

|  |   |                             |
|--|---|-----------------------------|
| <b>STATE OF HAWAI'I</b><br>FAMILY COURT<br>FIRST CIRCUIT | <b>DIVORCE DECREE</b><br><b>(With Children)</b> | CASE NUMBER<br><br>FC-D NO. |
|--|---|-----------------------------|

|                                   |   |
|-----------------------------------|---|
| _____<br>PLAINTIFF<br>(Full Name) | This document is prepared by<br><input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Atty. for Plaintiff <input type="checkbox"/> Atty. for Defendant |
| VS.                               | Name _____<br><br>Address _____<br><br>City, State, Zip _____<br><br>Phone _____  |
| _____<br>DEFENDANT<br>(Full Name) |   |

|                 |                                 |
|-----------------|---------------------------------|
| Presiding Judge | Date of Hearing/Review by Judge |
|-----------------|---------------------------------|

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. In this Divorce Decree, Plaintiff is referred to as  Husband  Wife, and Defendant is referred to as  Husband  Wife.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. **Decree:** A decree of divorce is granted to  Husband  Wife. The bonds of matrimony between Husband and Wife 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)
    - Husband  Wife shall pay to  Husband  Wife alimony of \$\_\_\_\_\_ per month, to be paid
      - in one amount of \$\_\_\_\_\_ by the \_\_\_\_ day of each month.
      - in two equal installments of \$\_\_\_\_\_ by the \_\_\_\_ and \_\_\_\_ days of each month.

Alimony shall continue for \_\_\_\_ months and terminate with the payment due \_\_\_\_\_ (Mo/Day/Yr) .  
 Alimony shall terminate upon the death of either Husband or Wife.  
 Alimony  shall  shall not terminate upon the recipient's remarriage.

4. The parties have \_\_\_\_ child(ren) together:

| <u>Name (first, middle, last)</u> | <u>Date of Birth</u> |
|-----------------------------------|----------------------|
| _____                             | _____                |
| _____                             | _____                |
| _____                             | _____                |
| _____                             | _____                |

5. **Custody:**
  - 5A. Legal Custody of the above-named minor child(ren) is:
    - Awarded to Husband
    - Awarded to Wife
    - Awarded to Husband and Wife, jointly.
    - Reserved for a court of competent jurisdiction.

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

- Awarded to Husband with a detailed visitation/time sharing schedule to Wife as described in paragraph 6.
- Awarded to Wife with a detailed visitation/time sharing schedule to Husband as described in paragraph 6.
- Awarded to Husband and Wife, jointly, with a visitation/time sharing schedule as described in paragraph 6B below.
- Reserved for a court of competent jurisdiction.

6. **Visitation/Time Sharing Schedule** shall be as follows:

- 6A. The parties shall arrange reasonable visitation.
- 6B. Visitation/time sharing schedule shall be as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6C. Supervised visitation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7.  Unless specified in paragraph 24 of this decree, Husband and Wife shall keep each other informed of his/her residence address and telephone number for so long as any child of the parties is a minor and for so long thereafter as there is a support order.

8. **Child Support:**

- 8A. Beginning with the first payment on the \_\_\_\_\_ day of \_\_\_\_\_, Husband shall pay to Wife for the support of the parties' child(ren) \$ \_\_\_\_\_ per child, for a total of \$ \_\_\_\_\_ per month.
- 8B. Beginning with the first payment on the \_\_\_\_\_ day of \_\_\_\_\_, Wife shall pay to Husband for the support of the parties' child(ren) \$ \_\_\_\_\_ 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 eighteen 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 as long as the child continues his or her education post-high school on a full-time basis at an accredited college or university or in a vocational or trade school.
- 8E. The Child Support Enforcement Agency (CSEA) is made a party for the limited issue 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 of Income Withholding which shall be filed with this decree.
- 9B. Direct Payment
  - Child support payments shall be paid by Husband directly to Wife.
  - Child support payments shall be paid by Wife directly to Husband.

In all direct payment cases, either Husband or Wife 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, 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 last known addresses as set forth in this Divorce Decree.

10. **Post-High School Education Support:**

- 10A. Husband shall pay \_\_\_\_% and Wife shall pay \_\_\_\_% of the educational expenses of the child(ren) for so long as the child(ren) is/are a full-time student at an accredited college or 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 24 below.
- 10C. For these purposes, educational expenses shall be defined to include tuition, fees and the costs of necessary books and other course materials.

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

- 11A. Husband shall maintain medical and dental insurance for the benefit of the child(ren).
- 11B. Wife shall maintain medical and dental insurance for the benefit of the child(ren).
- 11C. Husband 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 Husband and \_\_\_\_ % by Wife.
- 11D. Wife 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 Husband and \_\_\_\_ % by Wife.

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

- 12A. Husband shall maintain life insurance on his 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. Wife shall maintain life insurance on 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.
- 12C. If Husband or Wife dies without the required insurance, Husband's or Wife'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 Husband's or Wife'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 Savings, Checking, Credit Union Accounts and Securities (Stocks, Bonds, Mutual Funds, etc.):**

- 14A. There are none.
- 14B. Each is awarded those titled in their name alone.
- 14C. Husband is awarded: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 14D. Wife 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. Husband is awarded: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 15D. Wife is awarded: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 15E. Necessary transfer documents shall be signed no later than ten 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 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(ies) now held on his/her life, together with any cash value therein and subject to any debt thereon.

17C. The life insurance 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, Cemetary Plots or Niches, Tax Refunds Due, etc.):

19A. Each party is awarded the personal belongings and the household effects in his/her possession.

19B. Husband is awarded: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

19C. Wife is awarded: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**20. All Outstanding Debts:**

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

20B. There are no joint debts.

20C. Husband shall pay: \_\_\_\_\_  
\_\_\_\_\_.

20D. Wife shall pay: \_\_\_\_\_  
\_\_\_\_\_.

**21. Name Change:**

21A. Wife shall resume the use of her  birth surname  former married name and shall be known hereafter as \_\_\_\_\_  
(first, middle, last name)

21B. Husband shall resume the use of his  birth surname  former married name and shall be known hereafter as \_\_\_\_\_  
(first, middle, last name)

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

23.  **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 Chief Clerk shall have the same effect as if executed by the non-compliant party.

24. **Other:**

|      |       |
|------|-------|
| Date | Judge |
|------|-------|

APPROVED AS TO FORM AND CONTENT:

X \_\_\_\_\_  
 Signature of Plaintiff  
 SS#: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Employer's Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date Plaintiff Signed Decree: \_\_\_\_\_

X \_\_\_\_\_  
 Signature of Defendant  
 SS# \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Employer's Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date Defendant Signed Decree: \_\_\_\_\_

APPROVED AS TO FORM:

X \_\_\_\_\_  
 Signature of Attorney for Plaintiff  
 Name: \_\_\_\_\_

X \_\_\_\_\_  
 Signature of Attorney for Defendant  
 Name: \_\_\_\_\_