

STATE OF HAWAII FAMILY COURT THIRD CIRCUIT	CASE ID/NUMBER _____
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DIVORCE DECREE
With Minor and/or Dependent Child(ren)

v.	Plaintiff,
	Defendant.

Presiding Judge's Name	City, State, Zip Code
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Date of Hearing/Review by Judge	Telephone/Cell No.
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This document is prepared by	
<input type="checkbox"/> Self-Represented	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
<input type="checkbox"/> Attorney for	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
Name (and if applicable, Attorney No.)	
Address	
City, State, Zip Code	
Telephone/Cell No.	
E-Mail Address	

A hearing was held before the Presiding Judge or an affidavit was submitted and the Court waived hearing on this matter. After full consideration of the evidence, the Court finds the material allegations of the Complaint for Divorce to be true. Plaintiff is entitled to a divorce from the bonds of matrimony. The Court has jurisdiction to enter this Divorce Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Decree

A decree is granted to [] Plaintiff [] Defendant. The bonds of matrimony between Plaintiff and Defendant are hereby dissolved. The parties are restored to the status of single persons. Either party is permitted to marry after the effective date of this Divorce Decree.

2. Effective Date

This Divorce Decree is effective after it is signed and filed by the Court.

3. Alimony

3A. Neither party shall be required to pay alimony to the other party.

3B. Beginning with a first payment on the _____ day of (Month/Year) _____

Plaintiff Defendant shall pay Plaintiff Defendant alimony of \$ _____

per month to be paid:

in one installment of \$ _____ on or before the _____ day of each month.

in two equal installments of \$ _____ on or before the _____ and _____ days of each month.

Alimony shall continue for _____ months and terminate with the payment due _____
(Month/Day/Year)

Alimony shall terminate upon the death of either Plaintiff or Defendant.

Alimony shall shall not terminate upon the recipient's remarriage.

4. Child(ren)

4A. Plaintiff and Defendant have no child(ren) together.

4B. Plaintiff and Defendant _____ (how many) child(ren) together who is/are under age 18.

Name (First, Middle, Last)

Birthdate

<u>Name (First, Middle, Last)</u>	<u>Birthdate</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. Custody

5A. **Legal Custody** of the above-named minor child(ren) is/are

Awarded to Plaintiff Defendant Plaintiff and Defendant jointly

Reserved for a court of competent jurisdiction.

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5. Custody (continued)

5B. Physical Custody of the above-named minor child(ren) is/are

Awarded to:

Plaintiff Defendant with a detailed visitation/time sharing schedule to:

Plaintiff Defendant as described in paragraph 6B.

Plaintiff and Defendant jointly with a detailed visitation/time sharing schedule as described in Paragraph 6B.

Reserved for a court of competent jurisdiction.

6. Visitation/Time Sharing Schedule

6A. The parties shall arrange reasonable visitation.

6B. The visitation/time sharing schedule shall be as follows:

6C. Supervised visitation shall be as follows:

6D. There shall be no visitation until further order of the Family Court.

7. Unless specified in paragraph 23 of this Decree, Plaintiff and Defendant shall keep each other informed of their residence addresses and telephone numbers for so long as any child of the parties is a minor and for so long thereafter as there is a child support order.

8. Child Support

- 8A. No child support is ordered based on the following exceptional circumstance(s):
- 8B. Beginning with the first payment on the _____ day of (Month/Year) _____
 Plaintiff Defendant shall pay Plaintiff Defendant for support of the following child(ren): (Names) _____
_____ in the amount of \$ _____ per child, for a total of \$ _____ per month.
- 8C. Child Support is reserved for a court of competent jurisdiction.
- 8D. Payments of child support shall continue for each child until the child attains the age of 18 years, or graduates from high school, or discontinues high school, whichever occurs last. Child support shall further continue uninterrupted (including during regular school vacation periods) until the age of 23 years as long as the child continues the child's post-high school education on a full-time basis at an accredited college or university or a vocational or trade school.
- 8E. The Child Support Enforcement Agency (CSEA) is made a party for the limited purpose of child support.

9. Method of Child Support Payment (Check either 9A OR 9B.)

- 9A. All payments shall be made payable to and through the Child Support Enforcement Agency (CSEA), P.O. Box 1860, Honolulu, Hawai'i, 96805-1860, and pursuant to the Order/Notice to Withhold Income for Support which shall be filed with this Divorce Decree.
- 9B. Direct Payment
In all direct payment cases, either Plaintiff or Defendant may void the direct payment arrangement at any time and apply for services from the CSEA to receive payments through the agency. If the child(ren) of the parties receive(s) public assistance from the Department of Human Services (DHS), foster care payments, or Social Security, or if either parent applies to the CSEA, CSEA may immediately void a direct payment arrangement by sending notice by regular mail to both parents at their addresses as set forth in this Divorce Decree.
- Child support payments shall be paid by Plaintiff directly to Defendant.
 Child support payments shall be paid by Defendant directly to Plaintiff.

10. Post High School Education Support

10A. Plaintiff shall pay ____% and Defendant shall pay ____% of the educational expenses of the child(ren) for so long as the child(ren) is/are a full-time student(s) at an accredited college University or vocational or trade school and under the age of 23.

10B. For payment of expenses related to the child(ren) attending private school, see paragraph 23.

10C. For these purposes, educational expenses shall be defined to include tuition, fees, and the cost of necessary books and other course materials.

10D. Reserved for future court determination.

11. Child Health Care: For so long as Plaintiff or Defendant has an obligation to pay child support and/or educational support:

11A. Plaintiff Defendant shall pay maintain medical and dental insurance for the benefit of the children.

11B. Plaintiff Defendant shall pay the medical and dental expenses of the child(ren) not paid by insurance up to \$ _____ per calendar year. Any additional medical and dental expenses not covered by insurance shall be paid ____% by Plaintiff and ____% by Defendant.

12. Life Insurance for the Benefit of Child(ren)

12A. Plaintiff Defendant shall maintain life insurance on his/her life with a minimum death benefit of \$ _____ for the benefit of the child(ren) so long as there is a child support and/or educational support obligation.

12B. If Plaintiff or Defendant dies without the required insurance, Plaintiff's or Defendant's estate shall be liable to the child(ren) to the extent that the required insurance was not maintained. Such obligation on the part of Plaintiff's or Defendant's estate shall be accorded the highest possible priority.

13. All provisions in paragraphs 3, 5, 6, 7, 8, 9, 10, 11, and 12 are subject to further order of the court.

14. Bank Accounts (Savings, Checking, etc.), Credit Union Accounts, and Securities

14A. There are none.

14B. Each is awarded those titled in their name alone.

14C. Plaintiff is awarded:

(continues on next page)

14. Bank Accounts (Savings, Checking, etc.), Credit Union Accounts, and Securities (continued)

14D. Defendant is awarded:

15. Vehicles (Autos, Trucks, Motorcycles, Trailers, Campers, Boats, etc.)

15A. There are none.

15B. Each party is awarded the vehicles titled in their name alone.

15C. Plaintiff is awarded:

15D. Defendant is awarded:

15E. Necessary transfer documents shall be signed no later than ten (10) days following the filing of this Divorce Decree. If either party fails to do so, the Director of Finance of the City and County of Honolulu is authorized and directed to transfer the ownership of the vehicle(s) if requested to do so.

16. Real Property

16A. Neither party owns any interest of any kind in any real property.

16B. The real property shall be divided as follows:

17. Life Insurance

- 17A. There is none.
- 17B. Each party is awarded the life insurance policy/policies now held on his/her life, together with any cash value therein and subject to any debt thereon.
- 17C. The life insurance policies shall be divided as follows:

18. Retirement Accounts/Benefits:

- 18A. There are none.
- 18B. Each party shall keep their own.
- 18C. The retirement accounts/benefits of the parties shall be divided as follows:

19. All Other Assets: (Personal Belongings, Furniture, Household Effects, Art, Stamps, Coins, Tools, Equipment, Jewelry, Accounts Receivable, Investment Assets, Business Assets, Cemetery Plots or Niches, Tax Refunds Due, etc.)

- 19A. There are no other assets
- 19B. Each party is awarded the personal belongings and the household effects in his/her possession.
- 19C. Plaintiff is awarded:

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19. All Other Assets: (continued)

19D. Defendant is awarded:

20. All Outstanding Debts

20A. There are no joint debts.

20B. Each party shall pay all of the credit card and other debt, if any, now in his/her name alone.

20C. Plaintiff shall pay:

20D. Defendant shall pay:

21. Name Change

21A. Plaintiff shall resume the use of his/her legal

middle and last name used prior to any marriage or

middle and last name used during any prior marriage [HRS §574-5(a)(2)(B)(i)]

and shall be known hereafter as: (First, Middle, and Last Name)

21B. Defendant shall resume the use of his/her

middle and last name used prior to any marriage or

middle and last name used during any prior marriage [HRS §574-5(a)(2)(B)(i)]

and shall be known hereafter as: (First, Middle, and Last Name)

22. Supplemental Order. There is a supplemental order filed concurrently with this Divorce Decree.

23. **Other:**

24. **Failure of Party to Perform:** If either party fails to execute any document in compliance with this Decree, the other party may submit a motion to the Court, requesting that the Court appoint the Chief Clerk of the Court to execute said document on behalf of the non-compliant party. Said motion may be done without further notice to the non-compliant party. Such execution by the Clerk shall have the same effect as if executed by the non-compliant party.

25. The Automatic Restraining Order shall be vacated upon the entry of this Divorce Decree pursuant to section 580-10.5 of the Hawai'i Revised Statutes.

Date

Judge's Signature

Hilo, Waimea Kona, Hawai'i

Print Judges Name

APPROVED AS TO FORM AND CONTENT:

X _____
Signature of Plaintiff

X _____
Signature of Defendant

Date Plaintiff Signed Decree: _____

Date Defendant Signed Decree: _____

Social Security No.: XXX-XX- _____

Social Security No.: XXX-XX- _____

Address: _____

Address: _____

Employer's Name and Address: _____

Employer's Name and Address: _____

APPROVED AS TO FORM:

Signature of Attorney for Plaintiff

Signature of Attorney for Defendant

Print Attorney's Name: _____

Print Attorney's Name: _____



If you need an accommodation for a disability when participating in a court program, service, or activity, please contact the ADA Coordinator as far in advance as possible to allow time to provide an accommodation. Call the ADA Coordinator at (808) 961-7629, Fax (808) 961-7577, or send an e-mail to adarequest@courts.hawaii.gov. The ADA Coordinator will try to provide, but cannot guarantee, the requested auxiliary aid, service, or accommodation.