defined in 22 U.S.C. 7102(14).

(b) Time. Following the entry of a judgment of conviction, a motion shall be made and heard within a reasonable time after the applicant has ceased to be a victim of human trafficking or has sought services for being a victim of human trafficking, whichever occurs later, subject to reasonable concerns for the safety of the applicant, family members of the applicant, or other victims of human trafficking that may be jeopardized by the bringing of the motion, or for other reasons consistent with this rule.

(c) Notice. The notice of motion, together with a copy of all supporting documents, shall be served by certified or registered mail, return receipt requested, upon the Attorney General; the county prosecutor of the county where the court is located; the Superintendent of State Police; the chief of police or other executive head of the police department of the municipality where the offense was committed; the chief law enforcement officer of any other law enforcement agency of this State that participated in the arrest of the applicant; the superintendent or warden of any institution in which the applicant was confined; and, if a disposition was made in municipal

court, upon the judge of that court. A noticed party may make an appearance or file a submission responding to the motion.

(d) Contents of Motion; Certification; Procedure.

(1) Contents of Motion. The motion shall set forth the following information: a notice of motion; the movant's certification setting forth the claim, along with a description of all of the evidence included; the movant's certification of victimization; packet of evidence documenting the applicant's status as a victim of human trafficking at the time of the offense; the date, docket number, and content of the complaint, indictment or accusation upon which the conviction was based and the county where filed; the date and content of the sentence or judgment complained of and the name of the presiding judge; consent to vacate the conviction and expunge any reference to the applicant's arrest, conviction, and any proceeding for prostitution from the prosecutor where the offense occurred, if such consent has been obtained; form of order to vacate the conviction and expunge records; and proof of service upon the parties. Evidence documenting the applicant's status as a victim of human trafficking at the time of the offense may include, but not be limited to:

(A) certified records of federal or State court proceedings which demonstrate that the applicant was a victim of a trafficker charged with a human trafficking offense under N.J.S.A. 2C:13-8 or chapter 77 of Title 18 of the United States Code;

(B) certified records of approval notices or law enforcement certifications generated from a federal immigration proceeding available to victims of human trafficking;

(C) testimony or a sworn statement from a trained professional staff member of a victim services organization, an attorney, a member of the clergy or a health care or other

professional from whom the applicant has sought assistance in addressing the trauma associated with being a victim of human trafficking; or

(D) any other evidence that the court deems appropriate.

(2) Certification; Hearing. Any factual assertion that provides the predicate for a claim of relief must be made by an affidavit or certification pursuant to Rule 1:4-4 and based upon personal knowledge of the declarant. A hearing need not be conducted on the motion, unless the court, after review of the material submitted, concludes that a hearing is required in the interest of justice.

(e) Order. The court may vacate a conviction pursuant to this rule upon a finding by a preponderance of the evidence that the applicant was a victim of human trafficking pursuant to N.J.S.A. 2C:13-8 or as defined in 22 U.S.C. 7102(14) at the time of the offense, and that the violation was a result of the applicant having been a victim of human trafficking. If the court finds that the applicant was a victim of human trafficking it shall enter an order vacating the conviction and directing that all court records be revised accordingly, and requiring that any court, law enforcement, correctional agencies, and other parties noticed pursuant to this rule expunge all references to the applicant's arrest, conviction, and related proceedings for the violation of N.J.S.A. 2C:34-1, prostitution and related offenses; or N.J.S.A. 2C:34-1.1, loitering for the purpose of engaging in prostitution; or a similar local ordinance from all records in their custody that relate to the vacated conviction.

(f) Expungement. Nothing herein shall prohibit a person from seeking an expungement pursuant to N.J.S.A. 2C:52-1 to -32.

Note: Adopted July 27, 2015 to be effective September 1, 2015.

3:26-2. Authority to Set Bail

(a) Authority to Set Initial Bail. A Superior Court judge may set bail for a person charged with any offense. Bail for any offense except murder, kidnapping, manslaughter, aggravated manslaughter, aggravated sexual assault, sexual assault, aggravated criminal sexual contact, a person arrested in any extradition proceeding or a person arrested for a fourth-degree contempt offense under N.J.S.A. 2C:29-9(b) for violating a domestic violence restraining order may be set by any other judge, or in the absence of a judge, by a municipal court administrator or deputy court administrator.

(b) Initial Bail Set. . . . no change.

(c) Review of Initial Set. . . . no change.

(d) Bail Reductions. . . . no change.

Note: Source-R.R. 3:9-3(a) (b) (c); amended July 24, 1978 to be effective September 11, 1978; amended May 21, 1979 to be effective June 1, 1979; amended August 28, 1979 to be effective September 1, 1979; amended July 26, 1984 to be effective September 10, 1984; caption amended, former text amended and redesignated paragraph (a) and new paragraphs (b), (c) and (d) adopted July 13, 1994 to be effective January 1, 1995; paragraph (b) amended January 5, 1998 to be effective February 1, 1998; paragraph (d) amended July 9, 2013 to be effective September 1, 2013; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

4:21A-1. Actions Subject to Arbitration; Notice and Scheduling of Arbitration

(a) Mandatory Arbitration. . . . no change.

(b) Voluntary Arbitration. . . . no change.

(c) Removal From Arbitration. . . . no change.

(d) Notice of Arbitration; Scheduling; Adjournment. . . . no change.

(e) Pretrial Discovery. . . . no change.

(f) Arbitration in Family Part Matters. Arbitration in Family Part matters shall be governed by R. 5:1-5.

Note: Adopted November 1, 1985 to be effective January 2, 1986; paragraph (c) amended November 5, 1986 to be effective January 1, 1987; caption amended and former paragraph (a) redesignated paragraph (a)(1) and new paragraph (a)(2) adopted, paragraphs (b) and (c)(1) and (2) amended November 7, 1988 to be effective January 2, 1989; paragraphs (a)(1) and (2) and (c)(1) and (2) amended July 14, 1992 to be effective September 1, 1992; paragraphs (a)(2) and (c)(1) amended July 13, 1994 to be effective September 1, 1994; paragraphs (b) and (d) amended July 10, 1998 to be effective September 1, 1998; new text added to paragraph (a), paragraphs (a)(1) and (2) amended, new paragraph (a)(3) adopted, and paragraphs (c) and (d) amended July 5, 2000 to be effective September 5, 2000; corrective amendment to paragraph (d) adopted October 10, 2000 to be effective immediately; caption to R. 4:21A amended, and text of paragraph (a) of R. 4:21A-1 amended July 12, 2002 to be effective September 3, 2002; paragraphs (a) and (c)(1) amended July 28, 2004 to be effective September 1, 2004; subparagraph (a)(2) amended July 27, 2006 to be effective September 1, 2006; new paragraph (f) caption and text adopted July 27, 2015 to be effective September 1, 2015.

4:59-1. Execution

(a) In General. . . . no change.

(b) Contents of Writs of Execution and Other Process for the Enforcement of Judgments. . . . no change.

(c) Execution to Enforce a Court Order for the Support of Dependents. Income withholding to enforce a judgment or order for the periodic payment of alimony or child support shall be governed by R. [5:7-5(b), (c) and (d)] 5:7-4A(a), (b) and (c). The Presiding Judge of the Family Division in each vicinage may issue a standing or special order authorizing the Probation Division to execute on cash or cash-equivalent assets, as defined herein, to collect child support or alimony judgments payable through the Probation Division, and directing that writs of execution to collect past-due child support or alimony be served on the holder of such assets by the Probation Division. In vicinages where such an order is issued, an execution to enforce an alimony or child support judgment against cash or cash-equivalent assets shall be governed by R. 5:7-5[(e)](b) and the Vicinage Chief Probation Officer shall be designated Deputy Clerk of the Superior Court for the limited purpose of certifying writs of execution for alimony or child support judgments payable through the Probation Division. Cash or cash-equivalent assets include bank accounts, retirement accounts, trusts, insurance proceeds, net monetary awards and settlements from civil lawsuits, non-court settlements, proceeds from estates, investments, commissions, bonuses and any other asset from which funds are readily available without the need for seizure, inventory or public sale.

(d) Order of Property Subject to Execution; Required Motion. . . . no change.

(e) Wage Executions; Notice, Order, Hearing. . . . no change.

(f) Supplementary Proceedings. . . . no change.

(g) Sheriff's Costs. . . . no change.

(h) Notice to Debtor. . . . no change.

(i) Forms. . . . no change.

Note: Source — R.R. 4:74-1, 4:74-2, 4:74-3, 4:74-4. Paragraph (c) amended November 17, 1970 effective immediately; paragraph (d) amended July 17, 1975 to be effective September 8, 1975; paragraph (a) amended, new paragraph (b) adopted and former paragraphs (b), (c), (d), and (e) redesignated (c), (d), (e) and (f) respectively, July 24, 1978 to be effective September 11, 1978; paragraph (b) amended July 21, 1980 to be effective September 8, 1980; paragraphs (a) and (b) amended July 15, 1982 to be effective September 13, 1982; paragraph (d) amended July 22, 1983 to be effective September 12, 1983; paragraph (b) amended and paragraph (g) adopted November 1, 1985 to be effective January 2, 1986; paragraph (d) amended June 29, 1990 to be effective September 4, 1990; paragraph (e) amended July 14, 1992 to be effective September 1, 1992; paragraphs (a), (c), (e), (f), and (g) amended July 13, 1994 to be effective September 1, 1994; paragraph (b) amended June 28, 1996 to be effective June 28, 1996; paragraph (d) amended June 28, 1996 to be effective September 1, 1996; paragraph (e) amended July 10, 1998 to be effective September 1, 1998; paragraphs (a), (e), and (g) amended July 5, 2000 to be effective September 5, 2000; paragraph (d) amended July 12, 2002 to be effective September 3, 2002; paragraph (d) amended July 28, 2004 to be effective September 1, 2004; paragraphs (a) and (d) amended, and new paragraph (h) adopted July 27, 2006 to be effective September 1, 2006; paragraphs (a) and (f) amended July 9, 2008 to be effective September 1, 2008; paragraph (c) redesignated as subparagraph (c)(2), new paragraph (c) caption adopted, new subparagraph (c)(1) caption and text adopted, and paragraph (g) amended July 23, 2010 to be effective September 1, 2010; paragraph (a) amended, former paragraphs (b) through (h) redesignated as paragraphs (c) through (i), new paragraph (b) adopted, redesignated paragraph (h) amended, and caption added to redesignated paragraph (i) July 19, 2012 to be effective September 4, 2012; paragraph (i) amended July 22, 2014 to be effective September 1, 2014; paragraph (c) amended July 27, 2015 to be effective September 1, 2015.

Rule 5:1-4. Differentiated Case Management in Civil Family Actions

(a) Case Management Tracks; Standards for Assignment. Except for summary actions, every civil family action shall be assigned, subject to reassignment as provided by paragraph (c) of this rule, to one of the following tracks:

(1) Priority Track. . . . no change.

(2) Complex Track. . . . no change.

(3) Expedited Track. . . . no change.

(4) Standard Track. Any action not qualifying for assignment to the Priority Track, Complex Track, [or] Expedited Track, or Arbitration Track shall be assigned to the Standard Track.

(5) Arbitration Track. At any point in a proceeding, the parties may agree to execute a Consent Order or Agreement to arbitrate or resolve the issues pending before the court pursuant to the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1, et seq., the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-1, et seq., or any other agreed upon framework for arbitration of disputes between and among parties to any proceeding arising from a family or family-type relationship except as provided in R. 5:1-5(a)(1). If the parties elect to arbitrate, the litigation shall be assigned to the Arbitration Track, and the arbitration shall proceed pursuant to R. 5:1-5. Issues not resolved in the arbitration shall be addressed in a separate mediation process or by the court after the disposition of the arbitration.

(b) Procedure for Track Assignment. The Family Presiding Judge or a judge designated by the Family Presiding Judge shall make the track assignment as soon as practicable after all parties have filed Family Case Information Statements required by R. 5:5-2 or after the case management conference required by R. 5:5-7, whichever is earlier. The track assignment,

however, shall not [shall not, however] precede the filing of the first responsive pleading in the action. In making the track assignment, due consideration shall be given to an attorney's request for track assignment. If all the attorneys agree on a track assignment, the case shall not be assigned to a different track except for good cause shown and after giving all attorneys the opportunity to be heard, in writing or orally. The good cause exception shall not apply to a case assigned to the Arbitration Track. If it is not clear from an examination of the information provided by the parties which track assignment is most appropriate, the case shall be assigned to a track other than the Arbitration Track that affords the greatest degree of management. The parties shall be advised promptly by the court of the track assignment.

(c) Track Reassignment. Except with respect to assignment to the Arbitration Track, an [An] action may be reassigned to a track other than that specified in the original notice to the parties either on the court's own motion or on application of a party. Unless the court otherwise directs, such application may be made informally to the Family Presiding Judge or to a judge designated by the Family Presiding Judge and shall state with specificity the reasons therefor. An action assigned to the Arbitration Track may be reassigned to the track assignment most appropriate if the parties mutually elect to opt out of the Arbitration Track by Consent Order or Agreement.

Note: Adopted January 21, 1999 to be effective April 5, 1999; paragraph (b) amended August 1, 2006 to be effective September 1, 2006; subparagraph (a)(3) amended July 21, 2011 to be effective September 1, 2011; subparagraph (a)(4) amended, new subparagraph (a)(5) adopted, and paragraphs (b) and (c) amended July 27, 2015 to be effective September 1, 2015.

5:1-5. Arbitration [new]

(a) Scope of Rule. This Rule applies to all Agreements to Arbitrate ("Agreements") and all Consent Orders to Arbitrate ("Consent Orders"), including but not limited to those entered into pursuant to the Uniform Arbitration Act, N.J.S.A. 2A:23B-1 et seq., the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-1 et seq., or any other agreed upon framework for arbitration or resolution of disputes between and among parties to any proceeding heard in the family part, except: (A) the entry of the final judgment of annulment or dissolution of relationship; (B) actions involving the Division of Child Protection and Permanency; (C) domestic violence actions; (D) juvenile delinquency actions; (E) family crisis actions; and (F) adoption actions, which may not be arbitrated.

(b) Prerequisites.

(1) Arbitration Questionnaire. Prior to the execution of any Agreement or entry of a Consent Order, each party shall review and execute the Arbitration Questionnaire, which is set forth in Appendix XXIX-A, and each party's questionnaire shall be attached to the Agreement or Consent Order.

(2) Agreement or Consent Order.

(A) Insofar as an Agreement or Consent Order relates to a pending family proceeding, the Agreement or Consent Order shall state:

(i) the parties understand their entitlement to a judicial adjudication of their dispute and are willing to waive that right;

(ii) the parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;

(iii) the parties have had sufficient time to consider the implications of their decision to arbitrate; and

(iv) the parties have entered into the Agreement or Consent Order freely and voluntarily, after due consideration of the consequences of doing so.

(B) In addition, in all family proceedings involving child-custody and parenting-time issues, the Agreement or Consent Order shall provide that:

(i) a record of all documentary evidence shall be kept;

(ii) all testimony shall be recorded verbatim; and

(iii) the award shall state, in writing, findings of fact and conclusions of law with a focus on the best-interests of the child standard.

(C) Further, in all family proceedings involving child support issues, the Agreement or Consent Order shall provide that the award shall state, in writing, findings of fact and conclusions of law with a focus on the best-interests standard, and consistent with R. 5:6A and Rules Appendix IX.

(D) Appendix XXIX-B is a template form of agreement to arbitrate pursuant to N.J.S.A. 2A:23B-1 et seq.

(E) Appendix XXIX-C is a template form of agreement to resolve disputes pursuant to N.J.S.A. 2A: 23A-1 et seq.

(F) Appendix XXIX-D is a form arbitrator/umpire disclosure.

(3) Certification. If the parties have entered into an Agreement or Consent Order to arbitrate or an arbitration award has issued, the certification filed pursuant to R. 4:5-1(b)(2) shall so state.

(c) Arbitration Track. Any action pending at the time that an Agreement or Consent Order to arbitrate is reached shall be placed on the Arbitration Track referenced in R. 5:1-4 for no more than one year following Arbitration Track assignment, which term may be extended by the court for good cause shown. Cases assigned to the Arbitration Track should be given scheduling consideration when fixing court appearances in other matters.

Note: Adopted July 27, 2015 to be effective September 1, 2015.

5:3-2. Closed hearings; record

(a) Hearings on Welfare or Status of a Child. Except as otherwise provided by rule or statute requiring full or partial in camera proceedings, the court, in its discretion, may on its own or party's motion direct that any proceeding or severable part thereof involving the welfare or status of a child be conducted in private. In the child's best interests, the court may further order that a child not be present at a hearing or trial unless the testimony, which may be taken privately in chambers or under such protective orders as the court may provide, is necessary for the determination of the matter. In matters brought by the Division of Child Protection and Permanency, the court shall accommodate the rights of the child as provided by N.J.S.A. 30:4C-61.2, prior to entering a permanency order. A verbatim record shall, however, be made of all in camera proceedings, including in-chamber testimony by or interrogation of a child.

(b) Sealing of Records. . . . no change.

Note: Source-R.R. (1969) 5:5-1(b). Adopted December 20, 1983, to be effective December 31, 1983; paragraphs (a) and (b) amended July 14, 1992 to be effective September 1, 1992; paragraph (a) amended June 28, 1996 to be effective September 1, 1996; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

5:3-8. Review and Enforcement of Arbitration Awards [new]

(a) Confirmation of Final or Interim Economic Awards. Except for child support awards that are governed by paragraph (c), either party may apply to the court by motion, the return date for which may be shortened by the court pursuant to R. 1:6-3(a), or summarily pursuant to R. 5:4-1 if no other family action is pending, to confirm a final or interim arbitration award. The court shall confirm and enter a judgment in conformity with the final award of the arbitrator, or confirm and enter a *pendente lite* order in conformity with an interim award of the arbitrator, unless the court determines to correct, modify or vacate the final or interim arbitration award pursuant to the procedures and standards set forth in the Uniform Arbitration Act, N.J.S.A. 2A:23B-23 or 24 (unless the parties have expanded the scope of review under N.J.S.A. 2A:23B-4(c)); the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-13 or 14; any other applicable statute; or any other agreed upon framework.

(b) Confirmation of Final or Interim Custody and Parenting Time Awards. Either party may apply to the court by motion, the return date for which may be shortened by the court pursuant to R. 1:6-3(a), or summarily pursuant to R. 5:4-1 if no other family action is pending, to confirm a final or interim child custody and parenting time arbitration award. The court shall confirm and enter a judgment in conformity with the final custody and parenting time award of the arbitrator, or confirm and enter a *pendente lite* order in conformity with an interim custody and parenting time award of the arbitrator unless the court finds that:

(1) a record of all documentary evidence has not been kept; or

(2) the award does not contain detailed written findings of fact and conclusions of law; or

(3) that a verbatim record of the proceedings was not made, in which case any interim or final award shall be subject to vacation and review *de novo* by the court; or

(4) there is evidential support establishing a *prima facie* case of harm to a child, in which event the court shall conduct a hearing and if, after that hearing, there is a finding of harm to a child, the parties' choice of arbitration shall be invalidated, the court shall vacate the interim or final award and determine *de novo* the child's best interest. If there is no finding of harm to a child, the court shall confirm and enter a judgment in conformity with the final award of the arbitrator, or confirm and enter a *pendente lite* order in conformity with an interim award of the arbitrator, unless the court determines to correct, modify or vacate the final or interim arbitration award pursuant to the procedures and standards set forth in the Uniform Arbitration Act, N.J.S.A. 2A: 23B-23 or 24 (unless the parties have expanded the scope of review under N.J.S.A. 2A:23B-4(c)); the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-13 or 14; any other applicable statute; or any other agreed upon framework.

(c) Confirmation of Final or Interim Child Support Awards.

Either party may apply to the court by motion, the return date for which may be shortened by the court pursuant to R. 1:6-3(a), or summarily pursuant to R. 5:4-1 if no other family action is pending, to confirm a final or interim child support arbitration award. The court shall confirm and enter a judgment in conformity with the final child support arbitration award of the arbitrator, or confirm and enter a *pendente lite* order in conformity with an interim child support award of the arbitrator unless the court finds that there is evidential support establishing a *prima facie* case of harm to a child, in which event the court shall conduct a hearing and if, after that hearing, there is a finding of harm to a child, the parties' choice of arbitration shall be invalidated, the court shall vacate the interim or final award and determine *de novo* the child's

best interest. If there is no finding of harm to a child, the court shall confirm and enter a judgment in conformity with the final award of the arbitrator, or confirm and enter a *pendente lite* order in conformity with an interim award of the arbitrator, unless the court determines to correct, modify or vacate the final or interim arbitration award pursuant to the procedures and standards set forth in the Uniform Arbitration Act, N.J.S.A. 2A: 23B-23 or 24 (unless the parties have expanded the scope of review under N.J.S.A. 2A:23B-4(c)); the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A:23A-13 or 14; any other applicable statute; or any other agreed upon framework.

Note: Adopted July 27, 2015 to be effective September 1, 2015.

5:4-2. Complaint

(a) Complaint Generally.

(1) Caption. . . . no change.

(2) Contents. Every complaint in a family part action, in addition to the special requirements prescribed by these rules for specific family actions shall also include a statement of the essential facts constituting the basis of the relief sought, the statute or statutes, if any, relied on by the plaintiff, the street address or, if none, the post office address of each party, or a statement that such address is not known; a statement of any previous family actions between the parties; and, if not otherwise stated, the facts upon which venue is based.

In any action involving the welfare or status of a child, the complaint shall include the child's name, address, the date of birth, and a statement of where and with whom the child resides.

[In any non-dissolution action involving the support of a child in which paternity was previously acknowledged by the parents, a copy of the Certificate of Parentage or other written acknowledgment of paternity shall be filed with the complaint for support.]

(b) Corespondent. . . . no change.

(c) Affidavit of Verification and Non-Collusion. . . . no change.

(d) Counterclaim. . . . no change.

(e) Amended or Supplemental Complaint or Counterclaim in Dissolution Matters. In any action for divorce, dissolution of civil union, termination of domestic partnership, nullity, or separate maintenance, a supplemental complaint or counterclaim may be allowed to set forth a cause of action which has arisen or become known since the filing of the original complaint, and

an amended complaint or counterclaim may be allowed to change the action from the originally pleaded cause to any other cognizable family or family type action.

(f) Affidavit or Certification of Insurance Coverage. . . . no change.

(g) Confidential Litigant Information Sheet. . . . no change.

(h) Affidavit or Certification of Notification of Complementary Dispute Resolution Alternatives. The first pleading of each party shall have annexed thereto an affidavit or certification in the form prescribed in Appendix XXVII-A or XXVII-B of these rules that the litigant has been informed of the availability of complementary dispute resolution ("CDR") alternatives to conventional litigation, including but not limited to mediation, [or] arbitration, and collaborative law (New Jersey Family Collaborative Law Act, N.J.S.A. 2A:23D-1 through -18), and that the litigant has received descriptive material regarding such CDR alternatives.

(i) Complaint in Non-Dissolution Matters. Non-dissolution actions shall commence with the filing of a verified complaint/counterclaim form promulgated by the Administrative Director of the Courts, except that attorneys may file a non-conforming complaint, which must have appended to it a completed supplement promulgated by the Administrative Director of the Courts.

In any action involving the welfare or status of a child, the complaint shall include the child's name, address, the date of birth, and a statement of where and with whom the child resides.

In any non-dissolution action involving the support of a child in which paternity was previously acknowledged by the parents, a copy of the Certificate of Parentage or other written acknowledgment of paternity shall be filed with the complaint for support.

(j) Designation of Complex Non-Dissolution Matters. In any non-dissolution action, any party or attorney seeking to designate a case as complex may submit that request in a verified complaint/counterclaim form promulgated by the Administrative Director of the Courts or in writing to the court prior to the first hearing. The procedure for the assignment of non-dissolution matters to the complex track is set forth in R. 5:5-7(c).

Note: Source-R. (1969) 4:77-1(a)(b)(c)(d), 4:77-2, 4:77-3, 4:77-4, 4:78-3, 5:4-1(a) (first two sentences). Adopted December 20, 1983, to be effective December 31, 1983; paragraph (b)(2) amended November 5, 1986 to be effective January 1, 1987; paragraphs (a)(2) and (d) amended November 2, 1987 to be effective January 1, 1988; paragraphs (b)(2) and (c) amended July 13, 1994 to be effective September 1, 1994; paragraph (a)(2) amended July 10, 1998 to be effective September 1, 1998; new paragraph (f) adopted January 21, 1999 to be effective April 5, 1999; paragraph (f) caption and text amended July 12, 2002 to be effective September 3, 2002; new paragraph (g) adopted July 28, 2004 to be effective September 1, 2004; new paragraph (h) adopted July 27, 2006 to be effective September 1, 2006; paragraph (h) amended October 10, 2006 to be effective immediately; paragraph (g) amended June 15, 2007 to be effective September 1, 2007; paragraphs (g) and (h) amended July 16, 2009 to be effective September 1, 2009; paragraphs (c), (d), (e), (f) and (g) amended July 21, 2011 to be effective September 1, 2011; paragraph (g) amended July 9, 2013 to be effective September 1, 2013; subparagraph (a)(2) amended, paragraph (e) caption amended, paragraph (h) amended, and paragraphs (i) and (j) adopted July 27, 2015 to be effective September 1, 2015.

5:5-4. Motions in Family Actions

(a) Motions. Motions in family actions shall be governed by R. 1:6-2(b) except that, in exercising its discretion as to the mode and scheduling of disposition of motions, the court shall ordinarily grant requests for oral argument on substantive and non-routine discovery motions and ordinarily deny requests for oral argument on calendar and routine discovery motions. When a motion is [brought] filed for enforcement or modification of a prior order or judgment, a copy of the order or judgment sought to be enforced or modified shall be appended to the pleading filed in support of the motion. When a motion or cross-motion is [brought] filed to establish alimony or child support [for the entry or modification of any order or judgment for alimony or child support based on changed circumstances], the [pleading] pleadings filed in support of, or in opposition to the motion, shall [have appended to it a copy of the prior case information statement or statements filed before entry of the order or judgment to be modified and] include a copy of a current case information statement. In the event a motion or cross-motion is filed to modify an obligation for alimony or child support based on changed circumstances, the movant shall append copies of the movant's current case information statement and the movant's case information statement previously executed or filed in connection with the order, judgment or agreement sought to be modified. [The pleading filed in opposition to entry of such an order shall have appended to it a copy of all prior case information statements.] If [the party seeking the alimony or child support] the court concludes either that the party seeking relief has demonstrated a *prima facie* showing of a substantial change of circumstances or that there is other good cause, then the court will order the [other] opposing party to file a copy of a current case information statement.

(b) Page Limits. . . . no change.

(c) Time for Service and Filing. . . . no change.

(d) Advance Notice. . . . no change.

(e) Tentative Decisions. . . . no change.

(f) Orders on Family Part Motions. . . . no change.

(g) Exhibits. . . . no change.

Note: Source-R.(1969) 4:77-1(a)(b)(c)(d), 4:77-2, 4:77-3, 4:77-4, 4:78-3, 5:4-1(a) (first two sentences). Adopted December 20 1983, to be effective December 31, 1983; paragraph (b)(2) amended November 5, 1986 to be effective January 1, 1987; paragraphs (a)(2) and (d) amended November 2, 1987 to be effective January 1, 1988; paragraphs(b)(2) and (c) amended July 13, 1994 to be effective September 1, 1994; paragraph (a)(2) amended July 10, 1998 to be effective September 1, 1998; new paragraph (f) adopted January 21, 1999 to be effective April 5, 1999; paragraph (f) caption and text amended July 12, 2002 to be effective September 3, 2002; new paragraph (g) adopted July 28, 2004 to be effective September 1, 2004; new paragraph (h) adopted July 27, 2006 to be effective September 1, 2006; paragraph (h) amended October 10, 2006 to be effective immediately; paragraph (g) amended June 15, 2007 to be effective September 1, 2007; paragraphs (g) and (h) amended July 16, 2009 to be effective September 1, 2009; paragraphs (c), (d), (e) (f) and (g) amended July 21, 2011 to be effective September 1, 2011 paragraph (g) amended July 9, 2013 to be effective September 1, 2013; paragraph (a) amended July 27, 2015 to be effective September 1, 2015.

5:5-6. Participation in Mandatory Post-ESP Mediation or in a Mandatory Post-ESP Complementary Dispute Resolution Event

(a) Mandatory Post-ESP Events. . . . no change.

(b) Mandatory Two Hour Minimum Participation. Unless good cause is shown why a particular matter should not be referred to this post-ESP program, litigants shall be required to participate in the program for no more than two hours, consisting of one hour of preparation time by the mediator or other individual conducting the alternate CDR event and one hour of time for the mediation or other CDR event. As provided in R. 1:40-4(b), litigants selecting a mediator from the statewide approved list of mediators [The litigants] will not be charged a fee for the mandatory first two hours of mediation. This provision does not apply when the litigants select an individual not on the statewide approved list of mediators. Participation after the first two hours shall be voluntary.

(c) Allocation of Fees After Two Hour Minimum. . . . no change.

Note: Adopted July 27, 2006 to be effective September 1, 2006; former text amended and allocated into paragraphs (a) and (b), captions to paragraphs (a) and (b) adopted, and new paragraph (c) caption and text adopted July 16, 2009 to be effective September 1, 2009; caption amended, paragraph (a) caption and text amended, and paragraphs (b) and (c) amended July 21, 2011 to be effective September 1, 2011; paragraph (b) amended July 27, 2015 to be effective September 1, 2015.

5:5-7. Case Management Conferences in Civil Family Actions

(a) Dissolution Priority and Complex Actions. In civil family actions assigned to the priority or complex track, an initial case management conference, which may be by telephone, shall be held within 30 days after the expiration of the time for the last permissible responsive pleading or as soon thereafter as is practicable considering, among other factors, the number of parties, if any, added or impleaded. Following the conference, the court shall enter an initial case management order fixing a schedule for initial discovery; requiring other parties to be joined, if necessary; narrowing the issues in dispute, if possible; and scheduling a second case management conference to be held after the close of the initial discovery period. The second case management order shall, among its other determinations, fix a firm trial date.

(b) Dissolution Standard and Expedited Cases. In civil family actions assigned to the standard or expedited track, a case management conference, which may be by telephone, shall be held within 30 days after the expiration of the time for the last permissible responsive pleading. The attorneys actually responsible for the prosecution and defense of the case shall participate in the case management conference and the parties shall be available in person or by telephone. Following the conference, the court shall enter a case management order fixing a discovery schedule and a firm trial date. Additional case management conferences may be held in the court's discretion and for good cause shown on its motion or a party's request.

(c) Non-Dissolution Actions. While non-dissolution actions are presumed to be summary and non-complex, at the first hearing following the filing of a non-dissolution application, the court, on oral application by a party or an attorney for a party, shall determine whether the case should be placed on a complex track. The court, in its discretion, also may make such a determination without an application from the parties. The complex track shall be reserved for

only exceptional cases that cannot be heard in a summary matter. The court may assign the case to the complex track based only on a specific finding that discovery, expert evaluations, extended trial time or another material complexity requires such an assignment. Applications for a complex track assignment made after the initial hearing may be considered upon presentation of exceptional circumstances. If the court deems a non-dissolution case to be appropriate for the complex track at the first hearing, an initial case management conference shall be held at that time, and a case management order shall be issued detailing the reasons that the case is deemed complex. The court shall enter an order fixing a schedule for discovery, narrowing the issues in dispute, appointing experts, ordering necessary reports from probation or third parties, scheduling mediation (where appropriate), fixing a trial date, scheduling a second case management conference to fix a trial date, or addressing any other relief the court may deem appropriate. At the first case management conference, the court shall address any pendente lite relief requested, identify and schedule any anticipated applications and/or schedule another hearing to address any requested relief. At the second case management conference, the court shall fix a trial date, address any stipulations between the parties, address anticipated applications, address the completion of discovery or expert or third party reports, narrow the issues, schedule mediation and fix the time for the filing of briefs and pre-marked documents.

Note: Adopted as R. 5:5-6 November 5, 1986 to be effective January 1, 1987; full text deleted and new paragraphs (a) and (b) adopted January 21, 1999 to be effective April 5, 1999; redesignated as R. 5:5 -7 July 27, 2006 to be effective September 1, 2006; paragraphs (a) and (b) captions amended, and new paragraph (c) caption and text adopted July 27, 2015 to be effective September 1, 2015.

5:6-1. When and by Whom Filed

Except for UIFSA proceedings pursuant to N.J.S.A. 2A:4-30.65 [through 2A:4-30.123] to -30.123, a summary action for support may be brought by either the party entitled thereto, [or] an assistance agency or a party seeking to establish that party's support obligation provided no other family action is pending in which the issue of support has been or could be raised.

Note: Source – new. Adopted December 20, 1983, to be effective December 31, 1983; amended November 1, 1985 to be effective January 2, 1986; amended May 25, 1999 to be effective July 1, 1999; amended July 27, 2015 to be effective September 1, 2015.

5:7-4. Orders Establishing Alimony and Child Support Obligations [Payments]

(a) Allocation of Support. . . . no change.

(b) Cases Enforced [Payments Administered] by the Probation Division. Enforcement of child support orders shall presumptively be in the county in which the child support order is first established (county of venue), unless the court orders the case transferred for cause. In cases where venue of a support case is transferred, Probation supervision of the case shall concurrently be transferred to the county of venue, unless the court otherwise orders for cause. The responsibility for the administration and enforcement of the judgment or order, including the transfer of responsibility, shall be governed by the policies established by the Administrative Director of the Courts. Alimony, maintenance, or child support payments not presently administered by the Probation Division shall be so made on application of either party to the court unless the other party, on application to the court, shows good cause to the contrary. In non-dissolution support proceedings, the court shall record its decision using the Uniform Order for Summary Support promulgated by the Administrative Director of the Courts. On the signing of any order that includes alimony, maintenance, child support, or medical support provisions to be administered by the Probation Division, the court shall, immediately after the hearing, send to the appropriate judicial staff one copy of the order which shall include a Confidential Litigant Information Sheet in the form prescribed by the Administrative Director of the Courts prepared by the parties or their attorneys providing the names, dates of birth, Social Security Numbers, and mailing addresses of the parents and the children; the occupation and driver's license number of the parent who is ordered to pay support; the policy number and name of the health insurance provider of the parent who is ordered to insure the children; and, if income withholding is ordered, the name and address of the obligor's employer. When a party or attorney must prepare

a formal written judgment or order pursuant to a judicial decision that includes alimony, maintenance or child support or medical support provisions to be administered by the Probation Division, the court shall, on the date of the hearing, record the support and health insurance provisions on a Temporary Support Order using the form prescribed by the Administrative Director of the Courts and shall immediately have such order and a Confidential Litigant Information Sheet in the form prescribed by the Administrative Director of the Courts (if it has not yet been provided by the parties or counsel) delivered to the appropriate judicial staff so that a support account can be established on the New Jersey automated child support system. A probation account shall be established on the automated child support system within eight business days of the date the court order was signed. Demographic information provided on the Confidential Litigant Information Sheet shall be required to establish a probation account and send case initiation documents to the parties and the obligor's employer. The Temporary Support Order shall remain in effect until a copy of the final judgment or order is received by the Probation Division. Judgments or orders amending the amounts to be paid through the Probation Division shall be treated in the same manner.

(c) Establishment of Support Arrears at the Hearing. . . . no change.

(d) Payments to the New Jersey Family Support Payment Center. All orders which include payment of child support, or spousal support in conjunction with child support on the same order, shall be entered onto the statewide automated child support enforcement system, and presumptively deemed [A judgment or order for payment of any support administered by the Probation Division shall be deemed to provide that payments are] payable to the New Jersey Family Support Payment Center, and supervised by the Probation Division, unless the court orders otherwise, for good cause shown.

(e) Income Withholding. All complaints, notices, pleadings, orders and judgments which include child support filed or entered on or after October 1, 1990 shall comply with the income withholding provisions of [Rule 5:7-5] R. 5:7-4A.

[(f) All Notices Applicable to All Orders and Judgments That Include Child Support Provisions. The judgment or order shall include notices stating: (1) that, if support is not paid through immediate income withholding, the child support provisions of an order or judgment are subject to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days; the withholding is effective against the obligor's current and future income from all sources authorized by law; (2) that any payment or installment of an order for child support or those portions of an order that are allocated for child support shall be fully enforceable and entitled to full faith and credit and shall be a judgment by operation of law against the obligor on or after the date it is due; before entry of a warrant of satisfaction of the child support judgment, any party to whom the child support is owed has the right to request assessment of post-judgment interest on child support judgments; (3) that no payment or installment of an order for child support or those portions of an order that are allocated for child support shall be retroactively modified by the court except for the period during which the party seeking relief has pending an application for modification as provided in N.J.S.A. 2A:17-56.23a; (4) that the occupational, recreational, and professional licenses, including a license to practice law, held or applied for by the obligor may be denied, suspended or revoked if: (i) a child support arrearage accumulates that is equal to or exceeds the amount of child support payable for six months, or (ii) the obligor fails to provide health care coverage for the child as ordered by the court within six months, or (iii) a warrant for the obligor's arrest has been issued by the court for obligor's failure to pay child support as ordered, or for obligor's

failure to appear at a hearing to establish paternity or child support, or for obligor's failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding; (5) that the driver's license held or applied for by the obligor may be denied, suspended, or revoked if (i) a child support arrearage accumulates that is equal to or exceeds the amount of child support payable for six months, or (ii) the obligor fails to provide health care coverage for the child as ordered by the court within six months; (6) that the driver's license held or applied for by the obligor shall be denied, suspended, or revoked if the court issues a warrant for the obligor's arrest for failure to pay child support as ordered, or for failure to appear at a hearing to establish paternity or child support, or for failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding; (7) that the amount of child support and/or the addition of a health care coverage provision in Title IV-D cases shall be subject to review, at least once every three years, on written request by either party to the Division of Family Development, P.O. Box 716, Trenton, NJ 08625-0716 and adjusted by the court, as appropriate, or upon application to the court; (8) that the parties are required to notify the appropriate Probation Division of any change of employer, address, or health care coverage provider within 10 days of the change and that failure to provide such information shall be considered a violation of the order; (9) that, in accordance with N.J.S.A. 2A:34-23b, the custodial parent may require the non-custodial parent's health care coverage provider to make payments directly to the health care provider by submitting a copy of the relevant sections of the order to the insurer; (10) that Social Security numbers are collected and used in accordance with section 205 of the Social Security Act (42 U.S.C. 405), that disclosure of an individual's Social Security number for Title IV-D purposes is mandatory, that Social Security numbers are used to obtain income, employment, and benefit information on individuals through computer matching

programs with federal and state agencies, and that such information is used to establish and enforce child support under Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.); and (11) that after a judgment or order is entered and a probation support account has been established, the obligee and the obligor shall notify the appropriate Probation Division of any change of employer, health insurance provider, or address and the obligee and obligor shall notify the Probation Division of a change of address or a change in the status of the children as may be required in the order or judgment within ten days of the change, and any judgment or order that includes alimony, maintenance, or child support shall so provide. Failure to provide information as to change of employer, health insurance provider, address, or status of the children shall be considered a violation of the order.]

[(g)] (f) Electronic Signatures on Child Support Orders. . . . no change.

Note: Source - R. (1969) 4:79-9(a). Adopted December 20, 1983, to be effective December 31, 1983; amended November 2, 1987 to be effective January 1, 1988; amended January 5, 1988 to be effective February 1, 1988; amended June 29, 1990 to be effective September 4, 1990; caption and text amended October 5, 1993 to be effective October 13, 1993; caption amended, text amended and redesignated as paragraphs (a), (b), and (d), captions of paragraph (a) through (e) and text of paragraphs (c) and (e) adopted July 13, 1994 to be effective September 1, 1994; paragraph (d) amended March 15, 1996 to be effective immediately; paragraph (b) amended June 28, 1996 to be effective immediately; caption of paragraph (d) and text of paragraphs (d) and (e) amended May 25, 1999 to be effective July 1, 1999; paragraph (b) amended July 5, 2000 to be effective September 5, 2000; paragraph (b) amended July 12, 2002 to be effective September 3, 2002; paragraph (b) caption and text amended, new paragraph (c) adopted, former paragraph (c) redesignated as paragraph (d), former paragraph (d) amended (including incorporation of some text of former paragraph (e)) and redesignated as paragraph (e), and former paragraph (e) deleted July 28, 2004 to be effective September 1, 2004; new paragraph (c) adopted, and former paragraphs (c), (d), and (e) redesignated as paragraphs (d), (e), and (f) July 27, 2006 to be effective September 1, 2006; paragraph (f) amended June 15, 2007 to be effective September 1, 2007; paragraph (b) amended and new paragraph (g) adopted July 21, 2011 to be effective September 1, 2011; caption amended, paragraph (b) caption amended, paragraphs (d) and (e) amended, paragraph (f) deleted and redesignated as R. 5:7-4A(d), and former paragraph (g) redesignated as paragraph (f) July 27, 2015 to be effective September 1, 2015.

5:7-4A. Income Withholding for Child Support; Notices [new]

(a) Immediate Income Withholding. All orders that include child support shall be paid through immediate income withholding from the obligor's current and future income, unless the parties agree in writing to an alternative arrangement, or either party shows and the court finds good cause for an alternative arrangement. If included in the same order as child support, the court may, in its discretion, garnish a separate amount for alimony, maintenance or spousal support, in accordance with N.J.S.A. 2A:17-50 et seq., and include such amount in the immediate income withholding order.

(1) Application. Immediate income withholding applies to all orders that include child support established or modified on or after October 1, 1990.

(2) Procedure. If an order or judgment contains a child support provision, the child support shall be paid through immediate income withholding and the withholding may include amounts for alimony, maintenance or spousal support, unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause for an alternative arrangement. The court shall forward the order to the Probation Division which shall prepare and send a Notice to Payor of Income Withholding to the obligor's employer or other source of income.

(3) Advance Notice. Every complaint, notice or pleading for the entry or modification of a child support order shall include the following written notice: In accordance with N.J.S.A. 2A:17-56.7 et seq., the child support provisions of a court order are subject to income withholding on the effective date of the order unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause to establish an

alternative arrangement. The income withholding is effective upon all types of income including wages from current and future employment.

(b) Initiated Income Withholding. When any child support order, which is not subject to immediate income withholding in accordance with paragraph (a), has an accumulated arrearage equal to or exceeding the amount of support payable for 14 days, the Probation Division supervising the support order shall initiate an income withholding against the obligor's current and future income that is subject to income withholding.

(1) Application. Initiated income withholding applies to all orders which include child support (a) entered prior to October 1, 1990, (b) entered or modified after October 1, 1990 that do not include a provision for immediate income withholding or (c) in which the parties have agreed, in writing, to an alternative arrangement and an arrearage equal to or in excess of the amount of support payable for 14 days exists. Initiated income withholding does not apply to alimony, maintenance or spousal support provisions.

(2) Procedure. When any child support order is in default in an amount equal to or in excess of the amount of support payable for 14 days, the Probation Division of the County responsible for monitoring and enforcing compliance with the order or judgment shall initiate an income withholding against any of the obligor's income, which is subject to income withholding. The Probation Division shall send, by regular mail, a Notice to Obligor of Income Withholding to the obligor's last known address. This notice shall be postmarked no later than 10 days after the date on which the case was identified as having the requisite 14-day arrearage and shall be mailed at the same time as the notice to the payor. The notice shall inform the obligor of the amounts withheld for current support and for the liquidation of arrearages and state that the withholding has commenced. An obligor may contest the withholding only on the basis of

mistake of fact. If an obligor objects to the withholding, the Probation Division shall schedule a hearing or administrative review within 20 days after receiving notice of the contest of the withholding. Payment of arrearages after the due date shall not constitute good cause to terminate the withholding. No later than five days after the hearing or administrative review, the Probation Division shall notify the obligor, in writing, whether the withholding shall continue.

(3) Advance Notice. All orders that include child support and that are not subject to immediate income withholding as described in paragraph (a) shall include a notice to the obligor stating that: The child support provisions of a support order are subject to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days. The withholding is effective against the obligor's current and future income from all sources authorized by law.

(c) Rules Applicable to All Withholdings. The income withholding shall be binding on the obligor's employer (or other source of income) and successive payors of the obligor's income, immediately after service of the Notice to Payor of Income Withholding upon the payor of such income. An employer (or other source of income) is not required to alter normal pay cycles to comply with the withholding, but shall withhold and forward the required amount beginning with the first pay period that ends immediately after the notice is postmarked and each time the obligor is paid thereafter. The Notice to Payor of Income Withholding shall state the payor of the obligor's income, except for the Division of Unemployment and Temporary Disability, may deduct a fee of $1.00 for each payment. Such fee shall be deducted from the obligor's income in addition to the amount withheld for child support. The total amount of the withholding shall not exceed the maximum amount permitted under section 303(b) of the federal Consumer Credit Protection Act (15 U.S.C.A. § 1673(b)). If the court modifies any support order based upon

changed circumstances, the Probation Division shall notify the payor to change the income withholding accordingly. When the Probation Division is unable to locate the obligor's current employer or other source of income to effectuate an income withholding, it may use any other procedures authorized by law to obtain this information. An income withholding for child support shall have priority over all other legal processes under State law without regard to the date of entry. If the obligor has more than one support order subject to withholding, the employer or other source of income shall withhold the payments on a pro-rata basis. The income withholding shall remain in effect until such time as the court enters an order to the contrary and the Probation Division delivers a Notice of Termination of Income Withholding to the employer or other source of income. An employer may not use an income withholding as a basis for discharge, discipline or discrimination in hiring. An aggrieved obligor may institute court action against the employer or other source of income as set forth in N.J.S.A. 2A:17-56.12. If the obligor's source of income fails to comply with a Notice to Payor of Income Withholding, it is liable for amounts that should have been withheld. The employer or other source of income shall notify the Probation Division promptly upon termination of the obligor's employment. If an employer or other source of income fails to comply with the terms of the income withholding or any withholding provision in this paragraph, the court may, upon application of the Probation Division, issue an Order to Show Cause for Contempt against the payor and proceed with contempt proceedings under Rule 1:10-3. The forms and notices required herein shall be prescribed by the Administrative Director of the Courts.

(d) All Notices Applicable to All Orders and Judgments That Include Child Support Provisions. The judgment or order shall include notices stating: (1) if support is not paid through immediate income withholding, the child support provisions of an order or judgment are subject

to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days; the withholding is effective against the obligor's current and future income from all sources authorized by law; (2) any payment or installment of an order for child support or those portions of an order that are allocated for child support shall be fully enforceable and entitled to full faith and credit and shall be a judgment by operation of law against the obligor on or after the date it is due; before entry of a warrant of satisfaction of the child support judgment, any party to whom the child support is owed has the right to request assessment of post-judgment interest on child support judgments; (3) no payment or installment of an order for child support or those portions of an order that are allocated for child support shall be retroactively modified by the court except for the period during which the party seeking relief has pending an application for modification as provided in N.J.S.A. 2A:17-56.23a; (4) the occupational, recreational, and professional licenses, including a license to practice law, held or applied for by the obligor may be denied, suspended or revoked if: (i) a child support arrearage accumulates that is equal to or exceeds the amount of child support payable for six months, or (ii) the obligor fails to provide health care coverage for the child as ordered by the court within six months, or (iii) a warrant for the obligor's arrest has been issued by the court for obligor's failure to pay child support as ordered, or for obligor's failure to appear at a hearing to establish paternity or child support, or for obligor's failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding; (5) the driver's license held or applied for by the obligor may be denied, suspended, or revoked if (i) a child support arrearage accumulates that is equal to or exceeds the amount of child support payable for six months, or (ii) the obligor fails to provide health care coverage for the child as ordered by the court within six months; (6) the driver's license held or applied for by the obligor

shall be denied, suspended, or revoked if the court issues a warrant for the obligor's arrest for failure to pay child support as ordered, or for failure to appear at a hearing to establish paternity or child support, or for failure to appear at a child support hearing to enforce a child support order and said warrant remains outstanding; (7) the amount of child support and/or the addition of a health care coverage provision in Title IV-D cases shall be subject to review, at least once every three years, on written request by either party to the Division of Family Development, P.O. Box 716, Trenton, NJ 08625-0716 and adjusted by the court, as appropriate, or upon application to the court; (8) the parties are required to notify the appropriate Probation Division of any change of employer, address, or health care coverage provider within 10 days of the change and that failure to provide such information shall be considered a violation of the order; (9) in accordance with N.J.S.A. 2A:34-23b, the custodial parent may require the non-custodial parent's health care coverage provider to make payments directly to the health care provider by submitting a copy of the relevant sections of the order to the insurer; (10) Social Security numbers are collected and used in accordance with section 205 of the Social Security Act (42 U.S.C.A. § 405), that disclosure of an individual's Social Security number for Title IV-D purposes is mandatory, that Social Security numbers are used to obtain income, employment, and benefit information on individuals through computer matching programs with federal and state agencies, and that such information is used to establish and enforce child support under Title IV-D of the Social Security Act (42 U.S.C.A. § 651 et seq.); and (11) after a judgment or order is entered and a probation support account has been established, the obligee and the obligor shall notify the appropriate Probation Division of any change of employer, health insurance provider, or address and the obligee and obligor shall notify the Probation Division of a change of address or a change in the status of the children as may be required in the order or judgment within ten

days of the change, and any judgment or order that includes alimony, maintenance, or child support shall so provide. Failure to provide information as to change of employer, health insurance provider, address, or status of the children shall be considered a violation of the order.

Note: Former R. 5:7-5(b) redesignated as R. 5:7-4A(a), former R. 5:7-5(c) redesignated as R. 5:7-4A(b), former R. 5:7-5(d) redesignated as R. 5:7-4A(c), former R. 5:7-4(f) redesignated as R. 5:7-4A(d) July 27, 2015 to be effective September 1, 2015.

5:7-5. Failure to Pay; Enforcement by the Court or Party; [Income Withholding for Child Support;] Suspension and Revocation of Licenses for Failure to Support Dependents; Execution of Assets for Child Support; Child Support Judgments and Post-Judgment Interest

(a) Application for Relief in Aid of Litigant's Rights. If a person fails to make payments or provide health insurance coverage as directed by an order or judgment, the Probation Division responsible for monitoring and enforcing compliance shall notify such person by mail that such failure may result in the institution of Relief to Litigant proceedings in accordance with R. 1:10-3 and R. 5:3-7(b). Upon the accumulation of a support arrearage equal to or in excess of the amount of support payable for 14 days or failure to provide health insurance coverage as ordered, the Probation Division shall file a verified statement setting forth the facts establishing disobedience of the order or judgment. The Probation Division may then, on the litigant's behalf, apply to the court for relief in accordance with R. 1:10-3 and R. 5:3-7(b). Actions for relief under this rule shall be brought in the county in which the support case is being enforced, unless another county is designated by court order. If the application for relief is made on behalf of a party by the Probation Division, filing fees shall be waived. If the application for relief is made by or on behalf of the obligee, other than by the Probation Division, and the applicant states under oath in the application that he or she is indigent and unable to pay the required filing fees, the court, if satisfied of the fact of indigency, may waive the payment of such fees. In the discretion of the court, filing fees subsequently may be assessed against the adverse party if it is determined that he or she has not complied with the order or judgment being enforced. For past-due alimony or child support payments that have not been docketed as a civil money judgment with the Clerk of the Superior Court, the court may, on its own motion or on motion by the party bringing the enforcement action, assess costs against the adverse party at the rate prescribed by R. 4:42-11(a). For past-due child support payments that have been docketed as a civil money judgment, see paragraph [g] d of this Rule.

(b) Suspension and Revocation of Licenses for Failure to Support Dependents.

(1) Driver's License, Recreational Activity License, Professional License. Pursuant to N.J.S.A. 2A:17-56.41, a child support obligor's driver's license shall be suspended by operation of law upon the issuance of a child support-related warrant. Pursuant to N.J.S.A. 2A:17-56.41 to 56.52, an obligor's licenses to drive, participate in recreational activities, or to practice licensed occupations may be denied, suspended, or revoked after notice and a hearing if:

(A) child support arrears equal or exceed the amount payable for six months; or

(B) court-ordered health care coverage for a child is not provided for six months; or

(C) the obligor fails to respond to a subpoena relating to a paternity or child support action; or

(D) a warrant for the obligor's arrest has been issued by the court due to the:

(i) failure to pay child support as ordered,

(ii) failure to appear at a hearing to establish paternity or child support, or

(iii) failure to appear at a child support hearing to enforce a child support order.

(2) License to Practice Law. A license to practice law may be suspended under the same statutory standards as other occupational licenses. If the obligor is an attorney licensed to practice law in New Jersey, the order shall notify the Supreme Court to suspend the obligor's license to practice law.

(3) Transmittal of Order Suspending or Revoking License. The Probation Division shall immediately forward a copy of the order denying, suspending, or revoking an obligor’s license to the obligor and the appropriate licensing authorities. If the order notifies the Supreme Court to suspend the obligor’s license to practice law in New Jersey, the Probation

Division shall also forward a copy of the order to the Clerk of the Supreme Court and Office of Attorney Ethics, and the suspension shall be governed by R. 1:20-11A.

(4) Term of Suspension/Restoration of License. A court order denying, suspending, or revoking an obligor's license shall remain in effect until the obligor files with the licensing authority either a court order restoring the license or a Probation Division certification attesting to the full satisfaction of the child support arrearage. Within three working days of the full payment of the child support arrearage, the Probation Division shall provide the court with a certification stating that the obligor has satisfied the past-due child support amount. Upon receipt of the certification, the court shall issue an order restoring the obligor's licenses. The Probation Division shall immediately forward the restoration order or certification to the obligor. The obligor is responsible for filing the court order or Probation certification with the licensing authority. If a license to practice law in New Jersey was suspended by the Supreme Court pursuant to R. 1:20-11A, the attorney shall forward the Chancery Division, Family Part order that recommends the restoration of the license to the Clerk of the Supreme Court and a copy of the order to the Director of the Office of Attorney Ethics. The reinstatement of a license to practice law in New Jersey shall be governed by R. 1:20-11A. When the court issues an order to vacate a child support-related warrant or local law enforcement authorities execute the warrant, the Probation Division shall send a certification or the court's order to the obligor and to the Motor Vehicle Commission indicating that the child support-related warrant is no longer effective. The Motor Vehicle Commission, upon receipt of the order or certification, may reinstate the obligor's driving privileges, provided that the obligor pays the Division's restoration fee.

[(b) Immediate Income Withholding. All orders that include child support shall be paid through immediate income withholding from the obligor's current and future income unless the parties agree, in writing, to an alternative arrangement or either party shows, and the court finds, good cause for an alternative arrangement. If included in the same order as child support, the court may, in its discretion, garnish a separate amount for alimony, maintenance or spousal support in accordance with N.J.S.A. 2A:17-50 et seq. and include such amount in the immediate income withholding order.

(1) Application. Immediate income withholding applies to all orders which include child support that are established or modified on or after October 1, 1990.

(2) Procedure. If an order or judgment contains a child support provision, the child support shall be paid through immediate income withholding, and the withholding may include amounts for alimony, maintenance or spousal support, unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause for an alternative arrangement. The court shall forward the order to the Probation Division which shall prepare and send a Notice to Payor of Income Withholding to the obligor's employer or other source of income.

(3) Advance Notice. Every complaint, notice or pleading for the entry or modification of a child support order shall include the following written notice: In accordance with N.J.S.A. 2A:17-56.7 et seq., the child support provisions of a court order are subject to income withholding on the effective date of the order unless the parties agree, in writing, to an alternative arrangement or either party shows and the court finds good cause to establish an alternative arrangement. The income withholding is effective upon all types of income including wages from current and future employment.]

[(c) Initiated Income Withholding. When any child support order that is not subject to immediate income withholding in accordance with paragraph (b) has an accumulated arrearage equal to or exceeding the amount of support payable for 14 days, the Probation Division supervising the support order shall initiate an income withholding against the obligor's current and future income that is subject to income withholding order.

(1) Application. Initiated income withholding applies to all orders which include child support (a) that are entered prior to October 1, 1990, (b) that are entered or modified after October 1, 1990 which do not include a provision for immediate income withholding or (c) in which the parties have agreed, in writing, to an alternative arrangement and an arrearage equal to or in excess of the amount of support payable for 14 days exists. Initiated income withholding does not apply to alimony, maintenance or spousal support provisions.

(2) Procedure. When any order that includes child support is in default in an amount equal to or in excess of the amount of support payable for 14 days, the Probation Division of the County responsible for monitoring and enforcing compliance with the order or judgment shall initiate an income withholding against any of the obligor's income that is subject to income withholding. The Probation Division shall send, by regular mail, a Notice to Obligor of Income Withholding to the obligor's last known address. This notice shall be postmarked no later than 10 days after the date on which the case was identified as having the requisite 14-day arrearage and shall be mailed at the same time as the notice to the payor. The notice shall inform the obligor of the amounts withheld for current support and for the liquidation of arrearages and state that the withholding has commenced. An obligor may contest the withholding only on the basis of mistake of fact. If an obligor objects to the withholding, the Probation Division shall schedule a hearing or administrative review within 20 days after receiving notice of the contest

of the withholding. Payment of arrearages after the due date shall not constitute good cause to terminate the withholding. No later than five days after the hearing or administrative review, the Probation Division shall notify the obligor, in writing, whether the withholding shall continue.

(3) Advance Notice. All orders that include child support and that are not subject to immediate income withholding as described in paragraph (b) shall include a notice to the obligor stating that: The child support provisions of a support order are subject to income withholding when a child support arrearage has accrued in an amount equal to or in excess of the amount of support payable for 14 days. The withholding is effective against the obligor's current and future income from all sources authorized by law.]

[(d) Rules Applicable to All Withholdings. The income withholding shall be binding on the obligor's employer or other source of income and successive payors of the obligor's income immediately after service of the Notice to Payor of Income Withholding upon the payor of such income. An employer or other source of income is not required to alter normal pay cycles to comply with the withholding but shall withhold and forward the required amount beginning with the first pay period that ends immediately after the notice is postmarked and each time the obligor is paid thereafter. The Notice to Payor of Income Withholding shall state that the payor of the obligor's income, except for the Division of Unemployment and Temporary Disability, may deduct a fee of $ 1.00 for each payment. Such fee shall be deducted from the obligor's income in addition to the amount withheld for child support. The total amount of the withholding shall not exceed the maximum amount permitted under section 303(b) of the federal Consumer Credit Protection Act (15 U.S.C. 1673(b)). If the court modifies any support order based upon changed circumstances, the Probation Division shall notify the payor to change the income withholding accordingly. When the Probation Division is unable to locate the obligor's current

employer or other source of income to effectuate an income withholding, it may use any other procedures authorized by law to obtain this information. An income withholding for child support shall have priority over all other legal processes under State law without regard to the date of entry. If the obligor has more than one support order subject to withholding, the employer or other source of income shall withhold the payments on a pro-rata basis. The income withholding shall remain in effect until such time as the court enters an order to the contrary and the Probation Division delivers a Notice of Termination of Income Withholding to the employer or other source of income. An employer may not use an income withholding as a basis for discharge, discipline or discrimination in hiring. An aggrieved obligor may institute court action against the employer or other source of income as set forth in N.J.S.A. 2A:17-56.12. If the obligor's source of income fails to comply with a Notice to Payor of Income Withholding, it is liable for amounts that should have been withheld. The employer or other source of income shall notify the Probation Division promptly upon termination of the obligor's employment. If an employer or other source of income fails to comply with the terms of the income withholding or any withholding provision in this paragraph, the court may, upon application of the Probation Division, issue an Order to Show Cause for Contempt against the payor and proceed with contempt proceedings under Rule 1:10-3. The forms and notices required herein shall be prescribed by the Administrative Director of the Courts.]

[(e) Suspension and Revocation of Licenses for Failure to Support Dependents.

(1) General Provisions. If a child support arrearage equals or exceeds the amount of child support payable for six months, or court-ordered health care coverage for a child is not provided within six months of the date that it is ordered, or the obligor fails to respond to a subpoena relating to a paternity or child support action, or a warrant for the obligor's arrest has

been issued by the court due to the failure to pay child support as ordered, failure to appear at a hearing to establish paternity or child support, or failure to appear at a child support hearing to enforce a child support order, and said warrant remains outstanding, and the obligor is found to possess a license in the State of New Jersey, including a license to practice law, and attempts to enforce the support provisions through income withholding, withholding of civil lawsuit awards, and the execution of assets, when available, have been exhausted, the Probation Division shall send a written notice to the obligor, by certified and regular mail, return receipt requested, at the obligor's last-known address or place of business or employment, stating that the obligor's licenses may be revoked or suspended unless, within 30 days of the postmark date of the notice, the obligor pays the full amount of past-due child support, or provides proof that health care coverage for the child has been obtained, or responds to a subpoena, or makes a written request for a court hearing to the Probation Division. If a child support-related warrant exists, the license revocation or suspension will be terminated if the obligor pays the full amount of the child support arrearage, provides proof that health care coverage for the child has been obtained, or surrenders to the county sheriff or the Probation Division. No license revocation action shall be initiated if the Probation Division has received notice that the obligor has pending a motion to modify the child support order if that motion was filed prior to the date that the notice of the license suspension or revocation was sent by the Probation Division. If the court issues a warrant for the obligor's arrest for failure to pay child support as ordered, or for failure to appear at a hearing to establish paternity or child support, or for failure to appear at a child support hearing to enforce a child support order, and said warrant remains outstanding, the Probation Division shall immediately notify the Motor Vehicle Commission of the warrant and the requirement to suspend the obligor's driving privileges pursuant to N.J.S.A. 2A:17-56.41.

(2) Suspension by Default of the Obligor. If, after receiving notice of a proposed license suspension or revocation, the obligor fails to take one of the actions specified in paragraph (e)(1) of this Rule, the Probation Division shall provide the court with a certification setting forth the obligor's non-compliance and failure to respond to the written notice of the pending license revocation or suspension as well as proof of service of the written notice of license suspension or denial. If, based on the papers filed by the Probation Division, the court is satisfied that service on the obligor was effective as set forth below, it shall, without need for further due process or hearing, enter an order suspending or revoking all licenses held by the obligor except that if the obligor is an attorney licensed to practice law in New Jersey, the order shall notify the Supreme Court to suspend the obligor's license to practice law.

(3) Service of the Notice of Proposed License Suspension or Revocation. For the purpose of license suspensions or revocations initiated in accordance with this paragraph, simultaneous certified and regular mailing of the written notice shall constitute effective service. The court may deem procedural due process requirements for notice and service of process to be met with respect to a party thereto upon delivery of written notice to the most recent residential or employer address filed with the Probation Division for that party. If a party fails to respond to a notice and no proof is available that the party received the notice, the Probation Division shall document to the court that it has made a diligent effort to locate the party by making inquiries that may include, but are not limited to: the United States Postal Service, the Motor Vehicle Commission, the Division of Taxation in the Department of the Treasury, the Department of Corrections, and the Department of Labor. The Probation Division shall provide an affidavit to the court presenting such documentation of its diligent effort, which certifies its inability to locate the party. If the United States Postal Service returns the mail to the Probation Division

within the 30-day response period marked "moved, unable to forward," "addressee not known," "no such number/street," "insufficient address," or "forwarding order expired," the court may deem procedural due process requirements for notice and service of process to be met upon a finding that the Probation Division has provided the affidavit documenting the diligent effort to locate the party. If the certified mail is returned for any other reason without the return of the regular mail, the regular mail service shall constitute effective service. If the mail is addressed to the obligor at the obligor's place of business or employment, with postal instructions to deliver to the addressee only, service will be deemed effective only if the signature on the return receipt appears to be that of the obligor. Acceptance of certified mail notice signed by the obligor, the obligor's attorney, or a competent member of the obligor's household above the age of 14 shall be deemed effective service.

(4) License Suspension or Revocation Hearings. If the obligor requests a hearing, the Probation Division shall file a petition for a court hearing, which shall occur within 45 days of the obligor's request. If, at or prior to the hearing, the obligor pays the full amount of the child support arrearage or provides proof that health care coverage for the child has been obtained or responds to the subpoena or surrenders to the county sheriff or the Probation Division, the license revocation process shall be terminated. The court shall suspend or revoke the obligor's licenses (if the obligor is an attorney licensed to practice law in New Jersey, the order shall notify the Supreme Court to suspend the obligor's license to practice law) if it finds that: (a) all appropriate enforcement methods have been exhausted, (b) the obligor is the holder of a license, (c) the requisite child support arrearage amount exists or health care coverage for the child has not been provided as ordered, (d) no motion to modify the child support order, filed prior to the date that the notice of the license suspension or revocation was sent by the Probation Division, is

pending before the court, and (e) there is no equitable reason, such as involuntary unemployment, disability, or compliance with a court-ordered plan for the periodic payment of the child support arrearage amount, for the obligor's non-compliance with the child support order. If the court is satisfied that these conditions exist, it shall first consider suspending or revoking the obligor's driver's license prior to a professional or occupational license. If the obligor fails to appear at the hearing after being properly served with notice, the court shall order the suspension or revocation of all licenses held by the obligor except that if the obligor is an attorney licensed to practice law in New Jersey, the order shall notify the Supreme Court to suspend the obligor's license to practice law. In the case of a driver's license, if the court finds that the license revocation or suspension will result in a significant hardship to the obligor, to the obligor's legal dependents under 18 years of age living in the obligor's household, to the obligor's employees, or to persons, businesses, or entities to whom the obligor provides goods or services, the court may allow the obligor to pay 25% of the past-due child support amount within three working days of the hearing, establish a payment schedule to satisfy the remainder of the arrearages within one year, and require that the obligor comply with any current child support obligation. If the obligor agrees to this arrangement, no suspension or revocation of any licenses shall be ordered. Compliance with the payment agreement shall be monitored by the Probation Division. If the obligor has good cause for not complying with the payment agreement within the time permitted, the obligor shall immediately file a motion with the court and the Probation Division requesting an extension of the payment plan. The court may extend the payment plan if it is satisfied that the obligor has made a good faith effort to comply with the plan and is unable to satisfy the full amount of past-due support within the time permitted due to circumstances beyond the obligor's control. In no case shall a payment plan extend beyond the date that the

dependent child reaches the age of 18. If the obligor fails to comply with the court-ordered payment schedule, the court shall, upon receipt of a certification of non-compliance from the Probation Division, and without further hearing, order the immediate revocation or suspension of all licenses held by the obligor. If the obligor is an attorney licensed to practice law in New Jersey, the order shall notify the Supreme Court to suspend the obligor's license to practice law. If required by existing law or regulation, the court shall order that the obligor surrender the license to the issuing authority within 30 days of the date of the order.

(5) Transmittal of Order Suspending or Revoking License. If the court issues an order suspending or revoking a license pursuant to paragraph (e) of this Rule, the Probation Division shall forward a copy of the order to the obligor and all appropriate licensing authorities. If the order notifies the Supreme Court to suspend a license to practice law in New Jersey, the Probation Division shall forward the order to the Clerk of the Supreme Court and a copy to the Director of the Office of Attorney Ethics. The suspension of a license to practice law in the State of New Jersey pursuant to paragraph (e) of this Rule, shall be governed by R. 1:20-11A.

(6) Relief from Suspension or Revocation Due to Mistaken Identity. If the licensee, upon receipt of the notice of suspension or revocation from the licensing authority, disputes that he or she is the obligor, the licensee shall notify the licensing authority and the Probation Division by registered mail within 20 days of the postmark date of the notice and request a hearing. Upon receipt of the licensee's request for a hearing, the Probation Division shall determine if the licensee is the obligor. If the Probation Division determines that the licensee is not the obligor, the Probation Division shall so notify the licensee and the licensing authority. If the Probation Division determines that the licensee is the obligor and the licensee still disputes this finding, the Probation Division shall file a petition for a court hearing to resolve

the issue. The hearing shall be held within 30 days of the date that the Probation Division determines that a hearing is required. If a hearing is held to determine if the licensee is the obligor, the Probation Division shall notify the licensing authority of the court's finding.

(7) Term of Suspension/Restoration of License. A license suspension or revocation ordered by the court remains in effect until the obligor files with the licensing authority either a court order restoring the license or a Probation Division certification attesting to the full satisfaction of the child support arrearage. Within three working days of the full payment of the child support arrearage, the Probation Division shall provide the court with a certification stating that the obligor has satisfied the past-due child support amount. Upon receipt of the certification, the court shall issue an order restoring the obligor's licenses. The Probation Division shall immediately forward the restoration order or certification to the obligor. The obligor is responsible for filing the court order or Probation certification with the licensing authority. If a license to practice law in New Jersey was suspended by the Supreme Court pursuant to R. 1:20-11A, the attorney shall forward the Chancery Division, Family Part order that recommends the restoration of the license to the Clerk of the Supreme Court and a copy of the order to the Director of the Office of Attorney Ethics. The reinstatement of a license to practice law in New Jersey shall be governed by R. 1:20-11A. When the court issues an order to vacate a child support-related warrant or local law enforcement authorities execute the warrant, the Probation Division shall send a certification or the court's order to the obligor and to the Motor Vehicle Commission indicating that the child support-related warrant is no longer effective. The Motor Vehicle Commission, upon receipt of the order or certification, may reinstate the obligor's driving privileges, provided that the obligor pays the Division's restoration fee.]

[(f)] (c) Execution on Assets to Collect Alimony and Child Support. . . . no change.

[(g)] (d) Child Support Judgments and Post-judgment Interest. . . . no change.

Note: Source - R. (1969) 4:79-9(b)(1), (2) (3). Adopted December 20, 1983 to be effective December 31, 1983; paragraph (b) amended November 7, 1988 to be effective January 2, 1989; paragraph (a) amended July 14, 1992 to be effective September 1, 1992; paragraph (a) amended July 13, 1994, to be effective August 1, 1994; paragraphs (b), (c) and (d) amended July 13, 1994 to be effective September 1, 1994; caption amended, paragraph (e) adopted March 15, 1996, to be effective immediately; caption amended, paragraphs (a) and (d) amended, and paragraphs (f) and (g) adopted June 28, 1996, to be effective immediately; paragraphs (b), (c), and (e) amended May 25, 1999 to be effective July 1, 1999; paragraph (a) caption and text, and paragraphs (e)(1), (e)(3), and (e)(7) amended June 15, 2007 to be effective September 1, 2007; paragraph (f) amended July 19, 2012 to be effective September 4, 2012; caption amended, paragraph (a) amended, new paragraph (b) adopted, former paragraphs (b), (c) and (d) deleted and redesignated as paragraphs (a), (b) and (c) in new R. 5:7-4A, paragraph (e) deleted, former subparagraph (e)(5) amended and redesignated as new subparagraph (b)(3), former subparagraph (e)(7) redesignated as new subparagraph (b)(4), former paragraph (f) redesignated as paragraph (c), and former paragraph (g) redesignated as paragraph (d) July 27, 2015 to be effective September 1, 2015.

5:7-11. Application for Title IV-D Child Support Services; Probation Division Enforcement; Monitoring-Only Services [new]

(a) IV-D Application. Any party seeking full Title IV-D enforcement services by the Probation Division of an order that includes the payment of child support, or spousal support in conjunction with child support on the same order, shall submit a completed Title IV-D application, except as otherwise provided by law. An application fee must be paid by the party applying for services or paid by the State out of its own funds and may be recovered from the non-custodial parent, except as otherwise provided by law. The forms and procedures to implement the processing of the IV-D application and collection of the fee shall be prescribed by the Administrative Director of the Courts.

(b) Monitoring-Only Application. In the absence of the submission of a Title IV-D application for services, as required by paragraph (a) of this Rule, the Probation Division may provide monitoring-only services of support orders that are paid to the New Jersey Family Support Payment Center. Monitoring-only services shall be limited to entering and updating of case demographics on the statewide automated system, and the collection, disbursement and recording of payments made to the New Jersey Family Support Payment Center. In the absence of a Title IV-D application, the Probation Division shall not provide any enforcement services. A party may apply for limited, monitoring-only services, by completing a monitoring-only application and pay the applicable fee. The forms and procedures to implement the processing of the monitoring-only application and collection of the fee shall be prescribed by the Administrative Director of the Courts.

If the order, when initially entered, contains a provision for the payment of child support or spousal support in conjunction with child support on the same order, the support shall be paid

through immediate income withholding, unless either party shows and the court finds good cause for an alternative arrangement.

Note: Adopted July 27, 2015 to be effective September 1, 2015.

5:12-4. Case Management Conference, Hearings, Trial, and Termination of Parental Rights Proceedings

(a) Prompt Disposition; Case Management Conference; Adjournments. . . . no change.

(b) Hearings in Private; Testimony of Child. Hearings and trials shall be conducted in private. In the child's best interests, the court may order that a child not be present at a hearing or trial unless the child's testimony is necessary for the determination of the matter. As to permanency hearings, however, the court shall accommodate the rights of the child as provided by N.J.S.A. 30:4C-61.2. The testimony of a child may, in the court's discretion, be taken privately in chambers or under such protective orders as the court may provide. A verbatim record shall be made of any in-chambers testimony or interview of a child.

(c) Examinations and Investigations. . . . no change.

(d) Reports. . . . no change.

(e) Written Plan. . . . no change.

(f) Progress Reports. . . . no change.

(g) Foreign State Placement. . . . no change.

(h) Permanency Hearing. . . . no change.

(i) Notice of Proceedings to Care Giver. . . . no change.

(j) Termination of Parental Rights Proceedings; Exhibits. . . . no change.

Note: Source-R. (1969) 5:7A-4. Adopted December 20, 1983, to be effective December 31, 1983; paragraphs (e) and (f) adopted November 5, 1986 to be effective January 1, 1987; paragraphs (a) and (b) amended July 13, 1994 to be effective September 1, 1994; paragraphs (a) and (b) amended June 28, 1996 to be effective September 1, 1996; paragraph (g) adopted July 10, 1998 to be effective September 1, 1998; new paragraphs (h) and (i) adopted July 5, 2000 to be effective September 5, 2000; paragraph (a) amended July 28, 2004 to be effective September 1, 2004; note that Appendix X-A previously referenced in paragraph (a) also deleted July 28, 2004 to be effective September 1, 2004; paragraph (d) amended, and captions added to paragraphs (e), (f), and (g) June 15, 2007 to be effective September 1, 2007; paragraph (g) amended July 16, 2009 to be effective September 1, 2009; caption amended, new paragraph (j) adopted June 26, 2012 to be effective September 4, 2012; effective date of June 26, 2012

amendments changed to November 5, 2012 by order of August 20, 2012; paragraphs (d), (e), (f) and (j) amended July 9, 2013 to be effective September 1, 2013; paragraph (b) amended July 27, 2015 to be effective September 1, 2015.

5:14-4. Gestational Carrier Matters; Orders of Parentage [new]

(a) Complaint and Order to Show Cause. Prior to the birth of a child or thereafter, and prior to the issuance of a birth certificate pursuant to N.J.S.A. 26:8-28, a complaint and a proposed order to show cause may be filed requesting an order of parentage naming the petitioners, except when prohibited by law, as the child's legal parents. A gestational carrier is defined as a woman who is not the genetic mother of the child.

(b) Process. The complaint, proposed order to show cause, and proposed order of parentage shall be filed with the Surrogate in the county where either the petitioners or gestational carrier resides, or where the child is to be born. The executed order to show cause shall be entered by the court no later than three days after filing of the complaint and set forth a return date no later than seven days after the filing date of the complaint. The gestational carrier and her spouse or civil union partner, if applicable, shall be served with a copy of the complaint, executed order to show cause, and proposed order of parentage. A copy of the complaint, executed order to show cause and proposed order of parentage shall be served on the State registrar of vital statistics pursuant to R. 4:4-4(a)(7), and any other party in interest. Proof of service shall be filed with the court on or before the return date.

(c) Return on Order to Show Cause.

(1) If the gestational carrier, and her spouse or civil union partner, if applicable, the State registrar of vital statistics and any other party in interest, have not filed an objection with the Surrogate, or appeared in court, an order of parentage shall be signed on the return date. The order of parentage shall state: (A) the order of parentage shall be issued and become effective upon the filing of a relinquishment of parental rights executed and acknowledged by the gestational carrier, and spouse or civil union partner, if applicable, after seventy-two (72) hours

from the birth of the child, and (B) the petitioners shall be the sole parents of the child born to the gestational carrier. Personal appearances of the parties on the return date shall not be required unless there is an objection to the relief requested.

(2) The order of parentage shall be effective on the date the relinquishment of parental rights is filed with the Surrogate. Upon the filing of the relinquishment of parental rights, the Surrogate shall provide the fully executed order of parentage immediately to the petitioners or their attorney who shall serve a copy of the order of parentage on the gestational carrier and her spouse or civil union partner, if applicable.

(d) Listing of Names of Petitioners on the Birth Record. Upon presentation of the fully executed order of parentage and relinquishment of parental rights to the hospital or health care facility in which the child was born, the names of the petitioners shall be listed as the parents of the child on the birth record pursuant to N.J.A.C. 8:2-1.5(d).

Note: Adopted July 27, 2015 to be effective September 1, 2015.

7:5-2. Motion to Suppress Evidence

(a) Jurisdiction. The municipal court shall entertain motions to suppress evidence seized with a warrant issued by a municipal court judge or without a warrant in matters within its trial jurisdiction on notice to the prosecuting attorney and, if the county prosecutor is not the prosecuting attorney, also to the county prosecutor. [A motion to suppress evidence seized pursuant to a warrant and motions to suppress evidence seized without a warrant, but in] In matters beyond the trial jurisdiction of municipal courts, and in matters where a search warrant was issued by a Superior Court judge, a motion to suppress evidence shall be made and heard in the Superior Court.

(b) Procedure. [Written briefs in support of and opposition to the motion to suppress shall be filed only in the discretion of the judge, who shall determine the briefing schedule, if briefs are permitted. All motions to suppress shall be heard before the start of the trial.] If the search was made with a warrant, a brief stating the facts and arguments in support of the motion shall be submitted with the notice of motion. The State shall submit a brief stating the facts and arguments in support of the search, within a time as determined by the judge, but no less than 10 days after submission of the motion. If the search was made without a warrant, written briefs in support of and in opposition to the motion to suppress shall be filed either voluntarily or in the discretion of the judge, who shall determine the briefing schedule. All motions to suppress shall be heard before the start of the trial. If the municipal court having jurisdiction over the motion to suppress evidence seized with a warrant has more than one municipal court judge, the motion shall be heard by a judge other than the judge who issued the warrant, such judge to be designated by the chief judge for that municipal court. If the municipal court having jurisdiction of the motion to suppress evidence seized with a warrant has only one judge, who issued the warrant, the motion to suppress evidence shall be heard by the Municipal Court Presiding Judge

for the vicinage, or such municipal court judge in the vicinage that the Assignment Judge shall designate.

(c) Order; Stay. . . . no change.

(d) Waiver. . . . no change.

(e) Effect of Irregularity in Warrant. In the absence of bad faith, no search or seizure made with a search warrant shall be deemed unlawful because of technical insufficiencies or irregularities in the warrant or in the papers or proceedings to obtain it, or in its execution.

Note: Source-Paragraphs (a), (b), (c): R. (1969) 7:4-2(f); paragraph (d): R. (1969) 3:5-7(f). Adopted October 6, 1997 to be effective February 1, 1998; paragraphs (a) and (b) amended, new paragraph (e) caption and text adopted July 27, 2015 to be effective September 1, 2015.

7:5-4. Motion to Suppress Medical Records Obtained Pursuant to Rule 7:7-8(d) [new]

The procedures set forth in Rule 7:5-2 shall apply to a motion to suppress records obtained pursuant to a subpoena issued under Rule 7:7-8(d) to produce medical records related to the presence of alcohol, narcotics, hallucinogens, habit-producing drugs or chemical inhalants in the body of an operator of a vehicle or vessel, in matters within the trial jurisdiction of the municipal court. In matters beyond the jurisdiction of the municipal court, the motion shall be made and heard in the Superior Court.

Note: Adopted July 27, 2015 to be effective September 1, 2015.

7:7-2. Motions

(a) How Made. . . . no change.

(b) Hearings. . . . no change.

(c) Effect of Determination of Motion. . . . no change.

(d) Relief Requested by Certain Incarcerated Persons. An incarcerated, unrepresented defendant who seeks relief from the municipal court either before or after the entry of a guilty plea or trial, on a matter within the court's jurisdiction, must set forth the relief requested in writing on a form approved by the Administrative Director of the Courts and submit the form to the Municipal Court and send a copy to the Municipal Prosecutor. The court must respond to the request on the record within 45 days of receipt of the form. If the court does not respond to the request on the record within 45 days, the inmate may seek immediate relief from the vicinage Presiding Judge.

Note: Source-Paragraph (a): R. (1969) 7:4-2(e); paragraph (b): R. (1969) 7:4-2(e), 3:10-2(b); paragraph (c): R. (1969) 3:10-7. Adopted October 6, 1997 to be effective February 1, 1998; new paragraph (d) caption and text adopted July 27, 2015 to be effective September 1, 2015.

RPC 7.5. Firm Names and Letterheads

(a) . . . no change.

(b) . . . no change.

(c) . . . no change.

(d) . . . no change.

(e) A law firm name may include additional identifying language such as "& Associates" only when such language is accurate and descriptive of the firm. Any firm name including additional identifying language such as "Legal Services" or other similar phrases shall inform all prospective clients in the retainer agreement or other writing that the law firm is not affiliated or associated with a public, quasi-public or charitable organization. However, no firm shall use the phrase "legal aid" in its name or in any additional identifying language. Use of a trade name shall be permissible so long as it describes the nature of the firm's legal practice in terms that are accurate, descriptive, and informative, but not misleading, comparative, or suggestive of the ability to obtain results. Such trade names shall be accompanied by the full or last names of one or more of the lawyers practicing in the firm or the names of lawyers who are no longer associated in the firm through death or retirement.

(f) . . . no change.

Note: Adopted July 12, 1984, to be effective September 10, 1984; paragraphs (a) and (d) amended, paragraph (e) amended and redesignated as paragraph (f) and new paragraph (e) added June 29, 1990, to be effective September 4, 1990; paragraph (a) amended January 5, 2009 to be effective immediately; paragraph (e) amended, and Official Comment adopted July 27, 2015 to be effective September 1, 2015.

Official Comment to RPC 7.5(e) by Supreme Court (July 27, 2015)

By way of example, "Millburn Tax Law Associates, John Smith, Esq." would be permissible under the trade name provision of this rule, as would "Smith & Jones Millburn

Personal Injury Lawyers," provided that the law firm's primary location is in Millburn and its primary practice area is tax law or personal injury law, respectively. "John Smith Criminal Defense and Municipal Law" would also be permissible. However, neither "Best Tax Lawyers" nor "Tax Fixers" would be permissible, the former being comparative and the latter being suggestive of the ability to achieve results. Similarly, "Budget Lawyer John Smith, Esq." is not permissible as it is comparative and likely to be misleading; "Million Dollar Personal Injury Lawyer John Smith, Esq." is not permissible as it suggests the ability to achieve results; and "Tough As Nails Lawyer John Smith, Esq." is not permissible as it purports to describe the lawyer and does not describe the nature of the firm's legal practice.

Appendix V
Family Part Case Information Statement

This form and attachments are confidential pursuant to Rules 1:38-3(d)(1) and 5:5-2(f)

Attorney(s):
Office Address:
Tel. No./Fax No.
Attorney(s) for:

_____ Plaintiff, vs. _____ Defendant.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION, FAMILY PART _____ COUNTY DOCKET NO. _____ CASE INFORMATION STATEMENT OF _____

NOTICE: This statement must be fully completed, filed and served, with all required attachments, in accordance with Court Rule 5:5-2 based upon the information available. In those cases where the Case Information Statement is required, it shall be filed within 20 days after the filing of the Answer or Appearance. Failure to file a Case Information Statement may result in the dismissal of a party's pleadings.

INSTRUCTIONS:

The Case Information Statement is a document which is filed with the court setting forth the financial details of your case. The required information includes your income, your spouse's/partner's income, a budget of your joint life style expenses, a budget of your current life style expenses including the expenses of your children, if applicable, an itemization of the amounts which you may be paying in support for your spouse/partner or children if you are contributing to their support, a summary of the value of all assets referenced on page 8 – **It is extremely important that the Case Information Statement be as accurate as possible because you are required to certify that the contents of the form are true.** It helps establish your lifestyle which is an important component of alimony/spousal support and child support.

The monthly expenses must be reviewed and should be based on actual expenditures such as those shown from checkbook registers, bank statements or credit card statements from the past 24 months. The asset values should be taken, if possible, from actual appraisals or account statements. If the values are estimates, it should be clearly noted that they are estimates.

According to the Court Rules, you **must** update the Case Information Statement as your circumstances change. For example, if you move out of your residence and acquire your own apartment, you should file an Amended Case Information Statement showing your new rental and other living expenses.

It is also very important that you **attach** copies of relevant documents as required by the Case Information Statement, including your most recent **tax returns with W-2 forms, 1099s and your three (3) most recent paystubs.**

If a request has been made for college or post-secondary school contribution, you must also attach all relevant information pertaining to that request, including but not limited to documentation of all costs and reimbursements or assistance for which contribution is sought, such as invoices or receipts for tuition, board and books; proof of enrollment; and proof of all financial aid, scholarships, grants and student loans obtained.

Part A - Case Information:

Date of Statement _____

Date of Divorce, Dissolution of Civil Union or Termination of Domestic Partnership (post-Judgment matters) _____

Date(s) of Prior Statement(s) _____

_____

Your Birthdate _____

Birthdate of Other Party _____

Date of Marriage, or entry into Civil Union or Domestic Partnership _____

Date of Separation _____

Date of Complaint _____

Issues in Dispute:

Cause of Action _____

Custody _____

Parenting Time _____

Alimony _____

Child Support _____

Equitable Distribution _____

Counsel Fees _____

Other issues (be specific) _____

Does an agreement exist between parties relative to any issue? ☐ Yes ☐ No.

If Yes, **ATTACH** a copy (if written) or a summary (if oral).

1. Name and Addresses of Parties:

Your Name _____

Street Address _____ City _____ State/Zip _____

Other Party's Name _____

Street Address _____ City _____ State/Zip _____

2. Name, Address, Birthdate and Person with whom children reside:

a. Child(ren) From This Relationship

Child's Full Name	Address	Birthdate	Person's Name

b. Child(ren) From Other Relationships

Child's Full Name	Address	Birthdate	Person's Name

Part B - Miscellaneous Information:

1. Information about Employment (Provide Name & Address of Business, if Self-employed)

Name of Employer/Business _____ Address _____

_____

Name of Employer/Business _____ Address _____

_____

2. Do you have Insurance obtained through Employment/Business? ☐ Yes ☐ No. Type of Insurance:

Medical ☐Yes ☐No; Dental ☐Yes ☐No; Prescription Drug ☐Yes ☐No; Life ☐Yes ☐No; Disability ☐Yes ☐No

Other (explain) _____

Is Insurance available through Employment/Business? ☐Yes ☐No

Explain: _____

3. **ATTACH** Affidavit of Insurance Coverage as required by Court Rule *5:4-2* (f) (See Part G)

4. Additional Identification:
Confidential Litigant Information Sheet: Filed ☐Yes ☐No

5. **ATTACH** a list of all prior/pending family actions involving support, custody or Domestic Violence, with the Docket Number, County, State and the disposition reached. Attach copies of all existing Orders in effect.

Part C. - Income Information:

Complete this section for self and (if known) for other party. If W-2 wage earner, gross earned income refers to Medicare wages.

1. Last Year's Income

	Yours	Joint	Other Party
1. Gross earned income last calendar (year)	$_____	$_____	$_____
2. Unearned income (same year)	$_____	$_____	$_____
3. Total Income Taxes paid on income (Fed., State, F.I.C.A., and S.U.I.). If Joint Return, use middle column.	$_____	$_____	$_____
4. Net income (1 + 2 - 3)	$_____	$_____	$_____

ATTACH to this form a corporate benefits statement as well as a statement of all fringe benefits of employment. (See Part G)

ATTACH a full and complete copy of last year's Federal and State Income Tax Returns. **ATTACH** W-2 statements, 1099's, Schedule C's, etc., to show total income plus a copy of the most recently filed Tax Returns. (See Part G)
Check if attached: ☐Federal Tax Return ☐State Tax Return ☐W-2 ☐ Other

2. Present Earned Income and Expenses

	Yours	Other Party (if known)
1. Average gross weekly income (based on last 3 pay periods – **ATTACH** pay stubs)	$_____	$_____
Commissions and bonuses, etc., are: ☐ included ☐ not included* ☐ not paid to you.		
2. Deductions per week (check all types of withholdings): ☐Federal ☐State ☐F.I.C.A. ☐S.U.I. ☐Other	$_____	$_____
3. Net average weekly income (1 - 2)	$_____	$_____

***ATTACH** details of basis thereof, including, but not limited to, percentage overrides, timing of payments, etc.
ATTACH copies of last three statements of such bonuses, commissions, etc.

3. Your Current Year-to-Date Earned Income

Provide Dates: From _____ To _____

1. GROSS EARNED INCOME: $_____ Number of Weeks _____
2. TAX DEDUCTIONS: (Number of Dependents: _____)

a.	Federal Income Taxes	a. $_____
b.	N.J. Income Taxes	b. $_____
c.	Other State Income Taxes	c. $_____
d.	F.I.C.A.	d. $_____
e.	Medicare	e. $_____
f.	S.U.I. / S.D.I.	f. $_____
g.	Estimated tax payments in excess of withholding	g. $_____
h.	_____	h. $_____
i.	_____	i. $_____
	TOTAL	$_____

3. GROSS INCOME NET OF TAXES $ $_____

4. OTHER DEDUCTIONS

				If mandatory, check box
a.	Hospitalization/Medical Insurance	a.	$_____	☐
b.	Life Insurance	b.	$_____	☐
c.	Union Dues	c.	$_____	☐
d.	401(k) Plans	d.	$_____	☐
e.	Pension/Retirement Plans	e.	$_____	☐
f.	Other Plans - specify _____	f.	$_____	☐
g.	Charity	g.	$_____	☐
h.	Wage Execution	h.	$_____	☐
i.	Medical Reimbursement (flex fund)	i.	$_____	☐
j.	Other _____ :	j.	$_____	☐
		TOTAL	$_____	

5. NET YEAR-TO-DATE EARNED INCOME: $_____

NET AVERAGE EARNED INCOME PER MONTH: $_____

NET AVERAGE EARNED INCOME PER WEEK $_____

4. Your Year-to-Date Gross Unearned Income From All Sources

(including, but not limited to, income from unemployment, disability and/or social security payments, interest, dividends, rental income and any other miscellaneous unearned income)

Source	How often paid	Year to date amount
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
TOTAL GROSS UNEARNED INCOME YEAR TO DATE		$_____

5. Additional Information:

1. How often are you paid? _____

2. What is your annual salary? $_____

3. Have you received any raises in the current year? ☐Yes ☐No
   If yes, provide the date and the gross/net amount. _____

4. Do you receive bonuses, commissions, or other compensation, including distributions, taxable or non-taxable, in addition to your regular salary? ☐Yes ☐No
   If yes, explain: _____

5. Does your employer pay for or provide you with an automobile (lease or purchase), automobile expenses, gas, repairs, lodging and other. ☐Yes ☐No
   If yes, explain.:
   _____

6. Did you receive bonuses, commissions, or other compensation, including distributions, taxable or non-taxable, in addition to your regular salary during the current or immediate past 2 calendar years? ☐Yes ☐No
   If yes, explain and state the date(s) of receipt and set forth the gross and net amounts received:

7. Do you receive cash or distributions not otherwise listed? ☐Yes ☐No
If yes, explain. _____

8. Have you received income from overtime work during either the current or immediate past calendar year? ☐Yes ☐No
If yes, explain. _____

9. Have you been awarded or granted stock options, restricted stock or any other non-cash compensation or entitlement during the current or immediate past calendar year? ☐Yes ☐No
If yes, explain. _____

10. Have you received any other supplemental compensation during either the current or immediate past calendar year? ☐Yes ☐No
If yes, state the date(s) of receipt and set forth the gross and net amounts received. Also describe the nature of any supplemental compensation received.

_____

_____

11. Have you received income from unemployment, disability and/or social security during either the current or immediate past calendar year? ☐Yes ☐No
If yes, state the date(s) of receipt and set forth the gross and net amounts received.

_____

12. List the names of the dependents you claim: _____

_____

13. Are you paying or receiving any alimony? ☐Yes ☐No
If yes, how much and from or to whom? _____

_____

14. Are you paying or receiving any child support? ☐Yes ☐No
If yes, list names of the children, the amount paid or received for each child and to whom paid or from whom received.

_____

_____

15. Is there a wage execution in connection with support? ☐Yes ☐No
If yes explain. _____

16. Does a Safe Deposit Box exist and if so, at which bank? ☐Yes ☐No

17. Has a dependent child of yours received income from social security, SSI or other government program during either the current or immediate past calendar year? ☐Yes ☐No
If yes, explain the basis and state the date(s) of receipt and set forth the gross and net amounts received

_____

18. Explanation of Income or Other Information:

_____

Part D - Monthly Expenses (computed at 4.3 wks/mo.)

Joint Marital or Civil Union Life Style should reflect standard of living established during marriage or civil union. Current expenses should reflect the current life style. Do not repeat those income deductions listed in Part C – 3.

	Joint Life Style Family, including _____ children	Current Life Style Yours and _____ children
SCHEDULE A: SHELTER		
If Tenant:		
Rent	$_____	$_____
Heat (if not furnished)	$_____	$_____
Electric & Gas (if not furnished)	$_____	$_____
Renter's Insurance	$_____	$_____
Parking (at Apartment)	$_____	$_____
Other charges (Itemize)	$_____	$_____
If Homeowner:		
Mortgage	$_____	$_____
Real Estate Taxes (if not included w/mortgage payment)	$_____	$_____
Homeowners Ins. (if not included w/mortgage payment)	$_____	$_____
Other Mortgages or Home Equity Loans	$_____	$_____
Heat (unless Electric or Gas)	$_____	$_____
Electric & Gas	$_____	$_____
Water & Sewer	$_____	$_____
Garbage Removal	$_____	$_____
Snow Removal	$_____	$_____
Lawn Care	$_____	$_____
Maintenance/Repairs	$_____	$_____
Condo, Co-op or Association Fees	$_____	$_____
Other Charges (Itemize)	$_____	$_____
Tenant or Homeowner:		
Telephone	$_____	$_____
Mobile/Cellular Telephone	$_____	$_____
Service Contracts on Equipment	$_____	$_____
Cable TV	$_____	$_____
Plumber/Electrician	$_____	$_____
Equipment & Furnishings	$_____	$_____
Internet Charges	$_____	$_____
Home Security System	$_____	$_____
Other (itemize)	$_____	$_____
TOTAL	$_____	$_____
SCHEDULE B: TRANSPORTATION		
Auto Payment	$_____	$_____
Auto Insurance (number of vehicles: _____)	$_____	$_____
Registration, License	$_____	$_____
Maintenance	$_____	$_____
Fuel and Oil	$_____	$_____
Commuting Expenses	$_____	$_____
Other Charges (Itemize)	$_____	$_____
TOTAL	$_____	$_____

SCHEDULE C: PERSONAL	Joint Life Style Family, including _____ children	Current Life Style Yours and _____ children
Food at Home & household supplies	$_____	$_____
Prescription Drugs	$_____	$_____
Non-prescription drugs, cosmetics, toiletries & sundries	$_____	$_____
School Lunch	$_____	$_____
Restaurants	$_____	$_____
Clothing	$_____	$_____
Dry Cleaning, Commercial Laundry	$_____	$_____
Hair Care	$_____	$_____
Domestic Help	$_____	$_____
Medical (exclusive of psychiatric)*	$_____	$_____
Eye Care*	$_____	$_____
Psychiatric/psychological/counseling*	$_____	$_____
Dental (exclusive of Orthodontic*	$_____	$_____
Orthodontic*	$_____	$_____
Medical Insurance (hospital, etc.)*	$_____	$_____
Club Dues and Memberships	$_____	$_____
Sports and Hobbies	$_____	$_____
Camps	$_____	$_____
Vacations	$_____	$_____
Children's Private School Costs	$_____	$_____
Parent's Educational Costs	$_____	$_____
Children's Lessons (dancing, music, sports, etc.)	$_____	$_____
Babysitting	$_____	$_____
Day-Care Expenses	$_____	$_____
Entertainment	$_____	$_____
Alcohol and Tobacco	$_____	$_____
Newspapers and Periodicals	$_____	$_____
Gifts	$_____	$_____
Contributions	$_____	$_____
Payments to Non-Child Dependents	$_____	$_____
Prior Existing Support Obligations this family/other families (specify)	$_____	$_____
Tax Reserve (not listed elsewhere)	$_____	$_____
Life Insurance	$_____	$_____
Savings/Investment	$_____	$_____
Debt Service (from page 7) (not listed elsewhere)	$_____	$_____
Parenting Time Expenses	$_____	$_____
Professional Expenses (other than this proceeding)	$_____	$_____
Pet Care and Expenses	$_____	$_____
Other (specify)	$_____	$_____

***unreimbursed only**

TOTAL	$_____	$_____

Please Note: If you are paying expenses for a spouse or civil union partner and/or children not reflected in this budget, attach a schedule of such payments.

Schedule A: Shelter	$_____	$_____
Schedule B: Transportation	$_____	$_____
Schedule C: Personal	$_____	$_____
	$_____	$_____
Grand Totals	$_____	$_____

Part E - Balance Sheet of All Family Assets and Liabilities

Statement of Assets

Description	Title to Property (P, D, J)[1]	Date of purchase/acquisition. If claim that asset is exempt, state reason and value of what is claimed to be exempt	Value $ Put * after exempt	Date of Evaluation Mo./Day/ Yr.
1. Real Property				
2. Bank Accounts, CD's (identify institution and type of account(s))				
3. Vehicles				
4. Tangible Personal Property				
5. Stocks, Bonds and Securities (identify institution and type of account(s))				
6. Pension, Profit Sharing, Retirement Plan(s), 40l(k)s, etc. (identify each institution or employer)				
7. IRAs				
8. Businesses, Partnerships, Professional Practices				
9. Life Insurance (cash surrender value)				
10. Loans Receivable				
11. Other (specify)				

TOTAL GROSS ASSETS: $_____

TOTAL SUBJECT TO EQUITABLE DISTRIBUTION: $_____

TOTAL NOT SUBJECT TO EQUITABLE DISTRIBUTION: $_____

[1] P = Plaintiff; D = Defendant; J = Joint

Statement of Liabilities

Description	Name of Responsible Party (P, D, J)	If you contend liability should not be shared, state reason	Monthly Payment	Total Owed	Date
1. Real Estate Mortgages					
2. Other Long Term Debts					
3. Revolving Charges					
4. Other Short Term Debts					
5. Contingent Liabilities					

TOTAL GROSS LIABILITIES: $_____
(excluding contingent liabilities)

NET WORTH: $_____
(subject to equitable distribution)

TOTAL SUBJECT TO EQUITABLE DISTRIBUTION: $_____

TOTAL NOT SUBJECT TO EQUITABLE DISTRIBUTION: $_____

Part F - - Statement of Special Problems

Provide a Brief Narrative Statement of Any Special Problems Involving This Case: As example, state if the matter involves complex valuation problems (such as for a closely held business) or special medical problems of any family member, etc.

Part G - Required Attachments

Check If You Have Attached the Following Required Documents

1. A full and complete copy of your last federal and state income tax returns with all schedules and attachments. (Part C-1) ☐
2. Your last calendar year's W-2 statements, 1099's, K-1 statements. ☐
3. Your three most recent pay stubs. ☐
4. Bonus information including, but not limited to, percentage overrides, timing of payments, etc.; the last three statements of such bonuses, commissions, etc. (Part C) ☐
5. Your most recent corporate benefit statement or a summary thereof showing the nature, amount and status of retirement plans, savings plans, income deferral plans, insurance benefits, etc. (Part C) ☐
6. Affidavit of Insurance Coverage as required by Court Rule 5:4-2(f) (Part B-3) ☐
7. List of all prior/pending family actions involving support, custody or Domestic Violence, with the Docket Number, County, State and the disposition reached. Attach copies of all existing Orders in effect. (Part B-5) ☐
8. Attach details of each wage execution (Part C-5) ☐
9. Schedule of payments made for a spouse or civil union partner and/or children not reflected in Part D. ☐
10. Any agreements between the parties. ☐
11. An Appendix IX Child Support Guideline Worksheet, as applicable, based upon available information. ☐
12. If a request has been made for college or post-secondary school contribution, all relevant information pertaining to that request, including but not limited to documentation of all costs and reimbursements or assistance for which contribution is sought, such as invoices or receipts for tuition, board and books; proof of enrollment; and proof of all financial aid, scholarships, grants and student loans obtained. ☐

I certify that, other than in this form and its attachments, confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I certify that the foregoing information contained herein is true. I am aware that if any of the foregoing information contained therein is willfully false, I am subject to punishment.

DATED: _____ SIGNED: _____

New Jersey Rules of Court

Appendix IX-A

CONSIDERATIONS IN THE USE OF CHILD SUPPORT GUIDELINES

(Includes amendments through those effective [May 1, 2015] September 1, 2015)

1. Philosophy of the Child Support Guidelines . . . no change.

2. Use of the Child Support Guidelines as a Rebuttable Presumption . . . no change.

3. Deviating from the Child Support Guidelines . . . no change.

4. The Income Shares Approach to Sharing Child-Rearing Expenses . . . no change.

5. Economic Basis for the Child Support Guidelines . . . no change.

6. Economic Principles Included in the Child Support Guidelines . . . no change.

7. Assumptions Included in the Child Support Guidelines . . . no change.

8. Expenses Included in the Child Support Schedules) . . . no change.

9. Expenses That May Be Added to the Basic Child Support Obligation . . . no change.

10. Adjustments to the Support Obligation - The factors listed below may require an adjustment to the basic child support obligation.

a. *Other Legal Dependents of Either Parent* - These guidelines include a mechanism to apportion a parent's income to all of his or her legal dependents regardless of the timing of their birth or family association (i.e., if a divorced parent remarries and has children, that parent's income should be shared by all children born to that parent). *Legal dependents* include adopted or biological children of either parent who are less than 18 years of age or more than 18 years of age and still attending high school or other secondary school. Stepchildren are not considered *legal* dependents unless a court has found that the stepparent has a legal responsibility for the stepchildren. When considering the use of this adjustment, the following principles shall apply:

(1) where there is not an order requiring either parent to pay support for the other dependent this adjustment shall be used only if [requested by a serial-family parent and] the income, if any, of the *other parent* of the secondary family is provided to or ascertainable by the court;

(2) where there is not an order requiring either parent to pay support for the other dependent, if the other parent in the secondary family is voluntarily unemployed or underemployed, the court shall impute income to that person (see paragraph 12) to determine the serial family parent's obligation to the children in the secondary family;

(3) this adjustment may be applied to other dependents born before or after the child for whom support is being determined;

(4) this adjustment may be requested by either or both parents (custodial and/or non-custodial);

(5) the adjustment may be applied when the initial award is entered or during subsequent modifications of the support order.

b. *Multiple Family Obligations* - . . . no change.

c. *Government Benefits Paid to or for Children* - . . . no change.

11. Defining Income . . . no change.

12. Imputing Income to Parents - The fairness of a child support award resulting from the application of these guidelines is dependent on the accurate determination of a parent's net income. If the court finds that either parent is, without just cause, voluntarily underemployed or unemployed, it shall impute income to that parent according to the following priorities:

a. impute income based on potential employment and earning capacity using the parent's work history, occupational qualifications, educational background, and prevailing job opportunities in the region. The court may impute income based on the parent's former income at that person's usual or former occupation or the average earnings for that occupation as reported by the New Jersey Department of Labor (NJDOL);

b. if potential earnings cannot be determined, impute income based on the parent's most recent wage or benefit record (a minimum of two calendar quarters) on file with the NJDOL (note: NJDOL records include wage and benefit income only and, thus, may differ from the parent's actual income); or

c. if a NJDOL wage or benefit record is not available, impute income based on the full-time employment (40 hours) at the <u>prevailing</u> New Jersey minimum wage [$ 8.38 per hour].

13. Adjustments for PAR Time (formerly Visitation Time) . . . no change.

14. Shared-Parenting Arrangements . . . no change.

15. Split-Parenting Arrangements . . . no change.

16. Child in the Custody of a Third Party . . . no change.

17. Adjustments for the Age of the Children . . . no change.

18. College or Other Post-Secondary Education Expenses . . . no change.

19. Determining Child Support and Alimony or Spousal Support Simultaneously . . . no change.

20. Extreme Parental Income Situations . . . no change.

21. Other Factors that May Require an Adjustment to a Guidelines-Based Award . . . no change.

22. Stipulated Agreements . . . no change.

23. Modification of Support Awards . . . no change.

24. Effect of Emancipation of a Child . . . no change.

25. Support for a Child Who has Reached Majority . . . no change.

26. Health Insurance for Children . . . no change.

27. Unpredictable, Non-Recurring Unreimbursed Health-Care in Excess of $250 per Child per Year . . . no change.

28. Distribution of Worksheets and Financial Affidavits . . . no change.

29. Background Reports and Publications . . . no change.

Note: Amended July 27, 2015 to be effective September 1, 2015.

Appendix IX-B

USE OF THE CHILD SUPPORT GUIDELINES

(Includes Amendments through those effective [May 1, 2015] September 1, 2015)

GENERAL INFORMATION

Completion and Filing of the Worksheet . . . no change.

Use of Weekly Amounts . . . no change.

Rounding to Whole Dollars and Percentages . . . no change.

Defining Parental Roles . . . no change.

Selection of a Worksheet . . . no change.

LINE INSTRUCTIONS FOR THE SOLE-PARENTING WORKSHEET

Caption . . . no change.

Lines 1 through 5 - Determining Income . . . no change.

Line 1 - Gross Taxable Income . . . no change.

Line 1a - Mandatory Retirement Contributions . . . no change.

Line 1b - Alimony Paid . . . no change.

Line 1c - Alimony Received . . . no change.

Line 2 - Adjusted Gross Taxable Income . . . no change.

Line 2a - Withholding Taxes . . . no change.

Line 2b - Mandatory Union Dues - Enter each parent's weekly mandatory union dues in the appropriate Line 2b column.

Union dues must be mandatory (i.e., required as a condition of employment) to be eligible as a deduction from a parent's adjusted gross income. Calculate the weekly amount of mandatory union dues by dividing the year-to-date dues paid by the number of employed weeks or by using an average of the prior year's dues payments.

[Prior Child Support Orders - Enter the weekly amount of previously ordered child support in the appropriate Line 2b column.

Since previously ordered child support of other relationships represents income that is not available for determining the current child support obligation, the amount of such orders must be deducted from the obligor's weekly Adjusted Gross Taxable Income (in anticipation of the payment of the order).

In cases where the obligor must pay support to multiple families, considering these amounts in the guidelines worksheet may result in the obligor's net income falling below the self-support reserve, seriously affecting the support order for the most recent support case. In these instances, it may be necessary for the court to deviate from the guidelines.]

Line 2c - Child Support Orders for Other Dependents

Enter the weekly amount of court ordered child support of either parent for other legal dependents in the appropriate Line 2c column.

The child support orders for other dependents are part of an adjustment mechanism to apportion a parent’s income to all legal dependents including those born before or after the children for whom support is being determined.

The adjustment requires that three support obligations be considered – (1) the court ordered support for the other dependents in the alternate family, (2) a support obligation that includes the

court ordered support for the other dependents, and (3) a support obligation that does not include the court ordered support for the other dependents.

[Mandatory Union Dues - Enter each parent's weekly mandatory union dues in the appropriate Line 2c column.

Union dues must be mandatory (i.e., required as a condition of employment) to be eligible as a deduction from a parent's adjusted gross income. Calculate the weekly amount of mandatory union dues by dividing the year-to-date dues paid by the number of employed weeks or by using an average of the prior year's dues payments.]

Line 2d - Other-Dependent Deduction - Enter the theoretical weekly child support obligation for other legal dependents (from Line 14 of the Sole-Parenting worksheet prepared for the alternate family) on Line 2d of the worksheet of the parent requesting the adjustment. The Line 14 amount represents the parent's income share of the total marginal costs for the children in the alternate family. The obligation amount for other legal dependents (the other-dependent deduction) should be calculated on a separate Sole-Parenting Worksheet.

The other-dependent deduction is part of an adjustment mechanism to apportion a parent's income to all legal dependents including those born before or after the children for whom support is being determined. Legal dependents include adopted or natural children of either parent who are under 18 years of age or over 18 years of age and still attending high school or other secondary school. No adjustment is provided for stepchildren. Generally, stepchildren are considered the legal responsibility of their natural parents unless the court determines that a stepparent has a legal obligation to support the child.

The adjustment requires that three support obligations be calculated - a theoretical support obligation for the other dependents in the alternate family, a support obligation that includes the other-dependent deduction, and a support obligation that does not include the other-dependent deduction. The deduction and the adjusted support obligation are calculated only if [requested by a serial family parent and] the income of the other parent in the alternate family is provided to the court.

1. The amount of the deduction is the serial parent's theoretical support obligation for the other legal dependents. It requires that a separate Sole-Parenting child support guidelines worksheet be completed (through Line 14) for the children in the alternate family with the serial parent being the theoretical obligor of those children. The deduction is calculated based on the income of the parent claiming the deduction and the income of that person's current spouse.

2. A parent must disclose the gross income of the other parent in the alternate family as a condition to the right to claim this deduction. If the other parent in the secondary family is voluntarily unemployed or underemployed, the court may impute income to that person to determine the parent's obligation to the children in the secondary family.

3. The amount of the deduction shall not be calculated for alternate families having more than six children. In such cases, the court may find that the guidelines are

inapplicable and may establish the child support award based on the factors set forth in N.J.S.A. 2A:34-23 and existing case law.

Line 3 - Net Taxable Income - Subtract the combined withholding tax, [prior] child support orders for other dependents, mandatory union dues, and the other-dependent deduction*, if any, from the Adjusted Gross Taxable Income to obtain the Net Taxable Income. (Math: Line 2 - Line 2a - Line 2b - Line 2c - Line 2d). **Enter** each parent's Net Taxable Income in the appropriate Line 3 column.

***If the other-dependent adjustment is [requested] applied,** three worksheets must be prepared: (1) one calculating the parent's [theoretical] obligation for other dependents [to dependents] in the secondary family, (2) one calculating a support award after deducting the [theoretical] obligation from the parent's net income, and (3) one calculating the support award as if there were no other dependents (i.e., the [theoretical] obligation without [the other dependent deduction] consideration of other dependents). Thus, [the other-dependent deduction is] financial obligations for other dependents are not always deducted when figuring net income. The support award is adjusted for other dependents at the end of the worksheet (Lines [21] 22 through [23] 24).

Line 4 - Non-Taxable Income . . . no change.

Line 5 - Government (Non-Means Tested) Benefit for the Child . . . no change.

Line 6 - Net Income . . . no change.

Line 7 - Each Parent's Share of Income . . . no change.

Line 8 - Basic Child Support Amount . . . no change.

Line 9 - Adding Net Work-Related Child Care Costs to the Basic Obligation . . . no change.

Line 10 - Adding Health Insurance Costs for the Child to the Basic Obligation . . . no change.

Line 11 - Adding Predictable and Recurring Unreimbursed Health Care to the Basic Obligation . . . no change.

Line 12 - Adding Court-Approved Predictable and Recurring Extraordinary

Expenses to the Basic Support Amount . . . no change.

Line 13 - Calculating the Total Child Support Amount . . . no change.

Line 14 - Parental Share of the Total Child Support Obligation . . . no change.

Line 15 - Credit for Derivative Government Benefits for the Child Based on Contribution of the Non-Custodial Parent . . . no change.

Line 16 - Credit for Child-Care Payments . . . no change.

Line 17 - Credit for Payment of Child's Health Insurance Cost . . . no change.

Line 18 - Credit for Payment of Child's Predictable and Recurring Unreimbursed Health Care . . . no change.

Line 19 - Credit for Payment of Court-Approved Extraordinary Expenses . . . no change.

Line 20 - Adjustment for Parenting Time Variable Expenses . . . no change.

Line 20a - Number of Overnights with Each Parent . . . no change.

Line 20b - Each Parent's Share of Overnights with the Child . . . no change.

Line 21 - Net Child Support Obligation

Subtract the non-custodial parent's direct payments for child care, the child's share of the health insurance premium, predictable and recurring unreimbursed health care for the child above $250 per year per child, and predictable and recurring extraordinary court-approved expenses from the paying parent's share of the total support amount. Then, **subtract** the Line 20 credit, if any, from the non-custodial parent's support amount and the Line 15 credit, if any, for government benefits for the child based on contribution of the NCP. The result is the net child support obligation. (Math: (Line 14 - (Line 15 + Line 16 + Line 17 + Line 18 + Line 19 + Line 20)). **Enter** the net obligation on Line 21.

Direct payments and credits are subtracted from the total child support amount to find the net child support obligation. Direct payments may be deducted only if the cost was included in the total child support amount. The net child support obligation for the non-custodial parent is the support order that will be paid for the benefit of the children.

IF [NEITHER PARENT REQUESTED AN ADJUSTMENT FOR OTHER DEPENDENTS] THERE IS NO ADJUSTMENT FOR OTHER DEPENDENTS, GO TO LINE 25

Lines 22, 23, and 24 - Adjusting the Child Support Obligation for Other [-] Dependents

1. If either parent has court ordered child support obligations for other dependent children or [requests] an adjustment for other legal dependents is applicable, the following amounts must be considered: [three Sole Parenting worksheets must be prepared (if calculating the adjustment manually). The worksheets will result in the following obligation amounts:]

a. The amount of court ordered child support for other dependents (Line 2c) and the other dependent deduction (Line 2d) (where no support order exists for the dependent) – using the separate other dependent deduction worksheet; [a theoretical support obligation for the child in the alternate family (i.e., the parent requesting the adjustment is the theoretical obligor of the child in the alternate family);]

b. A [a] support obligation for the child for whom support is being determined calculated after deducting the total of the other dependent orders and deductions

(L2c + L2d); and [theoretical obligation for any other dependents from the responsible parent's gross income; and]

c. A [a] support obligation for the child for whom support is being determined calculated without deducting the other dependent orders (Line 2c) and deductions (Line 2d) from the responsible parent's gross income. [theoretical obligation for other dependents from the responsible parent's gross income.]

2. To ensure that a fair share of the parent's income is available to all his or her legal dependents, the child support obligation for the child for whom support is being determined will be calculated WITH an income deduction for the court ordered or theoretical support obligations for other dependents. Then, the support for the subject child will be calculated WITHOUT consideration of the court ordered or theoretical support obligation for other dependents. These two calculations will be averaged. [add the non-custodial parent's support obligation from the worksheet that includes the other-dependent deduction and the non-custodial parent's support obligation from the worksheet that does not include the other-dependent deduction. Divide the sum of the two obligations by two to obtain the adjusted child support obligation for the non-custodial parent.]

Line 22 - Line 21 CS Obligation With Deduction for Other Dependents [Other Dependent Deduction]

Enter the amount of the net child support obligation (Line 21) from the worksheet that deducted the [theoretical] support obligation for the parent's other dependents from the parent's net income (i.e., with the Line 2c child support order for other dependents and Line 2d other [-] dependent deduction) [amount deducted from the parent's gross income]. Note: the Line 2d other dependent deduction [theoretical support obligation for children in the alternate family] is calculated on a separate sole parenting worksheet.

Line 23 - Line 21 CS Obligation Without Deduction for Other Dependents [Other Dependent Deduction]

Enter the amount of the net child support obligation (Line 21) from the worksheet that did not deduct the [theoretical] support obligation for other dependents ([Line] Lines 2c and 2d) from the parent's net income. [was calculated.] Note: The Line 2d other dependent deduction [theoretical support obligation for children in the secondary family] is calculated on a separate worksheet.

Line 24 - Obligation Adjusted for Other Dependents

Add the Line 22 support obligation that includes deductions for other dependents (Line 2c and Line 2d) [the other-dependent deduction] and the Line 23 support obligation that does not include deductions for other dependents [the other dependent deduction], then **divide** the sum by two to obtain the Adjusted Child Support Obligation for the non-custodial parent. (Math: (Line 22) + (Line 23) ÷ 2)). **Enter** the result on Line 24.

Lines 25, 26, and 27 - Maintaining a Self-Support Reserve . . . no change.

Line 25 - Self-Support Reserve Test . . . no change.

Line 26 - Maximum Child Support Order . . . no change.

Line 27 - Child Support Order . . . no change.

LINE INSTRUCTIONS FOR THE SHARED-PARENTING WORKSHEET

Caption . . . no change.

Lines 1 through 5 - Determining Income . . . no change.

Line 1 - Gross Taxable Income . . . no change.

Line 1a - Mandatory Retirement Contributions . . . no change.

Line 1b - Alimony Paid . . . no change.

Line 1c - Alimony Received . . . no change.

Line 2 - Adjusted Gross Taxable Income . . . no change.

Line 2a - Withholding Taxes . . . no change.

Line 2b - Mandatory Union Dues - Enter each parent's weekly mandatory union dues in the appropriate Line 2b column.

Union dues must be mandatory (i.e., required as a condition of employment) to be eligible as a deduction from a parent's adjusted gross income. Calculate the weekly amount of mandatory union dues by dividing the year-to-date dues paid by the number of employed weeks or by using an average of the prior year's dues payments.

[Prior Child Support Orders - Enter the weekly amount of previously ordered child support in the appropriate Line 2b column.

Since previously ordered child support of other relationships represents income that is not available for determining the current child support obligation, the amount of such orders must be deducted from the obligor's weekly Adjusted Gross Taxable Income (in anticipation of the payment of the order).

In cases where the obligor must pay support to multiple families, considering these amounts in the guidelines worksheet may result in the obligor's net income falling below the self-support reserve, seriously affecting the support order for the most recent support case. In these instances, it may be necessary for the court to deviate from the guidelines.]

Line 2c – Child Support Orders for Other Dependents

Enter the weekly amount of court ordered child support of either parent for other legal dependents in the appropriate Line 2c column.

The child support orders for other dependents are part of an adjustment mechanism to apportion a parent’s income to all legal dependents including those born before or after the children for whom support is being determined

The adjustment requires that three support obligations be considered – (1) the court ordered support for the other dependents in the alternate family, (2) a support obligation that includes the

court ordered support for the other dependents, and (3) a support obligation that does not include the court ordered support for the other dependents.

[Mandatory Union Dues - Enter each parent's weekly mandatory union dues in the appropriate Line 2c column.

Union dues must be mandatory (i.e., required as a condition of employment) to be eligible as a deduction from a parent's adjusted gross income. Calculate the weekly amount of mandatory union dues by dividing the year-to-date dues paid by the number of employed weeks or by using an average of the prior year's dues payments.]

Line 2d - Other-Dependent Deduction - Enter the theoretical weekly child support obligation for other legal dependents (from Line 14 of the Sole-Parenting worksheet prepared for the alternate family) on Line 2d of the worksheet of the parent requesting the adjustment. The Line 14 amount represents the parent's income share of the total marginal costs for the children in the alternate family. The obligation amount for other legal dependents (the other-dependent deduction) should be calculated on a separate Sole-Parenting Worksheet.

The other-dependent deduction is part of an adjustment mechanism to apportion a parent's income to all legal dependents including those born before or after the children for whom support is being determined. Legal dependents include adopted or natural children of either parent who are under 18 years of age or over 18 years of age **and** still attending high school or other secondary school. No adjustment is provided for stepchildren. Generally, stepchildren are considered the legal responsibility of their natural parents unless the court determines that a stepparent has a legal obligation to support the child.

The adjustment requires that three support obligations be calculated - a theoretical support obligation for the other dependents in the alternate family, a support obligation that includes the other-dependent deduction, and a support obligation that does not include the other-dependent deduction. The deduction and the adjusted support obligation are calculated only if [requested by a serial family parent and] the income of the other parent in the alternate family is provided to the court.

1. The amount of the deduction is the serial parent's theoretical support obligation for the other legal dependents. It requires that a separate Sole-Parenting child support guidelines worksheet be completed (through Line 14) for the children in the alternate family with the serial parent being the theoretical obligor of those children. The deduction is calculated based on the income of the parent claiming the deduction and the income of that person's current spouse.

2. A parent must disclose the gross income of the other parent in the alternate family as a condition to the right to claim this deduction. If the other parent in the secondary family is voluntarily unemployed or under-employed, the court may impute income to that person to determine the parent's obligation to the children in the secondary family.

3. The amount of the deduction shall not be calculated for alternate families having more than six children. In such cases, the court may find that the guidelines are

inapplicable and may establish the child support award based on the factors set forth in N.J.S.A. 2A:34-23 and existing case law.

Line 3 - Net Taxable Income - Subtract the combined withholding tax, [prior] child support orders for other dependents, mandatory union dues, and the other-dependent deduction*, if any, from the Adjusted Gross Taxable Income to obtain the Net Taxable Income. (Math: Line 2 - Line 2a - Line 2b - Line 2c - Line 2d). **Enter** each parent's Net Taxable Income in the appropriate Line 3 column.

If the other-dependent adjustment is [requested] applied, three worksheets must be prepared: (1) one calculating the parent's [theoretical] obligation for other dependents [to dependents] in the secondary family, (2) one calculating a support award after deducting the [theoretical] obligation from the parent's net income, and (3) one calculating the support award as if there were no other dependents (i.e., the [theoretical] obligation without [the other dependent deduction] consideration of other dependents). Thus, financial obligations for other dependents [the other-dependent deduction is] are not always deducted when figuring net income. The support award is adjusted for other dependents using Lines [29] 30 through [31] 32.

Line 4 - Non-Taxable Income . . . no change.

Line 5 - Government (Non-Means Tested) Benefit for the Child . . . no change.

Line 6 - Net Income . . . no change.

Line 7 - Each Parent's Share of Income . . . no change.

Line 8 - Basic Child Support Amount . . . no change.

Line 9 - Number of Overnights with Each Parent . . . no change.

Line 10 - Each Parent's Share of Overnights with Child . . . no change.

Line 11 - PAR Shared Parenting Fixed Expenses . . . no change.

Line 12 - Shared Parenting Basic Child Support Amount . . . no change.

Line 13 - Each Parent's Share of Shared Parenting Basic Child Support Amount . . . no change.

Line 14 - PAR Shared Parenting Variable Expenses . . . no change.

Line 15 - PAR Adjusted Shared Parenting Basic Child Support Amount . . . no change.

Lines 16 through 20 - Figuring Supplemental Expenses to be Added to the Shared Parenting Basic Child Support Amount . . . no change.

Line 16 - Adding Net Work-Related Child Care Costs . . . no change.

Line 17 - Adding Health Insurance Costs for the Child . . . no change.

Line 18 - Adding Predictable and Recurring Unreimbursed Health Care . . . no change.

Line 19 - Adding Court-Approved Predictable and Recurring Extraordinary Expenses . . . no change.

Line 20 - Total Supplemental Expenses . . . no change.

Line 21 - PAR's Share of the Total Supplemental Expenses . . . no change.

Line 22 - Credit for Derivative Government Benefits for the Child Based on Contribution of the Parent of Alternate Residence . . . no change.

Line 23 - Credit for PAR's Child Care Payments . . . no change.

Line 24 - Credit for PAR's Payment of Child's Health Insurance Cost . . . no change.

Line 25 - Credit for PAR's Payment of Unreimbursed Health Care . . . no change.

Line 26 - Credit for PAR's Payment of Court-Approved Extraordinary Expenses . . . no change.

Line 27 - PAR's Total Payments for Supplemental Expenses . . . no change.

Line 28 - PAR's Net Supplemental Expenses . . . no change.

Line 29 - PAR's Net Child Support Obligation . . . no change.

Lines 30, 31 and 32 - Adjusting the Child Support Obligation for Other Dependents

1. If either parent has court ordered child support obligations for other dependent children or [requests] an adjustment for other legal dependents is applicable, the following amounts must be considered: [a sole parenting worksheet must be prepared to determine the parent's theoretical support obligation for his or her other dependents. Additionally, two separate shared parenting worksheets must be completed (if calculating the adjustment manually). The three worksheets will result in the following obligation amounts:]

a. The amount of court ordered child support for other dependents (Line 2c) and the other dependent deduction Line 2d (where no support order exists for the dependent) – using the separate other dependent deduction worksheet; [Sole Parenting - a theoretical support obligation for the child in the alternate family (i.e., the parent requesting the adjustment is the theoretical obligor of the child in the alternate family);]

b. [Primary Shared Parenting – a] A support obligation for the child for whom support is being determined calculated after the total of the other dependent orders and deductions (L2c + L2d); [theoretical obligation for any other dependents (Line 2d) is deducted from the responsible parent's gross income;] and

c. [Alternate Shared Parenting -] A support obligation for the child for whom support is being determined calculated without deducting the other dependent orders (Line 2c) and deductions (Line 2d) from the responsible parent's gross

income. [theoretical obligation for other dependents (Line 2d) from the responsible parent's gross income.]

2. To ensure that a fair share of the parent's income is available to all his or her legal dependents, the child support obligation for the child for whom support is being determined will be calculated WITH an income deduction for the court ordered or theoretical support obligations for other dependents. Then, the support for the subject child will be calculated WITHOUT consideration of the court ordered or theoretical support obligation for other dependents. These two calculations will be averaged. [add the parent's support obligation from the worksheet that includes the Line 2d other-dependent deduction and the parent's support obligation from the worksheet that does not include the Line 2d other dependent deduction. Divide the sum of the two support obligations by two to obtain the adjusted child support obligation.]

Line 30 - Line 29 PAR CS Obligation WITH Deductions for Other Dependents [Other Dependent Deduction]

Enter the PAR's net child support obligation (Line 29) from the worksheet that deducted the support obligation for the parent's other dependents from the parent's net income (i.e., with the Line 2c child support order for other dependents and Line 2d other dependent deduction). Note: the Line 2d other dependent deduction is calculated on a separate worksheet. [theoretical support obligation for other dependents of either parent (i.e., with the Line 2d other-dependent amount deducted from gross income).]

Line 31 - Line 29 PAR CS Obligation WITHOUT Deductions for Other Dependents [Other Dependent Deduction]

Enter the PAR's net child support obligation (Line 29) from the worksheet that does not deduct the support obligation for other dependents (Line 2c and 2d) from the parent's net income. [a theoretical support obligation for other dependents from the gross income of either parent.]

Line 32 - Adjusted PAR CS Obligation

Add the Line 30 support obligation that includes the deductions for other dependents (Lines 2c and 2d) and the Line 31 support obligation that does not include the deductions for other dependents, the divide the sum by two to obtain the Adjusted Child Support Obligation for the paying parent. [obligation that includes the other dependent deduction (Line 30) and the obligation that does not include the other dependent deduction (Line 31), then **divide** the sum by two to obtain the Adjusted PAR Child Support Obligation.] Math: (Line 30 + Line 31) ÷ 2). **Enter** the result on Line 32.

Lines 33 and 34 - Maintaining a Self-Support Reserve . . . no change.

Line 33 - Self-Support Reserve Test . . . no change.

Line 34 - PAR's Maximum Child Support Order . . . no change.

Line 35 - Child Support Order . . . no change.

Line 36 - PPR Household Income Test . . . no change.

Appendix IX-C

CHILD SUPPORT GUIDELINES - SOLE PARENTING WORKSHEET			
Case Name: v. *Plaintiff* *Defendant*		County:	
		Docket #:	
Custodial Parent is the: ☐ Plaintiff ☐ Defendant		Number of Children:	
All amounts must be weekly	**CUSTODIAL**	**NON-CUSTODIAL**	**COMBINED**
1. Gross Taxable Income	$	$	
1a. Mandatory Retirement Contributions (non-taxable)	-$	-$	
1b. Alimony Paid (Current and/or Past Relationships)	-$	-$	
1c. Alimony Received (Current and/or Past Relationships)	+$	+$	
2. Adjusted Gross Taxable Income ((L1-L1a-L1b)+L1c)	$	$	
2a. Federal, State and Local Income Tax Withholding	-$	-$	
2b. [Prior Child Support Orders (Past Relationships)] Mandatory Union Dues	-$	-$	
2c. [Mandatory Union Dues] Child Support Orders for Other Dependents	-$	-$	
2d. Other Dependent Deduction (from L14 of a separate worksheet)	-$	-$	
3. Net Taxable Income (L2-L2a-L2b-L2c-L2d)	$	$	
4. Non-Taxable Income (source:)	+$	+$	
5. Government (Non-Means Tested) Benefits for the Child	+$	+$	
6. Net Income (L3+L4+L5)	$	$	$
7. Each Parent's Share of Income (L6 Each Parent ÷ L6 Combined)	0._____	0._____	1.00
8. Basic Child Support Amount (from Appendix IX-F Schedules)			$
9. Net Work Related Child Care (from Appendix IX-E Worksheet)			+$
10. Child's Share of Health Insurance Premium			+$
11. Unreimbursed Health Care Expenses over $250 per child per year			+$
12. Court-Approved Extraordinary Expenses			+$
13. Total Child Support Amount (L8+L9+L10+L11+L12)			$
14. Each Parent's Share of Support Obligation (L7 x L13)	$	$	
15. Government Benefits for the Child Based on Contribution of NCP		-$	
16. Net Work-Related Child Care Paid		-$	
17. Health Insurance Premium for the Child Paid		-$	
18. Unreimbursed Health Care Expenses Paid (>$250/child/year)		-$	
19. Court-Approved Extraordinary Expenses Paid		-$	
20. Adjustment for Parenting Time Expenses (L8 x L20b for Non-Custodial Parent x 0.37) *Note: Not presumptive in some low income situations (see* App IX-A., ¶13*)*		-$	
20a. Number of Annual Overnights with Each Parent			
20b. Each Parent's Share of Overnights with the Child (L20a for Parent ÷ L20a Combined)	0._____	0._____	1.00
21. Net Child Support Obligation (L14-L15-L16-L17-L18-L19-L20)		$	
Continued on Page 2			

Appendix IX-C

CHILD SUPPORT GUIDELINES – SOLE PARENTING WORKSHEET – PAGE 2			
If* [*neither parent is requesting the other-dependent deduction*] *there is no adjustment for other dependents, go to line 25			
22. Child Support Order WITH Other Dependent Deduction (L 2d) and Child Support Orders for Other Dependents (L 2c)		$	
23. Child Support Order WITHOUT Other Dependent Deduction and Child Support Orders for Other Dependents		$	
24. Adjusted Child Support Order ((L22 + L23) ÷ 2)		$	
25. Self-Support Reserve Test: (L6 - L21 or L24 for NCP; L6 - L14 for CP) If L25 for NCP is greater than 105% of the federal poverty guideline for one person (*pg*) L25 for CP is less than *pg*, enter L21 or L24 amount on L27. If NCP L25 is less than the *pg* and CP L25 is greater than the *pg*, go to L26.	$	$	
26. Obligor Parent's Maximum Child Support Obligation. (L6 NCP income – 105% of federal poverty guideline for one person). Enter result here and on Line 27.		$	
27. Child Support Order		$	
COMMENTS, REBUTTALS, AND JUSTIFICATION FOR DEVIATIONS			
1. This child support order for this case ☐ was ☐ was not based on the child support guidelines award.			
2. If different from the child support guidelines award (Line 27), enter amount ordered:			
3. The child support guidelines were not used or the guidelines award was adjusted because:			
4. The following court-approved extraordinary expenses were added to the basic support obligation:			
5. Custodial Taxes: ☐ App IX-H ☐ Circ E ☐ Other #Allowances: Marital:			
Non-Custodial Taxes: ☐ App IX-H ☐ Circ E ☐ Other #Allowances: Marital:			
Prepared By:	Title:		Date:

Appendix IX-D

CHILD SUPPORT GUIDELINES - SHARED PARENTING WORKSHEET			
Case Name: v. *Plaintiff* *Defendant*		County:	
		Docket #:	
PPR is the: ☐ Plaintiff ☐Defendant		Number of Children:	
All amounts must be weekly	**PARENT OF PRIMARY RESIDENCE (PPR)**	**PARENT OF ALTERNATE RESIDENCE (PAR)**	**COMBINED**
1. Gross Taxable Income	$	$	
1a. Mandatory Retirement Contributions (non-taxable)	-$	-$	
1b. Alimony Paid (Current and/or Past Relationships)	-$	-$	
1c. Alimony Received (Current and/or Past Relationships)	+$	+$	
2. Adjusted Gross Taxable Income ((L1-L1a-L1b)+L1c)	$	$	
2a. Federal, State and Local Income Tax Withholding	-$	-$	
2b. [Prior Child Support Orders (Past Relationships)] Mandatory Union Dues	-$	-$	
2c. [Mandatory Union Dues] Child Support Orders for Other Dependents	-$	-$	
2d. Other Dependent Deduction (from L14 of a separate worksheet)	-$	-$	
3. Net Taxable Income (L2-L2a-L2b-L2c-L2d)	$	$	
4. Non-Taxable Income (source:)	+$	+$	
5. Government (Non-Means Tested) Benefits for the Child	+$	+$	
6. Net Income (L3+L4+L5)	$	$	$
7. Each Parent's Share of Income (L6 Each Parent ÷ L6 Combined)	0._____	0._____	1.00
8. Basic Child Support Amount (from Appendix IX-F Schedules)			$
9. Number of Overnights with Each Parent			
10. Each Parent's Share of Overnights with the Child (L9 for Parent ÷ L9 Combined)	0._____	0._____	1.00
If PAR time sharing is less than the equivalent of two overnights per week (28%), use Sole Parenting Worksheet.			
11. PAR Shared Parenting Fixed Expenses (L8 x PAR L10 x 0.38 x 2)			+$
12. Shared Parenting Basic Child Support Amount (L8 + L11)			$
13. Each Parent's Share of SP Basic Child Support Amount (L7xL12)	$	$	
14. PAR Shared Parenting Variable Expenses (PAR L10 x L8 x 0.37)		-$	
15. PAR Adjusted SP Basic Child Support Amount (PAR L13 – L11 – L14)		$	
16. Net Work Related Child Care (from Appendix IX-E Worksheet)			+$
17. Child's Share of Health Insurance Premium			+$
18. Unreimbursed Health Care Expenses over $250 per child per year			+$
19. Court-Approved Extraordinary Expenses			+$
20. Total Supplemental Expenses (L16+L17+L18+L19)			$
21. PAR's Share of Total Supplemental Expenses (PAR L7 x L20)		$	
22. Government Benefits for the Child Based on Contribution of PAR		$	
23. PAR Net Work-Related Child Care PAID		$	
Continued on Page 2			

CHILD SUPPORT GUIDELINES - SHARED PARENTING WORKSHEET – PAGE 2			
All amounts must be weekly	**PPR**	**PAR**	**COMBINED**
24. PAR Health Insurance Premium for the Child PAID		$	
25. PAR Unreimbursed Health Care Expenses >$250/child/year) PAID		$	
26. PAR Court-Approved Extraordinary Expenses PAID		$	
27. PAR Total Supplemental Expenses PAID (L23 + L24 + L25 + L26)		$	
28. PAR Net Supplemental Expenses (L21 – L27)		$	
29. PAR Net Child Support Obligation (L15 + L28)		$	
If [neither parent is requesting the other dependent deduction] there is no adjustment for other dependents, go to line 33.			
30. Line 29 PAR CS Obligation WITH Other Dependent Deduction L2d and Child Support Orders for Other Dependents L2c		$	
31. Line 29 PAR CS Obligation WITHOUT Other Dependent Deduction and Child Support Orders for Other Dependents		$	
32. Adjusted PAR Child Support Obligation ((L30 + L31) ÷ 2)		$	
33. Self-Support Reserve Test: (L6 - L29 or L32 for PAR; L6 – L13 for PPR)	$	$	
If L33 for PAR is greater than 105% of the federal poverty guideline for one person (*pg*) or L33 for the PPR is less than the *pg*, enter the L29 or L32 amount on the PAR L35. If PAR L33 is less than the *pg* and PPR's L33 is greater than the *pg*, go to L34. If L29 or L32 is negative, see App. IX-B for instructions.			
34. Maximum CS Obligation (Obligor Parent's L6 net income – 105% of the poverty guideline for one person). Enter result here and on Line 35.	$	$	
35. Child Support Order (negative L29 or L32 denotes PPR Obligation)	$	$	
If the PAR is the Obligor, Continue on Line 36			
36. PPR Household Income Test (L6 PPR net income from all sources + net income of other household members + L35 order). If less than the PPR household income threshold (see App. IX-A, ¶14(c)), the SOLE PARENTING WORKSHEET should be used.	$		
COMMENTS, REBUTTALS, AND JUSTIFICATION FOR DEVIATIONS			
1. This child support order for this case ☐ was ☐ was not based on the child support guidelines award.			
2. If different from the child support guidelines award (Line 35), enter amount ordered:			
3. The child support guidelines were not used or the guidelines award was adjusted because:			
4. The following extraordinary expenses were added to the basic support obligation on Line 19:			
5. PPR Taxes: ☐ App IX-H ☐Circ E ☐ Other #Allowances: Marital:			
PAR Taxes: ☐ App IX-H ☐Circ E ☐ Other #Allowances: Marital:			
Prepared By:	Title:	Date:	

APPENDIX IX-H

COMBINED TAX WITHHOLDING TABLES FOR USE WITH THE SUPPORT GUIDELINES

Includes Federal, State, Social Security and Medicare Income Tax Withholding Rates

Weekly Payroll Period - Single Persons and Married Living Apart - For Wages Paid on or After January 1, 2015

These Tables should not be used for certain income situations - see notes at end of tables.

Weekly Gross Income			And the number of withholding allowances claimed is ...								
At least	But less than		0	1	2	3	4	5	6	7	8
100	110		16	9	9	9	8	8	8	8	8
110	120		18	10	10	10	9	9	9	9	9
120	130		20	12	11	11	10	10	10	10	10
130	140		21	13	12	11	11	11	11	10	10
140	150		23	15	13	12	12	12	12	11	11
150	160		25	17	14	13	13	13	12	12	12
160	170		27	19	15	14	14	14	13	13	13
170	180		29	21	15	15	15	15	14	14	14
180	190		31	23	16	16	16	15	15	15	15
190	200		33	25	17	17	17	16	16	16	16
200	210		35	27	19	18	18	17	17	17	16
210	220		37	29	21	19	19	18	18	18	17
220	230		39	31	23	20	19	19	19	19	18
230	240		41	33	25	21	20	20	20	19	19
240	250		44	35	27	22	21	21	21	20	20
250	260		46	36	28	22	22	22	22	21	21
260	270		48	38	30	23	23	23	23	22	22
270	280		51	40	32	24	24	24	23	23	23
280	290		53	42	34	26	25	25	24	24	24
290	300		56	44	36	28	26	26	25	25	25
300	310		58	46	38	30	27	26	26	26	26
310	320		61	49	40	32	28	27	27	27	27
320	330		63	51	42	34	29	28	28	28	27
330	340		65	54	44	36	30	29	29	29	28
340	350		68	56	46	38	30	30	30	30	29
350	360		70	58	48	40	32	31	31	30	30
360	370		73	61	50	42	34	32	32	31	31
370	380		75	63	51	43	36	33	33	32	32
380	390		77	66	54	45	37	34	33	33	33
390	400		80	68	56	47	39	35	34	34	34
400	410		82	70	59	49	41	36	35	35	35
410	420		85	73	61	51	43	37	36	36	36
420	430		87	75	63	53	45	37	37	37	37
430	440		90	78	66	55	47	39	38	38	37
440	450		92	80	68	57	49	41	39	39	38

450	460		95	83	71	59	51	43	40	40	39
460	470		97	85	73	61	53	45	41	41	40
470	480		100	88	76	64	55	47	42	41	41
480	490		102	90	78	66	57	49	43	42	42
490	500		105	93	81	69	59	51	44	43	43
500	510		107	95	83	71	61	53	44	44	44
510	520		110	98	86	74	63	54	46	45	45
520	530		112	100	88	76	65	56	48	46	46
530	540		114	103	91	79	67	58	50	47	47
540	550		117	105	93	81	69	60	52	48	48
550	560		119	107	96	84	72	62	54	49	49
560	570		122	110	98	86	74	64	56	50	50
570	580		124	112	100	89	77	66	58	51	50
580	590		127	115	103	91	79	68	60	52	51
590	600		129	117	105	93	82	70	62	54	52
600	610		132	120	108	96	84	72	64	56	53
610	620		134	122	110	98	86	75	66	58	54
620	630		137	125	113	101	89	77	68	60	55
630	640		139	127	115	103	91	79	70	62	56
640	650		142	130	118	106	94	82	72	64	57
650	660		144	132	120	108	96	84	74	66	58
660	670		146	135	123	111	99	87	76	68	60
670	680		149	137	125	113	101	89	78	70	62
680	690		152	139	128	116	104	92	80	72	64
690	700		154	142	130	118	106	94	82	74	66
700	710		157	145	133	121	109	97	85	76	68
710	720		160	147	135	123	111	99	87	78	70
720	730		162	150	138	126	114	102	90	80	72
730	740		165	153	140	128	116	104	92	82	73
740	750		168	155	143	131	119	107	95	84	75
750	760		170	158	146	133	121	109	97	85	77
760	770		173	161	148	136	124	112	100	88	79
770	780		177	163	151	139	126	114	102	90	81
780	790		181	166	154	141	129	117	105	93	83
790	800		185	169	156	144	132	119	107	95	85
800	810		188	172	159	147	134	122	110	98	87
810	820		192	174	162	149	137	125	112	100	89
820	830		196	177	165	152	140	127	115	103	91
830	840		200	180	168	155	142	130	118	105	93
840	850		204	184	170	158	145	133	120	108	96
850	860		208	187	173	161	148	135	123	111	99
860	870		212	191	176	163	151	138	126	113	101
870	880		216	195	179	166	154	141	128	116	104
880	890		219	199	182	169	156	144	131	119	106
890	900		223	203	185	172	159	147	134	121	109

900	910		227	207	188	175	162	150	137	124	112
910	920		231	211	191	178	165	152	140	127	114
920	930		235	215	194	181	168	155	143	130	117
930	940		239	218	198	184	171	158	145	133	120
940	950		243	222	202	186	174	161	148	136	123
950	960		247	226	206	189	177	164	151	138	126
960	970		250	230	210	192	179	167	154	141	129
970	980		254	234	213	195	182	170	157	144	132
980	990		258	238	217	198	185	173	160	147	134
990	1000		262	242	221	201	188	175	163	150	137
1000	1010		266	246	225	205	191	178	166	153	140
1010	1020		270	249	229	209	194	181	168	156	143
1020	1030		274	253	233	212	197	184	171	159	146
1030	1040		278	257	237	216	200	187	174	161	149
1040	1050		281	261	241	220	202	190	177	164	152
1050	1060		285	265	244	224	205	193	180	167	155
1060	1070		289	269	248	228	208	196	183	170	157
1070	1080		293	273	252	232	211	198	186	173	160
1080	1090		297	277	256	236	215	201	189	176	163
1090	1100		301	280	260	240	219	204	191	179	166
1100	1110		305	284	264	243	223	207	194	182	169
1110	1120		309	288	268	247	227	210	197	184	172
1120	1130		312	292	272	251	231	213	200	187	175
1130	1140		316	296	275	255	235	216	203	190	178
1140	1150		320	300	279	259	239	219	206	193	180
1150	1160		324	304	283	263	242	222	209	196	183
1160	1170		328	308	287	267	246	226	212	199	186
1170	1180		332	311	291	271	250	230	214	202	189
1180	1190		336	315	295	274	254	234	217	205	192
1190	1200		340	319	299	278	258	238	220	207	195
1200	1210		343	323	303	282	262	241	223	210	198
1210	1220		347	327	306	286	266	245	226	213	201
1220	1230		351	331	310	290	270	249	229	216	203
1230	1240		355	335	314	294	273	253	233	219	206
1240	1250		359	339	318	298	277	257	237	222	209
1250	1260		363	342	322	302	281	261	240	225	212
1260	1270		367	346	326	305	285	265	244	228	215
1270	1280		371	350	330	309	289	269	248	230	218
1280	1290		374	354	334	313	293	272	252	233	221
1290	1300		378	358	337	317	297	276	256	236	224
1300	1310		382	362	341	321	301	280	260	239	226
1310	1320		386	366	345	325	304	284	264	243	229
1320	1330		390	370	349	329	308	288	268	247	232
1330	1340		394	373	353	333	312	292	271	251	235
1340	1350		398	377	357	336	316	296	275	255	238

1350	1360		402	381	361	340	320	300	279	259	241
1360	1370		405	385	365	344	324	303	283	263	244
1370	1380		409	389	368	348	328	307	287	267	247
1380	1390		413	393	372	352	332	311	291	270	250
1390	1400		417	397	376	356	335	315	295	274	254
1400	1410		421	401	380	360	339	319	299	278	258
1410	1420		425	404	384	364	343	323	302	282	262
1420	1430		429	408	388	367	347	327	306	286	265
1430	1440		433	412	392	371	351	331	310	290	269
1440	1450		436	416	396	375	355	334	314	294	273
1450	1460		440	420	399	379	359	338	318	298	277
1460	1470		444	424	403	383	363	342	322	301	281
1470	1480		448	428	407	387	366	346	326	305	285
1480	1490		452	432	411	391	370	350	330	309	289
1490	1500		456	436	415	395	374	354	333	313	293
1500	1510		460	440	419	399	378	358	337	317	296
1510	1520		464	444	423	402	382	362	341	321	300
1520	1530		468	448	427	406	386	365	345	325	304
1530	1540		472	452	431	410	390	369	349	329	308
1540	1550		476	456	435	414	394	373	353	332	312
1550	1560		480	459	439	418	398	377	357	336	316
1560	1570		484	463	443	422	402	381	361	340	320
1570	1580		488	467	447	426	406	385	365	344	324
1580	1590		492	471	451	430	410	389	369	348	327
1590	1600		496	475	455	434	414	393	373	352	331
1600	1610		500	479	459	438	418	397	376	356	335
1610	1620		504	483	463	442	422	401	380	360	339
1620	1630		508	487	467	446	426	405	384	364	343
1630	1640		512	491	471	450	430	409	388	368	347
1640	1650		516	495	475	454	433	413	392	372	351
1650	1660		520	499	479	458	437	417	396	376	355
1660	1670		524	503	483	462	441	421	400	380	359
1670	1680		528	507	486	466	445	425	404	384	363
1680	1690		532	511	490	470	449	429	408	388	367
1690	1700		536	515	494	474	453	433	412	392	371
1700	1710		540	519	498	478	457	437	416	396	375
1710	1720		543	523	502	482	461	441	420	400	379
1720	1730		547	527	506	486	465	445	424	403	383
1730	1740		551	531	510	490	469	449	428	407	387
1740	1750		555	535	514	494	473	453	432	411	391
1750	1760		559	539	518	498	477	457	436	415	395
1760	1770		563	543	522	502	481	460	440	419	399
1770	1780		567	547	526	506	485	464	444	423	403
1780	1790		571	551	530	510	489	468	448	427	407
1790	1800		575	555	534	514	493	472	452	431	411

1800	1810		580	559	538	517	497	476	456	435	415
1810	1820		584	563	542	521	501	480	460	439	419
1820	1830		588	567	546	525	505	484	464	443	423
1830	1840		592	571	550	529	509	488	468	447	427
1840	1850		597	574	554	533	513	492	472	451	430
1850	1860		601	578	558	537	517	496	476	455	434
1860	1870		605	582	562	541	521	500	480	459	438
1870	1880		610	587	566	545	525	504	484	463	442
1880	1890		614	591	570	549	529	508	487	467	446
1890	1900		618	595	574	553	533	512	491	471	450
1900	1910		622	599	578	557	537	516	495	475	454
1910	1920		627	604	582	561	541	520	499	479	458
1920	1930		631	608	586	565	544	524	503	483	462
1930	1940		635	612	590	569	548	528	507	487	466
1940	1950		639	616	594	573	552	532	511	491	470
1950	1960		644	621	598	577	556	536	515	495	474
1960	1970		648	625	602	581	560	540	519	499	478
1970	1980		652	629	606	585	564	544	523	503	482
1980	1990		656	634	611	589	568	548	527	507	486
1990	2000		661	638	615	593	572	552	531	511	490
2000	2010		665	642	619	597	576	556	535	514	494
2010	2020		669	646	623	601	580	560	539	518	498
2020	2030		673	651	628	605	584	564	543	522	502
2030	2040		678	655	632	609	588	568	547	526	506
2040	2050		682	659	636	613	592	571	551	530	510
2050	2060		686	663	641	618	596	575	555	534	514
2060	2070		691	668	645	622	600	579	559	538	518
2070	2080		695	672	649	626	604	583	563	542	522
2080	2090		699	676	653	630	608	587	567	546	526
2090	2100		703	680	658	635	612	591	571	550	530
2100	2110		708	685	662	639	616	595	575	554	534
2110	2120		712	689	666	643	620	599	579	558	538
2120	2130		716	693	670	648	625	603	583	562	542
2130	2140		720	698	675	652	629	607	587	566	545
2140	2150		725	702	679	656	633	611	591	570	549
2150	2160		729	706	683	660	637	615	595	574	553
2160	2170		733	710	687	665	642	619	599	578	557
2170	2180		737	715	692	669	646	623	602	582	561
2180	2190		742	719	696	673	650	627	606	586	565
2190	2200		746	723	700	677	654	632	610	590	569
2200	2210		750	727	705	682	659	636	614	594	573
2210	2220		755	732	709	686	663	640	618	598	577
2220	2230		759	736	713	690	667	644	622	602	581
2230	2240		763	740	717	694	672	649	626	606	585
2240	2250		767	744	722	699	676	653	630	610	589

2250	2260		772	749	726	703	680	657	634	614	593
2260	2270		776	753	730	707	684	661	639	618	597
2270	2280		780	757	734	711	689	666	643	622	601
2280	2290		784	761	738	715	692	670	647	625	605
2290	2300		788	765	742	719	696	673	650	628	608
2300	2310		791	768	746	723	700	677	654	632	611
2310	2320		795	772	749	726	703	681	658	635	615
2320	2330		799	776	753	730	707	684	661	639	618
2330	2340		802	779	756	734	711	688	665	642	621
2340	2350		806	783	760	737	714	691	669	646	625
2350	2360		810	787	764	741	718	695	672	649	628
2360	2370		813	790	767	745	722	699	676	653	631
2370	2380		817	794	771	748	725	702	680	657	635
2380	2390		820	798	775	752	729	706	683	660	638
2390	2400		824	801	778	755	733	710	687	664	641
2400	2410		828	805	782	759	736	713	690	668	645
2410	2420		831	809	786	763	740	717	694	671	648
2420	2430		835	812	789	766	744	721	698	675	652
2430	2440		839	816	793	770	747	724	701	679	656
2440	2450		842	819	797	774	751	728	705	682	659
2450	2460		846	823	800	777	754	732	709	686	663
2460	2470		850	827	804	781	758	735	712	689	667
2470	2480		853	830	808	785	762	739	716	693	670
2480	2490		857	834	811	788	765	743	720	697	674
2490	2500		861	838	815	792	769	746	723	700	678
2500	2510		864	841	818	796	773	750	727	704	681
2510	2520		868	845	822	799	776	753	731	708	685
2520	2530		871	849	826	803	780	757	734	711	688
2530	2540		875	852	829	806	784	761	738	715	692
2540	2550		879	856	833	810	787	764	742	719	696
2550	2560		882	860	837	814	791	768	745	722	699
2560	2570		886	863	840	817	795	772	749	726	703
2570	2580		890	867	844	821	798	775	752	730	707
2580	2590		893	870	848	825	802	779	756	733	710
2590	2600		897	874	851	828	805	783	760	737	714
2600	2610		901	878	855	832	809	786	763	741	718
2610	2620		904	881	859	836	813	790	767	744	721
2620	2630		908	885	862	839	816	794	771	748	725
2630	2640		912	889	866	843	820	797	774	751	729
2640	2650		915	892	869	847	824	801	778	755	732
2650	2660		919	896	873	850	827	804	782	759	736
2660	2670		923	900	877	854	831	808	785	762	740
2670	2680		926	903	880	858	835	812	789	766	743
2680	2690		930	907	884	861	838	815	793	770	747
2690	2700		933	911	888	865	842	819	796	773	750

2700	2710		937	914	891	868	846	823	800	777	754
2710	2720		941	918	895	872	849	826	803	781	758
2720	2730		944	922	899	876	853	830	807	784	761
2730	2740		948	925	902	879	857	834	811	788	765
2740	2750		952	929	906	883	860	837	814	792	769
2750	2760		955	932	910	887	864	841	818	795	772
2760	2770		959	936	913	890	867	845	822	799	776
2770	2780		963	940	917	894	871	848	825	802	780
2780	2790		966	943	920	898	875	852	829	806	783
2790	2800		970	947	924	901	878	856	833	810	787
2800	2810		974	951	928	905	882	859	836	813	791
2810	2820		977	954	931	909	886	863	840	817	794
2820	2830		981	958	935	912	889	866	844	821	798
2830	2840		984	962	939	916	893	870	847	824	801
2840	2850		988	965	942	919	897	874	851	828	805
2850	2860		992	969	946	923	900	877	855	832	809
2860	2870		995	973	950	927	904	881	858	835	812
2870	2880		999	976	953	930	908	885	862	839	816
2880	2890		1003	980	957	934	911	888	865	843	820
2890	2900		1006	983	961	938	915	892	869	846	823
2900	2910		1010	987	964	941	918	896	873	850	827
2910	2920		1014	991	968	945	922	899	876	854	831
2920	2930		1017	994	972	949	926	903	880	857	834
2930	2940		1021	998	975	952	929	907	884	861	838
2940	2950		1025	1002	979	956	933	910	887	864	842
2950	2960		1028	1005	982	960	937	914	891	868	845
2960	2970		1032	1009	986	963	940	917	895	872	849
2970	2980		1036	1013	990	967	944	921	898	875	852
2980	2990		1039	1016	993	971	948	925	902	879	856
2990	3000		1043	1020	997	974	951	928	906	883	860
3000	3010		1046	1024	1001	978	955	932	909	886	863
3010	3020		1050	1027	1004	981	959	936	913	890	867
3020	3030		1054	1031	1008	985	962	939	916	894	871
3030	3040		1057	1034	1012	989	966	943	920	897	874
3040	3050		1061	1038	1015	992	970	947	924	901	878
3050	3060		1065	1042	1019	996	973	950	927	905	882
3060	3070		1068	1045	1023	1000	977	954	931	908	885
3070	3080		1072	1049	1026	1003	980	958	935	912	889
3080	3090		1076	1053	1030	1007	984	961	938	915	893
3090	3100		1079	1056	1033	1011	988	965	942	919	896
3100	3110		1083	1060	1037	1014	991	969	946	923	900
3110	3120		1087	1064	1041	1018	995	972	949	926	904
3120	3130		1090	1067	1044	1022	999	976	953	930	907
3130	3140		1094	1071	1048	1025	1002	979	957	934	911
3140	3150		1097	1075	1052	1029	1006	983	960	937	914

3150	3160		1101	1078	1055	1032	1010	987	964	941	918
3160	3170		1105	1082	1059	1036	1013	990	968	945	922
3170	3180		1108	1086	1063	1040	1017	994	971	948	925
3180	3190		1112	1089	1066	1043	1021	998	975	952	929
3190	3200		1116	1093	1070	1047	1024	1001	978	956	933
3200	3210		1119	1096	1074	1051	1028	1005	982	959	936
3210	3220		1123	1100	1077	1054	1031	1009	986	963	940
3220	3230		1127	1104	1081	1058	1035	1012	989	966	944
3230	3240		1130	1107	1085	1062	1039	1016	993	970	947
3240	3250		1134	1111	1088	1065	1042	1020	997	974	951
3250	3260		1138	1115	1092	1069	1046	1023	1000	977	955
3260	3270		1141	1118	1095	1073	1050	1027	1004	981	958
3270	3280		1145	1122	1099	1076	1053	1030	1008	985	962
3280	3290		1149	1126	1103	1080	1057	1034	1011	988	965
3290	3300		1152	1129	1106	1084	1061	1038	1015	992	969
3300	3310		1156	1133	1110	1087	1064	1041	1019	996	973
3310	3320		1159	1137	1114	1091	1068	1045	1022	999	976
3320	3330		1163	1140	1117	1094	1072	1049	1026	1003	980
3330	3340		1167	1144	1121	1098	1075	1052	1029	1007	984
3340	3350		1170	1147	1125	1102	1079	1056	1033	1010	987
3350	3360		1174	1151	1128	1105	1083	1060	1037	1014	991
3360	3370		1178	1155	1132	1109	1086	1063	1040	1018	995
3370	3380		1181	1158	1136	1113	1090	1067	1044	1021	998
3380	3390		1185	1162	1139	1116	1093	1071	1048	1025	1002
3390	3400		1189	1166	1143	1120	1097	1074	1051	1028	1006
3400	3410		1192	1169	1146	1124	1101	1078	1055	1032	1009
3410	3420		1196	1173	1150	1127	1104	1082	1059	1036	1013
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3430	3440		1203	1180	1157	1135	1112	1089	1066	1043	1020
3440	3450		1207	1184	1161	1138	1115	1092	1070	1047	1024
3450	3460		1210	1188	1165	1142	1119	1096	1073	1050	1027
3460	3470		1214	1191	1168	1145	1123	1100	1077	1054	1031
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3480	3490		1221	1199	1176	1153	1130	1107	1084	1061	1038
3490	3500		1225	1202	1179	1156	1134	1111	1088	1065	1042
3500	3510		1229	1206	1183	1160	1137	1114	1091	1069	1046
3510	3520		1232	1209	1187	1164	1141	1118	1095	1072	1049
3520	3530		1236	1213	1190	1167	1144	1122	1099	1076	1053
3530	3540		1240	1217	1194	1171	1148	1125	1102	1079	1057
3540	3550		1243	1220	1198	1175	1152	1129	1106	1083	1060
3550	3560		1247	1224	1201	1178	1155	1133	1110	1087	1064
3560	3570		1251	1228	1205	1182	1159	1136	1113	1090	1068
3570	3580		1254	1231	1208	1186	1163	1140	1117	1094	1071
3580	3590		1258	1235	1212	1189	1166	1143	1121	1098	1075
3590	3600		1261	1239	1216	1193	1170	1147	1124	1101	1078

3600	3610		1265	1242	1219	1197	1174	1151	1128	1105	1082
3610	3620		1269	1246	1223	1200	1177	1154	1132	1109	1086
3620	3630		1272	1250	1227	1204	1181	1158	1135	1112	1089
3630	3640		1276	1253	1230	1207	1185	1162	1139	1116	1093
3640	3650		1280	1257	1234	1211	1188	1165	1142	1120	1097
3650	3660		1283	1260	1238	1215	1192	1169	1146	1123	1100
3660	3670		1287	1264	1241	1218	1196	1173	1150	1127	1104
3670	3680		1291	1268	1245	1222	1199	1176	1153	1131	1108
3680	3690		1294	1271	1249	1226	1203	1180	1157	1134	1111
3690	3700		1298	1275	1252	1229	1206	1184	1161	1138	1115
3700	3710		1303	1279	1256	1233	1210	1187	1164	1141	1119
3710	3720		1307	1282	1259	1237	1214	1191	1168	1145	1122
3720	3730		1311	1286	1263	1240	1217	1195	1172	1149	1126
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3740	3750		1319	1293	1270	1248	1225	1202	1179	1156	1133
3750	3760		1323	1297	1274	1251	1228	1205	1183	1160	1137
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3770	3780		1332	1305	1281	1258	1236	1213	1190	1167	1144
3780	3790		1336	1309	1285	1262	1239	1216	1193	1171	1148
3790	3800		1340	1313	1289	1266	1243	1220	1197	1174	1151
3800	3810		1344	1317	1292	1269	1247	1224	1201	1178	1155
3810	3820		1348	1321	1296	1273	1250	1227	1204	1182	1159
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3830	3840		1356	1330	1303	1280	1257	1235	1212	1189	1166
3840	3850		1361	1334	1307	1284	1261	1238	1215	1192	1170
3850	3860		1365	1338	1311	1288	1265	1242	1219	1196	1173
3860	3870		1369	1342	1316	1291	1269	1246	1223	1200	1177
3870	3880		1373	1347	1320	1295	1272	1249	1227	1204	1181
3880	3890		1378	1351	1324	1299	1276	1253	1230	1207	1185
3890	3900		1382	1355	1328	1303	1280	1257	1234	1211	1188
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3910	3920		1390	1364	1337	1310	1287	1264	1241	1219	1196
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3940	3950		1403	1376	1350	1323	1298	1276	1253	1230	1207
3950	3960		1407	1380	1354	1327	1302	1279	1256	1234	1211
3960	3970		1411	1385	1358	1331	1306	1283	1260	1237	1214
3970	3980		1416	1389	1362	1336	1310	1287	1264	1241	1218
3980	3990		1420	1393	1366	1340	1313	1291	1268	1245	1222
3990	4000		1424	1397	1371	1344	1317	1294	1271	1249	1226
4000	4010		1428	1402	1375	1348	1321	1298	1275	1252	1229
4010	4020		1433	1406	1379	1352	1326	1302	1279	1256	1233
4020	4030		1437	1410	1383	1357	1330	1305	1283	1260	1237
4030	4040		1441	1414	1388	1361	1334	1309	1286	1263	1241
4040	4050		1445	1419	1392	1365	1338	1313	1290	1267	1244

4050	4060		1450	1423	1396	1369	1343	1317	1294	1271	1248
4060	4070		1454	1427	1400	1374	1347	1320	1298	1275	1252
4070	4080		1458	1431	1405	1378	1351	1324	1301	1278	1256
4080	4090		1462	1436	1409	1382	1355	1329	1305	1282	1259
4090	4100		1466	1440	1413	1386	1360	1333	1309	1286	1263
4100	4110		1471	1444	1417	1391	1364	1337	1312	1290	1267
4110	4120		1475	1448	1422	1395	1368	1341	1316	1293	1270
4120	4130		1479	1452	1426	1399	1372	1346	1320	1297	1274
4130	4140		1483	1457	1430	1403	1377	1350	1324	1301	1278
4140	4150		1488	1461	1434	1407	1381	1354	1327	1305	1282
4150	4160		1492	1465	1438	1412	1385	1358	1332	1308	1285
4160	4170		1496	1469	1443	1416	1389	1363	1336	1312	1289
4170	4180		1500	1474	1447	1420	1393	1367	1340	1316	1293
4180	4190		1505	1478	1451	1424	1398	1371	1344	1319	1297
4190	4200		1509	1482	1455	1429	1402	1375	1349	1323	1300
4200	4210		1513	1486	1460	1433	1406	1379	1353	1327	1304
4210	4220		1517	1491	1464	1437	1410	1384	1357	1331	1308
4220	4230		1522	1495	1468	1441	1415	1388	1361	1334	1312
4230	4240		1526	1499	1472	1446	1419	1392	1365	1339	1315
4240	4250		1530	1503	1477	1450	1423	1396	1370	1343	1319
4250	4260		1534	1508	1481	1454	1427	1401	1374	1347	1323
4260	4270		1538	1512	1485	1458	1432	1405	1378	1351	1326
4270	4280		1543	1516	1489	1463	1436	1409	1382	1356	1330
4280	4290		1547	1520	1494	1467	1440	1413	1387	1360	1334
4290	4300		1551	1524	1498	1471	1444	1418	1391	1364	1338
4300	4310		1555	1529	1502	1475	1449	1422	1395	1368	1342
4310	4320		1560	1533	1506	1479	1453	1426	1399	1373	1346
4320	4330		1564	1537	1510	1484	1457	1430	1404	1377	1350
4330	4340		1568	1541	1515	1488	1461	1435	1408	1381	1354
4340	4350		1572	1546	1519	1492	1465	1439	1412	1385	1359
4350	4360		1577	1550	1523	1496	1470	1443	1416	1390	1363
4360	4370		1581	1554	1527	1501	1474	1447	1421	1394	1367
4370	4380		1585	1558	1532	1505	1478	1451	1425	1398	1371
4380	4390		1589	1563	1536	1509	1482	1456	1429	1402	1376
4390	4400		1594	1567	1540	1513	1487	1460	1433	1406	1380
4400	4410		1598	1571	1544	1518	1491	1464	1437	1411	1384
4410	4420		1602	1575	1549	1522	1495	1468	1442	1415	1388
4420	4430		1606	1580	1553	1526	1499	1473	1446	1419	1392
4430	4440		1610	1584	1557	1530	1504	1477	1450	1423	1397
4440	4450		1615	1588	1561	1535	1508	1481	1454	1428	1401
4450	4460		1619	1592	1566	1539	1512	1485	1459	1432	1405
4460	4470		1623	1596	1570	1543	1516	1490	1463	1436	1409
4470	4480		1627	1601	1574	1547	1521	1494	1467	1440	1414
4480	4490		1632	1605	1578	1551	1525	1498	1471	1445	1418
4490	4500		1636	1609	1582	1556	1529	1502	1476	1449	1422

4500	4510		1640	1613	1587	1560	1533	1507	1480	1453	1426
4510	4520		1644	1618	1591	1564	1537	1511	1484	1457	1431
4520	4530		1649	1622	1595	1568	1542	1515	1488	1462	1435
4530	4540		1653	1626	1599	1573	1546	1519	1492	1466	1439
4540	4550		1657	1630	1604	1577	1550	1523	1497	1470	1443
4550	4560		1661	1635	1608	1581	1554	1528	1501	1474	1448
4560	4570		1666	1639	1612	1585	1559	1532	1505	1478	1452
4570	4580		1670	1643	1616	1590	1563	1536	1509	1483	1456
4580	4590		1674	1647	1621	1594	1567	1540	1514	1487	1460
4590	4600		1678	1652	1625	1598	1571	1545	1518	1491	1464
4600	4610		1682	1656	1629	1602	1576	1549	1522	1495	1469
4610	4620		1687	1660	1633	1607	1580	1553	1526	1500	1473
4620	4630		1691	1664	1637	1611	1584	1557	1531	1504	1477
4630	4640		1695	1668	1642	1615	1588	1562	1535	1508	1481
4640	4650		1699	1673	1646	1619	1593	1566	1539	1512	1486
4650	4660		1704	1677	1650	1623	1597	1570	1543	1517	1490
4660	4670		1708	1681	1654	1628	1601	1574	1548	1521	1494
4670	4680		1712	1685	1659	1632	1605	1579	1552	1525	1498
4680	4690		1716	1690	1663	1636	1609	1583	1556	1529	1503
4690	4700		1721	1694	1667	1640	1614	1587	1560	1534	1507
4700	4710		1725	1698	1671	1645	1618	1591	1564	1538	1511
4710	4720		1729	1702	1676	1649	1622	1595	1569	1542	1515
4720	4730		1733	1707	1680	1653	1626	1600	1573	1546	1520
4730	4740		1738	1711	1684	1657	1631	1604	1577	1550	1524
4740	4750		1742	1715	1688	1662	1635	1608	1581	1555	1528
4750	4760		1746	1719	1693	1666	1639	1612	1586	1559	1532
4760	4770		1750	1724	1697	1670	1643	1617	1590	1563	1536
4770	4780		1754	1728	1701	1674	1648	1621	1594	1567	1541
4780	4790		1759	1732	1705	1679	1652	1625	1598	1572	1545
4790	4800		1763	1736	1709	1683	1656	1629	1603	1576	1549
4800	4810		1767	1740	1714	1687	1660	1634	1607	1580	1553
4810	4820		1771	1745	1718	1691	1665	1638	1611	1584	1558
4820	4830		1776	1749	1722	1695	1669	1642	1615	1589	1562
4830	4840		1780	1753	1726	1700	1673	1646	1620	1593	1566
4840	4850		1784	1757	1731	1704	1677	1651	1624	1597	1570
4850	4860		1788	1762	1735	1708	1681	1655	1628	1601	1575
4860	4870		1793	1766	1739	1712	1686	1659	1632	1606	1579
4870	4880		1797	1770	1743	1717	1690	1663	1636	1610	1583
4880	4890		1801	1774	1748	1721	1694	1667	1641	1614	1587
4890	4900		1805	1779	1752	1725	1698	1672	1645	1618	1592
4900	4910		1810	1783	1756	1729	1703	1676	1649	1622	1596
4910	4920		1814	1787	1760	1734	1707	1680	1653	1627	1600
4920	4930		1818	1791	1765	1738	1711	1684	1658	1631	1604
4930	4940		1822	1796	1769	1742	1715	1689	1662	1635	1608
4940	4950		1826	1800	1773	1746	1720	1693	1666	1639	1613

4950	4960		1831	1804	1777	1751	1724	1697	1670	1644	1617
4960	4970		1835	1808	1781	1755	1728	1701	1675	1648	1621
4970	4980		1839	1812	1786	1759	1732	1706	1679	1652	1625
4980	4990		1843	1817	1790	1763	1737	1710	1683	1656	1630
4990	5000		1848	1821	1794	1767	1741	1714	1687	1661	1634
5000	5010		1852	1825	1798	1772	1745	1718	1692	1665	1638
5010	5020		1856	1829	1803	1776	1749	1723	1696	1669	1642
5020	5030		1860	1834	1807	1780	1753	1727	1700	1673	1647
5030	5040		1865	1838	1811	1784	1758	1731	1704	1678	1651
5040	5050		1869	1842	1815	1789	1762	1735	1708	1682	1655
5050	5060		1873	1846	1820	1793	1766	1739	1713	1686	1659
5060	5070		1877	1851	1824	1797	1770	1744	1717	1690	1664
5070	5080		1882	1855	1828	1801	1775	1748	1721	1694	1668
5080	5090		1886	1859	1832	1806	1779	1752	1725	1699	1672
5090	5100		1890	1863	1837	1810	1783	1756	1730	1703	1676
5100	5110		1894	1867	1841	1814	1787	1761	1734	1707	1680
5110	5120		1898	1872	1845	1818	1792	1765	1738	1711	1685
5120	5130		1903	1876	1849	1823	1796	1769	1742	1716	1689
5130	5140		1907	1880	1853	1827	1800	1773	1747	1720	1693
5140	5150		1911	1884	1858	1831	1804	1778	1751	1724	1697
5150	5160		1915	1889	1862	1835	1809	1782	1755	1728	1702
5160	5170		1920	1893	1866	1839	1813	1786	1759	1733	1706
5170	5180		1924	1897	1870	1844	1817	1790	1764	1737	1710
5180	5190		1928	1901	1875	1848	1821	1794	1768	1741	1714
5190	5200		1932	1906	1879	1852	1825	1799	1772	1745	1719
5200	5210		1937	1910	1883	1856	1830	1803	1776	1750	1723
5210	5220		1941	1914	1887	1861	1834	1807	1780	1754	1727
5220	5230		1945	1918	1892	1865	1838	1811	1785	1758	1731
5230	5240		1949	1923	1896	1869	1842	1816	1789	1762	1736
5240	5250		1954	1927	1900	1873	1847	1820	1793	1766	1740
5250	5260		1958	1931	1904	1878	1851	1824	1797	1771	1744
5260	5270		1962	1935	1909	1882	1855	1828	1802	1775	1748
5270	5280		1966	1939	1913	1886	1859	1833	1806	1779	1752
5280	5290		1970	1944	1917	1890	1864	1837	1810	1783	1757
5290	5300		1975	1948	1921	1895	1868	1841	1814	1788	1761
5300	5310		1979	1952	1925	1899	1872	1845	1819	1792	1765
5310	5320		1983	1956	1930	1903	1876	1850	1823	1796	1769
5320	5330		1987	1961	1934	1907	1881	1854	1827	1800	1774
5330	5340		1992	1965	1938	1911	1885	1858	1831	1805	1778
5340	5350		1996	1969	1942	1916	1889	1862	1836	1809	1782
5350	5360		2000	1973	1947	1920	1893	1866	1840	1813	1786
5360	5370		2004	1978	1951	1924	1897	1871	1844	1817	1791
5370	5380		2009	1982	1955	1928	1902	1875	1848	1822	1795
5380	5390		2013	1986	1959	1933	1906	1879	1852	1826	1799
5390	5400		2017	1990	1964	1937	1910	1883	1857	1830	1803

5400	5410		2021	1995	1968	1941	1914	1888	1861	1834	1808
5410	5420		2026	1999	1972	1945	1919	1892	1865	1838	1812
5420	5430		2030	2003	1976	1950	1923	1896	1869	1843	1816
5430	5440		2034	2007	1981	1954	1927	1900	1874	1847	1820
5440	5450		2038	2011	1985	1958	1931	1905	1878	1851	1824
5450	5460		2042	2016	1989	1962	1936	1909	1882	1855	1829
5460	5470		2047	2020	1993	1967	1940	1913	1886	1860	1833
5470	5480		2051	2024	1997	1971	1944	1917	1891	1864	1837
5480	5490		2055	2028	2002	1975	1948	1922	1895	1868	1841
5490	5500		2059	2033	2006	1979	1953	1926	1899	1872	1846
5500	5510		2064	2037	2010	1983	1957	1930	1903	1877	1850
5510	5520		2068	2041	2014	1988	1961	1934	1908	1881	1854
5520	5530		2072	2045	2019	1992	1965	1938	1912	1885	1858
5530	5540		2076	2050	2023	1996	1969	1943	1916	1889	1863
5540	5550		2081	2054	2027	2000	1974	1947	1920	1894	1867
5550	5560		2085	2058	2031	2005	1978	1951	1924	1898	1871
5560	5570		2089	2062	2036	2009	1982	1955	1929	1902	1875
5570	5580		2093	2067	2040	2013	1986	1960	1933	1906	1879
5580	5590		2098	2071	2044	2017	1991	1964	1937	1910	1884
5590	5600		2102	2075	2048	2022	1995	1968	1941	1915	1888
5600	5610		2106	2079	2053	2026	1999	1972	1946	1919	1892
5610	5620		2110	2083	2057	2030	2003	1977	1950	1923	1896
5620	5630		2114	2088	2061	2034	2008	1981	1954	1927	1901
5630	5640		2119	2092	2065	2039	2012	1985	1958	1932	1905
5640	5650		2123	2096	2069	2043	2016	1989	1963	1936	1909
5650	5660		2127	2100	2074	2047	2020	1994	1967	1940	1913
5660	5670		2131	2105	2078	2051	2024	1998	1971	1944	1918
5670	5680		2136	2109	2082	2055	2029	2002	1975	1949	1922
5680	5690		2140	2113	2086	2060	2033	2006	1980	1953	1926
5690	5700		2144	2117	2091	2064	2037	2010	1984	1957	1930
5700	5710		2148	2122	2095	2068	2041	2015	1988	1961	1935
5710	5720		2153	2126	2099	2072	2046	2019	1992	1966	1939
5720	5730		2157	2130	2103	2077	2050	2023	1996	1970	1943
5730	5740		2161	2134	2108	2081	2054	2027	2001	1974	1947
5740	5750		2165	2139	2112	2085	2058	2032	2005	1978	1951
5750	5760		2169	2143	2116	2089	2063	2036	2009	1982	1956
5760	5770		2174	2147	2120	2094	2067	2040	2013	1987	1960
5770	5780		2178	2151	2125	2098	2071	2044	2018	1991	1964
5780	5790		2182	2155	2129	2102	2075	2049	2022	1995	1968
5790	5800		2186	2160	2133	2106	2080	2053	2026	1999	1973

COMMENTS ON THE USE OF THE COMBINED TAX TABLES
Appendix IX-H

Limitations of this Table - This table should not be used if either parent: (1) has income from non-wage income that is not subject to the same taxes as wages (such as alimony or Social Security disability - see Appendix IX-B), (2) claims mandatory retirement contributions, or (3) has a married marital status for tax withholding purposes.

Withholding Taxes vs. Year-End Tax Obligations - This table is based on withholding rates. It is meant to provide an estimate of how much after-tax income an individual has available to pay child support at the end of each week. Year-end tax obligations, adjustments, credits, and tax refunds (e.g., earned income credit, filing as head of household, personal deductions for children) are not considered in this table and may result in taxes that differ from the amount withheld by an employer. When applying the support guidelines, withholding taxes and/or net income should be adjusted based on year- end tax obligations after reviewing tax returns if such an adjustment would more accurately reflect net income available to either parent in future years.

Withholding Allowances - For assumptions regarding the number of withholding allowances permitted by an individual, see Appendix IX-B, Line 2a.

Self-Employed Persons - This table gives the withholding tax for employees who are paid wages for their services. It assumes that the employer is paying a portion of the Social Security and Medicare taxes for the employee (7.65%). To estimate the combined tax for self-employed persons earning no more than $2,279 per week ($118,500 per year), multiply gross taxable weekly income by 0.0765 and add the result to the table amount. For persons earning above $2,279 per week, multiply gross taxable weekly income by .0145 (Medicare), add $141 (FICA max), and add the sum to the table amount. IMPORTANT: Although this formula will provide an estimate of self-employment income taxes, a careful review of the most recent personal and business tax returns will provide a more accurate tax figure for self-employed persons. Also, see IRS Pubs 505 and SE and App. IX-B (Determining Income).

Non-Taxable Income - Some forms of income (e.g., Social Security, VA, Worker's Comp) are not subject to state or federal income tax. Such income is added to taxable income after combined withholding taxes are deducted. Do not combine non-taxable income with gross taxable income when using these tables. (See Appendix IX-B - Determining Income).

Alimony Income - Alimony received is subject to federal and state income tax, but not FICA or Medicare tax. If the combined tax tables are used for gross income that includes alimony, deduct the FICA/Medicare tax for the amount of the alimony (0.0765) from the combined withholding tax.

Social Security Tax (FICA) - This table gives the correct amount of combined withholding tax only if wages for income tax and Social Security are the same. The Social Security tax withholding rate for wage earners is 0.062. The maximum amount of FICA tax for one year ($7,347/year or $141/week) is averaged into the table for income ranges above

$118,500. Refer to IRS Publication 15 for more information. Note that some forms of income are not subject to FICA and Medicare tax (interest income, rents, dealing in property). These forms of income should be excluded from gross income when estimating a parent's taxes. Also, self-employed persons must pay the full FICA/Medicare tax on 92.35% of their gross income (See IRS Form Schedule SE).

Medicare Tax – This table accounts for Medicare tax and "Additional Medicare Tax." The Medicare tax withholding rate for wage earners is 0.0145 for all incomes. In addition to the 1.45% Medicare tax, there is an Additional Medicare Tax of 0.9% applied to wages in excess of $200,000. The 0.9% Additional Medicare Tax also applies to self-employed persons (there is no employer share of Additional Medicare Tax).

Federal Income Tax - This table includes federal income tax withholding rates as published by the IRS (see Publication 15 (Circular E) For use in 2015, revised December 22, 2014). To determine the amount of federal income tax for incomes greater than those shown in this table, refer to these IRS Publications.

New Jersey Income Tax - This table includes tax withholding rates published by the NJ Division of Taxation (see NJ-WT, effective January 2012). To determine New Jersey withholding tax for incomes greater than those shown on this table, refer to Publication NJ-WT and New Withholding Rate tables.

Note: Appendix IX-H amended [April 21, 2015] July 27, 2015 to be effective [May 1, 2015] September 1, 2015.

New Jersey Rules of Court

Appendix XXVI

GUIDELINES FOR THE COMPENSATION OF MEDIATORS SERVING IN THE CIVIL AND FAMILY ECONOMIC PROGRAMS

These guidelines apply to the compensation that may be charged by all mediators serving in the Statewide Mediation Program for Civil, General Equity, and Probate cases, and, where applicable, to mediators serving in the Family Economic Mediation Program.

1. . . . no change.

2. Time Spent Before Initial Mediation Session: At the beginning of the initial mediation session, the mediator shall disclose to the parties in writing on a form prescribed by the Administrative Director of the Courts the amount of preparation time the mediator has spent to that point on the case. If the amount of preparation time by the mediator exceeds one hour and if the mediator intends to charge the parties for that additional preparation time beyond the one free hour in accordance with Guideline [14] 15 should they agree to continue with mediation on a paying basis, then the mediator in that written disclosure must so advise the parties prior to commencing the initial mediation session. Any such charged additional preparation time will be billed by the mediator at the mediator's market rate as set forth on the court's Mediation Roster.

3. . . . no change.

4. Mediation Involving Mentoring: Mediators who are being mentored may not charge for their time spent involved in the mediation. It is the obligation of the mentor mediator to inform the litigants that the second mediator is not permitted to charge for the mediation.

[4.] 5. Non-Roster Mediators: If the parties select a mediator who is not on the court's rosters, that mediator may negotiate a fee and need not provide the first two hours of service free.

[5.] 6. Cost of Organizational Conference Call: The out-of-pocket cost of the organizational conference call shall be shared equally by the parties, unless expenses have been waived or reallocated in accordance with Guideline [9] 10 below.

[6.] 7. Non-Party Participation: If a non-party is invited to participate in the mediation, which participation must be agreed to by the parties and the mediator, the mediator shall obtain the participating non-party's written consent as to confidentiality and any other matters requested by the parties, as facilitated by the mediator.

[7.] 8. Continuing the Mediation: At the beginning of the initial in-person mediation session, the mediator shall disclose to the parties in writing on a form prescribed by the Administrative Director of the Courts the specific time at which the free mediation will conclude. That written disclosure shall advise the parties that any mediation continued beyond that time will be billed by the mediator at the mediator's market rate as set forth on the court's Mediation Roster. At the expiration of the free first two hours as previously defined, including at least a one hour in-person mediation session, any party may elect not to continue with the mediation, which decision must be immediately communicated orally or in writing to the mediator and all parties. In such situation, despite the fact that one or more parties have opted out of mediation, mediation can continue as to those parties desiring to continue to the extent that the mediation can be meaningful without participation by the party or parties that opted out. Only those parties who continue with the mediation beyond the free hours shall be responsible for payment of the mediator's fee and expenses, as set forth in Guideline [9] 10.

[8.] 9. Newly Added Parties: The free first two hours are not extended by reason of the addition of a new party to the case. If a new party enters the case after the expiration of the two

free hours, that party may agree to participate in the mediation on the same terms as the rest of the parties on a fee-sharing basis.

[9.] 10. Allocation of Mediation Fees and Expenses: The parties in interest who participate in mediation beyond the "free hours" component shall share the costs and fees of the mediator (a) equally, (b) as determined by the mediator, or (c) as otherwise agreed, subject to an application to the court for an equitable reallocation of the fees. The mediator shall waive the share of the fee allocable to an indigent party as defined in R. 1:13-2(a).

[10.] 11. Mediator's Expenses: Unless the parties otherwise agree in writing in advance following full disclosure, mediators may not charge for travel costs or time, use or rental of facilities, paralegal expenses, food, photocopying, postage, conference calls or other expenses. Note: The parties are responsible for the costs of the organizational conference call as provided in Guideline [5] 6 above.

[11.] 12. Failure to Appear or Cancel Timely: Parties who previously agreed to continue in mediation and were duly provided with notice of the mediation session but who failed to appear for the mediation session or who cancel the mediation session less than 24 hours in advance are nonetheless responsible for payment of their share of the mediator fees and expenses as allocated pursuant to Guideline [9] 10 above. In the event that a mediation session is canceled because of a party's nonappearance or untimely cancellation, the mediator still may charge a fee; such fee may either be agreed on by the parties in advance or, if not, it shall be the mediator's usual charge for one hour's service and shall be charged to the party who failed to appear or who cancelled untimely.

[12.] 13. Submission of Mediator's Bills: In the absence of other payment arrangements, mediators should bill the parties following each mediation session for which payment is due.

Generally, a mediation session should not begin unless the parties are current in their payments for previous sessions. Counsel have a responsibility to facilitate prompt payment of mediator fees.

[13.] 14. Location of Mediation Sessions: Mediators shall provide space for mediation sessions without charge, unless either the facilities will not accommodate the number of participants or appropriate multiple breakout rooms, or there are other special needs or circumstances. In such event, the parties will be responsible for appropriate facility arrangements for the mediation sessions. Unless the parties agree otherwise, mediation sessions shall be held in neutral facilities and not in the offices of an attorney representing one of the parties. The site of the mediation session shall be in the county of venue or in a contiguous county in reasonable proximity and not more than 40 miles to the parties or to the courthouse of venue, unless all parties consent otherwise.

[14.] 15. Pre-Mediation Submissions and Preparation: Mediators can limit the length of the parties' pre-mediation submissions. If a party exceeds the limitations, the mediator has the discretion not to consider any excess materials unless otherwise agreed between the mediator and parties. The amount of time that the mediator spends in pre-mediation preparation should be reasonable in light of the complexity of the issues and the amount at stake. In a complex case, if the parties agree that it is reasonable that preparation, initial administration and the organizational telephone conference should exceed one hour, they may agree to compensate the mediator for such time in excess of one hour before an in-person mediation session is held.

[15.] 16. Collection of Unpaid Mediator's Bill/Failure to Mediate In Accordance with Order: If a mediator has not been timely paid or a mediator and/or a party has incurred unnecessary costs or expenses because of the failure of a party and/or counsel to participate in

the mediation process in accordance with the Order of Referral to Mediation, the mediator and/or party may bring an action to compel payment in the Special Civil Part of the county in which the underlying case was filed.

Note: Appendix XXVI adopted July 27, 2006 to be effective September 1, 2006; Guideline 15 amended June 15, 2007 to be effective September 1, 2007; caption and introductory text amended, and Guidelines 2, 4, 9, 12, and 15 amended July 16, 2009 to be effective September 1, 2009; Guidelines 1, 2, 4 (including caption), 7, 10, 12 and 15 amended July 21, 2011 to be effective September 1, 2011; Guideline 2 amended, new Guideline 4 caption and text adopted, former Guideline 4 redesignated as Guideline 5, former Guideline 5 amended and redesignated as Guideline 6, former Guideline 6 redesignated as Guideline 7, former Guideline 7 amended and redesignated as Guideline 8, former Guideline 8 redesignated as Guideline 9, former Guideline 9 amended and redesignated as Guideline 10, former Guideline 10 amended and redesignated as Guideline 11, former Guideline 11 amended and redesignated as Guideline 12, former Guideline 12 redesignated as Guideline 13, former Guideline 13 redesignated as Guideline 14, former Guideline 14 redesignated as Guideline 15, and former Guideline 15 redesignated as Guideline 16, July 27, 2015 to be effective September 1, 2015.

Appendix XXIX-A [new]

Note: Adopted July 20, 2015 to be effective September 1, 2015.

The following questionnaire shall be reviewed and executed by each party to a Family Part matter prior to execution of an Agreement or Consent Order submitting their family law matter dispute to arbitration/alternate dispute resolution.

ARBITRATION/ALTERNATE DISPUTE RESOLUTION

QUESTIONNAIRE FORM

1. Have you read the arbitration/alternate dispute resolution agreement?	Yes ☐ No ☐
2. Do you understand all of the terms of the arbitration/alternate dispute resolution agreement?	Yes ☐ No ☐
3. Do you understand that you have the right to a trial in the Superior Court of New Jersey in which a judge would render a decision, and that by entering into the arbitration/alternate dispute resolution agreement, you are waiving your right to a trial?	Yes ☐ No ☐
4. Do you understand by agreeing to arbitration/alternate dispute resolution that you are also waiving your right to appeal to the Appellate Division except in limited circumstances?	Yes ☐ No ☐
5. Do you understand that decisions rendered by the arbitrator/umpire cannot be challenged, vacated, amended or changed except in limited circumstances as may be set forth in the arbitration/alternate dispute resolution agreement?	Yes ☐ No ☐
6. Have you had ample time to reflect upon and consider the implications of your decision to arbitrate/resolve this case, rather than presenting it to a judge of the Superior Court of New Jersey?	Yes ☐ No ☐
7. Have you entered into the arbitration/alternate dispute resolution agreement freely and voluntarily without coercion or duress being exercised upon you?	Yes ☐ No ☐
8. Are you under the influence of any substances, such as drugs, medication or alcohol that may affect your ability to understand or voluntarily consent to the arbitration/alternate dispute resolution agreement?	Yes ☐ No ☐
9. Have you had sufficient time to have all of your questions answered by your attorney (if you have one) and if you are not represented by an attorney are you waiving your right to have an	Yes ☐ No ☐

attorney answer any questions you may have regarding the arbitration/alternate dispute resolution agreement?	
10. Do you agree to be bound by the arbitration/alternate dispute resolution agreement?	Yes ☐ No ☐
Please answer the following questions only if child support, custody and/or parenting time is an issue:	
11. Do you understand that an award pertaining to child support, custody or parenting time can be vacated if either you or the other party can establish that it threatens or poses a risk of harm to the child(ren)?	Yes ☐ No ☐
12. Do you understand that you will not be able to challenge, vacate, modify, or amend the arbitrator/umpire's award solely because you think the best interests of your child(ren) are better served by a different decision or because you disagree with it?	Yes ☐ No ☐
13. Do you understand that all documentary evidence and a record of testimony presented during the arbitration/alternate dispute resolution proceeding pertaining to the custody and parenting time of your child(ren) must be maintained and kept?	Yes ☐ No ☐
14. Do you understand that you may need to hire a court stenographer, for which you and/or the other party will bear the cost, to transcribe the proceeding or that the arbitrator will have to create a detailed record for review through some other agreed upon methodology?	Yes ☐ No ☐

I certify that I have read each and every question in this questionnaire. I certify that the foregoing answers made by me are true. I understand that if the foregoing answers made by me are willfully false, I am subject to punishment.

_____
(name)

_____

Appendix XXIX-B [new]

Note: Adopted July 27, 2015 to be effective September 1, 2015.

Introductory Note:

The Supreme Court of New Jersey endorses the use of arbitration and other alternative dispute resolution processes for the resolution of disputes.

Parties and their counsel may use this form to develop an arbitration agreement or consent order for the arbitration of certain family law disputes under the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1 et seq., (UAA) and R. 5:1-5(a) of the Rules of Court.

The parties may agree to arbitrate certain family law disputes even if there is no pending family law proceeding in the Superior Court of New Jersey, Family Part.

The provisions of this form are acceptable to establish an enforceable arbitration agreement under the UAA.

This form should not be used for proceedings under the Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A: 23A-1 et seq., (APDRA) because that act has substantial procedural differences from the UAA. A sample APDRA agreement is in Appendix C.

Parties should understand that adding certain clauses may increase the time and cost of arbitration. For example, electing to strictly apply the Rules of Evidence, permitting full discovery under the Rules of Court, requiring a full verbatim transcript of the proceeding where not required by case law, or requiring full findings of fact and conclusions of law where not required by case law, can and likely will significantly increase the duration and costs of arbitration.

The explanatory notes in this form note that:

- Certain provisions are required to assure the enforceability of the arbitration agreement. (See paragraphs 1, 2, and 4.)

- Certain provisions are required in any arbitration agreement for family law disputes involving children, including custody, parenting time or child support issues. (See paragraphs 1, 14, 16 and 17.)

- Certain details of the arbitration process should be agreed upon to avoid later disputes. (See paragraphs 6, 7, 9, 11, 15, 18, 19, 20, 22, and 29)

The remaining provisions are offered for consideration by the parties and their counsel in planning the arbitration proceeding.

AGREEMENT TO ARBITRATE
PURSUANT TO THE UNIFORM ARBITRATION ACT, N.J.S.A. 2A: 23B-1 *et seq.*

WHEREAS, the parties, fully aware of their rights to have their case heard by the Superior Court of New Jersey, Family Part, or to have their issues in dispute resolved in arbitration, have agreed to arbitrate pursuant to the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1 *et seq*., (UAA).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

Knowing Waiver of Certain Rights, Consent to Arbitrate, Scope of Arbitration, Entry of Judgment on the Arbitration Award

1. The parties acknowledge and agree to the following:

(A) The parties understand their entitlement to a judicial adjudication of their dispute and are willing to waive that right;

(B) The parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;

(C) The parties have had sufficient time to consider the implications of their decision to arbitrate; and

(D) The parties have entered into this arbitration agreement freely and voluntarily, after due consideration of the consequences of doing so.

Explanatory Note:

Paragraph 1 contains the language required by Fawzy v. Fawzy, 199 N.J. 456 (2009). It assures that parties to an arbitration agreement involving family law disputes, including custody, parenting time or child support issues, freely and voluntarily agree to arbitrate those disputes.

2. The parties agree to arbitrate certain disputes as provided in this agreement as follows:

☐ (A) All issues that could be raised and adjudicated in the Superior Court of New Jersey, Family Part, including *pendente lite* issues, except those excluded from arbitration by R. 5:1-5(a) shall be subject to the jurisdiction of and determination by the arbitrator pursuant to the terms and procedures of this agreement.

☐ (B) The parties exclude from arbitration the following issues: (list issues or state "none") _____.

☐ (C) The parties elect to arbitrate the following issues: (list issues)

_____.

The arbitrator shall determine whether an issue or dispute is within the scope of the arbitrator's jurisdiction.

Explanatory Note:

The parties are required to state what issues they agree to arbitrate.

Paragraph 2(A) offers the parties the option of a broad scope of issues to be arbitrated.

Paragraph 2(B) is to be used if the parties desire to exclude certain specified issues from arbitration. For example, some issues may be addressed in a separate mediation process or by the court after the disposition of the arbitration.

Paragraph 2(C) may be used to designate specific issues that the parties agree to arbitrate. For example, some issues already may be settled and the arbitration will be limited to the remaining issues.

3. The parties agree that the provisions of this agreement govern the arbitration proceeding if there is a conflict between the UAA and this agreement but only if the conflicting provisions of the UAA may be waived.

Explanatory Note:

The parties may change some provisions of the UAA, and may not change others. See N.J.S.A. 2A: 23B-4(c). Paragraph 3 confirms the parties' intent to change only those provisions of the statute that may be changed.

4. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Explanatory Note:

Paragraph 4 is to assure that the arbitration award is enforceable.

5. Neither party shall have the right or power to expand, narrow, amend or revoke this agreement without the consent, in writing, of the other party.

Explanatory Note:

Paragraph 5 is to make clear to the parties the irrevocability of their agreement to arbitrate.

Appointment of Arbitrator; Location of the Arbitration

6. The parties appoint (names(s)) _____ as the arbitrator(s). If the parties appoint more than one arbitrator, the word "arbitrator" in this agreement shall refer to the panel. The arbitrator has made full disclosures as required by the UAA as detailed in Rider A to this agreement. The parties have made full disclosure of any known facts that a reasonable person would consider likely to affect the impartiality of the arbitrator. The parties waive any objections to the service of the arbitrator.

Explanatory Note:

Disclosures by both the arbitrator and the parties are necessary to assure there is no later objection to the arbitrator based on information known to anyone at the time the arbitrator is selected.

If the parties do not name an arbitrator, or a panel of arbitrators, or do not agree on a process for selecting an arbitrator, the court will need to be involved to appoint an arbitrator under the UAA, N.J.S.A. 2A: 23B-11. The appointment of a panel of arbitrators will increase the cost and likely extend the duration of the arbitration proceeding.

7. The arbitrator's compensation and other expenses of the arbitration proceeding shall be borne by the parties as follows:

☐ (A) Equally;

☐ (B) In the following proportion: (state percentages borne by each party)

_____.

8. In any interim or final award, the arbitrator ☐ (A) may ☐ (B) may not reallocate the parties' percentage contribution to the arbitrator's compensation and other expenses of the arbitration proceeding.

9. Unless otherwise agreed, ordered, or awarded, the parties shall be responsible for paying their own attorney's fees and expenses.

10. In any interim or final award, the arbitrator ☐ (A) may ☐ (B) may not award reasonable attorney's fees and other reasonable expenses of arbitration.

Explanatory Note:

Parties should agree on certain details of the arbitration process, such as the allocation of the responsibility for arbitrator compensation, including the source of payment, to avoid later disputes about those details.

Paragraphs 8 and 10 confirm what the statute provides (N.J.S.A. 2A: 23B-21(b) and (d)) and offer the parties the option to bar the arbitrator from reallocating arbitrator compensation and other expenses or from awarding attorney's fees and costs.

11. The arbitration shall be conducted at (designate place) _____, or such other location as the parties agree or as selected by the arbitrator.

Explanatory Note:

Parties should agree on certain details of the arbitration process to avoid later disputes about those details.

12. The parties confirm the following role or roles for the arbitrator:

☐ (A) The arbitrator has not served, and shall not serve, in another capacity in the matter being arbitrated. In particular, the arbitrator has not served, and shall not serve in the dual capacity as mediator, settlement facilitator, parenting coordinator, or *guardian ad litem*; or

☐ (B) The parties shall participate in a mediation process before or during the arbitration proceeding with an independent mediator who is not serving, and shall not serve, as arbitrator for the parties; or

☐ (C) The parties may jointly ask the arbitrator at any time during the course of the arbitration proceeding to serve also as a settlement facilitator, during which time the arbitrator shall meet with the parties and their representatives all together, at the same time, and discuss with them various options for resolution of their disputes.

☐ (D) The parties may jointly ask the arbitrator at any time during the course of the arbitration proceeding to serve also as a mediator, during which time the arbitrator may meet with the parties and their representatives all together, at the same time, or in caucus, or in any other manner that a mediator would employ, and discuss with them various options for resolution of their disputes. By electing this option, paragraph 12(D), the parties also incorporate by reference all of paragraph 13 below.

Explanatory Note:

Paragraphs 12(A), (B) and (C) define the role the parties expect of the arbitrator. Each of these paragraphs is intended to avoid the problem that arises if, during the course of the arbitration proceeding, the parties ask the arbitrator to assist in settlement discussions as mediator and the arbitrator conducts private meetings with one party and then the other. While that is permissible, it would not then be permissible for the arbitrator, after unsuccessfully mediating the disputes, to resume the role of arbitrator and to decide disputed issues unless the parties have elected paragraph 12 (D).

Otherwise, such dual roles may result in arbitration awards being vacated and the parties being required to start the arbitration process again before a new arbitrator.

Paragraph 13 is required if the parties elect paragraph 12(D) above where the arbitrator will serve in the dual roles of arbitrator and mediator at any time and in any order during the process. It makes clear the risks inherent in having an arbitrator assume the role of mediator and then resume the role of arbitrator. Failure to object to the mediator resuming the role of arbitrator is deemed a waiver of the right to object.

Further, the dual role of arbitrator and guardian ad litem is not permitted. Fawzy v. Fawzy, 199 N.J. 456 (2009).

13. The parties acknowledge that the law does not favor an arbitrator also serving in the role of mediator in the same proceeding unless the parties are advised of the benefits and risks and expressly agree in writing to such a process. The parties have been advised of the holding in Minkowitz v. Israeli, 433 N.J. Super. 111 (App. Div. 2013). That case addressed some of the issues that arise when one person acts in the dual capacities of arbitrator and

mediator and concluded that dual roles are to be avoided unless the parties consent in writing. Issues include:

(a) The mediator meets separately with the parties and their counsel and learns information that in mediation is both confidential and privileged and that the mediator is required under section 7 of the Uniform Mediation Act, N.J.S.A. 2A: 23C-7, (UMA) not to disclose to the other party without the consent of the disclosing party;

(b) If the arbitrator is required by the parties to disclose such confidential and privileged information to the other party, the willingness of the parties to engage in a meaningful exchange of private confidential information during the mediation process is likely to be compromised, thereby making the mediation process itself less likely to be effective in resolving the disputes because successful mediation depends on confidentiality;

(c) The party to whom the arbitrator is required to disclose such confidential and privileged information can never be completely sure that he/she received a complete and accurate report of the information conveyed between the other party and the arbitrator during the confidential mediation process;

(d) Such confidential and privileged information is inadmissible in another proceeding (see UMA, N.J.S.A. 2A: 23C-4(c) and 7(c)), including the proceeding before the arbitrator;

(e) Such inadmissible, confidential and privileged information is likely to influence the decision of the arbitrator if the mediation is unsuccessful and the arbitrator is then called on to decide the disputed issues;

(f) These issues can lead to grounds for vacating an arbitration award and would require the parties to engage in a second arbitration before a different arbitrator.

Notwithstanding these issues, the parties have been advised that they may consent in writing to the arbitrator acting as mediator and then resuming the role of arbitrator. The parties intend this agreement to constitute such consent in writing.

Therefore, each party hereby consents to the arbitrator acting as a mediator for any issues (or only for certain issues) identified in writing by the parties.

Each of the parties waives all claims of confidentiality and privilege under the UMA and the common law for all communications, including private *ex parte* and otherwise confidential and privileged communications that the parties may have with the arbitrator while the arbitrator is serving as mediator.

The parties instruct the arbitrator to waive the mediator privilege under the UMA. Upon beginning or resuming the arbitration, the parties consent to and instruct the arbitrator to disclose fully and completely to the other party all otherwise confidential and privileged communications that the parties had with the arbitrator while the arbitrator was serving as mediator.

The parties waive any objection to the arbitrator considering as admissible evidence any confidential or privileged information received from the other party. Upon beginning or resuming the arbitration, the parties shall require the arbitrator to put all confidential and privileged information on the record, insofar as the issues in the proceeding relate to custody and parenting time.

The arbitrator may also serve as mediator at any time during the proceeding in any order and may thereafter resume the role of arbitrator, free of any objection from either party.

The parties acknowledge that the arbitrator is not exceeding the arbitrator's authority by acting as mediator and then resuming the role of arbitrator.

If a party proceeds with the next arbitration hearing without an objection to the arbitrator resuming the role of arbitrator, the party will be held to have waived any right to object.

Explanatory Note:

Paragraph 13 is optional unless the parties selected paragraph 12(D), in which case paragraph 13 is required. It makes clear the risks inherent in having an arbitrator assume the role of mediator and then resume the role of arbitrator. Failure to object to the mediator resuming the role of arbitrator is deemed a waiver of the right to object.

Required Record Keeping

14. In any arbitration proceeding involving custody or parenting time issues, the parties shall have a record made of the arbitration proceeding as to those issues. Such record shall include: (i) a record of all documentary evidence; and (ii) all testimony shall be recorded verbatim. A record of testimony may be made by one of the following: (i) certified shorthand reporter; (ii) electronic recording; or (iii) audio or video recording. Absent agreement of the parties, the arbitrator shall decide the proper allocation of the costs of the record.

15. In any arbitration proceeding that does not involve custody or parenting time issues, the parties:

☐ (A) Shall not require a record to be kept of the arbitration proceeding; or

☐ (B) Shall require a record to be kept of the arbitration proceeding relating to certain issues as follows: (list issues) _____; or

☐ (C) Shall require a record to be kept of the entire arbitration proceeding.

Explanatory Note:

The parties may choose whether or not to have a record made of the arbitration proceeding as noted in the optional parts (A), (B) and (C) of paragraph 15. The parties may consider having a verbatim record made in all child support cases in which a deviation from the guidelines is sought to assure that the court may properly review the arbitrator's award. Requiring

a formal record to be kept, depending on the nature of the record, may increase the cost of the arbitration.

16. All documentary evidence introduced at the hearing shall be maintained by the arbitrator until the issuance of the award and the parties shall either keep a copy of all such evidence or obtain the evidence from the arbitrator after issuance of the award and retain it until the expiration of the time for the filing of any appeal from an order or judgment confirming, vacating or modifying the award, or from the expiration of the time to apply for an order or judgment to vacate or modify the award.

Explanatory Note:

Paragraphs 14 and 16 are required in any arbitration agreement involving custody or parenting time issues. This assures that the court may properly review any resulting arbitration award if there is an appropriate objection to it. See, Fawzy v. Fawzy, 199 N.J. 456 (2009).

Required Findings; Form of Award

17. In any proceeding involving custody, parenting time or child support issues, the parties shall require the arbitrator to make findings of fact and conclusions of law with respect to child-custody, parenting-time, or child support issues. As to those issues, the arbitrator shall state in writing or otherwise record findings of fact and conclusions of law with a focus on the best-interests standard.

Explanatory Note:

Paragraph 17 is required in any arbitration agreement in which issues involving children, including custody, parenting time or child support issues, will be addressed. This assures that the court may properly review any resulting arbitration award if there is an appropriate objection to it. See, Fawzy v. Fawzy, 199 N.J. 456 (2009).

18. In any arbitration proceeding that does not involve custody, parenting time or child support issues, the parties:

☐ (A) Shall require the arbitrator to prepare an award stating no reasons; or

☐ (B) Shall require the arbitrator to prepare an award briefly stating the reasons for the decision of the arbitrator; or

☐ (C) Shall require the arbitrator to prepare an award stating findings of fact and conclusions of law.

Explanatory Note:

Absent agreement of the parties or requirements under the law, the arbitrator will decide the form of the award. If the parties desire an explanation of the award because of the particular issues involved, they may select option (B). If the parties want to expand the scope of judicial review under N.J.S.A. 2A: 23B – 4(c), they should consider selecting option (C). However, if the parties decide to ask the arbitrator to state the reasons for the award or to make findings of fact and conclusions of law, it may increase the cost of the arbitration.

Law to Be Applied

19. This agreement shall be interpreted according to the laws of the State of New Jersey.

Explanatory Note:

Paragraph 19 gives guidance to the arbitrator about what rules of construction are to be used in interpreting the agreement (i.e., New Jersey law).

20. In all cases involving custody, parenting time, or child support issues, the arbitrator shall be bound to apply the substantive laws and remedies of the State of New Jersey. All other issues in this arbitration shall be determined by:

☐ (A) The substantive laws and remedies of the State of New Jersey or the State of (identify governing law) _____ which the arbitrator shall be bound to apply; or

☐ (B) The substantive law of the State of New Jersey or the State of (identify governing law) _____, but the arbitrator may award such remedies as the arbitrator considers just and appropriate under the circumstances. The fact that such a remedy could not or would not be granted by the court is not a ground for refusing to confirm an award or for vacating an award.

Explanatory Note:

Paragraph 20 gives guidance as to which law to apply to the particular issues in dispute. The parties may require the arbitrator to be bound to apply the substantive law and remedies as stated in Paragraph 20(A). Alternatively, Paragraph 20 (B) allows the parties to select the substantive law and grant the arbitrator broad discretion in fashioning remedies that may be outside of the remedies available under the substantive law. For example, the parties may ask the arbitrator to award a lump sum of alimony.

See also paragraph 10, offering the parties the option to limit the arbitrator's authority to reallocate or award attorney's fees and expenses.

21. The arbitration shall be conducted pursuant to rules of procedure as determined in the discretion of the arbitrator, consistent with this agreement and the applicable statute.

Explanatory Note:

Paragraph 21 confirms what the statute provides under N.J.S.A. 2A: 23B-15. The parties remain free to choose another set of procedural rules to govern the arbitration process.

Confidentiality

22. Except as may be required by law, the parties and the arbitrator shall keep the existence, content (including all testimony and documentary evidence presented) and the results of the arbitration proceeding confidential. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration under this agreement without the prior written consent of the parties.

Explanatory Note:

The arbitrator must keep confidential the arbitrator's knowledge of the arbitration proceeding. However, the parties are not required to keep anything about the arbitration proceeding confidential unless they agree to do so. An important reason some parties agree to arbitrate is to maintain certain information as confidential and this optional paragraph 22 provides that.

Discovery and Rules of Evidence

23. The parties agree that the following discovery procedures shall apply to the arbitration proceeding:

☐ (A) Such discovery as the arbitrator determines appropriate under the UAA; or

☐ (B) Discovery conducted in accordance with the New Jersey Rules of Court; or

☐ (C) Limited discovery as follows: (specify the agreed discovery) _____; or

☐ (D) No discovery.

Explanatory Note:

The parties have various options ranging from full discovery under the Rules of Court to no discovery at all.

The parties may choose paragraph 23(A), which confirms that the scope of discovery is left to the discretion of the arbitrator as provided under N.J.S.A. 2A: 23B-17.

The parties may also choose to do expansive discovery such as that under the New Jersey Rules of Court as provided in paragraph 23(B). However, one of the advantages of arbitration is the limited and expedited scope of discovery. Choosing paragraph 23(B) will substantially increase the cost of the arbitration proceeding, and may not be necessary to a full and fair presentation of the issues to the arbitrator.

The parties may choose paragraph 23(C) to specify what discovery is needed (e.g., disclosure of closely-held business records).

The parties may choose paragraph 23(D) for no discovery if the issue to be arbitrated is one where no discovery is necessary and all information to be presented to the arbitrator is already in the hands of the parties or if the parties choose to save legal costs of formal discovery requests and responses by agreeing to work cooperatively to exchange necessary information.

24. The parties agree that the following shall govern the admissibility of evidence in the arbitration proceeding:

☐ (A) Such evidence shall be admitted in the discretion of the arbitrator pursuant to the UAA; or

☐ (B) The New Jersey Rules of Evidence shall apply; or

☐ (C) The (specify source of other rules) _____ Rules of Evidence shall apply.

Notwithstanding the foregoing, all statutes and common law rules relating to privilege shall remain in effect.

Explanatory Note:

The parties may choose paragraph 24(A), which confirms that absent agreement of the parties, the admissibility of evidence is left to the discretion of the arbitrator, who is not bound to apply any rules of evidence. N.J.S.A. 2A: 23B-15(a).

The parties may choose paragraphs (B) or (C) to designate particular rules of evidence. However, applying any rules of evidence may require the services of a lawyer as the arbitrator, whereas an accountant or social services professional may be the more suitable selection as arbitrator, depending on the issues to be arbitrated. Also, applying rules of evidence in the arbitration hearing may increase the time and expense of the arbitration hearing.

Arbitration Proceedings and Witnesses/Experts

25. The arbitrator may hold conferences with the parties. The arbitrator may require the attendance of any person as a witness and the production of any book or written instrument or document. The fees for the attendance of the witness shall be those allowed witnesses in a civil action. Subpoenas shall issue in the name of and be signed by the arbitrator, and shall be directed to the person therein named and served in accordance with R. 1:9-3 of the Rules of Court. Parties may enforce subpoenas as provided by the UAA.

Explanatory Note:

Paragraph 25 confirms what the statute provides. N.J.S.A. 2A: 23B-15(a) and 17(g).

26. If the arbitrator is of the opinion that evidence by impartial expert(s) would be of assistance, the arbitrator may direct that expert evidence be obtained. The fees and expenses of

expert witnesses shall be paid by the parties as directed by the arbitrator. The parties remain free to retain their own experts to challenge the report(s) of the impartial expert(s) and to cross-examine the impartial expert(s).

Explanatory Note:

Paragraph 26 assures that the arbitrator may direct that expert evidence be obtained and confirms the right of the parties to retain their own expert(s) and to cross-examine the impartial expert(s).

***Pendente Lite* (Interim) Relief**

27. Any determination reached before a final award shall be considered *pendente lite* (interim) relief.

28. Any party may seek *pendente lite* (interim) relief from the arbitrator, to the same extent as such relief could be requested in the Superior Court of New Jersey, Family Part. Any party may request that the ruling be incorporated into an award. Any party may then ask the court to confirm, enforce, modify, correct, or vacate the award in accordance with R. 5:3-8(a) or (b).

29. The arbitration proceeding shall not be abated, stayed or delayed by the court's review or enforcement of a *pendente lite* (interim) award unless the arbitrator or the court so determines.

Explanatory Note:

Paragraph 28 confirms what the statute provides. N.J.S.A. 2A: 23B-18.

Paragraph 29 provides that a motion/application to the court to address a pendente lite (interim) award does not affect the ongoing arbitration proceeding on other issues.

Final Determination

30. An award shall be made within (state number) ____ days following the close of evidence or submission of summations, whichever is later. The arbitrator, with the consent of the parties, may extend the time for making the award.

Explanatory Note:

Paragraph 30 is desirable to assure a timely completion of the award by the arbitrator. A 30-day time limit, or slightly longer, is typical.

Post-Award Review, Modification or Correction of the Arbitration Award by the Arbitrator

31. On application to the arbitrator by a party to the arbitration proceeding, the arbitrator may modify or correct the award:

(1) If there was an evident mathematical miscalculation or an evident mistake in the description of a person, thing, or property referred to in the award;

(2) If the award is imperfect in a matter of form not affecting the merits of the decision on the claims submitted; or

(3) If the arbitrator has not made a final and definite award upon a claim submitted by the parties to the arbitration proceeding; or

(4) To clarify the award.

Explanatory Note:

Paragraph 31 confirms what the statute provides. N.J.S.A. 2A: 23B-20 and 24 (a)(1) and (3). The parties may include this paragraph in their agreement if the parties want to incorporate, for reference, the standards for when an arbitrator may be asked to review the award but they may not vary these four standards governing the arbitrator's review. N.J.S.A. 2A: 23B-4(c).

32. An application shall be made and notice given to all parties within 20 days after the aggrieved party receives notice of the award. Objection to the application and notice to all parties shall be made within 10 days of receipt of the application. Any reply shall be made and notice given to all parties within 7 days. The arbitrator shall render a decision within 30 days following receipt of the reply or the time for filing an objection or a reply has expired, whichever first occurs.

Explanatory Note:

Paragraph 32 confirms what the statute provides about the timing of an application to the arbitrator and the opposition. N.J.S.A. 2A: 23B-20. This paragraph further provides for the option of a reply.

33. There shall be no further jurisdiction of the arbitrator to consider any further applications of the parties, absent written consent of the parties to expand the scope of the arbitration.

Explanatory Note:

Paragraph 33 confirms that the arbitrator's authority ends completely upon the issuance of a final award and the expiration of the short time within which to seek modification or clarification of the award from the arbitrator. However, the parties, in writing, may expand the scope of the arbitrator's jurisdiction. Such expansion may include agreement that the arbitrator may continue to exercise jurisdiction over issues beyond those addressed in the final award.

34. The parties agree that the arbitrator has jurisdiction after the issuance of any award in order to be able to reconsider the award based upon mistake of fact or mistake of law or any factor set forth in R. 4:49-2 or R. 4:50-1 of the Rules of Court. Any reconsideration application under this paragraph shall be made and notice given to all parties within 20 days of receipt of the award. Objection to the reconsideration application and notice to all parties shall be made within 10 days of receipt of the application. Any reply shall be made and notice given

to all parties within 7 days. The arbitrator shall render a decision within 30 days following receipt of the reply or the time for filing an objection or a reply has expired, whichever first occurs.

Explanatory Note:

Paragraph 34 expands the arbitrator's jurisdiction beyond that in paragraph 31 and allows a short, 20-day continuation of the jurisdiction of the arbitrator in order to hear applications to change the award on various grounds beyond the limited grounds described in the statute. Continuing the jurisdiction of the arbitrator may increase the cost of the arbitration process.

Confirmation of the Arbitration Award

35. After a party to the arbitration proceeding receives notice of an award, the party may apply under R. 5:3-8 to the Superior Court or New Jersey, Family Part for an order confirming the award. The court shall issue a confirming order unless the arbitration award is modified, corrected or vacated.

Explanatory Note:

Paragraph 35 confirms what the statute provides. N.J.S.A. 2A: 23B-22. The procedure for confirming the award may not be changed by the parties. N.J.S.A. 2A: 23B-4(c).

Modification or Correction of the Arbitration Award by the Court

36. On motion/application to the court by a party to the arbitration proceeding within 120 days after the party receives notice of the award or of a modified or corrected award, the court shall modify or correct the award if:

(1) There was an evident mathematical miscalculation or an evident mistake in the description of a person, thing or property referred to in the award;

(2) The arbitrator made an award on a claim not submitted to the arbitrator and the award may be corrected without affecting the merits of the decision upon the claims submitted; or

(3) The award is imperfect in a matter of form not affecting the merits of the decision on the claims submitted.

If the motion/application is granted, the court shall modify or correct and confirm the award as modified or corrected, unless a motion/application to vacate the award is pending.

Explanatory Note:

Paragraph 36 confirms what the statute provides. N.J.S.A. 2A: 23B-24. The parties may include this paragraph in their agreement if the parties want to incorporate, for reference, the standards for when a court may be asked to modify or correct the award but they may not vary these three standards governing the court's review. N.J.S.A. 2A: 23B-4(c).

Vacating an Arbitration Award

37. A party to the arbitration proceeding may apply to the court to vacate the award within 120 days after receiving notice of the award or the modified or corrected award, unless the aggrieved party alleges that the award was procured by corruption, fraud or other undue means, in which case the application to the court shall be made within 120 days after the ground is known or by the exercise of reasonable care would have been known by the aggrieved party. Upon filing of such application, the court shall vacate an award made in the arbitration proceeding if:

(1) The award was procured by corruption, fraud, or other undue means;

(2) The court finds evident partiality by an arbitrator, corruption by an arbitrator, or misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding;

(3) The arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing in a manner so as to substantially prejudice the rights of a party to the arbitration proceeding;

(4) The arbitrator exceeded the arbitrator's powers;

(5) There was no agreement to arbitrate, unless the person participated in the arbitration proceeding without raising the objection not later than the beginning of the arbitration hearing;

(6) The arbitration was conducted without proper notice of the initiation of the arbitration so as to substantially prejudice the rights of a party to the arbitration proceeding;

(7) The award, pertaining to the issues of custody, parenting time or child support:

a. Does not contain detailed findings of fact and conclusions of law; or

b. Is not in compliance with the provisions of R. 5:1-5 of the Rules of Court; or

c. There is evidential support that establishes a *prima facie* claim of harm to the child.

Explanatory Note:

Paragraph 37 confirms what the statute provides. N.J.S.A. 2A: 23B-23.

Part 7 of Paragraph 37 includes the standards for the court to use to review an award involving issues affecting children, including custody, parenting time and child support. These provisions are consistent with provisions required in an arbitration agreement involving such issues (see paragraphs 14, 16, and 17 above.)

The parties may include this paragraph in their agreement if the parties want to reference the standards for when a court may be asked to vacate the award but they may not vary these standards. N.J.S.A. 2A: 23B-4(c).

However, the parties may expand the scope of judicial review under that section of the UAA. See sample paragraph 38 below.

Expanding the Scope of Judicial Review

38. The parties agree to expand the scope of review by the Superior Court of New Jersey, Family Part under the UAA to require the court to review any award on the following standards:

☐ (A) Errors of law; or

☐ (B) Substantial evidence; or

☐ (C) Abuse of discretion; or

☐ (D) Such other standard as the parties may agree: (state a standard of review) _____.

Explanatory Note:

N.J.S.A. 2A: 23B-4(c) provides the parties the option of expanding the scope of judicial review of an arbitration award according to standards they define. Based on such an agreement, the court may modify, correct or vacate the award using the agreed standard. However, such review may require that a record be made of all testimony in order to permit such review by the court, and that may substantially increase the cost of the arbitration and adversely affect the finality of the arbitration award. Expanding the scope of judicial review can also adversely impact the confidentiality of the arbitration proceeding itself because of the need to file the record of the arbitration proceeding with the court. However, note that the parties may not confer jurisdiction on the Appellate Division to review errors of law or fact.

Other Review

39. The parties agree to permit an appeal of the final award to a panel of one or more private appellate arbitrators to be agreed upon by the parties or provided by a third party, such as the American Arbitration Association. Such appeal shall be filed within 30 days of receipt of the

final or corrected, modified award. The parties agree that the standard of review shall be as follows: (state a standard of review) _____. If an appeal is filed, the award shall not be deemed final for purposes of confirmation pending the appeal. The appellate panel may adopt the original award, modify the original award or substitute its own award. The decision of the appellate panel shall be final and binding and judgment may be entered by any court having jurisdiction thereof. The appellate panel shall consist of:

☐ (A) One arbitrator;

☐ (B) A panel of arbitrators; or

☐ (C) The following arbitrator(s): (name(s)) _____.

Explanatory Note:

Various third party arbitration provider organizations, including the American Arbitration Association, offer parties the option, under a set of appellate rules, to take an appeal to a panel of arbitrators of an arbitration award issued by another arbitrator. Parties may want to consider this option if they desire to have an appeal from an award rather than being limited to the statutory grounds for vacating an award but, for confidentiality reasons or otherwise, do not desire to provide for review by the court or expanded review by the court under paragraphs 37 and 38 above.

_____	_____
Attorney for Plaintiff	Plaintiff
_____	_____
Attorney for Defendant	Defendant
	_____
	Date

Appendix XXIX-C [new]

Note: Adopted July 27, 2015 to be effective September 1, 2015.

Introductory Note:

The Supreme Court of New Jersey endorses the use of arbitration and other alternative dispute resolution processes for the resolution of disputes.

Parties and their counsel may use this form to develop an agreement or consent order for the resolution of certain family law disputes in a proceeding under the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A: 23A-1 to 19, (APDRA) and R. 5:1-5(a) of the Rules of Court. (Please note that N.J.S.A. 2A:23A-20 to 30 do not apply.)

The parties may agree to an alternative procedure for the resolution of certain family law disputes even if there is no pending family law proceeding in the Superior Court of New Jersey, Family Part.

The provisions of this form are acceptable to establish an enforceable agreement under the APDRA.

This form should not be used for proceedings under the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1 et seq., (UAA) because that act has substantial procedural differences from the APDRA. A sample UAA agreement is in Appendix B.

Parties should understand that adding certain clauses may increase the time and cost of the proceeding. For example, electing to strictly apply the Rules of Evidence, permitting full discovery under the Rules of Court, requiring a full verbatim transcript of the proceeding where not required by case law, can, and likely will, significantly increase the duration and costs of the proceeding.

The explanatory notes in this form note that:

- Certain provisions are required to assure the enforceability of the agreement. (See paragraphs 1, 2 and 4.)

- Certain provisions are required in any agreement for an alternate proceeding for the resolution of family law disputes involving children, including custody, parenting time or child support issues. (See paragraphs 1, 14, 16 and 17.)

- Certain details of the process should be agreed upon to avoid later disputes. (See paragraphs 6, 7, 9, 11, 15, 18, 19, 20, 22 and 29.)

The remaining provisions are offered for consideration by the parties and their counsel in planning the alternate dispute resolution proceeding.

AGREEMENT TO RESOLVE DISPUTES PURSUANT TO THE NEW JERSEY ALTERNATIVE PROCEDURE FOR DISPUTE RESOLUTION ACT, N.J.S.A. 2A: 23A-1 *et seq.*

WHEREAS, the parties, fully aware of their rights to have their case heard by the Superior Court of New Jersey, Family Part, or to have their issues in dispute resolved in an alternative procedure, have agreed to resolve their disputes pursuant to the New Jersey Alternative Procedure for Dispute Resolution Act, N.J.S.A. 2A: 23A-1 *et seq*., (APDRA).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

Knowing Waiver of Certain Rights, Consent to Alternative Procedure, Scope of the Proceeding, Entry of Judgment on the Award

1. The parties acknowledge and agree to the following:

(A) The parties understand their entitlement to a judicial adjudication of their dispute and are willing to waive that right;

(B) The parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;

(C) The parties have had sufficient time to consider the implications of their decision to agree to the alternative procedure; and

(D) The parties have entered into this agreement freely and voluntarily, after due consideration of the consequences of doing so.

Explanatory Note:

Paragraph 1 contains the language required by Fawzy v. Fawzy, 199 N.J. 456 (2009). It assures that parties to an agreement for an alternative procedure for dispute resolution involving family law disputes, including

custody, parenting time or child support issues, freely and voluntarily agree to the alternative procedure for resolving those disputes.

2. The parties agree to submit certain disputes for resolution in a proceeding by an umpire under the APDRA as follows:

☐ (A) All issues that could be raised and adjudicated in the Superior Court of New Jersey, Family Part, except those excluded from such a proceeding by R. 5:1-5(a), including *pendente lite* issues, shall be subject to the jurisdiction of and determination by the umpire pursuant to the terms and procedures of this agreement. The umpire shall determine whether an issue or dispute is within the scope of the umpire's jurisdiction.

☐ (B) The parties exclude from the proceeding the following issues: (list issues or state "none") _____.

☐ (C) The parties elect to submit the following issues to the umpire for resolution: (list issues) _____.

The umpire shall determine whether an issue or dispute is within the scope of the umpire's jurisdiction.

Explanatory Note:

The parties are required to state what issues they agree to submit to the proceeding.

Paragraph 2(A) offers the parties the option of a broad scope of issues to be submitted.

Paragraph 2(B) is to be used if the parties desire to exclude certain specified issues from the proceeding. For example, some issues may be addressed in a separate mediation process or by the court after the disposition of the arbitration.

Paragraph 2(C) may be used to designate specific issues that the parties agree to submit to the proceeding. For example, some issues already may be settled and the proceeding will be limited to the remaining issues.

3. The parties agree that the provisions of this agreement govern the proceeding if there is a conflict between the APDRA and this agreement but only if the conflicting provisions of the APDRA may be waived.

Explanatory Note:

The parties may change some provisions of the APDRA, and may not change others. Paragraph 3 confirms the parties' intent to change only those provisions of the statute that may be changed.

4. Judgment on the award rendered by the umpire may be entered in any court having jurisdiction thereof.

Explanatory Note:

Paragraph 4 is to assure that the award is enforceable.

5. Neither party shall have the right or power to expand, narrow, amend or revoke this agreement without the consent in writing of the other party.

Explanatory Note:

Paragraph 5 is to make clear to the parties the irrevocability of their agreement.

Appointment of Umpire; Location of the Proceeding

6. The parties appoint (name(s)) _____ as the umpire. If the parties appoint more than one umpire, the word "umpire" in this agreement shall refer to the panel. The umpire has made full disclosures as required by the APDRA as detailed within Rider A to this agreement. The parties have made full disclosure of any known facts that a reasonable person would consider likely to affect the impartiality of the umpire. The parties waive any objections to the service of the umpire.

Explanatory Note:

Disclosures by both the umpire and the parties are necessary to assure there is no later objection to the umpire based on information known to anyone at the time the umpire is selected.

If the parties do not name an umpire, or a panel of umpires, or do not agree on a process for selecting an umpire, the court will need to be involved to appoint an umpire under the APDRA, N.J.S.A. 2A: 23A-9(a). The appointment of a panel of umpires will increase the cost and likely extend the duration of the proceeding.

7. The umpire's compensation and other expenses of the proceeding shall be borne by the parties as follows:

☐ (A) Equally;

☐ (B) In the following proportion: (state percentages borne by each party)

_____.

8. In any interim or final award, the umpire ☐ (A) may ☐ (B) may not reallocate the parties' percentage contribution to the umpire's compensation and other expenses of the proceeding.

9. Unless otherwise agreed, ordered, or awarded, the parties shall be responsible for paying their own attorney's fees and expenses.

10. In any interim or final award, the umpire ☐ (A) may ☐ (B) may not award reasonable attorney's fees and other reasonable expenses of the proceeding.

Explanatory Note:

Parties should agree on certain details of the process, such as the allocation of the responsibility for umpire compensation, including the source of payment, to avoid later disputes about those details.

Paragraphs 8 and 10 confirm what the statute provides (N.J.S.A. 2A: 23A-17 and 23) and offers the parties the option to bar the umpire from reallocating umpire compensation and other expenses or from awarding attorney's fees and costs.

11. The proceeding shall be conducted at (designate place) _____, or such other location as the parties agree or as selected by the umpire.

Explanatory Note:

Parties should agree on certain details of the process to avoid later disputes about those details.

12. The parties confirm the following role or roles for the umpire:

☐ (A) The umpire has not served, and shall not serve, in another capacity in the proceeding, in particular, the umpire has not served, and shall not serve in the dual capacity as mediator, settlement facilitator, parenting coordinator, or *guardian ad litem*; or

☐ (B) The parties shall participate in a mediation process before or during the proceeding with an independent mediator who is not serving, and shall not serve, as umpire for the parties; or

☐ (C) The parties may jointly ask the umpire at any time during the course of the proceeding to serve also as a settlement facilitator, during which time the umpire shall meet with the parties and their representatives all together, at the same time, and discuss with them various options for resolution of their disputes.

☐ (D) The parties may jointly ask the umpire at any time during the course of the proceeding to serve also as a mediator, during which time the umpire may meet with the parties and their representatives all together, at the same time, or in caucus or in any other manner that a mediator would employ, and discuss with them various options for resolution of their disputes. By electing this option, paragraph 12(D), the parties also incorporate by reference all of paragraph 13 below.

Explanatory Note:

> ***Paragraphs 12(A), (B) and (C) define the role the parties expect of the umpire. It is intended to avoid the problem that arises if, during the course of the proceeding, the parties ask the umpire to assist in settlement discussions as mediator and the umpire conducts private meetings with one party and then the other. While that is permissible, it would not then be permissible for the umpire, after unsuccessfully mediating the disputes, to resume the role of umpire and to decide disputed issues unless the parties have elected paragraph 12 (D) .***
>
> ***Otherwise, such dual roles may result in awards being vacated and the parties being required to start the process again before a new neutral.***
>
> ***Paragraph 13 is required if the parties elect paragraph 12(D) above where the umpire will serve in the dual roles of umpire and mediator at any time and in any order during the process. It makes clear the risks inherent in having an umpire assume the role of mediator and then resume the role of umpire. Failure to object to the mediator resuming the role of umpire is deemed a waiver of the right to object.***
>
> ***Further, the dual role of umpire and guardian ad litem is not permitted. See, Fawzy v. Fawzy, 199 N.J. 456 (2009).***

13. The parties acknowledge that the law does not favor an umpire also serving in the role of mediator in the same proceeding unless the parties are advised of the benefits and risks and expressly agree in writing to such a process. The parties have been advised of the holding in Minkowitz v. Israeli, 433 N.J. Super. 111 (App. Div. 2013). That case addressed some of the issues that arise when one person acts in the dual capacities of arbitrator (or umpire) and

mediator and concluded that dual roles are to be avoided unless the parties consent in writing. Issues include:

(a) The mediator meets separately with the parties and their counsel and learns information that in mediation is both confidential and privileged and that the mediator is required under section 7 of the Uniform Mediation Act, N.J.S.A. 2A: 23C-7, (UMA) not to disclose to the other party without the consent of the disclosing party;

(b) If the umpire is required by the parties to disclose such confidential and privileged information to the other party, the willingness of the parties to engage in a meaningful exchange of private confidential information during the mediation process is likely to be compromised, thereby making the mediation process itself less likely to be effective in resolving the disputes because successful mediation depends on confidentiality;

(c) The party to whom the umpire is required to disclose such confidential and privileged information can never be completely sure that they received a complete and accurate report of the information conveyed between the other party and the umpire during the confidential mediation process;

(d) Such confidential and privileged information is inadmissible in another proceeding (*see* UMA, N.J.S.A. 2A: 23C-4(c) and 7(c)), including the proceeding before the umpire;

(e) Such inadmissible, confidential and privileged information is likely to influence the decision of the umpire if the mediation is unsuccessful and the umpire is then called on to decide the disputed issues;

(f) These issues can lead to grounds for vacating an award and would require the parties to engage in a second proceeding before a different umpire.

Notwithstanding these issues, the parties have been advised that they may consent in writing to the umpire acting as mediator and then resuming the role of umpire. The parties intend this agreement to constitute such consent in writing.

Therefore, each party hereby consents to the umpire acting as a mediator for any issues (or only for certain issues) identified in writing by the parties.

Each of the parties waives all claims of confidentiality and privilege under the UMA and the common law for all communications, including private *ex parte* and otherwise confidential and privileged communications that the parties may have with the umpire while the umpire is serving as mediator.

The parties instruct the umpire to waive the mediator privilege under the UMA. Upon beginning or resuming the proceeding, the parties consent to and instruct the umpire to disclose fully and completely to the other party all otherwise confidential and privileged communications between the parties and the umpire while serving as mediator.

The parties waive any objection to the umpire considering as admissible evidence any confidential or privileged information received from the other party. Upon beginning or resuming the proceeding, the parties shall require the umpire to put all confidential and privileged information on the record, insofar as the issues in the proceeding relate to custody and parenting time.

The umpire may also serve as mediator at any time during the proceeding in any order and may thereafter resume the role of umpire, free of any objection from any party.

The parties acknowledge that the umpire is not exceeding the umpire's authority by acting as mediator and then resuming the role of umpire.

If a party proceeds with the next hearing in the proceeding without an objection to the umpire resuming the role of umpire, the party will be held to have waived any right to object.

Explanatory Note:

Paragraph 13 is optional unless the parties selected paragraph 12(D), in which case Paragraph 13 is required. It makes clear the risks inherent in having an umpire assume the role of mediator and then resume the role of umpire. Failure to object to the umpire resuming the role of umpire is deemed a waiver of the right to object.

Required Record Keeping

14. In any proceeding involving custody or parenting time issues, the parties shall have a record made of the proceeding as to those issues. Such record shall include: (i) a record of all documentary evidence; and (ii) all testimony shall be recorded verbatim. A record of testimony may be made by one of the following: (i) certified shorthand reporter; (ii) electronic recording; or (iii) audio or video recording. Absent agreement of the parties, the umpire shall decide the proper allocation of the costs of the record.

15. In any proceeding that does not involve custody or parenting time issues, the parties:

☐ (A) Shall not require a record to be kept of the proceeding; or

☐ (B) Shall require a record to be kept of the proceeding relating to certain issues as follows: (list issues) _____; or

☐ (C) Shall require a record to be kept of the entire proceeding.

Explanatory Note:

The parties may choose whether or not to have a record made of the proceeding as noted in the optional parts (A), (B) and (C) of paragraph 15. The parties may choose to have a verbatim record made in child support cases that deviate from the guidelines to assure that the court may properly review any resulting award if there is an appropriate objection to it.

Requiring a formal record to be kept, depending on the nature of the record, may increase the cost of the proceeding.

16. All documentary evidence introduced at the hearing shall be maintained by the umpire until the issuance of the award and the parties shall either keep a copy of all such evidence or obtain the evidence from the umpire after issuance of the award and retain it until the expiration of the time for the filing of any appeal from an order or judgment confirming, vacating or modifying the award, or from the expiration of the time to apply for an order or judgment to vacate or modify the award.

Explanatory Note:

Paragraphs 14 and 16 are required in any agreement in which issues involving children, including custody or parenting time, will be determined. This assures that the court may properly review any resulting award if there is an appropriate objection to it. See, Fawzy v. Fawzy, 199 N.J. 456 (2009).

Required Findings; Form of Award

17. In any proceeding involving custody, parenting time or child support issues, the parties shall require the umpire to make findings of fact and conclusions of law with respect to child-custody, parenting-time or child support issues. As to those issues, the umpire shall state in writing or otherwise record findings of fact and conclusions of law with a focus on the best-interests standard.

Explanatory Note:

Paragraph 17 is required in any agreement in which issues involving children, including custody, parenting time or child support, will be addressed. This assures that the court may properly review any resulting award if there is an appropriate objection to it. See, Fawzy v. Fawzy, 199 N.J. 456 (2009).

18. In any proceeding that does not involve custody, parenting time or child support issues, the parties shall require the umpire to prepare an award stating findings of fact and conclusions of law.

Explanatory Note:

Paragraph 18 confirms what the statute provides under N.J.S.A. 2A: 23A-12(a). It requires the umpire to make findings of fact and conclusions of law. A detailed award is needed under the APDRA since the APDRA permits a court to review an award for errors of fact or law committed by the umpire.

If the parties do not desire or need that level of review or that detailed an award, they should consider instead an agreement to arbitrate under the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1 et seq. (UAA). Under the UAA there is more limited court review and the parties may opt for a simple award or an award with a brief explanation of the arbitrator's reasons. This may reduce the cost of the proceeding. See UAA Arbitration Agreement form at Appendix B.

Law to Be Applied

19. This agreement shall be interpreted according to the laws of the State of New Jersey.

Explanatory Note:

Paragraph 19 gives guidance to the umpire about what rules of construction are to be used in interpreting the agreement (i.e., New Jersey law).

20. The issues in this proceeding shall be determined in accordance with applicable principles of substantive law of the State of New Jersey.

Explanatory Note

Paragraph 20 confirms what the statute provides, N.J.S.A. 2A: 23A-12(e).

21. The proceeding shall be conducted pursuant to rules of procedure as determined in the discretion of the umpire, consistent with this agreement and the applicable statute(s).

Explanatory Note:

Paragraph 21 confirms what the statute provides. See generally N.J.S.A. 2A: 23A-11. Note that parties remain free in their agreement to provide for whether there is to be a hearing, and for specific aspects of the conduct of the hearing including when and where a hearing is held. N.J.S.A. 2A: 23A-11(g) (1), (2) and (3).

Confidentiality

22. Except as may be required by law, the parties and the umpire shall keep the existence, content (including all testimony and documentary evidence presented) and the results of the proceeding confidential. Neither the parties nor the umpire may disclose the existence, content, or results of any proceeding under this agreement without the prior written consent of the parties.

Explanatory Note:

The umpire must keep confidential the umpire's knowledge of the proceeding. However, the parties are not required to keep anything about the proceeding confidential unless they agree to do so. An important reason some parties agree to such a proceeding is to maintain certain information confidential and this optional paragraph 22 provides that.

Discovery and Rules of Evidence

23. The parties agree that the following discovery procedures shall apply to the proceeding:

☐ (A) Depositions, inspection and copying of documents and interrogatories when authorized by leave of the umpire in accordance with the New Jersey Rules of Court; or

☐ (B) Limited discovery as follows: (specify agreed upon discovery) _____; or

☐ (C) No discovery.

Explanatory Note:

The APDRA provides for relatively broad discovery subject to extension of time to complete it or termination of it by the umpire, and the decision of the umpire is subject to summary review by the Superior Court when the umpire is shown to have exceeded the umpire's discretion, under N.J.S.A. 2A: 23A-10(a) and (b).

The parties may choose paragraph 23(A), which confirms that the scope of discovery is as provided under the APDRA.

Choosing to do expansive discovery such as that provided under the APDRA may substantially increase the cost of the proceeding, and may not be necessary to a full and fair presentation of the issues to the umpire.

The parties may choose paragraph 23(B) to specify what discovery is needed (e.g., disclosure of closely held business records).

The parties may choose paragraph 23(C) for no discovery if the issue to be resolved is one where no discovery is necessary and all information to be presented to the umpire is already in the hands of the parties or if the parties choose to save legal costs of formal discovery requests and responses by agreeing to work cooperatively to exchange necessary information.

24. The parties agree that the following shall govern the admissibility of evidence in the proceeding:

☐ (A) Such evidence shall be admitted in the discretion of the umpire pursuant to the APDRA; or

☐ (B) The New Jersey Rules of Evidence shall apply; or

☐ (C) The (specify source of other rules) _____ Rules of Evidence shall apply.

Notwithstanding the foregoing, all statutes and common law rules relating to privilege shall remain in effect.

Explanatory Note:

The parties may choose paragraph 24(A), which confirms that the admissibility of evidence is left to the discretion of the umpire, who is not bound to the statutory and common law rules of evidence. N.J.S.A. 2A: 23A-11(d).

The parties may choose paragraphs (B) or (C) to designate particular rules of evidence. However, applying any rules of evidence may require the services of a lawyer as the umpire, whereas an accountant or social services professional may be the more suitable selection as umpire, depending on the issues to be resolved. Also, applying rules of evidence in the hearing may increase the time and expense of the hearing.

Proceedings at the Hearing and Witnesses/Experts

25. The umpire may hold conferences with the parties. The umpire may require the attendance of any person as a witness and the production of any book or written instrument or document. The fees for the attendance of the witness shall be those allowed witnesses in a civil action. Subpoenas shall issue in the name of and be signed by the umpire, and shall be directed to the person therein named and served in accordance with R. 1:9-3 of the Rules of Court. Parties may enforce subpoenas as provided by the APDRA.

Explanatory Note:

Paragraph 25 confirms what the statute provides. N.J.S.A. 2A: 23A-11(b) and (c) and 24.

26. If the umpire is of the opinion that evidence by impartial experts would be of assistance, the umpire may direct that expert evidence be obtained. The fees and expenses of expert witnesses shall be paid by the parties as directed by the umpire. The parties remain free to retain their own experts to challenge the report of the impartial expert and to cross-examine the impartial expert.

Explanatory Note:

Paragraph 26 confirms what the statute provides. N.J.S.A. 2A: 23A-11(f). It also confirms the right of the parties to retain their own experts and to cross-examine the impartial experts.

***Pendente Lite* (Interim) Relief**

27. Any determination reached before a final award that is an intermediate ruling shall be considered *pendente lite* (interim) relief.

28. Any party may seek *pendente lite* (interim) relief from the umpire to the same extent as such relief could be requested in the Superior Court of New Jersey, Family Part. Any

party may then ask the court to confirm, enforce, modify, correct, or vacate the intermediate ruling in accordance with the APDRA, N.J.S.A. 2A: 23A-6(a) and R. 5:3-8(a) or (b).

29. The proceeding shall not be abated, stayed or delayed by the court's review or enforcement of a *pendente lite* (interim) award unless the umpire or the court so determines.

Explanatory Note:

Paragraph 28 confirms what the statute provides. N.J.S.A. 2A: 23A-6(a).

Paragraph 29 confirms what the statute provides. N.J.S.A. 2A: 23A-7(a) provides that a motion/application to the court to address a pendente lite (interim) award does not affect the ongoing proceeding on other issues.

Final Determination

30. An award shall be made within (state number) ____ days following the close of evidence or submission of summations, whichever is later. The umpire, with the consent of the parties, may extend the time for making the award.

Explanatory Note:

Paragraph 30 is desirable to assure a timely completion of the award. A 30-day time limit, or slightly longer, is typical.

Post-Award Review, Modification or Correction of the Award by the Umpire

31. On application to the umpire by a party to the proceeding, the umpire may modify or correct the award:

(1) If there was a miscalculation of figures or a mistake in the description of any person, thing or property referred to in the award;

(2) If the umpire has made an award based on a matter not submitted to the umpire and the award may be corrected without affecting the merits of the decision on the issues submitted;

(3) If the award is imperfect in a matter of form, not affecting the merits of the controversy; or

(4) If the rights of the party applying for the modification were prejudiced by the umpire erroneously applying law to the issues and facts presented for alternative resolution.

Explanatory Note:

Paragraph 31 confirms what the statute provides. N.J.S.A. 2A: 23A-12(d) and 13(e). The parties may include this paragraph in their agreement if the parties want to incorporate for reference the standards for when an umpire may be asked to review the award but they may not vary these four standards governing the umpire's review.

32. A written application to the umpire for modification or correction shall be made to the umpire and written notice given to all parties within 20 days after delivery of the award to the applicant. Written objection to modification must be served on the umpire and other parties to the proceeding within 10 days of receipt of the notice. Any reply shall be made and notice given to all parties within 7 days. The umpire shall dispose of any application, in writing, signed and acknowledged by the umpire, within 30 days after either the reply is made or the time for serving an objection or a reply has expired, whichever is earlier.

Explanatory Note:

Paragraph 32 confirms what the statute provides about the timing of an application to the umpire and the opposition. N.J.S.A. 2A: 23A-12(d). This paragraph further provides for the option of a reply.

33. There shall be no further jurisdiction of the umpire to consider any further applications of the parties, absent written consent of the parties to expand the scope of the proceeding.

Explanatory Note:

Paragraph 33 confirms that the umpire's authority ends completely upon the issuance of a final award and the expiration of the short time within which to seek modification or clarification of the award from the umpire. However, parties, in writing, may expand the scope of the umpire's jurisdiction. Such expansion may include agreement that the umpire may continue to exercise jurisdiction over issues beyond those addressed in the final award.

34. The parties agree that the umpire has jurisdiction after the issuance of any award in order to be able to reconsider the award based upon any factor set forth in R. 4:49-2 or R. 4:50-1 of the Rules of Court. Any reconsideration application under this paragraph shall be made and notice given to all parties within 20 days of receipt of the award. Objection to the reconsideration application and notice to all parties shall be made within 10 days of receipt of the application. Any reply shall be made and notice given to all parties within 7 days. The umpire shall render a decision within 30 days following receipt of the reply or the time for filing an objection or a reply has expired, whichever first occurs.

Explanatory Note:

Paragraph 34 expands the umpire's jurisdiction beyond that in paragraph 31 and allows a short, 20-day continuation of the jurisdiction of the umpire in order to hear applications to change the award on various grounds beyond the limited grounds described in the statute. Continuing the jurisdiction of the umpire may increase the cost of the process.

Confirmation of the Award

35. The court shall confirm an award upon application of a party made within one year after its delivery to the party, unless the award is vacated or modified as provided under the APDRA.

Explanatory Note:

Paragraph 35 confirms what the statute provides. N.J.S.A. 2A: 23A-12(f) and 14.

Modification of the Award by the Court

36. On motion/application to the court by a party to the proceeding within 45 days after the award is delivered to the applicant or within 30 days after receipt of an award modified by the umpire pursuant to paragraph 31 above and N.J.S.A. 2A: 23A-12(d) the court shall modify the award if:

(1) There was a miscalculation of figures or a mistake in the description of any person, thing or property referred to in the award;

(2) The umpire has made an award on a matter not submitted to the umpire and the award may be corrected without affecting the merits of the decision upon the issues submitted;

(3) The award is imperfect in a matter of form not affecting the merits of the controversy; or

(4) The rights of the party applying for the modification were prejudiced by the umpire erroneously applying law to the issues and facts presented for alternative resolution.

If the motion/application is granted, the court shall modify the award. A decision of the umpire on the facts shall be final if there is substantial evidence to support that decision. If it

appears to the court that the umpire committed prejudicial error in applying applicable law to the issues and facts presented, the court, after modifying the erroneous determination of the umpire, shall appropriately set forth the applicable law and arrive at an appropriate determination under the applicable facts determined by the umpire and then confirm the award as modified.

Explanatory Note:

Paragraph 36 confirms what the statute provides. N.J.S.A. 2A: 23A-13(b) and (e). The parties may include this paragraph in their agreement if the parties want to incorporate for reference the standards for when a court may be asked to modify the award, but they may not vary these standards governing the court's review.

Vacating an Award

37. A party to the proceeding may apply to the court to vacate the award within 45 days after the award is delivered to the party or within 30 days after receipt of an award modified by the umpire as provided in paragraphs 31 and 32 above and the provisions of the APDRA, N.J.S.A. 2A: 23A-12. Upon the filing of such application, the court shall vacate an award if the rights of the party were prejudiced by:

(1) Corruption, fraud or misconduct in procuring the award;

(2) Partiality of an umpire appointed as a neutral;

(3) In making the award, the umpire's exceeding the umpire's power or so imperfectly executing that power that a final and definite award was not made;

(4) Failure to follow the procedures set forth in the APDRA, unless the party applying to vacate the award continued with the proceeding with notice of the defect and without objection; or

(5) The umpire's committing prejudicial error by erroneously applying law to the issues and facts presented for alternative resolution;

(6) The award, pertaining to the issues of custody, parenting time or child support:

a. Does not contain detailed findings of fact and conclusions of law; or

b. Is not in compliance with the provisions of R. 5:1-5 of the Rules of Court; or

c. There is evidential support that establishes a *prima facie* claim of harm to the child.

A decision of the umpire on the facts shall be final if there is substantial evidence to support that decision. However, when the application to the court is to vacate the award pursuant to subparagraphs (1) through (4) above, the court shall make an independent determination of any relevant facts thereto *de novo*.

Explanatory Note:

Paragraph 37 confirms what the statute provides. N.J.S.A. 2A: 23A-13(b) and (c).

Part 6 of Paragraph 37 includes the standards for the court to use to review an award involving issues affecting children, including custody, parenting time and child support. These provisions are consistent with provisions required in an agreement involving such issues (see paragraphs 14, 16, and 17 above.)

The parties may include this paragraph in their agreement if the parties want to incorporate for reference the standards for when a court may be asked to vacate the award but they may not vary these standards.

Expanding the Scope of Judicial Review

38. The scope of judicial review is defined by the statute itself at N.J.S.A. 2A: 23A-5(b). The APDRA does not provide for expansion of the scope of judicial review.

Explanatory Note:

N.J.S.A. 2A:23A-5(b) provides that there shall be no review of any intermediate ruling or determination made by the umpire, except as

provided in the APDRA at N.J.S.A. 2A:23A-7. An appeal from a final award decision may be obtained only as provided in N.J.S.A. 2A:23A-13.

Other Review

39. The parties agree to permit an appeal of the final award to a panel of one or more private appellate umpires to be agreed upon by the parties or provided by a third party, such as the American Arbitration Association. Such appeal shall be filed within 30 days of receipt of the final or corrected, modified award. The parties agree that the standard of review shall be as follows: (state a standard of review) _____. If an appeal is filed, the award shall not be deemed final for purposes of confirmation pending the appeal. The appellate panel may adopt the original award, modify the original award or substitute its own award. The decision of the appellate panel shall be final and binding and judgment may be entered by any court having jurisdiction thereof. The appellate panel shall consist of:

☐ (A) One umpire (arbitrator);

☐ (B) A panel of umpires (arbitrators); or

☐ (C) The following umpires (arbitrator(s)): (name(s)) _____.

Explanatory Note:

Various third party alternate dispute resolution provider organizations, including the American Arbitration Association, offer parties the option under a set of appellate rules to take an appeal to a panel of arbitrators (umpires) of an award issued by another arbitrator (umpire.) Parties may want to consider this option if they desire to have an appeal from an award rather than being limited to the statutory grounds for vacating an award but, for confidentiality reasons or otherwise, do not desire to provide for review by the court under paragraph 37 above.

Attorney for Plaintiff	Plaintiff
Attorney for Defendant	Defendant

Date

Appendix XXIX-D [new]

Note: Adopted July 27, 2015 to be effective September 1, 2015.

The following disclosure shall be reviewed and executed by the arbitrator/umpire prior to execution of an Agreement or Consent Order submitting a family law matter dispute to arbitration/alternate dispute resolution.

ARBITRATOR/UMPIRE DISCLOSURE FORM

_____ **v.** _____

It is important that the parties have complete confidence in the arbitrator/umpire's impartiality. Therefore, any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social, or of any other kind must be disclosed. Any doubts should be resolved in favor of disclosure.

1. Do you have any financial or personal interest in the outcome of this arbitration/alternate dispute resolution proceeding?	Yes ☐ No ☐
2. Do you or your law firm presently represent any person in a proceeding involving any party to the arbitration/alternate dispute resolution proceeding?	Yes ☐ No ☐
3. Do you have any existing or past financial, business, professional, family or social relationships which are likely to affect your impartiality in this arbitration/alternate dispute resolution proceeding or which might reasonably create an appearance of partiality or bias?	Yes ☐ No ☐
4. Does your spouse, minor child(ren) residing in your household, your current employer, partner(s) or business associate(s) have any existing or past financial, business, professional, family or social relationships which are likely to affect your impartiality in this arbitration/alternate dispute resolution proceeding or which might reasonably create an appearance of partiality or bias?	Yes ☐ No ☐
5. Have you or your law firm represented any person against any party to the arbitration/alternate dispute resolution proceeding?	Yes ☐ No ☐
6. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?	Yes ☐ No ☐
7. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work?	Yes ☐ No ☐
8. Have you or your law firm had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?	Yes ☐ No ☐

9. Have you ever served as an arbitrator/umpire in a proceeding in which any of the identified witnesses or named individual parties gave testimony?	Yes ☐ No ☐
10. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this proceeding?	Yes ☐ No ☐
11. Have any of the party representatives, law firms or parties appeared before you in past arbitration/alternate dispute resolution proceedings?	Yes ☐ No ☐
12. Have you ever sued or been sued by either party or their representative?	Yes ☐ No ☐
13. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?	Yes ☐ No ☐

Should the answer to any question be "Yes," or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) on an attached page.

I understand that the duty to disclose is a continuing duty, which requires me to disclose at any stage of the arbitration, any such interests, or relationship that may arise, or which are recalled or discovered and my failure to do so may be grounds to vacate the award.

_____

(Arbitrator/Umpire)

Dated: _____