

In the Circuit Court of the State of Oregon

For _____ County _____

(If Family Law Department, so state)

In the Matter of the Marriage of:

_____, Petitioner,
and _____, Respondent.

TO (insert name and address of employer):

Case No. _____
EX PARTE MOTION FOR AND
 LIMITED SUPPLEMENTAL (indicate which)
JUDGMENT REQUIRING EMPLOYER
TO WITHHOLD SUPPORT FROM EARNINGS*
(Choose one):
 Current Support Only
 Both Current Support and/or Arrearages

It appears from the records and files in the above entitled case that Petitioner Respondent (indicate which) (“Employee”), is required to make child and/or spousal support payments to Petitioner Respondent (indicate which) (“Obligee”) of \$_____ per month effective _____, under the Order and/or Judgment for child and/or spousal support entered by this court on or about _____. Obligee has moved for an order of the court directing Employee’s employer, _____ (“Employer”), to withhold monies from Employee’s pay as set forth below. Based on ORS 25.378 et seq. and the records and files herein,

IT IS HEREBY ORDERED AND ADJUDGED until further order of the court as follows (For Current Support Only, complete and comply with paragraph 1 and paragraphs 6 through 18; delete paragraphs 2 through 5. For Both Current Support and/or Arrearages, complete and comply with paragraphs 2 through 18; delete paragraph 1.):

1. Not later than five days after the first payday following receipt of this notice, Employer shall withhold each pay period from the disposable income due or becoming due to Employee an amount cumulatively sufficient each month to pay Employee’s continuing child support of \$_____ per month. In no event shall the amount withheld hereunder exceed the limits imposed by Section 303(b) of the Consumer Protection Act (15 U.S.C. Sec. 1673(b)).

2. Not later than five days after the first payday following receipt of this notice, and subject to the limitations in paragraph 4 below, Employer shall withhold each pay period from the disposable income due or becoming due to Employee an amount cumulatively sufficient each month to pay Employee’s continuing child and/or spousal support of \$_____ per month.

3. Not later than five days after the first payday following receipt of this notice, and subject to the limitations contained in paragraphs 3 and 4 below, Employer shall withhold each pay period from the disposable income due or becoming due to Employee an amount to pay the arrearage on child and/or spousal support of \$_____.

4. The total amount withheld each month under paragraphs 1 and 2 above shall be 120% of the amount specified in paragraph 1 as the continuing monthly support amount. No withholding as calculated under this section, including any processing fee permitted by statute, shall exceed 50% of employee’s net disposable income. In no case may the amount withheld be greater than the limits imposed by the Consumer Credit Protection Act (15 U.S.C. § 1673(b)).

5. The total amount withheld each month under paragraph 2 (for arrearages only) shall be an amount equal to one of the following:

- A. The amount of the last ordered monthly support; or
- B. If there is no last ordered monthly support amount, the monthly support amount used to calculate the arrearage amount specified in the Order or Judgment for Arrears; or
- C. If there is no last ordered monthly support amount, and if there was no monthly support amount indicated in the Order or Judgment for Arrears, an amount calculated under the Oregon Uniform Child Support Guidelines using the following for the calculation: (a) Employee’s current monthly gross income; (b) Zero current monthly gross income for Obligee; and (c) One joint child of the parties.

No withholding as calculated under this section shall exceed Employee’s disposable monthly income minus 160 times the prevailing federal minimum wage.

6. Within seven business days after Employee receives income, Employer shall make payment to the checking account in the name of _____, at _____, account number _____, or such other account as Obligee may designate by written notice to Employer. Such payment shall specify the date on which income was withheld and be in the form of a money order, cashier’s check, or certified check

*This form should not be used to address withholdings of current support or arrearages from unemployment compensation. If you wish to attempt to withhold support from unemployment compensation, please consult an attorney. You should consult an attorney or the Support Enforcement Division of the District Attorney’s office if you are receiving Support Enforcement service through the state or the Support Order requires payment by wage withholding.

(OVER)

made payable to Obligee and identified by reference to the parties' name, case number appearing in the caption of this order and the date upon which the income was withheld.

7. Employer may deduct from Employee's disposable income a monthly fee not to exceed \$5.00. The processing fee is in addition to the amount calculated to be withheld for support, unless the amount to be withheld for support is the maximum allowed by the Consumer Credit Protection Act (15 USC Sec. 1673(b)), in which case the fee is deducted from the amount withheld as support.

8. This order is not subject to the limitations in ORS 18.385 concerning earnings subject to garnishment. Withholding in compliance with this order and any other order under ORS 25.378 has priority over any other legal process under Oregon law against the same income.

9. The support obligation due Obligee is required to be paid monthly. However, if Employee's pay periods are at more frequent intervals, Employer may at its option withhold and pay over to Obligee the full amount specified in this order, not to exceed 50% of Employee's net disposable income each pay period until the complete monthly obligation has been met or an equal amount in each pay period cumulatively sufficient to pay the total monthly support obligation.

10. "Disposable income" means that part of the income of an individual remaining after the deduction from the income of any amounts required to be withheld by law except laws enforcing spousal or child support and any amounts withheld to pay medical or dental insurance premiums. ORS 25.010(4).

11. "Income" is any monetary obligation in excess of \$4.99 after the fee described in ORS 25.414(6) has been deducted that is in the possession of a third party owed to an obligor and includes but is not limited to: Compensation paid or payable for personal services whether denominated as wages, salary, commission, bonus or otherwise; Periodic payments pursuant to a pension or retirement program; Cash dividends arising from stocks, bonds or mutual funds; Interest payments; Periodic payments from a trust account; Any program or contract to provide substitute wages during times of unemployment or disability; Any payment pursuant to ORS chapter 657; or Amounts payable to independent contractors. ORS 25.010(6).

12. "Employer" means any entity or individual who engages an individual to perform work or services for which compensation is given in periodic payments or otherwise. ORS 25.010(5).

13. In a case where Employee has authorized ADDITIONAL withholding tax deductions beyond those required by law, or has authorized other VOLUNTARY deductions, such as credit union payments, stock purchase plans, savings bond deductions, wage assignment, repayment of debt to employer, etc., such payments MAY NOT BE DEDUCTED FROM GROSS INCOME when computing "disposable income."

14. This order shall be a continuing order and shall remain in effect and be binding upon Employer until further notice from the court or Obligee. Employer is liable for all amounts which Employer fails to withhold or pay as required by this order, and Obligee may recover from Employer: (a) All amounts that Employer failed to withhold or pay; (b) An additional amount of damages not to exceed the amount referred to in section (a) of this paragraph; and (c) A fine not to exceed \$250 payable to the court for each time Employer fails to withhold or pay, and reasonable costs of the action, including attorney fees. Such failure to withhold or pay may subject Employer to an action for contempt for disobedience of this order to withhold.

15. No employer shall discharge or refuse to hire or in any other manner discriminate against an employee because of the entry or service of an order withholding support. Employee may bring an action to recover compensatory damages and a civil penalty not to exceed \$1,000 or may file a complaint with the Commissioner of the Bureau of Labor and Industries in the same manner as provided for the enforcement of an unlawful employment practice. The Commissioner of the Bureau of Labor and Industries has additional remedies it may seek. These remedies are in addition to any other remedy available in law and equity.

16. If for any reason Employer does not withhold support in any month, Employer shall explain the reason for not withholding. Employer shall send the explanation for not withholding to Obligee on the date Employer would normally send a payment. If Employer does not send a payment because Employee is no longer employed by Employer, Employer may include in the explanation the name and address of Employee's new employer if known. Employer is not liable for disclosure of this information to Obligee.

17. If Employee leaves Employer's employ and is rehired at a future date, this order remains in effect until further notice or order of the court.

18. Obligee or his/her agent shall notify Employer when for any reason the amount required to be withheld or paid over by Employer is to be reduced.

DATED _____

Judge

JUDGE'S NAME (TYPED OR PRINTED)

It is so moved and submitted by:

SIGNATURE OF ATTORNEY AUTHOR FOR PETITIONER _____ DATE _____

ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED) _____ BAR NO. (IF ANY) _____

ADDRESS* _____

CITY _____ STATE _____ ZIP _____ PHONE _____

FAX (IF ANY) _____ ATTORNEY'S E-MAIL ADDRESS (IF ANY) _____

TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR PRINTED) _____ BAR NO. _____

If this document does not bear the name and bar number of an attorney as its author or preparer, truthfully complete the following Certificate of Document Preparation, checking all boxes and completing all blanks which apply.

A. I selected this document for myself, and I completed it without paid assistance.

B. I paid or will pay money to _____ for assistance in preparing this form/document.

DATED _____

SIGNATURE

(TYPE OR PRINT NAME)

* Or contact address, phone and fax.