

**SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA**

_____,
Petitioner,

Civil Action

v. _____
Case Number _____

_____,
Respondent.

PETITION FOR DIVORCE WITH MINOR CHILD(REN)

My name is _____ and I am representing myself in this divorce action. In support of my case, I state as follows:

1. **Subject Matter Jurisdiction:** I am the Petitioner in this action and:

[Check only one of the following, either (a) or (b).]

___ (a) I have been a resident of the State of Georgia for more than six (6) months immediately prior to filing this action.

___ (b) I am not a resident of the State of Georgia, but my spouse has been a resident of the State of Georgia for at least six (6) months immediately prior to my filing of this action.

2. **Venue:** My spouse's name is _____, and he/she is the Respondent in this action.

[Check only one of the following, either (a), (b), (c), (d) or (e).]

___ (a) The Respondent is a resident of Cherokee County and is subject to the jurisdiction of this Court.

___ (b) The Respondent is a resident of Georgia in _____ County, but the Respondent and I lived together in Cherokee County at the time we separated. I still reside in Cherokee County, and the Respondent has only moved away from Cherokee County within the past six months before the date of my filing this action.

___ (c) The Respondent is a resident of Georgia in _____ County,

and I live in Cherokee County. The Respondent has acknowledged service of process and consented to the jurisdiction and venue of this Court.

___ (d) The Respondent is not a resident of the State of Georgia, but I am a resident of Cherokee County, Georgia, and:

[Check only one of the following, either (1), (2), or (3).]

___ (1) The Respondent was formerly a resident of the State of Georgia and currently resides in the State of _____. The Respondent is subject to the personal jurisdiction of the Court under Georgia’s Long Arm Statute, OCGA § 9-10-91(5).

___ (2) The Respondent has never resided in the State of Georgia and currently resides in the State of _____.

___ (3) The Respondent has acknowledged service of process and consented to the jurisdiction and venue of this Court.

___ (e) I am a resident of Cherokee County and the Respondent’s whereabouts are unknown to me. I am filing my *Affidavit of Diligent Search* with this *Petition*, and incorporate it here by reference.

3. **Service of Process:** The Respondent shall be served as provided under OCGA § 9-11-4, in the following manner:

[Check only one of the following, either (a), (b), or (c).]

___ (a) The Respondent has acknowledged service of process. I am filing the *Acknowledgment of Service* (which has been signed by the Respondent) with this *Petition*.

___ (b) The Respondent may be served by the Sheriff’s Department at the Respondent’s residence/work address, which is:

___ (b-1) [Check only if the Respondent lives outside Cherokee County.] The Respondent resides outside of Cherokee County, and shall therefore be served by second original, as provided under OCGA § 9-10-72. Service shall be made by the sheriff’s department of the county where the Respondent resides.

___ (c) The Respondent's whereabouts are unknown to me. I am filing my *Affidavit of Diligent Search* with this *Petition*. The Respondent shall be served by publication as provided under OCGA § 9-11-4(e)(1) for those who cannot be found within the State of Georgia. To the best of my knowledge, the Respondent's last known address is:

4. **Date of Marriage:**

[Check and complete only one of the following, either (a) or (b).]

___ (a) The Respondent and I were lawfully married on _____.

___ (b) The Respondent and I are married by common law because we lived together and held ourselves out as married as of _____, which date was prior to January 1, 1997.

5. **Date of Separation:** The Respondent and I last separated on _____, and we have remained in a true state of separation since that date.

___ 6. **Settlement Agreement:**

[Check only if there is a signed agreement.]

The Respondent and I have entered into a *Settlement Agreement*, which we both want to be incorporated into the *Final Judgment and Decree for Divorce*. The *Settlement Agreement* has been signed by each of us in front of a notary public, and I am filing the *Settlement Agreement* with the Court, together with this *Petition*.

7. **Minor Child(ren):** [If there are no minor child(ren), you may use a different form, which is much shorter. Note: list the year of birth only, do NOT put the full date of birth]

The Respondent and I are the parents of _____ minor child(ren), listed below:

<i>Name of Child</i>	<i>Male / Female</i>	<i>Year of Birth</i>

<i>Name of Child</i>	<i>Male / Female</i>	<i>Year of Birth</i>

8. Child(ren)'s Current Residence:

The minor child(ren) currently live at _____ (address) in _____ (County), _____ (State) with the ___ Petitioner ___ Respondent _____. The child(ren) have lived at this address since approximately _____.

9. Child(ren)'s Past Residences:

During the past five years, the child(ren) have lived at the following addresses:

<u>Dates at Address</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

10. People With Whom Child(ren) Have Lived:

During the past five years, the child(ren) have lived with the following people:

<u>Name of Person</u>	<u>Person's Current Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. Other Court Cases About Child(ren):

[Check only one of the following, either (a) or (b).]

___ (a) I have never participated as a party or a witness or in any other capacity in any other litigation concerning the custody of or visitation with the minor

child(ren) in this or any other state.

- ___ (b) I have participated in other litigation concerning the custody of the minor child(ren) in Georgia or another state. The court, case number and date of any order concerning custody or visitation under the other litigation are as follows: _____

12. **Other Proceedings That Could Affect Custody or Visitation in This Case:**

[Check only one of the following, either (a) or (b).]

- ___ (a) I do not have any information about any proceeding that could affect this case, including any court proceedings in this or any other state.
- ___ (b) I have information about a proceeding that could affect this case. The court, the case number and the nature of the proceeding are as follows:

13. **Others Claiming Custody or Visitation:** *[Check only one of these, either (a) or (b).]*

- ___ (a) I do not know of any person who is not a party to this case, who has physical custody of the child(ren) or who claims to have custody or visitation rights with respect to the child(ren).
- ___ (b) I know of someone who is not a party to this case, who has physical custody of the child(ren) or who claims to have custody or visitation rights with respect to the child(ren). The name(s) and present address(es) of the person(s) are:

14. **Child Custody and Visitation:**

- ___ (a) I should be awarded the following:
[Check all that apply]

- Sole legal custody [OR] Joint legal custody
- Sole physical custody [OR] Joint physical custody
- Reasonable visitation as follows:

Other: _____

- (b) I believe that the custody and visitation arrangement set forth in the attached Permanent Parenting Plan is in the best interests of the child(ren).

15. **Child Support:** *[Check all that apply]*

- (a) The Respondent has income or is capable of earning sufficient money to help support the minor child(ren). Respondent's gross monthly income is _____.
- (b) I have income or am capable of earning sufficient money to help support the minor child(ren). My current gross monthly income is _____.
- (c) The Respondent should pay child support for the child(ren).
- (d) I should pay child support for the child(ren).
- (e) A child support worksheet has been submitted.
- (f) The issue of child support cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

16. **Health Insurance for Child(ren):** *[Check only one of these, either (a), (b), (c) or (d).]*

- (a) The Respondent should be ordered to maintain a policy for medical, dental and hospitalization insurance for the minor child(ren).
- (b) I already provide health insurance for the child(ren).
- (c) I am not asking the Court to address this issue in this case.
- (d) The issue of health insurance cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

17. **Other Medical Expenses for Child(ren):** *[Check only one of these: (a), (b), (c) or (d).]*

- (a) The Respondent should be responsible for all expenses incurred for the child(ren)'s medical, dental and hospital care, that are not covered by insurance.
- (b) The Respondent and I should share the cost of expenses incurred for the child(ren)'s medical, dental and hospital care, that are not covered by insurance.
- (c) I am not asking the Court to address this issue in this case.
- (d) The issue of health care expenses for the child(ren) cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

18. **Life Insurance to Support Child(ren):** *[Check only one of these, either (a), (b) or (c).]*

- (a) The child(ren) depend on the Respondent for support, and therefore the Respondent should maintain a policy of insurance on the Respondent's life, with a face amount of \$ _____, for the benefit of the minor child(ren). The Respondent should maintain the policy for so long as at least one of the child(ren) is a minor or is otherwise entitled to child support.
- (b) I am not asking the Court to address this issue in this case.
- (c) The issue of life insurance for the child(ren) cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

19. **Alimony:** *[Check only one of the following, either (a), (b), or (c).]*

- (a) I am financially dependent on the Respondent and need the Court to order the Respondent to pay alimony for my support.
- (b) I am not asking for alimony.

(c) The issue of alimony cannot be decided in this action because the Court does not have personal jurisdiction over the Respondent.

20. **Marital Property:** [*Check only one of the following, either (a), (b), (c) or (d). Do not include complete account numbers.*]

(a) The Respondent and I have already divided our marital property, and we are both satisfied with the division.

(b) The Respondent and I have not obtained any property during our marriage.

(c) The Respondent and I have obtained the following property during our marriage, and I am asking for a fair division of this property:

House located at _____

Other real estate, located at _____

Mobile home (model: _____, year: _____)

Pension (mine, worth \$ _____; Respondent's, worth \$ _____)

Motor vehicles listed here:

Model/year: _____

Model/year: _____

Model/year: _____

Furniture:

Listed here: _____

Listed on separate paper attached to this *Petition*

Bank accounts and/or other investments:

Listed here: _____

Listed on separate paper attached to this *Petition*

Other property:

Listed here: _____

Listed on separate paper attached to this *Petition*

(d) The issue of the division of marital property cannot be decided in this case because none of the property is in Georgia and the Court does not have personal jurisdiction over the Respondent.

21. **Joint or Marital Debts:** *[Check only one of the following, either (a), (b), or (c). Do not include complete account numbers.]*

(a) The Respondent and I do not have any outstanding joint or marital debts.

(b) The Respondent and I have the following outstanding joint or marital debts, and responsibility for paying them should be as listed below:

<u>Creditor</u>	<u>Balance</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Listed on separate paper attached to this *Petition*.

(c) The issue of dividing joint and marital debts cannot be decided in this case because the Court does not have personal jurisdiction over the Respondent.

22. **Restraining Order Where Violence Has Occurred:**
[Read instructions carefully and check only if applicable.]

There is a history of physical violence by the Respondent toward me, and I am afraid

that the Respondent will engage in further acts of violence or harassment toward me unless the Court enters a temporary and permanent restraining order.

__ 23. **Restore Former or Maiden Name:** *[Check only if applicable.]*

My former or maiden name is _____,
and I am asking the Court to restore that name to me.

24. **Grounds for Divorce:**

[Check all that apply.]

My grounds for divorce from the Respondent are:

__ (a) **Our marriage is irretrievably broken.** The Respondent and I can no longer live together and there is no hope that we will get back together.

__ (b) **Cruel treatment** - The Respondent committed the following acts of cruel treatment toward me:

__ (c) **Adultery** - The Respondent has had sexual intercourse with someone else during our marriage.

__ (d) **Desertion** - The Respondent has intentionally and continually deserted me for at least a year.

__ (e) **Other grounds** from list in OCGA § 19-5-3, as explained here: _____

FOR THESE REASONS, I REQUEST THE FOLLOWING RELIEF:

[Check all that apply.]

(a) That process and summons issue as provided by law;

(b) That Respondent be served with a copy of this Petition;

(c) That I be granted a total divorce from the Respondent;

__ (d) That the *Settlement Agreement* signed by the parties be incorporated into the *Final Judgment and Decree of Divorce*.

- ___ (e) That the custody and visitation for the child(ren) be ordered according to Paragraph 14;
- ___ (f) That child support, health insurance, medical expenses and life insurance for the support of the child(ren) be ordered according to Paragraphs 15, 16, 17, and 18;
- ___ (g) That the Respondent be ordered to pay me alimony for my support;
- ___ (h) That our marital property be divided according to Paragraph 20;
- ___ (i) That our joint or marital debts be divided according to Paragraph 21;
- ___ (j) That the Respondent be temporarily and permanently restrained from harassing me or committing any acts of violence toward me;
- ___ (k) That my former or maiden name be restored according to Paragraph 23;
- ___ (l) That a Rule Nisi be scheduled by the Court, to decide on the relief I have requested;
- ___ (m) That the Court order any and all other relief that the Court finds appropriate.

Dated: _____

 Petitioner, Pro se (Signature)

Name: _____

Address: _____

 Email: _____

IF YOU DO NOT HAVE AN EMAIL ADDRESS, FILL OUT A CERTIFICATE OF NO EMAIL ADDRESS

Telephone No.: _____

SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

_____,
Petitioner,
v. _____,
Respondent.

Civil Action
Case Number _____

VERIFICATION

I, _____, personally appeared before the undersigned notary public and, being duly sworn, state that the facts stated in the foregoing Petition are true and correct.

This ___ day of _____, _____(year)

Signature
Name: _____
Email: _____

**IF YOU DO NOT HAVE AN EMAIL ADDRESS, FILL
OUT A CERTIFICATE OF NO EMAIL ADDRESS**

Telephone No.: _____

Sworn to before me this
___ day of _____, 20__.

Notary Public

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

Petitioner: _____,

v.

Civil Action

File No: _____

Respondent: _____.

ACKNOWLEDGMENT OF SERVICE AND CONSENT TO JURISDICTION

I, the undersigned Respondent hereby acknowledge personal service of the above Petition for _____ and state that I have received a copy of said Petition and I hereby waive any and all further notice, service, and issuance of process. I consent to both jurisdiction and venue in this matter.

(Check the box below if you are a resident of Georgia but do not live in Cherokee County.)

WAIVER OF VENUE — RESPONDENT'S AFFIDAVIT

1. I am a resident of _____ County in the State of Georgia.
2. I understand that I have a constitutional right to a trial by judge or jury in the county of my residence, and that I expressly waive my right to venue in the county of my residence, and consent to venue and personal jurisdiction in Cherokee County Superior Court.

This _____ day of _____, _____.

Respondent's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

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

Petitioner: _____,

v.

Civil Action

File No: _____

Respondent: _____.

CONSENT TO TRIAL 31 DAYS AFTER SERVICE

Both of the above parties, as indicated by their signatures below, consent to the hearing and granting of a divorce in this action any time thirty-one (31) days after the filing of the acknowledgment of service or after service having been perfected against the Respondent.

Petitioner's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

Respondent's Signature (Sign in front of the Notary)

Address: _____

Telephone: _____

Email: _____

Sworn to and signed before me, this
_____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

2. CUSTODY AND VISITATION

(Note: The Permanent Parenting Plan must be filed in all cases involving child custody unless waived by the Court.)

This issue has been addressed in the attached *Permanent Parenting Plan* which is hereby made a part of this *Settlement Agreement* as if fully set forth here.

3. CHILD SUPPORT

(Note: The Child Support Addendum must be filed in all cases involving minor children.)

This issue has been addressed in the attached *Child Support Addendum* which is hereby made a part of this *Agreement* as if fully set forth here.

4. INCOME DEDUCTION ORDER

This issue has been addressed in the attached *Child Support Addendum* which is hereby made a part of this *Agreement* as if fully set forth here.

5. HEALTH INSURANCE AND OTHER HEALTH CARE EXPENSES FOR THE CHILDREN

This issue has been addressed in the attached *Child Support Addendum* which is hereby made a part of this *Agreement* as if fully set forth here.

6. LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN

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

(a) The children depend on the _____ for financial support, and therefore the _____ agrees to 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 Paragraph Five of this Agreement.

(b) The children depend on both of the parties for financial support, and therefore each party agrees to 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 Paragraph Five of this Agreement.

Petitioner _____ Respondent _____

- (c) The parties are not asking the Court to address the issue of life insurance for the benefit of the children in this action.

7. ALIMONY.

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

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

[To finish (a), 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 _____.
- (b) Each party expressly waives the right to receive alimony from the other party.

8. PROPERTY DIVISION.

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

- (a) The parties acknowledge that they 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 signing this agreement.

- (b) The parties acknowledge that they did not obtain any property during their marriage.

- (c) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to 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. Cross out the parts that do not apply.]

- (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 _____.

[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 _____ 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/mortgages on the marital home, so that the _____ 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.

(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 _____.

(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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Petitioner _____ Respondent _____

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 acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20____.

To the Petitioner

To the Respondent

Except as otherwise specifically provided in this Agreement, 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 Agreement, this Agreement 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 Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, 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 signing this agreement, except as provided in this Agreement.

9. **DEBTS.**

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

(a) The parties acknowledge that they have no outstanding joint or marital debts.

(b) 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 agrees to 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.

10. **TAX AND BANKRUPTCY CONSTRUCTION OF THIS AGREEMENT**

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall 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 shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

Petitioner _____ Respondent _____

11. **RESTRAINING ORDER**

(Optional — Check and complete this paragraph if applicable.)

The _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the _____. By consenting to this, the _____ in no way admits that such acts were ever done in the past, but agrees not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

12. **VOLUNTARINESS OF AGREEMENT**

The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We understand that we do not have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

13. **COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

14. **EFFECT OF DIVORCE**

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

Petitioner

_____ appeared
before me on _____, 20____, and
said under oath that she had read this
agreement, understood it, and was signing it
voluntarily in my presence.

Notary Public

Respondent

_____ appeared
before me on _____, 20____, and
said under oath that he had read this agreement,
understood it, and was signing it voluntarily in
my presence.

Notary Public

Petitioner _____ Respondent _____

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

_____,
Petitioner,
v.
_____,
Respondent.

Civil Action

Case Number _____

CONSENT PARENTING PLAN

This is an agreement between _____ and
_____, the parents of the minor child(ren) whose
names and year(s) of birth are as follows:

CHILD'S NAME

YEAR OF BIRTH

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing below, the parties recognize that:

- A) a close and continuing parent-child relationship and continuity in the child(ren)'s life will be in the child(ren)'s best interest;
- B) the child(ren)'s needs will change and grow as the child matures;
- C) each parent shall make decisions regarding the day to day care of the child while that child is residing with that parent, including any emergency decisions

Petitioner's Initials _____

Respondent's Initials _____

affecting the health or safety of a child; decisions that affect the other parent's parenting time shall be communicated promptly; and

D) both parents will have access to all of the child(ren)'s records and information, including but not limited to, education, health, extra-curricular activities and religious communications.

SET FORTH BELOW IS THE AGREEMENT OF THE PARTIES ON EACH OF THE ISSUES LISTED.

LEGAL CUSTODY (choose one):

- with the Petitioner
- with the Respondent
- joint custody

PRIMARY PHYSICAL CUSTODY

Name	Year of Birth	Petitioner	Respondent	Joint
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MAJOR DECISIONS

The parties will consult each other and attempt to arrive at consensus on major decisions. Should they be unable to reach consensus, final decisions will be made as follows.

- | | | | |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------------|
| Education | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| Non-emergency health care | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| Religious upbringing | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| Extracurricular activities | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| _____ | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| _____ | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |
| _____ | <input type="checkbox"/> Petitioner | <input type="checkbox"/> Respondent | <input type="checkbox"/> Joint |

DISAGREEMENTS

Where parents have elected joint decision making in major decisions section above, please explain how any disagreements in decision making will be resolved. i.e. explain the process parents will use when a tie breaker is needed.

Petitioner's Initials _____

Respondent's Initials _____

PARENTING TIME

If the parties cannot otherwise agree during the term of this parenting plan, the non-custodial parent, or in joint custodial arrangements, the Petitioner or Respondent shall have at a minimum the following parenting time: (choose one)

- first and third weekend of each month
- first, third, and fifth weekend of each month
- second and fourth weekend of each month.
- Every other weekend starting on _____.
- Each _____ starting at ____ am/pm and ending at ____ am/pm
- Other: _____

- weekday time
 - none
 - every _____ evening.
 - every other _____ evening during the week prior to a non-visitation weekend
 - every _____ and _____ evening.
 - other: _____

For purposes of this Parenting Plan, a weekend will start at ____ am/pm on (circle one) Thursday/Friday/Saturday/Other: _____ and end at ____ am/pm on Sunday/Monday/Other (circle one): _____.

Weekday visitation will begin at ____ am/pm and will end at (circle one) 7:00/8:00pm/____pm/when the child(ren) return(s) to school or day care the next morning/Other: _____
_____.

This parenting schedule begins (check one):

_____ (date and time) **OR** **on the date of the Court's Order.**

FALL VACATION

The day to day schedule shall apply except as follows: _____

_____ beginning on _____

WINTER VACATION

The (choose one) Petitioner Respondent shall have the child(ren) for the first period from the day and time school is dismissed until December _____ at _____ am/pm in (choose one) odd numbered years even numbered years every year. The other parent will have the child(ren) for the second period from the day and time indicated above until _____ at _____ am/pm. The parties shall alternate the first and seconds periods each year. Or the parties choose a different winter vacation plan as set out here:

SPRING VACATION: The day to day schedule shall apply except as follows:

_____ beginning _____

SUMMER VACATION: The day to day schedule shall apply except as follows:

Petitioner's Initials _____

Respondent's Initials _____

_____ beginning _____

NOTICE: Parents will confer with each other by _____ (date)
 each year to confirm school breaks/vacations and by _____ (date)
 to determine summer parenting schedule.

SPECIAL DAYS AND HOLIDAYS: Indicate whether the child(ren) will be with the parent in ODD or EVEN numbered years or EVERY year:

EXAMPLE:

	Petitioner	Respondent	Start/Stop Time
Example Holiday	ODD	EVEN	9:00 AM – 6:00 PM

	Petitioner	Respondent	Start/Stop Time
Martin Luther King Day			
President’s Day			
Petitioner’s Day			
Memorial Day			
Respondent’s Day			
July Fourth			
Labor Day			
Halloween			
Thanksgiving Day and Friday			
Child(ren)’s Birthday			
School Free Days			
Petitioner’s Birthday			
Respondent’s Birthday			
Religious Holiday			

Petitioner’s Initials _____

Respondent’s Initials _____

Schedule Conflicts: When holiday parenting times conflict with extended/summer parenting time (choose one):

- holiday schedule will be observed
- extended visitation will be uninterrupted
- Other: _____.

If there is conflict between the regular schedule and the holiday schedule, the holiday schedule will prevail.

For the purposes of this parenting plan, the holiday will start and end as follows: (choose one):

- Holidays that fall on Friday will include the following Saturday and Sunday.
- Holidays that fall on Monday will include the preceding Saturday and Sunday.
- Other: _____

_____.

TRANSPORTATION ARRANGEMENTS

Exchanging the child(ren) between parents shall take place as follows:

Payment of long distance transportation costs, if applicable, will be paid by (choose one):

- Petitioner
- Respondent
- both equally

Long distance for purposes of transportation is defined as:

Other transportation arrangement: (Ex: disabled parent, parent without valid driver's license, other approved transporters, etc.)

Should the parent picking up the child(ren) exceed a _____ minute grace period without prior notification or alerting the other parent by phone of an unavoidable breakdown or delay en route, the parenting time for that period is forfeited.

Should either party repeatedly cause delay by not having the child(ren) prepared for exchange or being late for pick-up or return, a modification of parenting time may be sought. Repeatedly causing delay is defined as:

RELOCATION

If either parent decides to relocate more than _____ miles away from the other parent's home, the moving parent will give the other parent written notice of the intent to relocate no less than (choose one): 30 days 60 days 90 days 180 days prior to the date of moving.

COMMUNICATION ACCESS

The parents agree that when the child(ren) reside with one parent, the other parent will have the right to unimpeded telephone conversations with the child(ren) as follows: (check all that apply):

Unrestricted telephone access during reasonable hours and of reasonable duration.
 _____ telephone calls to the child(ren) per day/week with the duration of each call not to exceed _____ minutes with the following time consideration:

-
- The child(ren) are allowed to call either parent at any time.
 - Other agreed provisions for telephone/email access: _____
-

OTHER PARENTING TIME PROVISIONS/AGREEMENTS

- Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number so that the other parent may exercise their parenting time, notify the other parent as needed, and reach the child(ren) while they are in the other parent's household.

- When making childcare arrangements while the child is with them, parents agree to the following (ex: age before child(ren) will be left alone, appropriate caregivers, right of first refusal to provide care, etc.):

Excluding any agreed limitations on access rights below, both parents will have access to child's(ren's) records and information, including but not limited to, education, health, extracurricular activities and religious communications. Agreed limitations:

Petitioner Respondent will notify school authorities where child(ren) are enrolled each year to list both parents to receive all notifications, reports.

Each parent shall promptly notify the other parent of any information received through the child(ren) concerning parent meetings, reports or school activities in which the child(ren) may be engaged or interested.

Parents will consult with each other prior to scheduling any activity that will impact time the other parent spends with the child(ren).

Additional agreements:

SUPERVISED PARENTING TIME

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: _____

Petitioner's Initials _____

Respondent's Initials _____

Person/Organization supervising: _____

Responsibility for cost: Petitioner Respondent both equally

Any transition to alter supervised parenting would require _____

MODIFICATION OF PLAN

Over time, as the child(ren) and families circumstances/change, parties may, by mutual agreement, vary the parenting schedule. Such altered agreement shall not be a binding Court Order and custody shall only be modified by Court Order.

Prior to involving the Court in resolving disagreements, parties will attempt further mediation, consultation with a child specialist/family counselor or _____

I have read, understand and agree to each of the provision of this Parenting Plan Agreement, this _____ day of _____, 20_____.

PETITIONER

Sworn and subscribed before me this
_____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires:

I have read, understand and agree to each of the provision of this Parenting Plan Agreement, this _____ day of _____, 20_____.

RESPONDENT

Sworn and subscribed before me this
_____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires:

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

Petitioner: _____

and

Respondent: _____

Civil Action File No: _____

RULE NISI

The foregoing Petition for Divorce having been read and filed, the Respondent is Ordered to show cause before the Honorable _____, on the _____ day of _____, _____ at _____ .m. in Courtroom _____ why the prayers of Petitioner should not be granted.

This the _____ day of _____, _____.

Deputy Clerk

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

Plaintiff

v.

Defendant

Civil Action File No.

_____-CV-_____

Superior Book **198 Pg 135**
Filed and Recorded 6/13/2014 11:37:22 AM
28-2014-000792
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

DOMESTIC STANDING ORDER
Actions involving minor children

Pursuant to O.C.G.A. § 19-1-1(b), Uniform Superior Court Rule 24 and the implementing order of the Court filed on the ___ day of _____, 20__ (minute book _____, page _____), this Standing Order binds the parties in the above styled action, their agents, employees and all other persons acting in concert with such parties on whom this order is served or who have actual notice of same.

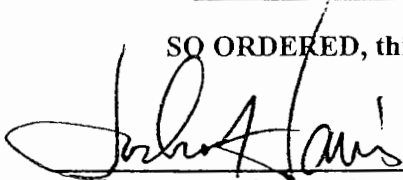
Each party is hereby prohibited from doing any of the following:

- a) unilaterally causing or permitting the minor child(ren) of the parties to be removed from the jurisdiction of this court, without written permission from the other party;
- b) doing, attempting to do, or threatening to do any act injuring, maltreating, vilifying, molesting, or harassing the other party or the child(ren) of the parties, or following, placing under surveillance, or contacting the other party or child(ren) of the parties without their consent for the purpose of harassing and intimidating the other party or child(ren) of the parties;
- c) selling, encumbering, trading, contracting to sell, or otherwise disposing or removing from the jurisdiction of the court any of the property belonging to one or both of the parties, except in the ordinary course of business.

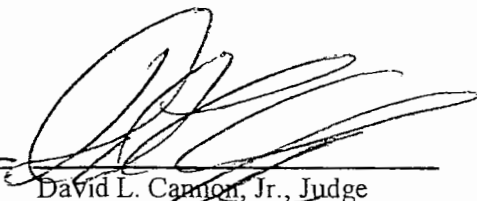
The following scheduling rules shall apply:

- At least 5 days prior to any hearing, whether or not an answer has been filed, each party shall serve upon the other the following documents:
 - a) Domestic Relations Financial Affidavit. See U.S.C.R. 24.2.
 - b) Proposed Parenting Plan, if custody or visitation is sought. See O.C.G.A. §19-9-1.
 - c) Child Support Worksheet, if child support is sought. See O.C.G.A. §19-6-15.A Certificate of Service shall be filed with the Clerk certifying proper service. Each party shall submit the original documents to the Court at the hearing.
- At least 5 days prior to any mediation, the parties shall serve upon each other a Domestic Relations Financial Affidavit, Proposed Parenting Plan, and Child Support Worksheet.
- Prior to any contested final hearing, except in actions for contempt, the parties shall attend mediation and file proof of the same.
- The parties in all domestic relations cases shall attend and submit proof of completion of an approved Seminar for Divorcing Parents. See U.S.C.R. 24.8.
- A final hearing may be pecially set only after the parties submit a proposed consolidated domestic relations pre-trial order to the judge's chambers. The proposed order shall be on the form attached to the implementing order, and it shall be submitted with all applicable exhibits.
- For rules on modification of a temporary order, see Minute Book 192, Page 363.

SO ORDERED, this 12 day of June, 2014.


Jackson Harris, Chief Judge


Ellen McElyea, Judge


David L. Cannon, Jr., Judge

Cherokee County Superior Court, Blue Ridge Judicial Circuit

Patty Baker, Clerk of Superior Court - Cherokee County GA

PAGE 2

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
BLUE RIDGE JUDICIAL CIRCUIT
STATE OF GEORGIA

Plaintiff

v.

Civil Action File No.
_____-CVE-_____

Defendant.

ADDENDUM TO DOMESTIC STANDING ORDER

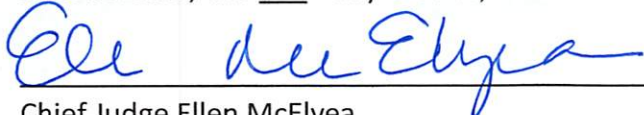
Pursuant to the implementing order of this court filed on June 29, 2023, the parties in the above case are subject to the terms and conditions of this Addendum to Domestic Standing Order.

If you are a self-represented litigant (that is, a plaintiff or defendant who does not have a lawyer), you must attend the Family Law Workshop (“the Workshop”) within forty-five (45) days of service on the Defendant. If you become self-represented during a case, you must attend the Workshop within forty-five (45) days of the order allowing your lawyer to withdraw.

There is no cost to the Workshop, but you must sign up to attend through the Office of the Court Administration at courtadmin@brjc.net. You may visit the office’s website at <https://www.cherokeega.com/Court-Administrators-Office/> for more information.

If you submit form documents (“check the box” or “fill in the blank”) you obtained somewhere other than the Workshop, you will still be required to attend the Workshop and your original filings may not be approved by the judge assigned to your case.

SO ORDERED, this 29th day of June, 2023.



Chief Judge Ellen McElyea
Superior Court of Cherokee County
Blue Ridge Judicial Circuit

IN THE SUPERIOR/STATE COURT OF _____ COUNTY

STATE OF GEORGIA

CIVIL ACTION NUMBER

PLAINTIFF

Vs.

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This _____ day of _____, _____.

Clerk of Superior Court/State Court

By: _____
Deputy Clerk

4. Child Support Amount - The _____ shall pay to the _____, for the support of the minor children, the sum of _____ Dollars (\$ _____) per month, beginning on _____, 20 ____.

5. **Duration of Child Support**

[You must check & complete only one of the following paragraphs.]

- () (a) **Unchanged from original order.**
- () (b) **Beyond Age 18 for High School** - The child support shall continue monthly thereafter until child(ren) reach(es) the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a fulltime 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.
- () (c) **Until Further Order** - This is not a final order, so the child support shall continue until further order of this Court.
- () (d) **Until Specific Date** - The child support shall continue monthly thereafter until _____.

6. **Deviation from Presumptive Amount**

[You must check & complete only one of the following paragraphs.]

- () (a) **No Deviation** - It has been determined that none of the Deviations allowed under OCGA §19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached *Child Support Worksheet*.
- () (b) **Deviation** - It has been determined that one or more of the Deviations allowed under OCGA §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 OCGA §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.

7. **Health, Dental & Vision Insurance for Children**

[You must check & complete all parts of only one of the following paragraphs, (a) or (b).]

- () (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 remains 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, 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 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 7 (a)(1) and (2) shall apply.

8. **Uninsured Health Care Expenses** - The _____ shall pay _____% and the _____ shall pay _____% 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 fifteen (15) days after receiving the verification of a particular health care expense.

9. **Parenting Time Amounts** - The approximate number of days of parenting time per year according to the visitation order is _____ days for the Father and _____ days for the Mother.

10. **Social Security Benefits**

*[You must check & complete **only one** of the following paragraphs.]*

- () (a) **Not Received** - The children do not receive Title II Social Security benefits under the account of the parent ordered to pay child support.
- () (b) **Received** - The children receive Title II Social Security benefits under the account of the parent ordered to pay child support. The benefits received by the children shall be counted as child support payments, and shall be applied against the final child support order to be paid by that parent.

(1) If the amount of benefits received is less than the amount of support ordered, the obligor shall pay the amount exceeding the Social Security benefit.

(2) If the amount of benefits received is equal to or more than the amount of support ordered, the obligor's responsibility is met and no further support shall be paid.

(3) Any Title II benefits received for the children's benefit shall be retained by the custodial parent or nonparent custodian for the children's benefit, and it shall not be used as a reason for decreasing the final child support order or reducing arrearages.

11. **Continuing Garnishment for Child Support** - Whenever, in violation of the terms of the order, 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.

12. **Income Deduction Order**

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. The *Income Deduction Order* shall take effect:

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

- () (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 OCGA §19-6-32 (f).

13. (a) **Support Not Modified** - This action is a modification action, but the order does not modify the amount of child support that was previously ordered for these children.

- () (b) **Support Amount Modified** - The order modifies the amount of child support that was previously ordered for these children. The basis for the modification is:
 - () (1) Substantial change in the income and financial status of the Father;
 - () (2) Substantial change in the income and financial status of the Mother;

- () (3) Substantial change in the needs of the Children;
- () (4) The noncustodial parent failed to exercise visitation provided under the prior order;
- () (5) The noncustodial parent has exercised more visitation than was provided in the prior order.

Parties' Consent - We knowingly and voluntarily agree on the terms of this order. Each of us affirms that the information we have provided in this Addendum is true and correct.

Father's Signature

Mother's Signature

ORDER

The Court has reviewed the foregoing *Child Support Addendum*, and it is hereby made the order of this Court.

This Order entered on _____, 20____ .

JUDGE
CHEROKEE COUNTY SUPERIOR
COURT, BLUE RIDGE JUDICIAL
CIRCUIT

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

Petitioner,

-vs-

CIVIL ACTION

Respondent.

FILE NO. _____

FINAL JUDGMENT AND DECREE

Upon consideration of this case and evidence submitted as provided by law, it is the judgment of the court that a total divorce be granted, that is to say a divorce a vinculo matrimonii, between the parties to the above-stated case upon legal principles.

It is considered, ordered, and decreed by the court that the marriage contract entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Petitioner and Respondent 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 Agreement entered into between the parties dated _____ and file on _____ is incorporated by reference and made a part of this Final Judgment and Decree. Each party are ORDERED and directed to comply with the terms and conditions.

The Court restores to Petitioner/Respondent her maiden name, to wit:

_____.

The Respondent/Petitioner is/are Ordered to attend the Families in Transition Seminar within 30 days of this Order or else be held in contempt.

Decree entered this ____ day of _____

JUDGE, CHEROKEE SUPERIOR COURT
Blue Ridge Judicial Circuit