

ATTORNEY (Name, State Bar number, and address):		FOR COURT USE ONLY
TELEPHONE NO.:	FAX NO.:	
EMAIL ADDRESS:		
ATTORNEY FOR (name):		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b>		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY AND ZIP CODE:		
BRANCH NAME:		
PETITIONER/PLAINTIFF:		
RESPONDENT/DEFENDANT:		
<b>ORDER ON PETITION FOR RELIEF FROM FINANCIAL OBLIGATIONS DURING MILITARY SERVICE</b>		CASE NUMBER:

1. The application was duly considered

a.  at a hearing on (date): in Department: of the above-entitled court.

b. The following persons were present at the hearing:

(1)  Petitioner/Plaintiff (3)  Petitioner/Plaintiff's attorney (name):

(2)  Respondent/Defendant (4)  Respondent/Defendant's attorney (name):

(5)  No person appeared

## **THE COURT FINDS**

2.  Petitioner is or was an officer or enlisted member of the National Guard or a reservist of the United States military reserves and

  - a.  has been called or ordered into full-time active duty service in the state or federal armed services or reserves. (Mil. & Vet. Code, § 400.)
  - b.  is currently in full-time active duty service in the state or federal armed services or reserves. (Mil. & Vet. Code, § 400.)
  - c.  is within six months of having completed full-time active duty in the state or federal armed services. (Mil. & Vet. Code, §§ 400, 409.3(a).)
  - d.  none of the above apply to petitioner.

3. Petitioner's ability to pay to respondent a financial obligation or liability incurred before the effective date of the orders for petitioner's most current period of active duty (*check one*)  has  has not been materially affected by reason of petitioner's most current military service.

4.  Other findings (*if any*):

## **THE COURT ORDERS**

5.  The petition for relief is **denied**.

6.  The petition for relief is **granted** as follows (*check all relief granted*):

a.  Petitioner's obligation to pay respondent the financial obligation identified below is deferred (*identify financial obligation by creditor, loan number, property address, or other identifying information*):

(1)  The deferral of payments begins on (*date of beginning of active military service*):

PETITIONER/PLAINTIFF: RESPONDENT/DEFENDANT:	CASE NUMBER:
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6. a. (2)  The deferral of payments ends on (*date of release from active military service*):  
**If petitioner is released from active military service before this end date, petitioner must immediately notify respondent of the date of his or her release and must resume payments on the first day of the month following release.**
- b.  On *deferral of an obligation requiring installment payments*: The obligations of the loan identified above are deferred and the maturity date is to be extended by a period of time equal to the period in which petitioner is in active military service.  
 Other terms (*if any*):
- c.  On *deferral of an obligation not requiring installment payments*: The deferred obligation described above is to be paid as follows:  
(1)  In a lump sum at the end of the deferral period.  
(2)  Over a period of time equal to the period of active military service, in equal monthly payments, with interest accruing at \_\_\_\_\_ percent per year.  
(3)  Other terms (*if any*):
- d.  On *deferral of an obligation to pay income tax*: The obligation of petitioner to pay income tax is deferred until six months after the petitioner's release from active military service. (Mil & Vet. Code, § 409.6.)  
(1) Current expected release date is (*date*):  
(2) Deferral of payments ends on (*date*):  
**If petitioner is released from active military service before this end date, petitioner must immediately notify respondent of the date of his or her release and must resume payments on the first day of the month six months following release.**  
(3) No interest will accrue on the tax amounts during the deferral period, and no penalties will be imposed for nonpayment of taxes during that period.
- e. During the period of deferral, respondent may not exercise any remedies otherwise available for petitioner's failure to comply with the terms of the financial obligation. Respondent may not impose fines, penalties, or late charges and may not institute or continue proceedings to attach or foreclose on property securing the obligation.
7.  Other orders (*if any*):

Date: \_\_\_\_\_ JUDICIAL OFFICER