

County  <p style="text-align: center;"><b>Hennepin</b></p>	Judicial District: _____ Court File #: _____ Case Type: <b>Dissolution of Marriage With Children - 4</b>
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**In Re the Marriage of:**

**John B. Jones** \_\_\_\_\_ )

**Petitioner** )

**AND** )

**Finding of Fact,  
Conclusions of Law,  
Order for Judgment and  
Judgment and Decree**

**Janet J. Jones** \_\_\_\_\_ )

**Respondent** )

And in the interests of (minor children) )

Jason C. Jones (Age: 1)

## **Finding of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree**

The above entitled matter came on for a hearing before the Honorable \_\_\_\_\_, Judge/Referee of Hennepin County District Court Family Division on \_\_\_\_\_, \_\_\_\_\_.

The Petitioner appeared in person, pro se, and announced ready for the hearing.

Based upon the complete file and the written Marital Termination Agreement of the parties, the Court makes the following Findings of Fact, Conclusions of Law, and Order for Judgment:

### **FINDINGS OF FACT**

- I. John B. Jones, the Petitioner, Pro Se, Social Security #: 123-46-9600, Drivers License/State ID #: 2312313214, age 32 years old, who resides at: 123 Allen Street, Minneapolis, MN, 12345 with a home phone number of: 123-740-9603.
- II. Janet J. Jones, the Respondent, Pro Se, Social Security #: 123-45-7890, Drivers License/State ID #: 324123414, age 31 years old, who resides at: 3434 Allen street, Minneapolis, MN, 12345 with a home phone number of: 123-740-9603.

- III. The Petitioner is employed by Divorce Source, Inc. located at: 1600 Lehigh Parkway, Minneapolis, MN, 12345 with a monthly gross income of .
- IV. The Respondent is employed by located at: , , with a monthly gross income of .
- V. The parties were married on February 13, 2001 in the city of Allentown, in the state of Pennsylvania, and separated on or about, March 15, 2004.
- VI. The Respondent is pregnant and the Petitioner and Respondent are the parents of the following child under the age of eighteen (18) or twenty (20) if attending high school:

Child #1

Full Name: Jason C. Jones

Age: 1

Date of Birth: March 6, 2003

Sex: Male

SS#: 21313131

The minor child(ren) of the parties are not subject to the jurisdiction of any juvenile court.

It is in the best interest of the child that the Respondent should have sole physical custody of the child, born, unborn or legally adopted of this marriage. Both parties acknowledge that the actual primary physical residence of the child will be with the Respondent and may be changed at anytime through proper court procedure as they mutually agree.

It is in the best interest of the child that both parents should have joint/shared legal custody of the child, born, unborn or legally adopted of this marriage..

There is not a parenting agreement/plan in effect.

- VII. The Petitioner should pay the Respondent, as child support, the total amount of \$\$900.00 per month for the support of the child .

The Petitioner should pay to Respondent for rehabilitative spousal maintenance, the sum of \$\$800.00 per month.

The Petitioner should be responsible for paying and maintaining any health or medical insurance coverage for the Respondent for a period of 6 Months. Proof of such health or medical insurance coverage will be provided by the Petitioner to the Respondent at least once a year with an executed paid receipt.

- VIII. The Petitioner has been a resident of the State of Minnesota for the preceding 180 (one hundred eighty) days and a resident of the county in which this Petition for Dissolution of Marriage is filed for the preceding 10 (ten) days.

- IX. No separate proceedings for dissolution of marriage or legal separation have been commenced or are pending on any court in the state of Minnesota or elsewhere.
- X. There has been an irretrievable breakdown of the marriage relationship pursuant to Minn. Stat. Section 518.06, as ammended, so as to constitute grounds for dissolution of marriage.

XI.

The Petitioner is active in the United States Military and is familiar with the provisions of 50 App. Section 520, Civil Relief Act of 1940.

Further, after careful consideration, the Petitioner waives all rights and privileges, including appointment of counsel, pursuant to the Soldier's Civil Relief Act of 1940.

The Respondent is active in the United States Military and is familiar with the provisions of 50 App. Section 520, Civil Relief Act of 1940.

Further, after careful consideration, the Respondent waives all rights and privileges, including appointment of counsel, pursuant to the Soldier's Civil Relief Act of 1940.

XII. There is an existing protective order between the Petitioner and Respondent and a copy of the existing order is attached for reference.

XIII. The Petitioner and Respondent do have marital assets and marital debts which should be divided.

XIV. There is a marital home of this marriage located at:  
2646 Allen Street, Allentown, PA Allentown, 18104  
with a legal description of: Third house on west side of Washington Street facing east on the 2400 block of phase (3) three of Shady Trees Housing Development.

XV. The Respondent has a former name of Janet J. Smith and desires to have her name restored to: Janet J. Smith (maiden/prior name) and she has not been convicted of a felony and she does not intend to defraud or mislead creditors.

XVI. Neither the Petitioner or the Respondent currently receives public assistance.

XVII. The Petition was filed in good faith for the purposes set forth therein.

## CONCLUSIONS OF LAW

### I. **Marital Status:**

The bonds of matrimony heretofore existing between the parties are hereby dissolved.

### II. **Property and Debt Distribution:**

As of March 1, 2004, the parties have each possessed his and her marital and non-marital property and have been responsible for the marital and non-marital (separate) debt that will be described below.

The following marital property shall be the sole and separate property of John B. Jones, the Petitioner, and Janet J. Jones, the Respondent transfers and quitclaims any interest that she may have in this marital property to the Petitioner:

None

The following marital property shall be the sole and separate property of Janet J. Jones, the Respondent, and John B. Jones, the Petitioner transfers and quitclaims any interest that he may have in this marital property to the Respondent:

None

The John B. Jones, the Petitioner, shall pay and indemnify and hold Janet J. Jones, the Respondent, harmless from the following marital debts:

None

The Janet J. Jones, the Respondent, shall pay and indemnify and hold John B. Jones, the Petitioner, harmless from the following marital debts:

None

The following non-marital (separate) property shall be the sole and separate property of John B. Jones, the Petitioner, and Janet J. Jones, the Respondent transfers and quitclaims any interest that she may have in this non-marital (separate) property to the Petitioner:

None

The following non-marital (separate) property shall be the sole and separate property of Janet J. Jones, the Respondent, and John B. Jones, the Petitioner transfers and quitclaims any interest that he may have in this non-marital (separate) property to the Respondent:

None

The John B. Jones, the Petitioner, shall pay and indemnify and hold Janet J. Jones, the Respondent, harmless from the following non-marital (separate) debts:

None

The Janet J. Jones, the Respondent, shall pay and indemnify and hold John B. Jones, the Petitioner, harmless from the following non-marital (separate) debts:

None

The parties do not possess any property or interests in property other than the items listed in this Judgment and Decree; and that the items set forth and listed in the Judgment and Decree constitute full and complete disclosure.

In addition to the items listed in this Judgment and Decree, if any undisclosed property or interests in property is discovered subsequently, and a court of competent jurisdiction determines it to be marital or community property of the parties, such discovery and determination shall not invalidate this agreement but, the property or the interest in it shall at the election of the discovering party (i) be divided equally or equitably in kind or (ii) be accounted for by the party in possession who may pay to the discovering party a sum of money to offset an equal or equitable portion.

Except for the debts and obligations set forth and listed above, each has not incurred any other outstanding debt or obligation on which the other may become liable, nor has either party incurred any obligation that could henceforth be enforced against any asset held or received pursuant to this Judgment and Decree.

In the event that any outstanding debt or obligation of any kind has been incurred by either party, other than those listed above (and is hereafter asserted against the other), the party actually incurring the debt or obligation shall assume and be solely responsible for paying it and shall hold the other party harmless from all claims with respect to the debts, obligations, and expenses with respect to those debts.

In the event that the other party becomes a debtor in any bankruptcy or financial reorganization proceeding of any kind while this agreement is in effect, that debtor party waives any and all rights to any property held by the other party which is in fulfillment of this agreement. The debtor party will also convey to the other party that the bankruptcy or financial reorganization proceeding is going to take place.

The credit history established by each party during their marriage shall be deemed to have the credit history of both parties, notwithstanding ordinary practices of creditors and credit reporting agencies that may have reported such credit history in the name of one party. Both parties agree to cooperate and execute any documents as may be required to enable each other to provide to prospective creditors the full credit history of the parties that was established during the marriage.

The parties, from the date of this Judgment and Decree, shall not charge or incur or cause to be incurred any liability or obligations based on the credit or name of the other. Each of the parties shall do whatever is necessary to close immediately all joint accounts.

The parties each forever waive any right to inherit from the other and the right to receive any property on the death of the other, except as a beneficiary of any life insurance policy, by reason of a will, codicil, or republication of will by the other party executed subsequent to the date of this Judgment and Decree.

The parties each waives all right to act as administrator of the other party's estate and all right to request or petition for the appointment of any person to serve as such representative or to act as the executor of the other's will, unless expressly named in a will, codicil, or republication of will by the other party executed subsequent to the date of this Judgment and Decree.

### III. **Marital Home:**

There is a marital home of this marriage located at:

2646 Allen Street, Allentown, PA Allentown, 18104  
with a legal description of: Third house on west side of Washington Street facing east on the 2400 block of phase (3) three of Shady Trees Housing Development.

The real estate shall be listed or made available for sale at current market price of \$\$200,000.00.

In the event that the parties cannot promptly agree on the actual sale price, any other terms for listing, on terms of any subsequent modification of those terms, on acceptance or counter offer, or any offer received, either party may apply to the court for a resolution of the dispute.

Upon the completion of any escrow for sale of the real estate, the net proceeds or losses of this sale after deduction of all expenses, taxes, liens and mortgages will be divided as follows:

Petitioner shall receive 50% from the gains of the sale of the said real estate. Should the sale of this real estate result in a net loss, the Petitioner will be obligated to pay 50% of the debt accrued from the sale.

Respondent shall receive 50% from the gains of the sale of the said real estate. Should the sale of this real estate result in a net loss, the Respondent will be obligated to pay 50% of the debt accrued from the sale.

"Net Proceeds or Losses" from escrow designates all proceeds or losses received by the parties upon close of escrow for sale of the real estate after satisfaction in full of all encumbrances and after deductions of all fees, costs, and expenses incident of sale, including, without limitation, all real estate broker's fees, transfer taxes, and attorney's fees in connection with the sale.

During the period from this date until close of escrow for sale of the real estate, Respondent shall be entitled to use and have possession of the real estate as a principal residence subject to each party being entitled to reasonable ingress and egress during daylight hours for the purpose of removing belongings.

If major repairs are required to the real estate prior to close of escrow of sale, the parties each shall be obligated to pay one-half (50%) of the costs of any repairs, taxes, mortgages, and insurances associated with the real estate. Major repairs are defined as those in excess of \$300.00. Except in case of emergency, major repairs shall be made by the agreement of the parties.

**IV. Retirement Accounts/Pensions/401ks/Profit Sharing Plans:**

The marital portion of all present pension benefits, retirement funds, 401k's, profit sharing plans and accounts of the like will be addressed as follows:

The following account(s) shall be divided as follows:

The Respondent will be entitled to 50% of the financial account titled: Divorce Source Pension Plan with an account number of 3213131313.

The parties shall instruct the administrators and the trustees of the Divorce Source Pension Plan account, to take all actions necessary to carry out the terms of this agreement. Any payment made out of the above mentioned account will be executed only by drafting and submitting the appropriate domestic relations order, or order of the like, to the judge and/or account administrator for approval and execution.

The parties each waive all present and future claims to the other's pension benefits, retirement funds, 401k's, profit sharing plans and account of the like other than the account mentioned above.

**V. Spousal Maintenance:**

The Petitioner shall pay to Respondent for rehabilitative spousal maintenance, the sum of \$\$800.00 per month payable in advance on the first (1st) day of each month commencing on March 26, 2004 and continuing thereafter until the earliest of the following events (i) death of either party, (ii) remarriage of , (iii) the cohabitation by the Respondent with a person of the opposite sex in a relationship similar to a husband-wife relationship for 90 continuous or noncontinuous days in a 12 month period , (iiii) a duration of 5 Months has pasted since the first payment was made.

The payments of rehabilitative spousal maintenance shall not be subject to modification by any order or judgment of any court, and neither party shall request or apply for a modification at anytime or under any circumstances to any court.

The Respondent shall make payments to him/her as set forth on the understanding that the Petitioner shall have the right to deduct the entire amount of the payments from his/her federal, state and local income tax returns for all years in which the payments are made.

The payments received by Respondent shall be included as gross income by Respondent in all federal, state and local income tax returns filed for the years that such payments are received.

The Petitioner shall be responsible for paying and maintaining any health or medical insurance coverage for the Respondent for a period of 6 Months. Proof of such health or medical insurance coverage will be provided by the Petitioner to the Respondent at least once a year with an executed paid receipt.

**VI. Uniform Child Custody Jurisdiction:**

Minnesota is the proper jurisdiction within the contemplation of the Uniform Child Custody Jurisdiction and Enforcement Act, Minnesota Statutes Section 518D to enter an order regarding the custody, care, and control of the minor child .

**VII. Child Custody and Parenting Time:**

It is in the best interest of the child that the Respondent have sole physical custody of the child, born, unborn or legally adopted of this marriage. The actual primary physical residence of the child will be with the Respondent and may be changed at anytime through proper court procedure as they mutually agree.

The parties agree that the Respondent shall have control over the minor day-to-day decisions affecting the child.

The Petitioner will have as much contact with the child as possible and that the child may visit the Petitioner as often as may be agreed upon. Although possession time may be scheduled more often, the Petitioner will have the right to be with the child on the following holidays and non-holidays:

The parties shall use the attached Schedule for Possession which is attached and incorporated into and made part of this Judgment and Decree by reference.

The parties shall use their very best efforts to insure that the child receives the most care, love and affection possible.

It is in the best interest of the child that both parents have joint/shared legal custody of the child, born, unborn or legally adopted of this marriage..

All decisions pertaining to the education, discipline, health, extracurricular and summer activities, religious training, medical and dental care, and welfare of the child will be decided by both parties after reasonable and adequate discussion.

Information about the child openly and free with one another and agree not to hamper or interfere with the natural and continuing relationship between the child and the other parent.

**VIII. Parenting Plan/Agreement:**

There is not a parenting agreement/plan in effect as of the date of this Judgment and Decree.

**IX. Child Support:**

The Petitioner will pay the Respondent, as child support, the total amount of \$900.00 per month for the support of the child . The payments will begin the date of this agreement and will continued to be paid by the first (1st) of each month until the child reaches the age of eighteen (18) or twenty (20) if attending high school, dies, becomes self-supporting, or married. The parties also agree that the child

support obligation is subject to modification by the court at any time.

If the Petitioner, who is obligated to pay the child support has a significant income increase in the future, it is his/her responsibility to notify the Respondent, at which time the child support obligation should be adjusted appropriately through the court.

If the Petitioner, who is obligated to pay the child support, accrues a delinquency in amount equal to at least one month's support obligation, he/she will be subject to income withholding in an amount sufficient to satisfy the support obligation, and any additional amount to reduce and retire any delinquency.

As long as child support payments are court ordered, the Petitioner will carry and maintain life insurance in the amount of \$\$100,000.00, naming the child as the sole irrevocable beneficiary. The Petitioner will provide proof of such insurance coverage by means of providing a copy of the annual policy statement to the Respondent.

A completed child support calculation worksheet is attached to this Judgment and Decree to further present to each other and the court the criteria used to determine the basis for the monthly support obligation amount.

The monthly support obligation stated above may be different than that which is reflected on the attached child support calculation worksheet due to mutual agreement and/or one or more deviation factors.

**X. Medical/Health Insurance:**

The Petitioner will carry and maintain health, dental, and hospitalization insurance for the child's benefit until the child reach the age of emancipation. The parties agree to pay a portion equal to his/her percentage of combined income of any required deductible amount, necessary medical, or dental expenses of the child that are not covered by such insurance.

**XI. Secondary School Expenses:**

The Petitioner will be responsible, above and beyond the standard monthly child support, for 50% of any secondary educational tuition and/or related expenses for the child.

Should the child not attend a secondary educational institution prior to the age of twenty-one (21), the Petitioner is relieved of this financial responsibility for that child.

**XII. Child Care:**

The Petitioner will be responsible, above and beyond the standard monthly child support, for 50% of any child care and related expenses for the child.

**XIII. Tax Exemptions:**

Both parties will be entitled to claim the child as a dependant on his and her federal, state, and local tax returns alternating each year according to current IRS regulations.

**XIV. Income Tax Returns:**

The parties will file joint federal, state and local tax returns for the calendar year in which this agreement is made into effect.

The parties will cooperate in the filing of any necessary tax returns and if any tax refunds are due on jointly filed returns they shall be divided equally.



For each calendar year after the year this Judgment and Decree is ordered, each party shall file separate federal, state and local income tax returns, in which each shall include and report all of his or her separate income and shall pay all income taxes due.

The parties each will notify the other promptly in the event the IRS or any state or local taxing authority provides notice of an audit, deficiency, refund, or the adjustment regarding a tax return that was jointly filed or that should have been jointly filed. The party receiving such notice from a taxing authority shall provide a copy of the notice to the other party within 20 days of receiving it.

The parties will cooperate fully with the other in any claims for refunds or in defending against any deficiencies that may be determined with respect to joint income tax returns filed (or to be filed). This includes, without limitation, the making, executing, and filing of amended income tax returns; applications for refunds, protests, and other instruments; and documents as may be required. The costs and expenses for such will be divided equally between the parties.

**XV. Name Change:**

The Respondent shall have her name changed to: Janet J. Smith (maiden/prior name).

**XVI. Appendix A:**

The attached Appendix A is incorporated and made part of this Judgement and Decree.

**XVII. Service:**

Service of a copy of the final Judgment and Decree entered herein shall be made by U.S. mail on each party named herein, in lieu of personal service.

**XVIII. Professional Fees and Costs:**

The parties have not acquired any professional service fees.

**XIX. Mediation:**

Any claim or controversy involving visitation or any other issue involving the children (other than child support) which cannot be resolved by the parties through direct communication without mediation, shall be promptly submitted to mediation.

Mediation is a voluntary process entered into by the parties. In this process, the parties continue direct communication with each other, but with the assistance of a neutral person who is the mediator. The mediator has no authority to require any concession or agreement. A good faith effort shall be made between the parties to resolve any claim or controversy.

The mediator shall be named by mutual agreement of the parties or by obtaining a list of five qualified persons from the Court and by alternating striking names.

The mediator shall have the duty to assist the parties in resolving visitation issues.

Both parties agree to cooperate and act in good faith to resolve the disputes with the assistance of the mediator.

The parties shall share the costs of mediation equally unless they mutually agree otherwise.

The above procedure shall be followed before either party may apply to the Court for relief.

**XX. Advice of Counsel:**

The parties have the legal right to representation by separate attorneys. The parties each fully understand his and her rights and the contents of this Judgment and Decree.

The parties each consider the terms of this Judgment and Decree to be fair and reasonable and each party accepts sole responsibility for any decisions, and potential repercussions of those decisions, which are presented as part of this Judgment and Decree.

**XXI. Mutual Releases:**

Each party hereby releases the other from any claim of action that either may have against the other for any reason occurring prior to this Judgment and Decree, whether that claim is founded in contract, tort, or any other basis.

**XXII. Governing Law:**

This document is intended to be a full and an entire settlement and agreement between them regarding the marital rights and obligations and that this agreement, and all contents within and attached, shall be interpreted and governed by the laws of the State of Minnesota.

**XXIII. Entire Agreement:**

This Judgment and Decree constitutes the entire and full settlement between the parties. If any clause is held unenforceable or found to be in any way non-executable, or if a court alters or holds unenforceable any clause in this Judgment and Decree, this shall in no way affect or alter the other clauses in the Judgment and Decree, which shall remain in full force.

No amendment or modification to this Judgment and Decree, or order based on it shall be valid unless signed and agreed to by both parties or ordered by the court after a duly noticed hearing.

**XXIV. Further Assurances:**

The parties shall execute and deliver promptly on request any additional papers, documents, and other assurances reasonably necessary in connection with the performance of the obligations set forth in this agreement. In the event that either party fails or refuses to comply with the provisions of this agreement, the failing party shall reimburse the other party for all loses and expenses including, but not limited to, attorney's fees and all costs incurred as a result of such failure.

**XXV. Captions and Interpretations:**

Paragraph captions have been used throughout this Judgment and Decree are for convenience and reference only and are not intended to be used in the construction or interpretation of this agreement or any of its provisions. No provision of this agreement is to be interpreted for or against any party by virtue of the fact that the provision was drafted by that party or that party's counsel.

**XXVI. Submission to Court:**

This Judgment and Decree has been drafted and executed with the intention that it be submitted by either party to any court.

**XXVII. Waiver of Automatic Stay:**

The automatic stay provision of Rule 125 of the General Rules of Practice is hereby waived and the District Court Administrator is hereby ordered to immediately enter Judgment and Decree in this matter.

**LET JUDGMENT BE ENTERED ACCORDINGLY**

RECOMMENDED FOR APPROVAL

Dated: \_\_\_\_\_

\_\_\_\_\_  
Referee

I hereby certify that the forgoing Coclusions of Law constitute the Judgement and Decree of the Court. Judgment and Decree entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Court Administrator