

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

STATE OF WISCONSIN, CIRCUIT COURT,
_____ COUNTY

IN RE: THE MARRIAGE OF
Petitioner/Joint Petitioner A

Name (First, Middle and Last)

and

Respondent/Joint Petitioner B

Name (First, Middle and Last)

**Divorce Judgment Addendum
With Minor Children**

- Divorce** - 40101
 Legal Separation - 40201

Case No. _____

THE FOLLOWING SHALL BE INCORPORATED INTO THE FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT IN THIS CASE:

A. MAINTENANCE (Spousal Support)

1. Petitioner/Joint Petitioner A

- a. right to receive maintenance is terminated and may **never** make a request for maintenance.
- b. is not ordered to receive maintenance at this time, but the court leaves open the right to request it until [Date] _____, 20____. The right to request maintenance is limited to
- 1) the following circumstance(s) only: _____
- 2) any appropriate substantial change in circumstance.
- c. Respondent/Joint Petitioner B shall pay maintenance to Petitioner/Joint Petitioner A in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____, 20____ or until Petitioner/Joint Petitioner A remarries, dies, or by court order, whichever comes first.

2. Respondent/Joint Petitioner B

- a. right to receive maintenance is terminated and may **never** make a request for maintenance.
- b. is not ordered to receive maintenance at this time, but the court leaves open the right to request it until [Date] _____, 20____. The right to request maintenance is limited to
- 1) the following circumstance(s) only: _____
- 2) any appropriate substantial change in circumstance.
- c. Petitioner/Joint Petitioner A shall pay maintenance to Respondent/Joint Petitioner B in the amount of \$ _____ per month beginning _____, 20____. Maintenance shall end _____, 20____ or until Petitioner/Joint Petitioner B remarries, dies, or by court order, whichever comes first.

3. Payments shall be made

- a. no payments are ordered.
- b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
- 1) directly from the payer to WI SCTF (**only allowable if self-employed**).
- 2) by income assignment from the payer's employer as indicated below:
- Employer name _____
- Address of payroll office _____
- City _____ State _____ Zip _____
- Phone _____ Fax _____

4. Arrearages for Previously Ordered Maintenance.

The parties agree to handle the maintenance arrears as follows:

- a. No maintenance was previously ordered. There is no amount due.
- b. The party has paid all maintenance as ordered. There is no amount due.
- c. If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial records shall be set at zero.
- d. As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
- e. The arrears shall be set at \$_____ and paid through
 - 1) a one-time payment to the WI SCTF made by [Date] _____.
 - 2) monthly income withholding by the WI SCTF in the amount of \$_____ beginning _____, 20____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
- f. Shall be determined by the court at the time of the final hearing.

B. MEDICAL INSURANCE

Each party has notified the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

C. PERSONAL PROPERTY DIVISION

1. **Division.** Any court order regarding the division of real estate or personal property is final as of the date of the final hearing and can never be changed. The final personal property division is ordered as follows:

List the property and check the party that is awarded permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	A = Petitioner/Joint Petitioner A	B = Respondent/Joint Petitioner B
HOUSEHOLD ITEMS	A	B
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
AUTOMOBILES	A	B
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
LIFE INSURANCE	A	B
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
BUSINESS INTERESTS	A	B
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
SECURITIES: STOCKS, BONDS, MUTUAL FUNDS, COMMODITY ACCOUNTS	A	B
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

PENSION, RETIREMENT ACCOUNTS, DEFERRED COMPENSATION, 401K PLANS, PROFIT SHARING, ETC.	A	B
Name of Company & Type of Plan	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
CASH AND DEPOSIT (SAVINGS & CHECKING) ACCOUNTS	A	B
Name of Bank or Financial Institution	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
OTHER PERSONAL PROPERTY	A	B
Description of Asset	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

See attached

2. **Exchange.** The following items still need to be exchanged between the parties:

a. **None.** All personal property has already been exchanged to the satisfaction of both parties.

b. **List of items:** _____

The exchange of personal property shall be made by [Date] _____, 20____ according to the following arrangements: _____

Any item of personal property not listed above shall be awarded to the party who has possession at the time of the final hearing.

D. DIVISION OF REAL ESTATE

1. Neither party owns any real estate at this time.

2. One or both parties own real estate at this time.

a. **Primary Residence.** The parties own a primary residence located at:

Address _____

City _____ State _____ Zip _____

Parcel Identification Number (Tax Key Number) _____

1) This primary residence shall be awarded to the

A. Petitioner/Joint Petitioner A

B. Respondent/Joint Petitioner B

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

See attached

2) This residence shall be placed on the market for sale.

A. Pending sale, the residence shall be occupied, used, or managed by

1. Petitioner/Joint Petitioner A.

2. Respondent/Joint Petitioner B.

3. shared equally.

4. Other: _____

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. Petitioner/Joint Petitioner A.

2. Respondent/Joint Petitioner B.

3. shared equally.

4. Other: _____

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

- 1. Petitioner/Joint Petitioner A.
- 2. Respondent/Joint Petitioner B.
- 3. shared equally.
- 4. Other: _____

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follows:

- a. Petitioner/Joint Petitioner A to receive _____%.
- b. Respondent/Joint Petitioner B to receive _____%.
- b. **Other Real Estate:** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached **Schedule A.**

Transfer of Title: Both parties are advised that the divorce judgment alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared and recorded.

E. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that are presently owed (both individually and as a couple). The designated party shall be responsible for the payment of each debt:

Payment for	Payment to (Creditor)	Balance Due	Paid by Petitioner/ Joint Petitioner A	Paid by Respondent/ Joint Petitioner B	Shared Equally
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this agreement and both parties remain liable to creditors for all marital debts.

Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

F. EQUALIZATION OF MARITAL PROPERTY DIVISION

- 1. No payment is required to be made to equalize the marital property division.
- 2. A payment of \$_____ is required to equalize the marital property division.
 - a. This payment shall be made by the
 - 1) Petitioner/Joint Petitioner A to Respondent/Joint Petitioner B.
 - 2) Respondent/Joint Petitioner B to Petitioner/Joint Petitioner A.

- b. This payment
 1) shall be made in a lump sum payment no later than [Date] _____, 20____.
 2) shall be paid in the amount of \$_____ per month beginning [Date] _____, 20____, until paid in full.
- c. The amount shall earn interest until paid in full at the rate of _____% per year from the date
 1) of the final hearing.
 2) the payment was due.

G. TAXES

1. Year of Divorce/Legal Separation

- The parties shall file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Marital Property law.
- The parties are advised that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties are advised that each is solely responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

2. Years Before Divorce/Legal Separation.

- a. Tax returns for all previous years were filed.
- b. The parties are ordered to file returns for the previous tax years as follows
 1) share preparation expenses, tax liability, and/or refund equally.
 2) Other: _____

H. LEGAL NAME RESTORATION

1. Neither party is awarded the right to use a former legal surname.
2. Petitioner/Joint Petitioner A is awarded the right to use a former legal surname of _____.
3. Respondent/Joint Petitioner B is awarded the right to use a former legal surname of _____.

Note: If this is an action for legal separation, the court cannot allow either party to resume a former legal surname unless and until the judgment is converted to a divorce.

I. LEGAL CUSTODY OF MINOR CHILDREN

The minor children (age 17 or younger) born to or adopted together by the parties, before or during the marriage, are listed below and the legal custody of each shall be as follows:

Name of Minor Child	Birth Date	Joint Legal Custody	Sole Legal Custody to Petitioner/Joint Petitioner A	Sole Legal Custody to Respondent/Joint Petitioner B
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Also see attached parenting plan or other separate description.

In a sole legal custody arrangement, the parent not granted sole legal custody, shall file a medical history form with the court in compliance with §767.41(7m), Wis. Stats.

J. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be as follows:

Name of Minor Child	Shared	Primary with Petitioner/Joint Petitioner A	Primary with Respondent/Joint Petitioner B
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

and the placement schedule shall be

- 1. as ordered in the attached parenting plan and/or schedule.
- 2. as follows: _____

See attached

K. MEDICAL AND HEALTH CARE EXPENSES

1. Medical Insurance and Payments. Medical Insurance and Payments. Parents are required to provide private health insurance for their minor child(ren) if service providers are located within 30 miles or 30 minutes from the child's residence and if the cost is reasonable. Reasonable cost is defined as the total amount paid for insurance coverage where the cost does not exceed 10% of the insuring parent's monthly income available for child support. The insuring parent may receive a contribution toward the cost of the insurance from the other parent, either as a credit against the child support obligation or an increase in the non-insuring parent's child support obligation as long as the contribution does not exceed 10% of the non-insuring parent's gross monthly income. The parties agree that such medical insurance coverage for the minor child(ren) including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is currently offered shall be provided and paid by

- a. both parties shall provide private health insurance and neither parent is required to make a cash contribution to the other.
- b. _____ shall provide private health insurance. The out of pocket cost (difference between single and family coverage) to cover the child(ren) under such insurance is \$_____. The other parent shall contribute \$_____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in L. Child Support and Financial Expenses below.
- c. A comprehensive private health insurance policy is not available to either parent at a reasonable cost. Petitioner/Joint Petitioner A Respondent/Joint Petitioner B has enrolled in Public Health Insurance.
 - shall promptly apply for Public Health Insurance.
 - 1) There is no out of pocket expense for the above Public Health Insurance.
 - 2) Out of pocket cost for such insurance is \$_____. The other parent shall contribute \$_____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in L. Child Support and Financial Expenses below. If an accessible private health insurance policy becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under their health insurance.
- d. Petitioner/Joint Petitioner A Respondent/Joint Petitioner B does not have free health insurance available and has income below 150% of the federal poverty level and is therefore unable to make a cash contribution toward the cost of the child(ren)'s healthcare. The appropriate cash medical support obligation is \$0. If accessible private health insurance becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under their health insurance.

The insuring parent shall provide the other parent and the child support agency with copies of policy information and insurance cards. The insuring parent shall inform the child support agency about any change in employment and the availability of insurance.

2. Uninsured Health Care Expenses. Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows:

- a. Petitioner/Joint Petitioner A to pay 50% of the total amount. Other: _____%
- b. Respondent/Joint Petitioner B to pay 50% of the total amount. Other: _____%

3. Reimbursements. Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing within _____ days from the day the cost was incurred or the billing received, whichever is LATER. The other party shall pay their required percentage within _____ days after receiving the **written**

request. Other: _____ days.

L. CHILD SUPPORT AND FINANCIAL EXPENSES

1. The child support percentage of income standards, the standard calculation, based on gross income that applies to this case is

- 17% for one child. split-placement formula.
- 25% for two children. shared-placement formula.
- 29% for three children. serial-family parent formula.
- 31% for four children. low-income payer formula.
- 34% for five or more children. high-income payer formula.

2. **Child Support Order and Basis for any Deviation.**

- a. Based on the above standard calculation, the amount payable by _____ to _____ per _____ is \$ _____
- b. The court deviates from that amount of child support.
 - 1) A medical cash contribution from above in **K.1.b. or K.1.c.2. MEDICAL AND HEALTH CARE EXPENSES**
 increases decreases this child support amount by \$ _____
(If no deviation, enter "0" or "None")
 - 2) A deviation is based on: (Explain the reasons for any other deviation here) _____ and this increases decreases this child support amount by _____ (If no deviation, enter "0" or "None") \$ _____
- c. Beginning [Date] _____, 20____ the amount payable by _____ to _____ per _____ is \$ _____
(If no child support is to be paid, enter "0" or "Held Open")

3. **Payments for Child Support and/or Maintenance shall be made**

- a. no payments are ordered.
- b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
 - 1) directly from the payer to WI SCTF (**only allowable if self-employed**).
 - 2) by income assignment from the payer's employer as indicated below:
Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

4. **Arrearages for Child Support.**

The amount of the child support arrears owed to a party shall be paid and earn interest at the statutory interest rate. Payments shall be made as follows:

- a. No child support was previously ordered. There is no amount due.
 - b. The party has paid all child support as ordered. There is no amount due.
 - c. If there are any arrearages for child support now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
 - d. The total amount currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20____ until the arrearages are paid in full.
 - e. The arrears shall be set at \$ _____ and paid through
 - 1) a one-time payment to the WI SCTF made by [Date] _____, 20____.
 - 2) monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20____ until the arrearages are paid in full.
 - f. Shall be determined by the court at the time of the final hearing.
5. **Variable costs** (Required only in cases of shared physical placement) which are those reasonable costs above basic support costs for a minor child, including but not limited to child care costs, tuition, a child's special needs, and other activities that involve substantial cost.
- a. Shall be paid as follows: (Payments must be paid directly to the parent and can't be made through

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

WI SCTF)

- 1) Petitioner/Joint Petitioner A to pay 50% of the variable costs. Other: _____%
- 2) Respondent/Joint Petitioner B to pay 50% of the variable costs. Other: _____%
- b. The request for reimbursement for variable costs shall be made in writing and sent to the other party within _____ days from the day the cost was incurred. Each party shall pay the required percentage within _____ days from the date of the request.
 Other: _____ days.
- c. Other: _____

6. Deductions for Children as dependents and exemptions for income tax purposes:

Name of Child	Petitioner/ Joint Petitioner A to claim in all tax years	Respondent/ Joint Petitioner B to claim in all tax years	Petitioner/ Joint Petitioner A to claim in even tax years; Respondent/ Joint Petitioner B to claim in odd tax years	Respondent/ Joint Petitioner B to claim in even tax years; Petitioner/ Joint Petitioner A to claim in odd tax years
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 7. Any party ordered to pay child support may only claim the minor children as exemptions for federal and state income tax purposes if they are substantially current in payment of child support as of December 31 of the year in which they intend to claim the exemption.
- 8. Each party shall cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the order above.

M. LIFE INSURANCE

Each party shall keep in full force and pay the premiums on all life insurance presently held upon his or her life, naming the minor children of the parties as sole primary beneficiaries in equal shares, until the youngest of the minor children reaches age of 18 or age 19 if pursuing a high school diploma or its equivalent. If current coverage is lost, the party with the current life insurance policies shall provide equivalent coverage. Each party agrees to furnish the other with proof of the named sole primary beneficiary upon request. This provision may be satisfied in a will or trust.

- 1. The parties do not currently have any life insurance policies in force.
- 2. The following life insurance policies are currently in full force:

Company Name	Policy Number	Name of Insured

Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral, without the written consent of the other party.

N. OTHER ORDERS

If maintenance or child support is awarded, the parties must exchange financial information no later than [Date] _____ each year. A party who fails to furnish the information as required by the court under this subsection may be proceeded against for contempt of court under ch. 785, Wis. Stats.

- 1. No other orders were made on the record.
- 2. Other orders were made on the record as follows: _____

O. RESTRAINING ORDER

The parties shall never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

P. EXECUTION OF DOCUMENTS

Now, or in the future, on demand, the parties shall execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this order.

Q. DIVESTING OF PROPERTY RIGHTS

All property awarded to a party shall be the separate property of that party. The parties shall have the right to manage their separate property as if they had never been married.

R. JURISDICTION

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.