



# COMMONWEALTH OF VIRGINIA

## TWENTY-EIGHTH DISTRICT

### Judges

Florence A. Powell  
Joseph B. Lyle  
Richard S. Buddington, Jr.

**JUVENILE & DOMESTIC RELATIONS COURT**  
FOR THE COUNTIES OF WASHINGTON & SMYTH  
AND CITY OF BRISTOL

### Clerks

Penny P. Fuqua  
Stephanie D. Daniels  
Joshua D. Osborne

## NOTICE

### **DEFERRED OR INSTALLMENT PAYMENT AGREEMENT OR MODIFIED DEFERRED AGREEMENT PLANS**

**Purpose of this Notice:** To publicize the conditions and requirements of participation in one of three agreements to pay fines and court costs owed to the Juvenile and Domestic Relations District Courts in the 28<sup>th</sup> Judicial District – Deferred Payment Agreement, Installment Payment Agreement or Modified Deferred Payment Agreement.

**Eligibility:** Anyone who has been convicted of a criminal offense or traffic infraction after July 1, 2021, and is unable to pay in full the fine and court costs ordered by the Court within 90 days of conviction.


**Conditions of Participation in a Deferred Payment Agreement or Installment Payment Agreement or Modified Deferred Payment Agreement AND DEFAULT:**

- A. **Conditions of Participation:** The Defendant agrees to pay an amount certain that is based upon his/her financial resources and obligations on or before a date certain each month until the fines and court costs are paid in full. The Clerk shall provide the Defendant with a signed copy of the terms and conditions of the Payment Agreement.
- B. **DEFAULT:** Default occurs if the Defendant submits no payment or a late payment. Default shall be grounds for immediate removal from the Deferred Payment Agreement or Installment Payment Agreement or Modified Deferred Payment Agreement UNLESS Defendant contacts the Clerk's Office in person and in writing to request the Court grant an extension of the payment terms of the Payment Agreement.
- C. **CONSEQUENCES OF DEFAULT OR FAILURE TO PARTICIPATE:**
  - i) The Clerk shall remove the Defendant from the Payment Agreement without a judicial hearing;
  - ii) The Clerk shall notify the State Department of Taxation and/or the designated collection agency of the default 30 days after the default; and
  - iii) The Clerk shall receive subsequent payments if made after default and apply payments to the amount due.

- D. **Management Fee:** If the Defendant is unable to make payments within 90 days of sentencing, then the Court may assess a one-time management fee of \$10.00.
- E. **Single Court:** All fines and costs owed by a Defendant to a single court may be incorporated into one payment agreement, unless otherwise ordered by the Court in specific cases. A payment agreement shall include only those outstanding fines and costs for which limitation of Virginia Code § 19.2-341 have not run.
- F. **Subsequent Payment Agreement:** If the Defendant defaults on the Deferred Payment Agreement or Installment Payment Agreement or Modified Payment Agreement and wishes to participate in a **subsequent** or **new** payment agreement, the Defendant shall explain his change of circumstances to the Clerk and may execute a new payment agreement that would reflect his new ability to pay. **The Court shall require a down payment as follows:**
- i) If fines and costs owed are more than \$500.00, the required down payment shall not exceed 5% of such amount or \$50.00, whichever is greater
  - ii) If fines and costs owed are less than \$500.00, the required down payment shall not exceed 10% of such amount
- G. **Extension or Modification:** If the Defendant is unable to submit his/her payments on time and requests an extension **prior** to the date the payment is due, the request shall be in writing and filed in the Clerk's Office. The Clerk on direction of the Court may grant the request for an extension or modification based upon a good faith showing of need.
- H. **Community Service:** If the Defendant is unable to make substantial payments due to his/her unique circumstances, upon written request, the Defendant may perform approved community service to satisfy fines and costs owed. Community service is not an option to satisfy restitution.
- I. **Address Change:** The Defendant shall notify the court promptly of any change of address.
- J. **Social Security Benefits/Income:** In any case in which a defendant owes fines and costs and where such defendant's sole financial resource is a Social Security benefit or Supplemental Security Income, then such defendant shall be exempt from making payments at least until such time that such defendant has a resource other than a Social Security benefit or Supplemental Security Income. If such defendant informs the court that his sole financial resource is a Social Security benefit or Supplemental Security Income, the case shall not be referred to collections pursuant to § 19.2-349. Courts shall include in payment plan policies developed in accordance with §§ 19.2-354 and 19.2-354.1 that where the court is informed that a defendant receives a Social Security benefit or Supplemental Security Income, no payment toward fines and costs shall be taken from such exempt resource.

No Social Security benefit or Supplemental Security Income shall be considered an available resource in determining the length of time to pay under a deferred, modified deferred, or installment payment agreement and the amount of payments, if any.

Effective as of November 15, 2024.

  
Richard S. Buddington Jr., Chief Judge