

IN THE SUPERIOR COURT OF CLAYTON COUNTY

STATE OF GEORGIA

_____ ,

Plaintiff,

vs.

Civil Action

Case Number _____

_____ ,

Defendant.

**FINAL JUDGMENT AND DECREE OF DIVORCE
WITH MINOR CHILDREN
(WITHOUT SETTLEMENT AGREEMENT)**

This action came before the Court for trial on _____, 20____.
The Plaintiff appeared *pro se*. The Defendant also appeared [or] did not appear.
The Court heard the evidence and considered the matter.

Upon consideration of this case, upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted between the parties to this case. It is hereby ordered that the marriage contract entered into between the parties is hereby set aside from this date, and fully dissolved. Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons, altogether unconnected by any nuptial union or civil contract whatsoever, and both shall have the right to remarry.

THE COURT HEREBY FINDS THAT the parties have _____ minor children together, who are listed below:

Child's Name

Date of Birth

THE COURT HEREBY ORDERS THE FOLLOWING:

1. **CUSTODY**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).]

(a) The _____ shall have sole temporary and permanent custody of the children.

(b) The _____ shall have physical custody of the children, and the parties shall have joint legal custody of them. The parties shall consult each other and try to reach a joint decision on all major issues concerning the children's education, health care and religious upbringing. However, if the parties are not able to reach a joint decision concerning one of these major issues, the _____ shall make the final decision on the issue.

2. **VISITATION**

[Check and complete only one of these, either (a), (b) or (c). Do not check more than one.]

(a) The _____ shall have the right of reasonable visitation with the minor children, at any time by mutual consent of the parties, provided that the beginning and ending times of the visitation have been put into writing and signed by both parties before the start of the visitation. In arranging visitation, the parties shall take into consideration the requirements of the children's school work, their activities, and child care arrangements. Unless otherwise agreed by the parties in writing, the drop-off and pick-up for visitation shall be at _____
_____. The _____ shall notify the _____ at least 24 hours in advance of any scheduled visitation if he/she does not intend to exercise that visitation opportunity. The _____ shall arrive to pick up the children for visitation within _____ minutes of the scheduled time, or shall lose that visitation opportunity.

If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule attached to this *Final Judgment and Decree* as "Exhibit A."

(b) No visitation is ordered at this time.

(c) The _____ shall have visitation with the minor children as follows:

3. OTHER PARENTAL RIGHTS

[Check (a) or as many of the others as apply below. Do not check (a) if you check any of the others.]

- (a) None of the parental rights listed below in (b) through (d) is ordered at this time.
- (b) Addresses and Telephone Numbers — The parties shall provide each other with their current home address and telephone number, as well as a telephone number to call in case of emergency; they shall also notify each other of any change in the address or telephone numbers, at least 30 days prior to the change.
- (c) Telephone Communication — Neither party shall do anything to interfere with the children communicating with the other party. Each party shall have the right to call and talk to the children when they are in the care of the other party, up to one time each day, between the hours of _____ a.m. and _____ p.m. Calls shall be made at the expense of the calling parent.
- (d) School Information — Both parties shall have equal access to the school records of the children, and both shall have the right to be provided information by the school concerning their children's progress in school.
- (e) Health Information — Each party shall be entitled to complete, detailed information from any physician, dentist or other health care provider attending any of the children. Each party shall notify the other of the children's major illnesses and medical treatments.

4. CHILD SUPPORT

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).]

- (a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide the issue of child support.
- (b) The (Plaintiff or Defendant) _____ shall pay to the (Plaintiff or Defendant) _____, for the support of the minor child(ren), the sum of _____ Dollars (\$ _____) per month, beginning on _____, 20____. The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while

enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first. A Child Support Addendum is attached to this Final Decree and incorporated herein by reference.

Continuing Garnishment - Whenever, in violation of the terms of this *Judgment*, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

5. **INCOME DEDUCTION ORDER**

[Check and complete only one of these, either (a), (b) or (c). Do not check more than one.]

(a) No *Income Deduction Order* shall be entered, because the Court does not have personal jurisdiction over the Defendant.

(b) An *Income Deduction Order* shall be entered by the Court, under OCGA § 19-6-32, for payment of the child support and alimony (if any) provided in this *Judgment*. The *Income Deduction Order* shall take effect:

[To finish (b), you must check and complete either (1) or (2). Do not check both.]

(1) immediately.

(2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a "Notice of Delinquency," as provided in OCGA § 19-6-32 (f).

(c) The Court finds that there is good cause not to enter an immediate *Income Deduction Order* because, as provided in OCGA § 19-6-32(a.1)(1)(A), it would not be in the best interests of the parties' children and any previously ordered child support has been paid in a timely manner, or because the parties have agreed in writing that an *Income Deduction Order* is not immediately necessary.

6. **HEALTH INSURANCE FOR CHILDREN**

*[Check and complete either (a), (b) or (c); or both (b) and (c) together.
Do not check (a) if you check either (b) or (c).]*

(a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to

address the issue of health insurance in this action.

(b) The (Plaintiff or Defendant) _____ shall maintain a policy of medical, dental and hospitalization insurance for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first. The (Plaintiff or Defendant) _____ shall provide the (Plaintiff or Defendant) _____ with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the (Plaintiff or Defendant) _____ in submitting claims under the policy. All money received by the (Plaintiff or Defendant) _____ for claims processed under the insurance policy shall be paid to the (Plaintiff or Defendant) _____

_____ or to the applicable health care service provider within five (5) days of the (Plaintiff or Defendant) _____ receiving the money.

(c) The (Plaintiff or Defendant) _____ shall provide verification of the amount paid for the children's share of the cost of medical, dental and hospitalization insurance. The (Plaintiff or Defendant) _____ shall reimburse the _____ for _____ % of the cost within fifteen (15) days after receiving the verification.

7. **OTHER HEALTH CARE EXPENSES FOR THE CHILDREN**

[Check and complete either (a), (b) or (c). Do not check more than one.]

(a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of the children's health care expenses in this action.

(b) The (Plaintiff or Defendant) _____ shall be responsible for all expenses incurred for the children's health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The (Plaintiff or Defendant) _____ shall provide verification to the (Plaintiff or Defendant) _____ of amounts paid or incurred for the children's health care.

The (Plaintiff or Defendant) _____ shall reimburse the (Plaintiff or Defendant) _____ or pay the health care provider directly within fifteen (15) days after receiving the verification of a particular health care expense.

(c) The (Plaintiff or Defendant) _____ shall pay _____% and the (Plaintiff or Defendant) _____ shall pay _____% of all expenses incurred for the children's health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expense.

8. LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN

[Check and complete either (a), (b) or (c). Do not check more than one.]

(a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of life insurance for the benefit of the children in this action.

(b) The children depend on the (Plaintiff or Defendant) _____ for financial support, and therefore the (Plaintiff or Defendant) _____ shall maintain a policy of insurance on his/her life, with a face amount of at least \$ _____, for the benefit of the minor children. The policy shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under this *Final Judgment*.

(c) The children depend on both of the parties for financial support, and therefore each party shall maintain a policy of insurance on his/her life, with a face amount of at least \$ _____, for the benefit of the minor children. Both policies shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under this *Final Judgment*.

9. ALIMONY.

[Check and complete only one of these, either (a), (b) or (c). Do not check more than one.]

(a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of alimony in this action.

(b) The (Plaintiff or Defendant) _____ shall pay to the (Plaintiff or Defendant) _____ as alimony, the sum of _____ Dollars (\$_____) per month, beginning on _____, and continuing monthly thereafter,

[To finish (b), you must check and complete either (1) or (2). Do not check both (1) and (2)]

(1) until the recipient remarries or dies.

(2) for a period of _____.

(c) Neither party is entitled to receive alimony from the other party.

10. **PROPERTY DIVISION.**

[Check and complete either (a), (b) or (c). Do not check more than one.]

(a) This issue is not addressed because the Court does not have personal jurisdiction over the Defendant.

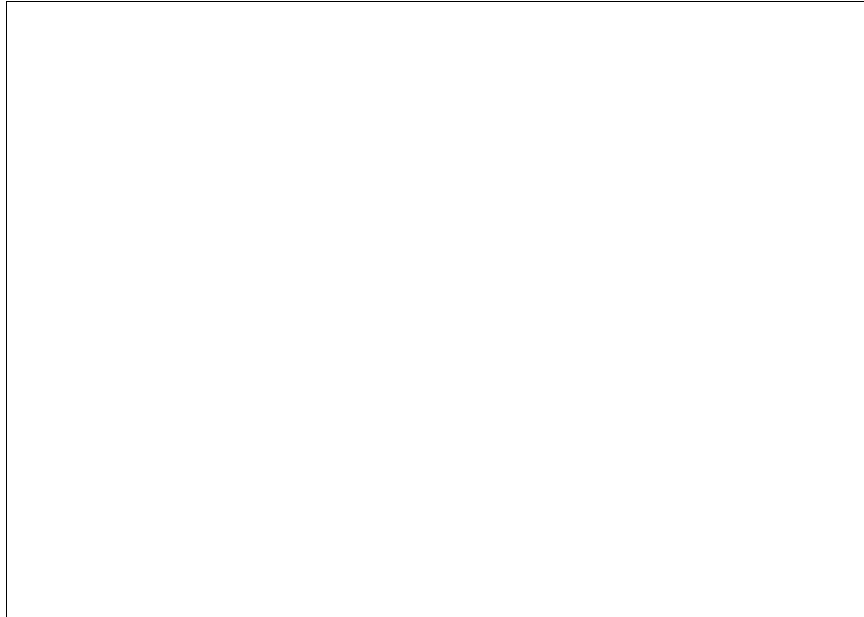
(b) The parties have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of this *Final Judgment*.

(c) The parties possess various items of marital property, which shall be divided as provided in this *Final Judgment*. The parties shall transfer possession and title to their property as follows:

[If you have chosen (c), check and complete only the parts that apply, from (1) through (4) below.]

(1) **Marital Home** - The marital home of the parties, located at the following address:

_____, which has the following legal description on the deed to the property:



shall be conveyed to the (Plaintiff or Defendant)
in fee simple. The (Plaintiff or Defendant) _____ shall be
responsible for all taxes, assessments and mortgage loan payments on the
home after the date of _____.

*[If you have chosen and completed the preceding paragraph (1), concerning a marital home,
you may also check and complete (A) or (B), or both (A) and (B), but neither one is required.]*

- (A) The (Plaintiff or Defendant) _____ shall have a
lien against the home in the amount of
Dollars (\$_____). Upon the sale or transfer of the home,
the lien shall be paid.

- (B) The (Plaintiff or Defendant)
shall immediately begin making reasonable efforts to refinance the
outstanding mortgage/mortgages on the marital home, so that the
(Plaintiff or Defendant) _____ shall no longer
be liable on the mortgage loan(s). If the _____ is not
able to refinance by _____, 20____, the home shall
then be listed for sale at a reasonable price, and all reasonable offers

to purchase the home shall be accepted until sold.

(2) **Mobile Home** - The parties' mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the (Plaintiff or Defendant) _____. The _____ shall be responsible for all loan payments on the mobile home after the date of _____.

(3) **Vehicles** - The vehicles owned by the parties shall be transferred or retained as follows:

| <u>Year/Make/Model of Vehicle</u> | <u>Vehicle ID # (VIN)</u> | <u>Goes to</u> |
|-----------------------------------|---------------------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the following date: _____.

(4) **Other Personal Property** - The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20____.

To the Wife

To the Husband

Except as otherwise specifically provided in this *Final Judgment*, the transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this *Final Judgment*, this *Judgment* shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this *Judgment* or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this *Judgment*, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of this *Final Judgment*, except as provided in this *Final Judgment*.

11. **DEBTS.**

[Check and complete either (a), (b) or (c). Do not check more than one.]

(a) This issue is not addressed in this *Final Judgment* because the Court does not have personal jurisdiction over the Defendant

(b) The parties have no outstanding joint or marital debts.

(c) The responsibility for payment of the parties' joint and marital debts shall be as follows:

| <u>Creditor</u> | <u>Amount</u> | <u>Responsible Party</u> |
|-----------------|---------------|--------------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

| | | |
|-------|----------|-------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party shall indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

12. **BANKRUPTCY CONSTRUCTION OF THIS JUDGMENT**

The Court finds that, but for the payments and transfers provided in this *Final Judgment*, the receiving party's financial independence would be impaired. Therefore, it is the Court's intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement should not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments should be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

13. **RESTRAINING ORDER**

(Check and complete (a) or (b) below. Do not check both.)

(a) No permanent restraining order is entered in this action.

(b) The (Plaintiff or Defendant) _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the (Plaintiff or Defendant) _____.

This provision shall be enforceable by the Court's contempt power.

14. **RESTORATION OF NAME**

(Optional — Check and complete only if applicable.)

The Wife's former name of _____ shall be restored.

15. **OTHER SPECIAL PROVISION**

(Optional — Check and complete only if applicable.)

This decree entered on _____, 20____.

JUDGE
Clayton County Superior Court

“Exhibit A”
Visitation Schedule

If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule below. Holiday and summer vacation provisions shall prevail over weekend visitation when they conflict.

(a) **Weekends** — The first and third weekends of every month, from Friday at 6:00 p.m. until Sunday at 6:00 p.m. The first and third weekends shall be defined as the weekends containing the first and third Fridays of the month.

(b) **Father’s Day or Mother’s Day** —

[Check only one of these, either (1) or (2). Do not check both (1) and (2).]

(1) On Father’s Day, from 9:00 a.m. to 6:00 p.m. If Mother’s Day occurs on a weekend when the father would otherwise have visitation, the children shall be returned to the mother at 12:00 noon on Mother’s Day, rather than at 6:00 p.m.

(2) On Mother’s Day, from 9:00 a.m. to 6:00 p.m. If Father’s Day occurs on a weekend when the mother would otherwise have visitation, the children shall be returned to the father at 12:00 noon on Father’s Day, rather than at 6:00 p.m.

(c) **Holidays** —

In even-numbered years (such as 2002, 2004, etc.), the children shall spend these holidays with the _____, and in odd-numbered years (such as 2001, 2003, etc.), they shall spend them with the _____.

- (1) Easter weekend, from 6:00 p.m. Friday to 6:00 p.m. Sunday;
- (2) Memorial Day and Labor Day weekends, from 6:00 p.m. Friday to 6:00 p.m. Monday; and
- (3) During Christmas vacation, from 6:00 p.m. on the day school lets out for vacation, until 12:00 noon on December 25th. However, if none of the

children is enrolled in school, this Christmas visitation shall be from 6:00 p.m. on December 20th until 12:00 noon on December 25th.

In odd-numbered years, the children shall spend these holidays with the _____, and in even-numbered years, they shall spend them with the _____.

- (4) Spring vacation, from 6:00 p.m. on the day school lets out for vacation, until 6:00 p.m. on the day before the children return to school. However, if none of the children is enrolled in school, this Spring vacation shall be for up to one week (seven consecutive days) during the months of March or April; provided that the _____ shall give written notice of the chosen week to the other parent at least 30 days prior to the beginning of this visitation.
- (5) Independence Day, from 10:00 a.m. to 10:00 p.m.;
- (6) Thanksgiving weekend, from 6:00 p.m. Wednesday until 6:00 p.m. Sunday; and
- (7) During Christmas vacation, from 12:00 noon on December 25th to 6:00 p.m. on the day before the children return to school. However, if none of the children is enrolled in school, this Christmas visitation shall be from 12:00 noon on December 25th until 6:00 p.m. on January 1st.

(d) **Summer Vacation** — _____ weeks during the children’s summer vacation from school. However, if none of the children is enrolled in school, this summer visitation shall be taken during the months of June, July and August. The weeks may be taken consecutively or non-consecutively, but shall be taken in increments of at least seven (7) consecutive days. The _____ shall give written notice of the chosen weeks to the other parent on or before March 1st (so that both parties will have ample time to make camp and child care arrangements for the summer).

(e) **Other** — _____
