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## State of California

Board of Equalization (BOE)

Franchise Tax Board (FTB)

Employment Development Department (EDD)

# Multi-Agency Form for Offer in Compromise

**Please Note: All offers will be evaluated independently by each agency**

**Do not use this form to request FTB and BOE Offer In Compromise for:**

- Corporations
- Partnerships
- Limited Liability Companies



Use Forms:

FTB – 4905BCT

BOE – 490C

*For Privacy Information, please refer to:*

*Board of Equalization, Form BOE - 324OIC*

*Franchise Tax Board, Form FTB - 1131*

*Employment Development Department, Form DE 7200*

# Multi-Agency Form for Offer in Compromise

## What you should know before preparing an Offer in Compromise

### ***Are you an OIC candidate?***

The Offer in Compromise (OIC) program is for taxpayers that do not have, and will not have in the foreseeable future, the income, assets, or means to pay the tax liability. It allows the taxpayer to offer a lesser amount for payment of a **nondisputed final tax liability**.

Although each case is evaluated based on its own unique set of facts and circumstances, we give the following factors strong consideration in the evaluation:

- The taxpayer's ability to pay.
- The amount of equity in the taxpayer's assets.
- The taxpayer's present and future income.
- The taxpayer's present and future expenses.
- The potential for changed circumstances.
- The offer is in the best interest of the State.

We will not recommend approval of offers if there are assets or income available to pay more than the amount offered.

### ***Can we process your application?***

Your offers will be evaluated independently by each agency. The BOE, FTB, and EDD have different criteria for participation in their OIC programs.

- For all agencies, you must agree that you owe the amount of the liability. If you dispute the liability, you should appeal through the appropriate agency's appeal process.
- For FTB, your application will be processed if all of the required FTB income tax returns have been filed. If you have no filing requirement, note it on your application.
- For both BOE and EDD, you must be out of business and must not have a controlling interest or an association with the business or a successor to the business that incurred the liability. This includes operating a business of the same nature.
- For EDD, you cannot have access to income to pay more than the accumulating interest and 6.7 percent of the outstanding liability on an annual basis.
- For EDD, an offer will not be considered for liabilities assessed for fraud or where the employer has been convicted of a violation under the California Unemployment Insurance Code.
- For BOE, an offer for a liability with a fraud assessment will not be considered if there is a criminal conviction of fraud. For other fraud assessments, an offer will be considered if a minimum of the tax plus the fraud penalty is offered.

### ***Will we require you to continue payments on an Installment Agreement?***

All the agencies require that you continue making periodic payments as called for in any existing installment agreement while your offer is being considered.

### ***Are collections suspended?***

Submitting an offer does not automatically suspend collection activity. Wage garnishments already in place at the time of the offer will continue and will not be considered as partial payment of the offered amount. However, in many cases, collection action will be suspended until the OIC evaluation is completed. If delaying collection activity jeopardizes the State's ability to collect, collection efforts may continue. Interest will continue to accrue as prescribed by law.

### ***When should the offered funds be submitted?***

**Do not send any offered funds now.** The agencies you have applied to will contact you once they have evaluated your offer.

The following documentation must be submitted with your OIC application or your application may be returned as incomplete. **Please submit copies only.** We will **not** return any documents that you send us. Additional documentation may be required and requested as the evaluation of the OIC proceeds.

**Check List of Required Items** (check only those boxes that apply).

- Verification of Income**  
Pay stubs for the past three (3) months or financial statements for the past two (2) years if you are self-employed.
- Verification of Expenses**  
Billing statements for the last three (3) months (*include copies of charge card statements, bills from other creditors, and personal loan statements*).
- Bank Information**  
Bank statements for savings and checking accounts for the last six (6) months. If you are self-employed, provide bank statements for the last twelve (12) months. If any accounts have been closed within the last two (2) years, include bank statements for the last six (6) months of each account before the account was closed.
- Investment Information**  
Investment account statements showing the value of stocks, bonds, mutual funds, and/or retirement or profit sharing plans (IRA, 401(k), Keogh, Annuity).
- Current Lease or Rental Agreements**  
Include all lease agreements, including property where you are the lessor or lessee.
- Real Property Information**  
Mortgage statements and escrow statements for property you currently own, or property you sold or gifted in the last five (5) years.
- IRS/FTB Information**  
Complete copies of Internal Revenue Service (IRS) or FTB returns for the past three (3) years.
- OIC Information**  
Copies of offers made to other government agencies and acceptance letters or other arrangements made to resolve your debt.
- Legal Documents**  
Marital settlement agreements, divorce decrees, marital property settlements, trust documents, and bankruptcy documents.
- Medical Documentation**  
Physician's letter including diagnosis and prognosis and/or other documents to show any medical condition that should be considered.
- Power Of Attorney**  
If a designated representative submits this offer, attach the appropriate power of attorney (POA) form (BOE-392).

Submit your completed and signed application to BOE, FTB, or EDD at the addresses below. The OIC application must be sent to each separate agency for processing. You should receive an acknowledgement letter from the receiving agency within 12 working days from the date that your OIC application was received. Please contact us at our telephone number or website.

Board of Equalization  
PO Box 942879  
Sacramento, CA 94279-0052

Information Center: (800) 400-7115  
Internet: [www.boe.ca.gov](http://www.boe.ca.gov)

Franchise Tax Board  
Offer In Compromise Group A453  
PO Box 2952  
Sacramento, CA 95812-2952  
Telephone: (916) 845-4787  
Internet: [www.ftb.ca.gov](http://www.ftb.ca.gov)

Employment Development Department  
PO Box 826203, MIC 92S  
Sacramento, CA 94230-6203

Telephone: (916) 464-2739  
Internet: [www.edd.ca.gov](http://www.edd.ca.gov)

## SECTION 1. OFFER IN COMPROMISE

To make an offer please check the box next to the corresponding agency. For all offers, you must complete Sections 1 through 8 of this application. You must also complete and sign the appropriate offer agreement in Section 9. For Corporations, Partnerships, and Limited Liability Companies, use form FTB-4905BCT for FTB offers and BOE-490C for BOE offers.

**BOE**  I wish to make an Offer in Compromise to BOE for liabilities associated with the following BOE account numbers: \_\_\_\_\_ . (You must complete Part I of Section 9, pg. 10.)

**FTB**  I wish to make an Offer in Compromise to FTB for liabilities associated with the following FTB account numbers: \_\_\_\_\_ . (You must complete Part II of Section 9, pg. 11.)

**EDD**  I wish to make an Offer in Compromise to EDD for liabilities associated with the following EDD account numbers: \_\_\_\_\_ . (You must complete Part III of Section 9, pg. 12.)

## SECTION 2. PERSONAL INFORMATION

**Note:** Complete all blocks, except shaded areas. Write "N/A" (Not Applicable) in those blocks that do not apply. Attach additional pages as needed.

First Name	MI	Last Name	Social Security Number	Date of Birth

Other name(s) or alias(es) used

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First Name of Spouse or Registered Domestic Partner (RDP)	MI	Last Name of Spouse or RDP	Social Security Number	Date of Birth

Other name(s) or alias(es) used

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Taxpayer's Driver License Number	State	Driver License Number of Spouse or RDP	State

Dependent's Name	Date of Birth	Social Security Number	Relationship

Current Address

Phone Number: ( )

Previous Address (if at current address less than 2 years)

Phone Number: ( )

Name and address of your tax representative (Please attach a Power of Attorney)

Phone Number: ( )

### SECTION 3. EMPLOYMENT / SELF-EMPLOYMENT INFORMATION

#### Taxpayer

Name and address of employer:
Phone Number: (     )

How long employed: _____ Years _____ Months
Occupation: _____
Wage Earner <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partner <input type="checkbox"/>
Paid: Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Semimonthly <input type="checkbox"/>
Number of Exemptions claimed on Form W-4 or DE 4: _____

#### Spouse or RDP

Name and address of employer:
Phone Number: (     )

How long employed: _____ Years _____ Months
Occupation: _____
Wage Earner <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partner <input type="checkbox"/>
Paid: Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Semimonthly <input type="checkbox"/>
Number of Exemptions claimed on Form W-4 or DE 4: _____

### SECTION 4. GENERAL FINANCIAL INFORMATION

**Bank accounts** (include IRA and retirement plans, certificates of deposit, etc.). Attach additional pages as needed.

Name of Institution	Address	Type of Account	Account Number	Balance
<b>Total. Enter this amount on line 2, Section 5 (Asset and Liability Analysis)&gt;&gt;</b>				

**Vehicles.** Attach additional pages as needed.

Year, Make, Model	License Number	Mileage	Lender/Title Holder	Current Market Value	Current Payoff	Balance
<b>Total. Enter this amount on line 3, Section 5 (Asset and Liability Analysis)&gt;&gt;</b>						

**Life Insurance.** Attach additional pages as needed.

Name of Insurance Company	Agent's Name and Phone Number	Policy Number	Type	Face Amount	Loan/Cash Surrender Value
<b>Total. Enter this amount on line 4, Section 5 (Asset and Liability Analysis) &gt;&gt;</b>					

**Securities** (stocks, bonds, mutual funds, money market funds, securities, etc.). Attach additional pages as needed.

Type	Company Issuing Securities/Brokerage Firm	Owner of Record	Quantity or Denomination	Current Value
<b>Total. Enter this amount on line 5, Section 5 (Asset and Liability Analysis) &gt;&gt;</b>				

**Safe deposit boxes rented or accessed** (locations, box numbers, and contents). Attach additional pages as needed.

Name of Institution	Address	Box Identification	Contents	Current Value
<b>Total. Enter this amount on line 6, Section 5 (Asset and Liability Analysis) &gt;&gt;</b>				

**SECTION 4. GENERAL FINANCIAL INFORMATION (continued)**

Real Property you own or have an interest in. (Include a copy of the deed). Attach additional pages as needed.

**A) Physical address and description (single family dwelling, multi-family dwelling, lot, etc.):**

  
  
  
  

**Parcel Number:**

**Mortgage lender's name and address:**

  
  
  
  

How title is held: \_\_\_\_\_

Purchase price: \_\_\_\_\_ Purchase date: \_\_\_\_\_

**B) Physical address and description (single family dwelling, multi-family dwelling, lot, etc.):**

  
  
  
  

**Parcel Number:**

**Mortgage lender's name and address:**

  
  
  
  

How title is held: \_\_\_\_\_

Purchase price: \_\_\_\_\_ Purchase date: \_\_\_\_\_

**C) Physical address and description (single family dwelling, multi-family dwelling, lot, etc.):**

  
  
  
  

**Parcel Number:**

**Mortgage lender's name and address:**

  
  
  
  

How title is held: \_\_\_\_\_

Purchase price: \_\_\_\_\_ Purchase date: \_\_\_\_\_

**Charge cards and lines of credit** (enter minimum monthly payment only). Attach additional pages as needed.

Type of Account	Name and Address of Credit Grantor	Minimum Monthly Payment	Credit Limit	Credit Available	Balance
<b>Total Minimum Monthly Payments &gt;&gt;</b>			<b>Total Owed &gt;&gt;</b>		

Enter the total of "Minimum Monthly Payments" on line 60 in Section 6, "Monthly Income and Expense Analysis." Enter the "Total Owed" on line 22 in Section 5, "Asset and Liability Analysis."

Please provide other information relating to your financial condition. If "Yes" is checked, please provide dates, explanation, and documentation.

- Court proceedings No  Yes  \_\_\_\_\_
- Repossessions No  Yes  \_\_\_\_\_
- Anticipated increase in income No  Yes  \_\_\_\_\_
- Bankruptcies / Receiverships No  Yes  \_\_\_\_\_
- Recent transfer of assets No  Yes  \_\_\_\_\_
- Beneficiary to trust, estate, profit-sharing, etc. No  Yes  \_\_\_\_\_

## SECTION 4. GENERAL FINANCIAL INFORMATION *(continued)*

Last California income tax return filed.

Year	Total Exemptions Claimed	Adjusted Gross Income From Return

List any vehicles, equipment, or property (real or personal) sold, given away, or repossessed during the past three (3) years. Attach additional pages if needed.

Description: Year, make, model of vehicle or property address	Who took possession	Value

## SECTION 5. ASSET AND LIABILITY ANALYSIS

### Immediate assets.

1. Cash	
2. Bank accounts / Balance <i>(from Section 4)</i>	
3. Vehicles / Available equity <i>(from Section 4)</i>	
4. Loan / Cash surrender value of life insurance <i>(from Section 4)</i>	
5. Securities <i>(from Section 4)</i>	
6. Safe deposit box value of contents <i>(from Section 4)</i>	
<b>Total Immediate Assets &gt;&gt;</b>	

### Real Property *(from Section 4)*

Address or location	Current Market Value	Mortgage Payoff Amount	Equity
7. A)			
8. B)			
9. C)			
<b>Total Equity &gt;&gt;</b>			

### Other assets.

10. Notes	
11. Accounts receivable	
12. Judgments / Settlements receivable	
13. Aircraft, watercraft	
14. Interest in trusts	
15. Interest in estates	
16. Partnership interests	
17. Corporate interests	
18. Other assets (describe)	
19. Other assets (describe)	
20. Other assets (describe)	
<b>Total Other Assets &gt;&gt;</b>	

21. **Sum Total of Assets (Immediate, Equity, and Other) >>**

### Current liabilities *(include judgments, notes, and other charge accounts. DO NOT include vehicle or home loans)*

22. Lines of credit (amount owed) <i>(from Section 4)</i>	
23. Taxes owed to IRS (provide a copy of recent notice)	
24. Liabilities with other state taxing agencies (please specify)	
25. Other liabilities (describe)	
26. Other liabilities (describe)	
27. Other liabilities (describe)	
<b>Total Liabilities &gt;&gt;</b>	

## SECTION 6. MONTHLY INCOME AND EXPENSE ANALYSIS

Income.		Monthly Gross	Monthly Net	Agency Use Only
28.	Wages / Salaries (Taxpayer)			
29.	Pension (Taxpayer)			
30.	Overtime / Bonuses / Commissions (Taxpayer)			
31.	Wages / Salaries (Spouse or RDP)			
32.	Pension (Spouse or RDP)			
33.	Overtime / Bonuses / Commissions (Spouse or RDP)			
34.	Business income			
35.	Rental income			
36.	Interest / Dividends / Royalties (average monthly)			
37.	Payments from Trusts / Partnerships / Entities			
38.	Child Support			
39.	Alimony			
40.	Unemployment			
41.	Disability			
42.	Social Security			
43.	Other income (describe)			

**Total Household Income >>**



Expenses.		Monthly Amount	Agency Use Only
44.	Rent / Mortgage(principal and interest only)		
45.	Real estate taxes		
46.	Home Insurance: \$ _____ Association fees: \$ _____		
47.	Groceries, number of people: (     )		
48.	Electric: \$ _____ Phone: \$ _____		
49.	Gas: \$ _____ Water: \$ _____		
50.	Trash: \$ _____ Sewer: \$ _____		
51.	Auto payments		
52.	Auto insurance		
53.	Gasoline, number of miles to work: (     )		
54.	Life / Health insurance (not deducted from your paycheck)		
55.	Medical payments (not covered by insurance)		
56.	Estimated tax payments (if not deducted from paycheck)		
57.	Court-ordered payments (alimony, child support, restitution)		
58.	Garnishments (if not deducted from your paycheck)		
59.	Delinquent tax payments (describe)		
60.	Credit card payments (total monthly minimum) (from Section 4)		
61.	Other expenses (describe)		
62.	Other expenses (describe)		

**Total Household Expenses >>**



**63. Net Difference (Total Income Less Expenses) >>**



**SECTION 7. THREE YEAR INCOME SUMMARY**

<b>Gross Income Source</b>	<b>Prior Year ( )</b>	<b>Prior Year ( )</b>	<b>Current Year To Date</b>	<b>Agency Use Only</b>
Wages / Salaries (Taxpayer)				
Pension (Taxpayer)				
Overtime / Bonuses / Commissions (Taxpayer)				
Wages / Salaries (Spouse or RDP)				
Pension (Spouse or RDP)				
Overtime / Bonuses / Commissions (Spouse or RDP)				
Business income				
Rental income				
Interest / Dividends / Royalties				
Payments from Trusts / Partnerships / Entities				
Child Support				
Alimony				
Unemployment				
Disability				
Social Security				
Other income (describe)				
Other income (describe)				
Other income (describe)				
Other income (describe)				

**Totals >>**

**SECTION 8. Please explain why your offer should be accepted.** (Attach additional pages as needed.)

**The following facts and reasons are submitted as grounds for acceptance of this offer.**

**SECTION 9. OFFER AMOUNT**

**Part I. Offer to the Board of Equalization** *(offers will be evaluated independently by each agency)*

Amount owed to the Board: \$ \_\_\_\_\_

Period(s) of liability: \_\_\_\_\_

Account number(s): \_\_\_\_\_

The sum of \$ \_\_\_\_\_ is offered in compromise. (The Board will instruct you when to mail the offer amount. **DO NOT SEND MONEY NOW.**) It is understood that this offer will be considered and acted upon in due course. It does not relieve the taxpayer(s) of the liability sought to be compromised until the Board accepts the offer and there has been full compliance with all agreements. The Board may continue collection activities in its discretion.

Other than payments voluntarily submitted with this offer, it is agreed that the Board will retain all payments and credits made to the account for the periods covered by this offer. In addition, the Board will retain any and all amounts to which the taxpayer(s) may be entitled under the California law, due through overpayments of tax, penalty or interest, subsequent to the offer being accepted, not to exceed the liability. (Please indicate below your signature whether voluntary payments should be retained by the Board or returned if your offer is denied.)

It is further agreed that upon notice to the taxpayer(s) of the acceptance of the offer, the taxpayer(s) shall have no right to contest in court or otherwise the amount of the liability sought to be compromised. No liability will be compromised until all obligations of each taxpayer under the compromise agreement are completely performed.

I also authorize the disclosure of confidential information to the Franchise Tax Board and the Employment Development Department records in relation to the Board of Equalization's Offer in Compromise.

Under penalty of perjury, I declare that I have examined the information given in this statement and all other documents included with this offer and to the best of my knowledge and belief, they are true, correct, and complete.

**Your signature**

**Date**

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If your offer is denied, the agency denying the offer is to:

- BOE** Retain any amount deposited to fund the offer and credit the deposit to the current tax liability.
- Return the amount deposited.

**Source of Funds**

If any or all of the amount being offered is from a loan, please provide the following information:

Lender's Name	Total amount of the loan
	\$ _____

Describe sources of offered funds other than a loan

**SECTION 9. OFFER AMOUNT**

**Part II. Offer to the Franchise Tax Board** *(offers will be evaluated independently by each agency)*

Amount owed to the Franchise Tax Board:

\$ \_\_\_\_\_

Tax Year(s):

\_\_\_\_\_

Account Number(s)

\_\_\_\_\_

The sum of \$\_\_\_\_\_ is offered in compromise. (The Franchise Tax Board will instruct you when to mail the offer amount. **DO NOT SEND MONEY NOW.**) It is understood that this offer will be considered and acted upon in due course. It does not relieve the taxpayer(s) of the liability sought to be compromised until the offer is accepted by the Franchise Tax Board and there has been full compliance with all agreements.

Except for any amount deposited in connection with this offer, it is agreed that the Franchise Tax Board will retain all payments and credits made to the account for the periods covered by this offer. In addition, the Franchise Tax Board will retain any and all amounts to which the taxpayer(s) may be entitled under the California law, due through overpayments of tax, penalty or interest, subsequent to the offer being accepted, not to exceed the liability.

It is further agreed that upon notice to the taxpayer(s) of the acceptance of the offer, the taxpayer(s) shall have no right to contest in court or otherwise the amount of the liability sought to be compromised. No liability will be compromised until all obligations of each taxpayer under the compromise agreement are completely performed. In the event of a default by the taxpayer(s) on the collateral agreement, it is agreed that the Franchise Tax Board may disregard the amount of the offer and retain all amounts previously deposited under the offer and proceed to collect the balance of the original liability.

I also authorize the disclosure of confidential information to the Board of Equalization and the Employment Development Department records in relation to the Franchise Tax Board's Offer in Compromise.

Under penalty of perjury, I declare that I have examined the information given in this statement and all other documents included with this offer and to the best of my knowledge and belief, they are true, correct, and complete.

<b>Your signature</b>	<b>Date</b>	<b>Signature of Spouse or RDP</b>	<b>Date</b>

If your offer is denied, the agency denying the offer is to:

- FTB**      Retain any amount deposited to fund the offer and credit the deposit to the current tax liability.  
   Return the amount deposited.

**Source of Funds**

If any or all of the amount being offered is from a loan, please provide the following information:

<b>Lender's Name</b>	<b>Total amount of the loan</b>
	\$ _____

If any or all of the amount being offered is from a gift, please provide the following information:

<b>Gift donor's name</b>	<b>Relationship to Taxpayer(s)</b>	<b>Total amount of the gift</b>
		\$ _____

<b>Describe sources of offered funds other than a loan or a gift</b>

## SECTION 9. OFFER AMOUNT

### Part III. Offer to the Employment Development Department *(offers will be evaluated independently by each agency)*

Amount owed to the EDD:

\$ _____
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Period(s) of liability:

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Account number(s):

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The sum of \$ \_\_\_\_\_ is offered in compromise. (The EDD will instruct you when to mail the offer amount. **DO NOT SEND MONEY NOW.**) It is understood that this offer will be considered and acted upon in due course. It does not relieve the taxpayer(s) of the liability sought to be compromised unless and until the offer is accepted by the Director or a delegated representative and there has been full compliance with the terms of the offer.

All payments made with this offer are submitted voluntarily. In the event an offer is not accepted, the amount will either be applied to the liability or refunded at the discretion of the individual submitting the offer. Monies paid to the Department with an offer will not be applied against the liability until the offer has been accepted.

No liability will be compromised until all obligations of each taxpayer under the compromise agreement are completely performed. All liens will remain in effect until the terms of the compromise agreement are fulfilled, including payment of the amount offered. The Director may permit the agreed upon amount to be paid in installments under a payment agreement not to exceed five years in length, when in the Director's judgment it serves the best interest of the State. It is further understood, when the Director has made a determination that a partial payment in satisfaction of a tax liability would not be in the best interest of the State, this decision would not be subject to administrative appeal or judicial review. In the event of default, it is agreed that the Employment Development Department may terminate the approval of the offer, retain all amounts previously paid under the offer, and proceed to collect the balance of the original liability.

I have made full financial disclosure, including community property in the financial statement submitted as part of this application.

I also authorize the disclosure of confidential information to the Franchise Tax Board and the Board of Equalization records in relation to the Employment Development Department's Offer in Compromise.

Under penalty of perjury, I declare that I have examined the information given in this statement and all other documents included with this offer and to the best of my knowledge and belief, they are true, correct, and complete.

**Your signature**

**Date**

--	--

If your offer is denied, the agency denying the offer is to:

- EDD**  Retain any amount deposited to fund the offer and credit the deposit to the current tax liability.  
 Return the amount deposited.

### Source of Funds

If any or all of the amount being offered is from a loan, please provide the following information:

Lender's Name	Total amount of the loan
	\$ _____

Describe sources of offered funds other than a loan