

## **A Caseworker's Guide to Processing Cases with El Salvador**

“A Caseworker's Guide to Processing Cases with El Salvador” provides contact and policy information and describes basic requirements for forms and procedures for use in cases between El Salvador and U.S. jurisdictions.

El Salvador is a Republic with administrative and judicial procedures in effect to establish paternity and child support. The *Procuraduría General de la República* (PGR or Solicitor General's Office) oversees family-related procedures throughout El Salvador and is that country's Central Authority under its bilateral agreement with the United States for enforcement of maintenance obligations. The PGR has administrative authority to accept voluntary agreements reached by the parties regarding both paternity and the child support amount. Such voluntary agreements have the full force and effect of a judicial order. Contested paternity cases are heard by a Family Court judge who has the authority to order genetic testing.

When paternity has been legally determined but there is no agreement on child support, the PGR administratively determines the amount of support, relying heavily on conciliation and mediation procedures. The PGR administrative order is enforceable unless and until a petition is filed in Family Court. Any change the court makes to the administrative order is retroactive only to the date the judicial action was filed.

El Salvador also uses provisional orders similar to an *ex parte* interim or temporary order in the United States. The purpose is to ensure that some child support flows to the custodial parent while the matter is being investigated and tried. To effectuate provisional orders, El Salvador strongly recommends that the U.S. specify the amount of child support requested.

The agreement between the United States and El Salvador for the enforcement of maintenance obligations is binding on courts and other authorities. Further details are set out in this Guide.

The text of the international agreement between the United States and El Salvador may be found in Part A of this guide or at [http://www.acf.hhs.gov/programs/cse/international/country/el\\_salvador/agreement\\_el\\_salvador.pdf](http://www.acf.hhs.gov/programs/cse/international/country/el_salvador/agreement_el_salvador.pdf). Contact information for El Salvador is:

Cándida Parada de Acevedo  
Procuraduría General de la Republica (PGR)  
Procuraduría Adjunta de Familia  
9a Calle Poniente y 13 Av. Norte - Torre PGR  
Centro de Gobierno  
San Salvador, El Salvador, C.A.  
Phone: (011-503) 2231-9335  
FAX: (011-503) 2231-9327  
[candyacevedo\\_1@yahoo.es](mailto:candyacevedo_1@yahoo.es)

The OCSE Intergovernmental Referral Guide offers detailed information on State IV-D programs and State laws and may be found at: <http://ocse.acf.hhs.gov/ext/irg/sps/selectastate.cfm>.

This Caseworker's Guide for El Salvador contains the following information:

Part A – International Agreement between the U.S. and El Salvador (English and Spanish language versions)

Part B – Outgoing Support Packages from the U.S. to El Salvador

Part C – Incoming Support Packages from El Salvador to the U.S.

Part D – Policy for El Salvador

Part E – Bilingual International Forms for El Salvador

- Affidavit in Support of Establishing Parentage
- Existing Order Information & Sworn Statement of Arrears
- General Testimony
- Limited Power of Attorney
- Locate Person/Asset
- Registration Statement
- Statement of Enforceability
- Transmittal and Acknowledgment
- Uniform Support Petition

## ***Part A: International Agreement between the U.S. and El Salvador***

### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EL SALVADOR FOR THE ENFORCEMENT OF MAINTENANCE (SUPPORT) OBLIGATIONS**

The Government of the United States of America and the Government of El Salvador, hereinafter referred to as the Parties,

Resolved to establish a uniform and effective framework for the determination of parentage, the enforcement of maintenance obligations and the recognition of maintenance decisions, reimbursement orders and settlements made or recognized within the jurisdiction of any of the Parties,

In accordance with section 459A of the Social Security Act, Title 42, United States Code, section 659A, and legislation in force in El Salvador, respectively,

Have agreed as follows:

#### **ARTICLE 1 OBJECTIVE**

Subject to the provisions of this Agreement, the Parties hereby seek to provide for:

1. The recognition and enforcement of maintenance orders, reimbursement orders and settlements, hereinafter referred to as maintenance decisions, made or recognized within the jurisdiction of either Party, and
2. The recovery of maintenance or the reimbursement of maintenance to which a maintenance creditor or, as applicable, a public body having provided benefits for a maintenance creditor subject to the jurisdiction of one Party, hereinafter referred to as the claimant, is entitled from a maintenance debtor who is subject to the jurisdiction of the other Party, hereinafter referred to as the respondent.

#### **ARTICLE 2 SCOPE**

1. This Agreement shall apply to maintenance obligations arising from a family relationship or parentage. However, where there are no minor children, a maintenance obligation towards a spouse, former spouse or other relative will be enforced in the United States under this Agreement only in those States and other jurisdictions of the United States that elect to do so and have communicated such election to the United States Central Authority, which will in turn inform the Salvadoran Central Authority.
2. This Agreement also applies to the collection of payment arrears on a maintenance decision and to the modification in amounts due under an existing maintenance decision.

3. The remedies provided for in this Agreement for the enforcement of a maintenance obligation are not exclusive and do not affect the availability of any other remedies.
4. This Agreement shall not apply if the Requested Party makes or recognizes a judicial finding that the person seeking the recovery of maintenance has wrongfully removed or retained the child for whom the maintenance is sought in the territory of the Requesting Party.
5. This agreement shall not apply if application would be manifestly incompatible with the public policy, "ordre public," of the Requested Party.

### **ARTICLE 3 CENTRAL AUTHORITIES**

1. The Parties shall each designate a body as Central Authority which shall facilitate compliance with the provisions of this Agreement.
2. The Central Authority for El Salvador shall be the *Procuraduria General de la Republica*, through its offices in the country.
3. The Central Authority for the United States of America shall be the Office of Child Support Enforcement in the Department of Health and Human Services, as authorized by Title IV-D of the Social Security Act.
4. The Parties may designate other public bodies to carry out any of the provisions of this Agreement under co-ordination with the Central Authority.
5. Any changes in the designation of the Central Authority or other public bodies by one Party shall be communicated promptly to the Central Authority of the other Party.
6. The Central Authority or other public body of one Party shall address communications directly to the appropriate Central Authority or to the body designated by the other Party.

### **ARTICLE 4 APPLICATIONS AND TRANSMISSION OF DOCUMENTS**

1. An application for the recovery or reimbursement of maintenance from a respondent subject to the jurisdiction of the Requested Party shall be made by the Central Authority or other designated public body of the Requesting Party, in accordance with the applicable procedures of the Requesting Party.
2. The application shall be made on a standard form in English and Spanish to be agreed upon by the Central Authorities of both Parties, and shall be accompanied by all relevant documents. All documents shall be translated into the language of the Requested Party.
3. The Central Authority or other designated public body of the Requesting Party shall transmit the documents referred to in paragraphs 2 and 5 of this Article to the Central Authority or other designated public body of the Requested Party.
4. Before transmitting the documents to the Requested Party, the Central Authority or other designated public body of the Requesting Party shall satisfy itself that they comply with the law of the Requesting Party and the requirements of this Agreement.

5. When the application is based on or the documents include a decision issued by a competent court or agency establishing parentage or for the payment of maintenance:
  - a. The Central Authority or other designated public body of the Requesting Party shall transmit a copy of the decision certified in accordance with the requirements of the Requested Party;
  - b. The decision shall be accompanied by a statement of finality or, if not final, a statement of enforceability, and by evidence that the respondent has appeared in the proceedings or has been given notice and an opportunity to appear;
  - c. The Central Authority or other designated body of the Requesting Party shall notify the Central Authority or other designated body of the Requested Party of any subsequent change by operation of law in the amount required to be enforced under the decision.
6. In carrying out their tasks under this Agreement, the Parties shall provide each other cooperation, assistance and information within the limits of their respective laws, and consistent with any treaties related to judicial assistance in force between the Parties.
7. All documents transmitted under this Agreement shall be exempt from legalization.

#### **ARTICLE 5 FUNCTIONS OF THE CENTRAL AUTHORITY OF THE REQUESTED PARTY**

The Central Authority or other designated public body of the Requested Party shall take on behalf of the claimant all appropriate steps for the recovery or reimbursement of maintenance, including the institution and prosecution of proceedings for maintenance, the determination of parentage where necessary, the execution of any judicial or administrative decision and the collection and distribution of payments collected.

#### **ARTICLE 6 COST OF SERVICES**

All procedures described in this Agreement, including services of the Central Authority, and necessary legal and administrative assistance, shall be provided by the Central Authority or other designated public body of the Requested Party without cost to the claimant. The costs of blood and tissue testing for parentage determinations shall be borne by the Central Authority or other designated public body of the Requested Party. The Central Authority or other designated public body of the Requested Party may assess costs in any proceeding against the respondent appearing in its jurisdiction.

#### **ARTICLE 7 RECOGNITION AND ENFORCEMENT OF MAINTENANCE DECISIONS**

1. Maintenance decisions, including maintenance decisions arising from a determination of parentage, from the Requesting Party, shall be recognized and enforced in the Requested Party to the extent that the facts in the case support recognition and enforcement under the applicable laws and procedures of the Requested Party.

2. Maintenance decisions made after the failure of the respondent to appear shall be considered as decisions under paragraph 1 if it is demonstrated that notice had been duly given and the opportunity to be heard had been satisfied in accordance with the standards of the Requested Party.
3. The Requested Party shall take all appropriate steps to establish a maintenance decision if it is unable, under paragraph 1 and 2, to recognize a maintenance decision of the Requesting Party.

**ARTICLE 8  
APPLICABLE LAW**

1. All actions and proceedings under this Agreement by either Party shall be carried out pursuant to the law of that Party, including its relevant choice of law provisions.
2. The physical presence of the child, spouse, former spouse or other relative entitled to maintenance, or of the custodial parent or guardian shall not be required in proceedings under this Agreement within the jurisdiction of the Requested Party.

**ARTICLE 9  
TERRITORIAL APPLICATION**

1. For El Salvador, this Agreement shall apply to all the territory of the Republic, and shall constitute a special, public policy law.
2. For the United States of America, this Agreement shall apply to the fifty States, the District of Columbia, Guam, Puerto Rico, the United States Virgin Islands, and any other jurisdiction of the United States participating in Title IV-D of the Social Security Act.

**ARTICLE 10  
FEDERAL STATE CLAUSE**

With respect to the United States, any reference to the law or requirements or procedures or standards of the Requesting or Requested Party shall be construed as a reference to the law, requirements, procedures or standards of the relevant State or other jurisdiction of the United States.

**ARTICLE 11  
ENTRY INTO FORCE**

1. This Agreement shall enter into force on the later of the dates on which each Party has been notified in writing through the diplomatic channel that the legal requirements under domestic law for entry into force have been fulfilled.
2. This Agreement shall apply to any outstanding maintenance decision, or payment accrued under such decision, regardless of the date of that decision.

**ARTICLE 12  
TERMINATION**

1. Either Party may terminate this Agreement by notification in writing addressed to the other Party through the diplomatic channel.
2. The termination shall take effect on the first day of the third month following the receipt of the notification.
3. In the event that either Party's domestic legal authority to carry out its obligations under this Agreement ceases, in whole or in part, either Party may suspend application of this Agreement, or with the agreement of the other Party, any part of this Agreement. In that event, the Parties will seek, to the fullest extent practicable in accordance with domestic law, to minimize unfavorable effects on the continuing recognition and enforcement of maintenance obligations covered by this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate, in the English and Spanish languages both of which are equally authentic, on this 30<sup>th</sup> day of May 2006.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF  
EL SALVADOR

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

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

Douglas Barclay  
Embassador

Francisco Esteban Lafnez Rivas  
Minister of Foreign Affairs

## **CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA Y EL GOBIERNO DE EL SALVADOR PARA LA EJECUCIÓN DE OBLIGACIONES ALIMENTICIAS**

El Gobierno de los Estados Unidos de América y el Gobierno de El Salvador, en adelante denominadas las Partes,

Decididos a establecer un marco uniforme y eficaz para la determinación de la paternidad o maternidad, la ejecución de las obligaciones alimenticias, el reconocimiento de las resoluciones sobre obligaciones alimenticias, las órdenes de reembolso y los acuerdos hechos o reconocidos dentro de la jurisdicción de cualquiera de las Partes.

De conformidad con la sección 459A del Estatuto de Seguridad Social, Título 42, sección 659 A del Código de los Estados Unidos de América y la legislación vigente de la República de El Salvador, respectivamente

Han acordado lo siguiente:

### **Artículo 1 Objetivo**

Conforme a las disposiciones de este Convenio, las Partes procurarán velar por:

1. El reconocimiento y la ejecución de las órdenes sobre obligaciones alimenticias, las órdenes de reembolso y los acuerdos voluntarios entre el acreedor alimentario y el deudor alimentario, en adelante denominados resoluciones sobre obligaciones alimenticias, hechos o reconocidos dentro de la jurisdicción de cualquiera de las Partes, y
2. El cobro de la deuda alimenticia o el reembolso de la deuda alimenticia al acreedor alimentario o, si correspondiere, a la entidad pública que lo haya proporcionado al acreedor alimentario, sujeto a jurisdicción de una de las Partes, en adelante denominado el demandante, y que tenga derecho a reclamar esos alimentos al deudor alimentario sujeto a jurisdicción de la otra Parte, en adelante denominado el demandado.

### **Artículo 2 Ámbito**

1. El presente Convenio se aplicará a las obligaciones alimenticias que surjan de una relación familiar o de parentesco. Sin embargo, cuando no haya hijos menores, la obligación alimenticia con respecto a un cónyuge, ex cónyuge u otro familiar, se hará cumplir en los Estados Unidos conforme al presente Convenio solamente en esos Estados y otras jurisdicciones de los Estados Unidos que decidan hacerlo y hayan comunicado dicha decisión a la Autoridad Central de los Estados Unidos que a su vez, informará a la Autoridad Central de El Salvador.
2. Este Convenio se aplicará también al cobro de los montos atrasados, conforme a una resolución sobre obligaciones alimenticias, así como a las modificaciones en las cantidades debidas de conformidad con una resolución sobre obligaciones alimenticias.



3. Las acciones o disposiciones establecidas en este Convenio para la ejecución de una resolución sobre obligaciones alimenticias no son exclusivas, y no afectan la disponibilidad de cualquier otra acción o disposición.
4. Este Convenio no se aplicará si la Parte Requerida realiza o reconoce una decisión judicial en que la persona que solicita alimentos ha sustraído o retenido de manera ilícita al menor para el cual se solicitan los alimentos en el territorio de la Parte Requerente.
5. Este Convenio no se aplicará si su aplicación fuese manifiestamente incompatible con el orden público, "ordre public", de la Parte Requerida.

### **Artículo 3. Autoridades Centrales**

1. Cada una de las Partes designa un organismo como Autoridad Central, el cual deberá facilitar el cumplimiento de las disposiciones del presente Convenio.
2. La Autoridad Central de El Salvador será la Procuraduría General de la República, a través de sus oficinas a nivel nacional.
3. La Autoridad Central de los Estados Unidos de América será la oficina denominada "Office of Child Support Enforcement" del Departamento de Salud y Servicios Humanos de los Estados Unidos de América, según lo autorizado por el Título IV-D del Estatuto de Seguridad Social.
4. Las Partes podrán designar otros organismos públicos para poner en ejecución cualesquiera de las estipulaciones del presente Convenio, bajo coordinación con la Autoridad Central.
5. Cualquier cambio que haga una Parte en la designación de la Autoridad Central u otros organismos públicos será comunicado a la mayor brevedad a la Autoridad Central de la otra Parte.
6. La Autoridad Central u otro organismo público de una de las Partes deberá enviar las comunicaciones directamente a la correspondiente Autoridad Central u otro organismo que la otra Parte haya designado.

### **Artículo 4 Solicitudes y Transmisión de Documentos**

1. La solicitud para el cobro o el reembolso de la obligación alimenticia contra un demandado sujeto a la jurisdicción de la Parte Requerida, será hecha por la Autoridad Central u otro organismo público designado de la Parte Requerente, de conformidad con los procedimientos aplicables por esta última.
2. La solicitud se hará en un formulario común en idioma Inglés y Castellano, establecidos de común acuerdo por las Autoridades Centrales de ambas Partes, al que se adjuntarán los documentos pertinentes. Todos los documentos se traducirán al idioma de la Parte Requerida.

3. La Autoridad Central u otro organismo público designado de la Parte Requirente transmitirá los documentos mencionados en los párrafos 2 y 5 del presente artículo a la Autoridad Central u otro organismo público designado de la Parte Requerida.
4. Antes de remitir los documentos a la Parte Requerida, la Autoridad Central u otro organismo público designado de la Parte Requirente se asegurará de que cumplen con el ordenamiento jurídico de la Parte Requirente y las disposiciones del presente Convenio.
5. Cuando la solicitud se base o bien en una resolución de juez competente, o en documentos que incluyan una resolución judicial o de un organismo o entidad pública que haya establecido la paternidad u ordenado el pago de la obligación alimenticia, se estará a lo siguiente:
  - a) La Autoridad Central u otro organismo público designado de la Parte Requirente transmitirá una copia de la resolución certificada de acuerdo con los requisitos de la Parte Requerida;
  - b) La resolución irá acompañada de una certificación que acredite que se trata de una resolución firme o, de no ser firme, de una certificación de ejecutabilidad de la resolución y de que resulta probado que el demandado se ha apersonado en el procedimiento o ha sido notificado debidamente y tuvo la oportunidad de apersonarse.
  - c) La Autoridad Central u otro organismo público designado de la Parte Requirente notificará a la Autoridad Central u otro organismo público designado de la Parte Requerida cualquier modificación ulterior que se realice por ministerio de ley en la cantidad cuya ejecución se solicita en virtud de la resolución.
6. Para el cumplimiento de los objetivos establecidos por este Convenio las Partes se proporcionarán cooperación, asistencia e información mutua dentro de los límites de su sistema legal y de conformidad con cualesquiera de los tratados relativos a la asistencia judicial que estén vigentes entre las Partes.
7. Todos los documentos transmitidos conforme al presente Convenio, estarán exentos de legalización.

#### **Artículo 5**

#### **Funciones de la Autoridad Central de la Parte Requerida.**

La Autoridad Central u organismo público designado de la Parte Requerida efectuará todas las gestiones necesarias, en nombre del demandante, para el cobro o reembolso de la obligación alimenticia, incluyendo la interposición de la demanda y el impulso a los procedimientos de petición de alimentos, la determinación de paternidad cuando fuere necesario y la ejecución de las resoluciones judiciales o administrativa, así como el cobro y pronto envío de las cantidades cobradas.

#### **Artículo 6**

#### **Costo de los Servicios**

Todos los procedimientos descritos en el presente Convenio, incluidos los servicios de la Autoridad Central y la asistencia jurídica y administrativa necesaria serán proporcionados por la Autoridad Central u otro organismo público designado de la Parte Requerida sin costo alguno

para el demandante. Los costos de los exámenes de sangre y de tejidos para la determinación de la paternidad serán sufragados por la Autoridad Central u otro organismo público designado de la Parte Requerida. La Autoridad Central u otro organismo público de la Parte Requerida podrá imponer los costos al demandado que comparezca en su jurisdicción.

#### **Artículo 7**

##### **Reconocimiento y ejecución de las resoluciones sobre obligaciones alimenticias**

1. Las resoluciones sobre obligaciones alimenticias, incluyendo aquellas que resulten de una determinación de paternidad, hechas o reconocidas por la Parte Requirente serán reconocidas y ejecutadas por la Parte Requerida en la medida en que los hechos del caso justifiquen el reconocimiento y la ejecución conforme a las leyes y procedimientos aplicables en la Parte Requerida.
2. Las resoluciones sobre obligaciones alimenticias dictadas en contra de una persona no compareciente se consideraran como decisiones hechas conforme al párrafo 1, si se demuestra que se le notificó debidamente y se le dio la oportunidad de ser oído o defenderse en forma acorde con los requisitos de debido proceso de la Parte Requerida.
3. Si la Parte Requerida no puede, de conformidad con el párrafo 1 y 2, reconocer una resolución sobre obligaciones alimenticias de la Parte Requirente, la Parte Requerida tomará las medidas apropiadas para emitir una resolución sobre obligaciones alimenticias.

#### **Artículo 8**

##### **Legislación aplicable**

1. Todas las acciones y procedimientos llevados a cabo por cualquiera de las Partes para la ejecución del presente Convenio se realizarán de conformidad con la Ley de la Parte accionante, incluyendo sus respectivas normas de conflicto.
2. No se requerirá la presencia física del menor de edad, del cónyuge, ex cónyuge u otro familiar con derecho a alimentos, o quien tenga la custodia o guarda, en las diligencias efectuadas conforme al presente Convenio en la jurisdicción de la Parte Requerida.

#### **Artículo 9**

##### **Aplicación Territorial**

1. Para El Salvador, el presente Convenio se aplicará en todo el territorio, y constituirá una ley especial, de orden público.
2. Para los Estados Unidos de América el presente Convenio se aplicará en los 50 Estados, el Distrito de Columbia, Guam, Puerto Rico, Las Islas Vírgenes de los Estados Unidos y en todos los territorios o posesiones de los Estados Unidos incluidos en el título IV-D del Estatuto de Seguridad Social.

#### **Artículo 10**

##### **Cláusula del Estado Federal**

En relación con Los Estados Unidos de América, cualquier referencia a la ley, los requisitos, procedimientos o estándares de la Parte Requirente o Parte Requerida se deberá interpretar como una referencia a la ley, los requisitos, procedimientos o estándares del estado en

cuestión o de otro territorio o jurisdicción de los Estados Unidos de América, según fuere aplicable.

### **Artículo 11 Entrada en Vigor**

1. El presente Convenio entrará en vigor en la fecha de la última notificación en que las Partes se comunique por escrito y por la vía diplomática, el cumplimiento de los procedimientos exigidos por su ordenamiento jurídico interno para entrar en vigor.
2. El presente Convenio será de aplicación a toda resolución de alimentos pendiente o pago generado en virtud de dicha resolución, sin importar cuál sea la fecha de esa resolución.

### **Artículo 12 Terminación**

1. Ambas Partes podrán dar por terminado el presente Convenio mediante notificación por escrito dirigida a la otra Parte, por los canales diplomáticos.
2. La terminación producirá efectos a partir del primer día del tercer mes siguiente a la recepción de la notificación.
3. En caso de que cesen las facultades legales de cualquiera de las Partes para ejecutar el presente Convenio ya sea parcial o totalmente, cada Parte podrá suspender la aplicación de este Convenio o bien, con el acuerdo de la otra Parte, suspender cualquier parte de este Convenio. En ese caso, las Partes intentarán en la mayor medida de lo permitido por su legislación nacional, minimizar los efectos desfavorables al reconocimiento continuo y ejecución de las obligaciones alimenticias en virtud de este Convenio.

En testimonio de lo anterior los signatarios, debidamente autorizados para tal fin, firman el presente Convenio.

Dado por duplicado, en idioma castellano e inglés, siendo los textos en ambos idiomas igualmente auténticos, el día \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_.

\_\_\_\_\_  
POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS  
DE AMÉRICA

\_\_\_\_\_  
POR EL GOBIERNO DE  
EL SALVADOR

## **Part B: Outgoing Child Support Packages from the U.S. to El Salvador**

The address for El Salvador's Central Authority can be found at:  
<http://ocse.acf.hhs.gov/ext/irg/sps/selectastate.cfm>.

Cases are to be sent to El Salvador's Central Authority, the Solicitor General's Office (*Procuraduria General de la Republica* or PGR). The website for the PGR (Family Division) is <http://www.pgr.gob.sv/SFam.htm> (Spanish text).

The PGR delegates and refers an incoming case from a U.S. State to the appropriate auxiliary office, generally where the respondent resides. There are 17 such offices throughout El Salvador; Family Courts are located in similar districts. The Salvadoran system relies heavily on negotiated agreements and administrative proceedings to establish paternity and support. Even judicial proceedings provide first for negotiating disputes, including investigations by court social workers, before a contested matter is resolved by a formal judicial hearing. However, the child support enforcement techniques available in El Salvador should look very familiar to U.S. caseworkers.

### **Locate Requests**

A locate-only request, for a person and/or for financial data, similarly goes to El Salvador's Central Authority. The Solicitor General may respond to locate-only requests without first filing a case in El Salvador. The Locate Person/Assets form (see Part E of this guide) includes information on the debtor and the purpose of the request. The form states that the information requested will be used exclusively for the purpose of establishing or enforcing a child support order. While some data is available to track a noncustodial parent, such as an identification card, the PGR will generally resort to local officials to locate a respondent. Locate searches may be carried out by social workers, social security workers, or even police officers. Social workers typically ask the petitioner for some minimum information or references to assist them in providing locate services. Police support is provided in exceptional cases, and particularly in remote areas of the country. El Salvador has privacy restrictions in place. For example, the National Registry of Individuals (*Registro nacional de las Personas Naturales*), which has access to identifying and locate information such as name, date of birth, unique identification number and address information, does not typically provide it to other authorities based on confidentiality considerations. PGR has made arrangements with the National Registry for case-by-case access to this data for child support cases under this bilateral agreement. Locating the respondent may still prove a challenge despite the best efforts of the PGR.

### **Paternity and Support Establishment**

In El Salvador, the protection of the family is regulated under Article 32 *et seq* of the Constitution. One of the guiding principles, embodied in the Family Code, is that children are entitled to know who their parents are and to be legally registered as the child of those parents. They are also entitled to receive education and assistance from their parents, including financial support. Support must be provided until a child is 18. The obligation may be extended if the child is pursuing a profession or occupation that will allow him/her to meet his own needs.

Salvadoran law provides for administrative procedures to establish paternity by consent and to establish child support. Under the Salvadoran Constitution, the PGR has the authority to protect

families and children within the country. To this effect, the PGR is authorized to handle, on an administrative basis, requests to determine paternity and child support. The PGR also has the ability to provide legal and judicial assistance with respect to these procedures, and also for purposes of any procedures that have to do with the protection of children's rights.

### **Paternity Establishment**

Paternity must be determined as a prerequisite to an administrative or judicial support petition. Paternity is established in one of three ways – by operation of law due to marital status, voluntary acknowledgment, or judicial determination,

If a U.S. caseworker sees a Salvadoran birth certificate with the father's name on it, paternity has been established. The father's name will appear *only* if he is the mother's husband or he has appeared at an official registry or hospital (where available) and acknowledged paternity.

- **By Operation of Law due to Marital Status**

In El Salvador, the husband is the legal father of a child born during the marriage. There are very limited circumstances and time frames under which a husband's paternity may be challenged. If the mother asserts that someone other than her husband is the father of the child and support is sought from that person, the caseworker should consult with PGR staff about the best way to proceed before preparing or filing a petition. Among other considerations, it will be necessary for the child to first challenge the husband's paternity. The child will be represented by the PGR, and hence the PGR will need to have all required information to bring about the relevant proceedings. These rules apply to all paternity cases heard in El Salvador, regardless of whether or not the child was born in that country.

- **Voluntary Acknowledgment/Administrative Proceedings**

Where paternity is at issue, the PGR will first seek to resolve the issue by consent. If an agreement is reached, an affidavit of acknowledgment is prepared. This acknowledgment is a binding determination of parentage. [Note: The PGR is taking all necessary steps to reach an agreement under which the Supreme Court authorizes the judicial lab to undertake genetic testing based on an administrative request by the PGR. Once this agreement is reached, the PGR may issue an administrative order for genetic testing. However, at this time, genetic testing must be ordered through the judiciary.]

- **Judicial Determination**

If there is no agreement, a judicial determination of paternity is required. The PGR files the pleadings and supporting documents with the Family Court for a judicial proceeding. A court social worker facilitates the investigation in both paternity and child support matters, including ascertaining the needs of the child and the resources of the putative father. The court will also attempt to resolve the issue of paternity by agreement. However, the court will order genetic testing if the putative father does not voluntarily acknowledge paternity in court.

The judicial laboratory, which is part of the Family Court, is responsible both for coordinating and conducting the paternity testing. The genetic testing order is sent to the judicial laboratory. The judicial laboratory will test the respondent and send a paternity testing kit to a laboratory with which it has a relationship in the initiating U.S. State to sample the petitioner and the child. The genetic samples are returned to the judicial laboratory in El Salvador where testing is done;

the report is returned to the Salvadoran court. The laboratory will provide notice to the PGR as to the testing arrangements. The PGR also will advise the U.S. initiating agency.

Services under the bilateral agreement are cost-free to the petitioner, including genetic testing. The respondent may be asked to pay the cost of testing but not the petitioner. The Supreme Court has a small fund to pay for testing in such cases.

### **Child Support Establishment**

Where paternity is not an issue or has been resolved, the PGR will use a conciliation/mediation process to obtain a voluntary agreement on the support amount due. There is no child support guideline used. El Salvador establishes support obligations based on the child's needs and the resources and expenses of both parents. *U.S. caseworkers must provide the completed General Testimony form, including Section 10 specifying the requested support amount needed to meet the child's needs. These needs include medical support.*

With regard to a child's medical needs, every person employed in El Salvador has a sum deducted as a payment for the health security system. The employee has the option of listing his or her children under age 12 to be covered, but is not required to do so. After age 12, children are not covered by the Salvadoran health security system; in order to obtain coverage for children over age 12, private insurance must be purchased. Under Salvadoran law, the debtor may not be ordered to list a child under the health security system or to provide private health insurance for a child. Accordingly, U.S. caseworkers should specify the amount needed for cash medical support in the petition.

When a case is sent to El Salvador, the petitioner signs a Limited Power of Attorney, permitting the PGR attorney to enter a consent order binding on the petitioner, using the pleadings and documents sent with the petition. If the debtor in El Salvador does not agree to the amount requested, the PGR attorney will contact the U.S. agency to see if an agreement can be reached. In administrative procedures, temporary child support (which is referred to as "provisional child support") may be ordered while the petitioner is consulted and a final resolution is reached. In the case of judicial proceedings, the court will decide on the advisability of ordering temporary or permanent child support.

Where no final agreement is obtained or the debtor fails to appear after proper notice, the PGR may determine support via an administrative order that is fully enforceable, subject to the right of appeal. The first appeal is administrative, to the Deputy Solicitor General within the PGR, and must be filed within 5 business days of notice of the decision. If, following this proceeding, the parties do not agree with the administrative order issued by the PGR, either party has the right to initiate child support proceedings before the court. In this case, the court decision would prevail and the administrative order would become void.

The judicial proceeding is initiated by filing a claim, with 15 days to file an answer. There is conciliation and an evidentiary process within the court. Much of the decision making is based on the written evidence submitted. The PGR will represent the Petitioner residing in the U.S. and protect the child and the family's best interests in all court proceedings. Where the debtor can not afford an attorney, one is appointed for him or her. Note that Article 253 of the Salvadoran Family Code limits retroactivity of a support order to the date the petition is filed in an El Salvador court.

Once child support is ordered, under Salvadoran law payment can be made in various ways, including direct payment to the custodian, bank account deposits, payment to the PGR and

withholding from the debtor's salary. *The U.S.-El Salvador bilingual petition includes the U.S. request that all payments be made to the PGR, whether made by the debtor or directly by his or her employer.* If income withholding is ordered, the employer is jointly liable for the payment of the ordered support amount. Although El Salvador law provides for in-kind payments, such would not be permitted when the child resides outside the country. *Note that there is no currency conversion issue as the U.S. dollar is legal currency in El Salvador. Still, the petition and transmittal should specify that payments are requested in U.S. dollars.* Also, child support is ordered to be paid in advance of the month for which it is due.

### **Enforcement of a U.S. Order**

El Salvador has agreed to recognize and enforce a U.S. support order so long as the decision meets Salvadoran due process standards and is not manifestly incompatible with its public policy. Where enforcement of support and/or paternity orders is sought in El Salvador, the U.S. order or accompanying documentation must confirm notice of the hearing, and specify whether the debtor participated in the hearing. If the decision was entered by default, either the order itself, or an accompanying original or certified document, must show that notice of the institution of the proceeding and of the hearing was properly served on the respondent, in accordance with the law of the issuing State.

Salvadoran authorities request that U.S. States provide a certified or verified copy of the order and a certified Spanish translation of the order. The IV-D agency may certify the translation. Because a bilateral agreement is in place, it is not necessary for El Salvador to use the more formal *exequatur* process, wherein each order was submitted for approval to the Salvadoran Supreme Court.

Where arrears exist and payment has been made through the State Disbursement Unit (SDU), States may use the Existing Order Information and Sworn Statement of Arrears to which a certified copy of the official payment record is appended. Because these cases are processed under the bilateral agreement, El Salvador's two-year statute of limitations (Article 261 of the Family Code) does **not** apply either as a defense against enforcing arrears under a U.S. order or to Salvadoran orders being enforced in the U.S. Salvadoran authorities have clarified that the bilateral agreement is regarded as a treaty and treaties are special laws pursuant to Article 144 of the El Salvador Constitution. Since no statute of limitations has been specified under the bilateral agreement, the principle that there is none would then prevail over the provision of Article 261. Additionally, recently amended Article 264 of the Family Code sets child support obligations as a matter of public order/public priority and has given support payments due priority status. Enactment of Article 264 of the Family Code also means that this bilateral agreement may be applied to support orders issued prior to the date of the agreement.

Salvadoran law contains enforcement mechanisms for child support cases that will look familiar to U.S. States — the main mechanism is income withholding. An individual over 18 must verify that he or she is current on child support payments prior to the issuance or renewal of passports, driving licenses, licenses to purchase or carry weapons, and authorizations to enter into loan agreements. These verifications must be certified by the PGR. Also a Family Court or the PGR may, upon request of the creditor, issue an order forbidding a support debtor from leaving the country without providing a bond sufficient to satisfy the support obligation. It is recommended that the initiating State agency specifically request these remedies in the Transmittal and pleadings.

Upon request, El Salvador will modify a support order entered in that country even though one of the parties has moved to the U.S. Because the support order is based on the resources of



the debtor and custodial parent, and needs of the child, orders are often modified upon request for such relief.

Further information about El Salvador policy and procedures may be found at <http://www.pgr.gob.sv/SFam.htm> and in the policy template in Part D of this guide.

### **Forms**

Under the terms of its international child support bilateral agreement, El Salvador has agreed with the United States to accept service requests on bilingual international forms, attached at the end of this guide under Part E. The bilingual international forms are in English and Spanish. Forms are internationalized versions of the federally-promulgated UIFSA case processing forms used in domestic cases, together with a few additional forms required by El Salvador.

Please note that while the headings for the various data elements on these forms are in both English and Spanish, the information itself needs to be in a language acceptable to the responding tribunal. While proper names need no special treatment, care must be taken that other information (e.g., eye color) is translated and that currency of money is identified.

The following chart, ***Forms from the U.S. to El Salvador***, summarizes the forms that need to be sent to El Salvador to process various case actions. In addition to the general international bilingual forms, El Salvador requests that U.S. States provide a Limited Power of Attorney *signed by the individual applicant*. Also, a Statement of Enforceability, confirming that the order is enforceable in the issuing jurisdiction, must accompany any request to register an existing order. El Salvador will accept the Statement of Enforceability form signed by the IV-D agency.

*Continued on the following page.*

## Forms from the U.S. to El Salvador

IF the person in the U.S. wants to ...	THEN complete these bilingual forms and documents ...
Establish a new (initial) support assessment/order in El Salvador, including the establishment of paternity	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Limited Power of Attorney signed by the petitioner</li> <li>• Uniform Support Petition</li> <li>• General Testimony including supporting documentation/evidence</li> <li>• Affidavit in Support of Establishing Parentage (where applicable)</li> <li>• Locate Person/Assets (where applicable)</li> </ul>
Enforce an order or agreement established in El Salvador	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Limited Power of Attorney signed by the petitioner</li> <li>• Existing Order Information &amp; Sworn Statement of Arrears</li> <li>• Locate Person/Assets (where applicable)</li> <li>• Copy of support order (if available)</li> </ul>
Register and enforce an existing U.S. order in El Salvador	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Limited Power of Attorney signed by the petitioner</li> <li>• Registration Statement</li> <li>• Certified or verified copy of the existing (controlling) order (translated)</li> <li>• Statement of Enforceability (see discussion above)</li> <li>• Existing Order Information &amp; Sworn Statement of Arrears</li> <li>• Locate Person/Assets (where applicable)</li> </ul>
Register & modify an existing U.S. order in El Salvador because the order is not modifiable in the U.S.	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Limited Power of Attorney signed by the petitioner</li> <li>• Registration Statement</li> <li>• Certified or verified copy of the existing (controlling) order</li> <li>• Statement of Enforceability (see discussion above)</li> <li>• Uniform Support Petition</li> <li>• General Testimony (only sections applicable to reason for modification, recalculation of support, and jurisdiction to modify), with supporting documentation/evidence</li> <li>• Locate Person/Assets (where applicable)</li> </ul>

IF the person in the U.S. wants to ...	THEN complete these bilingual forms and documents ...
Request modification of an existing EI Salvador Order or Agreement	<ul style="list-style-type: none"> <li>• Transmittal &amp; Acknowledgment</li> <li>• Limited Power of Attorney signed by the petitioner</li> <li>• Certified or verified copy of the Salvadoran order or agreement (if available)</li> <li>• Uniform Support Petition</li> <li>• General Testimony (only sections applicable to reason for modification, recalculation of support, and jurisdiction to modify) with supporting documentation/evidence</li> <li>• Locate Person/Assets (where applicable)</li> </ul>
Locate a person or provide leads to assets in EI Salvador	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Locate Person/Assets</li> </ul>
Request status, assistance, or information (eg: requesting income information for a modification, service of process, etc.)	<ul style="list-style-type: none"> <li>• Transmittal &amp; Acknowledgement</li> </ul>

## ***Part C: Incoming Child Support Packages from El Salvador to the U.S.***

Once El Salvador's PGR is satisfied that the application and the relevant documents are sufficient, it will send the case to the specific State in which the debtor resides. As with other international agreements, the physical presence of the child or custodial parent is not mandatory to establish and enforce a case. A maintenance obligation towards a spouse or former spouse where there are no minor children can be enforced on the basis of reciprocity between El Salvador and the individual State.

As discussed earlier, the U.S. – El Salvador bilateral agreement does not contain a statute of limitations provision. Accordingly, under Salvadoran law the general two-year limitation in the Family Code is not applicable to orders being enforced in the U.S. As UIFSA requires States to apply the longer statute of limitation between the issuing and enforcing jurisdiction, Salvadoran orders may be enforced until the obligation is paid in full.

Payments for multiple cases can be included in one check as long as case identification information is also provided. Payments should be made payable to the PGR and sent to the PGR at the following address:

Procuraduria General de la Republica (PGR)  
9a Calle Poniente y 13 Av. Norte - Torre PGR  
Centro de Gobierno  
San Salvador, El Salvador, C.A.

### **Hearing Notification**

If a hearing is to be held in the U.S. State, El Salvador requests that the notice of the hearing be sent through the initiating PGR in El Salvador, not directly to the petitioner.

### **Medical Support**

In El Salvador, a child's medical needs are incorporated into the notion of child support. There will be no separate request for medical support unless there are extraordinary medical needs. When establishing a support order for a Salvadoran petitioner, the U.S. caseworker should include a request for cash medical support unless health insurance provided by the debtor is usable by the child in El Salvador. An example of usable health insurance in El Salvador may include social insurance which is medical coverage provided by the Salvadoran Government for children under the age of twelve whose parents are employed.

### **Small Payment Amounts**

Because the cost of cashing a support payment check may exceed the amount of a small payment, El Salvador suggests that in individual cases the custodial parent may request that small payments be held and forwarded as a combined payment. As noted in PIQ-04-01, a IV-D agency may obtain permission from the Salvadoran custodial parent to send payments using an alternative disbursement timeframe, i.e., bi-weekly, monthly, or bi-monthly. The IV-D agency needs to document the custodial parent's consent in its records (see PIQ-04-01 at <http://www.acf.hhs.gov/programs/cse/pol/PIQ/2004/piq-04-01.htm>).

### **U.S. Locate**

If the State in which the debtor is living is unknown, El Salvador may send a request to the U.S. Central Authority, the Federal Office of Child Support Enforcement, and the U.S. Central Authority will use the Federal Parent Locator Service to try to locate the State in which the debtor resides.

### **Enforcement of Salvadoran Order**

Should a respondent in the U.S. contest registration of a Salvadoran order based on due process grounds, the U.S. tribunal (not the caseworker or agency) will determine whether due process requirements of the U.S. Constitution have been met. Like the U.S., El Salvador does *not* recognize a child home state basis for jurisdiction to establish a support order. Jurisdiction in child support cases requires El Salvador to have personal jurisdiction over the debtor. The form of notice to the respondent is set out in the Policy section of this Guide. El Salvador's due process requirements (notice and the opportunity to be heard) are similar to those of the U.S. Additionally, if the respondent does not appear for the proceeding, the respondent is represented by the Public Family Defender (*Procurador de Familia*), who is a delegate of the Solicitor General of the Republic.

If the U.S. tribunal refuses registration, the State should request a new U.S. support order, retroactive for the period permitted under State law.

### **Forms**

The following chart, ***Forms from El Salvador to the U.S.***, summarizes the forms that El Salvador will send to the U.S. to process various case actions. El Salvador has agreed to use the attached bilingual English and Spanish forms to initiate service requests to the U.S. U.S. caseworkers should find the forms' format and the information they contain to be familiar because, even though they are in two languages, the forms are very similar to those used in domestic interstate UIFSA cases.

*Continued on the following page.*

**Forms from El Salvador to the U.S.**

<b>IF the person in El Salvador wants to ...</b>	<b>THEN complete these bilingual forms and documents ...</b>
Establish a new (initial) support assessment/order in the U.S. including the establishment of paternity	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Uniform Support Petition</li> <li>• General Testimony, with supporting documentation/evidence including verification that no other enforceable support order exists (see discussion above)</li> <li>• Affidavit in Support of Establishing Parentage (where applicable)</li> <li>• Locate Person/Assets (if applicable)</li> </ul>
Register and enforce an existing Salvadoran order in the U.S.	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• 2 copies of the existing order (translated), including a verified copy from the PGR or Family Court (or a certified copy)</li> <li>• Locate Person/Assets (if applicable)</li> <li>• Statement of Enforceability</li> <li>• Existing Order Information &amp; Sworn Statement of Arrears</li> </ul>
Register & modify an existing Salvadoran order in the U.S. because the order is not modifiable in El Salvador	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• 2 copies of the existing order (translated), including a verified copy from the PGR or Family Court (or a certified copy)</li> <li>• Uniform Support Petition</li> <li>• General Testimony (only sections applicable to reason for modification and recalculation of support), with supporting documentation/evidence</li> <li>• Locate Person/Assets (if applicable)</li> <li>• Statement of Enforceability</li> <li>• Existing Order Information &amp; Sworn Statement of Arrears</li> </ul>
Request modification of an existing U.S. Order or Agreement	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• 2 copies of the existing order (translated), including a verified copy from the PGR or Family Court (or a certified copy)</li> <li>• Uniform Support Petition</li> <li>• General Testimony (only sections applicable to reason for modification and recalculation of support), with supporting documentation/evidence</li> <li>• Statement of Enforceability</li> <li>• Locate Person/Assets (if applicable)</li> </ul>

IF the person in El Salvador wants to ... THEN complete these bilingual forms and documents ...	
Locate a person or provide leads to assets in the U.S.	<ul style="list-style-type: none"> <li>• Transmittal</li> <li>• Locate Person/Assets</li> </ul>
Request status, assistance, or information (ex: requesting income information for a modification, service of process, etc.)	<ul style="list-style-type: none"> <li>• Transmittal</li> </ul>

## Part D: Policy for El Salvador

AGE OF MAJORITY	
Age of majority in El Salvador	18 (Article 345 of the Family Code)
If not stated in the order, at what age is child support automatically terminated as a matter of Salvadoran law? Qualify, if necessary.	Parents must provide support until a child turns 18 years of age. A support order may be extended after that time if the child is pursuing a profession or occupation that will allow him/her to satisfy his/her own needs.
Does child support end if the child leaves the household but does not emancipate?	Support does not end if the child leaves the household. There is no emancipation in El Salvador.
Does El Salvador allow support to be paid beyond the age of majority under any circumstances (for example, the child is handicapped or in post-secondary education)?	See above. A support order may be extended after that time if the child is pursuing a profession or occupation that will allow him/her to satisfy his/her own needs. The law also permits support to be ordered for a disabled (Article 206 of Family Code) or incapacitated adult child (Article 290 of the Family Code); however such has a subordinate position in the hierarchy of obligations.
SERVICE OF PROCESS	
Check which of the following methods are used to serve process on an individual:	<p><input checked="" type="checkbox"/> - personal service by an official from the Court or PGR to respondent or to a family member in the home or to a neighbor. If the address is known, but there is no one to leave notice with, the official will leave the summary or note on the door telling the respondent to pick the papers up at the PGR or court.</p> <p><input type="checkbox"/> regular mail (no receipt)</p> <p><input type="checkbox"/> regular mail with receipt from the addressee</p> <p><input type="checkbox"/> registered mail (receipted by anyone at the address)</p> <p><input checked="" type="checkbox"/> - publication - if address is not known, publish 3 times in a newspaper</p> <p><input checked="" type="checkbox"/> - by diplomatic channels using Letters Rogatory (Cases outside the bilateral agreement only)</p>
How is a non-resident or person whose whereabouts are not known, notified of proceedings?	Publication - if address is not known, publish three times in a newspaper (Article 35, Law of Family Procedure)



<b>STATUTE OF LIMITATIONS</b>	
Is there a statute of limitations for past due support? If yes describe.	Article 261 of the Family Code provides a two year statute of limitations. However, this article does not apply to the bilateral agreement. The bilateral agreement is regarded as a treaty; treaties are special laws under Article 144 of the Constitution. Since no statute of limitations has been specified in the bilateral agreement, the restrictions of Article 261 are superseded.
Is there a statute of limitations for establishing paternity? If yes describe.	No – Article 150 of Family Code
Will El Salvador accept a petition if the only issue is support for a prior period, that is, no child is currently entitled to support?	Yes. There is no restriction to preclude an arrears-only petition under an existing order. Recent enactment of Article 264 of the Family Code means that this bi-lateral agreement may be applied to support orders issued prior to the date of the agreement. However, Salvadoran law does not permit the entry of retroactive support orders.
<b>AMOUNT OF SUPPORT</b>	
In setting the amount of support, whose income is considered in addition to the income of the non-custodial parent? (for example: custodial parent's, custodial parent's new spouse, child's, etc)	The needs of the child and income and resources of both parents are considered. The child's needs are considered based on the child's standard of living (living expenses), health conditions, and educational needs.
How is the amount of support determined? (examples: by formula, % of income, tribunal discretion, etc)	There is no set formula. Article 254 of the Family Code and the Code of Family Procedure requires the support to be set "proportionate to the financial capacity of the support debtor and the need of the applicant, with due regard for the personal situation of both and the family obligations of the support debtor." The Attorney General is charged with setting support based on the "results of socioeconomic studies and pertinent evidence..." El Salvador reports that average support orders for international cases are between \$100 and \$180/month (U.S.). If there are multiple families to which the debtor owes support, the needs of all are considered. There is no set formula for apportionment of multiple obligations.
Does El Salvador allow for support for a period before the parent applied? If yes, what is the period allowed (for example, from the birth of the child, from date of separation, retroactivity support is limited to X years, etc)	No. A support order may not be entered for a period prior to the date the legal request for support was made to the PGR or to the court. (Article 253 of the Family Code). There is an exception in the case of pregnant women, Article 249 of the Family Code.

<b>MODIFICATION OF ORDERS</b>	
May either party request a review for modification?	Yes.
Will El Salvador modify its existing domestic judgment when one of the parties resides in the USA and will not return for -- or refuses to participate in – the proceedings?	Yes. Although Salvadoran law provides for the presence of the parties before the court, Article 8 of the Bi-lateral Agreement provides: “The physical presence of the child, spouse, former spouse or other relative entitled to maintenance, or of the custodial parent or guardian shall not be required in proceedings under this Agreement within the jurisdiction of the Requested Party.” The Petitioner residing in the U.S. signs a Limited Power of Attorney so a PGR attorney may represent the non-resident.
Does El Salvador law require <u>automatic</u> adjustments (for example, based on changes in the cost of living, or X% every 3 years, etc)?	No. The court establishes on a case-by-case basis how adjustments will be made. In the case of administrative decisions, there are no automatic adjustments.
If yes, are the automatic adjustments considered to be modifications of the order?	N/A
Is a new order issued as a result of an automatic adjustment?	N/A
Is there a minimum or threshold amount of change that must occur before a modification is made? (for example, the order would need to change by 25 dollars or more, or at least 10% change in order.)	There is no set minimum or threshold. When the support needs of the child or the financial capacity of the debtor change, a modification request may be submitted. (Article 259)

<b>COST RECOVERY</b>	
What costs, if any, are recovered from the custodial parent?	None if an applicant. Salvadoran authorities will provide free of charge all services necessary to recognize and enforce U.S. orders and to establish new orders for U.S. applicants, including the establishment of paternity. In rare instances, a private lawsuit could be filed for damages if the court finds the request for child support or to establish paternity had no basis.
What costs, if any, are recovered from the non-custodial parent?	Agency services are cost-free. Paternity exclusionary tests are available in El Salvador. DNA testing is done by the judicial laboratory.

## ***Part E. Bilingual International Forms for El Salvador***

Bilingual international forms for El Salvador are presented on the following pages:

- AFFIDAVIT IN SUPPORT OF ESTABLISHING PARENTAGE
- EXISTING ORDER INFORMATION & SWORN STATEMENT OF ARREARS
- GENERAL TESTIMONY
- LIMITED POWER OF ATTORNEY
- LOCATE PERSON/ASSETS
- REGISTRATION STATEMENT
- STATEMENT OF ENFORCEABILITY
- TRANSMITTAL AND ACKNOWLEDGMENT
- UNIFORM SUPPORT PETITION

**AFFIDAVIT IN SUPPORT OF ESTABLISHING PARENTAGE  
DECLARACIÓN JURADA EN APOYO DE LA DETERMINACIÓN DE PATERNIDAD**

Petitioner:  
**Solicitante:**

Respondent:  
**Demandado:**

Other Country Reference Number:  
**Número de referencia de otro país:**

US Reference Number:  
**Número de referencia de Estados Unidos:**

International -U.S. Internacional -EE.UU.
File Stamp Sello de Archivo

**SECTION 1  
SECCIÓN 1**

I, \_\_\_\_\_, under oath, depose and allege:  
Name (First, Middle, Last)

Yo \_\_\_\_\_, bajo juramento declaro y alego lo siguiente:  
Nombre (nombre de pila, apellidos)

1. I am:

the biological mother of the child named below/Soy la madre biológica del menor citado a continuación:

the biological father of the child named below/el padre biológico del menor citado a continuación:

Child's Full Name (First, Middle, Last) <b>Nombre completo del menor</b> (nombre de pila, apellidos)	Child's Date of Birth (Month, Date, Year) <b>Fecha de nacimiento del menor</b> (mes, día, año)	Place of Birth (City, State, Country) <b>Lugar de nacimiento</b> (ciudad, estado, país)
Date Mother Got Pregnant (Month, Date, Year) <b>Fecha (aproximada) en que la madre quedó embarazada</b> (mes, día, año)	Full Term Pregnancy? <b>¿Embarazo normal?</b> <input type="checkbox"/> Yes/Sí <input type="checkbox"/> No (If No, explain)/No (En caso negativo, explicar)	Where Mother Got Pregnant (City, State, Country) <b>¿Dónde quedó embarazada la madre?</b> (ciudad, estado, país)

2. The child was conceived as a result of sexual intercourse between/El niño fue concebido como resultado de relación sexual entre:

\_\_\_\_\_  
Name (First, Middle, Last)/Nombre (nombre de pila, apellidos)

and me during the time stated above/y yo durante el periodo indicado arriba.

**SECTION 2 - TO BE COMPLETED BY MOTHER ONLY  
SECCIÓN 2 – DEBERÁ LLENARLA LA MADRE SOLAMENTE**

I declare to the best of my knowledge that there is no other possible father. If this declaration cannot be made, contact the Central Authority in the requested jurisdiction to determine whether additional information or

testimony is required before filing. / Declaro que, según mi leal saber y entender, no hay otro padre posible de este menor. En caso de que no se pueda realizar esta declaración, se deberá contactar a la Autoridad Central del estado requerido para determinar si se necesita información adicional o testimonio antes de presentar la solicitud correspondiente.

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**SECTION 3 -- OTHER PERTINENT INFORMATION**

**SECCION 3 - OTRA INFORMACION PERTINENTE**

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[ ] Continued On Attached Sheet(s), incorporated by reference.

[ ] Continúe en la hoja u hojas adjuntas, que se incorporan por referencia.

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**SECTION 4 – GENETIC TESTING**

**SECCIÓN 4 – PRUEBAS GENÉTICAS**

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All genetic samples are gathered in the country of residence of the person providing the sample. Todas las muestras para las pruebas genéticas se habrán de realizar en el país de residencia de la persona que proporciona la muestra.

[ ] I request genetic testing and will appear when required to provide a genetic sample./Solicito que se realicen pruebas genéticas y voy a comparecer cuando así sea requerido para proporcionar una muestra.

[ ] I am the custodian of the child whose paternity is at issue and agree to produce the child as directed to provide a genetic sample./Tengo el cuidado/custodia del menor cuya paternidad se está planteando y estoy de acuerdo en hacer comparecer al menor según sea requerido para proporcionar una muestra para la prueba genética.

---

**Verification**  
**Verificación**

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The undersigned attests that all information and facts contained in this affidavit in support of establishing parentage are true and correct to the best of my knowledge and belief./ Declaro que toda la información y circunstancias que se incluyen en esta declaración jurada en apoyo de la determinación de la paternidad son verídicas y correctas según mi leal saber y entender.

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of: [ ] Petitioner - Solicitante  
Firma de:

\_\_\_\_\_  
Sworn to and signed before me  
Juramentado y firmado ante mí

\_\_\_\_\_  
Notary Public/Public Official  
Notario Público/Public Official

\_\_\_\_\_  
Commission expires  
Mi mandato expira

this Date, County, State  
el día de hoy, condado, estado

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**EXISTING ORDER INFORMATION &  
SWORN STATEMENT OF ARREARS**  
**INFORMACIÓN SOBRE ORDEN EXISTENTE Y  
DECLARACIÓN JURADA DE PAGOS EN MORA**

**International - U.S.  
Internacional - EE.UU.**

**File Stamp  
Sello de Archivo**

**Petitioner:  
Solicitante:**

**Respondent:  
Demandado:**

**To - A:**

Other Country Reference Number:  
Numero de referencia de otro pais

U.S. Reference Number:  
Numero de referencia de Estados Unidos:

**From - De:**

Telephone - Telefono: Fax:  
Internet/E-mail address - Dirección de Internet/Correo electrónico:

**Describe all current orders (include all pertinent orders and modifications).  
Describa todas las órdenes/decisiones actuales (incluya todas las órdenes y modificaciones pertinentes).**

**NOTE:** if more than 1 order exists, attach a complete description as below for each.

**NOTA:** si existe más de 1 orden, adjunte una descripción completa tal como se indica a continuación para cada una.

Date of Order Fecha de la Orden	Current Amount of Payment Cantidad actual del pago	Frequency of payment (Monthly/Weekly/etc.) Frecuencia del pago (Mensual/semanal/etc.)	Amount paid towards arrears Cantidad pagada a cuenta de los pagos en mora	Frequency of payment towards arrears Frecuencia de pago a cuenta de los pagos en mora
Amount of Unpaid Interest: Cantidad de intereses adeudados: as of (date): al (fecha):			Total Arrears: Pagos en mora totales adeudados: As of (date): al (fecha):	
Tribunal's Name & Address Nombre y dirección del tribunal				

Are there other terms of the order that need to be enforced, such as medical coverage or other unpaid costs and fees that are not included in the amount ordered as shown above [ ] No [ ] Yes, describe:

¿Hay otras condiciones de la orden que necesitan hacerse cumplir, tales como cobertura médica u otros costos y honorarios pendientes que no se han incluido en la cantidad ordenada arriba? [ ] No [ ] Sí, describa:

**DEBTOR'S MAINTENANCE PAYMENT HISTORY  
HISTORIAL DE PAGOS DE ALIMENTOS DEL DEUDOR**

From (Year) to (Year): De (año) a (año):	Agency Which Prepared the Payment History which appears below or is attached Entidad que preparó el historial de pago que aparece a continuación o que se adjunta
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- Certified copy of tribunal/agency payment history is attached, **or**  
Se adjunta copia certificada del historial de pagos del tribunal/entidad **o**
- Payment history is provided below:  
El historial de pagos se proporciona abajo:

Debtor's Payment History: Adjudicated Arrears: \_\_\_\_\_ as of \_\_\_\_\_  
(amount) (date of Order)

Historial de pagos del deudor: Pagos en mora reconocidos judicialmente: \_\_\_\_\_ al \_\_\_\_\_  
(cantidad) (fecha de la Orden)

In the tables below show the arrears that have accrued:

En los cuadros que figuran a continuación se presentan los pagos en mora que se han acumulado:

- since the date that the arrears were adjudicated **or**  
desde la fecha en que se reconocieron judicialmente los pagos en mora **o**
- since the order was entered, if the arrears have **not** been adjudicated.  
desde que se emitió la orden, si **no** se han reconocido judicialmente pagos en mora.

Year: \_\_\_\_\_  
Año: \_\_\_\_\_

Year: \_\_\_\_\_  
Año: \_\_\_\_\_

	Amount Due Cantidad adeudada	Amount Paid Cantidad pagada	Balance Saldo
Jan/Enero			
Feb/Feb.			
Mar/Mar.			
Apr/Abril			
May/Mayo			
Jun/Junio			
Jul/Julio			
Aug/Ago.			
Sep/Sep.			
Oct/Oct.			
Nov/Nov.			
Dec/Dic.			
<b>Total</b>			

	Amount Due Cantidad adeudada	Amount Paid Cantidad pagada	Balance Saldo

Total of Adjudicated and Accrued Arrears \_\_\_\_\_ as of (date) \_\_\_\_\_  
 Total de pagos en mora reconocidos judicialmente y acumulados \_\_\_\_\_ al (fecha) \_\_\_\_\_



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## Verification - Verificación

The undersigned attests that all information and facts contained in this Existing Order Information & Sworn Statement of Arrears are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en esta Información Sobre Orden Existente y Declaración Jurada de Pagos en Mora son verídicos y correctos según mi leal saber y entender.**

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of: [  ] Petitioner - Solicitante  
Firma de: [  ] Petitioner's Attorney - Abogado del Solicitante  
[  ] Tribunal/Agency Representative

\_\_\_\_\_  
Sworn to and signed before  
Me this Date, County, State

Juramentado y firmado ante mí  
el día de hoy, condado, estado

\_\_\_\_\_  
Notary Public/Public Official (Notario Público/Public Official) Commission expires (Mi mandato expira)

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**GENERAL TESTIMONY  
TESTIMONIO GENERAL**

NAME OF PETITIONER:  
**NOMBRE DEL SOLICITANTE:**  
 Petitioner is:  Creditor  Caretaker Other than Parent  
**El Solicitante es:**  **Acreeedor**  **Persona que cuida al niño  
distinta del padre o la madre**  
 Debtor  Court Appointed Caretaker  
 **Deudor**  **Persona que cuida al niño  
designada por el tribunal**

**International - U.S.  
Internacional - EE.UU.**

**File Stamp  
Sello De Archivo**

Petitioner is:  Mother  Father  
**El Solicitante es:**  la Madre  el Padre

NAME OF RESPONDENT:  
**NOMBRE DEL DEMANDADO:**  
 Respondent is:  Creditor  Caretaker Other than Parent  
**El demandado es:**  **Acreeedor**  **Persona que cuida al niño distinta del  
padre o de la madre**  
 Debtor  Court Appointed Caretaker  
 **Deudor**  **Persona que cuida al niño  
designada por el tribunal**

Respondent is:  Mother  Father  
**El Demandado es:**  la Madre  el Padre

**To - A:**

Other Country Reference Number:  
 Número de referencia de otro país:

**From - De:**

U.S. Reference Number:  
 Número de referencia de Estados Unidos:

Telephone - Teléfono: \_\_\_\_\_ Fax: \_\_\_\_\_  
 e-mail - Correo electrónico: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, testifies as follows:  
 Name (First, Middle, Last) **debidamente juramentado, atestigua lo siguiente:**  
**Nombre (Nombre de pila y apellidos)**

**Non-Disclosure:** Would the health, safety or liberty of the petitioner or child(ren) be unreasonably put at risk by the disclosure of any of the identifying information contained in this form?  No  Yes, if Yes, for petitioner's address use the address of the Central Authority and attach a "non-disclosure finding" which may be an existing order or finding, which may be made ex parte, that the health, safety or liberty of the petitioner or child(ren) would be unreasonably at risk. If such an order or finding exists the tribunal shall order that the address of the child or party or other identifying information not be disclosed in a pleading or other document filed in this proceeding.

**No divulgación:** ¿Se verían la salud, la seguridad o la libertad del solicitante o del niño o niños sometidas a riesgo irrazonable por la divulgación de cualquiera de los datos de identificación arriba indicados?  No  Sí. En caso afirmativo, utilice la dirección de la Autoridad Central como dirección de la solicitante, y adjunte una "decisión de no divulgación" que puede ser una orden o decisión existente, lo cual puede efectuarse de oficio, que indique que la salud, la seguridad o la libertad del solicitante o del niño o niños se verían sometidas a riesgo irrazonable. Si existe tal orden o decisión, el tribunal ordenará que la dirección del niño o la parte en cuestión u otra información de identificación no sea divulgada en una rogatoria u otro documento presentado en estas actuaciones.

**1. Personal Information About Child(ren)'s Mother**  
**Información personal acerca de la madre del niño o niños**

Mother's Full Name (First, Middle, Last; include nickname, alias): Nombre completo de la madre (Nombre de pila, apellidos; incluir los mote, alias): Mother is: <input type="checkbox"/> Creditor <input type="checkbox"/> Debtor La madre es: <input type="checkbox"/> Acreedora <input type="checkbox"/> Deudora		
Home Address <input type="checkbox"/> Confirmed _____ (date) Domicilio <input type="checkbox"/> Confirmado _____ (fecha)	National Identity Number/ U.S. Social Security Number Número nacional de identidad/ Número de seguro social de EEUU	Date of Birth Fecha de nacimiento
	Home Phone - Teléfono en la casa	Work Phone -Teléfono en el trabajo
If the mother is the debtor, provide her employer's name & address: Si la madre es la deudora, proporcione el nombre y dirección de la empresa en la que trabaja:  <input type="checkbox"/> Confirmed _____ (date) <input type="checkbox"/> Confirmado _____ (fecha)		Occupation, Trade or Profession Ocupación, oficio o profesión

Present Marital Status Estado civil actual <input type="checkbox"/> Married <input type="checkbox"/> Single Casada Soltera <input type="checkbox"/> Divorced <input type="checkbox"/> Legally Separated <input type="checkbox"/> Separated <input type="checkbox"/> Unknown Divorciada Legalmente separada Separada Se desconoce
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**2. Personal Information About Child(ren)'s Father**  
**Información personal acerca del padre del niño o niños**

Father's Full Name (First, Middle, Last; include nickname, alias): Nombre completo del padre (Nombre de pila, apellidos; incluir los mote y alias): Father is: <input type="checkbox"/> Creditor <input type="checkbox"/> Debtor El padre es: <input type="checkbox"/> Acreedor <input type="checkbox"/> Deudor		
Home Address <input type="checkbox"/> Confirmed _____ (date) Domicilio <input type="checkbox"/> Confirmado _____ (fecha)	National Identity Number/ U.S. Social Security Number: Número nacional de identidad/ Número de seguro social en EEUU	Date of Birth Fecha de nacimiento
	Home Phone -Teléfono en la casa	Work Phone -Teléfono en el trabajo
If the father is the creditor, provide his employer's name & address: Si el padre es el deudor, dar el nombre y dirección de la empresa en la que trabaja  <input type="checkbox"/> Confirmed _____ (date) <input type="checkbox"/> Confirmado _____ (fecha)		Occupation, Trade or Profession Ocupación, oficio o profesión

Present Marital Status Estado Civil Actual				
<input type="checkbox"/>	Married Casado	<input type="checkbox"/>	Single Soltero	
<input type="checkbox"/>	Divorced Divorciado	<input type="checkbox"/>	Legally Separated Legalmente Separado	<input type="checkbox"/>
		<input type="checkbox"/>	Separated Separado	<input type="checkbox"/>
				Unknown Se desconoce

### 3. Personal Information About Caretaker Other than Parent

#### Información personal acerca de la persona que cuida al niño distinta del padre o de la madre

Caretaker's Full Name (First, Middle, Last; include nickname, alias) Nombre completo de la persona que cuida al niño (nombre de pila, apellidos, incluir mote, alias)				
Caretaker's Relation to Child is: La relación con el niño de la persona que lo cuida es:				
Home Address [ ] Domicilio	Confirmed _____ (date) Confirmado _____ (fecha)	National Identity Number/ U.S. Social Security Number Número nacional de identidad/ Número de seguro social en Estados Unidos	Date of Birth Fecha de nacimiento	Sex Sexo
Date Child(ren) Began Residing With Caretaker Fecha [aproximada] en que el niño o niños comenzaron a residir con la persona que cuida de ellos				

### 4. Legal Relationship of Parents

#### Relación legal de los padres

- Never married to each other  
No han estado nunca casados entre sí
- Married on (Date) \_\_\_\_\_ in (County/State/Nation)  
Casados el (Fecha) \_\_\_\_\_ en (Condado/estado/país) \_\_\_\_\_
- Married by common law for the period (dates) \_\_\_\_\_ in (County/State/Nation):  
Casados por derecho consuetudinario por el período (Fechas) \_\_\_\_\_ en (Condado/estado/país): \_\_\_\_\_
- Divorced on (date): \_\_\_\_\_ in (County/State/Nation):  
Divorciados el (Fecha): \_\_\_\_\_ en (Condado/estado/país): \_\_\_\_\_
- Legally separated on (date): \_\_\_\_\_ in (County/State/Nation):  
Legalmente separados el (Fecha) \_\_\_\_\_ en (Condado/estado/país): \_\_\_\_\_
- Separated on \_\_\_\_\_  
Separados el \_\_\_\_\_
- Divorce pending in \_\_\_\_\_  
Divorcio pendiente en \_\_\_\_\_
- Other  
Otro

The name and location of the tribunal in divorce, legal separation or support order actions:

El nombre y lugar del tribunal en el divorcio, separación legal o intervenciones en materia de decisiones de alimentos:

**5. Dependent Child(ren) in this Action** (List only the children in this action for whom the establishment of parentage or support, or modification of a support order, is sought. Reproduce this section if there are more than 2 children.)

**Niño o niños a cargo en esta acción** (Incluya sólo a los niños para quienes se busca la determinación de paternidad o de alimentos o la modificación de una orden de alimentos. Reproduzca esta sección si se trata de más de dos niños.)

The child(ren) named below began residing in initiating nation on \_\_\_\_\_  
 Month/Year

El niño o niños citados a continuación comenzaron a residir en el país iniciador el \_\_\_\_\_  
 Mes/año

Full Name (First, Middle, Last) Nombre completo (nombre de pila, apellidos)	Date of Birth: Fecha de nacimiento Sex: Sexo
Address Dirección	Parentage Established? ¿Paternidad determinada? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No
	Support Order Established? ¿Orden de alimentos determinada? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No
National Identity Number/U.S. Social Security Number: Número nacional de identidad/Número de seguro social de Estados Unidos:	Lives with Petitioner? ¿Vive con el Solicitante? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No

Full Name (First, Middle, Last) Nombre completo (nombre de pila, apellidos)	Date of Birth: Fecha de Nacimiento: Sex: Sexo:
Address Dirección	Parentage Established? ¿Paternidad determinada? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No
	Support Order Established? ¿Orden de alimentos determinada? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No
National Identity Number/U.S. Social Security Number Número nacional de identidad/Número de seguro social en Estados Unidos	Lives with Petitioner? ¿Vive con el Solicitante? <input type="checkbox"/> Yes/ Sí <input type="checkbox"/> No

**6. Medical Insurance**

**Seguro médico**

- Are the creditor and dependent children listed in Section 5 covered by medical insurance provided by the debtor, or his/her current employer?  Yes  No  Unknown  
 ¿Están la parte acreedora y los niños a su cargo indicados en la Sección 5 amparados por seguro médico proporcionado por el deudor o por la empresa que le emplea en la actualidad?  Sí  No  Se desconoce
- Do any of the debtor's children have special needs or extraordinary medical expenses not covered by insurance?  No  Yes, if "Yes" please indicate the child involved and the type of special needs/extraordinary medical expenses and the related costs. Attach proofs.  
 ¿Tiene alguno de los hijos de la parte acreedora necesidades especiales o gastos médicos extraordinarios no cubiertos por el seguro?  No.  Sí. En caso afirmativo, sírvase indicar el niño afectado y el tipo de necesidades especiales/gastos médicos extraordinarios y costos afines. Adjunte pruebas.

- Medical/Social insurance coverage for the creditor and dependent children listed in Section 5 is presently provided by: **La cobertura médica / seguro social para la parte acreedora y los niños a su cargo que se indica en la Sección 5 es proporcionada en la actualidad por:**
- The monthly cost paid by the creditor for medical insurance for the debtor's children is \_\_\_\_\_. **El costo mensual pagado por la parte acreedora por el seguro médico de los hijos del deudor es**
- Creditor can purchase needed medical insurance at a monthly cost of: **la parte acreedora puede comprar el seguro médico requerido a un costo mensual de:**

## 7. Direct Payment/ Possession Information

### Pago directo/información sobre posesión

- Has the debtor ever made direct payments to the creditor?  No  Yes, if "Yes" please attach an affidavit which states the dates and amounts of direct payments.  
**¿Ha hecho el deudor pagos directos al acreedor?  No  Sí. En caso afirmativo, adjunte una declaración jurada de la parte acreedora que indique las fechas y cantidades de pagos directos recibidos.**
- Did the child(ren) reside with the debtor at any time during the period for which support is sought, except during periods of visitation specified by a tribunal's order?  No  Yes, If "Yes", Identify the period during which the children resided with the debtor: From: \_\_\_\_\_ through: \_\_\_\_\_, and please attach an affidavit which states the dates and affirms that the debtor provided adequate financial support during these periods. If the debtor did not comply with his parental/financial obligations during this period, please provide a description of the circumstances.  
**¿Residieron el niño o niños con el deudor en algún momento durante el periodo para el que se trata de obtener alimentos, excepto durante los periodos de visitas especificados por orden de un tribunal?  No  Sí. En caso afirmativo identifique el periodo durante el cual los niños residieron con el deudor: De: \_\_\_\_\_ A: \_\_\_\_\_, y sírvase adjuntar una declaración jurada que mencione estas fechas y que indique que el deudor proporcionó los cuidados y prestaciones necesarias durante este período. Si el deudor no cumplió con los cuidados o prestaciones necesarias durante este período, sírvase proporcionar una descripción de las circunstancias correspondientes.**
- Does a support order exist?  No  Yes. If Yes, attach the form "Existing Order Information & Sworn Statement of Arrears".  
**¿Existe una orden de alimentos?  No  Sí. En caso afirmativo, adjunte el formulario "Información sobre orden existente y declaración jurada de pagos en mora".**

## 7A. Basis for Modification

### Razón para la modificación

Is the Petitioner requesting the modification of an order  No  Yes, a modification of an order is being requested and the basis for the request for a modification is indicated below:

**¿Pide el Solicitante la modificación de una orden?  No  Sí. Pide la modificación de la orden y la razón de la petición de modificación se indica a continuación:**

- The earnings of the debtor have substantially increased or decreased.  
**Los ingresos del deudor han aumentado o disminuido sustancialmente.**
- The earnings of the creditor have substantially increased or decreased.  
**Los ingresos del acreedor han aumentado o disminuido sustancialmente.**
- The needs of a party or of the child(ren) have substantially increased or decreased.  
**Las necesidades de una parte o del niño o de los niños han aumentado o disminuido sustancialmente.**
- The relevant national cost of living has changed.  
**El costo de vida nacional pertinente ha cambiado.**
- The child(ren) have extraordinary medical expenses not covered by insurance.  
**El niño o niños tienen gastos médicos extraordinarios no abarcados por el seguro.**
- The child(ren) receive (or have received) public assistance/welfare.  
**El niño o niños reciben (o han recibido) asistencia pública/asistencia social.**
- There has been a substantial change in child care expenses.  
**Ha habido un cambio sustancial en los gastos de atención de salud del niño.**
- Other, Explain

Otro, explique

## 8. Creditor's Public Assistance Information

### Información de ayuda/asistencia pública del acreedor

If no public assistance is/was paid to the creditor, check here  and skip to section 9.  
 Si no se paga/pagó al acreedor asistencia pública, marque aquí  y pase a la sección 9.

- Is the creditor currently receiving public assistance?  No  Yes, and the monthly amount is:  
**¿Recibe el acreedor asistencia pública en la actualidad? No Sí, y la cantidad mensual es:**
- Period during which the creditor was paid public assistance: From (First month/year) to (last month/year)  
 by jurisdiction:(State/province/etc) **Periodo durante el cual el acreedor recibió asistencia pública:** De (Primer mes/año) a (último mes/año)  
 por (jurisdicción (Estado/provincia/etc.):
- Total amount of public assistance paid: as of (date).  
**Cantidad total de asistencia pública pagada:** al (fecha)
- Public medical assistance related to prenatal, postnatal, or general expenses was paid in the  
**Se pagó asistencia médica pública relacionada con los gastos antes del parto, después del parto o gastos generales por la**

Amount of  by (agency)  
 cantidad de  por (entidad)

## 9. Financial Information (As required by responding jurisdiction)

### Información financiera (tal como requiera la jurisdicción requerida)

The amounts shown in the following tables are in  US dollars  
 other currency (specify):

Las cantidades indicadas en los cuadros siguientes están expresadas en  dólares de los Estados Unidos  
 en otra moneda (especifique):

GROSS MONTHLY INCOME INGRESO MENSUAL BRUTO:	Petitioner Solicitante	Petitioner's Current Spouse/Partner Cónyuge/ compañero o compañera actual del Solicitante	Children for whom support is sought in this petition Hijos para los cuales se solicitan alimentos
Wages, salary Sueldos, salario			
Regularly received overtime, commissions, tips, bonuses Horas extraordinarias, comisiones, propinas, bonificaciones regularmente recibidas			
Disability payments Pagos por incapacidad			
Retirement payments Pagos de jubilación			
Unemployment/Severance Payments Pagos por desempleo/indemnización por despido			
Spousal maintenance Alimentos para cónyuge			
Other income/payments (explain) Otro ingreso/pagos(explique)			
<b>Total Gross Monthly Income</b> Ingreso mensual bruto total			

<b>DEDUCTIONS FROM INCOME: DEDUCCIONES DEL INGRESO:</b>	<b>Petitioner Solicitante</b>	<b>Petitioner's Current Spouse/Partner Cónyuge/ compañero o compañera actual del solicitante</b>	<b>Children for whom support is sought in this petition Hijos para los cuales se solicitan alimentos</b>
Medical/Social Insurance Seguro médico/seguro social			
National/Federal Income tax Impuesto sobre la renta nacional/federal			
State/Province Income tax Impuesto sobre la renta estatal/provincial			
City/Local Income Tax Impuesto sobre la renta metropolitano/local			
Other Income Tax (explain) Otro Impuesto sobre la renta (explique)			
Mandatory Retirement Jubilación obligatoria			
Other (explain) Otro (explique)			
<b>Total: Deductions</b> Total: Deducciones			

**PRIOR YEAR'S GROSS INCOME - INGRESO BRUTO PARA EL AÑO PRECEDENTE**

Year: Año:			
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**PETITIONERS MONTHLY HOUSEHOLD EXPENSES  
GASTOS MENSUALES DE VIVIENDA DEL SOLICITANTE**

	<b>Petitioner Solicitante</b>	<b>Child(ren) For Whom Support Is Sought Hijo o hijos para quienes se solicitan alimentos</b>
Rent/Mortgage Alquiler/hipoteca		
Utilities Servicios públicos (electricidad, teléfono, gas, etc.)		
Food –Alimentos		
Medical Expenses/Deductibles Gastos médicos/deducibles		
Uninsured/Extraordinary Medical Expenses Gastos médicos extraordinarios/no asegurados		
Transportation –Transporte		
Child Care -Cuidado de los niños		
Other Maintenance Payments Otros pagos de alimentos		
Other (explain) - Otro (explique)		
<b>Total Monthly Expenses</b> <b>Gastos mensuales totales</b>		



**INFORMATION ABOUT THE PETITIONERS ASSETS**  
**INFORMACIÓN ACERCA DE LOS BIENES DEL SOLICITANTE**

Real Estate Bienes raíces	Address & description Dirección y descripción		Value Valor
Pension/Retirement Pensión o jubilación Plan or Account Plan o cuenta	Value & location Valor y lugar		
Savings Account Cuenta de ahorros	Balance & location Saldo y lugar		
Checking Account Cuenta corriente	Balance & location Saldo y lugar		
Other Financial Instruments Otros instrumentos financieros	Value & location Valor y lugar		
Vehicle/Boat/Plane (make/model/year) Vehículo/embarcación/aeronave (marca/modelo/año)	Purchase Price/amount owned Precio de compra/cantidad adeudada	Estimated value Valor estimado	
Vehicle/Boat/Plane (make/model/year) Vehículo/embarcación/aeronave (marca/modelo/año)	Purchase Price/amount owned Precio de compra/cantidad adeudada	Estimated value Valor estimado	

**10. Requested child support amount / Monto de alimentos solicitado**

Creditor requests \$ \_\_\_\_\_ (USD) in child support based upon the needs of the child(ren) and resources of the creditor and debtor.

El acreedor solicita US\$ \_\_\_\_\_ por concepto de alimentos, tomando como base las necesidades del/de los niño(s) y los recursos del deudor y del acreedor.

**11. Other Pertinent Information (Attach additional sheets if necessary).** (For example, information about current spouses/partners, their income, other dependants)

**Otra información pertinente (Agregue hojas adicionales, si es necesario).** (Por ejemplo, información acerca de cónyuges/parejas actuales, su ingreso, otras personas a su cargo.)

## 12. Attachments

### Adjuntos

The following are attached as appropriate and incorporated by reference:

**Se adjunta lo siguiente, según proceda, y se incorpora al presente por referencia:**

- The required number of copies of all support orders for the case.  
**El número requerido de copias de todas las órdenes de alimentos para el caso.**
- Copy of the certified support payment records.  
**Copia de los registros de pago de alimentos certificados.**
- Copies of bills for prenatal, postnatal and general health care of mother and child.  
**Copias de las facturas por atención antes del parto, después del parto y atención de salud general para la madre y el niño.**
- Assignment or subrogation of support rights.  
**Asignación o subrogación de los derechos de alimentos.**
- "Affidavit in Support of Establishing Parentage" for each child whose parentage is at issue.  
**"Declaración jurada en apoyo de la determinación de paternidad" para cada niño cuya paternidad o maternidad esté en tela de juicio.**
- Copy of child(ren)'s birth certificate(s).  
**Copia del certificado o certificados de nacimiento del niño o niños.**
- Acknowledgment of parentage.  
**Reconocimiento de paternidad.**
- Genetic Test Results.  
**Resultados de las pruebas genéticas.**
- Other:  
**Otro:**

## 13 Verification – Verificación

The undersigned attests that all information and facts contained in this General Testimony are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en este Testimonio General son verídicos y correctos según mi leal saber y entender.**

Date - Fecha

Signature of:  Petitioner - Solicitante  
 Firma de:  Petitioner's Attorney - Abogado del Solicitante  
 Tribunal/Agency Representative - Representante del tribunal/entidad

Sworn to and signed before  
 Me this Date, County, State  
 Juramentado y firmado ante mí  
 el día de hoy, condado, estado

Notary Public/Public Official (Notario Público/Public Official) Commission expires (Mi mandato expira)

**LIMITED POWER OF ATTORNEY  
PODER LIMITADO**

This Limited Power of Attorney is given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
Este Poder Limitado se otorga el día de hoy de de 20\_\_

by (Grantor)  
Por (Otorgante)  
of (Address of grantor)  
Domiciliado en (Dirección del otorgante)

I appoint the Solicitor General of the Republic of El Salvador or his designee;

Designo al Procurador General de la República de El Salvador, o a la persona que él designe:

of: (Address)  
Domiciliado en: (Dirección)

to be my true and lawful attorney and give and grant said attorney full power and authority to do and perform on my behalf all and every act and thing necessary, including conciliation and mediation if applicable, for the specific and limited purpose only of obtaining support/maintenance for \_\_\_\_\_  
para que sea mi abogado verdadero y legal y doy y otorgo a dicho abogado plenos poderes y autoridad para hacer y realizar en mi nombre todos y cualquier acto y cosa que sean necesarios, incluyendo la mediación y conciliación de así requerirse, para el fin específico y limitado de obtener únicamente manutención/alimentos para \_\_\_\_\_

**WITNESSED BY: TESTIGOS:**

_____ (Signature of Witness 1) (Firma del testigo 1)	_____ (Signature of Witness 2) (Firma del testigo 2)	_____ (Grantor's signature) (Firma del otorgante)
_____ (Print Name of Witness 1) (Escribir en letras de molde el Nombre del testigo 1)	_____ (Print Name of Witness 2) (Escribir en letras de molde el Nombre del testigo 2)	
_____ (Address of Witness 1) (Dirección del testigo 1)	_____ (Address of Witness 2) (Dirección del testigo 2)	

**CERTIFICATION/VERIFICATION REQUIREMENTS:  
REQUISITOS DE CERTIFICACIÓN/VERIFICACIÓN**

- **Countries Other than the US:** This document must be executed in accordance with local law.  
**Países distintos de los EE.UU.:** Este documento ha de ejecutarse de conformidad con la ley local.
- **For Use By US Tribunals/Agencies Only :** This Power of Attorney must be notarized.  
**Para uso de los tribunales/entidades de los Estados Unidos solamente:** Este poder deberá notarizarse.

The foregoing instrument was acknowledged by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
Acusé recibo del instrumento que antecede, hoy,día de

by: \_\_\_\_\_ who is/are personally known by me or who has/have  
por: \_\_\_\_\_ que me es/son conocido/s personalmente o que ha o han  
produced: \_\_\_\_\_ as identification and who did not take an oath.  
presentado: \_\_\_\_\_ como identificación y que no tomó/tomaron juramento.

_____ Notary Public Notario Público	_____ Commission expires Mi mandato expira	_____ County, State Condado, Estado
---	--	---

(SEAL)/(SELLO)

**LOCATE PERSON/ASSETS  
LOCALIZAR PERSONAS/BIENES**

International - US Internacional - EE.UU.  File Stamp Sello de archivo
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**Petitioner:**  
**Solicitante:**

**Respondent:**  
**Demandado:**

**To:**  
**A:**

Other Country Reference Number:  
Número de referencia de otro país:

**From:** (Agency/Tribunal Contact Person)  
**De:** (Entidad/persona contacto en el tribunal/agencia)

U.S. Reference Number:  
Número de referencia de Estados Unidos:

Telephone - Teléfono: Fax:  
Internet/E-mail address - Dirección de Internet/Correo electrónico:

The information on this form is about the:  Non Custodial Parent  Custodial Parent  
 La información contenida en este formulario corresponde al:  Padre o Madre no Custodio  Padre o Madre Custodio  
 Is the person named below potentially dangerous?  Yes  No  
 ¿Es la persona citada a continuación potencialmente peligrosa?  Sí  No

**FULL NAME** (First, Middle, Last):  
**NOMBRE COMPLETO** (Nombre de pila, apellidos):

If known, please provide the following information: **Siempre que se conozca**, proporcionar la siguiente información:

Alias used:  
Alias utilizado:  
 Maiden Name (if applicable):  
 Nombre de soltera (si procede):  
 Mother's Maiden Name:  
 Nombre de soltera de la madre:  
 Father's Name:  
 Nombre del padre:  
 National I.D. Number (or U.S. Social Security Number):  
 Número Nacional de Identidad (o Número de Seguro Social en los Estados Unidos):  
 Date of Birth (or approximate year):  
 Fecha de nacimiento (o año aproximado):  
 Place of Birth (City, State, County, Nation):  
 Lugar de nacimiento (ciudad, estado, condado, país):  
 Driver's License Number (State, Nation):  
 Número del permiso de conducir (estado, país):  
 Passport Number:  
 Número de pasaporte: Issuing Nation:  
 País emisor:

Sex Sexo	Hair Cabello	Eyes Ojos	Height Estatura	Weight Peso	Other Identifying Characteristics: (e.g., Scars, Skin color, Tattoos, Race, Glasses, etc.) Otras características de identificación: (por ejemplo, cicatrices, color de la piel, tatuajes, raza, anteojos o gafas, etc.)
-------------	-----------------	--------------	--------------------	----------------	--

Last Known Address – Residence:  
 Última dirección conocida – Residencia:

[ ] Confirmed Date \_\_\_\_\_  
 Fecha de confirmación (de esta información)

Last Known Address – Mailing:  
 Última dirección conocida – Para correspondencia:

Telephone-Teléfono:  
 Usual Occupation/Professional Licenses:  
 Ocupación habitual/licencias profesionales:

Last Known Employer (Name, Full Address, Employer ID Number) [ ] Confirmed: Date \_\_\_\_\_  
 Último empleador conocido (nombre, dirección completa, número de identificación del empleador) [ ] Fecha de confirmación:

Telephone-Teléfono \_\_\_\_\_  
 Wages \_\_\_\_\_ per \_\_\_\_\_  
 (amount) (indicate time period)  
 Salarios \_\_\_\_\_ por \_\_\_\_\_  
 (cantidad) (indicar el periodo de tiempo)

**INFORMATION ABOUT THE ASSETS:  
 INFORMACIÓN ACERCA DE LOS ACTIVOS DEL DEMANDADO:**

If known, please provide the following information:  
**Siempre que se conozca, proporcionar la siguiente información:**

Value/Balance of... Valor/Saldo de...	Identifying information Información de Identificación
Real Estate Bienes Raíces	Address & description Dirección y descripción
Savings Account Cuenta de Ahorros	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera
Checking Account Cuenta corriente	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera
Other Financial Instruments Otros instrumentos financieros	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera
Vehicle/Boat/Plane Vehículo/embarcación/aeronave	Description (make/model/year) Descripción (marca/modelo/año)
Other Property Otra propiedad	Description Descripción

---

Current Spouse's Name (First, Middle, Last):  
Nombre del cónyuge actual (nombre de pila, apellidos):

---

Please provide any of the following additional information that may assist in locating this person, **if available**:  
Sírvese proporcionar cualquiera de los datos adicionales siguientes que puedan ayudar a localizar al Demandado, **si se dispone de ellos**:

- Names, addresses, and telephone numbers of friends and relatives  
Nombres, direcciones y números de teléfono de amigos y familiares
  
- Education/degrees/membership in professional organizations  
Formación/grados/títulos/afiliación en organizaciones profesionales
  
- Police record  
Antecedentes penales
  
- Government assistance history  
Historial de asistencia del gobierno

Attachments:  Photograph  other Items, e.g. Fingerprints  Continuation pages  
Adjuntos: Fotografía Otros artículos, tales como huellas dactilares Páginas de continuación

**REGISTRATION STATEMENT  
DECLARACIÓN DE REGISTRO**

<p>International - US Internacional - EE.UU.</p>  <p>File Stamp Sello de Archivo</p>
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**Other Country Reference Number:**  
Número de referencia de otro país:

**U.S. Reference Number:**  
Número de referencia de Estados Unidos:

**1. Summary of the Order to be Registered in:**  
Resumen de la Orden de Registro en:

Date of Support Order:  
Fecha de la Orden de Alimentos:

Name and location of the Tribunal (state, county, province, prefecture, etc and Country) that issued the order:  
Nombre y lugar del tribunal (estado, condado, provincia, prefectura, etc. y país) que emitió la orden:

Tribunal Reference number:  
Número de referencia del tribunal:

Amount of Support ordered:  
Cantidad de alimentos ordenada:

Frequency of Payment ordered:  
Frecuencia de pagos ordenados:

Date of last payment made:  
Fecha del último pago efectuado:

Amount of Arrears (if there are no arrears, show "none"):  
Cantidad de pagos en mora (si no hay pagos en mora, indicar "ninguno"):

Period over which the Arrears accumulated: From \_\_\_\_\_ to \_\_\_\_\_  
(dates in month/day/year format)  
Periodo durante el cual se acumularon los pagos en mora: Desde \_\_\_\_\_ hasta \_\_\_\_\_  
(fechas en formato de mes/día/año)

Currency in which support was ordered:  
Moneda en la que se ordenó proporcionar alimentos:

Exchange rate on the date that this order was established/entered:  
Tipo de cambio en la fecha en que se estableció/instituyó esta orden:

**NOTE:** If there are arrears on this order, please attach a sworn statement by the custodian of payment records, a certified copy of the tribunal/agency payment history, or the completed form "Existing Order Information & Sworn Statement of Arrears".

**NOTA:** Si hay pagos en mora relacionados con esta orden, sírvase adjuntar una declaración jurada del custodio de los registros de pagos, una copia certificada del historial de pagos del tribunal/entidad o el formulario completado de "Información Sobre Orden Existente y Declaración Jurada de Pagos en Mora".

---

**2. Mother information**  **Debtor**  **Creditor**  
**Información sobre la Madre** Deudora Acreedora

Full Name & Aliases (First, Middle, Last):

Nombre completo y alias (nombre de pila, apellidos):

National Identity Number (or US Social Security Number):

Número nacional de identidad (o el número de seguro social en Estados Unidos):

Address (Street, City, State, Nation, Postal Codes):

Dirección (calle, ciudad, estado, país, códigos postales):

Employer (Name & Address):

Empleador (nombre y dirección):

---

**3. Father information**  **Debtor**  **Creditor**  
**Información sobre el Padre** Deudor Acreedor

Full Name & Aliases (First, Middle, Last):

Nombre completo y alias (nombre de pila, apellidos):

National Identity Number (or US Social Security Number):

Número Nacional de Identidad (o Número de Seguro Social en los Estados Unidos):

Address (Street, City, State, Nation, Postal Codes):

Dirección (calle, ciudad, estado, país, códigos postales):

Employer (Name & Address):

Empleador (nombre y dirección):

---

**4. Caretaker (if not a Parent)** if no caretaker, check block and go to next section   
**Persona que cuida al niño (si no es uno de los padres).** Si no existe, marque la casilla  y pase a la siguiente sección.

Relationship of caretaker to children:

Relación de los niños con la persona que cuida de ellos:

Full Name & Aliases (First, Middle, Last):

Nombre completo y alias (nombre de pila, apellidos):

National Identity Number (or US Social Security Number):

Número Nacional de Identidad (o número de seguro social en Estados Unidos):

Address (Street, City, State, Nation, Postal Codes):

Dirección (calle, ciudad, estado, país, códigos postales):

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**5. Is this order registered in another jurisdiction?**  **No**  **Yes, if "Yes", list the other**  
jurisdiction(s) where this order is registered: **Sí, En caso afirmativo, indique la otra jurisdicción o**  
**¿Está registrada esta orden en otra jurisdicción?** **No** **Sí.**  
jurisdicciones en la(s) que está registrada esta orden:

---

**6. Description and location of any property (real and personal).**

**Descripción y localización de cualquier propiedad (mueble e inmueble).**

(Show whatever information is available, even if complete information is not available.)

(Indique cualquier información disponible, incluso si no hay información completa.)



INFORMATION ABOUT THE DEBTOR'S ASSETS: DOES THE DEBTOR HAVE: <b>INFORMACIÓN ACERCA DE LOS BIENES DEL DEUDOR: ¿POSEE EL DEUDOR?:</b>	
Real Estate Bienes raíces <input type="checkbox"/> Yes <input type="checkbox"/> No/Unknown Sí No/Se desconoce	Address & description Dirección y descripción
Savings Account Cuenta de ahorros <input type="checkbox"/> Yes <input type="checkbox"/> No/Unknown Sí No/Se desconoce	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera
Checking Account Cuenta corriente <input type="checkbox"/> Yes <input type="checkbox"/> No/Unknown Sí No/Se desconoce	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera
Other Financial Instruments Otros instrumentos Financieros <input type="checkbox"/> Yes <input type="checkbox"/> No/Unknown Sí No/Se desconoce	Account Number/name /address of financial institution Número de la cuenta/nombre/dirección de la institución financiera

INFORMATION ABOUT THE DEBTOR'S VEHICLES AND OTHER PERSONAL PROPERTY <b>INFORMACIÓN ACERCA DE LOS VEHÍCULOS U OTRA PROPIEDAD PERSONAL DEL DEUDOR</b>	
Vehicle (make/model/year) Vehículo (marca/modelo/año)	Description Descripción
Vehicle (make/model/year) Vehículo (marca/modelo/año)	Description Descripción
Personal Property Propiedad personal (otros bienes muebles)	Description Descripción

**7. Other pertinent information for the Agency/Tribunal, if any:**

**7. Otra información pertinente para la entidad/tribunal, si la hubiere:**

**8A. Verification -- For Use By El Salvador Only**  
**Verificación - Para uso exclusivamente de El Salvador**

The undersigned attests that all information and facts contained in this Registration Statement are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en esta Declaración de Registro son verídicos y correctos según mi leal saber y entender.**

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of: [ ] Petitioner - Solicitante

Firma de: [ ] Petitioner's Attorney - Abogado del Solicitante

\_\_\_\_\_  
Sworn to and signed before  
Me this Date, County, State  
Juramentado y firmado ante mí  
el día de hoy, condado, estado

\_\_\_\_\_  
Notary Public/Public Official (Notario Público/Public Official)

\_\_\_\_\_  
Commission expires (Mi mandato expira)

**8B. Verification -- For Use By US Tribunals/Agencies Only**  
**Verificación – Para uso de los tribunales y entidades de Estados Unidos solamente**

The undersigned attests that all information and facts contained in this Registration Statement are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en esta Declaración de Registro son verídicos y correctos según mi leal saber y entender.**

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of: [ ] Petitioner - Solicitante

Firma de: [ ] Petitioner's Attorney - Abogado del Solicitante

[ ] Tribunal/Agency Representative - Representante del  
tribunal/entidad

\_\_\_\_\_  
Sworn to and signed before  
Me this Date, County, State  
Juramentado y firmado ante mí  
el día de hoy, condado, estado

\_\_\_\_\_  
Notary Public (Notario Público)

\_\_\_\_\_  
Commission expires (Mi mandato expira)

**STATEMENT OF ENFORCEABILITY  
CERTIFICADO/DECLARACIÓN DE EJECUTABILIDAD**



**In the matter of a Support Order between:  
En relación con la cuestión de una Orden de  
Alimentos entre el:**

**Petitioner:  
Solicitante:  
And/Y el  
Respondent:  
Demandado:**

Other Country Reference Number/Número de referencia de otro país:  
U.S. Reference Number/Número de referencia de Estados Unidos:

I, \_\_\_\_\_, the undersigned Authorized Representative of the Central Authority at \_\_\_\_\_ in the State/nation of \_\_\_\_\_ hereby **certify** that the attached order made on \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year) which is styled as/Yo, \_\_\_\_\_, Representante Autorizado de la Autoridad Central en el país/estado de **certifico** por el presente que la decisión adjunta emitida el \_\_\_\_\_ (día) de \_\_\_\_\_ (mes) de \_\_\_\_\_ (año) formulada como: \_\_\_\_\_

in cause number/con el número de caso \_\_\_\_\_ is/es:  
 final and enforceable in (jurisdiction)/definitiva y ejecutable en (jurisdicción):  
 not final because it is subject to appeal, but it is enforceable in (jurisdiction)/no definitiva porque está sujeta a apelación, pero es ejecutable en (jurisdicción):

The Respondent was properly served with a summons initiating the action and provided the opportunity to appear in person or by representative and to prepare a defense to the Petitioner's pleadings in accordance with the laws of this jurisdiction./Se notificó debidamente al Demandado mediante una citación, notificación o emplazamiento por el que se iniciaba la acción y se le dio la oportunidad de comparecer en persona o mediante representante y tiempo para preparar la defensa a los alegatos del Solicitante de conformidad con las leyes de esta jurisdicción.

- The Respondent, in person or by representative, appeared in the proceedings. El Demandado, en persona o mediante representante, compareció en las actuaciones.
- Evidence of the service of process is attached because the order was entered after the failure of the Respondent to appear in the proceedings./Se adjuntan pruebas de una diligencia de emplazamiento ya que la decisión se emitió y registró formalmente después de que el Demandado no compareciera en las actuaciones.

Dated at (Place) \_\_\_\_\_ this \_\_\_\_\_ day of (month/year) \_\_\_\_\_.  
Fechado en (lugar) \_\_\_\_\_ el día de hoy \_\_\_\_\_ de (mes/año)

Printed Name \_\_\_\_\_ and Title \_\_\_\_\_ of Authorized Representative of the Central Authority:  
Nombre (en letras de molde) \_\_\_\_\_ y cargo \_\_\_\_\_ del representante autorizado de la Autoridad Central:

Signature of Authorized Representative of the Central Authority/Firma del representante autorizado de la Autoridad Central: \_\_\_\_\_

Name of Authorized Representative's Agency/Nombre de la Agencia del Representante Autorizado: \_\_\_\_\_

**TRANSMITTAL & ACKNOWLEDGEMENT**  
**TRANSMISIÓN Y ACUSE DE RECIBO**

International - US Internacional - EE.UU.    File Stamp Sello de archivo
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Petitioner:  
**Solicitante:**  
 Respondent:  
**Demandado:**  
 To:  
 A:

Other Country Reference Number  
**Número de referencia de otro país**

U.S. Reference Number:  
**Número de referencia de Estados Unidos:**

From:  
**De:**  
 Telephone - Teléfono: Fax:  
 Internet/E-mail address - Dirección de Internet/Correo electrónico:

**1. SERVICES REQUESTED:** Check all actions that you are requesting the responding jurisdiction to take:  
**SERVICIOS SOLICITADOS:** Marque todas las acciones que usted solicita que emprenda la jurisdicción apelada:

- |  |   |
|--|---|
| <input type="checkbox"/> Establishment of Parentage<br><b>Determinación de paternidad</b>  | <input type="checkbox"/> Change of Payee<br><b>Cambio de persona a la que se efectúan los pagos</b>   |
| <input type="checkbox"/> Establishment of Order –including medical support, if applicable – for<br><b>Establecimiento de orden, incluidas prestaciones médicas, si procede, para</b>   | <input type="checkbox"/> Change in Address to which Payment is sent<br><b>Cambio en la dirección a la que se envían los pagos</b>   |
| <input type="checkbox"/> Child Maintenance<br><b>Manutención/Alimentos de menores</b><br>Requested child support of \$_____(USD); (see General Testimony §10)<br>Monto de Alimentos solicitado US\$ _____; (ver Testimonio General, Sección10) | <input type="checkbox"/> Collection of Arrears<br><b>Cobro de Pagos en Mora</b>   |
| <input type="checkbox"/> Spousal Maintenance<br><b>Manutención/Alimentos del cónyuge</b>   | <input type="checkbox"/> Locate Person/Assets<br><b>Localizar a la Persona/Activos</b>  |
| <input type="checkbox"/> Maintenance for a Prior Period<br><b>Manutención para un periodo previo</b>   | <input type="checkbox"/> Modification of the enclosed order, requested by:<br><b>Modificación de la orden adjunta - solicitada por:</b>                                       |
| <input type="checkbox"/> Enforcement of the enclosed Order<br><b>Ejecución de la orden adjunta</b>   | <input type="checkbox"/> Debtor <input type="checkbox"/> Creditor <input type="checkbox"/> Agency<br><b>Deudor                      Acreedor                      Entidad</b> |

**2. OTHER ASSISTANCE REQUESTED:**  
**OTRA AYUDA SOLICITADA:**

- |   |  |
|---|--|
| <input type="checkbox"/> Provide or Obtain:<br><b>Proporcionar u obtener:</b>   | <input type="checkbox"/> payment records<br><b>registros de pagos</b>                |
| <input type="checkbox"/> certified copies of Order(s)<br><b>copias certificadas de la orden u órdenes</b>   | <input type="checkbox"/> completed/signed form<br><b>formulario completo/firmado</b> |
| <input type="checkbox"/> certified statement of arrears<br><b>declaración certificada de pagos en mora</b>  |  |
| <input type="checkbox"/> Provide Assistance with Service of Process (see attached)<br><b>Proporcionar ayuda con las diligencias de emplazamiento o notificación (véase adjunto)</b>                         |  |
| <input type="checkbox"/> Provide Assistance with Genetic Testing (see attached)<br><b>Proporcionar ayuda con pruebas genéticas (véase adjunto)</b>  |  |
| <input type="checkbox"/> Obtain Answers to Interrogatories (see attached)<br><b>Obtener respuestas a interrogatorios (véase adjunto)</b>  |  |
| <input type="checkbox"/> Provide Assistance with Teleconference for Hearing or Disposition (See attached)<br><b>Proporcionar ayuda con teleconferencia para audiencias o decisión final (véase adjunto)</b> |  |
| <input type="checkbox"/> Obtain Party Signature on Attached Form<br><b>Obtener firma de una parte en el formulario adjunto</b>  |  |
| <input type="checkbox"/> Other:<br><b>Otro:</b>   |  |

**3. SUPPORTING DOCUMENTATION PROVIDED WITH THIS TRANSMITTAL:  
DOCUMENTACIÓN CORROBORANTE PROPORCIONADA CON LA PRESENTACIÓN DE ESTE DOCUMENTO:**

- |  |  |
|--|--|
| <input type="checkbox"/> Uniform Support Petition<br>Petición uniforme de Alimentos  | <input type="checkbox"/> General Testimony<br>Testimonio General   |
| <input type="checkbox"/> Registration Statement<br>Declaración de registro   | <input type="checkbox"/> Support Order(s)<br>Orden u órdenes de alimentos  |
| <input type="checkbox"/> Statement of Enforceability<br>Declaración de ejecutabilidad  | <input type="checkbox"/> Existing Order Information & Sworn Statement of Arrears<br>Información sobre Orden Existente y<br>Declaración jurada de pagos en mora |
| <input type="checkbox"/> Genetic Test Results<br>Resultados de pruebas genéticas   | <input type="checkbox"/> Certified Payment History<br>Historial certificado de pagos   |
| <input type="checkbox"/> Affidavit of Direct Payments<br>and Possession<br>Declaración jurada de pagos<br>directos y posesión                          | <input type="checkbox"/> Marriage Certificate<br>Certificado de matrimonio   |
| <input type="checkbox"/> Acknowledgment of Parentage<br>Reconocimiento de paternidad   | <input type="checkbox"/> Divorce Decree<br>Decreto de divorcio   |
| <input type="checkbox"/> Locate Person/Assets<br>Localizar a la persona/activos  | <input type="checkbox"/> Affidavit in Support of Establishing Parentage<br>Declaración jurada en apoyo del<br>establecimiento de paternidad                    |
| <input type="checkbox"/> Birth Certificate(s)<br>Certificado o certificados de nacimiento  | <input type="checkbox"/> Photograph(s)<br>Fotografía o fotografías   |
| <input type="checkbox"/> Assignment of Rights<br>Cesión de derechos  | <input type="checkbox"/> Limited Power of Attorney<br>Poder Limitado   |
| <input type="checkbox"/> Other Documents (e.g.: Provisional Order, if required):<br>Otros documentos (por ejemplo, Orden Provisional, si se requiere): |  |

**4. PAYMENT INFORMATION  
INFORMACIÓN SOBRE LOS PAGOS**

**PLEASE SHOW REFERENCE NUMBER ON EACH PAYMENT  
SÍRVASE INDICAR EL NÚMERO DE REFERENCIA EN CADA PAGO**

Address to which payments should be sent (if different from above):  
Dirección a la que deberían enviarse los pagos (si difiere de la indicada arriba):

**Electronic Funds Transfers/Electronic Data Interchange Information (EFT/EDI)  
Información sobre Transferencias Electrónicas de Fondos/Intercambio Electrónico de Datos (TEF/IED)**

- Transmitting Agency/Tribunal can receive EFT/EDI payments  
La Entidad Transmisora/Tribunal puede recibir pagos TEF/IED
- Transmitting Agency/Tribunal can transmit EFT/EDI payments  
La Entidad Transmisora/Tribunal puede transmitir pagos TEF/IED
- Petitioner can receive EFT/EDI payments  
El solicitante puede recibir pagos TEF/IED
- Petitioner can transmit EFT/EDI payments  
El solicitante puede transmitir pagos TEF/IED

For information about setting up EFT/EDI please contact:  
Para información sobre el establecimiento de dispositivos de TEF/IED, sírvase ponerse en contacto con:

Telephone - Teléfono: \_\_\_\_\_ Fax: \_\_\_\_\_  
Internet/E-mail address - Dirección de Internet/Correo electrónico: \_\_\_\_\_

\_\_\_\_\_  
Date  
Fecha

\_\_\_\_\_  
Signature of Initiating Contact Person  
Firma de la persona contacto que Inició el proceso

\_\_\_\_\_  
Telephone- teléfono:  
Fax Number/ Número de fax:

Printed or Typed Name : \_\_\_\_\_  
Nombre en letras de molde o mecanografiado:  
Internet/E-mail address/Dirección de Internet/Correo electrónico: \_\_\_\_\_

**► RESPONDING JURISDICTION: PLEASE COMPLETE AND RETURN THE ACKNOWLEDGEMENT PAGE  
► JURISDICCIÓN APELADA: SÍRVASE COMPLETAR Y DEVOLVER LA PÁGINA DE ACUSE DE RECIBO**

## ACKNOWLEDGMENT PAGE

### PÁGINA DE ACUSE DE RECIBO

**Petitioner:**  
Solicitante:

**Other Country Reference Number:**  
Número de referencia de otro país:

**Respondent:**  
Demandado:

**U.S. Reference Number:**  
Número de referencia de Estados Unidos:

**TO:**  
**A:**

**FROM:**  
**DE:**

The undersigned official hereby acknowledges receipt of the above and foregoing request.  
El funcionario que suscribe acusa recibo por el presente de lo que antecede y de la petición precedente.

- Request Received and No Additional Information is Necessary  
Petición recibida y no se necesita información adicional
- Additional Information Needed:  
Se necesita información adicional:
- Remarks/Response  
Observaciones/respuesta
- Your Case has been Forwarded for Action. Future inquiries about this case should be directed to:  
Su caso ha sido transmitido para acción. Indagaciones futuras acerca de este caso deberán dirigirse a:  
Tribunal/Agency Name - Nombre del tribunal/entidad:  
Address - Dirección:

Telephone - Teléfono:  
Internet/E-mail - Internet/Correo electrónico:

FAX:

### Electronic Funds Transfers/Electronic Data Interchange Information (EFT/EDI)

### Información sobre Transferencias Electrónicas de Fondos para Intercambio Electrónico de Datos (TEF/IED)

- Transmitting Agency/Tribunal can receive EFT/EDI payments  
La entidad transmisora/tribunal puede recibir pagos TEF/IED
- Transmitting Agency/Tribunal can transmit EFT/EDI payments  
La entidad transmisora/tribunal puede transmitir pagos TEF/IED
- Petitioner can receive EFT/EDI payments  
El solicitante puede recibir pagos TEF/IED
- Petitioner can transmit EFT/EDI payments  
El solicitante puede transmitir pagos TEF/IED

For information about setting up EFT/EDI please contact:

Para información sobre el establecimiento de dispositivos de TEF/IED, sírvase ponerse en contacto con:

Telephone - Teléfono: Fax:  
Internet/E-mail address - Dirección de Internet/Correo electrónico:

Date  
Fecha

Signature of Responding State's Contact Person  
Firma de la persona contacto del estado apelado

Telephone Number  
Número de teléfono

Fax Number  
Número de fax

Printed or Typed Name  
Nombre en letras de molde o mecanografiado

**UNIFORM SUPPORT PETITION**  
**PETICIÓN UNIFORME DE ALIMENTOS**

International - US Internacional - EE.UU.  File Stamp Sello de archivo
--

**Petitioner:**  
**Solicitante:**

**Respondent:**  
**Demandado:**  
**To - A:**

**From - De:**

Other Country Reference Number:  
 Número de referencia de otro país:

Telephone - Teléfono: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Internet/E-mail address - Dirección de Internet/correo electrónico: \_\_\_\_\_

US Reference Number:  
 Número de referencia de Estados Unidos:

**1. Action Sought**

Acción requerida

The Respondent and/or the Respondent's property is subject to the jurisdiction of the responding tribunal.

The Respondent owes a duty of support to the following child(ren):

El demandado, o la propiedad del demandado, está sujeto/a a la jurisdicción del tribunal requerido.

El demandado tiene la obligación de proporcionar alimentos al niño o niños siguientes:

Name Nombre	Sex Sexo	Birthdate Fecha de nacimiento	National Identity Number/ US Social Security Number - Número nacional de identidad/Número de seguro social en EE.UU.	Birthplace Lugar de nacimiento

***In all actions from the U.S., the petitioner requests that payments be made to the PGR, whether made by the debtor or directly by his or her employer.***

***En todas las solicitudes que se envíen desde los Estados Unidos, el/la solicitante pide que los pagos se realicen a la PGR, ya sea por el deudor o en forma directa por su empleador.***

The Petitioner files this Petition to request:

El Solicitante presenta esta solicitud con el fin de pedir:

- Enforcement of the attached Order.  
Que se ejecute la orden adjunta.
- Establishment of an Order -- including Medical Support if applicable-- for:  
Que se emita una nueva orden – incluyendo contribuciones médicas si proceden -- para:
- Child Support  
Alimentos para menores
- Spousal Support:  
Alimentos para el cónyuge:
- Support for a Prior Period; From: \_\_\_\_\_ To: \_\_\_\_\_  
Alimentos por un periodo anterior; desde: \_\_\_\_\_ hasta: \_\_\_\_\_

- Establishment of Parentage  
Determinación de paternidad
- Modification of the attached Order  
Modificación de la orden adjunta
- Other Remedy Sought:  
Otra solución/medida buscada:

**2. Grounds Supporting the Remedy Sought in Section 1 (when applicable)**  
Razones que justifican la medida buscada en la Sección 1 (cuando proceda)

- Respondent is the non-custodial parent of the children named in this Petition.  
El demandado es el padre que no tiene la custodia de los hijos mencionados en esta solicitud.
- A modification is appropriate due to a change in circumstances.  
Una modificación es apropiada debido a un cambio en las circunstancias.
- Grounds for other remedy sought: \_\_\_\_\_  
Razones que justifican otra solución buscada:

**3. Additional Supporting Information**

**Información corroborante adicional**

The following documents are attached to, and incorporated in, this Uniform Support Petition. These documents contain the required additional information.

Los documentos siguientes se adjuntan e incorporan a esta Petición Uniforme de Alimentos. Estos documentos contienen la información adicional requerida

- |   |  |
|---|--|
| <input type="checkbox"/> Petitioner's General Testimony<br>Testimonio general del solicitante | <input type="checkbox"/> Affidavit in Support of Establishing Parentage<br>Declaración jurada en apoyo de la determinación de paternidad |
| <input type="checkbox"/> Acknowledgment of Parentage<br>Reconocimiento de paternidad          | <input type="checkbox"/> Birth Certificate(s) of the Child(ren)<br>Certificado de nacimiento del niño o niños                            |
| <input type="checkbox"/> Support Order<br>Orden/Decisión de Alimentos                         | <input type="checkbox"/> Marriage Certificate<br>Certificado de matrimonio   |
| <input type="checkbox"/> Other:<br>Otro:  |  |

**4A. Verification -- For Use By El Salvador Only**  
**Verificación - Para uso exclusivamente de El Salvador**

The undersigned attests that all information and facts contained in this Uniform Support Petition are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en esta Petición Uniforme de Alimentos son verídicos y correctos según mi leal saber y entender.**

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of:  Petitioner - Solicitante

Firma de:  Petitioner's Attorney - Abogado del Solicitante

\_\_\_\_\_  
Sworn to and signed before  
Me this Date, County, State

\_\_\_\_\_  
Notary Public/Public Official (Notario Público/Public Official)

\_\_\_\_\_  
Commission expires (Mi mandato expira)

Juramentado y firmado ante mí  
el día de hoy, condado, estado



**4B. Verification -- For Use By US Tribunals/Agencies Only**  
**Verificación – Para uso de los tribunales y entidades de Estados Unidos solamente**

The undersigned attests that all information and facts contained in this uniform support petition are true and correct to the best of my knowledge and belief.

**El abajo firmante declara que toda la información y hechos contenidos en esta Petición Uniforme de Alimentos son verídicos y correctos según mi leal saber y entender.**

\_\_\_\_\_  
Date - Fecha

\_\_\_\_\_  
Signature of: [  ] Petitioner - Solicitante  
Firma de: [  ] Petitioner's Attorney - Abogado del Solicitante  
[  ] Tribunal/Agency Representative - Representante del tribunal/entidad

\_\_\_\_\_  
Sworn to and signed before  
Me this Date, County, State  
Juramentado y firmado ante mí  
el día de hoy, condado, estado

\_\_\_\_\_  
Notary Public (Notario Público)

\_\_\_\_\_  
Commission expires (Mi mandato expira)