

HON. \_\_\_\_\_  
District Judge - Dept. No. \_\_\_\_  
Fourth Judicial District  
Mineral County Courthouse  
PO Box 129  
Superior, MT 59802  
Phone: 406-822-3538  
Fax: 406-822-3822

FORM # 23

**MONTANA FOURTH JUDICIAL DISTRICT COURT  
MINERAL COUNTY**

<p>In re the Marriage of:</p> <p>_____, Petitioner,</p> <p>and</p> <p>_____, Petitioner.</p>	<p>Cause No.: _____ Department No. _____</p> <p><b>FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECREE OF DISSOLUTION</b></p>
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The Joint Petition for Dissolution, filed herein on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
came for hearing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Petitioners appeared pro se.

After considering all evidence and pleadings, the Court finds:

**FINDINGS OF FACT**

1. The Petitioners, \_\_\_\_\_ (“Wife”) and \_\_\_\_\_ (“Husband”) have both signed a Joint Petition for Dissolution.
2. Choose One:  
 The parties were married on (date): \_\_\_\_\_. The marriage was registered in the County of \_\_\_\_\_, State of \_\_\_\_\_.  
 The parties were married at common law. The parties assumed a marital relationship by mutual consent and agreement and confirmed their marriage by cohabitation and public repute.
3. Choose One:  
 The parties separated on (date): \_\_\_\_\_.  
 The parties are not yet separated.

4. Choose One:
- The marriage is irretrievably broken in that there is serious marital discord which adversely affects the attitude of one of the parties towards the marriage, and there is no reasonable prospect of reconciliation.
  - The marriage is irretrievably broken in that the parties have lived separate and apart for a period of more than one hundred eighty (180) days preceding the commencement of these proceedings, and there is no reasonable prospect of reconciliation.
5. The conciliation provisions of the Montana Conciliation law, M.C.A. §§ 40-3-101, et. seq., and § 40-4-107 do not apply.
6. At least one of the Petitioners has been domiciled within the state of Montana for at least ninety (90) days prior to the filing of this action.
7. There is / are \_\_\_\_ child(ren) of the marriage as follows:
- Name (first and last) \_\_\_\_\_ Age: \_\_\_\_
- Name (first and last) \_\_\_\_\_ Age: \_\_\_\_
- Name (first and last) \_\_\_\_\_ Age: \_\_\_\_
- Name (first and last) \_\_\_\_\_ Age: \_\_\_\_
- Name (first and last) \_\_\_\_\_ Age: \_\_\_\_
- If needed, attach additional sheets as Exhibit \_\_\_\_.
8. Choose One:
- The child(ren) have lived in Montana for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in Montana since his/her birth.
  - Montana was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in Montana.
  - The child(ren) and one parent have had significant connections to Montana, and substantial evidence about them is available here.
  - The child(ren) is/are physically present in Montana, and the child(ren) has/have been abandoned or an emergency exists requiring the child(ren)'s protection.
9. The wife  is  is not pregnant with a child of this marriage.
10. Both Petitioners have signed and filed a Proposed Parenting Plan that has been presented to this Court for examination and approval.
11. The  Wife  Husband needs financial assistance from the  Wife  Husband to support the minor child(ren).

Choose One:

The  Wife  Husband shall pay \$\_\_\_\_\_ per month per child.

This amount:

is in accordance with the Montana Child Support Guidelines.

varies from the Montana Child Support Guidelines.

(Attach the calculations done according to the Montana Child Support Guidelines.)

**or**

Child support in the amount of \$ \_\_\_\_\_ per month per child has been established by the Montana Child Support Enforcement Division or another appropriate administrative agency or court. A copy of this Order is attached hereto as Exhibit \_\_\_\_.

12. Choose One:

A Medical Support Order has been established by the Montana Child Support Enforcement Division or another appropriate administrative agency or court. A copy of this Order is attached hereto as Exhibit \_\_\_\_.

**or**

Medical support is needed to cover the medical and dental expenses of the minor child(ren) of the parties. Choose All That Apply:

The child(ren) are presently covered under the following insurance plan:

Carrier Name: \_\_\_\_\_

Policy No.: \_\_\_\_\_

The child(ren) are recipient(s) of medical assistance under Title XIX of the Federal Social Security Act (Medicaid).

The child(ren) is/are not covered under an existing insurance plan.

13. The Department of Public Health and Human Services  is  is not providing services to the parties or minor child(ren) of the parties under the provisions of Title IV-D of the Social Security Act.

If so, the Montana Child Support Enforcement Division was served with a copy of the Petition in this action and have acknowledged service, a copy of which is filed with the Court.

This action does not establish, enforce, or modify the parties' previously established child support order.

14. The Petitioners have waived the exchange of preliminary declarations of disclosure.

15. The Petitioners have complied with the final disclosure requirements of MCA. §40-4-253 & -254.

16. Choose One:

The parties do not own any real property.

**or**

The  Wife  Husband  both parties are the owner(s) of record of real property

located at \_\_\_\_\_

The legal description of the property is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

17. Choose One:

The parties do not own any vehicles.

**or**

The parties own \_\_\_\_\_ vehicle(s).

18. The parties have accumulated household furnishings and other personal property during the course of their marriage. The personal property of the parties  has  has not already been divided.

19. Choose One:

There are no debts of the marriage.

The parties have accumulated debts during the course of their marriage.

20. Choose One:

The wife would like to be restored to her former name of \_\_\_\_\_

The wife does not want to be restored to her former name.

21. Other Provisions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

22. All of the other allegations of the Petitioners' complaint not inconsistent herewith are true, and the relief requested should be granted.

FROM the above Findings of Fact, the Court makes the following:

### **CONCLUSIONS OF LAW**

1. The Court has jurisdiction over this cause.

2. The marriage of the parties is irretrievably broken.

3. The Parties having waived the Preliminary Disclosure requirements of MCA §40-4-252 and complied with the Final Disclosure requirements of MCA §§40-4-253 and 40-4-254, the Court finds good cause to enter this Decree.

4. The Petitioners' Proposed Parenting Plan, filed separately, is in the best interest(s) of the minor child(ren) and should be incorporated as the Final Parenting Plan into this Decree.
  
5. Choose One:
  - The previously established Child Support Order attached hereto as Exhibit \_\_\_\_ is a valid order for the child support of the minor child(ren) of the parties.
  - or**
  - The  Wife  Husband is entitled to \$\_\_\_\_\_ per month per child as child support to be paid according to the provisions as stated below.
  
6. Choose One:
  - The previously established Medical Support Order attached hereto as Exhibit \_\_\_\_ is a valid order for the medical support of the minor child(ren) of the parties.
  - or**
  - The best interest(s) of the minor child(ren) require medical coverage according to the provisions of the final Medical Support Order, as stated below.
  
7. Based on the duration of the marriage and on the parties' age, health, education, skills, and financial circumstances, the Petitioners' proposed division of property and debts is equitable.
  
8. If requested, the wife should be restored to her former name.
  
9. Other Provisions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FROM the above Findings of Fact and Conclusions of Law, the Court orders the following:

**DECREE OF DISSOLUTION OF MARRIAGE**

1. The marriage of the parties is hereby dissolved.
  
2. Final Parenting Plan. The Proposed Parenting Plan filed by the parties on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is hereby adopted as the Final Parenting Plan and made an integral part of this Decree. The parties are ordered to perform the provisions of the Final Parenting Plan.
  
3. Child Support Order.
  - The Court acknowledges that a valid Child Support has already been established by the Montana Child Support Enforcement Division or another appropriate administrative agency or court. A copy of this Order is attached hereto.
  - or**
  - The Court adopts the attached Child Support Order for the support of the minor child(ren) of the parties -- See Attachment "B."
  
4. Medical Support Order.

A Medical Support Order has been established by the Montana Child Support Enforcement Division or another appropriate administrative agency or court. A copy of the Order is attached as Exhibit \_\_\_\_.

**or**

Medical support is needed to cover the medical and dental expenses of the minor child(ren) of the parties. The Court adopts the attached Medical Support Order -- See Attachment "C."

5. Real Property. Choose One:

The parties do not own any real property.

The  Wife  Husband is hereby granted all right, title, and interest in the real property located at \_\_\_\_\_, with legal description of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

The  Wife  Husband shall transfer his/her interest in this real property to the  Wife  Husband.

**or**

Describe the proposed distribution of the real property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

If needed, attach additional sheets as Exhibit \_\_\_\_.

6. Vehicles. Choose One:

The parties do not own any vehicles.

**or**

The parties' vehicle(s) shall be distributed as follows (*Please include the year, make, and model for each vehicle listed.*):

a. The Wife is awarded all right, title and interest in following vehicle(s):

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

b. The Husband is awarded all right, title, and interest in the following vehicle(s):

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

Vehicle: \_\_\_\_\_ VIN#: \_\_\_\_\_

c. The parties shall transfer all right and title in said vehicle(s) to the appropriate party. If either party fails to transfer such right and title in the vehicle(s) within

twenty (20) days from the date of this Decree, the registrar of Motor Vehicles of the State of Montana is hereby ordered to issue sole title to the party awarded said vehicle(s) upon receipt of a certified copy of this Decree.  
 If needed, attach additional sheets as Exhibit \_\_\_\_\_.

7. Personal Property. Choose One:

Each party is hereby granted the exclusive right and title to the personal property currently in his or her possession.

**or**

Each party is hereby granted the exclusive right and title to the following personal property:

To Wife:

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To Husband:

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If needed, attach additional sheets as Exhibit \_\_\_\_\_.

8. Debts. Choose One:

There are no debts of the marriage.

The parties have accumulated debts during the course of their marriage. Each party shall be responsible for the debts currently in his or her name.

**or**

The parties have accumulated debts during the course of their marriage. The responsibility for the debts shall be distributed as follows:

To Wife:

Description of Debt	Creditor	Current Balance	Amount to Wife

Description of Debt	Creditor	Current Balance	Amount to Wife

Any and all other debts in Wife's name only; any and all other debts incurred solely by the Wife since the parties' separation.

To Husband:

Description of Debt	Creditor	Current Balance	Amount to Husband

Any and all other debts in the Husband's name only; any and all other debts incurred solely by the Husband since the parties' separation.

If needed, attach additional sheets as Exhibit \_\_\_\_\_.

9. Wife's Former Name. Choose One:

- The wife's name is restored to \_\_\_\_\_.  
The wife shall be issued an Order for Name Change which will be sealed in the court file.
- The wife's name is not restored to her former name.

10. Each party is ordered to execute any and all documents which now or in the future may be necessary to carry into full force and effect the terms and conditions of this Decree.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DISTRICT COURT JUDGE

## ATTACHMENT "B" CHILD SUPPORT ORDER

- a. The  Wife  Husband shall pay \$\_\_\_\_\_ per month per child.  
This amount:  
 is in accordance with the Montana Child Support Guidelines.  
 varies from the Montana Child Support Guidelines.
- b. The first payment is due the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with subsequent payments to be made on the \_\_\_\_ day of each month thereafter.

Payments should continue until such time as each child reaches the age of 18 years and has completed high school, or attained the age of 19 years, or is emancipated by court order, whichever shall first occur.

- c. Payments should be made to (Choose One):
- The Child Support Enforcement Division.  
The parties  request  do not request income withholding.
- Mineral County Clerk of Court, PO Bos 129, Superior, MT 59872.

<b>WARNING: If a parent is delinquent in payments, that parent's income may be subject to income withholding procedures under MCA Title 40, Chapter 5, without need for any further action by the Court. Support is delinquent when it is 8 days overdue.</b>
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- d. Whenever the case is receiving services under Title IV-D of the Social Security Act, support payments must be paid through the Department of Public Health and Human Services Child Support Enforcement Division as provided in M.C.A. § 40-5-909.
- e. This order is subject to review and modification by the Department of Public Health and Human Services upon the request of the Department or a party under M.C.A. §§ 40-5-271 through 40-5-273, when the Department is providing services for enforcement under Title IV-D of the Social Security Act.
- f. The obligations to provide financial child support, provide medical care for a child, and provide or comply with parenting arrangements shall be independent of each other, and the failure or inability to provide one or more shall not reduce any other obligation.
- g. Each party should promptly inform the Court of any changes in the following information:
- (i) Name, social security number, mailing address, residential address, telephone number, and driver's license number; and
  - (ii) Names, addresses, and telephone numbers of current employers.

**WARNING: In any subsequent child support enforcement action, on sufficient showing of diligent efforts to locate the party, due process requirements for notice and service may be met by delivering written notice by regular mail to the last address of the party or the party's employer reported to the Court.**

## ATTACHMENT “C” MEDICAL SUPPORT

### 1. Existing Coverage

The child(ren) are presently covered under the following insurance plan:

Carrier Name: \_\_\_\_\_

Policy No.: \_\_\_\_\_

The  Mother  Father shall continue to provide medical coverage through the plan as long as it is available at a reasonable cost, and as long as no other plan or individual insurance is available that will better serve the interests of the parties.

The child(ren) are recipient(s) of medical assistance under Title XIX of the Federal Social Security Act (Medicaid).

The child(ren) are not covered under an existing insurance plan.

### 2. Contingency Medical Support

If the minor child(ren) are either (i) covered by Medicaid, (ii) are not covered under an existing insurance plan, or (iii) if the existing coverage becomes no longer available, the following provisions shall apply:

- a. The Mother shall provide medical coverage through individual insurance or a health benefit plan for the child(ren), as long as it is available at reasonable cost, and as long as no other plan or individual insurance is available that will better serve the interests of the parties.
- b. The Father shall provide medical coverage through individual insurance or a health benefit plan for the child(ren), as long as it is available at reasonable cost, and as long as no other plan or individual insurance is available that will better serve the interests of the parties.
- c. If health benefit plans are available to both parties at a combined cost that is reasonable or cost-beneficial and with benefits that are complementary or compatible as primary and secondary coverage, both parties shall provide coverage for the child(ren).
- d. Coverage is presumed to be available at reasonable cost if the cost of premiums does not exceed 25 percent of the obligated party's total child support obligation when calculated under the child support guidelines without credit for the medical support obligation.

- e. If circumstances change and a party believes that corresponding changes in cost are not reasonable or cost-beneficial, the party may move to petition any appropriate tribunal for relief.

### **3. Duties of the Parties**

- a. The Mother shall be responsible for \_\_\_\_% and the Father shall be responsible for \_\_\_\_% of all medical expenses of the minor child(ren), including the costs of the premium for coverage, all co-payments and deductibles required for coverage, and any uncovered medical expenses.
- b. Each party shall promptly execute and deliver to the insurance provider all forms necessary to ensure the child(ren)'s continuous participation in insurance coverage. Each party shall timely submit claims for processing, verification, and payment. Each party shall provide the other party with identification cards or other methods for access to coverage.
- c. If a party receives a reimbursement but did not pay the underlying bill, that party shall promptly pay over the proceeds to the proper party.
- d. If the party responsible for providing medical insurance coverage for the child(ren) allows such coverage to lapse without securing a comparable replacement, that party shall be liable for all the child(ren)'s medical expenses and shall indemnify the other party, the Department of Public Health and Human Services, or any third-party custodian for the cost of obtaining medical coverage and medical expenses.
- e. Any liability for unpaid medical costs and expenses may be entered as a judgment for unpaid support against the obligated party. A party may apply to the Court for expedited enforcement procedures.
- f. If an obligated party fails to pay a required premium, the other parent, the Department of Public Health and Human Services, or the custodian may advance the cost of premiums and keep benefits continually in force for the child. The advance should be entered as a judgment for unpaid child support in favor of the advancing party and against the obligated parent.
- g. The obligation to provide medical coverage for the child(ren) ceases only when the child support obligation ceases.
- h. The costs of providing individual insurance or a health benefit plan may not be used as a direct offset to the child support obligation. However, as provided by the child support guidelines, the costs may be considered in making or modifying a child support order.

- i. Each party shall promptly inform the Court of any changes in the following information:
  - (i) If the child(ren) are covered by a health or medical insurance plan, the name of the plan, the policy identification number, and the name(s) of the person(s) covered;
  - (ii) If the child(ren) are not covered by a health or medical insurance plan, whether health insurance coverage for the child(ren) is available through the party's employer or other group, and if so, whether the employer or other group pays any portion of the coverage premium.
  
- j. A civil penalty not to exceed \$25 per day may be imposed for an intentional violation of this medical support order or the provisions of M.C.A Title 40, Chapter 5, Part 8 or the regulations promulgated under that Part.
  
- k. If medical insurance is available for minor children through a parent's employer, this Order will allow automatic enrollment without any need for further court order.

**WARNING: The obligations to provide medical care, provide financial child support, and provide or comply with visitation and custody arrangements are independent of each other, and the failure or inability to provide one or more does not reduce any other obligation.**

4. Other Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_