

Petitioner's or Lawyer's Name: _____

Mailing Address: _____

Daytime Telephone: _____

ATLAS Number: _____

Lawyer's Bar Number: _____

Representing Self, Without a Lawyer or Petitioner

Respondent's or Lawyer's Name: _____

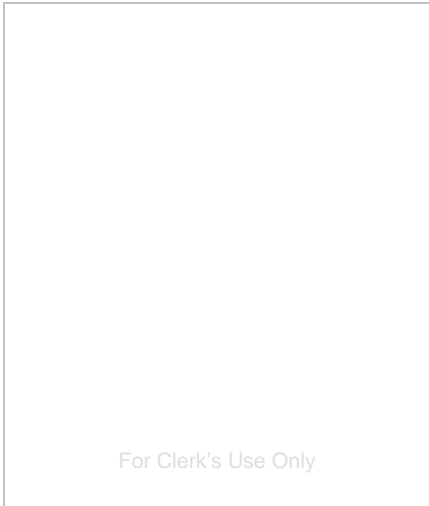
Mailing Address: _____

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

1300DO

Petitioner

and

**DECREE OF LEGAL SEPARATION OF
NON-COVENANT MARRIAGE
WITH MINOR CHILDREN**

Respondent

and **ORDER OF PATERNITY**
 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 and are in the best interests of the minor children as to legal decision-making, parenting time and support, and the division of property and debt is fair and equitable.

- 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;
 - Child Support;
 - Paternity/Maternity;
 - 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 lived or was 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. **Venue:** The proceeding was brought in the proper county or venue was waived.
7. **Covenant Marriage:** This is This is not a covenant marriage.

- 7a. **Covenant Marriage:** This is a covenant marriage and select all that apply:
 - the Respondent spouse has committed adultery
 - the Respondent spouse has committed a felony and has been sentenced to death or imprisonment in any federal, state, county, or municipal corrections facility
 - the Respondent spouse has abandoned the matrimonial domicile for at least one year before the Petitioner filed for dissolution or marriage and refuses to return
 - the Respondent spouse has physically or sexually abused the spouse seeking the dissolution of marriage, a child, a relative of either spouse permanently living in the matrimonial domicile or has committed domestic violence as defined in §13-3601 or emotional abuse
 - the spouses have been living separate and apart continuously without reconciliation for at least two years before the Petitioner filed a petition for dissolution of marriage
 - the spouses have been living separate and apart continuously without reconciliation for at least one year from the date the Decree of Legal Separation was entered
 - the Respondent spouse has habitually abused drugs or alcohol
 - the husband and wife both agree to a dissolution of marriage

8. **Legal Decision-Making, Parenting Time, Support, 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 child legal decision-making, parenting time, child support, spousal maintenance (alimony), and the division of property and/or debts.

9. **Protective Orders.** Following is the effect, if any, of this Decree on any existing protective orders. _____

10. **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 the Decree.

11. **Pregnancy:**
 - Wife is not pregnant, **OR**

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

12. Spousal Maintenance

12a. 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, or children, 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.

12b. Neither party is entitled to an award of Spousal Maintenance/Support.

13. Parent Education Program:

13a. Petitioner has attended the Parent Education Program class as evidenced by the "Certificate of Completion" in the court file. **OR**

13b. Petitioner has not attended the Parent Education Program class **AND**

13c. shall be denied any requested relief to enforce or modify this decree until Petitioner has completed the class.

13d. Respondent has attended the Parent Education Program class as evidenced by the "Certificate of Completion" in the court file. **OR**

13e. Respondent has not attended the Parent Education Program class **AND**

13f. shall be denied any requested relief to enforce or modify this decree until Respondent has completed the class.

14. Paternity:

There is a/are minor child(ren) common to the parties and born prior to the marriage.

Name	Date of Birth
_____	_____
_____	_____
_____	_____

15. Child Support: (Select any that apply.)

15a. Child Support has been determined in accordance with the Arizona Child Support Guidelines, **OR**

15b. [] Application of the Arizona Child Support Guidelines in this case is inappropriate or unjust. The Court has considered the best interests of the child(ren) in determining that a deviation is appropriate and makes the following findings:

[] The Court finds the Guidelines amount is inappropriate or unjust because:

- _____
- _____
- [] Attached written agreement incorporated **AND**
- [] All parties signed the agreement free of duress and coercion.
- [] Other: _____
- _____

The Court makes the following findings regarding the deviation:

The Child Support Order would have been \$ _____

The Child Support Order after deviation is \$ _____

15c. [] Ability to pay. The Court finds that the person responsible for paying child support has the ability to pay child support:

[] In the amount entered on Line 35 of the Worksheet of \$ _____.

OR

[] In an adjusted amount calculated using the self-support reserve on the Parent's Worksheet for Child Support Amount of \$ _____.

15d. [] The Attorney General is involved in this case and [] has signed Exhibit A, evidencing agreement with the child support amount, **OR** [] a separate signed statement is attached.

16. Legal Decision-Making for the Minor Child(ren)

[] If sole legal decision-making is awarded, this Court makes the following findings as required by law:

[] If sole legal decision-making is awarded and A.R.S. § 25-403.03 - § 25-403.05 applies, this Court makes the following findings: _____

16a. [] **Joint Legal Decision-Making.** If joint legal decision-making is awarded the Court makes the following findings, if applicable and as required under Arizona law:

16b. [] The legal decision-making order or agreement is in the best interests of the child(ren) for the following reasons: _____

DOMESTIC VIOLENCE

16c. [] Domestic violence has not occurred during this marriage, **OR**

16d. [] Domestic violence has not been significant. However, domestic violence has occurred as described in the Petition for Order of Protection(s) filed: _____ or as follows below:

16e. [] Joint legal decision-making is in the best interest(s) of the child(ren) even though domestic violence has occurred because: _____

16f. [] Furthermore, the [] Petitioner **AND/OR** [] Respondent has/have taken classes, participated in counseling or taken steps to avoid further domestic violence as described here: _____

16g. [] Primary Residence Adjustment, or other Adjustments: _____

17. Parenting Time:

[] Supervised parenting time between the child(ren) and [] Petitioner **OR** [] Respondent is in the best interests of the child(ren) because:

[] No parenting time by [] Petitioner **OR** [] Respondent is in the best interests of the child(ren) because: _____

[] Court Approved Discretionary Parenting Time Adjustment or other Adjustments:

[] Mediated Parenting Plan completed and incorporated into this decree.

[] Parenting Plan attached as Exhibit B

18. Consent Decree:

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

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** (date)

_____ 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) _____. Payments may be made through the Support Payment Clearinghouse by income withholding order or directly to the party until all required payments have been made under this Decree.

- 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. **PROPERTY, DEBTS AND TAX RETURNS: (Select any that apply.)**

- 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 (date) _____, by _____, 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. LEGAL DECISION-MAKING, PARENTING TIME, AND CHILD SUPPORT:

5a. PREGNANCY:

- [] A child common to the parties is expected to be born on (date) _____
- [] All orders below as to legal decision-making, parenting time, support, and medical insurance/expenses include this child and all other children named below, **OR**
- [] The orders below as to legal decision-making, parenting time, support, and medical insurance/expenses do not include this child: this court reserves jurisdiction to address these issues regarding the child when the child is born.

5b. PATERNITY:

- 5b1. [] _____ [] is [] is not the natural father of any child(ren) named below born prior to the marriage.

5b2. [] **CHILDREN:** This Decree includes all minor children common to the parties as follows:

NAME OF CHILD	DATE OF BIRTH
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5c. **LEGAL DECISION-MAKING:**

5c1. [] **SOLE LEGAL DECISION-MAKING:** Sole legal decision-making for the minor child(ren) is awarded to:

5c2. [] Petitioner **OR** [] Respondent, subject to parenting time for the non-legal decision-making parent as follows:

5c3. [] According to the terms of the Parenting Plan attached as Exhibit B and made a part of this Decree, **OR**

5c4. [] Pursuant to Yavapai County Parenting Time Guidelines.

5c5. [] Supervised parenting time to [] Petitioner, **OR**
[] Respondent according to the terms of the Parenting Plan attached as Exhibit B. Parenting time may only take place in the presence of another person, named below or otherwise approved by the Court.

Name of supervisor: _____

Restrictions on parenting time: _____

The cost of supervised parenting time will be paid by:
[] Petitioner **OR** [] Respondent **OR** [] shared equally by the parties.

[] Primary Residence Adjustment or other Adjustments:

5c6. [] No parenting time rights to [] Petitioner **OR** [] Respondent.

5c7. [] **JOINT LEGAL DECISION-MAKING:**
Petitioner and Respondent agree to act as joint legal decision-makers for the children, as set forth in the Joint Legal Decision-Making Agreement/ Parenting Plan signed by both parties and attached to this Decree as Exhibit B. The Court adopts the terms of the Joint Legal Decision-Making Agreement/Parenting Plan describing the legal decision-making and parenting time agreement between the parties. By attaching the Joint Legal

Decision-Making Agreement/Parenting Plan to the Decree, the Agreement becomes part of the Decree and carries the same legal weight as the Decree.

Court Approved Discretionary Parenting Time Adjustment or other Adjustments:

5d. CHILD SUPPORT:

Petitioner **OR** Respondent shall pay child support to the other party in the amount of \$_____ per month, BEGINNING (date) _____ following the date this Decree is signed by the Judge, until further order of the court. Child support is based on the information in the Parent's Worksheet for Child Support Amount attached hereto and incorporated by reference. All child support payments shall be made by Income Withholding Order (if applicable) through the Support Payment Clearinghouse and **must include the statutory handling fee** by the Income Withholding Order. Payments will be made through an automatic wage assignment. Payments will be made in equal installments made on the 1st and 15th of each month. The support obligation will end for each child when that child reaches age 18, OR if that child is still attending high school until graduation or until the end of high school attendance, OR the child is otherwise emancipated, OR the child's death.

5e. MEDICAL AND DENTAL INSURANCE, PAYMENTS, AND EXPENSES:

5e1. Insurance. Petitioner **OR** Respondent is ordered to provide medical and dental insurance for the minor child(ren). Medical and dental insurance, payments and expenses are based on the information in the Parent's Worksheet for Child Support amount attached hereto and incorporated by reference. The party ordered to pay must keep the other party informed of the insurance company name, address and telephone number, and must give the other party the documents necessary to submit insurance claims.

If Petitioner **OR** Respondent does not obtain private insurance within 90 days, Obligor shall pay \$_____ per month for cash medical support beginning _____. If private insurance stops, Petitioner, **OR** Respondent shall pay \$_____ per month for cash medical support beginning on the first day of the month after the coverage ceases.

5e2. Alternative Cash Medical Support. Neither parent has insurance which is accessible and available at a reasonable cost. Petitioner, **OR** Respondent shall pay cash medical support in the amount of \$_____ per month.

Petitioner **OR** Respondent shall provide medical insurance when it becomes accessible to the children and available at a reasonable cost. Upon verification that the obligated parent has obtained private insurance, the cash medical support order will terminate on the first day of the month after the policy's effective date.

5e3. Non-Covered Expenses. Petitioner is ordered to pay _____%, AND Respondent is ordered to pay _____% of all reasonable uncovered and/or uninsured medical, dental, prescription, and other health care charges for the minor child(ren), including co-payments in excess of the cash medical support amount.

5f. FINANCIAL INFORMATION EXCHANGES: In cases where child support or spousal maintenance is ordered, then until such time as those would end under the orders in this Decree, the parties shall exchange financial information (tax returns, spousal affidavits, earning statements and/or other related financial statements) every twenty-four months.

5g. TAX EXEMPTION: The parties shall claim income tax dependency exemptions on federal and state tax returns in accordance with federal and state tax law. A party required to pay child support is only entitled to claim the child(ren) as an income tax dependency exemption if that parent has paid all of the child support due and owing for the year that party is entitled to the exemption:

Parent entitled to claim	Name of Child	Tax Year
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent		
<hr/>		
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent		
<hr/>		
<input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent		
<hr/>		

5h. CHILDREN TO WHOM THIS DECREE DOES NOT APPLY:

Petitioner **AND/OR** Respondent has/have no legal obligation or right to the child(ren) born during the marriage, but not common to the marriage. These children include: (Use additional paper if necessary.)

Name: _____ Birth Date: _____

Name: _____ Birth Date: _____

6h1. Child expected to be born this date: _____

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

Exhibit B: Parenting Plan/Agreement

Other: _____

None

8. OTHER ORDERS FOR A DISSOLUTION OF MARRIAGE:

Other _____

9. FINAL APPEALABLE ORDER

Under the Arizona Rules of Family Law Procedure, this final judgment/decreed/order is settled, approved and signed by the Court and shall be entered by the Clerk of the Superior Court. No further matters remain pending before this Court. Rule 78(c).

DONE IN OPEN COURT this _____ day of _____, 20_____.

JUDGE OR COURT COMMISSIONER

IMPORTANT. READ THIS NOTICE. Arizona law (A.R.S. § 25-503(l)) states that, with certain exceptions, an unpaid child support order that becomes a judgment by operation of law (this means that it became a judgment when it was due and unpaid) expires 3 years after the emancipation of the last remaining un-emancipated child who was included in the court order unless it is reduced to a formal written judgment by the court. The person who is owed child support must apply in writing to the court to obtain a formal written judgment.

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 it is 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 – IF CONSENT DECREE

State of Arizona)
County of Yavapai)

I, _____, being duly sworn and under oath, state that I have read this Decree and it is 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: _____