

**STUDENT EDITION**

# **FAMILY LAW**

**Judge William P. Hogoboom  
Justice Donald B. King**

Chapters 1-7

CONTINUING LEGAL EDUCATION



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**THE RUTTER GROUP**

# California Practice Guide FAMILY LAW I

Chapters 1-7

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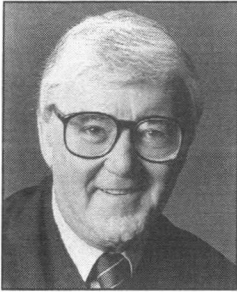
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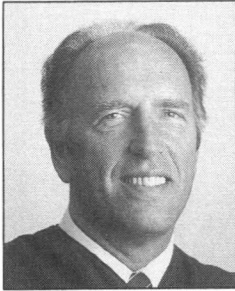
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## PREFACE

This text is written with the intent to provide step-by-step guidance through the ever-changing field of domestic relations practice.

Family law lawyers must be familiar with a wide spectrum of substantive and procedural law; and must stay on top of a growing mountain of statewide and local procedural rules. We explain the statutes, rules and cases, and offer our analysis of the many lingering issues. We include "practice pointers," tactical considerations and essential forms to suggest the best way of getting from starting point to destination. Our goal is to provide you with the practical "know how" you need to serve your clients with competence and confidence.

Now in its 14th year, this Practice Guide has gone through evolutionary change. With the enactment of the Family Code, we have rewritten the text to bring you a new "roadmap" through the difficult terrain of family law practice. And we will continue to revise this book in the coming years to keep you current and catch new trends as they develop.

We offer our thanks to Professor Michael R. Asimow, Associate Dean and Professor at the UCLA School of Law, who keeps us up to date on the tax materials; and to Attorney Bruce E. Cooperman, of Trope & Trope in Los Angeles, for his preparation of the premarital, marital and marital settlement agreement materials.

Also, our special thanks to the many California appellate justices, superior court judges and attorneys who, through their participation on Rutter Group Family Law programs, have helped us improve the coverage and practical guidance offered in the text.

Finally, our thanks to you, the practitioners, for your comments and suggestions in helping us keep the Practice Guide on target. With your input, this Practice Guide achieves its aim of making life a little easier for all of us!

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# CHAPTER 1

## THE FIRST CLIENT INTERVIEW

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