

**IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA**

JANE DOE,
Plaintiff,

and

Civil Action File No.: _____

JOHN DOE,
Defendant.

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

This action came before the Court for trial on _____,
201____. 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 two have minor children
together, who are listed below:

<i>Child's Name</i>	<i>Date of Birth</i>
Jane Doe _____	July 28, 2000 _____
Jean Doe _____	July 11, 2002 _____
John Doe _____	July 28, 2000 _____
James Doe _____	July 11, 2002 _____

THE COURT HEREBY ORDERS THE FOLLOWING:

1. CUSTODY

(a) The _____ shall have sole temporary and permanent custody of the children, until further order of the Court.

(b) The ___ Plaintiff _____ 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 _ Plaintiff _____ shall make the final decision on the issue.

2. VISITATION

(a) The ___ Defendant _____ 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. Unless otherwise agreed by the parties in writing, the drop-off and pick-up for visitation shall be 13██ Lake Valley Road, Macon Georgia 21210 _____ The visiting parent shall notify the other parent at least 24 hours in advance of any scheduled visitation if he/she does not intend to exercise that visitation opportunity. The parent 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 visiting parent shall have the right to visitation according to the schedule attached to this Temporary Order as “Exhibit A.”

(b) The Defendant shall have visitation with the minor children as follows:

____ 1st and 3rd Friday of each month from 6PM Friday to 6PM Sunday plus every other Wednesday beginning at 6PM and to be returned to school the following Thursday or to Plaintiff residence if it is during a school holiday _____

(c) No visitation is ordered at this time.

3. OTHER PARENTAL RIGHTS

(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 illness and medical treatments.

4. CHILD SUPPORT

(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) Application of Child Support Guidelines – The statutory requirements of O.C.G.A. § 19-6-15 have been applied in reaching the amount of child support provided under the Final Order in this action. The specifics are as follows:

(1) Gross Income – The Father’s gross monthly income (before taxes) is \$ _____; the Mother’s gross monthly income (before taxes) is \$ _____.

(2) Children – The number of children for whom support is being provided under this order is 2. Their names and dates of birth are as follows: Sierra [REDACTED], whose date of birth is July 28, 2000; and Jazmin [REDACTED] Amanda [REDACTED], whose date of birth is July 11, 2002.

(3) Attachments – The Child Support Worksheet and Schedules are attached hereto, along with any other applicable schedules.

(4) Child Support Amount – The Plaintiff shall pay to the Defendant for the support of the minor children in the sum of Five Hundred Eighty

dollars (\$ 580 _____) per month, beginning on July 1,
2015 _____,

201____, and continued with a payment of Five Hundred Eighty Dollars (\$580 _____) on the first (1st) day of each and every month thereafter until the minor children reach the age of majority, become self-supporting,

Marry, die, no longer reside with the Defendant, or are otherwise emancipated, whichever of these events shall first occur. PROVIDE HOWEVER, that if at the time the parties' children reach eighteen (18) years of age, s/he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time as said children graduate from high school, are no longer enrolled full time and progressing normally, or attain the age of twenty (20) years, whichever first occurs.

(5) Deviation from Presumptive Amount

- (a) No Deviation – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached Schedule E. The amount of support in Paragraph 3 above is the Presumptive Amount of child support shown in the attached Child Support Worksheet.
- (b) Deviation – It has been determined that one or more of the Deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached Schedule E. The Presumptive Amount of Child Support that would have been required under O.C.G.A. § 19-6-15, if the deviations had not been applied, is \$ _____ per month, as shown on the attached Child Support Worksheet. The attached Schedule E explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the Presumptive Amount of Child Support.

(6) Health, Dental, & Vision Insurance for Children

- (a) Insurance Available – The following insurance for the children involved in this action is available at a reasonable cost to the _____ through that parent's employer or the PeachCare Program:
- Health (medical, mental health, and hospitalization) Dental
 Vision So long as it is available to that parent, the _____ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen (18), 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 be continued for the child until the child has graduated from secondary school or reaches twenty (20) years of age, whichever occurs first.
- (1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of

insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

- (2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

- (b) Insurance Not Available – Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:
 Health (medical, mental health, and hospitalization) Dental Vision
When insurance has been obtained by either party, Paragraphs 4 (b)(6)(a)(1) and (2) shall apply.

- (c) Insurance Not Available – 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 children’s health care expenses in this action.
When insurance has been obtained by either party, Paragraphs 4 (b)(6)(a)(1) and (2) shall apply.

- (7) Uninsured Health Care Expenses – The Father shall pay ___50 % and the Mother shall pay ___50 % of all expenses incurred for the children’s health care (including medical, dental, mental health, hospital, and vision 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 thirty (30) days after receiving the verification of a particular health care expense.

- (8) Parenting Time Amounts – The approximate number of days of parenting time per year according to the Visitation Order is __100_____ days for the Father and ___260_____ days for the Mother.

- (9) Continuing Garnishment for Child Support – Whenever, in violation of the terms of the order, there shall have been a failure to make 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.

(10) Income Deduction Order

- (a) An income Deduction Order shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of child support and alimony (if any) provided. The Income Deduction Order shall take effect:
 - (1) immediately upon entry by the Court.
 - (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 O.C.G.A. § 19-6-32 (f).
- (b) The parties agree that an Income Deduction Order is not immediately necessary.
- (c) The Court finds that there is good cause to not require income deduction, having determined that income deduction will not serve the children's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

5. LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN

(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 for financial support, and therefore the Plaintiff 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.

(b) 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. 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.

6. ALIMONY

(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 _____ shall pay to the _____ as alimony, the sum of _____ Dollars (\$ _____) per month, beginning on _____, 201__ and continuing monthly thereafter:

(1) until the recipient remarries or dies.

(2) for a period of _____.

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

7. PROPERTY DIVISION

• (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:

(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 _____ in fee simple. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of _____, 201____.

(A) The _____ 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 _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ by _____, 201____, the home shall 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 _____.
The _____ shall be responsible for all loan payments on the mobile home after the date of _____, 201____.

(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>
_____	_____	_____
_____	_____	_____

(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 _____, 201____.

To the Wife, as follows:

To the Husband, as follows:

Except as otherwise specifically provided in this Final Judgment, the transfers listed above shall be completed no later than _____, 201____, 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.

8. DEBTS.

- (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:

Creditor	Amount	Responsible Party
Toyota Financial	\$10,000.00	Plaintiff
Capital One	\$100.00	Plaintiff

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.

9. 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 Final Judgment 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 non-dischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

10. RESTRAINING ORDER

- (a) No permanent restraining order is entered in this action.
- (b) The _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the _____. This provision shall be enforceable by the Court's contempt power.

11. RESTORATION OF NAME

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

The Court has reviewed the foregoing Final Judgment and Decree, and it is hereby made the order of this Court.

This Order entered on _____ day of _____, 201_____.

Judge, Superior Court
Cobb Judicial Circuit