

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

)
)
(Plaintiff)

PLAINTIFF,

Vs _____

(Defendant)

DEFENDANT.)

Case No. _____

JUDGMENT

The above-entitled proceeding came before the above-named Court on the _____ day of _____, 20____, and was heard by the Honorable _____ District Judge, in the District Court, _____

County, North Dakota. Plaintiff did did not appear personally. Defendant did did not appear personally. The Court having reviewed the Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values signed by both parties, and being fully advised in the premises, and having made its Findings of Fact, Conclusions of Law and Order for Judgment herein:

IT IS HEREBY 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 shall 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:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 constitute the Parenting Plan.

5. **RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

a. It is in the best interests of the minor child(ren) that residential responsibility shall be: *(choose one)*

Shared equally between the Plaintiff and the Defendant.

Primary residential responsibility shall be with the Plaintiff. The Defendant shall have parenting time as agreed in the Parenting Time Schedule below.

Primary residential responsibility shall be with the Defendant. The Plaintiff shall have parenting time as agreed in the Parenting Time Schedule below.

b. The legal residence of the minor child(ren) for school attendance shall be: *(choose one)*

The Plaintiff's place of residence.

The Defendant's place of residence.

_____.

c. Parenting Time Schedule: The following schedule to be the ongoing consistent parenting time schedule for the child(ren). Plaintiff and Defendant recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). Plaintiff and Defendant intend the following schedule to be an attempt at consistency and stability for the child(ren):

(P = Plaintiff, D = Defendant)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
P:	P:	P:	P:	P:	P:	P:
D:	D:	D:	D:	D:	D:	D:

Additional detail for Parenting Time Schedule:

d. Alternate Schedules: The above Parenting Time schedule will be the default “normal” schedule except as outlined below, or as modified by mutual agreement. The alternate schedules will be as follows: *(choose all that apply)*

Summer Time: Summer Time is defined as:

The Summer Time alternate schedule will be:

School Release Days: School Release Days are defined as:

The School Release Days alternate schedule will be:

Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.

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

Additional changes to normal Parenting Time schedule will be:

e. Schedule for Holidays and Other Special Days: The parenting schedule for the child(ren) for holidays and other special days is:

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For purposes of the Holidays and Other Special Days parenting schedule, a holiday includes:

_____.

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

_____.

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

_____.

- h.** If either parent misses their parenting time for any reason, Plaintiff and Defendant will deal with the missed time as follows:

_____.

- i. Plaintiff and Defendant agree that it would be upsetting for the child(ren) if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, Plaintiff and Defendant will notify the other parent that they will not be able to exercise their scheduled parenting time as follows:

- j. **Restrictions on Contact with the Child(ren):** Until further order of the Court, the child(ren)'s time with Plaintiff/Defendant will be 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 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) 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 below.
- c. **Daycare/Afterschool provider: (choose all that apply)**
 - When Plaintiff and Defendant reside in the same community, they will use the same daycare/afterschool provider.
 - To the extent feasible, Plaintiff and Defendant will rely on each other to care for the child(ren) when the other parent is unavailable.
 - Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
 - Daycare/afterschool provider will be designated by Plaintiff.
 - Daycare/afterschool provider will be designated by Defendant.
 - The children's daycare/afterschool provider is: _____

- d. **Education Decisions** will be made by: *(choose one)*
 - Plaintiff
 - Defendant
 - Plaintiff and Defendant jointly

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

- f. **Spiritual Development** decisions will be made by: *(choose one)*
 - Plaintiff
 - Defendant
 - Plaintiff and Defendant jointly

- g. **Both parents must consent** before any minor child will be permitted to: *(choose all that apply)*

<input type="checkbox"/> Marry	<input type="checkbox"/> Enlist in armed services
<input type="checkbox"/> Obtain a driver's license	<input type="checkbox"/> Get a tattoo
<input type="checkbox"/> Have any body part pierced	<input type="checkbox"/> _____

8. RECORDS: Both parents may have access to the child(ren)'s medical, dental, and school records. 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 entities concerning the child(ren). The child(ren)'s daycare and school(s) must be notified of the split households and advised to send copies of the child(ren)'s school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the daycare, the school, and the child(ren)'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. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the child(ren). If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

The parent who has medical insurance coverage on the child(ren) shall 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.

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. CHILD(REN)'S CLOTHING/PERSONAL ITEMS: *(choose any or all that apply)*

- Each parent shall supply the appropriate child(ren)'s clothing with them for their scheduled time with the other parent.
- Each parent shall supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.
- These clothes are to be considered the child(ren)'s clothes and shall be returned clean (when reasonably possible) with the minor child(ren) by the other parent.
- The child(ren) shall leave personal items at each parent's home and shall not remove those items from that home.
- The child(ren) shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child(ren).
- Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the child(ren) may be sent.
- In the winter, or cold months of the year, the child(ren) are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.
- In the winter, or cold months of the year, each parent shall ensure that the child(ren) have appropriate winter clothing to wear, regardless of parenting time.
- _____
- _____

11. NEITHER PARENT WILL PERMIT THE CHILD(REN) TO BE SUBJECTED TO:

_____.

Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.

12. TRANSPORTATION AND EXCHANGE ARRANGEMENTS: *(choose any and all that apply)*

- When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) should be shared with pickup at _____ and drop off at _____.

- Pick up at _____
- Drop off at _____
- Alternative Pick up/Drop off at _____
- A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.
- The child(ren) shall be picked up and returned to the front entrance of the appropriate residence.
- The parent dropping off the child(ren) should not leave the premises until the child(ren) are safely inside.
- Parents should refrain from surprise visits to the other parent's home.
- A parent's time with the child(ren) is his or her own, and the child(ren)'s time with that parent is equally private.
- Any change in pick up or drop off location will be determined by: _____
_____.
- The person picking up or returning 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: _____
_____.

13. COMMUNICATION: Communication between parents and child(ren) shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The child(ren) may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child(ren) available for contact _____ . At all other times, the parent with whom the child(ren) is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child(ren) and the other parent.

14. EXCHANGING INFORMATION: Both parents shall 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).

15. CHANGES TO PARENTING PLAN: The parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, Plaintiff and Defendant will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If Plaintiff and Defendant cannot agree, Plaintiff and Defendant will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. Plaintiff and Defendant will review the parenting plan upon the following events: *(choose any and all that apply.)*

- The oldest child reaches age _____.
- If either parent intends to move more than _____ miles from his or her current residence.
- In two years.
- After recommendation of the parenting coordinator.
- After recommendation of a professional (i.e. doctor, therapist, pastor).
- After arrest or criminal activity by one or both parties.
- Upon verified chemical abuse /relapse.
- Upon an agency or Court finding of child abuse or neglect by one or both parties.
- Upon a court finding of domestic violence by one or both parties.
- Prolonged lack of contact with the child.
- Other: _____
- The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

16. OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD(REN): Out of state relocation of the residence of the child(ren) shall be governed by North Dakota Century Code Section 14-09-07.

17. DISPUTE RESOLUTION:

- a. Disputes between the parties shall be submitted to: *(choose one)*
 - Counseling
 - Mediation
 - Other _____
- b. The cost of this process will be allocated between the parties as follows based on: *(choose one)*
 - Each parent shall pay one-half.
 - Each parent's proportional share of income from the child support worksheets.

As determined in the dispute resolution process.

- c. A parent will begin the dispute resolution process by notifying the other parent by:
- Written request
 - Certified mail
- 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 party.
 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.

18. COMPLIANCE: After this parenting plan has been made a part of a court order or judgment, 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.

19. CHILD SUPPORT:

- a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, (choose one)

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.

Plaintiff shall pay Defendant \$_____ per month as and for child support based on net monthly income of _____. Plaintiff's income was determined by (explain) _____.

Defendant shall pay Plaintiff \$ _____ per month as and for child support based on net monthly income of _____. Defendant'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 Plaintiff/ Defendant (*choose one*) will be subtracted from the greater obligation of \$ _____ owed by Plaintiff/ Defendant (*choose one*). Plaintiff/ Defendant (*choose one*) 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.

b. 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 19(a) does not deviate from the child support calculator.

The child support amount listed in Paragraph 19(a) 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*)

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

_____.

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

c. Child support shall commence (*choose one*)

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

Before the 10th day of each month starting with the month after the judgment is entered.

d. The support obligation of Plaintiff/ Defendant (*choose one*) 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 shall 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 19(e), a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

e. Step-down child support obligation: (*choose one*)

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, Plaintiff/ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

After child support terminates for two children, Plaintiff/ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a third child.

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

- f.** 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.
- g.** All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by case, money order, or certified check. Any child support payment made directly by the parent paying support 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.
- h.** 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.
- i.** Each party subject to this order shall 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; 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.

20. MEDICAL SUPPORT:

a. 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) shall 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) shall 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) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

Existing coverage (*choose if applicable*)

Plaintiff/ Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

b. 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 shall pay _____% and the Defendant shall pay _____%.

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

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the

party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

21. CHILDCARE COSTS: Plaintiff and Defendant shall divide childcare costs in the following way: _____

 _____.

22. CHILD TAX EXEMPTION: Only one party may claim a deduction for each child on their income tax return. Each party shall 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
	<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: _____

 _____.

23. SPOUSAL SUPPORT: *(choose one)*

Defendant shall pay to Plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

Plaintiff shall pay to Defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

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

24. JOINTLY OWNED REAL ESTATE: (choose one)

Plaintiff and Defendant do not jointly own any real estate.

OR

Plaintiff's and Defendant's jointly owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

25. PLAINTIFF'S SOLELY OWNED REAL ESTATE: (choose one)

Plaintiff does not solely own any real estate in his or her name.

OR

Plaintiff's solely owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

26. DEFENDANT'S SOLELY OWNED REAL ESTATE: (choose one)

Defendant does not solely own any real estate in his or her name.

OR

Defendant's solely owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

27. VEHICLES OR WATERCRAFT: (choose one)

Plaintiff and Defendant do not own any vehicles or watercraft.

OR

The vehicles shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle.

28. PERSONAL PROPERTY: Plaintiff's and Defendant's personal property, including household goods, furniture, and all furnishings have already been divided to the parties' satisfaction.

- a. Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of Defendant, in and to the personal property in Plaintiff's possession.
- b. Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of Plaintiff, in and to the personal property in Defendant's possession.

29. PLAINTIFF'S RETIREMENT PLAN(S): *(choose one)*

Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Plaintiff's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff.

OR

Plaintiff's pension, profit sharing plan, IRA or other retirement plan shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

(choose if applicable) Plaintiff's retirement plan is divided between Plaintiff and Defendant. The Plaintiff's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

30. DEFENDANT'S RETIREMENT PLAN(S): *(choose one)*

Neither Plaintiff nor Defendant has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant.

OR

Defendant's pension, profit sharing plan, IRA or other retirement plan shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

(choose if applicable) Defendant's retirement plan is divided between Plaintiff and Defendant. The Defendant's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

31. OTHER ASSETS: *(choose one)*

There are no financial or other assets of this marriage that are not otherwise mentioned.

OR

The parties shall be awarded all rights, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

32. DEBTS AND LIABILITIES:

a. *(choose one)*

There are no outstanding debts or liabilities of this marriage.

OR

Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Judgment.

b. Except as otherwise expressly provided, any and all unpaid debts incurred by the Plaintiff and Defendant during the course of their marriage shall be the responsibility of the person who incurred the debt.

c. Plaintiff and Defendant shall not to contract any debt, charge or liability whatsoever for which the other or their property or estate shall or may become liable or answerable in the future.

33. INCOME TAX RETURNS: The parties shall 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 shall 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, shall 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.

34. REMARRIAGE: *(choose one)*

There shall be no restrictions on remarriage.

OR

Neither Plaintiff nor Defendant shall remarry for a period of _____ days from the date of Entry of Judgment.

35. FORMER NAME: *(choose one)*

Neither Plaintiff nor Defendant wants to restore his or her name.

OR

Plaintiff/ Defendant (*choose one*), presently known as _____ and year of birth _____, shall be restored to his or her former name of “ _____ ” in any Judgment issued herein and shall be known thereafter as _____.

36. EXECUTION OF REQUIRED DOCUMENTS: The parties shall, 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 and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

37. 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 order for judgment and judgment.

38. 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 _____, 20_____, Clerk of the District
Court, County of _____.

(Clerk of the District Court)

Civil No. _____