

## Monroe Circuit Court

The Zietlow Justice Center  
301 North College Avenue  
Bloomington, Indiana 47404-3865  
(812) 349-2615

Mary Ellen Diekhoff, Presiding Judge  
Division V

Geoffrey Bradley, Judge  
Division I

Valeri Haughton, Judge  
Division II

Christine Talley Haseman, Judge  
Division III

Catherine Stafford, Judge  
Division IV

Holly Harvey, Judge  
Division VI

Stephen Galvin, Judge  
Division VII

Kara Krothe, Judge  
Division VIII

Darcie Fawcett, Judge  
Division IX

Bret Raper, Commissioner

### *NOTICE TO THE BAR*

**TO:** Monroe County Bar  
**FROM:** Monroe Circuit Court  
**RE:** Proposed Changes in Local Rules  
**DATE:** May 31, 2022

The Monroe Circuit Court Board of Judges hereby gives notice to the bar and the public that the Court proposes to amend the Local Rule(s) of Monroe County, effective July 1, 2022. All new text is shown by underlining and deleted text is shown by ~~striketrough~~.

In accordance with Trial Rule 81, the time period for the bar and public to comment shall begin on June 1, 2022 and shall close July 1, 2022. Comments may be made to Lisa Abraham, Monroe Circuit Court, 301 N. College Avenue, Bloomington, IN 47404 or email comments to [labraham@co.monroe.in.us](mailto:labraham@co.monroe.in.us). Proposed amendments to the rule will be submitted to the Indiana Supreme Court for review and will be effective upon approval of the Supreme Court.

In addition, complete rule language is available for review on the Monroe County Local Rules section of the Indiana Judiciary website <http://www.in.gov/judiciary/2918.htm>, Monroe Circuit Court website <https://www.co.monroe.in.us/department/?structureid=104>.

(See attached list of all the proposed to changes to the Monroe Circuit Court Local Rules.)

**LR53-AR00-0106 EMERGENCY CLOSING**

**Updated 7/1/2022**

- A. The Presiding Judge, after consultation with the Board of Judges, if practical may determine that the Courts are closed due to a temporary emergency (i.e. snow, breakdown in facility utilities, etc.) Any judge, notwithstanding that authority, may require his or her court reporters to work.
- B. The County Commissioners have the authority to close the Justice Building.
- C. **The Board of Judges shall provide notice of closures as circumstances permit, including on its website, voicemail greetings to public numbers, and directly to the Monroe County Bar Association.**

**~~LR53-AR00-0110 REQUIRED COMPLETION OF THE GUARDIANSHIP CHILD AND INCAPACITATED ADULT INFORMATION SHEET~~**

~~Updated 07/01/2021~~

~~Pursuant to Trial Rule 3.1 (A) (7), all parties are required to fully complete the Guardianship Child and Incapacitated Adult Information Sheet.~~

**LR53-AR00-0116 PERSONNEL**

**Updated 7/1/2022**

- A. General Organization. The Monroe Circuit Court employs personnel as follows:
  - 1. Court Division:
    - Commissioner
    - Official Court Reporters
    - Associate Court Reporters
    - Law Clerks
  - 2. Probation Department:
    - Chief Probation Officer
    - Deputy Chief Probation Officers
    - Probation Supervisor
    - Probation Officers
    - Program Staff
    - Field Officers
    - Clerical Staff
  - 3. Office of Court Services:
    - Director of Court Services
    - Deputy Court Administrator
    - Case Management Coordinator
    - Financial Coordinator
    - Public Service Coordinator
    - Court Program Coordinator**
    - Shared Floating** Court Reporters
    - Receptionist**
    - Bailiffs

**LR53-AR00-0118 EVALUATIONS**

Updated 7/1/2022

- A. Staff of the Probation Department is evaluated on an annual basis. The evaluation includes a job performance development plan for each employee.
- B. New probation department employees are on a probationary status for 6 months and are evaluated monthly. At the end of the probationary period, a formal job performance appraisal is conducted to determine employment, training needs, or other concerns.
- C. The staff of the Office of Court Services will be evaluated in the spring of each year by the Director of Court Services.
- D. The Director of Court Services, the Chief Probation Officer, and the Youth Services Bureau Executive Director will be evaluated annually by the Board of Judges.
- E. **Court Reporters are evaluated on an annual basis by the Judge of that Court.**

**LR53-AR00-0120 STAFF HIRING**

Updated 7/1/2022

- A. The Board of Judges has authorized the Chief Probation Officer to make final hiring decisions regarding Probation Department positions.
- B. The Board of Judges has authorized the Director of Court Services to make final hiring decisions regarding Office of Court Services positions.
- C. After the Director of Court Services, the Chief Probation Officer, and the Youth Services Bureau Executive Director interview applicants and choose the final candidate for a position, they shall notify the Board of Judges in writing or by electronic mail of applicants hiring, including a copy of the applicant's resume upon request.
- D. **The Board of Judges adopts the personnel manual of Monroe County Council for its staff, with occasional amendments or exceptions as needed for court staff.**

**LR53-AR00-0123 LONGEVITY FORMULA FOR COURT STAFF**

Updated 7/1/2022

The effective date for longevity is the date an individual began full-time employment with the County. People cannot go back and claim days that would be affected by interrupted service. All records must be verified by the Auditor's Office. Longevity pay is based on the following schedule of complete and uninterrupted years of service:

<u>YEARS</u>	<u>AMOUNT</u>
>1	\$ 0
<u>1-Hire Date Anniversary</u>	200
<u>2-4</u>	400
<u>5-9</u>	600
<u>10-14</u>	800
<u>15-19</u>	1,200
<u>20-24</u>	1,400
<u>25-29</u>	1,700
<u>30-34</u>	<u>2,000</u>
<u>35-39</u>	<u>2,300</u>
<u>40-44</u>	<u>2,600</u>

**LR53-AR00-0129 COPYING OF COURT TAPES PROCEEDINGS**

Updated 7/1/2019

- A. Audio copies of court proceedings will be provided to attorneys only. However, any person may listen to a tape, CD, **or FTR recording** by scheduling a time with the Office of Court Services **appropriate Circuit Court**.
- B. Copies for attorneys of taped court proceedings will be provided by the Office of Court Services. The court reporter from the originating court will index and deliver the tapes to the Office of Court Services. The Office of Court Services staff will duplicate the tapes for the requesting attorney. The requesting attorney must provide blank tapes (brand new, high quality). Requests from attorneys of court proceedings on disc will be provided by the court reporter. The requesting attorney must provide blank CD's and/or a new, unopened flash drive. The service is provided at no cost.
- C. Attorneys shall not transfer possession of a tape or CD or make another copy of the tape or CD for another person except as necessary for transcription. This rule does not prohibit an attorney from playing a tape or CD for a client.

**LR53-ARI5-0132 TRANSCRIPTS**

Updated 7/1/2022

- A. Definitions. The following definitions shall apply under this local rule:
  - 1. A **Court Reporter** is a person who is specifically designated by a court to perform the official court reporting services for the court including preparing a transcript of the record in a given case before the court.
  - 2. **Equipment** means all physical items owned by the court or other governmental entity used by a court reporter in performing court reporting services. Equipment shall include, but not be limited to, telephones, computer hardware, software programs, disks, tapes and any other device used for recording, storing, and transcribing electronic data.
  - 3. **Work space** means that portion of the court's facilities dedicated to each court reporter, including but not limited to, actual space in the courtroom and any designated office space.
  - 4. **Page** means the page unit of transcript which results when a recording is transcribed in the form required by Indiana Rule of Appellate Procedure Indiana Appellate Rule 28(A).
  - 5. **Recording** means the electronic, mechanical, stenographic, or other recording made as required by Indiana Rule of Trial Procedure 74.
  - 6. **Regular hours worked** means those hours which a division of the court is regularly scheduled to work during any given work week. Depending on the schedule of the court and its flex schedule for court reporters, these hours may vary from division to division of the court, within the county but remain the same for each work week.
  - 7. **Gap hours worked** means those hours worked that are in excess of the regular hours worked but hours not in excess of 40 hours per work week.
  - 8. **Overtime hours** means those hours worked in excess of 40 hours per work week.
  - 9. **Work week** means a 7 consecutive day week defined by the County's payroll schedule which consistently begins and ends on the same day throughout the year; i.e. Sunday through Saturday, Wednesday through Tuesday, or Friday through Thursday.
  - 10. **Court** means the Monroe Circuit Court and Division means the particular division of the Court for which the court reporter performs services. Court may also mean all of the divisions of the Monroe Circuit Court.

11. **County indigent transcript** means a transcript that is paid for from county funds and is for the use on behalf of a litigant who has been declared indigent by a court.
12. **State indigent transcript** means a transcript that is paid for from state funds and is for the use on behalf of a litigant who is declared indigent by a court.
13. **Private transcript** means a transcript, including but not limited to, a deposition transcript that is paid for by a private party. A transcript required within 7 days of the request is a category 1 expedited private transcript. A transcript required within 14 days of the request is a category 2 expedited private transcript. A transcript required within 23 days of the request is a category 3 expedited private transcript.
14. **Volume** applies to Appellate Court transcripts. Each volume is to be limited to 250 pages or fifty megabytes (50 MB). The table of contents is to be a separate volume and the exhibits are to be included in a separate volume (or volumes if more than 250 pages).

B. Section Two. Salaries and Per Page Fees.

1. Court Reporters shall be paid an annual salary for time spent working under the control, direction and direct supervision of their supervising Judge during any regular work hours, gap hours or overtime hours. The Monroe Circuit Court shall enter into a written agreement with the court reporters which outlines the manner in which the court reporter is to be compensated for gap and overtime hours; i.e. monetary compensation or compensatory time off regular work hours.
2. The maximum per page fee a court reporter may charge for the preparation of a routine county indigent transcript shall be ~~\$5.00~~ **\$5.50**. The court reporter shall submit a claim directly to the county for the preparation of any county indigent transcripts. The court reporter shall not charge a fee for copies of an indigent transcript when the preparation of same has already been paid by the county. The court reporter shall not charge for copies of a prepared indigent transcript requested by a Court appointed entity (i.e. CASA, GAL) when the preparation of same has already been paid by the county.
3. The maximum per page fee a court reporter may charge for the preparation of a non-appellate state indigent transcript shall be ~~\$5.00~~ **\$5.50**.
4. The maximum per page fee a court reporter may charge for the preparation of a non-appellate private transcript shall be ~~\$5.50~~ **\$6.00**. The per page fee a court reporter may charge for a copy of a prepared transcript shall be ~~\$2.50~~ **\$3.00**. The maximum per page fee a court reporter may charge for the preparation of a category 1 expedited private transcript shall be ~~\$9.00~~ **\$9.50**. The maximum per page fee a court reporter may charge for the preparation of a category 2 expedited private transcript shall be ~~\$8.00~~ **\$8.50**. The maximum per page fee a court reporter may charge for the preparation of a category 3 expedited private transcript shall be ~~\$7.00~~ **\$7.50**. Category 1, category 2 and category 3 expedited private transcripts are defined in Section 1, definition #13.
5. The Court Reporter, may at their discretion, contract with an outside Court Reporter or Transcription Service to complete any requested transcript.
6. Each court reporter shall report, at least on an annual basis, all transcript fees received for the preparation of county indigent, state indigent, or private transcripts to the Indiana Office of Court Services. The reporting shall be made on forms prescribed by the Indiana Office of Court Services.

C. Section Three. Private Practice.

1. If a court reporter elects to engage in private practice by recording a deposition and/or preparing a deposition transcript, outside of and in addition to his or her official duties for the court, and the court reporter desires to utilize the court's equipment, work space and supplies, and the court agrees to the use of the court equipment for such purpose, the court and the court reporter shall enter into a written agreement which must, at a minimum, designate the following:
  - a. The reasonable market rate for the use of equipment, work space and supplies;

- b. The method by which records are to be kept for the use of equipment, work space and supplies; and
  - c. The method by which the court reporter is to reimburse the court for the use of the equipment, work space and supplies.
2. If a court reporter elects to engage in private practice though the recording of a deposition and/or preparing of a deposition transcript, all such private practice work shall be conducted outside of regular working hours.
- D. Section Four. Appellate Court Transcripts.
1. The maximum per page a court reporter may charge for the preparation of an appellate indigent transcript is ~~\$5.50~~ **\$6.00**.
  2. The maximum per page fee a court reporter may charge for the preparation of an appellate private transcript shall be ~~\$6.00~~ **\$6.50**.
  3. A minimum fee of ~~\$40.00~~ **\$45.00** per transcript may be charged for small transcripts but not in addition to the per page fee.
  4. The Index and Table of Contents shall be charged at the same per page rate as the body of the transcript.
  5. Labor charge may be assessed at the same rate as the Official Court Reporter's hourly salary rate for assembling the digital transcript and exhibits.

In addition, a reasonable market rate for office supplies may be charged for private appellate transcripts as designated in the Schedule of Supplies.

#### **LR53-AR00-0139 POSTING OF NON-COURT RELATED ANNOUNCEMENTS**

Updated 7-1-2022

Public announcements may not be posted on walls and windows. They may be placed in attorney mailboxes **and displayed as an announcement on the digital signage.**

#### **LR53-AR00-0141 QUARTERLY AND YEARLY STATISTICS**

Updated 7-1-2022

The office of Court Services staff is responsible for preparing and reporting required case statistics to the State Court Administrator's office quarterly **and end of year.**

#### **LR53-TR00-0200 SCOPE OF LOCAL RULES OF TRIAL PROCEDURE**

~~These rules shall apply in all cases in the Monroe Circuit Court. If there is a conflict between a Local Rules of Trial Procedure and another, more specific Monroe County Local Rule, that more specific rule shall control.~~

**These rules are adopted pursuant to the authority of Indiana Rules of Trial Procedure, T.R. 81, and are intended to supplement those rules as well as the Indiana Rules of Criminal Procedure. They shall govern the practice and procedure in all cases in the Monroe Circuit Court.**

#### **LR53-TR00-0201 SERVICE TO ATTORNEY'S JUSTICE BUILDING MAILBOX.**

An attorney who has a mailbox in the Justice Building Court Services office consents to service of pleadings to that mailbox. Such service shall be deemed equivalent to service by United States mail.

**In the event e-filing is not required, service shall be accomplished pursuant to the Indiana Rules of Trial Procedure or by deposit in the attorney's courthouse mailboxes provided consent to such service is on file with Court Services. An attorney who has a mailbox in the Justice Building Court Services office consents to service of pleadings to that mailbox. Such service shall be deemed equivalent to service by United States mail.**

**LR53-TR05-0203 PREPARATION OF PLEADINGS AND ORDERS**

Updated 1/1/17

- A. Proposed Orders. A party or attorney filing a motion shall, at the time of filing, provide the court with ~~an original~~ proposed order. ~~and sufficient copies for each party~~. Proposed orders shall include a full distribution list of attorneys or parties to whom the order should be sent. ~~Orders shall not contain extraneous language, such as a notification that the preparer is a debt collector. Bar coding of orders is permitted.~~
- B. Filing by Electronic Facsimile Transmission. Pleadings not exceeding ten (10) pages in length, may be filed by facsimile (FAX) as provided in Administrative Rule 12. Facsimile filing does not require follow up filing of duplicate original documents.

**LR53-TR00-0204 MOTIONS**

- A. Enlargement of Time to Answer. An initial written motion for enlargement of time to file an answer or other responsive pleadings shall be automatically allowed for an additional 30 days from the original due date without order of the court. Said motion shall state the original date when the response was due and the date to which that time is enlarged. For this rule to be applicable, the motion must be filed on or before the original due date.
- B. Accompanying Legal Memorandum. A separate legal memorandum shall be filed with any motion to dismiss a TR 12(b)(6) motion for judgment on the pleadings, a motion for more definite statement, ~~or~~, a motion to strike, and/or a motion to suppress. A party opposing such a motion shall file a response memorandum within 20 days of the filing of the motion or the motion shall be subject to summary ruling without further notice and without a hearing.

**LR53-TR00-0205 INTERROGATORIES WRITTEN DISCOVERY**

- ~~A. Number of Interrogatories. The number of interrogatories which may be served pursuant to Rule 33 shall be limited so as to require the answering party to make no more than 50 answers. Waiver of this limitation by order of the court will be granted in cases in which such limitation would work a manifest injustice or would be impractical because of the complexity of the issues of the case.~~
- ~~B. Form of Answers or Objections. Answers or objections to interrogatories shall set forth in full the interrogatory being answered or objected to immediately preceding the answer or objection.~~
- A. Commencement. In general, unrepresented parties and counsel are expected to begin discovery promptly and shall be granted extensions only upon a showing of diligence and good cause.
- B. Number of Interrogatories. The number of interrogatories which may be served pursuant to Trial Rule 33 shall be limited so as to require the answering party to make no more than 50 answers.
- C. Number of Requests for Production of Documents. The number of requests for production of documents which may be served on another party pursuant to Trial Rule 34 shall be limited to twenty-five (25) requests for productions of documents, including subparts.
- D. Number of Requests for Admissions. The number of requests for admission which may be served on another party pursuant to Trial Rule 36 shall be limited to twenty-five (25) requests for admission, including subparts.

- E. Limits. These limits on the number of requests may be increased by stipulation, or by order of the court upon a showing that the limit(s) would work a manifest injustice or would be impractical because of the complexity of the issues of the case.
- F. Form of Answers or Objections. Answers or objections to interrogatories shall set forth in full the interrogatory being answered or objected to immediately preceding the answer or objection.

**LR53-TR00-0206 DEPOSITIONS**

Updated 7-1-2022

- A. This rule shall not apply in criminal or juvenile delinquency cases.
- B. Video Recordings of Depositions. A transcript of a video recording of deposition testimony shall be tendered to the court when the deposition is offered into evidence.
- C. Depositions of Experts. Depositions of experts shall be admissible at trial regardless of the availability of the witness or other limitations in Trial Rule 32(A), unless objection to the admissibility is made in writing 5 days prior to the taking of said deposition or within 10 days subsequent to notice of the deposition, whichever deadline occurs first **subject to any Orders of the court**. A copy of the notice shall be tendered to the reporter at the time of taking the deposition for inclusion with the deposition. In the absence of such written objection, the deposition of an expert may be admitted by stipulation.
- D. Copy of Deposition. Any party or counsel to an action may obtain a photocopy of a deposition on file with the Clerk of the Court upon tender of a receipt showing payment to the deposing party of 50% of the cost of said deposition. In addition, the requesting party of counsel shall tender to the Clerk the present statutory rate per page for the copying service.

**~~LR53-CR00-0308 PRE-SENTENCE INVESTIGATIONS~~**

~~Court Reporters are to return Pre-Sentence Investigations to the Probation Department at the conclusion of the case.~~

**LR53-CR00-0310 BAIL BOND SCHEDULE**

Updated 7-1-2022

IN THE CIRCUIT COURT  
FOR THE COUNTY OF MONROE AND STATE OF INDIANA

ORDER ESTABLISHING BAIL SCHEDULE

Pursuant to the provisions of IC 35-33-8-4, the Circuit Court of Monroe County, Indiana, enters the following order establishing the amount and conditions of bail for those persons charged with the commission of criminal offenses by information; arrest on probable cause, or indictment.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** by the Court that effective immediately and until further order of the Court, bail shall be as follows for all individuals charged with the commission of criminal offenses in the Monroe Circuit Court:

**SECTION 1.**

**FELONIES** (Offenses committed prior to July 1, 2014)

- A. For a person charged with murder or attempted murder, a person who is a sexually violent predator under IC 35-38-1-7.5, and

who is arrested or charged with the commission of an offense that would classify the person as a sex or violent offender as defined by IC 11-8-8-5, or for a person charged with Child Molesting or Child Solicitation, no bail shall be set except by a judge at a preliminary hearing;

- B. For a person charged with being a habitual offender; bail shall be \$50,000 surety and \$500 cash, or a habitual substance offender; bail shall be \$25,000 surety and \$500 cash;
- C. For any Class A felony offense, bail shall be \$50,000 surety and \$500 cash;
- D. For any Class B felony offense, bail shall be \$20,000 surety and \$500 cash;
- E. For any Class C felony offense, bail shall be \$5,000 surety and \$500 cash;
- F. For any Class D felony offense, bail shall be \$2,000 surety and \$500 cash.

#### FELONIES (Offenses committed after June 30<sup>th</sup>, 2014)

- A. For a person charged with murder or attempted murder, a person who is a sexually violent predator under IC 35-38-1-7.5, and who is arrested or charged with the commission of an offense that would classify the person as a sex or violent offender as defined by IC 11-8-8-5, or for a person charged with Child Molesting or Child Solicitation, no bail shall be set except by a judge at a preliminary hearing;
- B. For a person charged with being a habitual offender in Levels 1 through 4, bail shall be \$20,000 surety, in addition to the bail amount for the highest level of felony charged; and for Levels 5 & 6 bail shall be \$10,000 surety, in addition to the bail amount for Levels 5 or 6.
- C. For any Level 1 felony offense, bail shall be \$50,000 surety and \$500 cash;
- D. For any Level 2 felony offense, bail shall be \$30,000 surety and \$500 cash;
- E. For any Level 3 felony offense, bail shall be \$15,000 surety and \$500 cash,
- F. For any Level 4 felony offense, bail shall be \$10,000 surety and \$500 cash;
- G. For any Level 5 felony offense, bail shall be \$5,000 surety and \$500 cash,
- H. For any Level 6 felony offense, bail shall be \$2,000 surety and \$500 cash.

#### **SECTION II. MISDEMEANORS**

A. Any person arrested for a misdemeanor offense other than battery, domestic battery, invasion of privacy, resisting law enforcement, possession of a handgun without a license, operating a vehicle while intoxicated operating with either a .08 or .15 ACE or dealing marijuana or hashish, shall be released from jail to appear in the probation department and court on that person's own recognizance, subject to the following conditions:

1. At the time such a person is released on recognizance, the person shall be required to furnish a present residential and mailing address, telephone number, social security number, and employer's name and address. The identifying data of any full-time or part-time student at Indiana University – Bloomington shall include a student's permanent address and telephone number as well as the student's local address and telephone number.
2. If the person arrested is under 21 years of age, the information shall also include parents' names, addresses, and telephone numbers.
3. If the person agrees to provide the data required in Section II, A (1), but is unable to provide a social security number, driver's

license, photo identification card, or employer information, the person may be released to the custody of a resident of Monroe County over 18 years of age who can provide such data on themselves.

4. Upon the inability or refusal to provide the information required under this Section, the person shall be held until brought before a judge.

B. A person shall not be released on recognizance and shall be held until brought before a judge if the person:

~~1. Has any conviction within the last 5 years;~~

~~2. Has failed to appear in any court within the last 5 years;~~

3. Has pending criminal charges; or

4. Is on probation or parole at the time of arrest.

C. If the provisions of this Section do not authorize the release of the person on recognizance, bail shall be as follows:

1. For any Class A misdemeanor, bail shall be \$1,000 surety and \$500 cash;

2. For any Class B misdemeanor, bail shall be \$500 surety and \$500 cash;

3. For any Class C misdemeanor, bail shall be \$500 surety and \$500 cash.

### SECTION III. MISCELLANEOUS PROVISIONS

A. Promise to Appear.

1. Any person, whether released on recognizance or bail for a misdemeanor or felony offense, shall be required to execute a written Promise to Appear in the probation department at the designated date and time. The Promise to Appear form shall be immediately forwarded to the appropriate court by the Sheriff.

B. Pretrial Assessment. Any person, whether released on recognizance or bail for a misdemeanor or felony offense, shall be required to meet with representatives of the probation department to be evaluated for pretrial services and additional bail conditions prior to being brought or appearing before a judge.

C. Conditions of Release. Any person, whether released on recognizance or bail for a misdemeanor or felony offense, shall be subject to pretrial supervision by the probation department, which may include, but is not limited to, electronic monitoring of whereabouts; daily reporting requirements; drug and alcohol testing; and/or regular meetings with an authorized representative of the probation department until released from these conditions by a judge.

D. Intoxication. No person shall be released by the Sheriff of Monroe County, regardless of the provisions of this Order, unless such person clearly manifests a state of sobriety at the time the provisions of this Order would otherwise permit release.

1. The Sheriff shall hold in custody any person who is under the influence of alcohol or controlled substances until such time it is determined, at the Sheriff's discretion, that the individual may be safely released without danger to self or others.

2. When information is available concerning the blood-alcohol content of an intoxicated person due to the administration of blood tests, breath tests, or other chemical tests, no intoxicated person shall be released by the Sheriff except as provided by IC 35-33-1-6.

3. When no information is available concerning the blood-alcohol content of a person charged with operating while intoxicated, such person shall not be released for a period of 24 hours, unless ordered by a judge.

4. When no information is available concerning the blood-alcohol content of a person charged with public intoxication, such person shall not be released for a period of 4 hours, unless ordered by a judge.

- E. No Contact Agreement. A person arrested for an offense resulting in bodily injury to a person shall not be released until 24 hours have elapsed, unless ordered by a judge. The person may then post bail:
1. Pursuant to other sections of this Bail Order; and
  2. If the person agrees in writing to have no direct or indirect contact with the victim for ten (10) days after release or until the initial hearing, whichever occurs first. At the initial hearing, a judge may reinstate or modify the condition that the defendant refrain from direct or indirect contact with the victim.

Upon refusal to sign a No Contact Agreement, the person shall be held without bail until brought before a judge.

- F. Extradition. Any person extradited to Monroe County shall be held without bail until brought before a judge.
- G. Overweight Trucking Violations. The bail schedule as set out in this Order shall not apply to trucking violations. Bail for such offenses shall be determined pursuant to the provisions of IC 9-20-18-1, et seq.
- H. Combination of Charges. If a person is charged with the commission of more than one offense arising out of a single incident, whether the offenses are felonies or misdemeanors, bail shall be in one amount for all charges, and shall be in the amount established for the most serious offense charged.
- ~~I. Double Bond. The specified surety bond for felonies or misdemeanors shall be doubled in the event the person has a pending case, has been convicted of a felony within the last 5 years, or is a habitual substance offender.~~
- J. Cash Bond. After normal business hours the Sheriff shall accept a bond made in cash or by certified check and shall issue a receipt. A cash bond must be posted in the name of the Defendant and the Defendant and each person who makes the deposit on behalf of the Defendant shall agree in writing that the court may retain all or a part of the cash to pay publicly paid costs of representation and fines, costs, fees, and restitution that the court may order the Defendant to pay if convicted. Thereafter, as soon as is practicable, the Sheriff shall deposit the cash or certified check with the Monroe County Clerk.
- K. 10% Cash Deposit or Full Cash Bond. The Clerk or Sheriff may not accept 10% cash deposit or full cash bond in lieu of the bond otherwise required herein except upon express written order of a judge. In the event a 10% cash bond is approved by a Court, the Clerk may retain as a service fee 10% of the amount deposited when the bond is released at the conclusion of the case.
- L. Probation/Parole Hold. A person charged with the commission of a crime while on probation or parole shall be held without bail until brought before a judge.
- M. Release of Bond. No cash bond may be released by the Monroe County Clerk except upon written order of a judge after judgment has been entered and any costs, fines, fees, and restitution imposed by the Court have been paid and satisfied.
- N. Amount of Bail on Warrant. If bail is set at a probable cause hearing, the amount of bail set by the judge shall be endorsed upon the arrest warrant and shall supersede conflicting provisions of this order.

**LR53-CR00-0311 PUBLIC DEFENDER APPOINTMENT**

Updated 7-1-2022

Public Defender appointments continue for 30 days beyond conviction in criminal cases or disposition in Juvenile Delinquency cases.

The Public Defender shall represent all defendants, who have not retained private counsel and who have been arrested for a misdemeanor or felony offense for the purposes of bail at initial hearings as implemented by the Monroe County Pretrial **Pilot Project Program**.

### **LR53-CR00-00317 COMMUNITY ALTERNATIVE SUPERVISION PROGRAM (CASP) PROCEDURES**

Updated 7-1-2022

The Court, noting that participation in the Community Alternative Supervision Program (CASP), including the Home Detention Program component, is contingent upon offender compliance with program rules and regulations, finds:

Pursuant to I.C. 35-38-2.5-5, program participants must have a working telephone, cellular telephone, or other wireless or cellular communications device in their home to be eligible for Home Detention. If the participant does not have a working telephone and/or a long distance carrier, cellular telephone, or other wireless or cellular communications device, the Court ORDERS that the participant shall be placed on CASP Day Reporting *without credit time* until working telephone service, cellular telephone, or other wireless or cellular communications device can be verified; or until an electronic monitoring cellular or GPS unit can be utilized for a non-violent offender with the participant paying the additional enhanced electronic monitoring daily fee.

A maximum of two (2) weeks from CASP/Home Detention Intake will be allowed for offenders to meet program guidelines for acceptance in CASP (including securing a working telephone, long distance carrier, cellular telephone, or other wireless or cellular communications device). Upon program staff verification of offender meeting program guidelines for acceptance in CASP (including securing a working telephone, cellular telephone, or other wireless or cellular communications device), the participant will begin Home Detention by the next business day if possible.

#### FAILURE TO MEET ELIGIBILITY GUIDELINES FOR CASP/HOME DETENTION PROGRAM

Program eligibility shall be determined by program staff prior to admitting participants to any level of CASP. If the participant is not eligible per prohibition by statute (excluding telephone cellular telephone, or other wireless or cellular communications device provision), the Court shall be notified immediately via e-filed memorandum by the supervising probation officer and the participant will not to be placed on the program until or unless statutory prohibitions are remedied.

If offender does not meet program guidelines for CASP/Home Detention (including telephone service, cellular telephone, or other wireless or cellular communications device, and suitable housing) within two weeks (14 days) of the CASP/Home Detention Intake appointment, program staff shall file a memorandum with the Court, advising the Court of the participant's status. If the offender in question cannot be located by program staff, the supervising probation officer shall file a Notice of Noncompliance with the Court requesting a warrant. If the offender in question is on the Day Reporting Program, program staff may bring the offender to the Duty Judge/Court to advise the Court of the offender's failure to meet program guidelines for CASP within 14 days of the CASP/Home Detention Intake.

Once advised of the offender's failure to meet program eligibility guidelines for CASP/Home Detention, the Court may:

- (1) Order the defendant to be taken into custody to serve the executed portion of sentence;
- (2) Order the defendant to be taken into custody with a status hearing to be held; or
- (3) Order the defendant to have 14 additional days on Day Reporting in order to attain eligibility.

#### EMPLOYMENT ASSISTANCE

CASP, including the Home Detention component, is designed to provide immediate employment assistance for unemployed offenders/participants, therefore being unemployed will not delay the commencement of program participation. **The supervising probation officer may place** unemployed participants ~~shall be placed~~ on CASP Home Detention with Day Reporting which requires clients to report to the Community Corrections office daily, Monday through Friday. Program staff shall verify participants' active job search. ~~Participants who remain unemployed within two weeks (14 days) of commencement of CASP Home Detention may be required to report for Road Crew, five (5) hours per day as directed, until employment is secured. If participant remains unemployed for one month, an Administrative Probation Meeting (APM) will occur or a petition will be filed with the Court to further determine the participant's status.~~

### CASP AS CONDITION OF BOND OR PRETRIAL RELEASE

If the defendant is being referred to CASP as a condition of bond and/or pretrial release, the Court should retain the defendant in the Monroe County Jail until notified that program staff has completed screening and that the defendant meets program eligibility. This initial screening process will be conducted by program staff within 2 to 4 business days of request by the Court.

### SEX OFFENDERS AND VIOLENT OFFENDERS

Pursuant to IC 35-38-2.5 a person placed on Home Detention who is deemed as a violent offender or sex offender shall be placed on GPS electronic monitoring. If the participant is a violent offender or sex offender, the supervising probation officer shall identify the participant as such in the Probation Department case management databases. The violent offender or sex offender shall also be specifically identified on the Community Corrections field officer's log sheet and also on the report sent to law enforcement agencies, which lists all Monroe County Home Detention participants.

Notification on possible GPS violations from the electronic monitoring equipment vendor will be investigated by Community Corrections staff. If a violation is verified, ~~the supervising probation officer will take corrective action up to a request for issuance of a warrant either in writing during office hours or telephonically after hours. If probable cause is found by the Court that the defendant has violated conditions of CASP Home Detention, the Monroe County Sheriff's Department and/or Monroe County Central Dispatch will be initially advised of the verified program violation.~~ Community Corrections staff will take appropriate action using progressive sanctions up to and including requesting a warrant from the Court. If a warrant is requested and subsequently ordered by the Court and the defendant's location is known, Community Corrections staff will contact Monroe County Central Dispatch to request that the warrant be served.

### DELEGATED AUTHORITY

The Monroe Circuit Court Board of Judges has delegated authority to CASP probation officers to authorize Home Detention participants to earn errand time, to be scheduled for personal errands (grocery shopping, haircuts, etc.). CASP probation officers may also grant Home Detention participants, except for persons with pending violation(s) of community supervision, earned pro-social time as an incentive after achieving at least 30 days of program compliance, including adhering to payment schedule, for approved pro-social activities at a specified location (such as attending a child's school/athletic event, family event or exercising at a fitness center) at the discretion of the Probation Department. The combined earned errand time and earned pro-social time may not exceed six (6) hours per week unless specifically approved in advance by the Court.

The Board of Judges delegates the terms of placement in Community Corrections to the Community Corrections Director, and permits the director to change the terms of placement or reassign a person in CASP. Participants may be placed on GPS, alcohol-detect electronic monitoring enhancements or other conditions with the director's approval. Participants will be responsible for paying applicable adjustments to user fees for added services.

This Order applies to persons sentenced to, or released as a condition of bond to CASP Home Detention.

### **FAMILY LAW RULES**

#### **LR53-FL00-0400 FAMILY LAW RULES SCOPE AND TITLE**

Updated 7-1-22

- A. Scope. These Rules shall apply in the Monroe Circuit Court in all domestic relations, paternity, and child support cases in the Monroe Circuit Court unless otherwise ordered by a judicial officer presiding in a specific case. These Rules are in addition to, and are not intended to replace, the Local Rules of Practice and Procedure for the Monroe Circuit Court or the Indiana Rules of Trial Procedure. In the event of a conflict of rules in a family law matter in Monroe County, these Rules shall apply. These Family Law Rules shall be effective on July 1, 2022.
- B. Title. These Rules shall be known as the "Monroe County Family Law Rules" and shall be referred to as LR53-FL00-04\*\*.
- C. Duties of Self Represented Pro se Parties and Attorneys.

1. The Monroe Circuit Court expects and requires good faith cooperation and communication between parties. This is especially important in cases involving minor children.
2. Parents shall make every reasonable effort, through discussion and communication, to reach agreements that serve the best interests of children before seeking court intervention.
3. Attorneys shall help their clients reach just agreements and shall use all available means of communication to fairly resolve disputes and misunderstandings between the parties.
4. Whenever possible opposing attorneys in a family law case should communicate with each other and with any pro se party to resolve pending matters and avoid unnecessary court action.
5. Attorneys shall at all times observe the obligation of a lawyer to maintain a professional, courteous, and civil attitude toward all persons involved in the legal system.
6. This rule is not intended to impede the obligation of an attorney to act as an advocate or to affect a lawyer's duty to act promptly and diligently in the representation of a family law client.

#### **LR53-FL00-0401 SELF-REPRESENTED LITIGANTS**

Updated 7-1-22

A. The same court rules apply to parties who are represented by lawyers and to parties who represent themselves. Applicable rules include not only these rules, but also rules such as the Indiana Rules of Trial Procedure, Indiana Rules of Alternative Dispute Resolution, Access to Court Records Rules, Indiana Administrative Rules, and others. The court is required to hold all parties to the same standards.

B. Self-Represented parties are required to file appropriate pleadings to initiate court action. The court will accept pleadings on forms approved by the Indiana Supreme Court, (<https://indianalegalhelp.org/>) The court has the discretion to reject incomplete pleadings and other pleadings that do not satisfy Indiana law.

C. Any document filed with the court shall at a minimum, contain a "certificate of service" that states that the document was provided to the other party(ies); the method of sending the document to the other party(ies); and the date of delivery.

#### **LR53-FL00-0404 PRELIMINARY HEARINGS**

Updated 7-1-2019

~~At or after the filing of a Petition for Dissolution of Marriage, a party may request a hearing on temporary maintenance, child support, child custody, possession of marital property, or counseling. The motion shall follow the requirements of the statute (IC 31-15-4) and be accompanied by an affidavit setting forth the factual basis for the relief requested.~~

#### **LR53-FL00-0406 CONTINUANCES**

Updated 7-1-22

A. Information in Motion. A motion to continue a hearing or trial shall contain the following:

1. The date and time of the hearing or trial for which a continuance is sought;
2. The reason for the continuance;
3. A good-faith estimate of the time needed for such hearing or trial when rescheduled;
4. The date and time opposing counsel/party was notified that the party would be seeking a continuance;
5. Whether opposing counsel /party agrees with or objects to the continuance; and
6. Contact information, including at least one telephone number, for any unrepresented opposing party, or an explanation of why that information is not available on diligent inquiry.

B. Continuances Sought for Conflicts:

1. Scheduling Conflicts. A motion for continuance based upon a scheduling conflict with a previously scheduled vacation shall state the date the vacation was set. A motion for continuance based upon a scheduling conflict with another case shall specify the other case name and number, the date on which the conflicting hearing or trial date was set by the other court, and the type of hearing or trial. Any such motion for continuance shall be filed within 7 days of the scheduling conflict becoming apparent.
2. Objections: If there is an objection to a continuance, the objecting party may ask the court to set a telephone conference to consider the objection.

C. Time for Ruling

1. If the Motion states that it is unknown whether there is an objection, or that the other party does object, then the Court shall hold the Motion for **four two** business days before ruling, to give the other parties a chance to file any objections.
2. If the Motion is made on an emergency basis, such as illness or unforeseen other emergency of the party, counsel, or a witness, the Court need not wait **four two** business days to rule.

**LR53-FL00-0407—SUBMISSION OF AGREEMENTS**

—Updated 7-1-2019

**Written Agreements and Orders Required. No agreed matter shall be submitted unless accompanied by an agreement signed by both parties and a proposed order or decree.**

**LR53-FL00-0408 CHILD SUPPORT**

Updated 7-1-22

- A. Worksheet Required. In all proceedings involving child support, each party shall include at least one Indiana Child Support Obligation Worksheet filed with every agreed order, and brought as an exhibit at every hearing or trial. Child support rules are available at: [https://www.in.gov/judiciary/rules/child\\_support/](https://www.in.gov/judiciary/rules/child_support/) and a Child Support Calculator is available at: <http://mycourts.in.gov/CSC/Parents/Default.aspx>
- B. Deviations from Child Support Guidelines If an agreed amount of child support deviates from the amount shown on the Worksheet, the agreement shall set out the reasons for the deviation.
- C. Income Withholding Order Required. In all proceedings involving child support, the Income Withholding Order required by IC 31-16-15-0.5 shall be submitted to the court with any agreement or proposed order. A blank order may completed and printed at [https://www.acf.hhs.gov/sites/default/files/ocse/omv\\_o970-0154.pdf](https://www.acf.hhs.gov/sites/default/files/ocse/omv_o970-0154.pdf) <https://www.acf.hhs.gov/css/form/income-withholding-support-iwo-form-instructions-sample> . The Family Court Mediation Project and IU Family & Children Mediation Clinic are exempt from the requirement to file Income Withholding Orders with the cases they mediate.
- D. Child Support Arrearage Calculation Form. In all hearings involving a child support arrearage, including contempt hearings, the party alleging the child support arrearage shall file a completed Child support Arrearage Calculation Form with the court at the hearing. A sample form is located at Appendix D to these Rules. Parties submitting an agreement need not complete the arrearage calculation form but should include information about the arrearage calculation in their agreement.
- E. Child Support Tracking. In order to build a child support case, the Clerk’s office must have certain information, as shown below. The information must be filed as a confidential document. The Monroe County Appearance Form contains the needed blanks and is attached as Appendix C:**

1. **Name of each parent and each child**
2. **Social Security number of each parent and each child**
3. **Date of Birth of each parent and each child**
4. **Race of each parent and each child**
5. **Gender of each child**

**LR53-FL00-0409 CHILDREN IN FAMILY LAW CASES**

Updated 7-1-22

- A. The best interest of **minor** children of ~~divorcing parents and~~ parents involved in dissolution and paternity proceedings will be served by requiring parental participation in ~~either an online education seminar called “Up to Parents” or an in-person seminar called “Children Cope with Divorce.” Parties may select another program only with prior approval of the Court.~~ **parent education classes that have scientific evidence of program benefit to the family beyond party reports of satisfaction**

**with the class. This rule shall be updated periodically as the Court receives new scientific evidence about programs that fulfill this requirement.**

1. ~~Up to Parents may be reached at <https://uptoparents.org/>~~
2. ~~Children Cope with Divorce may be reached at <https://www.fanciscanhealth.org/health-care-services/children-cope-with-divorce-102>~~

**B. The currently-approved parent education classes are (in no particular order):**

1. **New Beginnings**  
<https://divorceandparenting.com/>
2. **Children in Between**  
<https://online.divorce-education.com/>
3. **Two Families Now**  
<https://www.twofamiliesnow.com/>

**C. Required Participation: Both parents in initial dissolution cases and initial juvenile paternity cases involving children under the age of 18 years shall participate in either Up to Parents or Children Cope with Divorce prior to final hearing in one of the above parent education classes prior to the Court approving any agreement or issuing an order. The parents shall take the same class. They shall confer and agree on which class they will take. If they cannot agree, the parents may submit the issue to the Court for a decision.**

**D. Fees. Each parent is responsible for that any fee for that parent's education class, although though an allowance for an indigent fee waiver may be available from each provider.**

**E. Resources in Cases Involving Risk to Child Safety. If either party alleges that parenting time presents a risk to the physical safety or emotional endangerment of the child, the parties may request the appointment of, or the Court may on its own motion appoint, a Guardian ad Litem or Custody Evaluator. The request shall contain the availability, name, address, and phone number of the recommended professional and the cost of services, and how the party proposes that costs will be divided. Parties of limited means may request a Civil Investigation to be conducted by a juvenile probation officer.**

### **LR53-FL00-0410 FINANCIAL INVENTORY & DECLARATION**

Updated 7-1-22

**A. Financial Inventory. The Financial Inventory, at Appendix E, can be used by almost all self-represented litigants and is designed to be easy-to use. If the litigant is not eligible to use the Inventory per the questions on the front page of the Inventory, that litigant shall use the Financial Declaration.**

**B. Financial Declaration. The Financial Declaration, at Appendix F, is designed to be complete and thorough for all financial situations.**

**C. Required Exchange: In a dissolution of marriage or legal separation case, both parties must complete one of the Financial Inventory or Financial Declaration attached at Appendix E and F and shall exchange at least seven (7) days prior to any mediation or final hearing. Additionally, either party may request completion through discovery, and discovery deadlines would apply. The State of Indiana, when it is a party for child support purposes, is exempted from this requirement. No court order for such exchange shall be required.**

**D. Waiver: The parties may waive the exchange of the Inventory or Declaration as part of an agreement. If the parties have a final hearing, they may not waive the exchange.**

**E. Required Exhibit: The parties shall each bring their Inventory or Declaration as an exhibit to the final hearing.**

F. Supporting Documents. For the purpose of providing a full and complete verification of assets, liabilities, and values, at the time of the initial exchange, each party shall attach the supporting information that is reasonably available. "Reasonably available" means material ~~which that~~ may be obtained by letter accompanied with an authorization, but does not mean material that must be subpoenaed, or is in the possession of the other party. Appraisals of real estate and pensions, or of personal property such as jewelry, antiques, or special collections (i.e. stamps, coins, or guns), are not required. However, once an appraisal is obtained, it must be exchanged. Any language in these rules referring to the Inventory or Declaration means the form itself AND all supporting documents.

G. Updates: If, after a party has exchanged a verified Inventory or Declaration, that party discovers information not previously exchanged, that party shall A) informally provide such updates to the other party as quickly as feasible and B) provide an updated and verified form as soon thereafter as practical to the other party.

H. Admissibility:

1. An exchange of the Inventory or Declaration between the parties prior to filing the document in court represents negotiations.  
2. Unless a party makes a specific objection to the admission of the other party's completed Financial Inventory or Declaration, it shall be admitted into evidence. Any objection shall be made only to that part of the other party's completed Financial Inventory or Declaration that is deemed objectionable and not to the entire completed Inventory or Declaration. A party does not waive the right to challenge the accuracy of the other party's completed Inventory or Declaration by failing to object to its admissibility.

I. Mandatory Discovery: The exchange of the Inventory constitutes mandatory discovery; thus, Indiana Trial Rule 37 sanctions may apply. Additionally, pursuant to Indiana Trial Rule 26(E)(2) and (3), the form must be supplemented if additional material becomes available.

J. Confidentiality: Financial Inventories and Declarations may be withdrawn by the parties at the conclusion of the case with the agreement of all parties and the approval for the judge presiding in the case. Financial Inventories and Declarations and any supporting documents shall be maintained as confidential documents pursuant to Access to Court Records 5.

#### **~~LR53-FL00-0411 TEMPORARY RESTRAINING ORDERS~~**

~~Temporary restraining orders will be issued only in strict compliance with Trial Rule 65 (B).~~

#### **LR53-FL00-0412 CONTEMPT ACTIONS**

All petitions for contempt shall state the date of each order and the specific provisions thereof that are violated. The petition for contempt must be signed, state whether incarceration is a requested remedy, and must be in compliance with IC 34-47-3-5.

**If incarceration is a requested remedy in the Motion for Rule to Show Cause, the person against whom contempt is being alleged shall bring counsel to the hearing or shall ask for appointment of a public defender at least ten days in advance of the hearing.**

APPENDIX C

{Caption}

ACKNOWLEDGMENT OF RECEIPT OF  
INDIANA PARENTING TIME GUIDELINES

~~\_\_\_\_\_ The Petitioner and the Respondent acknowledge that they have received a copy of the Indiana Parenting Time Guidelines consisting of 24 typewritten pages as adopted by the Indiana Supreme Court on with an effective date of August 26, 2013.~~

~~\_\_\_\_\_ Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.~~

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

ACKNOWLEDGMENT OF USE

~~\_\_\_\_\_ The parties further acknowledge that they have made reference to these Parenting Time Guidelines in the entry submitted in this cause and that these Guidelines will be used by the parties for the purpose of parenting time and in the resolution of any disputes on parenting time issues until further order of the Court.~~

~~Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.~~

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

APPENDIX C

---CONFIDENTIAL AND NOT FOR PUBLIC ACCESS---

STATE OF INDIANA  
COUNTY OF MONROE

)  
)SS:  
)

IN THE MONROE CIRCUIT COURT  
CAUSE NO. 53C0 - -

PETITIONER,

AND

RESPONDENT.

CONFIDENTIAL ATTACHMENT FOR CHILD SUPPORT

If there are child support issues involved in this case, please complete this page as well. This information is necessary for child support purposes. This page needs to be filed with the Court but does NOT need to be given to any other party.

1. My name is: \_\_\_\_\_ and my information follows:

<u>DOB</u>	<u>Sex</u>	<u>Race</u>	<u>SSN</u>	<u>Employer</u>	<u>Employer's Address</u>

2. The other parent's name is \_\_\_\_\_ and their information follows:

<u>DOB</u>	<u>Sex</u>	<u>Race</u>	<u>SSN</u>	<u>Employer</u>	<u>Employer's Address</u>

3. The following are the minor children involved in this case:

<u>Name</u>	<u>DOB</u>	<u>Sex</u>	<u>Race</u>	<u>SSN</u>

Respectfully Submitted,

/s/ Signature (or you may type your name)

**APPENDIX E**

**MONROE CIRCUIT COURT FAMILY LAW RULES  
~~FINANCIAL-DECLARATION~~INVENTORY FORM**

ALL PARTIES, INCLUDING PARTIES NOT REPRESENTED BY COUNSEL, ARE REQUIRED TO COMPLY WITH THE FAMILY LAW RULES AND TO COMPLETE AND EXCHANGE THIS FORM.

THIS ~~DECLARATION~~ INVENTORY IS MANDATORY DISCOVERY AND MUST BE COMPLETED AND PROVIDED TO THE OTHER PARTY WITHIN THE TIME PRESCRIBED BY MONROE COUNTY FAMILY LAW RULE LR53-FL00-0410.

FAILURE BY A PARTY TO COMPLETE, EXCHANGE, AND FILE THIS FORM AS REQUIRED MAY RESULT IN THE IMPOSITION OF COSTS, ATTORNEY FEES, AND OTHER SANCTIONS DETERMINED BY THE COURT.

A “LIVE” VERSION OF THE FINANCIAL ~~DECLARATION~~ INVENTORY FORM IS AVAILABLE AT: [www.co.monroe.in.us](http://www.co.monroe.in.us) Choose the Justice tab, Monroe Circuit Court, and select Divorce/Child Support. [A password is not required- click the “read only” box.](#)

**APPENDIX F**

**INCOME WITHHOLDING FOR SUPPORT**

- ORIGINAL INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO)
- AMENDED IWO
- ONE-TIME ORDER/NOTICE FOR LUMP-SUM PAYMENT
- TERMINATION of IWO \_\_\_\_\_ Date: \_\_\_\_\_

Child Support Enforcement (CSE) Agency  Court  Attorney  Private Individual/Entity  
(Check One)

**NOTE:** This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions <http://www.acf.hhs.gov/programs/cse/newhire/employer/publication/publication.htm#forms>). If you receive this document from someone other than a State or Tribal CSE agency or a Court, a copy of the underlying order must be attached.

State/Tribe/Territory \_\_\_\_\_ Remittance Identifier (include w/payment) \_\_\_\_\_  
City/County/Dist./Tribe \_\_\_\_\_ Order Identifier \_\_\_\_\_  
Private Individual/Entity \_\_\_\_\_ CSE Agency Case Identifier \_\_\_\_\_

RE: _____	
Employer/Income Withholder's Name _____	Employee/Obligor's Name (Last, First, Middle) _____
Employer/Income Withholder's Address _____	Employee/Obligor's Social Security Number _____
_____	Custodial Party/Obligee's Name (Last, First, Middle) _____
Employer/Income Withholder's FEIN _____	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
Child(ren)'s Name(s) (Last, First, Middle) _____	
Child(ren)'s Birth Date(s) _____	
_____	
_____	
_____	

**ORDER INFORMATION:** This document is based on the support or withholding order from \_\_\_\_\_ (State/Tribe).

You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ \_\_\_\_\_ Per \_\_\_\_\_ current child support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due child support - **Arrears greater than 12 weeks?**  Yes  
 No

\$ \_\_\_\_\_ Per \_\_\_\_\_ current cash medical support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due cash medical support

\$ \_\_\_\_\_ Per \_\_\_\_\_ current spousal support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due spousal support

\$ \_\_\_\_\_ Per \_\_\_\_\_ other (must specify) \_\_\_\_\_.

for a **Total Amount to Withhold** of \$ \_\_\_\_\_ per \_\_\_\_\_.

**AMOUNTS TO WITHHOLD:** You do not have to vary your pay cycle to be in compliance with the *Order Information*. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ \_\_\_\_\_ per weekly pay period \_\_\_\_\_

\$ \_\_\_\_\_ per semimonthly pay period (twice a month)

\$ \_\_\_\_\_ per biweekly pay period (every two weeks) \_\_\_\_\_

\$ \_\_\_\_\_ per monthly pay period

\$ \_\_\_\_\_ **Lump Sum Payment:** Do not stop any existing IWO unless you receive a termination order.

**REMITTANCE INFORMATION:** If the employee/obligor's principal place of employment is (State/Tribe), you must begin withholding no later than the first pay period that occurs \_\_\_\_\_ days after the date of \_\_\_\_\_. Send payment within \_\_\_\_\_ working days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold up to % of disposable income for all orders. If the employee/obligor's principal place of employment is not (State/Tribe), obtain withholding limitations, time requirements, and any allowable employer fees at <http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact> for the employee/obligor's principal place of employment.

For electronic payment requirements and centralized payment collection and disbursement facility information (State Disbursement Unit [SDU]), see <http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact>

Include the **Remittance Identifier with the payment** and if necessary this FIPS code: \_\_\_\_\_.

**Remit payment to** \_\_\_\_\_ (SDU/Tribal Order Payee)  
at \_\_\_\_\_ (SDU/Tribal Payee Address)

**Return to Sender [Completed by Employer/Income Withholder].** Payment must be directed to an SDU in accordance with 42 USC §666(b)(5) and (b)(6) or Tribal Payee (see Payments to SDU below). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you *must* check this box and return the IWO to the sender.

Signature of Judge/Issuing Official (if required by State or Tribal law): _____
Print Name of Judge/Issuing Official: _____
Title of Judge/Issuing Official: _____
Date of Signature: _____

If the employee/obligor works in a State or for a Tribe that is different from the State or Tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

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### **ADDITIONAL INFORMATION FOR EMPLOYERS/INCOME WITHHOLDERS**

State-specific contact and withholding information can be found on the Federal Employer Services website located at:

[http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact\\_map.htm](http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact_map.htm)

**Priority:** Withholding for support has priority over any other legal process under State law against the same income (USC 42 §666(b)(7)). If a Federal tax levy is in effect, please notify the sender.

**Combining Payments:** When remitting payments to an SDU or Tribal CSE agency, you may combine withheld amounts from more than one employee/obligor's income in a single payment. You must, however, separately identify each employee/obligor's portion of the payment.

**Payments To SDU:** You must send child support payments payable by income withholding to the appropriate SDU or to a Tribal CSE agency. If this IWO instructs you to send a payment to an entity other than an SDU (e.g., payable to the custodial party, court, or attorney), you must check the box above and return this notice to the sender. Exception: If this IWO was sent by a Court, Attorney, or Private Individual/Entity and the initial order was entered before January 1, 1994 or the order was issued by a Tribal CSE agency, you must follow the "Remit payment to" instructions on this form.

**Reporting the Pay Date:** You must report the pay date when sending the payment. The pay date is the date on which the amount was withheld from the employee/obligor's wages. You must comply with the law of the State (or Tribal law if applicable) of the employee/obligor's principal place of employment regarding time periods within which you must implement the withholding and forward the support payments.

**Multiple IWOs:** If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to Federal, State, or Tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support. Follow the State or Tribal law/procedure of the employee/obligor's principal place of employment to determine the appropriate allocation method.

**Lump Sum Payments:** You may be required to notify a State or Tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments.

**Liability:** If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by State or Tribal law/procedure.

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**Anti-discrimination:** You are subject to a fine determined under State or Tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO.

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**Withholding Limits:** You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) (15 U.S.C. 1673(b)); or 2) the amounts allowed by the State or Tribe of the employee/obligor's principal place of employment (see *REMITTANCE INFORMATION*). Disposable income is the net income left after making mandatory deductions such as: State, Federal, local taxes; Social Security taxes; statutory pension contributions; and Medicare taxes. The Federal limit is 50% of the disposable income if the obligor is supporting another family and 60% of the disposable income if the obligor is not supporting another family. However, those limits increase 5% - to 55% and 65% - if the arrears are greater than 12 weeks. If permitted by the State or Tribe, you may deduct a fee for administrative costs. The combined support amount and fee may not exceed the limit indicated in this section.

For Tribal orders, you may not withhold more than the amounts allowed under the law of the issuing Tribe. For Tribal employers/income withholders who receive a State IWO, you may not withhold more than the lesser of the limit set by the law of the jurisdiction in which the employer/income withholder is located or the maximum amount permitted under section 303(d) of the CCPA (15 U.S.C. 1673 (b)).

Depending upon applicable State or Tribal law, you may need to also consider the amounts paid for health care premiums in determining disposable income and applying appropriate withholding limits.

**Arrears greater than 12 weeks?** If the *Order Information* does not indicate that the arrears are greater than 12 weeks, then the Employer should calculate the CCPA limit using the lower percentage.

**Additional Information:** \_\_\_\_\_

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**NOTIFICATION OF EMPLOYMENT TERMINATION OR INCOME STATUS:** If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, an employer must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the Contact Information below:

This person has never worked for this employer nor received periodic income.

This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: \_\_\_\_\_ Last known phone number: \_\_\_\_\_

Last known address: \_\_\_\_\_  
\_\_\_\_\_

Final payment date to SDU/ Tribal Payee: \_\_\_\_\_ Final payment amount: \_\_\_\_\_

New employer's name: \_\_\_\_\_

New employer's address: \_\_\_\_\_  
\_\_\_\_\_

**CONTACT INFORMATION:**

**To Employer/Income Withholder:** If you have any questions, contact \_\_\_\_\_ (Issuer name)  
by phone at \_\_\_\_\_, by fax at \_\_\_\_\_, by email or website at \_\_\_\_\_.

Send termination/income status notice and other correspondence

to: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Issuer address).

**To Employee/Obligor:** If the employee/obligor has questions, contact \_\_\_\_\_ (Issuer name)  
by phone at \_\_\_\_\_, by fax at \_\_\_\_\_, by email or website at \_\_\_\_\_

**APPENDIX F**

**MONROE CIRCUIT COURT FAMILY LAW RULES**  
**FINANCIAL DECLARATION FORM**

**ALL PARTIES, INCLUDING PARTIES NOT REPRESENTED BY COUNSEL, ARE REQUIRED TO COMPLY WITH THE FAMILY LAW RULES AND TO COMPLETE AND EXCHANGE THIS FORM.**

**THIS DECLARATION IS MANDATORY DISCOVERY AND MUST BE COMPLETED AND PROVIDED TO THE OTHER PARTY WITHIN THE TIME PRESCRIBED BY MONROE COUNTY FAMILY LAW RULE LR53-FL00-0410.**

**FAILURE BY A PARTY TO COMPLETE, EXCHANGE, AND FILE THIS FORM AS REQUIRED MAY RESULT IN THE IMPOSITION OF COSTS, ATTORNEY FEES, AND OTHER SANCTIONS DETERMINED BY THE COURT.**

**A “LIVE” VERSION OF THE FINANCIAL DECLARATION FORM IS AVAILABLE AT: [www.co.monroe.in.us](http://www.co.monroe.in.us) Choose the Justice tab, Monroe Circuit Court, and select Divorce/Child Support. A password is not required- click the “read only” box.**

## **FAMILY COURT RULES**

### *LR53-FC00-0600 – DEFINITIONS*

A. ~~Family Court.~~ “Family Court” is the court, or courts, before which cases involving a family or household are linked together for purposes of case coordination. The individual cases maintain their separate integrity and separate docket number, but may be given a common family court designation. The individual cases may all be transferred to one judge, or may remain in the separate courts in which they were originally filed.

B. ~~Family Court Proceeding.~~ A “Family Court Proceeding” is comprised of the individual cases of the family or household which have been assigned to Family Court.

### *LR53-FC00-0601 – EXERCISE OF JURISDICTION*

The Family Court may exercise jurisdiction over any case involving the family at the same time it exercises jurisdiction over a juvenile case (Child in Need of Services, Delinquency, Status, and Paternity) involving the family.

### *LR53-FC00-0603 – DESIGNATION OF FAMILY COURT CASE AND CHANGE OF JUDGE*

A. Once notice is sent to the parties that a case has been selected for Family Court, no motion for change of venue from the judge may be granted except to the extent permitted by Indiana Trial Rule 76.

B. Within 10 days after notice is sent that a case has been selected for Family Court, a party may object for cause to the Family Court designation.

C. A motion for change of venue from the judge in any matters arising in the Family Court proceeding or any future cases joined in the Family Court proceeding after the initial selection of cases, shall be granted only for cause.

D. If a special judge is appointed, all current and future cases in the Family Court proceeding may be assigned to the special judge.

### *LR53-FC00-0604 – JUDICIAL NOTICE AND ACCESS TO RECORDS*

A. ~~Notice of Case Assignment.~~ Within a reasonable time after a case is assigned to Family Court, the court shall provide to all parties in the Family Court proceeding a list of all cases that have been assigned to that Family Court proceeding.

B. ~~Judicial Notice.~~ Any court having jurisdiction over a case assigned to Family Court may take judicial notice of any relevant orders or Chronological Case Summary (CCS) entry issued by any Indiana Circuit, Superior, County, or Probate Court.

1. If a court takes judicial notice of:

a. A court order, the court shall provide a copy of that court order; or

b. A CCS or CCS entry(s), the court shall provide a copy of the entire CCS.

2. The court shall provide copies of the order or CCS to the parties to the case at or before the time judicial

notice is taken.

~~C. — Access to Records. Parties to a Family Court proceeding shall have access to all cases within the Family Court proceeding, with the exception of confidential cases or records to which they are not a party. Parties may seek access to the confidential cases or records in another case within the Family Court proceeding in which they are not a party, by written petition based on relevancy and need. Confidential records shall retain their confidential status and the Family Court shall direct that confidential records not be included in the public record of the proceedings.~~

#### **LR53-JR00-0500 JURY MANAGEMENT**

Updated 7-1-2022

- A. A two tier notice and summons, consistent with Jury Rule 4(b), shall be used by the Jury Coordinator.
- B. Juror questionnaires shall be handled in accordance with Jury Rule 10 and Access to Court Records Rule 5. Juror questionnaires shall not be re-copied, duplicated or distributed by counsel or the parties, and shall be returned to the Court at the conclusion of trial in order to safeguard juror privacy.
- C. The Judge or Court Reporter in each division will inform the Jury Coordinator of the status of scheduled jury trials.
- D. The Jury Coordinator will use the jury message line or the Text/Email Notification on a daily basis to indicate to jurors the status of trials. Jurors are instructed to call the jury message line after 7 pm during their scheduled weeks of service, if they did not sign up for the Text/Email Notification.
- E. If a jury is canceled after work hours (including a weekend or holiday), the Judge or Court Reporter will call the Office of Court Services staff at home in order to change the jury message line, and to send out a cancellation notification by text/email.
- F. Meals for jurors will be provided on the last day of trial immediately prior to or during deliberations.
- G. Miscellaneous civil files will be opened for individuals who fail to comply with jury service.
- H. The Office of Court Services staff will provide the Judge with the names and addresses of those individuals who fail to comply. A 15-minute rule to show cause hearing will be set. The Office of Court Services staff will prepare the rule to show cause order and file it in the Clerk's Office with a judge's cause number which will be recorded in the Miscellaneous Civil Book. The caseload will not be affected.

#### **SMALL CLAIMS PROCEDURES**

##### **LR53-SC00-0700 SCOPE**

- A. Scope. These rules shall govern the procedure and practice of ~~Small Claims Division~~ small claims cases in the Monroe Circuit Court.
- B. Citation. These rules may be cited as LR53-SC00-07 \*-
- C. Conflict of Rules. All cases in the Monroe County Small Claims Court shall be governed by the Indiana Small Claims Rules and by the Local Rules set forth here. In instances where the Local Rules conflict with the Indiana Small Claims Rules, the Indiana Rules shall control. If there is not a Small Claims Rule applicable to the situation, the Indiana Rules of Trial Procedure apply.

##### **LR53-SC00-0701 COMMUNICATIONS WITH THE COURT**

- A. Written Communications. Any matter communicated to the court outside of the courtroom must be in writing, and signed, by the communicating party and served on all other parties to the case. Many court forms are available at [www.indianalegalhelp.org](http://www.indianalegalhelp.org) but no special form is needed.

B. Case Identification ~~and Duty to Serve~~. The communication shall contain the case number, ~~of the case which generally begins with "53C0."~~

C. Duty to Serve. The person filing the communication shall certify in writing that they have sent a copy of the communication to all parties, including the date it was sent to each other party, the method of sending, and the exact address it was sent to. If that party accepts or the court has approved email service or fax service, then the certification shall include the email address or fax number. For example:

CERTIFICATE OF SERVICE

I certify that on date \_\_\_\_\_, I sent a copy of this document to all other parties in this case, as shown below:

Party A's Name  
Street Address  
City, ST ZIP

Party B's Name  
Fax Number: (812) 555-5555

Party C's Name  
Email: [partyc@fakeemail.fake](mailto:partyc@fakeemail.fake)

/s/  
Printed Name of Party sending the copies

D. Appearance by Spouse. Except as otherwise ordered by the Court, when legally married spouses are co-plaintiffs or co-defendants in a case, the appearance of one (1) spouse at a hearing shall be considered and treated as if both spouses are present. The appearing spouse shall verify under oath that no one has filed a divorce or legal separation case and that the spouses are living together.

E. Unrepresented Party's Current Addresses. The Court sends Notices and Orders to the most recent address provided by each party. An unrepresented party is solely responsible to keep their address updated in each case in which they are a party.

**LR53-SC00-0702 SCHEDULING**

A. Initial Hearing. Upon the filing of a complaint, **the Clerk of Court or the Court shall schedule** an initial hearing. Parties are not expected to be fully prepared for trial at the initial hearing but must be prepared to present a prima facie (**summary**) case through direct testimony or affidavit in the event an opposing party fails to appear, in accordance with Indiana Small Claims Rule 10(b). **If permitted by rule or order of the Indiana Supreme Court, and at the discretion of the court, initial hearings may be held by video conference. The failure to appear at an initial hearing shall result in a judgment being entered upon the presentation of a prima facie case by the claimant present. If the plaintiff fails to appear at the time and place specified for the trial, or for any continuance thereof, the court may dismiss the action without prejudice.**

B. Contested Hearing. If both parties appear at the initial hearing, the judge shall encourage the parties to resolve their dispute. If the parties are unable to achieve a resolution, they shall inform the judge of the need to schedule a trial and indicate the amount of time needed to present their respective cases.

C. Waiver of Initial Hearing. If the parties know prior to the initial hearing that the matter will be contested, a motion may be filed to vacate the initial hearing and schedule a contested hearing. The motion shall estimate the time needed to present the petitioner's case-in-chief and the time needed to present the case in opposition if that can be reasonably ascertained.

#### **LR53-SC00-0703 CONTINUANCES**

A. ~~Written Motion Required. Continuance may be granted only upon good cause shown in a written motion signed by the moving party. A copy of motion must be mailed or delivered to the opposing party by the party requesting the continuance. Parties who wish to delay (continue) a hearing should file a written Motion to Continue as soon as they know that the hearing date presents a problem. The court will consider written, signed, and served Motions to Continue if a good reason is provided for the delay.~~

B. ~~Advance Notice. A continuance will not be granted for any request filed within 72 hours of the trial unless the opposing party agrees to the continuance or the judge determines a continuance is necessary.~~

#### **LR53-SC00-0704 DISCOVERY**

A. ~~Prior Informal Discovery Required. The parties must pursue informal discovery prior to petitioning the court for an order compelling discovery.~~

B. ~~Relevant Formal Discovery. Upon a showing that informal discovery has failed and that the discovery requested is relevant and not unduly burdensome, the court may grant an order compelling discovery.~~

Upon a written, signed, and served Motion to Permit Discovery, the court may grant an order permitting discovery, which would then proceed as per the Indiana Rules of Trial Procedure and any applicable local rules.

#### **LR53-SC00-0705 DISMISSAL OF ACTIONS**

A. ~~Motion Required. A claim, counterclaim, or cross-claim may be dismissed by the moving party filing a written pleading at any time before judgment.~~

B. ~~Dismissals. If a counterclaim or cross-claim has been filed, the dismissal of the original claim will not result in the cancellation of the hearing unless the counterclaim or cross-claim has also been dismissed.~~

#### **LR53-SC00-0706 PROCEEDINGS SUPPLEMENTAL/WRITS OF ATTACHMENT COLLECTING A JUDGMENT**

A. ~~Timing. A prevailing party may file a motion for proceedings supplemental after entry of the judgment in the Clerk's Record of Judgments and Orders. The judgment creditor must be present to enforce a monetary judgment.~~

B. ~~Change of Circumstances. After a determination by the court that there is no income or property which may be applied to the judgment, the case will be re-docketed for proceeding supplemental only if the judgment creditor can show that income or property has been discovered which may be applied to the judgment.~~

C. ~~Service of Process.~~

1. ~~The filer shall send an order to appear for supplemental proceeding hearing to a judgment defendant by first class mail, postage prepaid, pursuant to Indiana Trial Rules 5 and 69(E).~~

2. ~~If a judgment defendant fails to appear at the supplemental proceeding hearing, the court may issue a garnishment order.~~

3. ~~If a judgment defendant fails to appear at the supplemental proceeding hearing, the court shall, upon request of the judgment plaintiff, set the case for a rule to show cause hearing.~~

4. ~~An order to appear for a rule to show cause hearing shall be served upon a judgment defendant by the Sheriff. If a Sheriff service fee has not been previously paid, the judgment plaintiff shall pay the Sheriff service fee within thirty (30) days.~~

5. ~~If a judgment defendant fails to appear at a rule to show cause hearing after having been served with an order to appear, the court may issue a writ of attachment.~~

- A. **Proceeding Supplemental.**
1. **If the debtor has not paid a judgment within 45 days, the creditor may file a Motion for Proceeding Supplemental with the Court.**
  2. **At the Proceeding Supplemental, the parties may discuss whether the debtor is indigent (unable to pay); can agree to a payment plan or garnishment; or has assets that may be applied to the judgment. Any agreement must also include a signed and completed Notice of Exemption Rights as provided in the Indiana Small Claims Manual.**
  3. **After a determination by the court that there is no income or property that may be applied to the judgment, the case will be re-docketed for proceeding supplemental only if the judgment creditor can show that income or property has been discovered which may be applied to the judgment.**
  4. **If a judgment defendant fails to appear at the supplemental proceeding hearing, the court shall, upon request of the judgment plaintiff, set the case for a Contempt Hearing, for another Proceeding Supplemental, or may dismiss collections efforts at that time.**
- B. **Contempt Hearing.**
1. **For a Debtor's first Contempt Hearing on a case, the Court shall have service provided by Sheriff. If a Sheriff service fee has not been previously paid, the judgment plaintiff shall pay the Sheriff service fee within thirty (30) days.**
  2. **For a Debtor's second or subsequent Contempt Hearing on a case, the Creditor shall serve the Debtor personally (according to the requirements of Trial Rule 64(A)(2)(a)).**
  3. **If the debtor appears at the Contempt Hearing, the parties may discuss whether the debtor is indigent (unable to pay), can agree to a payment plan or garnishment, or has assets that may be applied to the judgment. Any agreement must also include a signed and completed Notice of Exemption Rights as provided in the Indiana Small Claims Manual.**
  4. **If the debtor fails to appear at the Contempt Hearing and has been personally served as described in Trial Rule 64(A)(2)(a), the Court may issue a Writ of Body Attachment.**

**LR53-SC00-0707 REQUIREMENTS FOR GARNISHMENT ORDER**

**The Court shall not issue an order garnishing a debtor's wages or other property without the following:**

- A. **An active proceeding supplemental as to the judgment debtor or waiver of notice by the judgment debtor;**
- B. **Proof of service on the garnishee defendant of the proceedings supplemental or interrogatories as laid out in Indiana Small Claims Rule 3;**
- C. **Verification of the judgment debtor's employment by answered interrogatories or other credible evidence, or the failure of the garnishee defendant to answer interrogatories regarding the judgment debtor's employment; and**
- D. **If the creditor is seeking a bank account hold, verification of the judgment debtor's ownership interest in a bank account by answered interrogatories or other credible evidence, or the failure of the garnishee defendant to answer interrogatories regarding the judgment debtor's bank account.**

**LR53-SC00-0708 LR53-SC00-0707 BANKRUPTCY STAY**

Any party seeking a stay of the proceedings as a result of a bankruptcy proceeding shall petition the court, attaching to the petition a copy of the Bankruptcy Cover Petition and the Schedule of Creditors.

**LR53-SC00-0709 ATTORNEY FEES**

- A. **Rebuttable Presumption. There shall be a rebuttable presumption that a reasonable attorney fee is twenty-five percent (25%) of the judgment. A party who seeks a presumptive attorney fee award shall not be required to submit an attorney fee affidavit in support of the request.**
- B. **Fees in Excess of Presumptive Amount. A party seeking attorney fees is not limited to the presumptive attorney fees set out above and may request attorney fees in excess of the presumptive amount by submitting an attorney fee affidavit that itemizes the services rendered, the actual time spent performing those services, and the hourly rate requested. In determining the amount of attorney fees to be awarded, the Court shall consider the time reasonably and actually expended in the case at the time the request is heard or decided, the amount of the fee in relation to the principal amount of damages sought, the factors enumerated in Rule 1.5 of the Indiana Rules of Professional Conduct, and any other circumstance bearing on the reasonableness of the fee.**

**LR53-SC00-0710 RELEASE OF JUDGMENTS**

**The Creditor shall file a Release of Judgment within ten (10) days after the opposing party has paid a judgment in full.**

**LR53-SC00-0711 EVICTION & DAMAGES CASES**

**A. Claims for Damages. All claims for damages on rental property must be documented by a Landlord's Request for Damages Form (Appendix A) and corroborating evidence. The corroborating evidence shall include:**

- 1. The written lease agreement (if any);**
  - 2. Copy of the Landlord's notice under IC 32-31-3-14;**
  - 3. Ledger or other documentation showing all monthly charges and payments; and**
  - 4. Documentation to support the specific damages claimed.**
  - 5. Any work done personally by the landlord shall also be documented including the hours spent and tasks completed.**
  - 6. At its discretion, the Court may require additional corroborating evidence.**
- B. Late Fees. The Court will generally limit late fees on past due rent to ten percent (10%) of the monthly rent amount for each month the rent is not timely paid.**

STATE OF INDIANA ) ) SS:

APPENDIX A  
IN THE MONROE CIRCUIT COURT

COUNTY OF MONROE )  
\_\_\_\_\_

CASE NO. \_\_\_\_\_

Plaintiff,

v.

\_\_\_\_\_, Defendant.

**LANDLORD'S REQUEST FOR DAMAGES**

**The Plaintiff (Landlord), under the penalties for perjury, requests damages as shown below:**

Security Deposit \$ \_\_\_\_\_

Unpaid Rent (for \_\_\_\_\_ months at \_\_\_\_\_ monthly rent) \$ \_\_\_\_\_

Unpaid Late Fees \$ \_\_\_\_\_

Damages

Repair of damage (beyond ordinary wear and tear) \$ \_\_\_\_\_

Cleaning (beyond ordinary wear and tear) \$ \_\_\_\_\_

Painting \$ \_\_\_\_\_

Removal of personal property/trash \$ \_\_\_\_\_

Keys \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Total Claim for Rent & Damages \$ \_\_\_\_\_

Attorney Fees \$ \_\_\_\_\_

**I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATION IS TRUE.**

/s/ \_\_\_\_\_

Signature

Printed Name

**LR53-PR00-0803 BOND**

Updated 7-1-2022

**LR53-PR00-0803 BOND**

Updated 1/1/17

- A. Corporate Surety Bond in Estates. In every estate, the fiduciary, prior to the issuance of letters, shall file a corporate surety bond in such amount as shall be set by the court, except as hereafter provided:
- ~~1. Where, under the terms of a will, the testator expresses an intention that the bond be waived, the court shall set a bond in an amount adequate to protect creditors, tax authorities, and devisees. This bond shall be a minimum of Twenty-Five Thousand Dollars (\$25,000.00), Fifteen Thousand Dollars (\$15,000.00) unless otherwise ordered.~~
  - ~~2. Where the fiduciary is an heir or legatee of the estate, the court may reduce the bond by the amount of the fiduciary's share of the estate.~~
  - ~~3. Where the heirs or legatees have filed a written request that the fiduciary serve without bond, the bond may be set in an amount adequate to protect the rights of the creditors and tax authorities only.~~
  - ~~4. In an unsupervised estate, bond may be set at the discretion of the Court, and, unless otherwise ordered, shall be in the amount of Fifteen Thousand Dollars (\$15,000.00).~~
  - ~~5. No bond shall be required in any supervised estate in which a corporate fiduciary, qualified by law to serve as such, is a personal representative.~~
  - ~~6. No bond shall ordinarily be required in an estate when the surviving spouse is the personal representative and is also the only heir or legatee, and the estate is solvent.~~
1. Except as hereinafter provided, in every unsupervised and supervised estate the personal representative shall file a corporate surety bond in an amount determined by the Court to be adequate to protect distributees, creditors and taxing authorities. This shall be a minimum of Fifteen Thousand Dollars (\$15,000) unless otherwise ordered."
2. No surety bond is required where a corporate banking fiduciary qualified by law to serve as such is either the fiduciary or one of several co-fiduciaries.
- 3 No surety bond is required in a solvent estate where the decedent's spouse serves as personal representative and is the sole distributee.
- 4 Where a Will provides that bond be dispensed with, the Court shall nonetheless fix a bond in an amount adequate to protect creditors and taxing authorities.
- 5 Where the personal representative is a distributee, the bond may be reduced by the personal representative's estimated net distributive share, but the Court will fix a bond adequate to protect other distributees (if any), creditors and taxing authorities.
- 6 Where all distributees consent in writing that the personal representative serve without bond, the Court will nonetheless determine whether to require a bond in an amount adequate to protect creditors and taxing authorities.

7 As required by I.C. §29-1-10-1, if the petitioner is a nonresident individual or corporate fiduciary, or if an appointed fiduciary becomes a nonresident of Indiana, the petitioner must file a bond in an amount: (A) not less than: (i) the probable value of the estate's personal property; plus (ii) the estimated rents and profits to be derived from the property in the estate during the probate period; and (B) not greater than the probable gross value of the estate.

**LR53-GU00-0800 GUARDIANSHIPS**

Updated 7-1-2022

- A. ~~Presence of Incapacitated Person.~~ In all guardianship proceedings seeking to declare an adult incapacitated for any reason, the incapacitated person shall be present at the hearing or there shall be sufficient evidence presented showing that the alleged incapacitated person is unable to appear.
- B. ~~Appointment of Guardian Ad Litem or Attorney.~~ The Court may in its discretion determine that the alleged incapacitated person should have a guardian ad litem or attorney appointed to represent his or her interests, and the hearing for appointment of a guardian for the alleged incapacitated person may be continued by the Court for that purpose.
- C. ~~Physician's Report.~~ In all guardianship proceedings seeking to declare an adult incapacitated, a physician's report by the doctor treating the alleged incapacitated person, or such additional evidence as the Court may require, shall be presented to the Court at the time the petition is filed or on the date of the hearing. No determination will be made without a supporting medical report or testimony at hearing. (See Appendix B.)
- D. ~~Current Reports.~~ Current reports filed by a guardian of the person shall state the present residence of the incapacitated person and a statement of the incapacitated person's current condition and general welfare. If the incapacitated person is an adult, a report of a treating physician shall be filed with the current report verifying that the incapacity of the person remains unchanged since the date the guardianship was established or the date of the last current report.
- E. ~~Biennial reports and bond Premium Payment.~~ The guardian of the incapacitated person shall file current reports biennially or at such other times as ordered by the Court. If a guardian's bond is required, the guardian of the incapacitated person shall submit to the Court proof of payment of current premiums due on said bond. Failure to comply with this section may result in removal of the guardian.
- F. ~~Petition for Guardianship of a Minor.~~ In every petition for the appointment of a guardian of the person of a minor child, the following information shall be contained in the petition:
1. ~~The present address of the child.~~
  2. ~~The places where the child has resided during the past two years, and the names and present addresses of the persons with whom the child has lived during that period. If such information is not available, the petition should state the reason for such unavailability.~~
  3. ~~Whether, to petitioner's knowledge, any other litigation is pending in this state or in any other state concerning the custody of the child.~~
  4. ~~Whether, to petitioner's knowledge, any person not a party to the guardianship proceeding has physical custody of the child or claims to have custody or visitation rights with respect to the child.~~
- B. Hearings. Hearing shall be scheduled by the Court on any petition seeking guardianship over an

~~adult alleged to be an incapacitated person. Hearings shall be held on any petition seeking a guardianship over a child unless the guardianship is being established for school purposes only. If the guardianship is being established for school purposes only, the Court may waive the necessity of hearing.~~

~~C. Rules of the Veteran's Administration. Nothing contained in these rules shall amend or supersede the Probate Rules and Regulations promulgated by the Veteran's Administration of the United States, and every guardian appointed by the Court or the attorney for such guardian shall comply with those Rules and Regulations, if applicable~~

A. Physician's Report. In all guardianship proceedings seeking to declare an adult incapacitated, a Physician's Report by the doctor treating the alleged incapacitated person, or such additional evidence as the Court may require, shall be presented to the Court at the time the petition is filed or on the date of the hearing. The Physician's Report shall substantially comply with GUARDIANSHIP FORM A. No determination will be made without a supporting medical report or testimony at hearing. In the event the guardianship proceeding is contested, the Physician's Report shall be considered as hearsay unless the parties stipulate to its admissibility.

B. Guardian's Information Sheet. A Guardian's Information Sheet must be completed and filed with any petition seeking to establish a temporary or permanent guardianship or a protective order pursuant to I.C. § 29-1-3-4 et. seq., as amended. The Court will not act upon the petition until the Guardian's Information Sheet is completed and filed. The Guardian's Information Sheet must be filed in compliance with Indiana Trial Rule 5(G) and the Indiana Rules on Access to Court Records, Rule 5. (SEE GUARDIANSHIP FORM B).

C. Court's Instructions to the Guardian. In all guardianship matters, the Court's Instructions to the Guardian, executed by the Guardian, must be filed with the Court prior to Court appointment and issuance of letters. These Instructions are to be considered as direct Orders of the Court. Instructions to Guardian when the guardianship will be of the person only (SEE GUARDIANSHIP FORM C) or when the guardianship will apply to the minor's or incapacitated adult's property (SEE GUARDIANSHIP FORM D) must be completed and filed with the Court. If the Guardian will be appointed over both the person and estate, both sets of Court's Instructions to the Guardian must be completed and filed with the Court. No substitute form will be accepted by the Court

D. Presence of the Alleged Incapacitated Person. In all guardianship or protective proceedings seeking to declare an adult incapacitated, either the person alleged to be incapacitated shall be present at the hearing, or the petitioner shall present sufficient medical evidence to establish that a court appearance would result in injury to the person's health or safety. An opinion that the person would have difficulty in understanding the procedure or might say something inappropriate is not sufficient reason alone for their absence.

E. Notice. Consistent with I.C. § 29-3-3-4(a) and (b), no guardian of an adult shall be appointed or protective order entered without notice to the alleged incapacitated person or to his duly appointed attorney-in-fact (if known), except upon verified allegations that delay may result in immediate and irreparable injury to the alleged incapacitated person or loss or damage to property. The petitioner shall certify to the Court in writing the efforts, if any, that have been made to give notice and the reasons supporting the petitioner's claim that advance notice should not be required.

F. Hearings. Hearing shall be scheduled by the Court on any petition seeking guardianship over an adult alleged to be an incapacitated person. Hearings shall be held on any petition seeking a guardianship over a child unless the guardianship is being established for school purposes only.

If the guardianship is being established for school purposes only, the Court may waive the necessity of a hearing.

In all wrongful death proceedings, the Guardian must be present at the time the settlement, either partial

and/or final, is presented to the Court for approval. The Court retains the right to require the presence of the minor, incapacitated person, or a Custodial parent at the time the settlement is presented to the Court for approval.

G. Appointment of Guardian Ad Litem or Attorney. The Court may in its discretion determine that the alleged incapacitated person should have a guardian ad litem or attorney appointed to represent his or her interests, and the hearing for appointment of a guardian for the alleged incapacitated person may be continued by the Court for that purpose. A guardian ad litem will be paid reasonable compensation, considering the needs of the alleged incompetent person, the nature and relative difficulty of the services provided, local custom, the availability or limitations of resources of the alleged incompetent person's estate, and, in the discretion of the Court, any other considerations deemed relevant under the circumstances of the case.

H. Power of Attorney. An appointment of a guardian over an estate shall not operate to terminate a power of attorney, unless the power of attorney instrument provides for termination upon the incapacity of the principal. A guardian shall not have power over property or health decisions that are subject to a valid power of attorney, and cannot revoke or amend a power of attorney on behalf of a principal. A guardian seeking to revoke a valid power of attorney must obtain Court approval which can be granted only after hearing and notice to the attorney in fact.

I. Bond Premium Payment. If a guardian's bond is required, the guardian of the incapacitated person shall submit to the Court proof of payment of current premiums due on said bond. Failure to comply with this section may result in removal of the guardian.

J. Reports. The guardian of the incapacitated person shall file reports concerning the incapacitated person biennially or at such other times as ordered by the Court. The reports filed by a guardian of the person shall state the present residence of the incapacitated person and a statement of the incapacitated person's current condition and general welfare. If the incapacitated person is an adult, a report of a treating physician shall be filed with the current report verifying that the incapacity of the person remains unchanged since the date the guardianship was established or the date of the last current report.

K. Restricted Accounts.

1. In guardianships over the estate of a minor, unless otherwise authorized by the Court, funds shall be placed in a federally-insured financial institution or in a brokerage account (or any combination of the two). The monies shall be placed in restricted account(s) designating that no principal or interest may be withdrawn without written order of the Court.

2. Prior to the issuance of letters in a guardianship over a minor's estate or the compromise of a minor's claim, the guardian and attorney shall execute the Court's attorney's undertaking making the attorney personally responsible for the deposit of the funds in a restricted account.

3. Within thirty (30) days after the Order authorizing the creation of the account, a certification that a properly restricted account has been created shall be filed. The certification shall be substantially in accordance with the GUARDIANSHIP FORM E.

4. The guardian and the financial institution and/or brokerage shall both promptly notify the Court in writing in the event that any principal or interest is withdrawn from the account without Court authorization.

L. Rules of the Veteran's Administration. Nothing contained in these rules shall amend or supersede the Probate Rules and Regulations promulgated by the Veteran's Administration of the United States, and every guardian appointed by the Court or the attorney for such guardian shall comply with those Rules and Regulations, if applicable.

**APPENDIX B**

STATE OF INDIANA \_\_\_\_\_ IN THE MONROE CIRCUIT COURT

COUNTY OF MONROE \_\_\_\_\_ CAUSE NO. \_\_\_\_\_

IN THE MATTER OF THE GUARDIANSHIP OF

\_\_\_\_\_

PHYSICIAN'S REPORT

\_\_\_\_\_, a physician licensed to practice medicine in all its branches in the State of Indiana, submits the following report on

\_\_\_\_\_, alleged incapacitated person, based on an examination of said person on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. Describe the nature and type of the incapacitated person's disability:

\_\_\_\_\_  
\_\_\_\_\_

2. Describe the incapacitated person's mental and physical condition; and, when it is appropriate, describe educational condition, adaptive behavior and social skills:

\_\_\_\_\_  
\_\_\_\_\_

3. State whether, in your opinion, the incapacitated person is totally or only partially incapable of making personal and financial decisions; and, if the latter, the kinds of decisions which the incapacitated person can and cannot make. Include the reason or reasons for this opinion.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. ~~What in your opinion is the most appropriate living arrangement for the incapacitated person; and, if applicable, describe the most appropriate treatment or rehabilitation plan. Include the reason or reasons for your opinion.~~

---

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5. ~~Can the incapacitated person appear in court without injury to his/her health? If the answer is no, explain the medical reasons for your answer.~~

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~~I affirm, under the penalties for perjury, that the foregoing representations are true.~~

Signature: \_\_\_\_\_ Printed: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip:

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Telephone:

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~~This report must be signed by a physician. If the description of the incapacitated person's mental, physical and education condition, adaptive behavior or social skills is based on evaluations by the professionals, all professionals preparing evaluations must sign the report. Evaluations on which the report is based must have been performed within three (3) months of the date of the filing of the petition.~~

~~Names and signatures of other persons who performed evaluations upon which this report is based:~~

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GUARDIANSHIP FORM A**

**STATE OF INDIANA )** **IN THE MONROE CIRCUIT COURT**  
\_\_\_\_\_) **SS:** \_\_\_\_\_  
**COUNTY OF MONROE )** **CAUSE NO. 53C01-** \_\_\_\_\_

**IN THE MATTER OF \_\_\_\_\_ )**  
**THE GUARDIANSHIP OF \_\_\_\_\_ )**  
\_\_\_\_\_)  
\_\_\_\_\_)

**MEDICAL REPORT**

**1. General Information**

**Name** \_\_\_\_\_

**Phone ( \_\_\_\_\_ )** \_\_\_\_\_

**Office Address** \_\_\_\_\_  
\_\_\_\_\_

**What is your License/Certification?** \_\_\_\_\_

**What is your area of specialty?** \_\_\_\_\_

**I last examined the Person on:** \_\_\_\_\_, 20

**The Person is under my continuing treatment.**  
 **YES**, since \_\_\_\_\_, 20  
 **NO**

**2. Evaluation of the Person's Physical Condition**

**Physical Diagnosis:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Severity:**  **Mild**  **Moderate**  **Severe**  
**Prognosis:**  **Continuing**  **Degenerative**  **Recovering**  **Relapsing**

**Treatment/Medical History/Additional Comments (attach additional pages, if necessary):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Evaluation of the Person's Mental Functioning**

**The Person is oriented to the following (check all that apply):**

Person                       Time                       Place                       Situation

**Do you have concerns about the Person's functioning in the following areas? (check all that apply)**

<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>	<u>FUNCTION</u>
-	-	-	<u>Short-term memory</u>
-	-	-	<u>Long-term memory</u>
-	-	-	<u>Immediate recall</u>
-	-	-	<u>Understanding and communicating (verbally or otherwise)</u>
-	-	-	<u>Recognizing familiar objects and persons</u>
-	-	-	<u>Solving problems</u>
-	-	-	<u>Reasoning logically</u>
-	-	-	<u>Grasping abstract aspects of his or her situation</u>
-	-	-	<u>Interpreting idiomatic expressions or proverbs</u>
-	-	-	<u>Breaking down complex tasks into simple steps and carrying them out</u>

**Mental Diagnosis:** \_\_\_\_\_

**Severity:**     Mild                       Moderate                       Severe

**Prognosis:**     Continuing                       Degenerative                       Recovering                       Relapsing

**Treatment/Medical History/Additional Comments:**  
\_\_\_\_\_  
\_\_\_\_\_

**4. Medication Information**

YES     NO    **Is the Person currently taking medication related to Person's physical or mental functioning as reported in sections 2 and 3? If "YES," please list:**

\_\_\_\_\_  
\_\_\_\_\_

**Additional Comments:**  
\_\_\_\_\_  
\_\_\_\_\_

**5. Decision-Making**

**Is the Person able to make decisions regarding the following?**

<b><u>YES</u></b>	<b><u>WITH SUPPORT</u></b>	<b><u>NO</u></b>	<b><u>UNKNOWN</u></b>	<b><u>ACTION/DECISION</u></b>
-	-	-	-	<b><u>Make complex business, managerial, and/or financial decisions.</u></b>
-	-	-	-	<b><u>Manage a personal bank account.</u></b> <b><u>If "YES," or "WITH SUPPORT," should amount deposited in any such bank account be limited?    <input type="checkbox"/> YES    <input type="checkbox"/> NO</u></b>
-	-	-	-	<b><u>Pay his or her own bills.</u></b>
-	-	-	-	<b><u>Safely operate a motor vehicle.</u></b>
-	-	-	-	<b><u>Make decisions regarding marriage.</u></b>
-	-	-	-	<b><u>Determine the Person's own residence.</u></b>
-	-	-	-	<b><u>Live alone.</u></b>
-	-	-	-	<b><u>Obtain food.</u></b>
-	-	-	-	<b><u>Administer own medications daily.</u></b>
-	-	-	-	<b><u>Attend to basic activities of daily living (ADLs) (e.g., bathing, grooming, dressing, walking, and/or toileting) with/out services.</u></b>
-	-	-	-	<b><u>Attend to instrumental activities of daily living (e.g., shopping, cooking, traveling, and/or cleaning).</u></b>
-	-	-	-	<b><u>Make appropriate judgments that will protect them personally, physically, and/or financially.</u></b>
-	-	-	-	<b><u>Consent to medical and dental treatment.</u></b>
-	-	-	-	<b><u>Consent to psychological and/or psychiatric treatment.</u></b>

**Additional Comments:**

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**“Incapacitated person”** means an individual who:

- (1) cannot be located upon reasonable inquiry;
- (2) is unable:
  - (A) to manage in whole or in part the individual's property;
  - (B) to provide self-care; **or**
  - (C) both;because of insanity, mental illness, mental deficiency, physical illness, infirmity, habitual drunkenness, excessive use of drugs, incarceration, confinement, detention, duress, fraud, undue influence of others on the individual, or other incapacity; **or**
- (3) has a developmental disability (as defined in [IC § 12-7-2-61](#) ).

Ind. Code § 29-3-1-7.5

(a) **"Less restrictive alternatives"** means an approach to meeting a person's needs that restricts fewer rights of the person than would the appointment of the guardian.

(b) **"Less restrictive alternatives"** may include, but are not limited to, the following:

- (1) A supported decision making agreement (as defined in IC § 29-3-14-2).
- (2) Appropriate technological assistance.
- (3) The appointment of a representative payee.
- (4) The appointment of a health care representative (as defined in IC § 16-36-1-2).
- (5) The creation of a power of attorney (as defined in IC § 30-5-2-7).

Ind. Code § 29-3-1-7.8

## **6. Evaluation of Less Restrictive Alternatives**

**According to the definition in Ind. Code § 29-3-1-7.8 and based upon your last examination and observations of the Person, in your opinion, the following less restrictive alternatives could be considered or implemented:**

<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>UN- KNOWN</u></b>	<b><u>LESS RESTRICTIVE ALTERNATIVE</u></b>
			<b><u>Supported decision making agreement</u></b>
			<b><u>Appropriate technological assistance</u></b>
			<b><u>Representative payee</u></b>
			<b><u>Health care representative</u></b>
			<b><u>Power of attorney</u></b>
			<b><u>Other</u></b>

**7. Evaluation of Capacity**

**According to the definition in Ind. Code § 29-3-1-7.5 and based upon your last examination and observations of the Person, in your opinion, the Person is:**

- Not incapacitated**
- Not incapacitated with use of the following less restrictive alternative:**

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- Partially incapacitated**
  - Personal**    **OR**     **Financial**
- Totally incapacitated**

**Additional Comments:**

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**8. Recommendation of Living Arrangement**

**In your opinion, what is the least restrictive living arrangement that you consider appropriate for the Person?**

- At home/at home with services**                       **Community based residence**
- Facility based residence**                               **Hospital based residence**

**Additional Comments:**

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**9. Ability to Attend Court Hearing**

- YES**                      **There is no significant threat to the Person's health and/or safety that would prevent them from attending the court hearing.**
- NO**                      **There is a significant threat to the Person's health and/or safety that would prevent them from attending the court hearing.**

**10. Additional Information of Benefit to the Court**

**Please provide any additional information that would benefit the court (attach additional pages, if necessary).**

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**11. Additional Professional Evaluations**

**If the descriptions of the Person's condition or skills is based on evaluations or assistance by other professionals, please provide the names and contact information of those professionals who are able to provide additional information or evaluations.**

**Professional's Name** \_\_\_\_\_ **Phone (        )** \_\_\_\_\_

**Office Address or E-mail** \_\_\_\_\_

**Professional's Name** \_\_\_\_\_ **Phone (        )** \_\_\_\_\_

**Office Address or E-mail** \_\_\_\_\_

**I affirm under the penalties for perjury that the foregoing representations are true.**

\_\_\_\_\_  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
**Name Printed**



Email Address: \_\_\_\_\_

**Guardianship Registry Information Sheet  
(Additional)**

**Petitioner** Relationship to Protected Person \_\_\_\_\_

**Last:\*** \_\_\_\_\_ **Suffix:** \_\_\_\_\_ **First:\*** \_\_\_\_\_ **Middle:** \_\_\_\_\_  
**DOB:** \_\_\_\_\_ **Gender:\*** \_\_\_\_\_ **Race:\*** \_\_\_\_\_ **Hispanic?:** Yes/No  
**Address:\*** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Attorney Name:** \_\_\_\_\_ **Bar Number:** \_\_\_\_\_ **App. Filed Date:** \_\_\_\_\_

**Guardian**  **Check if same as petitioner**  **Certified (Only check if Federal or State Certified)**

**Last:\*** \_\_\_\_\_ **Suffix:** \_\_\_\_\_ **First:\*** \_\_\_\_\_ **Middle:** \_\_\_\_\_  
**DOB:** \_\_\_\_\_ **Gender:\*** \_\_\_\_\_ **Race:\*** \_\_\_\_\_ **Hispanic?:** Yes/No  
**Address:\*** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Attorney Name:** \_\_\_\_\_ **Bar Number:** \_\_\_\_\_ **App. Filed Date:** \_\_\_\_\_

**Close Relative (Entitled to Notice)** Relationship to Protected Person \_\_\_\_\_

**Last:\*** \_\_\_\_\_ **Suffix:** \_\_\_\_\_ **First:\*** \_\_\_\_\_ **Middle:** \_\_\_\_\_  
**Gender:\*** \_\_\_\_\_ **Race:\*** \_\_\_\_\_ **Hispanic?:** Yes/No  
**Mailing Address:\*** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Interested Party**

**Last:\*** \_\_\_\_\_ **Suffix:** \_\_\_\_\_ **First:\*** \_\_\_\_\_ **Middle:** \_\_\_\_\_  
**Gender:\*** \_\_\_\_\_ **Race:\*** \_\_\_\_\_ **Hispanic?:** Yes/No  
**Address:\*** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Interested Party**

**Last:\*** \_\_\_\_\_ **Suffix:** \_\_\_\_\_ **First:\*** \_\_\_\_\_ **Middle:** \_\_\_\_\_  
**Gender:\*** \_\_\_\_\_ **Race:\*** \_\_\_\_\_ **Hispanic?:** Yes/No  
**Address:\*** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



4. You shall, to the extent possible, encourage and promote the self-reliance and independence of the protected person.

5. You can, to the extent that the protected person is able, delegate to the protected person certain responsibilities for decisions affecting the protected person's well-being.

6. You or your attorney must notify the Court if your address changes.

7. You must file a report with the Court at least every two (2) years. The report must state the present residence of the protected person and a statement of the protected person's current condition and general welfare. Failure to file the report may result in your removal as guardian.

I authorize my attorney to notify the Court in the event that he or she has reason to believe that I am not timely performing or am improperly performing my duties to the protected person even if such information would be otherwise confidential.

I acknowledge that I have carefully and completely read the above instructions and received a copy for my records. I agree to properly carry out my duties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature, Guardian

\_\_\_\_\_  
Signature, Guardian

\_\_\_\_\_  
Print, Guardian

\_\_\_\_\_  
Print, Guardian

I acknowledge that I have carefully and completely discussed the above instructions with my client before this form was signed and believe that he or she is fully aware of and capable of performing the duties required of a guardian of the person.

\_\_\_\_\_  
Signature, Attorney

\_\_\_\_\_  
Signature, Attorney

\_\_\_\_\_  
Print, Attorney

\_\_\_\_\_  
Print, Attorney

**GUARDIANSHIP FORM D**  
**COURT'S INSTRUCTIONS TO GUARDIAN OF ESTATE**

**STATE OF INDIANA** **IN THE MONROE CIRCUIT COURT**

**COUNTY OF MONROE** **CAUSE NO.**

**IN THE MATTER OF THE**  
**GUARDIANSHIP OF**

**COURT'S INSTRUCTIONS TO GUARDIAN OF ESTATE**

**Please read carefully before you date and sign. One copy of this form must be filed with the Court before your appointment as guardian is confirmed by the Court. Keep one copy for your records.**

**Introduction:**

**You have been appointed as the guardian of an individual who is unable to care for his or her own financial affairs. It is important that you fully realize your duties and responsibilities. Listed below are some of your duties, but not all of them.**

**You must be represented at all times by an attorney of record. Your attorney is required to reasonably supervise and guide your actions as guardian unless and until that attorney is permitted by order of the Court to withdraw from representing you.**

**Your attorney is required to notify the Court in the event that you are not timely performing or improperly performing your fiduciary duties to the protected person, and by signing these Instructions you agree that the filing of that notice does not violate the attorney client privilege. If the Court receives such notice, it will set the matter for hearing and will require you to personally appear and account to the Court for all actions taken or not taken by you as guardian. You are required to notify the Court in writing in the event that your attorney is not timely performing or improperly performing his or her duties to reasonably supervise and guide your actions as guardian. Upon receipt of the notice, the Court will set the matter for hearing and require you and your attorney to personally appear and account to the Court for all actions taken or not taken by the attorney.**

**The Instructions which follow are to be considered by you as Orders of the Court which require you to perform as directed. Although your attorney will file all papers with the Court, the ultimate responsibility to see that all accounts and other documents are accurately prepared and filed, rests with you and you can be found personally liable should you not properly perform.**

**The Court appreciates your efforts on behalf of the protected person.**

**As Guardian you are required to:**

- 1. Locate, collect and maintain all property owned by the protected person. Keep motor vehicles and real estate insured and protected.**

2. Have your attorney file with the Court, within ninety (90) days after your appointment, a verified inventory and appraisal of all the property belonging to the protected person, with values as of the date you were appointed. You must provide a copy of the inventory to the protected person [if over fourteen (14) years of age] and to certain other persons as set out in Indiana Code §29-3-9-5, as amended.
3. Have your attorney file with the Court a verified current account of all the income and expenditures of the guardianship every two (2) years after your appointment, in the statutory format prescribed by I.C. §29-1-16-4. Informal, handwritten, or transactional accountings will not be accepted.
4. Pay bond premiums as they become due.
5. File and pay taxes on the protected person's income and assets.
6. Have your attorney file a final accounting with the Court upon the termination of the guardianship, whether due to the death of the protected person, or for any other reason.
7. Keep all of the assets of the protected person separate from your own. Guardianship funds should never be co-mingled with personal funds. Unauthorized use of the guardianship funds will result in personal liability.
8. Open a guardianship checking account in your name "as guardian of (the protected person)". This account shall be used for all payments or disbursements on behalf of the protected person. The account should be in the protected person's Social Security number, not yours. It cannot be a joint account.
9. Real estate, automobiles and other accounts and investments should be held in the name of the protected person.
10. All investment accounts and other bank account holdings should be retitled as follows: "John Smith Guardianship, Mary Jones Guardian."
11. Obtain approval from the Court to use guardianship assets, other than for normal bills.
12. Do not self-deal. Do not buy anything from or sell anything to the protected person. Do not borrow anything from the protected person.
13. If applicable, timely qualify the protected person for Medicaid or other public assistance.
14. It is the duty of the guardian to protect and preserve the protected person's property, to account for the use of the property faithfully, and to perform all the duties required by law of a guardian.
15. The guardian has the same duties and responsibilities concerning the protected person whether or not the protected person is a relative of the guardian.

16. NEVER pay attorney fees or compensation to yourself from assets of the guardianship without first obtaining the advance written approval of the Court.

17. If any questions arise during the guardianship, immediately consult with your attorney.

I authorize my attorney to notify the Court in the event that he or she has reason to believe that I am not timely performing or improperly performing my fiduciary duties to the protected person even if such information would be otherwise confidential.

I acknowledge that I have carefully and completely read the above instructions and received a copy for my records. I agree to properly carry out my duties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature, Guardian

\_\_\_\_\_  
Signature, Guardian

\_\_\_\_\_  
Print, Guardian

\_\_\_\_\_  
Print, Guardian

I acknowledge that I have carefully and completely discussed the above instructions with my client before this form was signed and believe that he or she is fully aware of and capable of performing the duties required of a guardian of the estate.

\_\_\_\_\_  
Signature, Attorney

\_\_\_\_\_  
Signature, Attorney

\_\_\_\_\_  
Print, Attorney

\_\_\_\_\_  
Print, Attorney

APPENDIX A

**GUARDIANSHIP FORM E**

CERTIFICATION BY FINANCIAL INSTITUTION TO:

FROM:  
(Guardian's Name)

RE:      Guardianship of

In order to comply with the rule of the Monroe Circuit Probate Court, I am required to file a certification of Account Balances. Please certify the balances and names on the accounts I have listed below.

DATED:

\_\_\_\_\_  
Guardian's Signature

For Bank Use Only:

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the last day of the period covered by this accounting, there was on deposit in this institution to the credit of the Guardian, the following balance:

Name on Account	Account Number	Balance	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name and Address of Institution:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Certifying Officer:  
\_\_\_\_\_

Printed:  
\_\_\_\_\_

Title: Date:  
\_\_\_\_\_