

STATE OF MICHIGAN 43 <sup>rd</sup> JUDICIAL CIRCUIT CASS COUNTY	<b>JUDGMENT OF DIVORCE</b>  <input type="checkbox"/> CONSENT/ <input type="checkbox"/> DEFAULT	CASE NO.
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Law & Courts Building, 60296 M-62, Cassopolis, MI 49031

269-445-4416

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

v.

\_\_\_\_\_,  
Defendant

**NOTE: This is a MODEL Judgment of Divorce. Be sure to add/delete or revise provisions depending on the facts and circumstances in your case. Some provisions are optional (not required for FOC approval) and you will need to decide if the optional provisions are necessary or useful in your particular case. Optional provisions are noted as being optional. If a provision is not noted as being optional, it is required for FOC approval. Please remove these instructional notes prior to submission for entry.**

AT A SESSION OF SAID COURT, HELD AT THE  
COURTHOUSE IN THE VILLAGE OF CASSOPOLIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

**PRESENT:** Honorable Susan L. Dobrich, Family Court Judge (P32783)

The Court having heard testimony establishing that the material facts as alleged in the Complaint are true, and the Court having personal jurisdiction over the parties and subject matter jurisdiction over the case, and the Court having been satisfied that there has been a material breakdown in the marital relationship to the extent that the objects of matrimony are destroyed and there remains no reasonable likelihood that the marriage can be preserved, IT IS HEREBY ORDERED:

**DIVORCE**

The marriage between Plaintiff and Defendant is dissolved and a divorce granted.

**WIFE IS NOT CURRENTLY PREGNANT**

The Wife is not currently pregnant.

**NAMES AND DATES OF BIRTH OF MINOR CHILD(REN)**

The following minor child(ren) is/are at issue in this case:

\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_

**LEGAL CUSTODY OF MINOR CHILD(REN)**

Plaintiff/Defendant/The parties shall have (joint) legal custody of the minor child(ren) until the child(ren) is/are 18 years old, or until further order of the Court.

**(Only use if Joint legal custody is awarded)** Joint legal custody means:

- a. Both parents will enjoy equal and shared authority with the other parent with respect to “major decisions” affecting a child, including, but not limited to: education, religion, enrichment activities, or health/medical needs.
- b. Everyday routine decisions shall be made by the parent with whom a child is with at that time.
- c. Each parent will consult with the other parent, and make a good faith effort to reach an agreement before making “major decisions” such as those in paragraph “a” affecting a child.
- d. If a dispute develops concerning the co-parenting of the child(ren), and the parents cannot reach a mutual agreement, or if one parent believes the other is not following this joint custody order, they will jointly seek the advice of a mutually agreed upon third party to mediate the dispute. They will not resort to a court petition without first taking this step. [To avoid future problems, the parents may list at least one person, counselor, or agency that they find acceptable to mediate any disputes that might arise.

THE COURT RESERVES THE RIGHT TO TAX COSTS AND ATTORNEY FEES AGAINST A PARENT WHO FRUSTRATES THESE PROVISIONS, THEREBY NECESSITATING A COURT MOTION HEARING.

- e. Each parent will timely keep the other parent advised of any and all illness, emergencies, or other significant occurrences that develop while a child/the children is/are with them.
- f. Each parent will timely inform the other parent of all routine medical, dental, optical and psychological treatments for a child/the children, and give opportunity to be present.

g. Each parent will timely inform each other parent of school, music, sports, fine arts, or other enrichment activities of a child/the children, so as to allow an opportunity for attendance and involvement.

h. As required by law, both parents will facilitate complete and unobstructed access to all records pertaining to the development of a child/the children, including medical and school records.

**PHYSICAL CUSTODY OF MINOR CHILD(REN)**

**Option: Sole Physical Custody.**

The Plaintiff/Defendant shall have physical custody of the minor child(ren) until the child(ren) is/are 18 years old, or until further Order of the Court subject to the other party's parenting time schedule set forth below.

**Option: Joint Physical Custody.**

The Plaintiff and Defendant shall have joint physical custody of the minor child(ren) until the child(ren) is/are 18 years old, or until further Order of the Court according to the parenting time schedule set forth below.

**Option: Split Physical Custody.**

The Plaintiff shall have physical custody of the following minor child(ren):

\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_

and Defendant shall have physical custody of the following minor child(ren):

\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_

subject to each other's parenting time schedule set forth below.

**PARENTING TIME (aka Visitation)**

**Option A**

Plaintiff/Defendant shall have reasonable rights of parenting time with the minor child(ren) of the parties. Should the parties become unable to agree upon terms of reasonable parenting time which are not otherwise Court-ordered, then the Cass

County Friend of the Court's written reasonable parenting time policy currently in effect when the need for clarification or conflict resolution arises shall be applied, until further Order of this Court.

**Option B**

The parents shall share parenting time equally on a week on, week off basis, with the exchange of the child(ren) occurring on the following day of every week, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. and the parties shall share holiday parenting time according to the Cass County Friend of the Court's Parenting Time Guideline with holiday parenting time taking priority over regular parenting time.

**Option C**

The parents sharing parenting time according to the following schedule:

**Option D**

Plaintiff/Defendant shall have parenting time as follows:

**Option E**

Plaintiff/Defendant shall have supervised parenting time with the minor child(ren) as follows:

- a) The reason for supervised parenting time:
  
- b) The name of the person who will supervise the parenting time:
  
- c) The relationship of that person to the children:
  
- d) Where the parenting time will occur:
  
- e) The days and times the parenting time will occur:

**Option F**

The parenting time of Plaintiff/Defendant shall be reserved at this time for the following reasons:

### **INTERNATIONAL PARENTING TIME**

Neither parent shall exercise parenting time in a foreign country/nation that is not a party to the Hague convention on the Civil Aspects of International Child Abduction; however, this prohibition does not apply with both parents' written consent.

### **IMPACT OF POSSIBLE PERSONAL PROTECTION ORDER**

In the event a Personal Protection Order (PPO) exists between these parties, those specific provisions which limit or prohibit contact between these parties shall control the conduct of the parties during custody/parenting times set forth in this Order.

However, this Order has priority over any PPO in the granting of custody/parenting time, and the parties shall make alternative arrangements necessary to carry out all Court-ordered custody/parenting time, so as not to violate any PPO, while still ensuring that all Court-ordered custody/parenting time occurs as ordered herein.

### **RESIDENCE OF MINOR CHILD(REN)**

A parent whose custody or parenting time of a child is governed by this Order shall not change the legal residence of the child except in compliance with section 11 of the Child Custody Act, MCL 722.31.

### **DOMICILE OF MINOR CHILD(REN)**

The domicile or residence of the minor child(ren) may not be moved outside the state of Michigan without the prior approval of this Court by way of a Court Order allowing such a move.

### **NOTICE OF ADDRESS CHANGE OF CHILD(REN)**

The person(s) awarded custody shall promptly notify the Cass County Friend of the Court in writing whenever a child is moved to *any* new address.

### **INALIENABLE RIGHTS OF EACH CHILD**

The parents shall cooperate with respect to each child so as, in a maximum degree, to advance each child's health, emotional, and physical well-being and to give and afford each child the affection of both parents and a sense of security.

Neither parent will, directly or indirectly, influence a child so as to prejudice a child against the other parent. The parents will endeavor to guide each child so as to promote the affectionate relationship between each child and the mother and each child and the father.

The parties will cooperate with each other in carrying out the provisions of this order for each child's best interests.

Whenever it seems necessary to adjust, vary, or increase the time allotted to either party, or otherwise take action regarding a child, each of the parties shall act in the best interests of each child.

Neither party shall do anything which may estrange the other party from a child, injure a child's opinion of the other party, or which will hamper the free and natural development of an otherwise natural parent/child relationship between a child and the other party.

**RIGHT TO CLAIM MINOR CHILD(REN) FOR TAX PURPOSES**  
*(This provision is optional)*

Mother has the right to claim the following minor child(ren) for State and Federal income tax purposes in even years/in odd years/every year:

\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_

Father has the right to claim the following minor child(ren) for State and Federal income tax purposes in even years/in odd years/every year:

\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_  
\_\_\_\_\_, DOB \_\_\_\_\_

The parties shall cooperate with each other and sign any forms which are necessary (currently IRS form 8332), or be subject to the contempt powers of this Court upon their failure to do so.

**(optional)** The Payer of child support shall only be entitled to claim the minor child(ren) as set forth herein if he/she is in substantial compliance with his/her court ordered child support obligations as of January 1<sup>st</sup> following the tax year for which he/she is attempting to claim the child(ren).

**SUPPORT OF CHILD(REN)**

Child support, health care expenses and health care insurance costs, child care

expense sharing, retroactive modification of support, statutory fees and surcharges, liens for overdue support and any and all other support related issues shall be controlled as provided in the Uniform Child Support Order, which is attached and incorporated by reference.

### **HEALTH-CARE COVERAGE AND EXPENSES**

Both Plaintiff and Defendant are ordered to obtain and maintain health-care coverage as provided for in the Uniform Child Support Order, which is attached and incorporated herein by reference.

The Plaintiff and Defendant shall each forthwith provide the other party, and the Friend of the Court, upon request, with any and all documentation necessary for that party to utilize any healthcare coverage available for a minor child, including but not limited to insurance cards, explanations or listings of benefits, and/or claim forms and instructions for filing a claim.

Remedial health-care expenses (cough syrup, Band-Aids, non-prescription medications, etc.) shall be the responsibility of the parent with whom a child is staying with at the time the need for such care shall arise.

### **DIRECT PAYMENT IS A GIFT**

On or after the entry date of this Judgment, any payment made by the Payer directly to the Payee shall be considered a gift, and no credit will be issued by the Cass County Friend of the Court.

### **TITLE IV-D/DEPARTMENT OF HUMAN SERVICES INVOLVEMENT**

In the event an order suspending child support is entered herein, and/or subsequent to this Order, and a child is certified to become supported by public assistance, or is re-certified to receive public assistance, then the child support charges, applicable statutory fees, and the automatic enforcement of child support shall be established commencing on that Monday, or the first Monday following date of certification or recertification. Child support charges shall be in the amount last ordered by this Court, or as established through a support establishment procedure if not previously ordered.

### **INCOME WITHHOLDING-ADDITIONAL PROVISIONS**

Extraordinary income, including but not limited to bonus, incentive and vacation pays, are subject to up to 50% withholding, over and above ordered regular monthly payment of arrears. In the event the Payer is self-employed, the Payer shall make payments directly to Michigan State Disbursement Unit/MISDU in Lansing.

The Payer shall provide the Cass County Friend of the Court the name, address and telephone number of their employer(s) and/or any other source(s) of income which are

subject by law to withholding, and shall immediately give the Cass County Friend of the Court notice of any subsequent change or addition to their current source(s) of income subject by law to withholding. This notification requirement includes changes in benefits of employment, income or healthcare coverage.

The Payer's current employer(s) and/or source(s) of income is/are:

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### **ARREARAGE**

As of the entry date of this Order, any past-due amounts owed for child support, fees and costs are hereby preserved.

Arrearages shall be paid at the rate calculated using the Arrearage Guideline in the Michigan Child Support Formula (currently § 4.02 of the MCSF).

### **TAX OFFSET PAYMENT**

Arrearage qualifying for the Tax Offset Program will be submitted to the Internal Revenue Service and Michigan Department of Treasury for interception of the Payer's income tax refund(s).

### **NOTICE REQUIREMENTS/ LICENSING INFORMATION**

Paragraph 8 of the Uniform Child Support Order is adopted by reference and incorporated herein. The driver's license and professional license information of the parties has been provided to the Friend of the Court in the Verified Statement and/or the Judgment information form.

### **SPOUSAL SUPPORT**

#### **Option 1**

No spousal support is awarded, and it is forever barred.

#### **Option 2**

Spousal Support is ordered as provided on the Uniform Spousal Support Order, which is incorporated herein by reference. If spousal support is payable through the Michigan State Disbursal Unit (MiSDU), the following provisions apply:

On or after the entry date of this Judgment, any payment made directly to the Payee shall be considered a gift, and no credit will be issued by the Cass County Friend of the Court office unless ordered by the Court.

Extraordinary income, including but not limited to bonus, incentive and vacation pays, are subject to up to 50% withholding, over and above ordered regular monthly payment of arrears.

The Payer's current employer(s) and/or source(s) of income is(are):

As of the entry date of this Judgment, any arrears (including those established through subsequent audit) shown on Cass County Friend of the Court records (including but not limited to overdue support owing to the State of Michigan, overdue service fees owing to the County of Cass, overdue support owing to one of the parties, or overdue uninsured health care expenses, are hereby preserved.

Should any arrearages exist upon the termination of payments ordered herein, the Payer shall continue to pay an amount no less than the last monthly ordered amounts towards said arrearages, until paid in full.

Arrears qualifying for the Tax Offset Program will be submitted to the Internal Revenue Service and Michigan Department of Treasury for interception of the Payer's income tax refund(s).

### **PROPERTY DIVISION**

**REAL PROPERTY:** The parties' real property shall be awarded as follows:

#### **Option 1**

The parties do not own any real property.

#### **Option 2**

Plaintiff is awarded the following real property as his or her sole and exclusive property, free and clear of all claims by Defendant, and Plaintiff shall be solely liable for any indebtedness on this property and Plaintiff shall hold Defendant harmless thereon:

Address of real estate:

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Street address

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City, State and Zip Code

*(Note: a legal description must be attached to this document or inserted here)*

**Option 3**

Defendant is awarded the following real property as his or her sole and exclusive property, free and clear of all claims by Plaintiff, and Defendant shall be solely liable for any indebtedness on this property and Defendant shall hold Plaintiff harmless thereon:

Address of real estate:

\_\_\_\_\_

Street address

\_\_\_\_\_

City, State and Zip Code

*(Note: a legal description must be attached to this document. A copy of the deed will contain a legal description and may be used)*

**PERSONAL PROPERTY:** The parties' personal property shall be awarded as follows:

**Option 1**

Each party is awarded all items of personal property now in his or her possession, except as otherwise ordered herein, as his or her sole and exclusive property, free and clear of any claim by the other party. Plaintiff and Defendant shall be solely liable for any indebtedness on all property received by themselves individually under the terms of this Judgment, and shall hold the other party harmless thereon, except as otherwise ordered herein.

**Option 2**

The parties have an equitable written Property Settlement Agreement, approved of by both parties and incorporated herein by reference. Plaintiff and Defendant shall be solely liable for any indebtedness on all property received by themselves individually under the terms of this Judgment, and shall hold the other party harmless thereon, except as otherwise ordered herein.

**DEBTS**

**Option 1**

The parties have no debt to divide or award.

**Option 2**

Each party shall be responsible for the following debts and hold the other party harmless thereon:

Plaintiff is responsible for and shall pay the following debts, holding Defendant harmless from the same:	Defendant is responsible for and shall pay the following debts, holding Plaintiff harmless from the same:

The parties' debt(s) not otherwise provided for in this Judgment shall be paid by the party who incurred the debt(s) and the party responsible for a debt shall hold the other party harmless thereon.

**DOWER**

The provisions made in this Judgment shall be in full and complete satisfaction of each party's claim to the other party's real and personal property, free and clear of the claims of the other party.

**INSURANCE**

Except as otherwise provided for in this Judgment, this Judgment terminates the rights each party has to the proceeds of the other party's contracts or policies of life insurance, endowments, or annuities as a named beneficiary or by assignment during or in anticipation of marriage, such that if one party is beneficiary of a life insurance contract or policy or endowment or annuity on the life of the other party, the beneficiary shall now be the estate of the insured party.

The insured party is responsible for notifying the insurance company of this Judgment. This Judgment shall not prevent or affect beneficiary changes made after this date.

## **PENSION, ANNUITY AND RETIREMENT BENEFITS**

Except as otherwise provided in this Judgment, each party shall have his or her pension plan, profit sharing, annuity, or retirement plan benefit rights, free and clear of any claim by the other party, regardless of whether such rights are vested or unvested, accumulated or contingent.

## **COBRA AND SOCIAL SECURITY RIGHTS**

*(This provision is optional)*

The parties shall have and retain, to the fullest extent permitted by law, their individual and spousal social security rights and their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended.

## **BANKRUPTCY**

*(This provision is optional)*

The parties intend and the court specifically finds that the provisions in this judgment for the payment of alimony and expenses for health care are for the support of Defendant / Plaintiff. Plaintiff's / Defendant's assumption of debts and hold harmless obligations are for the support of Defendant / Plaintiff. Accordingly, the parties and this court intend those obligations to be nondischargeable in bankruptcy pursuant to 11 USC § 523 (a) (5) and (15). Plaintiff / Defendant warrants that he / she has no present intention of filing for bankruptcy.

## **RESERVATION OF SPOUSAL SUPPORT/ASSUMPTION OF DEBTS**

*(This provision is optional)*

The parties acknowledge that Plaintiff / Defendant is assuming and will hold Defendant / Plaintiff harmless from liability for certain debts on which the parties are jointly liable. The parties intend that Plaintiff / Defendant assumption of debt is necessary for the suitable support of Defendant / Plaintiff and is a substitute for other forms of support such as spousal support. If Plaintiff / Defendant fails to pay any joint debt assumed by him / her and Defendant / Plaintiff pays or is found liable to pay that debt, by court order or otherwise, then this court must order Plaintiff / Defendant to pay spousal support to Defendant / Plaintiff in an amount deemed appropriate under the circumstances / that Defendant / Plaintiff is liable to pay on the debt(s). Spousal support is reserved to the extent provided in this paragraph. Any spousal support ordered pursuant to this paragraph will terminate on Defendant's / Plaintiff's death and will not be deductible from Plaintiff's / Defendant's gross income or includable in Defendant's / Plaintiff's gross income for income tax purposes.

## **ATTORNEY FEES**

### **Option 1**

Each party shall be responsible for his/her own attorney fees.

### **Option 2**

Plaintiff/Defendant shall pay \$\_\_\_\_\_ towards Plaintiff's/Defendant's attorney fees. Payment shall be made as follows:

## **DISCHARGE OF ATTORNEYS**

The attorneys of record are hereby discharged from representation 21 days after entry of this Judgment.

### **ATTORNEYS' LIENS** *(This provision is optional)*

The attorneys of record shall have attorneys' liens on any asset owned or money or judgment due to their respective clients in an amount equal to the outstanding amount/balance that is due and payable to said attorney for legal services provided to and costs advanced on the client's behalf.

### **FULL DISCLOSURE** *(This provision is optional)*

Each party affirms that the property division is based upon representations of each party that they have fully and accurately disclosed all assets owned by either of them and all liabilities owned by each of them or in which either party has any interest.

### **MUTUAL RELEASE OF CLAIMS** *(This provision is optional)*

The parties release one another, their heirs, assigns and successors in interest, from all claims that either may have against the other, known or unknown, arising at any time through the date of this Judgment, whether in tort, contract, or otherwise, except claims arising out of obligations created by or specifically preserved in this Judgment. The parties understand that they are not required to grant this mutual release but have agreed to do so freely and voluntarily in consideration for the awards, benefits and concessions reflected in this Judgment.

**NAME CHANGE**

**Option 1**

No name change shall occur as a result of this divorce.

**Option 2**

The wife is restored her former name, such that she shall hereafter be known as:

\_\_\_\_\_.  
First name                      Middle name                      Last name

**IMPLEMENTATION**

Each party shall cooperate and sign and deliver any documents necessary to carry out the terms of this Judgment. Otherwise, a copy of this Judgment may be recorded or used in lieu of the unsigned document.

**RETENTION OF JURISDICTION**

The Court retains jurisdiction of this matter to interpret and enforce the provisions of this Judgment of Divorce.

**WHEN JUDGMENT BECOMES FINAL**

This Judgment is final on the date it is signed by the Judge.

\_\_\_\_\_  
Susan L. Dobrich, P32783  
Family Court Judge

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Carol Montavon Bealor, P57068  
Cass County Friend of the Court

\_\_\_\_\_  
Date

