

## Read **Before** Filling out the Summons Form (Form 1)

Divorce can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

Only a lawyer who agrees to represent you can give you legal advice and tell you about your options based on your circumstances.

This Summons (Form 1) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. **Both spouses must date and sign Forms 3, 4 & 5.** (See Forms 3, 4 & 5 for the issues that you both must agree to in writing.)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*OR\***

Within the past 6 months, North Dakota was the home state of all of the minor children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

You **Must** Complete the Settlement Agreement (Form 3), Exhibit A: Confidential Division of Property & Debt & Values (Form 4), and Exhibit B: Parenting Plan (Form 5) **Before** filling out the Summons (Form 1). [Consult a lawyer](#) for help.

The Summons form must be filled out completely by the Plaintiff. A clerk of court must sign and date the Summons form. If the Summons (Form 1) isn't filled out completely and signed by the Plaintiff **and** a clerk of court, it may not be accepted by the clerk of court for filing.

If this form is accepted for filing, but the judge or judicial referee assigned to the divorce decides the form is incomplete, your case may be dismissed without granting a divorce.

See [ndcourts.gov/legal-self-help/divorce](https://ndcourts.gov/legal-self-help/divorce) for other divorce resources.

**Don't include this cover sheet when you serve or file the completed form.**

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Summons**

**The State of North Dakota to the above-named Defendant:**

1. **You are hereby summoned** and required to appear and defend against the Complaint in this action by serving on the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Complaint is served on you with this Summons.
2. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

**Notice of Temporary Restraining Provisions:**

3. Under Rule 8.4 of the North Dakota Rules of Court, upon service of this Summons, you, and your spouse, are bound by the following restraints:
  - a. Neither spouse shall dispose of, sell, encumber, or otherwise dissipate any of the parties' assets, except:
    - i. For necessities of life or for the necessary generation of income or preservation of assets; or
    - ii. For retaining counsel to carry on or to contest the proceeding.

If a spouse disposes of, sells, encumbers, or otherwise dissipates assets during the interim period, that spouse must provide to the other spouse an accounting within thirty (30) days.

- b.** Neither spouse shall harass the other spouse.
- c.** All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.
- d.** Except for temporary periods, neither spouse may remove any of their minor children from North Dakota without the written consent of the other spouse or order of the court.

**4. If either spouse violates any of these provisions, that spouse may be in contempt of court.**

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

Dated \_\_\_\_\_

\_\_\_\_\_  
Clerk of District Court

## Read Before Filing Out The Complaint (Form 2)

Divorce can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

Only a lawyer who agrees to represent you can give you legal advice and tell you about your options based on your circumstances.

This Complaint (Form 2) is part of the *Filing for Divorce Together – With Children* forms packet. You may use forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. **Both spouses must date and sign Forms 3, 4 & 5.** (See Forms 3, 4, & 5 for the issues that you both must agree to in writing.)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*OR\***

Within the past 6 months, North Dakota was the home state of all of the minor children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no fault by either spouse*).
- Neither spouse is currently in the military; **\*OR\*** one or both spouses are currently in the military but not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order in effect regarding either spouse.

You **Must** Complete the Settlement Agreement (Form 3), Exhibit A: Confidential Division of Property & Debt & Values (Form 4), and Exhibit B: Parenting Plan (Form 5) **Before** filling out the Complaint (Form 2). [Consult a lawyer](#) for help.

**The Complaint form must be filled out completely.** If the Complaint (Form 2) isn't filled out completely and signed by the Plaintiff, the form may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the divorce determines the form is incomplete, your case may be dismissed without granting a divorce.

**Don't include this cover sheet when you serve or file the completed form.**

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff,

vs

\_\_\_\_\_  
\_\_\_\_\_  
Defendant.

Case No. \_\_\_\_\_

**Complaint**

1. Plaintiff is now, and for the entire 6 months immediately before the start of these proceedings, a resident of the State of North Dakota.

2. No separate proceeding for divorce, dissolution of marriage, or legal separation has been started or is pending in the State of North Dakota or elsewhere.

3. The identifying information of Plaintiff and Defendant is as follows:

a. Plaintiff's full legal name is: \_\_\_\_\_.

Plaintiff's address is: \_\_\_\_\_

\_\_\_\_\_.

Plaintiff's employer's name and address: \_\_\_\_\_

\_\_\_\_\_.

Plaintiff's birth year: \_\_\_\_\_

Last 4 digits of Plaintiff's social security number: XXX-XX-\_\_\_\_\_

b. Defendant's full legal name is: \_\_\_\_\_.

Defendant's address is: \_\_\_\_\_

\_\_\_\_\_.

Defendant's employer's name and address: \_\_\_\_\_

\_\_\_\_\_.

Defendant's birth year: \_\_\_\_\_

Last 4 digits Defendant's social security number: XXX-XX-\_\_\_\_\_

4. Plaintiff and Defendant were married on \_\_\_\_\_ (date), at \_\_\_\_\_ (city), \_\_\_\_\_ (state) and have been married ever since.

5. (Choose one)

☐ Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

☐ (Choose all that apply) ☐ Plaintiff/ ☐ Defendant is/are currently in the Armed Services of the United States of America or its allies but is not/are not currently deployed or notified of deployment.

6. Irreconcilable differences have arisen between Plaintiff and Defendant making continuation of the marriage impossible.

7. Plaintiff and Defendant have minor children together, namely:

a. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
Address: \_\_\_\_\_

b. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
Address: \_\_\_\_\_

c. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
Address: \_\_\_\_\_

☐ Additional sheets are attached for Paragraph 7. (Choose if applicable)

8. It is in the best interests of the minor child(ren) that residential responsibility is granted as follows (*choose one*):

- ☐ Shared equally between the Plaintiff and the Defendant.
- ☐ Primary residential responsibility granted to the Plaintiff, subject to the Defendant's reasonable parenting time.
- ☐ Primary residential responsibility granted to the Defendant, subject to the Plaintiff's reasonable parenting time.

9. This Court has jurisdiction to determine parenting rights and responsibilities and decision making of the minor child(ren) pursuant to North Dakota Century Code Section 14-14.1-12 because (*choose and complete one*):

- ☐ The child(ren) has/have lived in North Dakota with a parent or person acting as a parent for at least six consecutive months immediately before the start of this divorce proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent or person acting as a parent since their birth. Name of parent(s) residing in North Dakota:  
\_\_\_\_\_

- ☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: \_\_\_\_\_

10. (*Choose one*)

- ☐ Neither Plaintiff nor Defendant is pregnant.
- ☐ (*Choose one*) ☐Plaintiff/ ☐Defendant is pregnant. However, the (*choose one*) ☐Plaintiff/  
☐Defendant is not the father, and the child is not at issue in this proceeding.

**11.** This divorce proceeding will affect the custody of the minor child(ren) of the marriage.

The following information is required by North Dakota Century Code Section 14-14.1-20:

**a.** Within the past five (5) years, the child(ren) has/have lived at the following addresses:

<b>Child's Initials</b>	<b>Address (street, city, state, zip code)</b>	<b>Date From</b>	<b>Date To</b>

**b.** The names and current addresses of the persons with whom the child(ren) has/have lived in the past five (5) years are as follows:

<b>Child's Initials</b>	<b>Name of Person(s)</b>	<b>Current Address (street, city, state, zip code)</b>

**c.** *(Choose one; Paragraph 11(c) continues on next page)*

☐ Plaintiff has not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation with the child(ren).

☐ Plaintiff participated in the following proceeding(s) concerning the child(ren) as a party or witness, or in another capacity concerning custody of or visitation with the child(ren):



Name of Court	State	Case Number	Date of Determination

**d.** *(Choose one; Paragraph 11(d) continues on next page)*

☐ Plaintiff does not know of any proceeding that could affect this current divorce

proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

☐ Plaintiff knows of the following proceeding(s) that could affect this current divorce

proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

Name of Court	State	Case Number	Type of proceeding

e. (Choose one)

☐ Plaintiff does not know of any person who is not a party to this divorce proceeding who has physical custody of the child(ren) or claims rights of legal custody or physical custody of, or visitation with, the child(ren).

☐ Plaintiff knows of the following person(s) who is/are not a party to this divorce proceeding who has physical custody of the child(ren) or claims rights of legal custody of physical custody of, or visitation with, the child(ren).

Name of Person(s)	Address (street, city, state, zip code)

☐ (Choose if applicable) Additional sheets are attached for Paragraph 11.

12. (Choose one)

☐ There is a child support order already in existence. The case number is \_\_\_\_\_.

☐ (Choose one) ☐Plaintiff/ ☐Defendant is an able-bodied person and is able to contribute toward the support of the minor child(ren).

13. Plaintiff and Defendant are owners of property, which should be divided by the Court and an equitable portion awarded to each party.

**14.** Plaintiff and Defendant have accumulated a certain amount of debt throughout the marriage, which should be divided, and an equitable portion assessed to each party.

**15.** *(Choose one)*

☐ Plaintiff wants to restore their name.

☐ Plaintiff does not want to restore their name.

**Wherefore,** Plaintiff asks for judgment as follows:

**16.** The bonds of matrimony presently existing between Plaintiff and Defendant be wholly dissolved and that Plaintiff be granted an absolute decree of divorce from Defendant.

**17.** For residential responsibility and parenting time that serve the minor child(ren)'s best interests.

**18.** For child support obligations, if requested in Paragraph 12 above, that serve the minor child(ren)'s best interests, including those related to traditional child support, dependent medical and dental insurance coverage, and contribution to the child(ren)'s uninsured dental and medical expenses.

**19.** For a fair and equitable division of the assets and liabilities accumulated and incurred by the parties.

**20.** For such further and additional relief as this Court may deem just and proper.

**21.** I verify, under penalty of perjury under the law of North Dakota, that I am the Plaintiff in the above-entitled divorce action; that I have read the Complaint and know the contents and that the same is true and correct, except as to matters stated therein upon information and belief as to those matters I state that I believe them to be true and correct.

Signed on \_\_\_\_\_ (date) in \_\_\_\_\_ (city),  
\_\_\_\_\_ (county), \_\_\_\_\_ (state), \_\_\_\_\_ (country).

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

## Read Before Filling Out The Settlement Agreement (Form 3)

Divorce can have serious long-term legal and financial consequences. Only a [lawyer](#) who agrees to represent you can tell you about your options based on your circumstances.

This Settlement Agreement (Form 3) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. **Both spouses must date and sign Forms 3, 4 & 5.** (See Forms 3, 4, & 5 for the issues that you both must agree to in writing.)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*Or\***

Within the past 6 months, North Dakota was the home state of all of the minor children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no-fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

Read the instructions for the forms packet and this form **Before** filling out the Settlement Agreement. If you're unsure how to proceed, [consult a lawyer](#).

**The Settlement Agreement form must be filled out completely and signed by **Both** spouses.**

If this form isn't filled out completely and signed by both spouses, it may not be accepted.

If the form is accepted for filing, but the judge or judicial referee assigned to your divorce decides the form is incomplete, your case may be dismissed without granting a divorce.

**Retirement assets:** If you decide to divide retirement assets, you likely need an additional court order called a "Qualified Domestic Relations Order," or QDRO, to make the division effective. A QDRO form **isn't** available through the North Dakota Legal Self Help Center. It's strongly recommended that you [hire a lawyer](#) to prepare a QDRO. If both spouses keep their own retirement assets, or don't have retirement assets, a QDRO isn't necessary.

**Debts:** If a spouse is ordered to pay a debt of the marriage and that spouse doesn't pay, the creditor may still seek payment of the debt from the other spouse.

**Don't include this cover sheet when you file the completed form.**

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

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Case No. \_\_\_\_\_

**Settlement Agreement**

**Whereas**, the above-entitled matter is a divorce proceeding commenced by Plaintiff;

**Whereas**, by signing this Settlement Agreement, Defendant acknowledges personal service of the Summons and Complaint in this action, consents to the jurisdiction of the Court and consents to entry of judgment in accordance with the terms of this Settlement Agreement;

**Whereas**, Plaintiff and Defendant have reached an agreement resolving all of the issues in this divorce proceeding. Plaintiff and Defendant's entire agreement is set forth in this Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan;

**Whereas**, Plaintiff and Defendant agree and represent to the Court that they executed this Settlement Agreement voluntarily, that neither party has been subject to threats or acts constituting duress, and that they entered into this Settlement Agreement of their own free will.

**Whereas**, Plaintiff and Defendant expressly agree that, once signed, Plaintiff may, without further notice to Defendant, forward this Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan with the Court for its review, approval and entry of Judgment consistent with terms agreed upon herein by the parties.

### Agreement as to Facts

**The Parties Stipulate and Agree** that the following facts may, if approved by the Court, be entered in the above-entitled case as the Findings of Fact:

**1.** The Summons and Complaint were personally served upon Defendant as indicated by the Admission of Service on file.

**2.** Plaintiff, \_\_\_\_\_, is the (choose one) ☐ mother **Or** ☐ father of the minor child(ren). Plaintiff's demographic information is as follows:

Address: \_\_\_\_\_  
(street address) (city, state, zip code)

Birth Year: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_

**3.** Defendant, \_\_\_\_\_, is the (choose one) ☐ mother **OR** ☐ father of the minor child(ren). Defendant's demographic information is as follows:

Address: \_\_\_\_\_  
(street address) (city, state, zip code)

Birth Year: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_

**4.** Plaintiff and Defendant were married on \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

**5.** Plaintiff is now, and for the entire 6 months immediately before serving the Summons and Complaint, a resident of the State of North Dakota.

6. That no decree, judgment or order of divorce, separation or annulment has been granted to either party against the other in any Court of competent jurisdiction of North Dakota or any other state, territory or country, and that there is no other action pending for divorce by either party against the other in any Court.

7. *(Choose one)*

☐ Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

☐ *(choose all that apply)* ☐ Plaintiff/ ☐ Defendant is/are currently in the Armed Services of the United States of America or its allies but is not/are not currently deployed or notified of deployment.

8. Irreconcilable differences have arisen between the Plaintiff and Defendant making the continuation of the marriage impossible.

9. No domestic violence protection order or disorderly conduct restraining order is in effect regarding either Plaintiff or Defendant.

10. This Settlement Agreement applies to the following minor child(ren) of the Plaintiff and Defendant:

a. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

State of Residence for Last 6 Months: \_\_\_\_\_

b. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

State of Residence for Last 6 Months: \_\_\_\_\_

c. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

State of Residence for Last 6 Months: \_\_\_\_\_

☐ Additional sheets are attached. *(Choose if applicable)*



**11.** (Choose one)

☐ The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

**12.** (Choose one)

☐ (choose one) ☐Plaintiff/ ☐Defendant is not pregnant.

☐ (choose one) ☐Plaintiff/ ☐Defendant is pregnant. However, the (choose one) ☐Plaintiff/  
☐Defendant is not the father, and the child is not at issue in this proceeding.

**13.** Child support (choose one):

☐ There is a child support order already in existence. The case number is:  
\_\_\_\_\_.

☐ There is no child support order already in existence.

**14.** Plaintiff has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (describe)	\$

15. Defendant has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other ( <i>describe</i> )	\$

16. Spousal support (*choose one*):

☐ Neither Plaintiff nor Defendant needs spousal support.

☐ (*choose one*) ☐Plaintiff/ ☐Defendant needs spousal support from (*choose one*) ☐Plaintiff/  
☐Defendant.

This is because (*choose one*) ☐Plaintiff/ ☐Defendant is \_\_\_\_\_ years of age, has been  
married to (*choose one*) ☐Plaintiff/ ☐Defendant for \_\_\_\_\_ years, has a monthly income  
totaling \$\_\_\_\_\_, and because:

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17. Plaintiff and Defendant own property and have outstanding debts and liabilities, all of  
which are listed on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is  
incorporated by reference into this Settlement Agreement.

18. Plaintiff wants to restore their name. ☐Yes ☐No

If **Yes**, the new name is \_\_\_\_\_.

Plaintiff has no intent to defraud or mislead anyone by changing their name.

19. Defendant wants to restore their name. ☐Yes ☐No

If **Yes**, the new name is \_\_\_\_\_.

Defendant has no intent to defraud or mislead anyone by changing their name.

### **Stipulated Terms for Judgment**

**The Parties Stipulate and Agree** that the following terms and provisions may, if approved by the court, be entered as the Judgment and Decree in the above-entitled case.

**20. Jurisdiction:** The parties stipulate that the District Court, \_\_\_\_\_ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, \_\_\_\_\_ County, North Dakota.

**21. Divorce And Court Approval:** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, Plaintiff will submit this Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan to the above-entitled Court. If the divorce is not granted, the terms of this Settlement Agreement will not be of effect. If the Court does not approve this Settlement Agreement, the parties shall be advised and shall be given opportunity to appear and present argument, witnesses and testimony. If the Court approves this Settlement Agreement, and if the Court grants dissolution to Plaintiff herein, the terms of this Settlement Agreement shall be made a part of any Judgment issued by reference, whether or not each and every portion of this Settlement Agreement is literally set forth in the Judgment and Decree.

**22. Parental Rights And Responsibilities:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.
- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent must provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

**23. Parenting Plan:** As required by North Dakota Century Code § 14-09-30, the Parenting Plan is set forth in Exhibit B: Parenting Plan. Exhibit B is incorporated by reference into this Settlement Agreement.

**24. Child Support:** In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 24 continues on Pages 8-9*):

☐ **A child support order already exists for the child(ren).** The child support case number is \_\_\_\_\_. The existing child support payment amounts shall be incorporated into the judgment in this case. A copy of the child support order is attached.

☐ Since primary residential responsibility shall be with Plaintiff, Defendant shall pay

\$\_\_\_\_\_ per month as and for child support based on net monthly income of \_\_\_\_\_ . Defendant's income was determined by (*explain*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ Since primary residential responsibility shall be with Defendant, Plaintiff shall pay

\$\_\_\_\_\_ per month as and for child support based on net monthly income of \_\_\_\_\_ . Plaintiff's income was determined by (*explain*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, and Defendant's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, child support amounts will be offset for payment purposes. The lesser obligation of \$\_\_\_\_\_ owed by (*choose one*) ☐Plaintiff/ ☐Defendant will be subtracted from the greater obligation of \$\_\_\_\_\_ owed by (*choose one*) ☐Plaintiff/ ☐Defendant. (*Choose one*) ☐Plaintiff/ ☐Defendant shall pay the difference of \$\_\_\_\_\_ per month.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached. If child support rights become assigned because the child(ren)

receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

**25. Deviation from child support calculator (*choose one*):**

☐ **Does not apply.** A child support order already exists for the child(ren)

☐ **The child support amount listed in Paragraph 24 does not deviate** from the child support calculator.

☐ **The child support amount listed in Paragraph 24 deviates** from the child support calculator.

\$\_\_\_\_\_ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because (*explain*): \_\_\_\_\_

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and is in the best interests of the child(ren) because (*explain*): \_\_\_\_\_

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☐ Additional sheets are attached. (*Choose if applicable*)

**26. Child support shall begin (*choose one*):**

☐ **As required by the existing child support order.** The child support case number is \_\_\_\_\_.

☐ **Before the 10<sup>th</sup> day of each month** starting with the month after the judgment is entered.

27. The support obligation of (*choose one*) ☐Plaintiff/ ☐Defendant for the minor children shall continue (*choose one*):

☐ **As required by the existing child support order.** The child support case number is \_\_\_\_\_.

☐ **Until the last day of the month in which the child reaches age eighteen (18),** unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support must file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 28, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

28. Step-down child support obligation (*choose one; Paragraph 28 continues on next page*):

☐ **Does not apply.** A child support order already exists for the child(ren).

☐ **Does not apply.** This Settlement Agreement applies to one minor child of Plaintiff and Defendant.

☐ **Plaintiff and Defendant reserve the step-down child support obligation issue.**

☐ Plaintiff and Defendant have \_\_\_\_\_ minor children together, to which this Settlement Agreement applies. **The step-down child support obligation is:**

After child support terminates for one child, (*choose one*) ☐Plaintiff/☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) ☐Plaintiff/ ☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a third child.

☐Additional sheets are attached. (*Choose if applicable*)

**29.** Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.

**30.** All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.

**31.** This order subjects the income of the parent paying support to immediate income withholding, regardless of whether their support payment is delinquent.

**32.** Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.

**33.** Each party subject to this order must provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1 (*Paragraph 33 continues on next page*):

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;



- Driver license number;
- Employer's name, address, and telephone number;
- Electronic mail address; and
- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

**34. Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) must notify Child Support when the health insurance is obtained and must include:

- a. Name of insurance company;
- b. Name of policyholder;
- c. Policy number; and
- d. Date insurance coverage started.

☐ (Choose if applicable) Existing coverage: (choose one) ☐ Plaintiff/ ☐ Defendant currently provides medical coverage of the minor child(ren) and must continue to provide coverage as long as it is available at a reasonable cost.

**35. Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff must pay \_\_\_\_\_% and the Defendant must pay \_\_\_\_\_%.

Plaintiff and Defendant must exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a (*choose one*) ☐monthly ☐quarterly ☐annual basis. Reimbursement must be made to the other party within \_\_\_\_\_ days.

If one party paid for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party who receives the reimbursement must immediately pay the reimbursed amount to the party who paid the health care provider.

**36. Childcare Costs:** Plaintiff and Defendant must divide childcare costs in the following way: \_\_\_\_\_

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**37. Child Tax Exemption** (*Paragraph 37 continues on next page*): Only one party may claim a deduction for each child on their income tax return. Each party must execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(Choose one):

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

☐ The parent who provided health insurance coverage for the minor child for \_\_\_\_\_% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**38. Spousal Support (choose one):**

☐ Defendant must pay to Plaintiff the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Plaintiff must pay to Defendant the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Neither Plaintiff nor Defendant will be awarded general term or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

**39. Property And Debt:** Plaintiff and Defendant shall be awarded the property, debts, and liabilities as stated on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is incorporated by reference into this Settlement Agreement.

**40. Income Tax Returns:** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. Each party must execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, must supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

**41. Plaintiff's Former Name** (*choose one*):

☐ Plaintiff does not want to restore their name.

☐ Plaintiff, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_  
in any Judgment issued herein  
and will be known thereafter as \_\_\_\_\_.

**42. Defendant's Former Name** (*choose one*):

☐ Defendant does not want to restore their name.

☐ Defendant, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_  
in any Judgment issued herein  
and will be known thereafter as \_\_\_\_\_.

- 43. Remarriage:** There are no restrictions on remarriage.
- 44. Execution Of Required Documents:** The parties must, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.
- 45. Effects Of Bankruptcy:** The division of property set forth in this Settlement Agreement, including the payment of debts, is made with the understanding that the party assuming such debt shall and will have sufficient assets and income to serve the debts, and that neither party will file bankruptcy. The net value of the property received by one party will be substantially impaired if the other party would be required to pay debts or obligations assumed by that party as set forth in this Settlement Agreement. Accordingly, if either party files bankruptcy and it results in the other party having to pay any debts or obligations by the parties set forth in this Settlement Agreement, then the aggrieved party shall be entitled to relief under Rule 60 of the North Dakota Rules of Civil Procedure and grounds for relief will exist within the meaning of Rule 60.
- 46. Finality Of Settlement:** This Settlement Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.
- 47. Validity Of Agreement:** This Settlement Agreement shall be binding upon the parties with respect to the above- entitled action, or any other action between the parties and it is agreed that the material provisions of this Settlement Agreement shall be incorporated in and made a part of any judgment or decree entered into this action. If any provisions of this agreement are held to be invalid, unconscionable, or unenforceable, all the remaining provisions of this Settlement Agreement shall nevertheless continue in full force and effect.

**48. Full Disclosure And Reliance:** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

**49. Acknowledgment Of Agreement:** The parties have read this Settlement Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Settlement Agreement is fair, just, equitable, and in the best interests of the child(ren) under the circumstances, and it has been made in aid of an orderly and just determination of the marital rights, property settlement, and parental rights and responsibilities in this matter satisfactory to both parties. This Settlement Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.

**50. Waiver Of Counsel:** The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel as well as a tax expert prior to the execution of this Settlement Agreement. The parties expressly waived that right and freely and voluntarily entered into this Settlement Agreement which became a basis for the order for judgment and judgment. **The parties acknowledge that this is a legal document and binding upon them.**

**Notarized Signatures on Pages 18 and 19.**

**Plaintiff's Signature is on Page 18 of 19 of this Settlement Agreement.**

**Defendant's Signature is on Page 19 of 19 of this Settlement Agreement.**

## Plaintiff's Notarized Signature

I, \_\_\_\_\_, **Plaintiff**, swear under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Plaintiff's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

## Defendant's Notarized Signature

I, \_\_\_\_\_, **Defendant**, swear under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Defendant's Printed Name)

\_\_\_\_\_  
(Defendant's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_



## Read Before Filling out Exhibit A: Confidential Division of Property & Debts & Values (Form 4)

Divorce can have serious long-term legal and financial consequences. Only a [lawyer](#) who agrees to represent you can tell you about your options based on your circumstances.

This Exhibit A (Form 4) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. (*Both spouses must agree in writing.*)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*); **\*Or\*** Within the past 6 months, North Dakota was the home state of all of the children of the marriage **And** one spouse still lives in North Dakota.
- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding your marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no-fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect protecting one spouse from the other.

**You & Your Spouse **Must** Complete and Sign the Settlement Agreement (Form 3), Exhibit A: Confidential Division of Property & Debt & Values (Form 4), and Exhibit B: Parenting Plan (Form 5). [Consult a lawyer](#) if you're unsure how to proceed.**

**This Exhibit A (Form 4) must be filled out completely and signed by **Both** spouses.** If this form isn't filled out completely and signed by both spouses, it may not be accepted for filing or your case may be dismissed without granting a divorce.

**Retirement assets:** If you decide to divide retirement assets, you need an additional court order called a "Qualified Domestic Relations Order," or QDRO, to make the division effective. A QDRO form **isn't** available through the North Dakota Legal Self Help Center. It's strongly recommended that you [hire a lawyer](#) to prepare a QDRO. If both spouses keep their own retirement assets, or don't have retirement assets, you don't need a QDRO.

**Debts:** If a spouse is ordered to pay a debt of the marriage and that spouse doesn't pay, the creditor may still go after the other spouse to pay the debt.

**Don't include this cover sheet when you file the completed form.**

State of North Dakota

County Of \_\_\_\_\_

In District Court

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff,  
vs.  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Exhibit A:**  
**Confidential Division of**  
**Property & Debts & Values**

1. Plaintiff and Defendant have reached an agreement resolving the values and division of all property and debt in this divorce proceeding.

2. Plaintiff and Defendant's entire agreement resolving the values and division of all property and debt is set forth in this Exhibit A: Confidential Division of Property and Debts and Values.

3. **Real Property Jointly Owned by Plaintiff and Defendant** (*choose one*):

☐ Plaintiff and Defendant **do not** jointly own any real property.

☐ Plaintiff and Defendant agree on how to divide their jointly owned real property as follows:

a. **Property 1** (*continues on next page*):

The street address of this **Jointly Owned Real Property** is \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, and it is legally described as:

This real property was purchased on \_\_\_\_\_ for \$\_\_\_\_\_.

There is a mortgage or loan against the property in the amount of \$\_\_\_\_\_.

The fair market value of this **Jointly Owned Real Property** is \$ \_\_\_\_\_. The date of valuation to establish fair market value is \_\_\_\_\_.

**Agreement of Plaintiff and Defendant for Property 1 of Jointly Owned Real Property:**

(Choose one) ☐ Plaintiff / ☐ Defendant is awarded sole title and interest in **Property 1 of Jointly Owned Real Property**, described above, and subject to a mortgage or loan against the property in the amount of \$ \_\_\_\_\_.

Additionally (describe any additional details related to the award of sole title and interest of Property 1 of Jointly Owned Real Property. If there are no additional details, write "not applicable"), \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**b. Property 2** (continues on next page page):

☐ Does Not Apply (choose if you don't jointly own additional real property).

The street address of this **Jointly Owned Real Property** is \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, and it is legally described as:

This real property was purchased on \_\_\_\_\_ for \$ \_\_\_\_\_.  
There is a mortgage or loan against the property in the amount of \$ \_\_\_\_\_.  
The fair market value of this **Jointly Owned Real Property** is \$ \_\_\_\_\_. The date of valuation to establish fair market value is \_\_\_\_\_.

**Agreement of Plaintiff and Defendant for Property 2 of Jointly Owned Real Property:**

(Choose one) ☐ Plaintiff / ☐ Defendant is awarded sole title and interest in **Property 2 of Jointly Owned Real Property**, described above, and subject to a mortgage or loan against the property in the amount of \$\_\_\_\_\_.

Additionally (describe any additional details related to the award of sole title and interest of Property 2 of Jointly Owned Real Property. If there are no additional details, write "not applicable"), \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**4. Real Property Solely Owned by Plaintiff (choose one):**

☐ Plaintiff **does not** solely own any real property.

☐ Plaintiff and Defendant agree on how to divide Plaintiff's solely owned real property as follows (continues on next page):

The street address of **Plaintiff's Solely Owned Real Property** is \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, and it is legally described as:

This real property was purchased on \_\_\_\_\_ for \$\_\_\_\_\_.

There is a mortgage or loan against **Plaintiff's Solely Owned Real Property** in the amount of \$\_\_\_\_\_. The fair market value of this property is \$\_\_\_\_\_. The date of valuation to establish fair market value is \_\_\_\_\_.

**Agreement of Plaintiff and Defendant for Plaintiff's Solely Owned Real Property:**

(Choose one) ☐ Plaintiff / ☐ Defendant shall be awarded sole title and interest in **Plaintiff's Solely Owned Real Property**, described above, and subject to a mortgage or loan against the property in the amount of \$ \_\_\_\_\_.

Additionally (describe any additional details related to the award of sole title and interest of Plaintiff's Solely Owned Real Property. If there are no additional details, write "not applicable"), \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Real Property Solely Owned by Defendant (choose one):**

☐ Defendant **does not** solely own any real property.

☐ Plaintiff and Defendant agree on how to divide Defendant's solely owned real property as follows (*continues on next page*):

The street address of **Defendant's Solely Owned Real Property** is \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, and it is legally described as:

This real property was purchased on \_\_\_\_\_ for \$ \_\_\_\_\_.

There is a mortgage or loan against **Defendant's Solely Owned Real Property** in the amount of \$ \_\_\_\_\_. The market value of this property is \$ \_\_\_\_\_. The date of valuation to establish fair market value is \_\_\_\_\_.

**Agreement of Plaintiff and Defendant for Defendant's Solely Owned Real Property:**

(Choose one) ☐ Plaintiff / ☐ Defendant shall be awarded sole title and interest in **Defendant's Solely Owned Real Property**, described above, and subject to a mortgage or loan against the property in the amount of \$\_\_\_\_\_.

Additionally (describe any additional details related to the award of sole title and interest of Defendant's Solely Owned Real Property. If there are no additional details, write "not applicable"), \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**6. Motor Vehicles, Boats, Watercraft, Campers, Snowmobiles, or Trailers (choose one;**

*Paragraph 6 continues on next page):*

☐ Plaintiff and Defendant **do not** own any motor vehicles, boats, watercraft, campers, snowmobiles or trailers.

☐ Plaintiff and Defendant agree on how to divide their motor vehicles, boats, watercraft, campers, snowmobiles or trailers. Plaintiff and Defendant shall receive as their own, the motor vehicles, boats, watercraft, campers, snowmobiles or trailers listed in their column.

<b>Description of Description of Motor Vehicles, Boats, Watercraft, Campers, Snowmobiles or Trailers (include the type of motor vehicle, boat etc., year/make/model, vehicle identification number, name(s) on title, balance owed, monthly payment (if any) &amp; date of valuation. If you own a manufactured or mobile home that <i>isn't</i> converted to real property, list it here.):</b>	<b>Plaintiff (Current agreed upon value)</b>	<b>Defendant (Current agreed upon value)</b>
	\$	\$

<b>Description of Description of Motor Vehicles, Boats, Watercraft, Campers, Snowmobiles or Trailers</b> <i>(include the type of motor vehicle, boat etc., year/make/model, vehicle identification number, name(s) on title, balance owed, monthly payment (if any) &amp; date of valuation. If you own a manufactured or mobile home that <b>isn't</b> converted to real property, list it here.):</i>	<b>Plaintiff</b> (Current agreed upon value)	<b>Defendant</b> (Current agreed upon value)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Motor Vehicles, Boats, Etc. to Each Person</b>	<b>\$</b>	<b>\$</b>

**7. Household Goods, Furniture, and Furnishings:** Plaintiff and Defendant have already divided the household goods, furniture and furnishings in an equitable manner to their satisfaction.

	<b>Plaintiff</b>	<b>Defendant</b>
<b>Total Agreed Upon Value of Share of Household Goods, Furniture, and Furnishings to Each Person</b>	<b>\$</b>	<b>\$</b>

**8. Other Personal Property** (*choose one*):

☐ Plaintiff and Defendant **do not** own any other personal property not otherwise mentioned on Exhibit A.

☐ Plaintiff and Defendant own other personal property not otherwise mentioned on Exhibit A. Plaintiff and Defendant shall be awarded as their own, the other personal property listed in their column.

<b>Description of Other Personal Property</b> ( <i>include a description of the personal property, list who owns or possesses the personal property, any debts or encumbrances, balance owed (if any), monthly payment (if any), &amp; date of valuation</i> ):	<b>Plaintiff</b> ( <i>Current agreed upon value</i> )	<b>Defendant</b> ( <i>Current agreed upon value</i> )
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Other Personal Property to Each Person</b>	<b>\$</b>	<b>\$</b>



**9. Plaintiff's Pensions, Profit-Sharing Plans, IRAs, Other Retirement Plans (choose one):**

☐ Plaintiff **does not** have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

☐ Plaintiff and Defendant agree on how to divide Plaintiff's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans.

Plaintiff's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans shall be awarded as listed in Plaintiff's and Defendant's columns.

If Plaintiff's retirement plan is divided between Defendant and Plaintiff, Plaintiff shall obtain the proposed qualified domestic relations order (QDRO).

<b>Description of Plaintiff's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans</b> <i>(for each plan, list the employer, union, or other group that provides the plan; the date you started working at the job or date you joined the union or group plan; the type of pension or retirement plan, &amp; the present value. For individual retirement accounts, list the account number, the bank that has the individual retirement account, &amp; the present account balance):</i>	<b>Plaintiff</b> (Current agreed upon value)	<b>Defendant</b> (Current agreed upon value)
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Plaintiff's Retirement Plans to Each Person</b>	<b>\$</b>	<b>\$</b>

**10. Defendant's Pensions, Profit-Sharing Plans, IRAs, Other Retirement Plans** (*choose one*):

☐ Defendant **does not** have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.

☐ Plaintiff and Defendant agree on how to divide Defendant's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans.

Defendant's pensions, profit-sharing plans, individual retirement accounts (IRAs) and other retirement plans shall be awarded as listed in Plaintiff's and Defendant's columns.

If Defendant's retirement plan is divided between Defendant and Plaintiff, Defendant shall obtain the proposed qualified domestic relations order (QDRO).

<b>Description of Defendant's Pensions, Profit-Sharing Plans, IRAs and Other Retirement Plans</b> ( <i>for each plan, list the employer, union, or other group that provides the plan; the date you started working at the job or date you joined the union or group plan; the type of pension or retirement plan, &amp; the present value. For individual retirement accounts, list the account number, the bank that has the individual retirement account, &amp; the present account balance</i> ):	<b>Plaintiff</b> ( <i>Current agreed upon value</i> )	<b>Defendant</b> ( <i>Current agreed upon value</i> )
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Defendant's Retirement Plans to Each Person</b>	<b>\$</b>	<b>\$</b>

**11. Life Insurance** (*choose one*):

☐ Plaintiff and Defendant **do not** have life insurance policies.

☐ Plaintiff and Defendant agree on how to divide their life insurance policies. Plaintiff and Defendant shall be awarded as their own, the life insurance policies listed in their column.

<b>Description of Life Insurance Policies</b> ( <i>for each life insurance policy, list the name of the company, type of insurance, policy number, face amount of the policy, amount of any loans against the policy, name of insured, name(s) of beneficiary, &amp; monthly payments (if any)</i> ):	<b>Plaintiff</b> ( <i>Current agreed upon value</i> )	<b>Defendant</b> ( <i>Current agreed upon value</i> )
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Life Insurance to Each Person</b>	<b>\$</b>	<b>\$</b>

**12. Business or Farm Interests or Assets** (*choose one; Paragraph 12 continues on next page*):

☐ Plaintiff and Defendant **do not** have any business or farm interests or assets.

☐ Plaintiff and Defendant agree on how to divide their business or farm interests or assets.

Plaintiff and Defendant shall receive as their own, the business or farm interests or assets listed in their column.

<b>Description of Business or Farm Interests or Assets</b> <i>(for each business or farm asset, describe the interest or asset, who owns the interest or asset, the location, list the account number (if any), balances owed (if any), monthly payments (if any), &amp; date of valuation):</i>	<b>Plaintiff</b> (Current agreed upon value)	<b>Defendant</b> (Current agreed upon value)
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Business or Farm Assets to Each Person</b>	<b>\$</b>	<b>\$</b>

**13. Financial Assets** *(choose one; Paragraph 13 continues on next page):*

☐ Plaintiff and Defendant **do not** own financial assets not otherwise mentioned on Exhibit A.

☐ Plaintiff and Defendant agree on how to divide their financial assets not otherwise mentioned on Exhibit A. Plaintiff and Defendant shall be awarded all right, title, interest and equity in and to the other financial assets listed in their column.

<b>Description of Financial Assets:</b> <i>(for example checking accounts, savings accounts, money market accounts, stocks, bonds, Certificates of Deposit, notes (money owed in writing), &amp; money owed (not in writing). For each asset, describe the asset, who owns the asset, the location of the asset, list the policy or account number (if any), balances owed (if any), monthly payments (if any), &amp; date of valuation)</i>	<b>Plaintiff</b> (Current agreed upon value)	<b>Defendant</b> (Current agreed upon value)
	\$	\$

<b>Description of Financial Assets:</b> <i>(for example checking accounts, savings accounts, money market accounts, stocks, bonds, Certificates of Deposit, notes (money owed in writing), &amp; money owed (not in writing). For each asset, describe the asset, who owns the asset, the location of the asset, list the policy or account number (if any), balances owed (if any), monthly payments (if any), &amp; date of valuation)</i>	<b>Plaintiff</b> (Current agreed upon value)	<b>Defendant</b> (Current agreed upon value)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Value of Other Financial Assets to Each Person</b>	<b>\$</b>	<b>\$</b>

**14. Secured and Unsecured Debts and Liabilities** *(choose one; Paragraph 14 continues on next two pages):*

☐ Plaintiff and Defendant **do not** have any secured or unsecured outstanding debts and liabilities.

☐ Plaintiff and Defendant agree on how to divide their secured and unsecured debts and liabilities. Plaintiff and Defendant shall pay as their own debts and liabilities listed in their column.

Plaintiff and Defendant listed all secured and unsecured debts and liabilities they know of on Exhibit A. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

<b>Description of Debts and Liabilities</b> ( <i>list <b>all</b> secured and unsecured debts and liabilities. Describe each debt and liability as clearly as possible. Include who the debt is owed to, purpose of the debt, collateral for the secured debt (if any), whose name is on the debt and account numbers. <b>Do not</b> include mortgages on real property</i> )	<b>Plaintiff</b> (Current amount owed)	<b>Defendant</b> (Current amount owed)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

<b>Description of Debts and Liabilities</b> ( <i>list <b>all</b> secured and unsecured debts and liabilities. Describe each debt and liability as clearly as possible. Include who the debt is owed to, purpose of the debt, collateral for the secured debt (if any), whose name is on the debt and account numbers. <b>Do not</b> include mortgages on real property</i> )	<b>Plaintiff</b> (Current amount owed)	<b>Defendant</b> (Current amount owed)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Debts and Liabilities to be Paid by Each Person</b>	<b>\$</b>	<b>\$</b>

**15. Summary:**

**Plaintiff**

**Defendant**

<b>Real Property</b> ( <i>Paragraphs 3, 4, and 5</i> )	\$	\$
<b>Motor Vehicles/Boats/Campers/Etc.</b> ( <i>Paragraph 6</i> )	\$	\$
<b>Household Goods/Furniture/Furnishings</b> ( <i>Paragraph 7</i> )	\$	\$
<b>Other Personal Property</b> ( <i>Paragraph 8</i> )	\$	\$
<b>Pensions/Retirement Plans/Etc.</b> ( <i>Paragraphs 9 and 10</i> )	\$	\$
<b>Life Insurance</b> ( <i>Paragraph 11</i> )	\$	\$
<b>Business or Farm Interests or Assets</b> ( <i>Paragraph 12</i> )	\$	\$
<b>Financial Assets</b> ( <i>Paragraph 13</i> )	\$	\$
<b>Mortgages on Real Property</b> ( <i>Paragraphs 3, 4, and 5</i> )	- \$	- \$
<b>Debts and Liabilities</b> ( <i>Paragraph 14</i> )	- \$	- \$
<b>(Mortgages &amp; Debts subtracted from Assets) Total</b>	<b>\$</b>	<b>\$</b>

**Notarized Signatures on Pages 15 and 16.**

**Plaintiff's Signature is on Page 15 of 16 of this Exhibit A.**

**Defendant's Signature is on Page 16 of 16 of this Exhibit A.**

## Plaintiff's Notarized Signature

I, \_\_\_\_\_, **Plaintiff**, swear under penalty of perjury that the information in this Exhibit A: Confidential Division of Property and Debts and Values is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Plaintiff's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_



## Defendant's Notarized Signature

I, \_\_\_\_\_, **Defendant**, swear under penalty of perjury that the information in this Exhibit A: Confidential Division of Property and Debts and Values is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Defendant's Printed Name)

\_\_\_\_\_  
(Defendant's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

State of North Dakota

In District Court

County of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Summary Real Estate  
Disposition Judgment**

The Court having approved and ordered the filing of a Summary Real Estate Disposition Judgment pursuant to N.D.C.C. § 14-05-24.2 for the purpose of recording in the office of the County Recorder in lieu of a Quit Claim Deed as provided for in the statute, consistent with the terms of the Judgment dated \_\_\_\_\_ in the above referenced matter.

**Now, Therefore, it is hereby ordered, adjudged and decreed:**

**1. Dates of the parties' marriage and of the entry of Judgment and Decree of Divorce:**

Date of Marriage: \_\_\_\_\_

Date of Entry of Judgment and Decree: \_\_\_\_\_

**2. Name of the parties' attorney, or if pro se (if not represented, write "pro se" on the line(s)):**

Plaintiff's Attorney: \_\_\_\_\_

Defendant's Attorney: \_\_\_\_\_

**3. Name of the Judge/Judicial Referee, if any, who signed the Order for Judgment and Decree (fill in judge's or judicial referee's name):**

\_\_\_\_\_

**4. Whether the Judgment and Decree resulted from a Stipulation (Settlement Agreement), a Default, or a Trial, and the appearances at the Default or Trial (check ☒ only one box):**

- ☐ Stipulation
- ☐ Default (check ☒ all boxes that apply): ☐ Plaintiff ☐ Defendant appeared
- ☐ Trial (check ☒ all boxes that apply): ☐ Plaintiff ☐ Defendant appeared

**5. If the Judgment and Decree resulted from a Stipulation, whether the real property was described by a legal description (check ☒ only one box):**

- ☐ Yes, the real property was described by a legal description.
- ☐ No, the real property was not described by a legal description.

**6. If the Judgment and Decree resulted from a Default, whether the Complaint contained the legal description of the property and whether disposition was made in accordance with the request (check ☒ only one box):**

- ☐ Not applicable, the Judgment and Decree did not result from a default.
- ☐ Yes, the Complaint contained the legal description.
- ☐ No, the Complaint did not contain the legal description.

**7. Whether the Summons and Complaint were served personally on the Defendant in accordance with the North Dakota Rules of Civil Procedure (check ☒ only one box):**

- ☐ Yes, the Summons and Complaint were personally served on the Defendant by (check ☒ only one box and fill in the date of service):
  - ☐ Admission of Service, as shown by the Admission of Service dated \_\_\_\_\_.
  - ☐ Sheriff, as shown by the Certificate of Service dated: \_\_\_\_\_.
  - ☐ Process Server or other individual, as shown by the Declaration or Affidavit of Personal Service dated \_\_\_\_\_.
  - ☐ Certified Mail, Return Receipt Requested, as shown by the Declaration or Affidavit of Service by Mail dated \_\_\_\_\_.
- ☐ No.

**8. If the Summons and Complaint were served on the Defendant only by publication, the name of each legal newspaper and county in which the Summons and Complaint were published and the dates of publication (fill in all applicable information – write “N/A” if the line isn’t needed. If the Summons and Complaint weren’t published write “Not Published” on the first line and then “N/A” on the second and third lines):**

<u>Name of Newspaper</u>	<u>County Publication Made In</u>	<u>Dates of Publication</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**9. Whether either party changed the party's name through the Judgment and Decree (check ☒ all boxes that apply and fill in any requested information):**

- ☐ No parties' names were changed.
- ☐ Plaintiff changed their name to \_\_\_\_\_.
- ☐ Defendant changed their name to \_\_\_\_\_.

**10. The legal description of each parcel of real estate (check ☒ all boxes that apply and fill in the information requested):**

- ☐ That real property located in the County of \_\_\_\_\_, State of North Dakota, legally described as follows (*write or type the legal description below*):

- ☐ That real property located in the County of \_\_\_\_\_, State of North Dakota, legally described as follows (*write or type the legal description below*):

- ☐ That real property located in the County of \_\_\_\_\_, State of North Dakota, legally described as follows (*write or type the legal description below*):

**11. The name(s) of the persons awarded an interest in each parcel of real estate and a description of the interest awarded:**

**12. Liens, mortgages, encumbrances, or other interests in the real estate described in the Judgment and Decree** *(include all liens, mortgages, encumbrances, or other interests as described in the Judgment and Decree. If there are none, write "None")*:

**13. Triggering or contingent events set forth in the Judgment and Decree affecting the disposition of each parcel of real estate:**

**14. A certified copy of this Summary Real Estate Disposition Judgment may be recorded or filed in place of the original Judgment and Decree in the office of any county recorder or registrar of titles in which any parcel of real estate described herein is located, with the same effect as having filed the full Judgment and Decree.**

**I hereby certify that the foregoing Summary Real Estate Disposition Judgment constitutes the Judgment of this Court.**

**Attest:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

## Read Before Filling Out Exhibit B: Parenting Plan (Form 5)

Divorce can have serious long-term legal and financial consequences. Only a [lawyer](#) who agrees to represent you can tell you about your options based on your circumstances.

This Exhibit B: Parenting Plan (Form 5) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- You and your spouse agree on **All** issues. (*Both spouses must agree in writing.*)
- The spouse listed as Plaintiff has lived in North Dakota for at least the last 6 months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*OR\***

Within the past 6 months, North Dakota was the home state of all of the children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no-fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

**You & Your Spouse **Must** Complete and Sign the Settlement Agreement (Form 3), Exhibit A: Confidential Division of Property & Debt & Values (Form 4), and Exhibit B: Parenting Plan (Form 5).**

[Consult a lawyer](#) if you're unsure how to proceed.

The Exhibit B: Parenting Plan (Form 5) must be filled out completely and signed by **Both spouses**. If this form isn't filled out completely and signed by both spouses, it may not be accepted for filing by the clerk of court.

If the form is accepted for filing, but the judge or judicial referee assigned to the divorce determines the form is incomplete, your case may be dismissed without granting a divorce.

**Don't include this cover sheet when you file the completed form.**

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff,  
vs.  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Exhibit B:  
Parenting Plan**

1. Plaintiff and Defendant have reached an agreement resolving the parenting rights and responsibilities in this divorce proceeding.
2. Plaintiff and Defendant's entire agreement resolving the parenting rights and responsibilities is set forth in this Exhibit B: Parenting Plan.
3. The Parenting Plan applies to the following child(ren) in this above-entitled action for divorce:

Initials:      Birth Year:      Age:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ (Choose if applicable) Additional sheets are attached for Paragraph 3.

4. **Legal Residence: The legal residence of the minor children for school attendance shall be (choose one):**

☐ The Plaintiff's place of residence.

☐ The Defendant's place of residence.

☐ Other: \_\_\_\_\_.

**5. Residential Responsibility and Parenting Time:**

- a. **It is in the best interests of the minor child(ren) that** (*choose **one** of the three options in Paragraph 5a below; Paragraph 5a continues on next page*):

☐ **The Plaintiff and Defendant shall have equal residential responsibility of the minor child(ren).** Equal residential responsibility means each parent must have the child(ren) 50% of the time. With that in mind (*describe the schedule for each parent; see instructions for examples*):

**The Plaintiff shall have residential responsibility of the minor child(ren) as follows:**

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**The Defendant shall have residential responsibility of the minor child(ren) as follows:**

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☐ **Primary residential responsibility shall be with the Plaintiff.** Defendant shall have

parenting time in the following Parenting Time Schedule (*select any that apply*):

☐ Wednesday evenings from 6:00 p.m. to 8:00 p.m.

☐ Every other weekend from Friday at \_\_\_\_\_, until Sunday at \_\_\_\_\_.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Primary residential responsibility shall be with the Defendant.** Plaintiff shall have

parenting time in the following Parenting Time Schedule (*select any that apply*):

☐ Wednesday evenings from 6:00 p.m. to 8:00 p.m.

☐ Every other weekend from Friday at \_\_\_\_\_, until Sunday at \_\_\_\_\_.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Alternate Schedules:** The above Parenting Time schedule for Paragraph 5a is the default “normal” schedule **except** as described below. The alternate schedules will be as follows (*if you don’t have an alternate schedule, write “No Alternative Schedule” on the first line of each section*):

**Summer Time\*:** Summer time is defined as: \_\_\_\_\_  
\_\_\_\_\_

The Summer Time alternate schedule is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**School Release Days\*:** School release days are defined as: \_\_\_\_\_

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The School Release Days alternate schedule is: \_\_\_\_\_

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**\*Summer Time/School Release Days** with the other parent take precedence over summer activities, such as sports, when Parenting Time cannot be reasonably scheduled around such events.

**Vacation with Parents:** Each parent shall have vacation with the child(ren) as follows: \_\_\_\_

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- c. **Schedule for Holidays and Other Special Days:** The parenting schedule for holidays and other special days applies to the residential responsibility in Paragraph 5a. The parenting schedule for the child(ren) for holidays and other special days is:

	<b>With the Plaintiff</b> <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	<b>With the Defendant</b> <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
<b>New Year's Day</b>		
<b>Martin Luther King Day</b>		
<b>President's Day</b>		
<b>Spring Break</b>		
<b>Easter</b>		
<b>Mother's Day</b>		

	<b>With the Plaintiff</b> <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	<b>With the Defendant</b> <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
<b>Father's Day</b>		
<b>Independence Day</b>		
<b>Labor Day</b>		
<b>Teacher's Break (Convention)</b>		
<b>Halloween</b>		
<b>Veteran's Day</b>		
<b>Thanksgiving Day</b>		
<b>Winter Break</b>		
<b>Christmas Eve Day</b>		
<b>Christmas Day</b>		
<b>Plaintiff's Birthday</b>		
<b>Defendant's Birthday</b>		
<b>Child's Birthday</b>		

For the purposes of the Holidays and Other Special Days parenting schedule, a holiday includes *(indicate whether the holiday includes the entire weekend and the time of day/night during which holiday parenting time will occur)*: \_\_\_\_\_

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- d. Child(ren)'s Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, both parents will support the extracurricular activities of the child(ren). The parents will work together to ensure the child(ren)'s activities are not planned as to interfere with the relationship of either parent. The parents will inform each other of the child(ren)'s extracurricular activities by:

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- e. Timeliness:** If a parent is more than \_\_\_\_\_ minutes late to pick up the child(ren) for a visit, that visit will be cancelled, **or:** \_\_\_\_\_

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- f. If either parent misses their parenting time for any reason, the parents will deal with the missed parenting time as follows:** \_\_\_\_\_

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- g. Except in extreme emergencies, each parent must notify the other parent that they will not be able to exercise their scheduled parenting time as follows:**

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**h. Restrictions on Contact with the Child(ren) (choose one):**

- ☐ There are no restrictions on contact with the child(ren).
- ☐ Until further order of the Court, the child(ren)'s time with the  
(choose one) ☐ Plaintiff / ☐ Defendant is subject to the following conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Limitations On Residential Responsibility And Parenting Time Modifications:**

Modifications to residential responsibility and parenting time shall be governed by North Dakota Century Code Section 14-09-06.6 and North Dakota Century Code Chapter 14-14.1, the Uniform Child Custody Jurisdiction and Enforcement Act.

**7. Decision Making Responsibility:**

- a. Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the child(ren) is/are in that parent's care.
- b. Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the child(ren) while the child(ren) reside with that parent, except as provided in 7c, 7d, 7e, 7f, and 7g below.
- c. Daycare/Afterschool provider (select any that apply; Paragraph 7c continues on next page):**
- ☐ When the parents reside in the same community, they will use the same daycare/afterschool provider.
- ☐ Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
- ☐ The Plaintiff will designate the daycare/afterschool provider.

- ☐ The Defendant will designate the daycare/afterschool provider.
- ☐ The child(ren)'s daycare/afterschool provider is \_\_\_\_\_.
- ☐ Other: \_\_\_\_\_.

**d. Education Decisions** will be made by (*choose one*):

- ☐ The Plaintiff
- ☐ The Defendant
- ☐ The Plaintiff and Defendant jointly

**e. Non-Emergency Health Care Decisions** will be made by (*choose one*):

- ☐ The Plaintiff
- ☐ The Defendant
- ☐ The Plaintiff and Defendant jointly

**f. Spiritual Development Decisions** will be made by (*choose one*):

- ☐ The Plaintiff
- ☐ The Defendant
- ☐ The Plaintiff and Defendant jointly

**g. Both parents must consent** before any minor child will be permitted to \_\_\_\_\_  
\_\_\_\_\_

**8. Information Sharing And Access:**

- a.** Both parents shall have access to educational, medical, dental, religious, insurance, and other records. Both parents have the right and shall notify and authorize the daycare, the school, and the children's doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the child(ren)'s parent and as an emergency contact with the daycare, the school, and all health professionals unless directed by court order to the contrary.

- b.** Both parents have the right to attend school conferences. This right does not require any school to hold a separate conference with each parent. Each parent shall keep the other parent informed of the name and address of the school the child(ren) attend.
- c.** Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school, and related entitles regarding the child(ren). Both parents must notify the child(ren)'s daycare and school(s) of the split households and advise to send copies of the child(ren)'s school documents, notices, and related information to each parent.
- d.** Each parent must inform the other as soon as reasonably possible of serious accidents or serious illness which require health care treatment, providing the time of the accident or illness and the name of the treating health care provider. If the child is taking medications, the parents must communicate regarding instructions, dosage, and related information.
- e.** The parent who has medical insurance coverage on the children must supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.
- f.** Both parents must notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the child(ren), and changes in health insurance available through employer which could cover the child(ren).

- g. Communication between parents and children must be liberally permitted at reasonable hours and at the expense of the parent initiating contact.
- h. At all other times, the parent with whom the child is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent shall facilitate the communication between the child and the other parent.
- i. Both parents shall allow reasonable access to the child by phone or other means.
- j. Telephone access to the child(ren) shall be as follows: \_\_\_\_\_  
\_\_\_\_\_
- k. Electronic access to the child(ren) shall be as follows: \_\_\_\_\_  
\_\_\_\_\_
- l. During long vacations the parent with whom the child is on vacation shall make the child available for contact as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Communication Between Parents:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child(ren)'s presence.

**10. Children's Clothing And Personal Items** *(select any that apply; Paragraph 10 continues on next page):*

- ☐ Each parent must supply the appropriate children's clothing with them for their scheduled time with the other parent.
- ☐ Each parent must supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.
- ☐ The clothing is considered the child(ren)'s clothes and must be returned clean, when reasonably possible, with the child(ren) by the other parent.



- ☐ The child(ren) must leave personal items at each parent's home and must not remove those items from that home.
- ☐ The child(ren) must take personal items between each parent's home, and it is the responsibility of each parent to ensure the personal items remain with the child(ren).
- ☐ In the cold months of the year, each parent shall ensure that the child(ren) have appropriate winter clothing to wear, regardless of parenting time.
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

#### **11. Transportation And Exchange Arrangements Considering The Safety Of The Child(Ren)**

*(select any that apply):*

- ☐ When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) is shared with the *(choose one)* ☐ Plaintiff / ☐ Defendant picking up the child(ren) and *(choose one)* ☐ Plaintiff / ☐ Defendant dropping off the child(ren).
- ☐ The child(ren) shall be picked up and returned to the front entrance of the appropriate residence.
- ☐ The parent dropping off the child(ren) shall not leave the premises until the child(ren) are safely inside.
- ☐ Any change in pick up or drop off location will be determined by \_\_\_\_\_.
- ☐ The person picking up or dropping off the child(ren) during times of parenting time has an obligation to be punctual, arriving at the agreed time and place, not substantially earlier or later.
- ☐ Other: \_\_\_\_\_.
- ☐ Other: \_\_\_\_\_.

**12. Procedure For Review And Adjustment To Parenting Plan:** If the parents want to make permanent changes to the Parenting Plan, those changes shall be reduced to writing and submitted to the Court for approval.

**13. Changes To Residence Of The Child(ren):**

- a. A parent with primary residential responsibility for a child may not change the primary residence of the child to another state except upon order of the Court or with the written consent of the other parent, if the other parent has been given parenting time by order of the Court.
- b. A parent with equal residential responsibility for a child may not change the residence of the child to another state except with the written consent of the other parent or upon order of the Court allowing the move and awarding that parent primary residential responsibility.
- c. A court order is not required if the other parent:
  - 1) Has not exercised parenting time for a period of one year; or
  - 2) Has moved to another state and is more than 50 miles (80.47 kilometers) from the residence of the parent with primary residential responsibility.

**14. Dispute Resolution:**

- a. In the event Plaintiff and Defendant are unable to resolve their differences with regard to the Parenting Plan, disputes shall be submitted to (*choose one*):

☐ Counseling

☐ Mediation

☐ Other: \_\_\_\_\_  
\_\_\_\_\_

**b.** The cost of this dispute resolution process will be allocated between Plaintiff and Defendant as follows (*choose one*):

☐ Plaintiff and Defendant shall each pay one-half.

☐ As determined in the dispute resolution process.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_

**c.** A parent will begin the dispute resolution process by notifying the other parent by (*select all that apply*):

☐ Written request

☐ Certified mail

☐ Other: \_\_\_\_\_

**d.** In the dispute resolution process with regard to the parenting plan:

1) Preference will be given to carrying out this Parenting Plan.

2) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

3) A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will be provided to each parent.

4) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other parent.

**15. Compliance:** Repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the Parenting Plan. One parent's failure to comply with a provision of the Parenting Plan does not affect the other parent's obligation to comply with the Parenting Plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

### **Plaintiff's Notarized Signature**

I, \_\_\_\_\_, **Plaintiff**, swear under penalty of perjury that the information in this Exhibit B: Parenting Plan is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Plaintiff's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

## Defendant's Notarized Signature

I, \_\_\_\_\_, **Defendant**, swear under penalty of perjury that the information in this Exhibit B: Parenting Plan is true and correct, and that I have read, understand, and agree to be bound by this Agreement.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Defendant's Printed Name)

\_\_\_\_\_  
(Defendant's Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn to before me on \_\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If Notary, my commission expires: \_\_\_\_\_

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Confidential Information Form**

**Full Information**

**Redacted Information**

**Plaintiff:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Year of Birth: \_\_\_\_\_

XXX-XX-\_\_\_\_\_

**Defendant:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Year of Birth: \_\_\_\_\_

XXX-XX-\_\_\_\_\_

**Minor Child:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Initials: \_\_\_\_\_

Year of Birth: \_\_\_\_\_

XXX-XX-\_\_\_\_\_

**Minor Child:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Initials: \_\_\_\_\_

Year of Birth: \_\_\_\_\_

XXX-XX-\_\_\_\_\_

**Minor Child:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Initials: \_\_\_\_\_

Year of Birth: \_\_\_\_\_

XXX-XX-\_\_\_\_\_

**Financial Account Numbers** (*choose one*):

- ☐ All financial account numbers are included on “Exhibit A: Confidential Division of Property & Debts & Values”.
- ☐ All financial account numbers, **except the following**, are included on “Exhibit A: Confidential Division of Property & Debts & Values” (*list only the financial account numbers that **aren’t** listed on Exhibit A*):

	Full Information	Redacted Information
Name of Account:	_____	
Account Number:	_____	Last 4 Digits: _____
Name of Account:	_____	
Account Number:	_____	Last 4 Digits: _____
Name of Account:	_____	
Account Number:	_____	Last 4 Digits: _____
Name of Account:	_____	
Account Number:	_____	Last 4 Digits: _____

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff’s Signature)

\_\_\_\_\_  
(Plaintiff’s Printed Name)

\_\_\_\_\_  
(Plaintiff’s Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Plaintiff’s Telephone)

\_\_\_\_\_  
(Plaintiff’s Email Address)

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Defendant’s Signature)

\_\_\_\_\_  
(Defendant’s Printed Name)

\_\_\_\_\_  
(Defendant’s Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Defendant’s Telephone)

\_\_\_\_\_  
(Defendant’s Email Address)

## In District Court

\_\_\_\_\_**Judicial District**

Case No. \_\_\_\_\_

## Admission of Service

- Summons;
- Complaint;
- Settlement Agreement;
- Exhibit A: Confidential Division of Property and Debts and Values;
- Exhibit B: Parenting Plan;
- Confidential Information Form;
- Affidavit of Proof for Stipulated Judgment;
- Findings of Fact, Conclusions of Law and Order for Judgment (Proposed); and
- Judgment (Proposed).

2. I understand that my admission merely acknowledges that I received the papers; it does not admit or deny any of the statements contained in the papers.



3. I declare, under penalty of perjury under the law of North Dakota, that everything stated in this Admission of Service is true and correct.

Signed on \_\_\_\_\_ (date) in \_\_\_\_\_ County,  
\_\_\_\_\_ (State), \_\_\_\_\_ (Country).

\_\_\_\_\_  
(Defendant's Signature)

\_\_\_\_\_  
(Defendant's Printed Name)

\_\_\_\_\_  
(Address) (City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number) (Email Address)

## In District Court

**County Of** \_\_\_\_\_

\_\_\_\_\_**Judicial District**

\_\_\_\_\_  
Plaintiff,

VS

Defendant.

Case No. \_\_\_\_\_

## Affidavit of Proof for Stipulated Judgment

I, \_\_\_\_\_ (*Plaintiff*), the undersigned,

state and allege as follows:

1. I am the Plaintiff in the above-entitled case.
2. I am currently a resident of the State of North Dakota, and have in good faith been a resident of the State of North Dakota for six (6) months before serving the Summons and Complaint for this case.
3. The Defendant and I were married to each other on \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and have since that date remained spouses.
4. The Defendant and I have \_\_\_\_\_ minor child(ren) together. The initials and year of birth of each minor child is as follows:  
  
Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
  
Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
  
Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_
5. I am the (*choose one*) ☐mother/ ☐father of the minor child(ren).

6. The Defendant is the (*choose one*) ☐mother/ ☐father of the minor child(ren).

7. (*Choose one*)

☐ The minor child(ren) has/have lived in North Dakota with (*choose one*) ☐me/ ☐the Defendant for at least six consecutive months, or since birth if less than six months old, immediately before the start of this proceeding.

☐ North Dakota was the home state of the minor child(ren) within six months of the start of this proceeding, and (*choose one*) ☐I continue/ ☐the Defendant continues to reside in North Dakota.

8. (*Choose one*)

☐ Neither I nor the Defendant is currently in the Armed Services of the United States of America or its allies.

☐ (*choose all that apply*) ☐I am/ ☐the Defendant is currently in the Armed Services of the United States of America or its allies but not currently deployed or notified of deployment.

9. Irreconcilable differences exist between the Defendant and I, and these differences have made it impossible for us to continue our marriage.

10. The Defendant and I have entered into an agreement regarding distribution of property, the allocation of debts, the issues of parenting responsibility, parenting time, and child support, and all other issues of the marriage and divorce. We believe the Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan provide for a fair and equitable division of the property and debts incurred during the marriage, the parenting rights and responsibilities determinations are in the best interests of the child(ren), and makes other appropriate determinations.

**11.** I have reviewed a signed copy of the Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan, know the Defendant's signature, and agree that it appears on the Settlement Agreement, Exhibit A and Exhibit B. My signature also appears on the Settlement Agreement, Exhibit A, and Exhibit B.

**12.** I ask that the court adopt the Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan as a full, complete, final and conclusive settlement of all issues pertaining to the dissolution of our marriage and that I be awarded a divorce incorporating the terms of the Settlement Agreement into the judgment.

**13.** I, \_\_\_\_\_, **Plaintiff**, state under penalty of perjury that the information in this Affidavit of Proof for Stipulated Judgment is true and correct.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Plaintiff's Signature)

\_\_\_\_\_  
(Plaintiff's Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)SS

Signed and sworn before me on \_\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public or Clerk of Court)

If notary, my commission expires: \_\_\_\_\_

## Read Before Filling Out The Findings of Fact, Conclusions of Law & Order for Judgment (Proposed) (Form 9)

Divorce can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

Only a lawyer who agrees to represent you can give you legal advice and tell you about your options based on your circumstances.

This Findings of Fact, Conclusions of Law and Order for Judgment (Form 9) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- Both spouses agree on **All** issues and have completed and signed Forms 3, 4 & 5.
- The spouse listed as Plaintiff has lived in North Dakota for at least the last six months.
- All of the minor children of the marriage have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*OR\***

Within the past 6 months, North Dakota was the home state of all of the minor children of the marriage and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no-fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

If any of the above don't apply to your situation, you can't use this form or forms packet.

Read the instructions for the forms packet and this form **Before** filling out this Findings of Fact, Conclusions of Law and Order for Judgment (Form 9). If you're unsure how to proceed, [consult a lawyer](#).

**This form must be filled out completely.** If this form isn't filled out completely, it may not be accepted by the clerk of court for filing.

If this form is accepted for filing, but the judge or judicial referee assigned to the divorce decides the form is incomplete, your case may be dismissed without granting a divorce.

**Don't include this cover sheet when you serve or file the completed form.**

County Of \_\_\_\_\_

\_\_\_\_\_**Judicial District**

\_\_\_\_\_)  
\_\_\_\_\_) Plaintiff,  
\_\_\_\_\_)  
vs \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) Defendant.  
\_\_\_\_\_)

Case No. \_\_\_\_\_

## Findings of Fact, Conclusions of Law and Order for Judgment

Based on the written Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B Parenting Plan of the parties and upon all the pleadings and proceedings, the Court makes the following:

☐ A hearing was held \_\_\_\_\_, by the Honorable \_\_\_\_\_  
District Judge, in the District Court, \_\_\_\_\_ County, North Dakota. Plaintiff  
☐ did ☐ did not appear personally. Defendant ☐ did ☐ did not appear personally. A Settlement  
Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B:  
Parenting Plan signed by both parties have been submitted to the Court. After hearing all of the  
evidence and being fully advised in the premises, and being advised of the written Settlement  
Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B:  
Parenting Plan of the parties and upon all the pleadings and proceedings, the Court makes the  
following:

## Findings of Fact

1. The Summons and Complaint were personally served upon Defendant as indicated by the Admission of Service on file.

2. Plaintiff, \_\_\_\_\_, is the (*choose one*) ☐mother or ☐father of the minor child(ren). Plaintiff's demographic information is as follows:

Address: \_\_\_\_\_  
(*street address*) (city, state, zip code)

Birth Year: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

3. Defendant, \_\_\_\_\_, is the (*choose one*) ☐mother or ☐father of the minor child(ren). Defendant's demographic information is as follows:

Address: \_\_\_\_\_  
(*street address*) (city, state, zip code)

Birth Year: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

4. Plaintiff and Defendant were married on \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

5. Plaintiff is now, and for the entire 6 months immediately before serving the Summons and Complaint, a resident of the State of North Dakota.

6. That no decree, judgment or order of divorce, separation or annulment has been granted to either party against the other in any Court of competent jurisdiction of North Dakota or any other state, territory or country, and that there is no other action pending for divorce by either party against the other in any Court.

7. (Choose one)

☐ Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

☐ (choose all that apply) Plaintiff/ ☐ Defendant is/are currently in the Armed Services of the United States of America or its allies but is not/are not currently deployed or notified of deployment.

8. Irreconcilable differences have arisen between the Plaintiff and Defendant making the continuation of the marriage impossible.

9. No domestic violence protection order or disorderly conduct restraining order is in effect regarding either Plaintiff or Defendant.

10. The minor child(ren) of the Plaintiff and Defendant are as follows:

- a. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
State of Residence for Last 6 Months: \_\_\_\_\_
- b. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
State of Residence for Last 6 Months: \_\_\_\_\_
- c. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_  
State of Residence for Last 6 Months: \_\_\_\_\_

☐ Additional sheets are attached. (Choose if applicable)



**11.** (Choose one)

☐ The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

**12.** (Choose one)

☐ (choose one) ☐Plaintiff/ ☐Defendant is not pregnant.

☐ (choose one) ☐Plaintiff/ ☐Defendant is pregnant. However, the (choose one) ☐Plaintiff/  
☐Defendant is not the father, and the child is not at issue in this proceeding.

**13.** Child support (choose one):

☐ There is a child support order already in existence. The case number is: \_\_\_\_\_ -  
\_\_\_\_\_.

☐ There is no child support order already in existence.

**14.** Plaintiff has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (describe)	\$

15. Defendant has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other ( <i>describe</i> )	\$

16. Spousal support (*choose one*):

☐ Neither Plaintiff nor Defendant needs spousal support.

☐ (*choose one*) ☐Plaintiff/ ☐Defendant needs spousal support from (*choose one*) ☐Plaintiff/  
☐Defendant.

This is because (*choose one*) ☐Plaintiff/ ☐Defendant is \_\_\_\_\_ years of age, has been  
married to (*choose one*) ☐Plaintiff/ ☐Defendant for \_\_\_\_\_ years, has a monthly income  
totaling \$\_\_\_\_\_, and because:

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17. Plaintiff and Defendant own property and have outstanding debts and liabilities, all of  
which are listed on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is  
incorporated by reference into this Findings of Fact, Conclusions of Law and Order for  
Judgment.

18. Plaintiff wants to restore their name. ☐Yes ☐No

If **Yes**, the new name is \_\_\_\_\_.

Plaintiff has no intent to defraud or mislead anyone by changing their name.

19. Defendant wants to restore their name. ☐Yes ☐No

If **Yes**, the new name is \_\_\_\_\_.

Defendant has no intent to defraud or mislead anyone by changing their name.

**From The Above And Foregoing, the Court now makes and enters the following:**

### **Conclusions of Law**

20. **Jurisdiction:** The District Court, \_\_\_\_\_ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, \_\_\_\_\_ County, North Dakota.

21. **Divorce And Court Approval:** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

22. **Parental Rights And Responsibilities** (*Paragraph 22 continues on next page*): The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.

b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.

c. The right to reasonable access to the child by written, telephonic, and electronic means.

d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent must provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.

e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.

f. The duty to keep the other parent informed of the name and address of the school the child attends.

**23. Parenting Plan:** As required by North Dakota Century Code § 14-09-30, the Parenting Plan is set forth in Exhibit B: Parenting Plan. Exhibit B is incorporated by reference into this Findings of Fact, Conclusions of Law and Order for Judgment.

**24. Child Support:** In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 24 continues on next page*):

☐ **A child support order already exists for the child(ren).** The child support case number is \_\_\_\_\_. The existing child support payment amounts shall be incorporated into the judgment in this case.

☐ **Since primary residential responsibility shall be with Plaintiff, Defendant shall pay**  
**\$\_\_\_\_\_ per month** as and for child support based on net monthly income of \_\_\_\_\_.  
Defendant's income was determined by (*explain*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

☐ Since primary residential responsibility shall be with Defendant, Plaintiff shall pay

\$\_\_\_\_\_ per month as and for child support based on net monthly income of \_\_\_\_\_ . Plaintiff's income was determined by (*explain*):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

☐ Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, and Defendant's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, child support amounts will be offset for payment purposes. The lesser obligation of \$\_\_\_\_\_ owed by (*choose one*) ☐Plaintiff/ ☐Defendant will be subtracted from the greater obligation of \$\_\_\_\_\_ owed by (*choose one*) ☐Plaintiff/ ☐Defendant. (*Choose one*) ☐Plaintiff/ ☐Defendant shall pay the difference of \$\_\_\_\_\_ per month. If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

**25. Deviation from child support calculator** (*choose one; Paragraph 25 continues on next page*):

☐ Does not apply. A child support order already exists for the child(ren)

☐ The child support amount listed in Paragraph 24 does not deviate from the child support calculator.

☐ **The child support amount listed in Paragraph 24 deviates** from the child support calculator.

\$\_\_\_\_\_ is the presumptively correct child support amount. Pursuant to N.D.C.C. §

14-09-09.7, the presumption is rebutted because (*explain*): \_\_\_\_\_

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and is in the best interests of the child(ren) because (*explain*): \_\_\_\_\_

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☐ Additional sheets are attached. (*Choose if applicable*)

**26. Child support shall begin (*choose one*):**

☐ **As required by the existing child support order.** The child support case number is

\_\_\_\_\_.

☐ **Before the 10<sup>th</sup> day of each month** starting with the month after the judgment is entered.

27. The support obligation of (*choose one*) ☐Plaintiff/ ☐Defendant for the minor children shall continue (*choose one*):

☐ **As required by the existing child support order.** The child support case number is \_\_\_\_\_.

☐ **Until the last day of the month in which the child reaches age eighteen (18),** unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support must file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 28, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

28. Step-down child support obligation (*choose one; Paragraph 28 continues on next page*):

☐ **Does not apply.** A child support order already exists for the child(ren).

☐ **Does not apply.** This Findings of Fact, Conclusions of Law and Order for Judgment applies to one minor child of Plaintiff and Defendant.

☐ **Plaintiff and Defendant reserve the step-down child support obligation issue.**

☐ Plaintiff and Defendant have \_\_\_\_\_ minor children together, to which this Findings of Fact, Conclusions of Law and Order for Judgment applies. **The step-down child support obligation is** (*continues on next page*):

After child support terminates for one child, (*choose one*) ☐Plaintiff/☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) ☐Plaintiff/ ☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 26 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 26 **until** child support terminates for a third child.

☐Additional sheets are attached. (*Choose if applicable*)

**29.** Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.

**30.** All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.

**31.** This order subjects the income of the parent paying support to immediate income withholding, regardless of whether their support payment is delinquent.



**32.** Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.

**33.** Each party subject to this order must provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;
- Driver license number;
- Employer's name, address, and telephone number;
- Electronic mail address; and
- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

**34. Health Insurance** (*Paragraph 34 continues on next page*): In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) must notify Child Support when the health insurance is obtained and must include:

- a. Name of insurance company;
- b. Name of policyholder;
- c. Policy number; and
- d. Date insurance coverage started.

☐ (Choose if applicable) Existing coverage: (choose one) ☐Plaintiff/ ☐Defendant currently provides medical coverage of the minor child(ren) and must continue to provide coverage as long as it is available at a reasonable cost.

**35. Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff must pay \_\_\_\_\_% and the Defendant must pay \_\_\_\_\_%.

Plaintiff and Defendant must exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a (choose one) ☐monthly ☐quarterly ☐annual basis. Reimbursement must be made to the other party within \_\_\_\_\_ days.

If one party paid for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party who receives the reimbursement must immediately pay the reimbursed amount to the party who paid the health care provider.

**36. Childcare Costs:** Plaintiff and Defendant must divide childcare costs in the following

way: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**37. Child Tax Exemption** (*Paragraph 37 continues on next page*): Only one party may claim a deduction for each child on their income tax return. Each party must execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(Choose one):

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (*Choose if applicable*)

☐ The parent who provided health insurance coverage for the minor child for \_\_\_\_\_% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**38. Spousal Support** (*choose one*):

☐ Defendant must pay to Plaintiff the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Plaintiff must pay to Defendant the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Neither Plaintiff nor Defendant are awarded general term or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

**39. Property And Debt:** Plaintiff and Defendant shall be awarded the property, debts, and liabilities as stated on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is incorporated by reference into this Findings of Fact, Conclusions of Law and Order for Judgment.

**40. Income Tax Returns:** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. Each party must execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, must supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

**41. Plaintiff's Former Name** (*choose one*):

☐ Plaintiff does not want to restore their name.

☐ Plaintiff, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_  
\_\_\_\_\_ in any Judgment issued herein  
and will be known thereafter as \_\_\_\_\_.

**42. Defendant's Former Name** (*choose one*):

☐ Defendant does not want to restore their name.

☐ Defendant, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_  
\_\_\_\_\_ in any Judgment issued herein  
and will be known thereafter as \_\_\_\_\_.

**43. Remarriage:** There shall be no restrictions on remarriage.

**44. Execution Of Required Documents:** The parties must, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

**45. Effects Of Bankruptcy:** The division of property set forth in this Findings of Fact, Conclusions of Law and Order for Judgment, including the payment of debts, is made with the understanding that the party assuming such debt shall and will have sufficient assets and income to serve the debts, and that neither party will file bankruptcy. The net value of the property received by one party will be substantially impaired if the other party would be required to pay debts or obligations assumed by that party as set forth in this Findings of Fact, Conclusions of Law and Order for Judgment. Accordingly, if either party files bankruptcy and it results in the other party having to pay any debts or obligations by the parties set forth in this Findings of Fact, Conclusions of Law and Order for Judgment, then the aggrieved party shall be entitled to relief under Rule 60 of the North Dakota Rules of Civil Procedure and grounds for relief will exist within the meaning of Rule 60.

**46. Full Disclosure And Reliance:** The parties warranted to each other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

**47. Waiver Of Counsel:** The parties acknowledged that each has the right to be represented by a lawyer of his or her choice. The parties expressly waived that right and freely and voluntarily entered into the Settlement Agreement which became a basis for the Findings of Fact, Conclusions of Law and Order for Judgment and Judgment.

**Order for Judgment**

**Let Judgment Be Entered Accordingly.**

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*(Judge/Judicial Referee of District Court)*

## Read Before Filling Out The Judgment (Proposed) (Form 10)

This form must be filled out completely and **Exactly match your Settlement Agreement**. If this form doesn't exactly match your Settlement Agreement, your divorce forms **will be rejected**.

If this form is accepted for filing, but the judge or judicial referee assigned to the divorce decides the form is incomplete, your case may be dismissed without granting a divorce.

**Divorce can have serious long-term legal and financial consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.**

**Only a lawyer who agrees to represent you can give you legal advice and tell you about your options based on your circumstances.**

This Judgment (Form 10) is part of the *Filing for Divorce Together – With Children* forms packet. You may use this forms packet if **All** of the following are true:

- You and your spouse are currently in communication with each other.
- Both spouses agree on **All** issues and have completed and signed Forms 3, 4 & 5.
- The spouse listed as Plaintiff has lived in North Dakota for at least the last six months.
- All of the minor children have lived in North Dakota with a spouse for at least the past 6 months (*or since birth*);

**\*OR\***

Within the past 6 months, North Dakota was the home state of all of the minor children and one spouse still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between you and your spouse regarding the marriage or your minor children.
- The reason for your divorce is irreconcilable differences (*no fault by either spouse*).
- If either spouse is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either spouse.

If any of the above don't apply to your situation, you can't use this form or this forms packet.

**Read the instructions for the forms packet and this form **Before** filling out this Judgment (Form 10). If you're unsure how to proceed, [consult a lawyer](#).**

**Don't include this cover sheet when you serve or file the completed form.**



## In District Court

\_\_\_\_\_**Judicial District**

Case No. \_\_\_\_\_

## Judgment

☐ did ☐ did not appear personally. Defendant ☐ did ☐ did not appear personally. The Court having reviewed the Settlement Agreement, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B: Parenting Plan signed by both parties have been submitted to the Court, and being fully advised in the premises, and having made its Findings of Fact,

Conclusions of Law and Order for Judgment:

**It is Ordered and Adjudged and Decreed as Follows:**

**1. Jurisdiction:** The District Court, \_\_\_\_\_ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, \_\_\_\_\_ County, North Dakota.

**2. Divorce And Court Approval:** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

**3. Parental Rights And Responsibilities:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.

b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.

c. The right to reasonable access to the child by written, telephonic, and electronic means.

d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent must provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.

e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.

f. The duty to keep the other parent informed of the name and address of the school the child attends.

**4. Parenting Plan:** As required by North Dakota Century Code § 14-09-30, the Parenting Plan is set forth in Exhibit B: Parenting Plan. Exhibit B is incorporated by reference into this Judgment.

**5. Child Support:** In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 5 continues on next page*):

☐ **A child support order already exists for the child(ren).** The child support case number is \_\_\_\_\_ . The existing child support payment amounts shall be incorporated into the judgment in this case.

☐ **Since primary residential responsibility shall be with Plaintiff, Defendant shall pay** \$\_\_\_\_\_ **per month** as and for child support based on net monthly income of \_\_\_\_\_ . Defendant's income was determined by (*explain*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

☐ **Since primary residential responsibility shall be with Defendant, Plaintiff shall pay** \$\_\_\_\_\_ **per month** as and for child support based on net monthly income of \_\_\_\_\_ . Plaintiff's income was determined by (*explain*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

☐ **Plaintiff and Defendant have equal residential responsibility.** Based on Plaintiff's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, and Defendant's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, child support amounts will be offset for payment purposes. The lesser obligation of \$\_\_\_\_\_ owed by (choose one) ☐Plaintiff/ ☐Defendant will be subtracted from the greater obligation of \$\_\_\_\_\_ owed by (choose one) ☐Plaintiff/ ☐Defendant. (Choose one) ☐Plaintiff/ ☐Defendant shall pay the difference of \$\_\_\_\_\_ per month. If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

**6. Deviation from child support calculator** (choose one; Paragraph 6 continues Page 5):

☐ **Does not apply.** A child support order already exists for the child(ren)

☐ **The child support amount listed in Paragraph 5 does not deviate** from the child support calculator.

☐ **The child support amount listed in Paragraph 5 deviates** from the child support calculator.

\$\_\_\_\_\_ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because (explain): \_\_\_\_\_

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and is in the best interests of the child(ren) because (*explain*): \_\_\_\_\_

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☐ Additional sheets are attached. (*Choose if applicable*)

7. Child support shall begin (*choose one*):

☐ As required by the existing child support order. The child support case number is

\_\_\_\_\_.

☐ Before the 10<sup>th</sup> day of each month starting with the month after the judgment is entered.

8. The support obligation of (*choose one*) ☐ Plaintiff/ ☐ Defendant for the minor children shall continue (*choose one; Paragraph 8 continues on next page*):

☐ As required by the existing child support order. The child support case number is

\_\_\_\_\_.

☐ Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support must file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down

child support obligation is specified in Paragraph 9, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

9. Step-down child support obligation (*choose one*):

☐ **Does not apply.** A child support order already exists for the child(ren).

☐ **Does not apply.** This Judgment applies to one minor child of Plaintiff and Defendant.

☐ **Plaintiff and Defendant reserve the step-down child support obligation issue.**

☐ Plaintiff and Defendant have \_\_\_\_\_ minor children together, to which this Judgment applies. **The step-down child support obligation is:**

After child support terminates for one child, (*choose one*) ☐Plaintiff/☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 7 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 7 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) ☐Plaintiff/ ☐Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 7 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 7 **until** child support terminates for a third child.

☐Additional sheets are attached. (*Choose if applicable*)

10. Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.

**11.** All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.

**12.** This order subjects the income of the parent paying support to immediate income withholding, regardless of whether their support payment is delinquent.

**13.** Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.

**14.** Each party subject to this order must provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:

- a. Social Security number;
- b. Home address, mailing address, and any change of address;
- c. Telephone number;
- d. Driver license number;
- e. Employer's name, address, and telephone number;
- f. Electronic mail address; and
- g. Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

**15. Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) must provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) must notify Child Support when the health insurance is obtained and must include:

- a. Name of insurance company;
- b. Name of policyholder;
- c. Policy number; and
- d. Date insurance coverage started.

☐ (Choose if applicable) Existing coverage: (choose one) ☐ Plaintiff/ ☐ Defendant currently provides medical coverage of the minor child(ren) and must continue to provide coverage as long as it is available at a reasonable cost.

**16. Uninsured and Unreimbursed Medical Expenses** (*Paragraph 16 continues on next page*): Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff must pay \_\_\_\_\_% and the Defendant must pay \_\_\_\_\_%.



Plaintiff and Defendant must exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a (*choose one*) ☐monthly ☐quarterly ☐annual basis. Reimbursement must be made to the other party within \_\_\_\_\_ days.

If one party paid for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party who receives the reimbursement must immediately pay the reimbursed amount to the party who paid the health care provider.

**17. Childcare Costs:** Plaintiff and Defendant must divide childcare costs in the following way: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**18. Child Tax Exemption:** Only one party may claim a deduction for each child on their income tax return. Each party must execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years (*Paragraph 18 continues on next page*).

(Choose one):

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

☐ The parent who provided health insurance coverage for the minor child for \_\_\_\_\_% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**19. Spousal Support** (choose one; Paragraph 19 continues on next page):

☐ Defendant must pay to Plaintiff the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Plaintiff must pay to Defendant the amount of \$\_\_\_\_\_ per month as and for spousal support for a period of \_\_\_\_\_, beginning \_\_\_\_\_.

☐ Neither Plaintiff nor Defendant are awarded general term or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

**20. Property And Debt:** Plaintiff and Defendant shall be awarded the property, debts, and liabilities as stated on Exhibit A: Confidential Division of Property and Debt and Values. Exhibit A is incorporated by reference into this Judgment.

**21. Income Tax Returns:** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. Each party must execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, must supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

**22. Plaintiff's Former Name** (*choose one*):

☐ Plaintiff does not want to restore their name.

☐ Plaintiff, presently known as \_\_\_\_\_  
and year of birth \_\_\_\_\_, will be restored to their former name of \_\_\_\_\_  
in any Judgment issued herein  
and will be known thereafter as \_\_\_\_\_.

**23. Defendant's Former Name** (*choose one*):

☐ Defendant does not want to restore their name.

☐ Defendant, presently known as \_\_\_\_\_

and year of birth \_\_\_\_\_, will be restored to their former name of

\_\_\_\_\_ in any Judgment issued herein

and will be known thereafter as \_\_\_\_\_.

**24. Remarriage:** There shall be no restrictions on remarriage.

**25. Execution Of Required Documents:** The parties must, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

**26. Effects Of Bankruptcy:** The division of property set forth in this Judgment, including the payment of debts, is made with the understanding that the party assuming such debt shall and will have sufficient assets and income to serve the debts, and that neither party will file bankruptcy. The net value of the property received by one party will be substantially impaired if the other party would be required to pay debts or obligations assumed by that party as set forth in this Judgment. Accordingly, if either party files bankruptcy and it results in the other party having to pay any debts or obligations by the parties set forth in this Judgment, then the aggrieved party shall be entitled to relief under Rule 60 of the North Dakota Rules of Civil Procedure and grounds for relief will exist within the meaning of Rule 60.

**27. Full Disclosure And Reliance:** The parties warranted to each other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

**28. Waiver Of Counsel:** The parties acknowledged that each has the right to be represented by a lawyer of his or her choice. The parties expressly waived that right and freely and voluntarily entered into the Settlement Agreement which became a basis for the Judgment.

**29.** In accordance with North Dakota Century Code Section 14-05-02.1:

Plaintiff's Social Security Number is XXX-XX-\_\_\_\_\_.

Defendant's Social Security Number is XXX-XX-\_\_\_\_\_.

**Witness** the hand and seal of this Court in the City of \_\_\_\_\_,

State of North Dakota, on \_\_\_\_\_, Clerk of the District Court,

County of \_\_\_\_\_.

\_\_\_\_\_  
(Clerk of the District Court)

Civil No. \_\_\_\_\_

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Notice of Entry of Judgment**

To: Defendant, \_\_\_\_\_,

**Please Take Notice** that on \_\_\_\_\_, a Judgment was entered in  
the office of the Clerk of District Court, \_\_\_\_\_ County,  
City of \_\_\_\_\_, North Dakota, Docket Number \_\_\_\_\_. A copy of  
the Judgment, Exhibit A: Confidential Division of Property and Debts and Values, and Exhibit B  
Parenting Plan are attached.

Dated \_\_\_\_\_.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed or Printed Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City* *State* *Zip Code*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Email Address*

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff,  
vs  
\_\_\_\_\_  
Defendant.

)  
)  
)  
)  
)  
)  
)

Case No. \_\_\_\_\_

**Declaration of Service by Mail**

**The person serving court documents by mail states:**

1. My name is \_\_\_\_\_ (*name of person who mailed documents listed in Paragraph 2*) and I am at least 18 years of age.

**2. List of Court Documents Served:**

- Notice of Entry of Judgment;
- Judgment;
- Exhibit A: Confidential Division of Property & Debt & Values;
- Exhibit B: Parenting Plan.

**3. Service by Mail:**

As required by Rule 5(b)(3) of the North Dakota Rules of Civil Procedure, I served a true and correct copy of each of the court documents listed in Paragraph 2 by mailing them, enclosed in an envelope, by First-Class mail, postage prepaid, and by depositing them in the United States Mail, directed to the person listed in Paragraph 5.

**4. Date of Service by Mail:**

Date Court Documents Were Served by Mail: \_\_\_\_\_

**5. Person Served by Mail:**

Name of Person Served: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**6.** I declare, under penalty of perjury under the law of North Dakota, that everything I stated in this Declaration of Service by Mail is true and correct.

Signed on \_\_\_\_\_ (date) in \_\_\_\_\_ (city),  
\_\_\_\_\_ County, \_\_\_\_\_ (state), \_\_\_\_\_ (country).

\_\_\_\_\_  
*Signature of Person Who Mailed Documents*

\_\_\_\_\_  
*Printed Name of Person Who Mailed Documents*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Email Address*