

RULES OF THE DISTRICT COURT EIGHTH JUDICIAL DISTRICT (EFFECTIVE DECEMBER 1, 1993)

Rule

LR8-001 (1990 Repl.)

EIGHTH JUDICIAL DISTRICT COURT
STATE OF NEW MEXICO

ADMINISTRATIVE ORDER NO. 92-1 MISC.

The court, being advised that changes are required in the local rules because:

1. The prior rescission of rules 1, 2, and 4 require renumbering for better continuity and clarity;
2. Rule 6 should now be rescinded;
3. There is now a caseload disparity which requires that both district judges would, from time to time, be designated trial judge in any county; and
4. Rules 13 and 14 are better understood consolidated as one rule with subsections, and there were typographical errors in those rules, requiring changes as follows:
 - (a) The form accompanying Rule 14 captioned "Interim Monthly Income and Expenses" should be captioned "Worksheet A - Interim Monthly Income and Expenses", and
 - (b) Paragraph (D) (2) of the instructions for completing Worksheet A of Rule 14 requires that the numeral "7" be substituted for the numeral "10".
5. A rule providing for mediation in domestic relations and civil cases should be added, and made a part of a broader rule on alternative dispute resolution.

NOW, THEREFORE, these redesignations and amendments in the court's local rules are hereby ordered:

1. Present Rule is designated as local rule LR8-101.

2. New local rule LR8-101 is amended by adding this subsection:

(d) The above notwithstanding, the presiding judge may, from time to time, designate either district judge as the judge of record in any case in any county, within the district, in order to best utilize both divisions in the event a disparity in caseload should arise. The designations under this subsection shall be done under a random system adopted by the presiding judge proportionate to the caseload disparity.

3. Local Rule 6 is rescinded.

4. Present Rule 5 is now local rule LR8-102.

5. Present Rule 7 is now local rule LR8-103.

6. Present Rule 8 is now local rule LR8-104.

7. Present Rule 9 is now local rule LR8-107A.

8. Present Rule 10 is now local rule LR8-105.

9. Present Rule 11 is now local rule LR8-106.

10. Present Rule 12 is now local rule LR8-107C.

11. Present Rules 13 and 14 are now "LR8-108. Automatic Temporary Domestic Orders", and contains the text designations as follows:

(a) Present Rule 13 is now local rule LR8-108A.

(b) Present Rule 14 and accompanying documents, up to but not including the language "Statement of Financial Condition" is now designated as local rule LR8-108B, Interim Allocation of Income and Expenses. LR8-108B is also amended by adding the phrase "Attachment A" before the caption of the document "Interim Monthly Income and Expenses", and by changing the numeral "10" to the numeral "7" in Paragraph (D)(2) of the Instructions for Worksheet A; and

(c) Present Rule 14 from the language "Statement of Financial Condition" is now designated as local rule LR8-108C.

12. Local Rule LR8-107B is added to provide for referral of civil cases to mediation, where appropriate.

DONE BY THE COURT this 5th day of November, 1992.

Presiding Judge

District Judge

LR8-002 (1990 Repl.)

EIGHTH JUDICIAL DISTRICT COURT
STATE OF NEW MEXICO

IN THE MATTER OF THE RULES
OF THE EIGHTH JUDICIAL DISTRICT COURT

ORDER

This matter having come before the Court on its own motion after having submitted local rule LR8-101 and new local rule LR8-107B to the Supreme Court District Court Civil Rules Committee on August 20, 1993 and revised local Rule LR8-101 to the District Court Criminal Rules Committee on August 27, 1993;

The Court has been advised that on August 20, 1993 the District Court Civil Rules Committee found no conflict between the amendment of LR8-101 and new rule LR8-107B and the Rules of Civil Procedure for the District Courts;

The Court has been further advised that on August 26, 1993 the District Court Criminal Rules Committee found no conflict between the amendment of LR8-101 and the Rules of Criminal Procedure for the District Courts;

The Court orders that local rule LR8-101 be and the same is hereby amended;

The Court further orders that the adoption of local rule LR8-107B be and the same is hereby approved;

It is further ordered that the above revisions to the local rules be effective for cases filed in the Eighth Judicial District Court on and after December 1, 1993;

It is further ordered that the amended local rules be transmitted to the Clerk of the Supreme Court for filing and to the New Mexico Compilation Commission for publication in accordance with Supreme Court rules.

DONE by the court this 11th day of September, 1993.
/s/ Joseph E. Caldwell
Chief Judge

/s/ Peggy J. Nelson

District Judge

LR8-101. Designation of trial judges in multi-judge district.

A. All cases theretofore filed in the district court of Taos County, New Mexico, and not at issue, and all cases filed thereafter, shall be deemed pending before and to be tried by the judge of division II of the Eighth Judicial District, State of New Mexico, specified in Section 34-6-11 NMSA 1978, as amended.

B. All cases theretofore filed in the district court of Colfax County, New Mexico, and not at issue, and all cases filed thereafter, shall be deemed pending before and to be tried by the judge of division I of the Eighth Judicial District, State of New Mexico, specified in Section 34-6-11 NMSA 1978, as amended.

C. All cases theretofore filed in the district court of Union County, New Mexico, and not at issue, and all cases filed thereafter, shall be deemed pending before and to be tried by the judge of division I of the Eighth Judicial District, State of New Mexico, specified in Section 34-6-11 NMSA 1978, as amended.

D. The above notwithstanding, the chief judge may, from time to time, designate either district judge as the judge of record in any case in any county, within the district, in order to best utilize both divisions in the event a disparity in caseload should arise. The designations under this paragraph shall be done under a random system adopted by the chief judge proportionate to the caseload disparity. [Effective January 1, 1979; as amended, December 1, 1993.]

LR8-102. Designation of trial judge following disqualification or recusal.

A. In any case pending before the district judge of division I of the Eighth Judicial District, State of New Mexico, when an affidavit of disqualification is filed by any party or the resident judge of said division shall file a written recusal, the case shall be automatically assigned for trial, without further order, to the district judge of division II of the Eighth Judicial District of the State of New Mexico.

B. In any case pending before the district judge of division II of the Eighth Judicial District, State of New Mexico, when an affidavit of disqualification is filed by any party or the resident judge of said division shall file a written recusal, the case shall be automatically assigned for trial, without further order, to the district judge of division I of the Eighth Judicial District of the State of New Mexico. [Effective October 1, 1981.]

LR8-103. Depositions.

The Eighth Judicial District Court, pursuant to Rule 1-030(F)(1) of the Rules of Civil Procedure for the District Courts, orders:

A. This rule shall apply to all cases with the exception of domestic relations cases; and shall apply to all depositions, whether upon oral examination or written questions, whether taken stenographically or by other means, with the exception of depositions taken at the instance of a person not represented by counsel.

B. Unless otherwise ordered by the court, depositions shall not be filed. The officer before whom the deposition was taken shall, after sealing the deposition as required by Rule 1-030(F)(1), promptly file with the clerk of the district court a certificate substantially as follows:

EIGHTH JUDICIAL DISTRICT

COUNTY OF _____

STATE OF NEW MEXICO

(Case Number)

(Caption)

I, _____, certify that on _____ the deposition of _____ was taken before me at the request of:

(Name of attorney)

(Attorney for) (list party, e.g., Plaintiff Jane Doe)

(Attorney's address and telephone number)

I further certify that copies of this certificate have been mailed or delivered to the following counsel and parties not represented by counsel appearing at the taking of the deposition.

(List name of each attorney and party appearing for, and list each party not represented by counsel.)

I further certify that the cost of the deposition to _____ was \$ _____ .

(Signature)

(Address and phone number)

C. For a period of thirty (30) days after filing the certificate with the clerk, the officer before whom the deposition was taken shall retain the deposition. After expiration of the thirty-day (30) period, the officer, unless otherwise ordered by the court, shall promptly mail or deliver the sealed envelope containing the deposition to the attorney at whose instance the deposition was taken. Pending further order of the court, the attorney shall retain the deposition and the sealed envelope shall not be opened.

D. The court may on its own motion or motion of any party order that the deposition be filed with the clerk. The motion shall set out the specific reasons why filing is sought and may be acted on ex parte by the court.

E. The obligation of the attorney retaining the deposition shall cease upon order of the court entered upon a finding that the case is concluded.

F. This rule may be applied retroactively upon order of the court.

LR8-104. Civil filing fees - consistent with Supreme Court Rule 1-099.

Supreme Court Rule 1-099. District Court Civil Filing Fees.

A. **Docket fee.** A filing fee shall be collected in civil matters in the amount prescribed by law for the docketing of any cause, whether original or reopened or by appeal or transfer from a court of limited jurisdiction. For purposes of this rule:

(1) "reopened case" means the filing of any request for judicial action sixty (60) days or more after the final disposition of the case;

(2) "judicial action" shall not include:

(a) any request for action by the court which may be performed by the clerk of the court pursuant to these rules even if further action may be required by the judge;

(b) the filing of a motion to correct a mistake in the judgment, order or record; or

(c) the filing of any pleading to enforce a child support order entered in a domestic relation proceeding.

(d) A surcharge of thirty dollars (\$30.00) is hereby taxed on any newly filed or reopened domestic relations case. For the purpose of this rule a "reopened case" is the filing of any request for judicial action sixty (60) days or more after the final disposition of the case, for any judicial action.

B. **Miscellaneous fees.** The miscellaneous district court civil filing fees are as follows:

taking an acknowledgement of one person and affixing seal	\$1.50
taking acknowledgments of additional persons at same time, each additional person	\$.75
single copy of records, per typewritten folio	\$.35
each additional copy of records ordered at same time, per typewritten folio	\$.35
copies of records reproduced by photographic process, per page	\$.35
certificate and seal authenticating any paper as true copy	\$1.50

LR8-105. Hearing officers.

Henceforth, the child support hearing officers designated under the joint powers agreement between the eighth, first and fourth judicial district courts are designated as hearing officers to hear any emergency or temporary relief domestic relations matter, including actions brought pursuant to the Family Violence Protection Act. Cases heard pursuant to this rule shall be conducted pursuant to the same procedures established for child support hearings.

LR8-106. Filing of FAX documents.

The court will accept for filing, as an original document, all electronically transmitted image (FAX) documents as follows:

A. Documents signed by an attorney or party in propria persona where no issue of the validity of signature is raised; and

B. In the case of affidavits, verifications, and other documents wherein the validity of signature may be at issue, the original signed document is received by the court for filing within three (3) days of the filing of the FAX document.

LR8-107. Alternative dispute resolution.

(Reserved.)

LR8-107A. Child custody and visitation mediation.

All domestic relations actions filed in the Eighth Judicial District Court, which involve a dispute over custody or visitation of minor children, shall be subject to mediation of the contested custody and visitation issues. [Effective, May 1, 1988.]

LR8-107B. Mediation in domestic relations and civil cases.

In any domestic relations or civil action, the court may in its discretion, upon the request of any party or upon the court's own motion, direct the attorneys for the parties and any unrepresented parties to appear before it for a conference or conferences prior to trial for the purposes of determining whether referral of the case to a mediator would advance disposition of the action. The court may, after consulting with the attorneys for the parties and any unrepresented parties, enter an order that addresses the following matters relative to mediation:

1. identity of the mediator;
2. location of the mediation;
3. the scope of the mediation;
4. compensation of the mediator;
5. timing of the mediation;
6. attendance at the mediation;
7. authority of the mediator;
8. sanctions for failure to appear or cooperate;
9. impact of the mediation procedure upon the continuance of discovery or other progress of the case;
10. confidentiality of the mediation process; and
11. such other matters as may aid in the resolution of the case by mediation.

[Effective December 1, 1993.]

LR8-107C. Eighth judicial district settlement week and settlement conference requirements.

A. **Policy.** It is the policy of the Eighth Judicial District to encourage early and fair resolutions of disputes among parties. Therefore, and in accordance with SCRA 1-016, the court

(1) may set aside one week each year which will be designated "Settlement Week" and devoted to conducting settlement conferences, and require the parties and their representatives to attend such conferences, and

(2) may at other times of the year require the parties and their representatives to attend settlement conferences.

B. **Settlement week dates.** Settlement week in the Eighth Judicial District generally will be held the last full week of September, for that entire week, unless otherwise ordered by the court.

C. **Cases to be considered for settlement conferences.** The following sections apply both to settlement conferences scheduled during settlement week and to conferences scheduled at other times of the year:

(1) **Cases which may be referred or submitted to settlement conference.** Generally, settlement conferences will be available and should be used in all cases except those in the following categories:

foreclosure without other issues;

replevin without other issues;

conservatorship;

guardianship;

adoption;

petitions pursuant to the Mental Health and Developmental Disabilities Code;

election;

appeals;

license suspension, revocation and restoration;

writs of certiorari;

writs of prohibition and mandamus;

cases in which a referral order to court-annexed arbitration has been entered;

cases submitted on stipulations and briefs criminal court cases;

children's court cases;

Without requirements of amending this section, the court by administrative order may revise the foregoing list to add or delete categories of cases. The list will be revised no more than one time each year, generally following settlement week.

(2) **Limitations.** The number of cases scheduled for settlement conferences shall necessarily be limited by the availability of settlement facilitators and time for settlement conferences.

D. Settlement conference procedures. The following sections apply both to settlement conferences scheduled during settlement week and to conferences scheduled at other times of the year:

(1) **Referral by the court.** The court, in its sole discretion, may refer cases to settlement conferences at any time whether or not the parties agree thereto.

(2) **Submission by a party.** Counsel and parties pro se may submit for settlement conference any case that they believe is ready for discussion and settlement. No special form shall be required to submit a case for settlement conference. However, submissions must be in writing; the person or entity submitting the case for settlement conference shall write a letter, directed to the assigned judge during settlement week proceedings or at any other time, setting forth the name of the case, the cause number, and the names, addresses and telephone numbers of all counsel and parties pro se. The submission may be done on an ex parte, confidential basis. Submission for settlement conference may be unilateral; an agreement by all parties to agree to try a settlement conference is not required. Further, submission to settlement conference may not be blocked by any party.

(3) **Notification of settlement conference.** In all cases, whether referred by the court or submitted by a party, the court will issue an order notifying the parties that a settlement conference is required and will do so in such a manner that the parties will not be able to determine whether the case was referred by the court or submitted by a party.

(4) **Choice of settlement facilitator.** For settlement conferences conducted as part of settlement week, or for settlement conferences at other times of the year, the court may choose the facilitator from the court's list or the parties by agreement may request any licensed attorney or other qualified person to act as the settlement facilitator. Whether

the facilitator is chosen by the court or by the parties, the court will confirm the choice in writing.

(5) **Payment to settlement facilitator.** Payment shall not be required for any settlement facilitator for any settlement conference conducted as part of settlement week. The court may order the parties to pay reasonable compensation to the facilitator for a settlement conference not conducted as part of settlement week. Judges shall not receive payment for acting as settlement facilitators.

(6) **Time and place for settlement conference.** The parties and settlement facilitator shall agree on the time and place for the settlement conference which may include weekends and evenings. Conferences scheduled as part of settlement week shall, to the extent possible within the schedules of all involved, be held during the week designated as settlement week. All settlement week scheduling conflicts which cannot be resolved by the settlement facilitator and parties and all other settlement conference scheduling conflicts shall be resolved by the assigned judge.

(7) **Attendance.** The attorneys who will be trying the case and each party or the party's representative having actual and realistic authority to compromise or settle the issues (including but not limited to insurance company representatives and guardians *ad litem*) shall attend the settlement conference in person and shall be present during the entire conference. Failure to attend the settlement conference or have present all necessary parties or their representatives with settlement authority will constitute grounds for the court to impose sanctions.

(8) **Settlement conference information sheet.** Prior to the settlement conference, each party to the settlement conference shall complete a "settlement conference information sheet". The completed form shall set forth all of the information necessary for an informed evaluation of the case. The settlement conference information sheets may be *ex parte* and shall be sent to the settlement facilitator and not filed with the court nor in any way made part of the court record.

LR8-108. Automatic temporary domestic orders.

(Reserved.)

LR8-108A. Temporary domestic order.

In actions for dissolution of marriage, or proceedings under Section 40-4-3 NMSA 1978, the following order shall control the proceedings during the pendency of the action, unless otherwise ordered by the court:

(1) Coincident with the filing of a petition, the clerk shall issue, along with the summons, a temporary domestic order (TDO), which shall be effective upon issuance and filing. The petitioner shall complete petitioner's portion of the standard form of the TDO affidavit related to income and expenses (LR8-Form B) which shall be served with the

TDO upon the respondent, along with the summons and petition. Counsel for petitioner shall provide a copy of the TDO and TDO affidavit to the petitioner at the time the petition is filed;

(2) Every petition filed with the court under this rule shall contain the following paragraph: "Petitioner understands pursuant to local rule LR8-108A that petitioner is bound by the TDO at the time the petition is filed, and petitioner has read and understands the contents of the TDO."

(3) The TDO shall be in effect upon petitioner at the time it is filed and upon the respondent when the TDO is served upon the respondent or respondent's counsel;

(4) The requirement of a TDO may be waived by both counsel for parties to the lawsuit, or both parties pro se, upon approval of the court;

(5) Either party may apply to the court by motion and notice to the opposing party to modify or supplement the TDO. The TDO will be in effect while such motion is pending;

(6) Within twenty (20) days of the filing of the answer by respondent, respondent shall complete the respondent's portion to the TDO affidavit, file it and mail it to petitioner or petitioner's attorney. Within twenty (20) days of the filing of the answer by respondent, the parties will also exchange documents reflecting recent income and expenses including among other items the most recent federal and state tax returns;

(7) SCRA Rule 1-011 shall apply to the signing of the affidavit by each party.

FORM A

TEMPORARY DOMESTIC ORDER

This matter comes before the court upon the filing of a petition for dissolution of marriage or upon the filing of an action pursuant to Section 40-4-3 NMSA 1978. The court finds it is in the best interests of the parties and of the public in this action to issue this order,

IT IS THEREFORE ORDERED:

1. Neither party shall molest, intimidate, threaten, harass, injure or physically or mentally abuse the other party or any children of either party.

2. Neither party shall remove, cause to be removed, or permit the removal of any minor children of the parties from the State of New Mexico without the written consent of the other party.

3. Neither party shall incur unreasonable or unnecessary debts hereafter. An unreasonable debt is one which is incurred during separation that does not contribute to

the benefit of both parties or their dependents. Any unreasonable or unnecessary debt incurred after the date of the filing of the petition shall presumptively be assessed against the party incurring any such debt. The court specifically reserves the right to allocate the expenses and fees of this action.

4. Neither party shall cause the other party or the children of the parties to be removed from existing insurance coverage, including but not limited to medical, hospital, dental, automobile or disability insurance, and each party shall maintain all such insurance coverage in full force and effect.

5. Neither party shall change the beneficiaries of any existing life insurance policies, and each party shall maintain the existing life insurance policies in full force and effect.

6. No party shall conceal or damage any property, real or personal, community or separate. Neither party shall dissipate, sell, remove, assign, transfer, dispose of, lend, mortgage, or encumber any property, real or personal, community or separate, except in the ordinary course of business or for the necessities of life. In the case of transactions made in the ordinary course of business, an itemized written accounting shall be made at least quarterly to the other party. In the case of dispositions made for the necessities of life, an itemized written accounting shall be made to the other party within thirty (30) days of said disposition.

7. In the event the parties are living in the same residence at the time of the service of this order, the parties shall attempt to decide between themselves which party shall move from the family residence. The party moving out of the residence is not prejudiced by reason of the move in any way with respect to custody of any minor children, with respect to a claim of any interest in the family residence, or the personal property in or on the premises.

8. If the parties do not determine which party will move from the residence, the court will decide the issue at a hearing on interim relief, considering among others the following facts:

(a) Minor children should continue to reside in the family residence during the pendency of this case.

(b) The parent who is and has been primarily caring personally for the children's basic daily needs should remain in the family residence during the pendency of this case.

(c) The spouse who maintains his or her principal place of business within the family residence should continue to reside in the family residence during the pendency of this case.

9. If there are minor children, the person moving from the family residence shall be entitled to continue to have frequent contact and communication with the children, in person and by telephone. If the parties cannot agree on a time-sharing arrangement

during the pendency of this case, a mediation order will be entered immediately. If the issue is not resolved by agreement through mediation, the court will establish a time-sharing arrangement at a hearing on a motion for interim relief.

10. The person moving from the family residence may return to pick up personal belongings and effects at a reasonable time to be agreed upon. Personal belongings and effects do not include furniture unless the parties agree or the court decides the issue at a hearing on interim relief.

11. Any party receiving personal mail or packages addressed only to the other party shall not open them, but shall forward or arrange to have such mail or packages delivered promptly to the other party. Personal mail addressed to both parties or concerning the children and mail related to the parties' income, debts or property, may be opened by the person who receives it, but any party receiving such mail shall promptly send a copy to the other party.

12. Unless the parties agree in writing, neither party shall cancel any credit cards during pendency of this action or cause the other party to be removed from any credit card account. All charges on credit cards are subject to the limitations of paragraph 3 of this order.

13. Each party is advised that all earned income is community property, and that income from all sources acquired during the marriage is generally community property. Likewise, each party is advised that all debt obligations, existing and recurring, are generally community obligations. Each party has a one-half interest in all community income and property and is obligated to pay one-half of all existing and recurring community debts. During the pendency of the case the income and debts are generally equally divided, provided, however, that the party who has the principal care of any children will be allocated a greater proportion of the income during the pendency of the action. If the parties agree upon the interim division of income and payment of debts, a stipulated order on the court form of order regarding the interim division of income and expenses shall be submitted to the court for signature and filing. If the parties cannot agree, the court will determine the division at a hearing on a motion for interim relief.

14. Within twenty (20) days of the filing of an answer by respondent, respondent shall complete respondent's portion of the TDO affidavit, file it and mail a copy to petitioner.

15. Within twenty (20) days of the filing and service of respondent's answer, each party shall mail or deliver to the other party documents reflecting current income from all sources, including but not limited to wage statements for the last four pay periods and interest, dividends or other income statements showing the current total gross income, deductions and net income received by that party. Within the same period each party shall also mail or deliver to the other party copies of the most recent personal state and federal tax returns with all schedules and attachments.

Federal
withholding: _____
 Number of exemptions claimed (Form W4) _____
 Marital status (Form W4) _____
 single _____
 married _____
 State _____
 withholding: _____
 FICA: _____

 Health insurance premium for children or family: _____
 Union _____
 Dues: _____
 Other (identify): _____

4. NET Monthly Income \$ _____

Petitioner's Statement of Fixed Monthly Debts of Both Parties

(State who is paying which debt at the time of the Affidavit)

(To be filled in by Petitioner)

5. House, apartment or other residence monthly payment: \$ _____
 \$ _____

6. Vehicle payment:

	Make	Creditor	Payment
a)	_____	_____	\$ _____
b)	_____	_____	\$ _____
c)	_____	_____	\$ _____

7. Minimum monthly payments on credit cards:

a) _____ \$ _____
 b) _____ \$ _____

c) _____ \$

 d) _____ \$

 e) _____ \$

 f) _____ \$

8. Monthly payment on other loans:

a) _____ \$

 b) _____ \$

 c) _____ \$

9. Vehicle insurance on monthly basis: _____

10. Child support to another family: _____

11. Day care for this family: _____

12. Other (identify): _____

13. TOTAL \$ _____

Respondent's Statement of Monthly Income

(To be filled in by Respondent)

14. GROSS monthly salary or wages of Respondent (*hourly wage x average hours worked per week x 52 divided by 12; weekly wage x 52 divided by 12; bi-weekly wage x 26 divided by 12; semi-monthly x 2, etc.; for varying wages, average last six months'* income) \$ _____

15. Other Income (Identify)

rental: \$ _____
 self-employment: \$ _____
 other \$ _____

16. Deductions per month:

Federal withholding: _____
 Number of exemptions claimed (Form W4) _____
 Marital status (Form W4) single
 married

 State withholding: _____
 FICA: _____

 Health insurance premium for children or family: _____
 Union _____
 Dues: _____
 Other (identify): _____

17. NET Monthly Income \$ _____

Respondent's Statement of Fixed Monthly Debts of Both Parties

(State who is paying which debt at the time of the Affidavit)

(To be filled in by Respondent)

18. House, apartment or other residence monthly payment: \$ _____

19. Vehicle payment:

	Make	Creditor	Payment
a)	_____	_____	\$ _____
b)	_____	_____	\$ _____
c)	_____	_____	\$ _____

20. Minimum monthly payments on credit cards:

a) _____ \$

 b) _____ \$

 c) _____ \$

 d) _____ \$

 e) _____ \$

 f) _____ \$

21. Monthly payment on other loans:

a) _____ \$

 b) _____ \$

 c) _____ \$

22. Vehicle insurance on monthly basis: _____

23. Child support to another family: _____

24. Day care for this family: _____

25. Other (identify): _____

26. TOTAL _____ \$
 _____ \$ _____

I swear, under penalty of perjury, that my statements in Petitioner's Statement of Income and Fixed Debts are true to the best of my knowledge.

 _____ Petitioner
 Subscribed and sworn to before me this _____ day of _____, 19_____, by _____.

 _____ Notary Public
 My commission expires: _____.
 I swear, under penalty of perjury, that my statements in

Respondent's Statement of Income and Fixed Debts are true to the best of my knowledge.

Respondent
Subscribed and sworn to before me this _____ day of _____, 19_____, by _____.

Notary Public
My commission expires: _____.
"IN THE DISTRICT COURT OF _____ COUNTY,
NEW MEXICO NO. 91-1-DR
IN THE MATTER OF ALL DOMESTIC
RELATIONS CASES FILED AFTER
JANUARY 1, 1991.

ORDER

For all domestic relations cases filed subsequent to January 1, 1991, a Temporary Domestic Order (TDO) shall issue. A TDO shall be effective upon filing, and shall not require a judge's signature.

The parties to a domestic relations cause shall be bound by any TDO filed.

A copy of this Order shall accompany all TDOs served on respondents in all domestic relations cases.

s/Peggy J. Nelson
PEGGY J. NELSON
District Judge, Division I
Eighth Judicial District
s/Joseph E. Caldwell
JOSEPH E. CALDWELL
District Judge, Division II
Eighth Judicial District"

[As amended, effective January 1, 1991; November 5, 1992.]

LR8-108B. Interim allocation of income and expenses.

In actions for dissolution of marriage or proceedings under Section 40-4-3 NMSA 1978, unless the parties agree otherwise in a stipulated order, after notice and hearing, the court shall enter an order in substantial compliance with the attached form entitled "Interim Order Allocating Income and Expenses".

During the pendency of the action, generally, community income and expenses shall be equally divided between the parties. Separate income and expenses shall also be divided equally, unless the community did not regularly use separate income or pay separate expenses. In any case, the parties may agree otherwise or apply to the court for a hearing on the issues.

EIGHTH JUDICIAL DISTRICT COURT
COUNTY OF _____
STATE OF NEW MEXICO

_____,
Petitioner,

vs.

No.

_____,
Respondent.

ATTACHMENT A

INTERIM ORDER ALLOCATING INCOME AND EXPENSES

This matter coming before the Honorable _____ on the _____ day of _____, 19_____, petitioner being represented by _____ respondent being represented by _____, and the court having been sufficiently advised, FINDS AND ORDERS:

1. The court has jurisdiction over the subject matter and the parties.
2. The parties shall receive the income and pay the expenses as listed on Worksheet A.
3. Each party shall presumptively be responsible for any debts he or she incurs during the pendency of this action.
4. Any assets obtained by either party after the entry of this order from that party's share of divided income are presumptively the separate property of the obtaining party.
5. Each party shall use his or her share of the income provided by this order to pay his or her respective expenses for food, clothing, telephone, utilities, gasoline, car maintenance, entertainment, meals out, haircuts, attorney fees, ordinary medical and dental expenses and other personal expenses.
6. The parent with whom the child(ren) primarily resides shall receive the following percentage from the other parent's share of divided income:

One child	-10%
Two children	-15%
Three children	-19%
Four children	-22%
Five children	-25%
Six children	-28%

(Add three percent [3%] of income for each child after six children.)

7. **PAYMENT SCHEDULE:** IT IS ORDERED that _____ shall pay to _____, a total of \$_____ per month, each month which consists of \$_____ to equalize the income (plus) (less) \$_____ as child support, by check or money order, delivered or postmarked on or before the _____ day of each month during the pendency of this matter.

8. The medical and dental expenses of the child(ren) not covered by insurance shall be paid one-half by each party.

9. Notwithstanding entry of this order, all claims and defenses are preserved.

10. This order shall remain in effect during the pendency of this action, unless modified by mutual written agreement of both parties, or court order.

11. Disobedience of this order can constitute contempt of court, and subject the violator(s) to fine, imprisonment, and/or other sanctions, plus payment of attorney fees and costs to the other party.

 Judge of the District Court

 Attorney for Petitioner
 (OR Petitioner, pro se)

 Attorney for Respondent
 (OR Respondent, pro se)

_____ v. _____

DR

ATTACHMENT A

INTERIM MONTHLY INCOME AND EXPENSES

	Combined	Husband	
Wife			
1. Average gross monthly income:			
a.			
Wages	\$ _____	\$ _____	\$ _____
<hr/>			
b. Rental income	_____	_____	_____
c. Self-employment	_____	_____	_____
<hr/>			
d. Other	_____	_____	_____
<hr/>			
2. Deductions:			
a. Fed W/H	_____	_____	_____
<hr/>			
b. State W/H	_____	_____	_____
<hr/>			
c. FICA	_____	_____	_____
<hr/>			
d. Health insurance	_____	_____	_____
e. Union dues	_____	_____	_____
f. Estimated tax payments	_____	_____	_____
g. Other	_____	_____	_____
<hr/>			
3. Total deductions	\$ _____	\$ _____	\$ _____
<hr/>			
4. Net monthly income (Lines 1-3)			
\$ _____	\$ _____	\$ _____	
<hr/>			
5. Monthly fixed expenses:			
a. Residence	\$ _____	\$ _____	\$ _____
<hr/>			
b. Car			

payment	_____	_____	_____
— c. Insurance premiums:			
1)			
car	_____	_____	_____
— 2)			
life	_____	_____	_____
— 3)			
other	_____	_____	_____
— d. Day			
care	_____	_____	_____
— e. Attorney			
fees	_____	_____	_____
— f. Credit			
cards	_____	_____	_____
— g.			
Loans	_____	_____	_____
— h.			
Other	_____	_____	_____
6. Total fixed			
expenses	\$ _____	\$ _____	\$ _____
7. Net spendable income			
(Lines 4-			
6)	\$ _____	\$ _____	\$ _____
8. One-half of combined			
column, Line			
7		\$ _____	\$ _____
9. Amount			
transferred/received			
(Subtract Line 8 from Line 7)			
— \$ _____			\$ _____

(Person with positive amount pays that amount to other person. See instructions if combined amount in Line 7 is negative.)

WORKSHEET A

(Instructions for Completing Worksheet A)

A. "Gross monthly income" is income from all sources except child support received from a prior spouse. For self-employed individuals, gross monthly income means gross receipts less reasonable and ordinary business expenses. Self-employed individuals should attach a separate sheet to Worksheet A itemizing the business income and expenses.

B. "Deductions" are payroll deductions for taxes, social security, health insurance, union dues, retirement and other employer-related deductions. Regular and customary savings deductions may be included.

C. "Fixed expense" includes periodic, generally invariable expenses even though paid quarterly, semi-annually or yearly, *e.g.*, car payments, insurance and loan payments:

(1) residence fixed expenses is mortgage or rent actually paid. If a party receives free rent, *e.g.*, by living with parents, that party's rent is imputed at zero;

(2) credit card fixed expense is listed as a fixed expense and includes only the minimum monthly payment at the time of entry of the interim order;

(3) health insurance includes medical and dental insurance which, if not deducted by a payroll deduction, may be included as a fixed expense;

(4) any regular monthly payment ordered by a prior order of child support or alimony which is actually paid is a fixed expense;

(5) day care fixed expense is work-related day care and does not include baby-sitting or occasional child care;

(6) an equal sum will generally be allocated each month to pay toward the attorney fees of each party;

(7) generally utilities are not fixed expenses (telephone and cable TV are never fixed expenses). However, if the utility costs are greatly disproportionate, they may be considered fixed expenses by agreement or court order.

D. (1) **If the combined amount in Line 7 is a positive number:** To complete Lines 8 and 9, compute one-half of the value shown on the "combined" column on Line 7 "net spendable income", and enter the result for each party on Line 8. To compute the amount transferred/received, subtract Line 8 from Line 7 for each party. The party who has a positive value on Line 9 pays that amount to the other party, and the same amount is entered in paragraph 10 of the Interim Order Allocating Income and Expense.

(2) **If the combined amount in Line 7 is a negative number:** To complete Line 7, adjust the allocations of income or expenses or transfer an amount from one party to another so that the amounts under "Husband" and "Wife" in line 7 are equal. Enter any transferred amount in paragraph 7 of the Interim Order Allocating Income and Expenses. Do not complete Lines 8 and 9.

[As amended, effective December 1, 1993.]

LR8-108C. Statement of financial condition.

Unless otherwise ordered by the court, in every contested domestic relations case involving child support, alimony, property and debt division or characterization, or attorney fees, each party shall file and serve a verified statement of financial condition (statement). The statement shall be in substantial compliance with the following schedules and served no later than forty-five (45) days after service of the answer or thirty (30) days prior to the trial whichever is earlier. The parties may stipulate to a different exchange date. The statement shall be filed with the court clerk:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Child support | Schedules A, D, and E or F |
| 2. Post-decree child support | Schedule D and E or F |
| 3. Paternity
distribution), C, D, | Schedule B (exclude
and E or
F |
| 4. Alimony | Schedule A, B, C, D |
| 5. Post-decree alimony | Schedule C, D |
| 6. Property and debt division | Schedule A, B, C, D |
| 7. Property characterization | Schedule A, B, C |

A statement as to character or value of property is an admission. Failure to timely serve the statement may result in the assessment of costs and attorney fees against the delinquent party. This rule does not prevent a party from submitting nor a court from considering additional schedules or evidence, upon a showing of good cause and approval by the court.

EIGHTH JUDICIAL DISTRICT COURT

COUNTY OF _____

STATE OF NEW MEXICO

_____,
Petitioner,

vs.

No.

_____,

Respondent.

'S STATEMENT OF FINANCIAL CONDITION

_____, by _____, in accordance with local rule LR8-108C of the Rules of the District of the Court of the Eighth Judicial District, New Mexico, respectfully submits:

- 1. Schedule A - Personal and Financial Summary;
- 2. Schedule B - Community Property and Liabilities;
- 3. Schedule C - Separate Property and Liabilities;
- 4. Schedule D - Monthly Income and Expenses; and
- 5. Schedule E or F - Child Support Obligation.

Attorney for

(505) - _____ - _____

SCHEDULE A

_____'S PERSONAL SUMMARY

Date of marriage: _____
Date of separation: _____
Children of this marriage: _____

Name Birth	Age	Date of
_____	_____	_____
_____	_____	_____
_____	_____	_____

Husband

Wife

1. Age/date of birth:

2. Education:

3. Employment:

4. Gross annual employment income:

5. Other:

STATE OF NEW MEXICO)

) ss.

COUNTY OF _____)

_____, being first duly sworn upon oath, deposes and states: That he/she has read, knows and understands the contents of this pleading, and the statements herein are true of his/her own knowledge and belief.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public

My commission expires: _____

We certify we have mailed a copy of the foregoing to opposing counsel/ party of record this _____ day of _____, 19____.

_____ 'S COMMUNITY PROPERTY AND LIABILITIES
 SCHEDULE

Neither party is required to submit a proposed distribution. Any stipulation regarding value or distribution should be indicated by an asterisk.

Assets:

Distribution	Value	Proposed
		Husband
Wife		
1. Cash	\$ _____	\$ _____
2. Checking/savings accounts:		
a) # _____		
Ck. _____		
b) # _____		
Ck. _____		
c) # _____		
Sav. _____		
d) # _____		
CD's _____		
e) # _____ Cr.		
Un. _____		
3. Stocks/bonds:		
a) _____ Sh.		

b) _____ Sh.		

4. Insurance:		
(Face Amount)	(Cash Value)	
a) _____	# _____	

\$ _____	\$ _____	
Loan- \$ _____		

b) _____	# _____	

\$ _____	\$ _____	
Loan- \$ _____		

5. Real estate:		
a) _____	\$ _____	
Mortgage (\$ _____ /mo)	_____	
REC (\$ _____ /mo)	_____	

Cost/sale (\$ _____
 /%) _____
 b) _____ \$ _____
 Mortgage (\$ _____ /mo) _____
 REC (\$ _____ /mo) _____
 Cost/sale (\$ _____
 /%) _____
 6. Vehicles:
 a) _____ \$ _____
 Lien (\$ _____ /mo) _____
 b) _____ \$ _____
 Lien (\$ _____
 /mo) _____
 7. Business assets:

 8. Household
 furniture/goods _____
 9. Tax
 refunds _____

 10.
 IRA/Keogh/Annuity _____

 11.
 Retirement _____

 12.
 Retirement _____

 13. Other Total
 Assets _____
 TOTAL ASSETS _____ \$ _____ \$ _____
 _____ \$ _____

LIABILITIES	(Mo/Pmt)	Value:	Husband
: Wife:			
a. _____	(\$ _____)		
b. _____	(\$ _____)		
c. _____	(\$ _____)		
d. _____	(\$ _____)		
e. _____	(\$ _____)		

f. _____ (\$ _____)

 g. _____ (\$ _____)

 h. _____ (\$ _____)

 i. _____ (\$ _____)

 j. _____ (\$ _____)

 k. _____ (\$ _____)

 l. _____ (\$ _____)

 m. Tax Liability _____ (\$ _____)

TOTAL LIABILITIES \$ _____ \$
 _____ \$ _____

ESTIMATED NET ASSETS \$ _____ \$
 _____ \$ _____

Equalization of Assets \$ _____ \$
 _____ \$ _____

EQUAL ASSETS \$ _____ \$
 _____ \$ _____

SCHEDULE C

_____ 'S SEPARATE PROPERTY AND LIABILITIES
 SCHEDULE

Husband

Wife

1. Checking and Savings Accounts:

a) _____ Bk Check # _____ \$
 _____ \$ _____

b) _____ Bk Check # _____

c) _____ CD. # _____

d) _____ Cr.Un. # _____

2. Stocks/Bonds:

a) _____ Sh.

b) _____ Sh.

3. Insurance:

(Face Amount) (Cash Value)

a) _____ # _____

\$ _____ \$ _____

Loan Balance

b) _____ # _____

\$ _____ \$ _____

Loan Balance

4. Household Furniture/Goods:

5. Real Estate: (Pres.Val.)

a) _____ \$ _____

Mortgage (\$ _____ /mo) _____

REC (\$ _____

/mo) _____

b) _____ \$ _____

Mortgage (\$ _____ /mo) _____

REC (\$ _____

/mo) _____

6. Vehicles:

a)

b)

7. Other:

a)

b)

c)

Total Separate Assets _____

\$ _____

\$

LIABILITIES:

a) _____	\$ _____
_____ \$ _____	
b) _____	

c) _____	

Total Separate Liabilities	\$ _____
_____ \$ _____	

**NEW SEPARATE
PROPERTY**

\$ _____	\$ _____
----------	----------

SCHEDULE D

_____ 'S MONTHLY INCOME AND EXPENSES

INCOME:

1. Gross monthly employment income	\$ _____	
Deductions:		
Federal withholding,		
Single/married: _____ exemption(s)		\$ _____
_____ State withholding		
FICA	_____	_____
— Medical insurance for child/children	_____	
Total deductions		_____
— Net monthly employment income	\$ _____	
2. Other income		\$ _____
_____ a) child support	_____	
b) alimony		
c) other		_____

(specify) _____
 d) other _____
 (specify) _____
 Total other _____
 income _____
TOTAL MONTHLY _____
INCOME \$ _____

EXPENSES:

a. Child support/alimony \$ _____

b. Residence: rent/mortgage \$ _____

 Taxes _____

— Insurance _____

— Maintenance/repairs _____

— Utilities: _____

gas _____
 water/refuse _____

— electricity _____

— telephone _____

— other _____

c. Vehicle: Payment \$ _____

 Gasoline _____

— Maintenance/repairs _____

— Insurance/license (per year) _____

d. Food: Groceries/household supplies \$ _____

 Meals out _____

 School lunches _____

e. Clothing: Yours \$ _____

 Child/children _____

-	Cleaning	_____
f.	Medical: Insurance premiums-yours	\$ _____
	Not covered by insurance/deductible	_____
	Dental	_____
-	Prescriptions	_____
-	Counseling/therapy	_____
g.	Life Ins.: Yours	\$ _____
	child/children	_____
h.	Child care: babysitting/nursery	\$ _____
	Allowances	_____
-	Tuition	_____
-	School activities	_____
	Camps	_____
i.	Entertainment/vacations:	
j.	Retirement/IRA:	
k.	Incidentals:	
	Church donations	\$ _____
	Dues	_____
-	Gifts	_____
-	Newspapers/magazines/books	_____
-	Personal groom (barbers, etc.)	_____
l.	Debt Reduction/other:	_____
	a) reserve for income tax	_____

	b)	_____
-	c)	_____
-	d)	_____
-	TOTAL MONTHLY EXPENSES	\$ _____

SCHEDULE E

_____ 'S BASIC VISITATION MONTHLY CHILD SUPPORT SCHEDULE

(Per Worksheet and Table A of Child Support Guidelines)

1. Gross monthly income	\$ _____	\$ _____
_____ \$ _____		
2. Percentage of combined income	_____ %	_____
% 100%		
3. Number of children:	_____	
4. Basic support from Table A	\$ _____	
5. Children's health/dental insurance premium	_____	_____
6. Work-related child care	_____	_____
7. Total support		\$ _____
8. Each parent's obligation	_____	_____
9. Total of Lines 5 and 6	_____	_____
10. Each parent's obligation	_____	_____
11. _____ pays _____ per month.		\$ _____
12. Extraordinary expense		

allocation:

a. Medical, therapy, orthodontic dental

and eyecare	_____ %	_____ %
b. Private schooling	_____ %	_____ %
c. Other	_____ %	_____ %

_____ %

SCHEDULE F

_____ 'S SHARED RESPONSIBILITY MONTHLY CHILD SUPPORT SCHEDULE

(Per Worksheet and Table B of Child Support Guidelines)

Combined	Father	Mother
PART I - BASIC SUPPORT:		
1. Gross monthly income	\$ _____	\$ _____
_____ \$ _____		
2. Percentage of combined income	_____ %	_____ %
% 100%		
3. Number of children: _____		
4. Basic support from Table B	\$ _____	
5. Each parent's share (Line 4 x each parent's Line 2)	\$ _____	\$ _____

6. Each parent's time of care of child	_____ %	_____ %
7. Amount retained (Line 5 x Line 6 for each parent)	\$ _____	\$ _____

8. Each parent's obligation	\$ _____	\$ _____

9. Amount transferred		\$ _____

PART II - ADDITIONAL PAYMENTS:		
10. Child's health/dental insurance premium	\$ _____	\$ _____
_____ \$ _____		
11. Work-related child care	_____	_____

12. Total additional payments	\$ _____	\$ _____
_____ \$ _____		
13. Each parent's obligation	\$ _____	\$ _____

