

# **Divorce with Minor Children Packet**

## **GENERAL COMMENTS**

In the State of Georgia, if you want to end your marriage, you must file a *Complaint for Divorce* in Superior Court. You can hire a lawyer to assist or you can represent yourself in court. Divorce is complicated. It is strongly recommended that you speak with a lawyer before filing any case with the Court or signing any agreements.

Please note that the law may change at any time, which may cause these forms to become outdated. The forms in this packet are only samples and will not necessarily be appropriate for your exact situation. Any person or entity using these forms does so AT THEIR OWN RISK.

## **LEGAL RESOURCES**

State law O.C.G.A. § 15-19-51 prohibits court personnel (including staff attorneys, law clerks, calendar clerks, and staff of the Clerk's Office, Sheriff's Office or Law Library) from answering legal questions or giving legal advice.

Before filing the case, you should attend the **Family Law Workshop**, a FREE presentation by an attorney that explains the court process for family law cases. The Workshop is offered monthly. For Workshop schedules and to register visit [www.cherokeega.com/Court-Administrators-Office](http://www.cherokeega.com/Court-Administrators-Office).

## **ADDITIONAL COURT REQUIREMENTS**

The Court requires contested cases be referred to the Alternative Dispute Resolution Office for **mediation**. Fees apply. For more information on mediation, call the ADR Office at 770-535-6909 or go to [www.adr9.com](http://www.adr9.com).

The **Co-Parenting Seminar** is a four-hour required seminar. Each parent must take this class, which costs \$55 per person. For Co-Parenting Seminar class schedules and to register, call the ADR Office at 770-535-6909 or visit [www.adr9.com](http://www.adr9.com).

## FREQUENTLY ASKED QUESTIONS

### 1. Which forms do I need for a divorce?

This packet contains commonly required forms for a divorce case. The forms required will vary depending on your situation. If you are filing a new case, then you are the “Plaintiff” and your spouse is the “Defendant.” A general outline of forms is included below:

#### **Forms Needed to Start the Case**

- Complaint for Divorce with Minor Children, with Verification
- Summons
- Case Filing Information Form
- Standing Order (Issued by the Court)
- Poverty Affidavit (Only for those who cannot afford to pay the filing fees; See “Poverty Affidavit” Packet)

#### **Options for Service (Choose One)**

- Entry of Service by the Sheriff’s Office (Filed by Sheriff’s Office)
- Acknowledgement of Service (Signed/Notarized by the Defendant/Spouse)
- Service by Publication (See “Service by Publication” Packet)

#### **Forms Needed before Court Hearing**

- Settlement Agreement with Minor Children (if applicable)
- Domestic Relations Financial Affidavit (if applicable)
- Child Support Worksheet (See FAQ #2 below)
- Parenting Plan
- Certificate of Attendance for Family Law Workshop
- Certificate of Attendance for Co-Parenting Seminar

### 2. How do I complete the Child Support Worksheet?

To complete a Child Support Worksheet, you must use the online calculator at <https://csconlinecalc.georgiacourts.gov>. For resources on how to use the calculator, visit <https://csc.georgiacourts.gov/training/child-support-calculator-training-for-parents/>.

### **3. What if I cannot afford to pay the filing fees or the fees for mediation and the Co-Parenting Seminar?**

If you are indigent and cannot afford the fee to file the divorce case, you may use the "Poverty Affidavit" packet to request that the Court waive the fee.

If you are indigent and cannot afford the fees for mediation or the Co-Parenting Seminar, you may ask the ADR Office to apply for a fee waiver.

### **4. How do I file documents?**

Type your forms or write legibly in black ink. Many forms must be signed in front of a Notary Public, who verifies the signer's photo identification. Do not sign until you are with the Notary.

The Superior Court Clerk of Cherokee County handles documents that are filed into Superior Court cases. You may file documents directly with the clerk's office. Also, you may file some documents online at <https://efilega.tylertech.cloud>.

### **5. How do I contact the Superior Court Clerk's Office?**

The Superior Court Clerk of Cherokee County is located on the first floor at 90 North Street, Canton, GA 30114. The phone number is 678-493-6475, and the website is [www.cherokeecourtclerk.com](http://www.cherokeecourtclerk.com).

### **6. What is a Standing Order?**

A Standing Order is usually issued by the Court when a divorce is filed. It both requires and prohibits certain actions by the spouses. It is important to read the Standing Order carefully.

### **7. How do I get a hearing scheduled?**

Some divorces need a temporary hearing so that a Judge can issue an order addressing temporary issues such as child support, custody, and who gets to stay in the marital home while the divorce case is pending. A final hearing is where the Judge issues a permanent order addressing all issues in the divorce.

To get a hearing scheduled, contact the clerk's office or the office of the Judge assigned to your case. Every Judge handles scheduling differently. If you and your spouse have reached a settlement agreement and have filed all necessary documents, you may be able to get scheduled on the uncontested court calendar.

Bring copies of all legal documents as well as proof of current income to all hearings. Be on time and dress appropriately. Allow time for parking, getting through security, and finding the correct courtroom.

## **8. How do I serve the Defendant?**

Before a divorce case can proceed, the Plaintiff must serve the Defendant as required by law. If the Defendant agrees, the Defendant can sign an "Acknowledgment of Service" in front of a notary and return that form to the Clerk. Alternatively, the Sheriff's Office can personally serve the Defendant. Finally, there are some situations that allow you to serve the Defendant by publishing a notice in the newspaper. For that process, see the "Service by Publication" Packet.

## **9. What if I am the Defendant in a divorce case?**

If you are the Defendant in a divorce, meaning that your spouse filed the divorce, you should file an Answer or an Answer and Counterclaim if you wish to contest the case. Please see the "Divorce with Minor Children Answer Packet."

## **10. How long will the divorce case take?**

It is impossible to specify how long your case will take. All situations are different. The location and cooperativeness of the parties are factors, as are complete and proper preparation of documents and court caseloads.

## General Civil and Domestic Relations Case Filing Instructions

1. Provide the class of court and county in which the case is being filed.
2. Provide the plaintiff's and defendant's names.
3. Provide the plaintiff's attorney's name and State Bar number. If you are representing yourself, provide your own name and check the self-represented box.
4. Provide the primary type of case by checking only *one* appropriate box. Cases can be either general civil or domestic relations and only *one* type of primary case within those categories. Check the case type that most accurately describes the primary case. If applicable, check one sub-type under the primary case type. If you are making more than one type of claim, check the case type that involves the largest amount of damages or the one you consider most important. See below for definitions of each case type.
5. Provide an answer to the four questions by checking the appropriate boxes and/or filling in the appropriate lines.

### Case Type Definitions

#### General Civil Cases

**Automobile Tort:** Any tort case involving personal injury, property damage, or wrongful death resulting from alleged negligent operation of a motor vehicle.

**Civil Appeal:** Any case disputing the finding of a limited jurisdiction trial court, department, or administrative agency.

**Contempt/Modification/Other Post-Judgment:** Any case alleging failure to comply with a previously existing court order, seeking to change the terms of a previously existing court order, or any other post-judgment activity in a general civil case.

**Contract:** Any case involving a dispute over an agreement between two or more parties.

**Garnishment:** Any case where, after a monetary judgment, a third party who has money or other property belonging to the defendant is required to turn over such money or property to the court.

**General Tort:** Any tort case that is not defined or is not attributable to one of the other types of torts listed.

**Habeas Corpus:** Any case designed to review the legality of the detention or imprisonment of an individual, but not the question of his or her guilt or innocence.

**Injunction/Mandamus/Other Writ:** Cases involving a written court order directing a specific person to perform or refrain from performing a specific act.

**Landlord/Tenant:** Any case involving a landlord/tenant dispute if the landlord removed a tenant and his or her property from the premises or placed a lien on the tenant's property to repay a debt.

**Medical Malpractice Tort:** Any tort case that alleges misconduct or negligence by a person in the medical profession acting in a professional capacity, such as doctors, nurses, physician's assistants, dentists, etc.

**Product Liability Tort:** Any tort case that alleges an injury to a person was caused by the manufacturer or seller of an article due to a defect in, or the condition of, the article sold or an alleged breach of duty to provide suitable instructions to prevent injury.

**Real Property:** Any case involving disputes over the ownership, use, boundaries, or value of land.

**Restraining Petition:** Any petition for a restraining order that does not result from a domestic altercation or is not between parties in a domestic relationship.

**Other General Civil:** Any case that does not fit into one of the other defined case categories in which a plaintiff is requesting the enforcement or protection of a right or the redress or prevention of a wrong.

#### Domestic Relations Cases

**Adoption:** Cases involving a request for the establishment of a new and permanent parent-child relationship between persons not biologically parent and child.

**Contempt:** Any case alleging failure to comply with a previously existing court order. If the contempt action deals with the non-payment of child support, medical support, or alimony, also check the corresponding sub-type box.

**Dissolution/Divorce/Separate Maintenance/Alimony:** Any case involving the dissolution of a marriage or the establishment of alimony or separate maintenance.

**Family Violence Petition:** Any case in which a protective order from a family member or domestic partner is requested.

**Modification:** Any case seeking to change the terms of a previously existing court order. If the modification deals with custody, parenting time, or visitation, also check the corresponding sub-type box.

**Paternity/Legitimation:** Cases involving establishment of the identity and/or responsibilities of the father of a minor child or a determination of biological offspring.

**Support – IV-D:** Cases filed by the Georgia Department of Human Services to request maintenance of a minor child by a person who is required under Title IV-D of the Social Security Act of 1973 (42 USC §§ 651-669b) to provide such maintenance.

**Support – Private (non-IV-D):** Cases filed to request maintenance of a parent/guardian or a minor child by a person who is required by a law other than Title IV-D of the Social Security Act of 1973 (42 USC §§ 651-669b) to provide such maintenance.

**Other Domestic Relations:** Domestic relations cases that do not adequately fit into any of the other case types, including name changes.

**Please note:** This form is for statistical purposes only. It shall have no legal effect in a case. The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or court rules. Information on this form will not be entered into evidence.



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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p style="text-align: center;"><b>Plaintiff,</b></p> <p style="text-align: center;">v.</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <p style="text-align: center;"><b>Defendant.</b></p>	<p><b>Civil Action</b> <b>File No.:</b> _____</p>
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**COMPLAINT FOR DIVORCE WITH MINOR CHILDREN**

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 Plaintiff 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 is the named Defendant in this action.

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

- (a) The Defendant is a resident of Cherokee County and is subject to the jurisdiction of this Court.
  
- (b) The Defendant is no longer a Cherokee County resident, but still lives in Georgia. The Defendant and I lived together in Cherokee County at the time we separated. I still reside in Cherokee County, and the Defendant has only moved away from Cherokee County within the past six months before the date of my filing this action.

- (c) The Defendant is a Georgia resident but does not live in Cherokee County. I live in Cherokee County and the Defendant has acknowledged service of process and consented to the jurisdiction and venue of this Court.
- (d) The Defendant 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 Defendant lives in the state of \_\_\_\_\_ and the Defendant was formerly a resident of the State of Georgia and is subject to the personal jurisdiction of the Court under Georgia's Long Arm Statute, OCGA § 9-10-91(5).
  - (2) The Defendant lives in the state of \_\_\_\_\_ and the Defendant has never resided in the State of Georgia.
  - (3) The Defendant 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 Defendant's whereabouts are unknown to me. I am filing my Affidavit of Diligent Search with this Complaint, and incorporate it here by reference.

3. **Service of Process:** The Defendant 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 Defendant has acknowledged service of process. I am filing the Acknowledgment of Service (which has been signed by the Defendant) with this Complaint.
- (b) The Defendant may be served by the Sheriff's Office at the Defendant's residence/work address, which is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) The Defendant 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 office of the county where the Defendant resides.

(d) The Defendant's whereabouts are unknown to me. I am filing my Affidavit of Diligent Search with this Complaint. The Defendant 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 Defendant's last known address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Date of Marriage:**

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

(a) The Defendant and I were lawfully married on \_\_\_\_\_.

(b) The Defendant and I are married by common law because we lived together and held ourselves out as husband and wife before January 1, 1997, beginning on \_\_\_\_\_.

5. **Date of Separation:** The Defendant 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 Defendant 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 Complaint.

7. **Minor Children:** *[Check all that apply. If there are no minor children, you may use a different form, which is much shorter.]*

(a) The Plaintiff Defendant is pregnant.  
The baby is due on \_\_\_\_\_.

(b) The Plaintiff Defendant is the biological parent of (or has legally adopted) the minor child(ren) listed below who was/were born before or during the marriage:

Name of Child	Sex	Year of Birth	Lives with (Plaintiff, Defendant, other)

(c) The Plaintiff Defendant **is not** the biological parent of the minor child(ren) listed below who was/were born before or during the marriage:

Name of child	Year of Birth	Name and address of Biological Parent

8. **Children's Current Residence:**

Children's current address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

County: \_\_\_\_\_

The child(ren) has/have lived at this address since approximately (month and year): \_\_\_\_\_

9. **Children's Past Residences:**

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

<b>Dates at Address</b>	<b>Address</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

10. **People With Whom Children Have Lived:**

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

<b>Name of Person</b>	<b>Current Address</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. **Other Court Cases About Children:**

*[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 children in this or any other state.
  
- (b) I have participated in other litigation concerning the custody of the minor children 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:

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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 of any proceeding that could affect this case, including proceedings for enforcement and proceedings relating to family violence, protective orders, termination of parental rights, and adoptions in this or any other state.
  
- (b) I have information about a proceeding that could affect this case, including proceedings for enforcement and proceedings relating to family violence, protective orders, termination of parental rights, or adoptions in this or another state. The court, the case number, and the nature of the proceeding are as follows:

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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 children or who claims to have custody or visitation rights with respect to the children.

(b) I know of someone who is not a party to this case, who has physical custody of the children or who claims to have custody or visitation rights with respect to the children. The names and current addresses of the person(s) are as follows:

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14. **Child Custody and Visitation:** I am a fit and capable parent, and I believe that the following custody arrangement is in the best interests of the children:  
*[Check only one of the following, either (a), (b), (c), (d) or (e).]*

(a) I should have legal and physical custody.

(b) The Defendant and I should share joint legal custody but I should have primary physical custody and the Defendant should have visitation.

(c) The Defendant and I should share joint legal custody but the Defendant should have primary physical custody and I should have visitation.

(d) Other custody arrangement:

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(e) The Plaintiff Defendant is not the biological or adoptive parent of the children listed in Paragraph 7(c) and his legal rights to these children should be terminated.

15. **Child Support:** *[Check only one of these, either (a), (b) or (c).]*
- (a) The Defendant has income or is capable of earning sufficient money to support the minor children, and the Defendant should be ordered to pay child support.
  - (b) I have income or am capable of earning sufficient money to support the minor children, and I should be ordered to pay child support.
  - (c) The issue of child support cannot be decided in this action because the Court does not have personal jurisdiction over the Defendant.
16. **Health Insurance for Children:** *[Check only one of these, either (a), (b), (c) or (d).]*
- (a) The Defendant should be ordered to maintain a policy for medical, dental and hospitalization insurance for the minor children.
  - (b) I already provide health insurance for the children, and the Defendant should be required to reimburse me for a fair share of the cost each month.
  - (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 Defendant.
17. **Other Medical Expenses for Children:** *[Check only one of these, (a), (b), (c) or (d).]*
- (a) The Defendant should be responsible for all expenses incurred for the children's medical, dental and hospital care that are not covered by insurance.
  - (b) The Defendant and I should share the cost of expenses incurred for the children'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 children cannot be decided in this action because the Court does not have personal jurisdiction over the Defendant.

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

- (a) The children depend on the Defendant for support, and therefore the Defendant should maintain a policy of insurance on the Defendant's life for the benefit of the minor children. The Defendant should maintain the policy for so long as at least one of the children 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 children cannot be decided in this action because the Court does not have personal jurisdiction over the Defendant.

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

- (a) I am financially dependent on the Defendant and need the Court to order the Defendant 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 Defendant.

20. **Marital Property:** *[Check only one of these, either (a), (b), (c) or (d).]*

- (a) The Defendant and I have already divided our marital property, and we are both satisfied with the division.
  - All of our property is listed on our Settlement Agreement.
- (b) The Defendant and I have not obtained any property during our marriage.
- (c) The Defendant and I have obtained the following property during our marriage, and I am asking for a fair division of this property:
  - All of our property is listed on a separate sheet attached to this Complaint.
  - All of our property is listed below: *[Check and complete all that apply.]*

House (address): \_\_\_\_\_  
\_\_\_\_\_

Other Real Estate (address): \_\_\_\_\_  
\_\_\_\_\_

Mobile Home (year, model): \_\_\_\_\_

Pension(s) Plaintiff's, worth: \_\_\_\_\_

Defendant's worth: \_\_\_\_\_

Motor Vehicles: *Year, Make, Model*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank Accounts: *Name of Institution, Type of Account*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 Defendant.

21. **Joint or Marital Debts:** [*Check only one of these, either (a), (b), or (c).*]

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

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

Creditor	Balance	Who Should Pay

- Listed on separate paper attached to this Complaint
- Listed in the signed Settlement Agreement

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

22. **Restraining Order Where Violence Has Occurred:** *[Check only if applicable.]*

There is a history of physical violence by the Defendant toward me, and I am afraid that the Defendant 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.]*

I am asking the Court to restore my former or maiden name, which is:

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24. **Grounds for Divorce:** *[Check all that you can prove at trial.]*

My grounds for divorce from the Defendant are:

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

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

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(c) **Adultery:** The Defendant had sexual intercourse with someone else during our marriage.

(d) **Desertion:** The Defendant has intentionally and continually deserted me for at least a year.

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

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FOR THESE REASONS, I REQUEST THE FOLLOWING RELIEF:

[Check **all** that apply.]

- (a) That process and summons issue as provided by law;
- (b) That Defendant be served with a copy of this Complaint;
- (c) That I be granted a total divorce from the Defendant;
- (d) That the Settlement Agreement signed by the parties be incorporated into the Final Judgment and Decree of Divorce;
- (e) That custody and visitation for the children be ordered according to Paragraph 14;
- (f) That child support, health insurance, medical expenses and life insurance for support of the children be ordered according to Paragraphs 15, 16, 17 and 18;
- (g) That the Defendant 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 Defendant 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 temporary relief I have requested;
- (m) That the Court issue its Standing Order;
- (n) That the Court order any and all other relief that the Court finds appropriate.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Plaintiff, *Self-Represented*

Name [print or type]: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

<hr/> <p style="text-align: center;"><b>Plaintiff,</b></p> <p style="text-align: center;">v.</p> <hr/> <p style="text-align: center;"><b>Defendant.</b></p>	<p><b>Civil Action</b> <b>File No.:</b> _____</p>
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**VERIFICATION**

I am the Plaintiff filing this action. I swear or affirm that I have read the *Complaint for Divorce with Minor Children* and that the facts contained within my *Complaint* are true and correct.

\_\_\_\_\_  
*[Sign in front of notary]* Plaintiff, Self-Represented

Name [print or type]: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

SWORN AND AFFIRMED before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**Plaintiff:** \_\_\_\_\_

**and**

**Defendant:** \_\_\_\_\_

**Civil Action File No.:** \_\_\_\_\_

**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, 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*.

If a hearing has already been scheduled in this case, you must appear at that scheduled hearing, regardless of whether the 30 days for filing an answer has elapsed.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Patty Baker,  
Clerk of Superior Court

By \_\_\_\_\_  
Clerk

To Defendant upon whom this *Complaint* is served:

This copy of *Complaint and Summons* was served upon you, \_\_\_\_\_, 20\_\_\_\_\_.

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

<hr/> <p style="text-align: center;"><b>Plaintiff,</b></p> <p>v.</p> <hr/> <p style="text-align: center;"><b>Defendant.</b></p>	<p><b>Civil Action</b></p> <p><b>File No.:</b> _____</p>
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**ACKNOWLEDGMENT OF SERVICE**

I am the Defendant in this case. I hereby acknowledge that I have received a copy of the *Complaint for Divorce with Minor Children*, and the following other documents:

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I waive formal process, but I do not waive further notice, or my right to raise any defenses I may have in this action. Should further notice be required for any reason, the notice should be mailed to me at the address below.

\_\_\_\_\_  
*[Sign in front of notary]* Defendant, Self-Represented

Name [print or type]: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

SWORN AND AFFIRMED before  
me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

<b>Plaintiff:</b> _____  <b>and</b>  <b>Defendant:</b> _____	<b>Civil Action File No.:</b> _____
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**DOMESTIC RELATIONS FINANCIAL AFFIDAVIT**

(1) Your Name:		Your Age:
Spouse's Name:		Spouse's Age:
Date of Marriage:	Date of Separation:	
Names and ages of children for whom support is to be determined in this action:		
Name	Age	Resides with
Names and ages of your other children:		
Name	Age	Resides with
<b>(2) SUMMARY OF YOUR INCOME AND NEEDS: (fill out this part after you complete pages 2-5)</b>		
(A) Gross Monthly Income (from Item 3A below)		\$
(B) Net Monthly Income (from Item 3B below)		\$
(C) Average Monthly Expenses (Item 5A below)		\$
Monthly Payments to Creditors (Item 5B below)		\$
Total Monthly Expenses & Payments to Creditors (Item 5C below)		\$

**(3) (A) YOUR GROSS MONTHLY INCOME: (Complete this section or attach Child Support Schedule A).**  
 (All income must be entered based on monthly average regardless of date of receipt. Where applicable, income should be annualized)

Salary or Wages — ATTACH COPIES OF 2 MOST RECENT WAGE STATEMENTS	\$
Commissions, Fees & Tips	\$
Income from self-employment, partnership, close corporations and independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING YOUR CALCULATIONS	\$
Rental income (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING YOUR CALCULATIONS	\$
Bonuses	\$
Overtime Payments	\$
Severance Pay	\$
Recurring Income from Pensions or Retirement Plans	\$
Interest and Dividends	\$
Trust Income	\$
Income from Annuities	\$
Capital Gains	\$
Social Security Disability or Retirement Benefits	\$
Worker's Compensation Benefits	\$
Unemployment Benefits	\$
Judgments from Personal Injury or Other Civil Cases	\$
Gifts (cash or other gifts that can be converted to cash)	\$
Prizes & Lottery Winnings	\$
Alimony and maintenance from persons not in this case	\$
Assets that are used for support of family	\$
Fringe Benefits (if significantly reduce living expenses)	\$
Any Other Income (Do not include means-tested public assistance, such as TANF or food stamps.)	\$
<b>TOTAL Gross Monthly Income</b> (also write in 2A on page one)	\$
(3)(B) Net Monthly Income From Employment (deducting only state and federal taxes and FICA) (also write in 2B on page one)	\$

Your Pay Period (i.e., monthly, weekly, etc.):	Number of Exemptions Claimed by You for Tax Purposes:
--	--

**(4) ASSETS**

*(List all assets here, including both non-marital and marital property. If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column and state the amount and the basis: pre-marital, gift, inheritance, source of funds, etc. The total value of each asset must be listed in the "value" column. "Value" means what you feel the item of property would be worth if it were offered for sale.)*

Description	Value	Separate Asset of Plaintiff	Separate Asset of Defendant	Basis of the Claim (pre-marital, gift, inheritance, etc.)
Cash	\$	\$	\$	
Stocks, Bonds	\$	\$	\$	
CD's / Money Market Accounts	\$	\$	\$	
Bank Accounts (list each account below):				
(1)	\$	\$	\$	
(2)	\$	\$	\$	
(3)	\$	\$	\$	
Retirement Pensions, 401(k), IRA or Profit-Sharing	\$	\$	\$	
Money Owed to You (or Spouse)	\$	\$	\$	
Tax Refund Owed to You	\$	\$	\$	
Real Estate (list properties & mortgages):				
Home	\$	\$	\$	
Debt owed on Home	\$			
Other Real Estate	\$	\$	\$	
Debt owed on Other Real Estate	\$			
Automobiles / Vehicles (list vehicles & amounts owed on each one):				
(1)	\$	\$	\$	
Debt owed on Vehicle (1)	\$			
(2)	\$	\$	\$	
Debt owed on Vehicle (2)	\$			

<b>(4) ASSETS (continued)</b>				
<b>Description</b>	<b>Value</b>	<b>Separate Asset of Plaintiff</b>	<b>Separate Asset of Defendant</b>	<b>Basis of the Claim (pre-marital, gift, inheritance, etc.)</b>
Life Insurance (net cash value)	\$	\$	\$	
Furniture / Furnishings	\$	\$	\$	
Jewelry	\$	\$	\$	
Collectibles	\$	\$	\$	
Other Assets (specify):	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	

**(5)(A) AVERAGE MONTHLY EXPENSES FOR YOU AND YOUR HOUSEHOLD**

<b>HOUSEHOLD EXPENSES</b>			
Mortgage or Rent Payments	\$	Gas	\$
Property taxes	\$	Repairs & Maintenance	\$
Homeowner's / Renter's Insurance	\$	Lawn Care	\$
Electricity	\$	Pest Control	\$
Water	\$	Cable TV / Internet Access	\$
Garbage & Sewer	\$	Misc. Household & Grocery Items	\$
Telephones		Meals Outside Home	\$
Residential Lines	\$	Other (specify)	\$
Cellular Telephones	\$		\$
<b>AUTOMOTIVE</b>			
Gasoline & Oil	\$	Auto Tags / Registration / License	\$
Repairs & Maintenance	\$	Insurance	\$
<b>OTHER VEHICLES (boats, trailers, RVs, etc.)</b>			
Gasoline & Oil	\$	Tags / Registration / License	\$
Repairs & Maintenance	\$	Insurance	\$

<b>CHILDREN'S EXPENSES</b>			
Child Care (total monthly cost)	\$	Allowance	\$
School Tuition	\$	Children's Clothing	\$
Tutoring	\$	Diapers	\$
Private lessons (e.g., music, dance)	\$	Medical, Dental, Prescriptions (out-of-pocket uncovered expenses)	\$
School Supplies / Expenses	\$	Grooming / Hygiene	\$
Lunch Money	\$	Gifts from children to others	\$
Other Educational Expenses (list type & amount):		Entertainment	\$
_____	\$	Activities (including extra-curricular, school, religious, cultural, etc.)	\$
_____	\$	Summer Camps	\$
<b>OTHER INSURANCE</b>			
Health Insurance	\$	Life Insurance	\$
Children's portion:	\$	Relationship of Beneficiary:	
Dental Insurance	\$	Disability Insurance	\$
Children's portion:	\$	Other Insurance (specify)	\$
Vision Insurance	\$		\$
Children's portion:	\$		\$
<b>YOUR OTHER EXPENSES</b>			
Dry Cleaning & Laundry	\$	Publications	\$
Clothing	\$	Dues, Clubs	\$
Medical / Dental / Prescription (out-of-pocket uncovered expenses)	\$	Religious & Charities	\$
Your Gifts (special holidays)	\$	Pet expenses	\$
Entertainment	\$	Alimony Paid to Former Spouse	\$
Recreational Expenses (e.g., fitness)	\$	Child Support Paid for other children	\$
Vacations	\$	Date of initial CS order:	
Travel Expenses for Visitation	\$	Other (attach sheet to list)	\$
<b>TOTAL ABOVE MONTHLY EXPENSES</b> (also write on first line of 2C on page one)			<b>\$</b>

<b>(5)(B) YOUR PAYMENTS &amp; DEBTS TO CREDITORS</b>					
To Whom	Balance Due	Monthly Payments	(Please check one)		
			Joint	Plaintiff	Defendant
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
<b>Total Monthly Payments to Creditors</b> (also write this total on line 2 of 2C on page one)				\$	
<b>(5)(C)TOTAL MONTHLY EXPENSES</b> ( <i>Total Expenses plus Total Monthly Payments to Creditors above</i> ) (also write this total on last line of 2C on page one)				\$	

Personally appeared before me, an officer authorized to administer oaths, the undersigned affiant, who upon being sworn, swears that he/she is legally competent to make this affidavit, that the affidavit is based upon personal knowledge, and that the contents of the affidavit are true.

\_\_\_\_\_  
 (Sign in front of Notary)     Plaintiff, *Self-Represented*     Defendant, *Self-Represented*

Name (print or type): \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Sworn to and affirmed before me, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**  
 My commission expires: \_\_\_\_\_  
 (Notary Seal)

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

\_\_\_\_\_  
**Plaintiff,**  
v.  
\_\_\_\_\_  
**Defendant.**

**Civil Action  
File No.:** \_\_\_\_\_

**SETTLEMENT AGREEMENT WITH MINOR CHILDREN**

This is an agreement between \_\_\_\_\_ (referred to herein as "Plaintiff")  
and \_\_\_\_\_ (referred to herein as "Defendant").

The parties are married but currently separated; and they have \_\_\_\_\_ minor children together who are listed  
below:

Child's Name	Year of Birth

The parties want to settle between themselves all questions of custody, visitation, child support, insurance, alimony, division of property, debts, and all other rights and obligations arising out of their marital relationship.

THEREFORE, in consideration of the mutual promises and declaration in this agreement, the parties agree as follows:

**1. Separation**

The parties shall continue to live apart and each one shall be free from all interference and control by the other, as fully as if unmarried, and each may reside at such places as s/he may choose.

**2. Custody and Visitation**

*[Note: The Parenting Plan must be filed in all cases involving child custody unless waived by the Court.]*

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

### 3. Child Support, Health Insurance, and Health Care Expenses

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

- (a) Gross Income – Plaintiff’s gross monthly income (before taxes), is \$ \_\_\_\_\_; the Defendant’s gross monthly income (before taxes) is \$ \_\_\_\_\_.
- (b) Child – The number of children for whom support is being provided under this order is \_\_\_\_\_. Their names and years of birth are:

Child’s Name	Year of Birth

- (c) Attachments – The *Child Support Worksheet* and *Schedules* are attached hereto, along with any other applicable schedules.
- (d) Child Support Amount – The \_\_\_\_\_ shall pay to the \_\_\_\_\_ for the support of the minor children, the sum of \$ \_\_\_\_\_ per month, beginning with a payment of \$ \_\_\_\_\_ on the first (1<sup>st</sup>) day of each and every month thereafter until the minor children reach the age of majority, become self-supporting, marry, die, no longer reside with the \_\_\_\_\_, or are otherwise emancipated, whichever of these events shall first occur. PROVIDED HOWEVER, that if at the time the parties’ child attains eighteen (18) years of age, s/he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time as said children graduate from high school, are no longer enrolled full time and progressing normally, or attain the age of twenty (20) years, whichever first occurs.
- (e) Deviation from Presumptive Amount

*[Check and complete **only one** of the following choices.]*

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

(f) Health, Dental & Vision Insurance for Children

*[Check and complete all parts of **only one** of the following choices.]*

- (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 (18), dies, marries, or otherwise becomes emancipated; except that if the children becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the children until the child has graduated from secondary school or reaches twenty (20) years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

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

- (b) Insurance Not Available – Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for the 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 3(f)(a)(1) and (2) shall apply.

- (g) Uninsured Health Care Expenses – Plaintiff shall pay \_\_\_\_\_% and Defendant 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 thirty (30) days after receiving the verification of a particular health care expense.

- (h) Parenting Time Amounts – The approximate number of days of parenting time per year according to the visitation order is \_\_\_\_\_ days for Plaintiff and \_\_\_\_\_ days for Defendant.

- (i) 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.

(j) Income Deduction Order

[Check and complete **only one** of the following choices.]

- (a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:
- [To finish (a), you must check (1) **or** (2) as follows. **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 O.C.G.A. § 19-6-32(f).
- (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the child's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

**4. Alimony**

[Check and complete **only one** of the following choices.]

- (a) The \_\_\_\_\_ shall pay to the \_\_\_\_\_ as alimony, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  monthly/  semi-monthly/  bi-weekly/  weekly, beginning on \_\_\_\_\_, and continuing
- monthly/  semi-monthly/  bi-weekly/  weekly thereafter,
- (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.

**5. Property Division**

[Check and complete **only one** of the following choices.]

- (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 possess various items of marital property, which shall be divided as provided in this *Settlement Agreement*. The parties agree to transfer possession and title to their property as follows:
- (1) Marital Home – The marital home of the parties, located at the following address: \_\_\_\_\_
- \_\_\_\_\_
- Shall be conveyed to the \_\_\_\_\_ in fee simple. The legal description of the property appears on the deed, a copy of which is attached to this *Settlement*

*Agreement.* The \_\_\_\_\_ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of \_\_\_\_\_.

(A) The \_\_\_\_\_ shall have a protected interest in the home in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Upon the sale or transfer of the home, the protected interest shall be paid.

(B) The \_\_\_\_\_ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the \_\_\_\_\_ shall no longer be liable on the mortgage loan(s). If the \_\_\_\_\_ 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) Vehicles – The vehicles owned by the parties shall be transferred or retained as follows:

Year/Make/Model of Vehicle	Vehicle ID # (VIN)	Goes To

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:

\_\_\_\_\_, 20\_\_\_\_.

(3) 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 Plaintiff, as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To Defendant, as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Except as otherwise specifically provided in this *Agreement*, the transfers listed above shall be completed no later than \_\_\_\_\_, 20\_\_, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to 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*.

**6. Debts**

*[Check and complete only one of the following choices.]*

- (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:

Creditor	Amount	Responsible Party

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.

**7. 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 U.S.C. § 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be non-dischargeable in bankruptcy under 11 U.S.C. § 523(a)(15).

**8. Consent Mutual Restraining Order**

*[This paragraph is optional. Check the box if the paragraph is applicable to your situation.]*

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

**9. 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. They have agreed to enter into this *Agreement* based on their knowledge of the income and assets of the parties and their written statement in this *Agreement*. After considering all of this, they have decided to enter into this *Agreement* freely and voluntarily.

**10. 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.

**11. 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.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

Sworn to and affirmed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_.

Sworn to and affirmed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires: \_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires: \_\_\_\_\_  
(Notary Seal)

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

\_\_\_\_\_  
**Plaintiff,**  
v.  
  
\_\_\_\_\_  
**Defendant.**

**Civil Action  
File No.:** \_\_\_\_\_

**PARENTING PLAN**

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_, the parents of the minor children whose names and birth years 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 children's lives will be in the children's best interest;
- (b) the children's needs will change and grow as the children mature;
- (c) each parent shall make decisions regarding the day-to-day care of a child while that child is residing with that parent, including any emergency decisions affecting the health or safety of the children; decisions that affect the other parent's parenting time shall be communicated promptly; and
- (d) both parents will have access to all the children'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**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- **Primary Physical Custody**

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- **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:

- |                                   |                                    |                                    |
|-----------------------------------|------------------------------------|------------------------------------|
| <b>Non-emergency health care</b>  | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| <b>Education</b>                  | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| <b>Religious upbringing</b>       | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| <b>Extracurricular activities</b> | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| _____                             | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| _____                             | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |
| _____                             | <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |

- **Parenting Schedule**

If the parties cannot otherwise agree, during the term of this parenting plan, the non-custodial parent or in joint custodial arrangements the  Plaintiff /  Defendant, shall have at a minimum the following parenting time:

- 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 \_\_\_\_\_, 20\_\_\_\_\_.
  - Each \_\_\_\_\_ starting at \_\_\_\_\_  a.m./  p.m. and ending at \_\_\_\_\_  a.m./  p.m.
  - Other: \_\_\_\_\_
- 
- Weekday times include:
    - None
    - Every \_\_\_\_\_ evening.
    - Every other \_\_\_\_\_ evening during the week prior to a non-visitation weekend.
    - Every \_\_\_\_\_ and \_\_\_\_\_ evening.
    - Other: \_\_\_\_\_

For the purposes of this Parenting Plan, a weekend will start at  a.m./  p.m. on  Thursday/  Friday/  Saturday/  Other: \_\_\_\_\_ and end at \_\_\_\_\_  a.m./  p.m. on  Sunday/  Monday/  Other: \_\_\_\_\_.

Weekday time will begin at \_\_\_\_\_  a.m./  p.m. and will end at \_\_\_\_\_ p.m. when the children return(s) to school or day care the next morning.

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

This parenting schedule begins \_\_\_\_\_, 20\_\_\_\_ or on the date of the Court's Order.

- **Fall Vacation**

The day-to-day schedule shall apply except as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_\_.

- **Winter Vacation**

The  Plaintiff /  Defendant shall have the children for the first period from the day and time school is dismissed until December \_\_\_\_\_ at  a.m./  p.m. in  odd numbered year/  even number years/  every year.

The other parent will have the children for the second period from the day and time indicated above until \_\_\_\_\_ at  a.m./  p.m. The parties shall alternate the first and second periods each year. Or, the parties have chosen a different winter vacation plan as set out here:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- **Spring Vacation**

The day-to-day schedule shall apply except as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_\_.

- **Summer Vacation**

The day-to-day schedule shall apply except as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_\_.

**Note:** Parents will confer with each other by \_\_\_\_\_ each year to confirm school breaks/vacations and by \_\_\_\_\_ to determine summer parenting schedule.

- **Special Days and Holidays**

Indicate whether the child will be with the parent in ODD or EVEN number years or EVERY year:

Holiday	Plaintiff	Defendant	Start/Stop Time
Martin Luther King Jr. Day			
President's Day			
Mother's Day			
Father's Day			
July Fourth			
Labor Day			
Halloween			
Thanksgiving Day and Friday			
Child's Birthday			
Free School Days			
Plaintiff's Birthday			
Defendant's Birthday			
Religious Holidays			
Other			

- **Schedule Conflicts**

When holiday parenting times conflict with extended/summer parenting time:

- 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:

- 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 children between the parents shall take place as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Payment of long distance transportation costs, if applicable, will be paid by:  Plaintiff/  Defendant /  both equally.

Long distance for purposes of transportation are defined as: \_\_\_\_\_

Other transportation arrangements (Example: disabled parent, parent without a valid driver's license, other approved drivers, etc.): \_\_\_\_\_

Should the parent picking up the children 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 a delay by not having the children 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  30 days/  60 days/  90 days/  180 days prior to the date of moving.

- **Communication Access**

The parents agree that when the children reside with one parent, the other parent will have the right to unimpeded telephone conversations with the children as follows: *[Check all that apply.]*

- Unrestricted telephone access during reasonable hours and of reasonable duration.
- \_\_\_\_\_ telephone calls to the children per day/week with the duration of each call not to exceed \_\_\_\_\_ minutes within the following time consideration: \_\_\_\_\_
- The children are allowed to call either parent at any time.
- Other agreed provisions for telephone/e-mail access: \_\_\_\_\_

- **Other Parenting Time Provisions and 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 children while they are in the other parent's household.

When making childcare arrangements while the children are with them, parents agree to the following (Ex: age before children will be left alone, appropriate caregivers, right of first refusal to provide care, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Excluding any agreed limitation on access rights below, both parents will have access to the children's records and information, including but not limited to education, health, extracurricular activities and religious communications. Agreed limitations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Plaintiff/  Defendant will notify school authorities where children are enrolled each year to list both parents to receive all notifications and reports.

Each parent shall promptly notify the other parent of any information received through the children concerning parent meetings, reports, school activities in which the children 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 children.

Additional agreements: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• **Supervised Parenting Time**

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

Place: \_\_\_\_\_

Person/Organization supervising: \_\_\_\_\_

Responsibility for cost:       Plaintiff       Defendant       both equally

Any transition to alter supervised parenting would require \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

• **Modification of Plan**

Over time, as the children's and families' circumstances/needs change, parties may, by mutual agreement, vary the parenting schedule. Such altered agreements 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 provisions of this *Parenting Plan Agreement*, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
(Sign your name before Notary) **Plaintiff, Self-Represented**

Name (print or type): \_\_\_\_\_

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

Daytime Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Sworn to and affirmed before me, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_

(Notary Seal)

**I have read, understand, and agree to each of the provisions of this *Parenting Plan Agreement*, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
(Sign your name before Notary) **Defendant, Self-Represented**

Name (print or type): \_\_\_\_\_

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

Daytime Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Sworn to and affirmed before me, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_

(Notary Seal)

## General Civil and Domestic Relations Case Disposition Form Instructions

1. Provide the class of court and county in which the case is being disposed.
2. Provide the plaintiff's and defendant's names.
3. Provide the reporting party (the individual completing the form).
4. Provide the attorneys' names and State Bar numbers. If parties represented themselves, provide their names and check the self-represented box.
5. Provide the manner of disposition by checking the appropriate box. See below for definitions.
6. Provide an answer to the three questions by checking the appropriate boxes.

### Manner of Disposition Definitions

**Jury Trial:** Cases in which a jury is impaneled to determine the issues of fact in the case. A jury trial should be counted when the jury has been sworn, regardless of whether a verdict is reached.

**Bench/Non-Jury Trial:** Cases in which a judge or judicial officer is assigned to determine both the issues of fact and law in the case. A bench/non-jury trial should be counted when the first evidence is introduced, regardless of whether a judgment is reached.

**Non-Trial Disposition:** Cases in which the disposition does not involve either a jury trial or a bench trial.

**Alternative Dispute Resolution:** If a case was disposed of via a non-trial disposition and the method of disposition was alternative dispute resolution. If this box is checked, then the Non-Trial Disposition box must also be checked. Only check if the whole case was resolved via alternative dispute resolution.

# General Civil and Domestic Relations Case Disposition Information Form

Superior or  State Court of \_\_\_\_\_ County

## For Clerk Use Only

Date Disposed \_\_\_\_\_  
MM-DD-YYYY

Case Number \_\_\_\_\_

Case Style \_\_\_\_\_

### Plaintiff(s)

\_\_\_\_\_  
Last First Middle I. Suffix Prefix

### Defendant(s)

\_\_\_\_\_  
Last First Middle I. Suffix Prefix

Reporting Party \_\_\_\_\_

Plaintiff's Attorney \_\_\_\_\_ State Bar Number \_\_\_\_\_ Self-Represented

Defendant's Attorney \_\_\_\_\_ State Bar Number \_\_\_\_\_ Self-Represented

### Manner of Disposition

#### Check Only One

- Jury Trial
- Bench/Non-Jury Trial
- Non-Trial Disposition, such as:
  - Alternative Dispute Resolution

- Check if any party was self-represented at any point during the life of the case.
- Check if the court ordered an interpreter for any party, witness, or other involved individual.
- Check if the case was referred/ordered to a court-annexed alternative dispute resolution process.