

VIRGINIA: IN THE GENERAL DISTRICT COURT FOR THE COUNTY OF CAROLINE

STANDING ORDER REGARDING PAYMENT AGREEMENTS FOR FINES AND COSTS IN TRAFFIC AND CRIMINAL CASES

It appearing to the Court that there is a need for uniform practices regarding payment agreements in traffic and criminal cases, it is therefore,

ORDERED, pursuant to Rule 1:24 of the Supreme Court of Virginia that the following rules shall apply to all payment agreements:

1. All fines, court costs, forfeitures, penalties and/or restitution (herein collectively referred to as "fines and costs") are due and payable in full on the day of court. A defendant who is unable to pay all fines and costs on the day of court shall sign a Form DC-210 (Acknowledgement of Suspension or Revocation of Driver's License) in which the defendant acknowledges that if the defendant's fines and costs are not paid in full within 90 days of trial their case will be referred for collection enforcement.
2. If a defendant is unable to pay, in full, all fines and costs within 90 days of trial, the defendant may apply at the Clerk's Office to enter into one of the following payment agreements:
 - a. Installment Payment Agreement: Fixed monthly or other periodic payments shall be made until the fines and costs are paid in full. If the total fines and costs are less than \$500, a down payment of 10% of the total is requested at the time of entry into the agreement. If the total is more than \$500, a down payment of 5% of the total or \$50, whichever is greater, is requested at the time of entry into the agreement.
 - b. Deferred Payment Agreement: Payment of the full amount of the fines and costs at the end of the agreement's term and no installments payments are required. A down payment is requested at the time of entry into the agreement in the amount set forth in Paragraph 2.a. above.

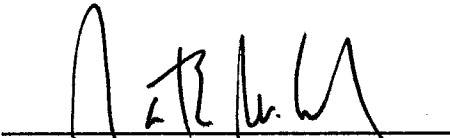
There will be a one-time charge of \$10 to set up a payment agreement.

3. Fines and costs which a defendant owes for all cases in a single court, may be incorporated into one payment agreement, unless otherwise ordered by the Court in specific cases. In determining the amount and length of time to pay under a payment agreement, the Court shall consider the defendant's financial resources and obligations including any fines and costs a defendant owes in any other courts. The defendant shall be required to provide

information as to financial resources and obligations so that the Court may decide as to the defendant's ability to pay. The Court may require the defendant to provide a DMV compliance summary of other courts in which the defendant owes fines and costs.

4. When available, a defendant may request that the Court authorize community service in lieu of payments of fines and/or costs. Community service is NOT authorized for payment of restitution. Each hour of community service shall be deemed payment in the amount of one hour's current minimum wage. The Court shall set the number of hours of community service that must be performed and a date of completion. Community service must be supervised by a local non-profit organization and written verification of hours worked must be provided by the supervising authority to the Court.
5. At any time during the duration of the agreement, a defendant may request a modification of the agreement, which request shall be granted based on a good faith showing of need.
6. A defendant's agreement will be current if payments are timely made. However, the payment agreement will be considered in default if a periodic payment is more than 10 days past due. Thereupon, the payment agreement will be terminated, all deferred interest will be added back, and the account(s) become payable in full. Defendants may also be subject to collection action to recover the outstanding balance of fines and costs. After a default, the Court may allow a defendant to enter into another payment agreement that will require a down payment as mentioned in Paragraph 2.
7. The Court delegates to the Clerks in the Caroline County General District Court the authority to enter into individual payment agreements in accordance with this Order. Further, the Clerk and Deputy Clerks, in their discretion, may waive all or part of the down payment requested set forth in Paragraph 2 based on their review of the defendant's financial resources and obligations.
8. A defendant who enters into an installment or deferred payment agreement shall promptly inform the court of any change of mailing address during the term of the agreement.

ENTERED, this 4th day of March, 2022:



JUDGE, 15TH JUDICIAL DISTRICT