

## Read Before Filling Out The Judgment (Proposed) (Form 9)

Determining parenting rights and responsibilities between unmarried parents can have serious long-term legal consequences. It's strongly recommended that you [consult a lawyer](#) and carefully consider all of your options.

Only a lawyer who agrees to represent you can give you legal advice and tell you about your options based on your circumstances.

This Judgment (Form 9) is part of the *Filing for Parenting Responsibility Together* forms packet. You may use this forms packet if **All** of the following are true:

- The parents of the minor children have never been married to each other.
- Both parents are currently in communication with each other.
- Both parents agree on **All** issues. **Both parents must sign and date Forms 3 & 4.** (See *Forms 3 & 4 for the issues that you both must agree to in writing.*)
- All of the minor children have lived in North Dakota with a parent for at least the past 6 months (*or since birth*);

**\*or\***

Within the past 6 months, North Dakota was the home state of all of the minor children and one parent still lives in North Dakota.

- This is the only legal action in North Dakota, any other state, or tribe between the parents regarding your minor children.
- The father of the minor child(ren) is recognized as the father by a signed Acknowledgment of Paternity, a court order, or an adoption order.
- If either parent is currently in the military, they're not deploying or deployed.
- There's **no** domestic violence protection order or disorderly conduct restraining order currently in effect regarding either parent.

If any of the above don't apply to your situation, you can't use this form or this forms packet.

Read the instructions for the forms packet and this form **Before** filling out this Judgment (Form 9). If you're unsure how to proceed, [consult a lawyer](#).

**This form must be filled out completely.** If this form isn't filled out completely, it may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the parenting responsibility case determines the form is incomplete, your case may be dismissed.

# Filing for Parenting Responsibility Together

## Instructions for Form 9: Judgment

(Form 9: Judgment is part of the *Filing for Parenting Responsibility Together* packet of forms. [Review the instructions for the packet of forms.](#) You **must complete** the Settlement Agreement and Exhibit A: Parenting Plan before completing this form.)

**ND Legal Self Help Center Staff and Court employees can't help you fill out forms. If you're unsure how to proceed, consult a lawyer.**

**ND Legal Self Help Center forms aren't official court forms. Judges and courts aren't required to accept them. There's no guarantee Center forms will be accepted. Use at your own risk.**

**Don't include this instruction sheet when you serve or file the completed form.**

### **The Plaintiff & Defendant Must Work Together to Complete This Form:**

To complete this form you need your **completed Form 8: Findings of Fact, Conclusions of Law and Order for Judgment.**

**Top of form (Caption):** Fill in the caption exactly as you filled in the caption on *Form 3: Settlement Agreement.*

**Page 1 Introductory Paragraph:** Don't fill in any information. If the Court uses this form, the Clerk of Court will fill in the information in the introductory paragraph.

### **It is Ordered and Adjudged and Decreed as Follows: Paragraphs 1 – 21**

To complete this section of the form, refer to the "Conclusions of Law" section of your completed *Form 8: Findings of Fact, Conclusions of Law and Order for Judgment.*

Copy the information **Exactly** from each paragraph of the "Conclusions of Law" section of your completed *Form 8: Findings of Fact, Conclusions of Law and Order for Judgment* into the corresponding paragraphs of *Form 9: Judgment.*

### **Final Paragraph**

Leave this section blank. If the Court uses this form, the Clerk of Court will fill in the information and date and sign the form.

State of North Dakota

In District Court

County Of \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_  
Plaintiff, )

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

vs )

**Judgment**

\_\_\_\_\_  
Defendant. )

A Summons and Complaint for Parenting Responsibility brought under N.D.C.C. Chapter 14-09 were filed by the Plaintiff in the above-named Court.

Based on the written Settlement Agreement, and Exhibit A: Parenting Plan of the parties and upon all the pleadings and proceedings, the Court makes the following:

A hearing was held \_\_\_\_\_, by the Honorable \_\_\_\_\_ District Judge, in the District Court, \_\_\_\_\_ County, North Dakota. Plaintiff

did  did not appear personally. Defendant  did  did not appear personally. The Court

having reviewed the Settlement Agreement, and Exhibit A: Parenting Plan signed by both

parties have been submitted to the Court, and being fully advised in the premises, and having

made its Findings of Fact, Conclusions of Law and Order for Judgment:

**It is Ordered and Adjudged and Decreed as Follows:**

1. **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.

2. **Parenting Responsibility Established And Court Approval:** The Plaintiff is awarded a Judgment Establishing Parenting Responsibility, all in accordance with the provisions of the North Dakota Century Code.

3. **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 must 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.

4. **Parenting Plan:** As required by North Dakota Century Code § 14-09-30, the Parenting Plan is set forth in Exhibit A: Parenting Plan. Exhibit A is incorporated by reference into this Judgment.

5. **Child Support:** In accordance with the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7 (*choose one; Paragraph 5 continues on page 3*):

**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*):

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**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*):

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

6. **Deviation from child support calculator** (*Choose one*)

**Does not apply.** A child support order already exists for the child(ren)

**The child support amount listed in Paragraph 5 does not deviate** from the child support calculator.

**The child support amount listed in Paragraph 5 deviates** from the child support calculator.

\$\_\_\_\_\_ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because (*explain*): \_\_\_\_\_

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and is in the best interests of the child(ren) because (*explain*): \_\_\_\_\_

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Additional sheets are attached. (*Choose if applicable*)

7. **Child support shall begin** (*choose one*):

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

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

8. The support obligation of (*choose one*) Plaintiff/ Defendant 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 must 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. Unless the step-down child support obligation is specified in Paragraph 9, a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

9. Step-down child support obligation (*choose one; Paragraph 9 continues on page 6*):

**Does not apply.** A child support order already exists for the child(ren).

**Does not apply.** This Judgment applies to one minor child of Plaintiff and Defendant.

**Plaintiff and Defendant reserve the step-down child support obligation issue.**

Plaintiff and Defendant have \_\_\_\_\_ minor children together, to which this Judgment applies. **The step-down child support obligation is:**

After child support terminates for one child, (*choose one*) Plaintiff/Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 7 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 7 **until** child support terminates for a second child.

After child support terminates for two children, (*choose one*) Plaintiff/ Defendant shall pay \$\_\_\_\_\_ child support per month. The first payment is due on the day indicated in Paragraph 7 on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Paragraph 7 **until** child support terminates for a third child.

Additional sheets are attached. (*Choose if applicable*)

10. 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.

11. All child support payments must be made through the North Dakota State Disbursement Unit (SDU), P.O. Box 7280, Bismarck, ND 58507-7280 in a form acceptable to the SDU for forwarding to the parent receiving support. Any child support payment made directly 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.

12. This order subjects the income of the parent paying support to immediate income withholding, regardless of whether their support payment is delinquent.

13. 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.

14. Each party subject to this order must 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 (*Paragraph 14 continues on page 7*):

- Social Security number;
- Home address, mailing address, and any change of address;
- Telephone number;



- Driver license number;
- Employer’s name, address, and telephone number;
- Electronic mail address; 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.

15. **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) must 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) must 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) must notify Child Support when the health insurance is obtained and must include:

- a. Name of insurance company;
- b. Name of policyholder;
- c. Policy number; and
- d. Date insurance coverage started.

(Choose if applicable) Existing coverage: (choose one) Plaintiff/ Defendant currently provides medical coverage of the minor child(ren) and must continue to provide coverage as long as it is available at a reasonable cost.

16. **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 must pay \_\_\_\_\_% and the Defendant must pay \_\_\_\_\_%.

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

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

17. **Childcare Costs (Paragraph 17 continues on page 9):** Plaintiff and Defendant must divide childcare costs in the following way:

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18. **Child Tax Exemption:** Only one party may claim a deduction for each child on their income tax return. Each party must 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

Additional sheets are attached. (*Choose if applicable*)

The parent who provided health insurance coverage for the minor child for \_\_\_\_\_% or more of the tax year shall claim the child tax exemption for that child.

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

19. **Income Tax Returns** (*Paragraph 19 continues on page 10*): The parties agree to 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. Each party must 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.

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, must 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.

20. **Execution Of Required Documents:** The parties must, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment.

21. **Waiver Of Counsel: The parties acknowledged to the Court that each has the right to be represented by a lawyer or his or her choice.** The parties expressly waived that right and freely and voluntarily entered into the Settlement Agreement which became a basis for the Judgment.

**Witness** the hand and seal of this Court in the City of \_\_\_\_\_,  
State of North Dakota, on \_\_\_\_\_, Clerk of the District Court,  
County of \_\_\_\_\_.

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*(Clerk of the District Court)*

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