

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ JUDICIAL DISTRICT

\_\_\_\_\_ )  
 (Plaintiff) )  
 PLAINTIFF, )  
 Vs )  
 \_\_\_\_\_ )  
 (Defendant) )  
 DEFENDANT. )

Case No. \_\_\_\_\_

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER FOR DEFAULT JUDGMENT

1. The above-entitled action to establish parenting responsibility came on duly for review before the undersigned at the District Court, \_\_\_\_\_ County, North Dakota as a default matter.

2. The Plaintiff is self-represented. It appears to the Court that the Summons has been served upon the Defendant in accordance with the laws of the State of North Dakota. The Defendant failed to respond to the Summons in any manner. Therefore, Judgment by default may be entered.

3. The Court having been fully advised in this matter now makes the following Findings of Fact, Conclusions of Law and Order for Default Judgment:

**FINDINGS OF FACTS**

4. The Summons and Complaint were personally served upon Defendant on \_\_\_\_\_ as indicated by the proof of service on file herein.

5. The Plaintiff and Defendant are not spouses and have never been married.

6. Plaintiff, \_\_\_\_\_, is the mother **OR** father  
(choose one) of the minor child(ren).

Address: \_\_\_\_\_  
\_\_\_\_\_

Birth Year: \_\_\_\_\_ Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

7. Defendant, \_\_\_\_\_, is the mother **OR** father  
(choose one) of the minor child(ren).

Address: \_\_\_\_\_  
\_\_\_\_\_

Birth Year: \_\_\_\_\_ Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

8. Plaintiff lived in North Dakota for the entire six (6) months prior to commencement of this action or will have been a resident for six months prior to entry of judgment in this matter.

9. That no decree, judgment or order to establish parenting responsibility has been granted to either party against the other in any Court of competent jurisdiction of North Dakota or any other state, territory or country, and that there is no other action pending to establish parenting responsibility by either party against the other in any Court.

10. **Active Military Service** (choose one):

Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

**OR**

Plaintiff/ Defendant (*choose one*) is currently in the Armed Services of the United States of America or its allies but is not currently deployed or notified of deployment.

**11. The minor child(ren) of the Plaintiff and Defendant are as follows:**

a. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

(*Choose one.*)

The child has lived in \_\_\_\_\_ (*state*) for the last 6 months.

The child is less than 6 months old and has lived in \_\_\_\_\_ (*state*) since birth.

b. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

(*Choose one.*)

The child has lived in \_\_\_\_\_ (*state*) for the last 6 months.

The child is less than 6 months old and has lived in \_\_\_\_\_ (*state*) since birth.

c. Minor Child's Initials: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Last 4 Digits of Social Security Number: XXX-XX-\_\_\_\_\_

(*Choose one.*)

The child has lived in \_\_\_\_\_ (*state*) for the last 6 months.

The child is less than 6 months old and has lived in \_\_\_\_\_ (*state*) since birth.

**12. (*Choose one.*)**

The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

**OR**

North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: \_\_\_\_\_.

**13.** (Choose one.)

Plaintiff/  Defendant (choose one) is not pregnant.

**OR**

Plaintiff/  Defendant (choose one) is pregnant. However, the  Plaintiff/  Defendant (choose one) is not the father, and the child is not at issue in this proceeding.

**14. Residential responsibility:** It is in the best interests of the minor child(ren) that residential responsibility shall be (choose one):

Shared equally between the Plaintiff and the Defendant.

Primary residential responsibility shall be with the Plaintiff, subject to parenting time by the Defendant.

Primary residential responsibility shall be with the Defendant subject to parenting time by the Plaintiff.

**15. Parenting time:** It is in the best interests of the child(ren) that parenting time shall be (choose one):

Unsupervised.

Reserved until Defendant properly motions the court and establishes parenting time with Defendant is in the best interests of the child(ren).

Supervised because unsupervised parenting time is likely to endanger the child's physical or emotional health based on the following findings:

**16. Child support (choose one):**

There is a child support order already in existence. The case number is \_\_\_\_\_.

**OR**

There is no child support order already in existence.

**FROM THE ABOVE AND FOREGOING, the Court now makes and enters the following:**

**CONCLUSIONS OF LAW**

**17. JURISDICTION.** The District Court, \_\_\_\_\_ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, \_\_\_\_\_ County, North Dakota.

**18. PARENTING RIGHTS AND RESPONSIBILITIES DETERMINED.** The parenting rights and responsibilities, parenting time, and child support provisions are found to be in the best interests of the minor child(ren) of the parties. Accordingly, based upon the conclusion of the Court, Judgment shall be entered in the following form:

**19. PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.

- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

**20. PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 20 through 31 constitute the Parenting Plan.

**21. LEGAL RESIDENCE:** The legal residence of the minor children for school attendance shall be: \_\_\_\_\_

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**22. RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

**a. Residential Responsibility:** (*choose one*)

- Shared equally between the Plaintiff and the Defendant.
- Primary residential responsibility shall be with the Plaintiff, subject to parenting time by the Defendant.
- Primary residential responsibility shall be with the Defendant subject to parenting time by the Plaintiff.

**b. Parenting Time:** Plaintiff/Defendant (*choose one*) shall have parenting time as follows (*choose one*):

Unsupervised.

The issue of parenting time is reserved until Defendant properly motions the court and establishes parenting time with Defendant is in the best interests of the child(ren).

Supervised as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**c. Parenting Time Schedule** (*choose one*):

The issue of parenting time is reserved and no parenting time schedule is ordered.

The parenting time schedule is as follows:

Weekends: Alternating Other: \_\_\_\_\_

Weekdays: One night per week (\_\_\_\_\_) Other: \_\_\_\_\_

Holidays: \_\_\_\_\_  
\_\_\_\_\_

Days off from school: \_\_\_\_\_  
\_\_\_\_\_

Birthdays: Alternating the child(ren)'s birthdays: \_\_\_\_\_

Other: \_\_\_\_\_

Plaintiff's Birthday: \_\_\_\_\_

Defendant's Birthday: \_\_\_\_\_

Summers: \_\_\_\_\_  
\_\_\_\_\_

Vacations and Vacation Planning: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parenting time beginning date: \_\_\_\_\_

**d. Restrictions on Contact with the Child(ren):** Until further order of the Court, the

child(ren)'s time with Plaintiff/Defendant will be subject to the following

conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **23. LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME**

**MODIFICATIONS:** Modifications to residential responsibility and parenting time shall be governed by North Dakota Century Code Section 14-09-06.6 and the Uniform Child Custody Jurisdiction and Enforcement Act.

### **24. DECISION MAKING RESPONSIBILITY:**

**a. Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the child(ren) are in that parent's care.

**b. Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the child(ren) while the child(ren) reside with that



parent, except: \_\_\_\_\_  
\_\_\_\_\_

- c. **Daycare/Afterschool provider:** Daycare/afterschool provider will be designated by (choose one) Plaintiff / Defendant / Plaintiff and Defendant jointly.
- d. **Major Decisions:** Major decisions such as education, health care, and spiritual development, shall be made by (choose one) Plaintiff / Defendant / Plaintiff and Defendant jointly.
- e. **Both parents must consent** before any minor child will be permitted to \_\_\_\_\_  
\_\_\_\_\_

**25. INFORMATION SHARING AND ACCESS:**

- a. Both parents may have access to the child(ren)'s educational, medical, dental, religious, insurance and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school and related entities concerning the child(ren). Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the child(ren). If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.
- b. Both parents shall inform each other of address and phone number changes immediately. Both parents shall keep each other informed of the name and address of the school the child(ren) attend.
- c. The parent who has medical insurance coverage on the child(ren) shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of

insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.

d. Telephone access to the child(ren) shall be as follows: \_\_\_\_\_  
\_\_\_\_\_

e. Electronic access to the child(ren) shall be as follows: \_\_\_\_\_  
\_\_\_\_\_

**26. COMMUNICATION BETWEEN PARENTS:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child(ren)'s presence.

**27. TRANSPORTATION AND EXCHANGE ARRANGEMENTS:** *(select any that apply)*

When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) should be shared with pickup at \_\_\_\_\_ and drop off at \_\_\_\_\_.

Pick up at \_\_\_\_\_

Drop off at \_\_\_\_\_

Alternative Pick up/Drop off at \_\_\_\_\_

Any change in pick up or drop off location will be determined by: \_\_\_\_\_  
\_\_\_\_\_.

Other: \_\_\_\_\_  
\_\_\_\_\_.

**28. REVIEW AND ADJUSTMENT TO PARENTING PLAN:** When family necessities, illnesses, or commitments reasonably require, the parenting plan will be modified fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If Plaintiff and Defendant cannot agree, Plaintiff and Defendant will look to the dispute

resolution provisions in this document, or bring the matter to a parenting coordinator. Plaintiff and Defendant will review the parenting plan upon the following events:

*(Select any that apply.)*

- Plaintiff and Defendant may change this plan by agreement, but all changes must be in writing, signed, and dated by both.
- If either Plaintiff or Defendant intends to move more than \_\_\_\_\_ miles from their current residence.
- After recommendation of a professional (i.e. doctor, therapist, pastor).
- After arrest or criminal activity by one or both parties.
- Upon verified chemical abuse /relapse.
- Upon an agency or Court finding of child abuse or neglect by one or both parties.
- Upon a court finding of domestic violence by one or both parties.
- Prolonged lack of contact with the child.
- Other: \_\_\_\_\_

**29. OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD(REN):** Out of state relocation of the residence of the child(ren) shall be governed by North Dakota Century Code Section 14-09-07.

**30. DISPUTE RESOLUTION:**

a. In the event Plaintiff and Defendant are unable to resolve their differences with regard to the Parenting Plan, disputes shall be submitted to *(choose one)*:

- Counseling
  - Mediation
  - Other: \_\_\_\_\_
-

b. The cost of this process will be allocated between Plaintiff and Defendant as follows  
(choose one):

Plaintiff and Defendant shall each pay one-half.

As determined in the dispute resolution process.

Other: \_\_\_\_\_  
\_\_\_\_\_

c. A parent will begin the dispute resolution process by notifying the other parent by:  
\_\_\_\_\_

d. In the dispute resolution process with regard to the parenting plan, preference will be given to carrying out this Parenting Plan. Unless an emergency exists, Plaintiff and Defendant shall use the designated process to resolve disputes, except those related to financial support. If the court finds that Plaintiff or Defendant has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other party.

**31. COMPLIANCE:** After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

**32. CHILD SUPPORT:**

a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, (choose one)

A child support order already exists for the child(ren). The child support case number is \_\_\_\_\_. The existing child support payment amounts shall be incorporated into the judgment in this case.

Since primary residential responsibility shall be with Plaintiff, Defendant shall pay \$\_\_\_\_\_ per month as and for child support based on net monthly income of \_\_\_\_\_. Defendant's income was determined by (explain)

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

Since primary residential responsibility shall be with Defendant Plaintiff shall pay \$\_\_\_\_\_ per month as and for child support based on net monthly income of \_\_\_\_\_. Plaintiff's income was determined by (explain)

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

Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, and Defendant's net monthly income of \$\_\_\_\_\_ and child support obligation of \$\_\_\_\_\_, child support amounts will be offset for payment purposes.

The lesser obligation of \$\_\_\_\_\_ owed by Plaintiff/ Defendant (choose one) will be subtracted from the greater obligation of \$\_\_\_\_\_ owed by Plaintiff/ Defendant (choose one). Plaintiff/ Defendant (choose one) shall pay the difference of \$\_\_\_\_\_ per month.

(Continued on next page.)

If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

**b.** Child support shall commence (*choose one*)

As required by the existing child support order. The child support case number is \_\_\_\_\_.

Before the 10<sup>th</sup> day of each month starting with the month after the judgment is entered.

**c.** The support obligation of  Plaintiff/  Defendant (*choose one*) for the minor children shall continue (*choose one*):

As required by the existing child support order. The child support case number is \_\_\_\_\_.

Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support shall file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. A child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

**d.** Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.

- e. All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by case, money order, or certified check. Any child support payment made directly by the parent paying support to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.
- f. Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.
- g. Each party subject to this order shall provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:
- Social Security number;
  - Home address, mailing address, and any change of address;
  - Telephone number;
  - Driver license number;
  - Employer's name, address, and telephone number; and
  - Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

**33. MEDICAL SUPPORT:**

- a. **Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) shall provide satisfactory health

insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

Existing coverage (*choose if applicable*)

Plaintiff/  Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

**b. Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff shall pay \_\_\_\_\_% and the Defendant shall pay \_\_\_\_\_%.



Plaintiff and Defendant shall exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a monthly quarterly annual basis (*choose one*). Reimbursement shall be made to the other party within \_\_\_\_\_ days.

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

**34. CHILDCARE COSTS:** Plaintiff and Defendant shall divide childcare costs in the following way: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

**35. CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Each party shall execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

For each minor child, the child tax exemption shall be claimed according to the following schedule: **(P = Plaintiff, D = Defendant)**

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

**36. INCOME TAX RETURNS:**

- a. The parties shall share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.
- b. Each party shall execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.
- c. In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, shall supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

**37. EXECUTION OF REQUIRED DOCUMENTS:** The parties shall, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any documents.

**ORDER FOR JUDGMENT**

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Judge/Judicial Referee of District Court)

Civil No. \_\_\_\_\_