

(A) Petitioner's or Lawyer's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_  
ATLAS Number: \_\_\_\_\_  
Lawyer's Bar Number: \_\_\_\_\_  
Representing  Self, Without a Lawyer or  Petitioner

(B) Respondent's or Lawyer's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_  
ATLAS Number: \_\_\_\_\_  
Lawyer's Bar Number: \_\_\_\_\_  
Representing  Self, Without a Lawyer or  Respondent

**IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY**

Regarding the matter of (D) 1300DO

(C) \_\_\_\_\_  
Petitioner  
and

**DECREE OF LEGAL SEPARATION  
OF NON-COVENANT MARRIAGE  
WITHOUT MINOR CHILDREN**

(C) \_\_\_\_\_  
Respondent

(E)  This is a Consent Decree

**THE COURT FINDS:**

1. This case has come before this Court for a final Decree of Legal Separation of Marriage. The Court has taken all testimony needed to enter a Decree, or has determined testimony is not needed to enter the Decree.
2. This Court has jurisdiction over the parties under the law, and the provisions of this Decree are fair and reasonable under the circumstances.  
  
 The Respondent was served by publication. This Court reserves jurisdiction until personal service is made upon Respondent to consider:  
 The maintenance support of either spouse;  
 The disposition of community property or debts;  
 Any other relief requested in the Petition or orders deemed necessary by the court.
3. **Residency Requirement:** At the time this action was filed, at least one of the parties lives in Arizona, or is stationed in Arizona while a member of the United States Armed Forces.
4. **Conciliation Court:** The provisions relating to the Conciliation Court either do not apply or have been met.
5. **Live Apart:** The marriage is irretrievably broken or the parties desire to live separate and apart.

6. **Spousal Maintenance, Division of Property and Debt:** Where it has the legal power and where it is applicable to the facts of this case, this Court has considered, approved, and made Orders relating to issues of spousal maintenance (alimony), and the division of property and/or debts.

7. **Protective Orders.** Following is the effect, if any, of this Decree on any existing protective orders. \_\_\_\_\_

8. **Community Property and Debt:**

- The parties did not acquire any community property during the marriage.
- The parties did not acquire any community debt during the marriage.
- The parties have agreed to a division of community property and/or debt as evidenced by their signatures on Exhibit A attached to and incorporated into this Decree, **OR**
- There is no agreement as to division of community property and debt, but all community property and debt is divided pursuant to this Decree.

9. **Pregnancy:**

- Wife is not pregnant, **OR**
- Wife is pregnant, and the husband  IS **OR**  IS NOT the father of the child.

10. **Spousal Maintenance:**

10a.  A party is entitled to an award of Spousal Maintenance/Support for the reason that  the Petitioner, **OR**  the Respondent lacks enough property, including property given to him or her as part of this divorce, to provide for his or her reasonable needs, and is unable to support himself or herself through an appropriate job, or he or she is providing the primary care to a child(ren) of young age or is of a condition that he or she should not be required to look for work outside the home, or lacks earning ability necessary to support himself or herself, or contributed significantly to the educational opportunities of the other spouse, or had a marriage that lasted a long time and is of an age that may severely limit the possibility of getting a job to support himself or herself; **AND**

Spousal maintenance shall be modifiable in accordance with Arizona law;  
**OR**

The parties acknowledge that the circumstances of their futures are unknown, but each desires that this maintenance award not be modifiable in the future for any reason. Therefore, it is ordered at this time that this spousal maintenance award shall not be modifiable for any reason.

10b.  Neither party is entitled to an award of Spousal Maintenance/Support.

11. **Consent Decree:**

This is a Consent Decree. The parties have met all requirements of Rule 45, ARFLP.

**THE COURT ORDERS:**

- 1. **LEGALLY SEPARATED:** The parties are legally separated.
- 2.  **ENFORCEMENT OF TEMPORARY ORDERS:** All obligations ordered to be paid by the parties in Temporary Orders dated (fill in dates of ALL temporary orders here)

\_\_\_\_\_ will be satisfied in full or judgment awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$\_\_\_\_\_.

All obligations ordered to be paid by the parties in Temporary Orders dated \_\_\_\_\_ are satisfied in full **OR**

Judgment is awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$\_\_\_\_\_

**3. SPOUSAL MAINTENANCE:**

**3a.**  Neither party shall pay spousal maintenance (alimony) to the other party, **OR**

**3b.**  Petitioner **OR**  Respondent is ordered to pay the other party the sum of \$\_\_\_\_\_ per month spousal maintenance **beginning** \_\_\_\_\_ **AFTER THIS** decree is signed. Each payment shall be made by the first day of each month thereafter and shall continue until  the receiving party is remarried or deceased **OR**  until (date) \_\_\_\_\_. All payments shall be made through the Support Payment Clearing House by automatic wage assignment until all required payments have been made under this Decree. Payments made shall be included in receiving spouse's taxable income and are tax deductible from the paying spouse's income as required by law.

**3c.**  In accordance with the parties' agreements:  
 The spousal maintenance award shall be modifiable in accordance with Arizona law, **OR**  
 The spousal maintenance award shall NOT be modifiable for any reason.

**4. COMMUNITY PROPERTY AND DEBTS:**

- 4a.**  Petitioner is ordered to pay all debts unknown to Respondent.
- 4b.**  Respondent is ordered to pay all debts unknown to Petitioner.
- 4c.**  Each party is ordered to pay debts that he or she incurred since the date the parties separated: (date) \_\_\_\_\_.
- 4d.**  Other orders and relief relating to community property or debt are contained in Exhibit A, which is attached and incorporated into this Decree.
- 4e.**  Each party is assigned his or her separate property and each must pay his/her separate debt.

- 4f.  This Decree can be used as a transfer of title and can be recorded. Parties shall sign all documents necessary to complete all transfer of title ordered in this Decree, such as motor vehicles, houses, and bank accounts. The parties shall transfer all property as described in Exhibit A to the other party on or before \_\_\_\_\_ by 5:00 p.m.

If the party required to transfer the property has not transferred the property to the party entitled to receive the property on or before the date and time listed above, the party entitled to receive the property is entitled upon application to a Writ of Assistance or Writ of Execution to be issued by the Clerk of the Court commanding the sheriff to put him or her in possession of the property.

For previous calendar years, pursuant to IRS rules and regulations, the parties will file:

- 4g.  joint federal and state income tax returns and hold the other harmless from one half of all additional income taxes, if any, and other costs, and each will share equally in any refunds, **OR**
- 4h.  separate federal and state income tax returns **AND**
- 4i.  This calendar year and continuing thereafter each party will file separate federal and state income tax returns **AND**
- 4j.  Each party shall give the other party all necessary documentation to file all tax returns.

5. **FINAL APPEALABLE ORDER.** Pursuant to the Arizona Rules of Family Law Procedure, this judgment/decree is settled, approved and signed by the court and shall be entered by the Clerk of the Superior Court.

6. **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO).**

- A QDRO is not necessary;
- A QDRO is submitted herewith;
- A QDRO will be submitted to the court as soon as practicable or not later than (date) \_\_\_\_\_
- This Court shall retain jurisdiction over the subject matter of the QDRO.

7. **ATTACHED EXHIBITS:**

The following Exhibits are attached hereto and made a part hereof:

- Exhibit A: Community Property and/or Debts
- Other: \_\_\_\_\_
- None

**OTHER ORDERS FOR A LEGAL SEPARATION:**

[ ] Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DONE IN OPEN COURT** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**JUDGE OR COURT COMMISSIONER**

**OATH AND VERIFICATION OF PETITIONER**

State of Arizona        )  
County of Yavapai     )

I, \_\_\_\_\_, being duly sworn and under oath, state that I have read this Decree and the contents are true and correct to the best of my knowledge, information and belief. I understand that if the judicial officer finds that I did file this for an improper purpose, contempt or other sanctions may be ordered against me, including assessing me for any and all reasonable costs, attorney fees, or other expenses associated with the improper filing.

SIGNED \_\_\_\_\_

SUSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**OATH AND VERIFICATION OF RESPONDENT**

State of Arizona        )  
County of Yavapai     )

I, \_\_\_\_\_, being duly sworn and under oath, state that I have read this Decree and the contents are true and correct to the best of my knowledge, information and belief. I understand that if the judicial officer finds that I did file this for an improper purpose, contempt or other sanctions may be ordered against me, including assessing me for any and all reasonable costs, attorney fees, or other expenses associated with the improper filing.

SIGNED \_\_\_\_\_

SUSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**If either party is represented by a lawyer, the lawyer must sign:**

Date: \_\_\_\_\_ Approved by Petitioner's Lawyer: \_\_\_\_\_  
Date: \_\_\_\_\_ Approved by Respondent's Lawyer: \_\_\_\_\_