

Filed in District Court  
State of Minnesota  
Dated 2-28-19

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF SHERBURNE

TENTH JUDICIAL DISTRICT

IN RE THE MARRIAGE OF:

Court File No. 71-FA-19-63

Aaron Michael Imholte,

Petitioner,

and

Ashley Ann-Maciej Imholte,

Respondent.

**STIPULATED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, ORDER FOR  
JUDGMENT, JUDGMENT AND  
DECREE**

(Gen. R. Prac. Rule 308.04)

This proceeding for dissolution of marriage came before the undersigned Judge of District Court at the Sherburne County Courthouse, in the City of Elk River, State of Minnesota.

Petitioner and Respondent have reached an agreement for marital termination. These Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree incorporated the stipulated facts and terms of the parties' agreement. A signed Acknowledgement regarding this agreement is also included in this document.

**FINDINGS OF FACT**

1. INFORMATION ABOUT PETITIONER. Petitioner's true and correct name is Aaron Michael Imholte. Petitioner has not been known by any other name. He is 32 years old, having been born on December 24, 1986. Petitioner resides at 20491 June Grass Drive in the City of Big Lake, Sherburne County, Minnesota 55309. Petitioner is represented by Casey C. Kolb, of KELM & REUTER, P.A., located at 1287 2<sup>nd</sup> Street North, Sauk Rapids, Minnesota 56379. Petitioner is the Husband.

2. INFORMATION ABOUT RESPONDENT. Respondent's true and correct name is Ashley Ann-Maciej Imholte. Respondent has previously gone by the name Ashley Ann Maciej. She is 30 years old, having been born on December 2, 1988. Respondent resides at 20491 June Grass Drive in the City of Big Lake, Sherburne County, Minnesota 55329. Respondent is currently unrepresented by an attorney. Respondent is the Wife.

3. OUR MARRIAGE. Petitioner and Respondent were married on the 22<sup>nd</sup> day of September, 2012, in the City of Mounds View, County of Ramsey, State of Minnesota, Country of United States of America.

4. 180 DAY REQUIREMENT. Petitioner and Respondent have been residents of the State of Minnesota for at least 180 days prior to the commencement of this proceeding.

5. ARMED FORCES. Neither Petitioner nor Respondent are an active duty member of the armed forces.

6. MARRIAGE CANNOT BE SAVED. There has been an irretrievable breakdown of the marriage relationship and the marriage between Petitioner and Respondent cannot be saved.

7. OTHER PROCEEDINGS. There is no action for marriage dissolution, legal separation, custody, paternity or annulment already stated by Petitioner or Respondent in the State of Minnesota or elsewhere. Additionally, the County has not started a Support case involving Petitioner and Respondent or their children.

8. PROTECTION OR HARASSMENT ORDER. An *Order for Protection or Harassment/Restraining Order* has not been issued regarding Petitioner and Respondent.

9. MINOR CHILDREN. The parties have two (2) minor children born of their marriage, namely:

(a) Charlotte Imholte. This child was born on March 20, 2014.

(b) Louis Imholte. This child was born on December 15, 2016.

10. PREGNANCY. Respondent is the wife in this marriage and is pregnant.

11. CUSTODY. It is in the children's best interests and we agree that joint legal and joint physical custody be granted to the parties.

12. PARENTING TIME. It is in the best interests of the children that parenting time is unsupervised for both parties.

13. PUBLIC ASSISTANCE FROM STATE OF MINNESOTA. Neither party currently receives, nor has applied for, any public assistance.

14. SUPPLEMENTAL SECURITY INCOME (SSI). Neither party currently receives, nor has applied for, Supplemental Security Income (SSI).

15. PETITIONER'S EMPLOYMENT/INCOME. Petitioner is employed by Tri-County Broadcasting, Inc. which has a place of business located in Sauk Rapids, Minnesota. The Petitioner's Parental Income for Determining Child Support (PICS) is \$6,166.00.

16. RESPONDENT'S EMPLOYMENT/INCOME. Respondent is employed by Universal Tool and Molding, Inc. which has as place of business located in Zimmerman, Minnesota. The Respondent's Parental Income for Determining Child Support (PICS) is \$2,383.00.

17. CHILDCARE COSTS. There are no childcare costs for minor children at this time.

18. HEALTH CARE COVERAGE. The parties do not receive Minnesota Care or Medical Assistance.

A. Medical Insurance. The Petitioner has medical insurance through his employment. The cost for Petitioner's insurance coverage is \$200.00 per month for single coverage and \$400.00 per month for family coverage. The family covered by this insurance.

B. Dental Insurance. The parties do not have dental insurance coverage in place at this time.

19. BASIC SUPPORT. Husband shall pay basic support to the other party in the amount of \$800.00 per month. This amount is a downward deviation from guidelines. The parties agree that this amount adequately meets the needs of the children and is in the best interests of the children.

20. SPOUSAL MAINTENANCE. Neither party is in need of spousal maintenance. The parties asserted to the Court that they are capable of providing for their own support, that they have made a full disclosure to the other of their financial circumstances and their abilities to be self-supporting, that they waive any right to temporary or permanent spousal maintenance, that they desire to divest the Court of any further jurisdiction over spousal maintenance, and further that they have an agreed upon valuable and mutual consideration for these waivers.

The Court finds that the stipulations of the parties are fair and equitable, and that the property settlement and mutual promises of the parties constitute sufficient consideration for the waiver of maintenance and the waiver of the Court's jurisdiction to modify spousal maintenance. The Court accepts and adopts the stipulations and agreements of the parties and specifically finds that they constitute a waiver and divestiture of jurisdiction of the Court in compliance with the case of Karon v. Karon and its progeny and Minnesota Statute.

21. VEHICLES. Both Petitioner and Respondent own a vehicle.

22. MARITAL PROPERTY. The marital property has already been divided in a manner satisfactory by the Petitioner and Respondent.

23. CASH & ACCOUNTS. Petitioner and Respondent have money in banks, savings, cash or investments.

24. BUSINESS INTEREST. Petitioner and Respondent do not have an interest in a business.

25. REAL PROPERTY – LAND, BUILDINGS, CONTRACTS FOR DEED. The parties have an interest in real property located at 20491 June Grass Drive, in the City of Big Lake, County of Sherburne, State of Minnesota, legally described as follows:

Lot Nineteen (019), Block Three (003) of Prairie Meadows Second Addition, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Sherburne County, Minnesota.

Parcel ID# 65-537-0338

Said homestead was purchased in 2017, for the sum of \$234,000.00. Said premises is presently encumbered by a mortgage having an approximate balance of \$200,000.00 and a monthly payment on said mortgage of \$1,400.00. Said property has a fair market value of \$270,000.00.

26. RETIREMENT/INVESTMENT ACCOUNTS. Petitioner and Respondent each have an individual Edward Jones account.

27. DEBTS. The parties have the following debts and financial obligations incurred during their marriage:

- A. Chase credit card, which is in Petitioner's name and has a current balance of \$4,000.00; and

B. Wings Financial, which is in Respondent's name and has a current balance of \$24,500.00.

28. NAME CHANGE. Neither person wants to change his/her name.

**BASED UPON THE ABOVE INFORMATION**, the parties agree that the Court shall make the following:

**CONCLUSIONS OF LAW**

1. The bonds of matrimony between Petitioner and Respondent are dissolved, so they are single and not married.

2. CUSTODY. It is in the best interests of the parties' minor children, Charlotte Imholte, born on March 20, 2014, and Louis Imholte, born on December 15, 2016, to grant custody, as defined by the factors stated in Minnesota Statute, as follows:

A. LEGAL CUSTODY. Petitioner and Respondent are awarded joint legal custody of their minor children.

(i) The parties shall have a joint obligation and the right to make major decisions regarding the medical, education, and religious upbringing of the children, as well as, equal access to information concerning their children.

(ii) NOTICE IS HEREBY GIVEN TO THE PARTIES: Each party has the right to access to and receive copies of school, medical, dental, religious training, and other important records and information about the minor children. Presentation of a copy of this order to the custodian of a record or other information about the minor children constitutes sufficient authorization for the release of the record or information to the requesting party.

Each party shall keep the other party informed as to the name and address of the school officials and about the children's welfare, educational progress and status, and each party shall be allowed to attend school and parent/teacher conferences. The school is not required to hold a separate conference for each party.

In case of an accident or serious illness of a minor child, each party shall notify the other party of the accident or illness, the name of the health care provider, and the place of treatment.

B. **PHYSICAL CUSTODY.** Petitioner and Respondent are awarded joint physical custody of their minor children.

C. **PARENTING SCHEDULE.** The parties are encouraged to communicate and cooperate to establish a parenting schedule that is in the children's best interests. If the parties cannot agree on a parenting schedule in the future, the following schedule shall apply and neither party will have the option to deviate from it, absent written agreement of the parties, or further Order of the Court:

(i) **Children's Primary Residence.** Neither party shall move the permanent residence of the children to another State, except with the written consent of the other party, or upon further Order of the Court.

(ii) **Parenting Time.** The parties wish to maximize the available parenting time and continue an equal parenting time schedule with the children. The parties shall rotate spending every other weekend from Friday at 12:00 p.m. to Sunday at 6:00 p.m. with the children. During the week, Petitioner shall have parenting from 12:00 p.m. until 6:00 p.m. and Respondent shall have parenting time from 6:00 p.m. until 12:00 p.m. This schedule results in the Petitioner having 40% of parenting time and Respondent having 60% of parenting time.

The parties will work together and recognize the need for age appropriate flexibility for Emily, once she is born (i.e. nap time, feeding, etc.). Respondent shall have all overnights for the first year of her life, unless the parties agree otherwise or further order of the Court. Respondent shall make a good-faith effort to bottle feed Emily so as to accommodate the Petitioner in his parenting time.

(iii) **Vacations.** The parties are entitled to up to ten (10) days of additional uninterrupted parenting time each year for vacations. The days cannot be scheduled more than one year in advance and must be taken in two five (5) day blocks that do not interfere with the other parent's weekend, nor holiday scheduled time. The party desiring the vacation shall provide the other party with at least thirty (30) days' notice, in writing, of his/her intention on exercising said parenting time. If both parties desire the same

day for vacations, Petitioner is awarded the days in odd years and Respondent is awarded the days in even years.

- (iv) Holidays. The parties will work together to alternate holiday parenting time with the children.
- (v) Schooling/School Breaks. Every year around September 1<sup>st</sup>, the parents will look at a school schedule to determine the dates the children have off from school. Both parties have the option of having access to the children for one-half of these vacations. The parties shall alternate picking dates with the Respondent picking the first day, then Petitioner may pick a day, and continue alternating picks until all of the dates are selected. The parties will discuss their intentions regarding these vacations and the dates they desire the children and have the dates selected, in writing, by October 1<sup>st</sup>.
- (vi) First Right to Care for Children. If the minor children are going to be in the care of a third person for more than a twelve (12) hour block of time, the "off duty" parent shall have the first option to care for the children during that time, rather than a third person care provider.
- (vii) Telephone Contact. Both parties shall be allowed reasonable telephone access to the children while they are in the care of the other parent.
- (viii) Transportation. The parties will share equally in transporting the children for parenting time exchanges. The exchanges shall take place in the City of Becker, Minnesota.
- (ix) Family Events. Both parties will be flexible with each other in making the children available for weddings, reunions, funerals, and other major family events.
- (x) Changes in Schedule. Any changes to the scheduled parenting times should be made no later than one week before the scheduled times, except in emergencies.
- (xi) Respect of Other Parent. Neither of the parties, nor their respective significant others, shall personally speak ill of the other party, degrade the other party or make derogatory comments or remarks about the other party in the children's presence.
- (xii) Rights of Parents. The children's biological parents are the only individuals with any legal rights to the parties' children and no individual shall attempt to limit Petitioner's or Respondent's access to the children absent Court approval.

Additional information concerning child custody is included in "Appendix A" and "Appendix B", which are incorporated herein by reference.

3. RESOLUTION OF CONFLICT. The parties shall promptly submit to mediation any claim or controversy arising under the Order which cannot be resolved by the parties through direct communication.

- (a) Definition of Mediation. Mediation is a voluntary process entered into by the parties. In this process, the parties continue direct communication but with the assistance of a neutral person who is the mediator, and the mediator has no authority to require any concession or agreements. A good faith effort shall be made to resolve any claim or controversy arising between the parties.
- (b) Selection of Mediator. The mediator shall be named by the mutual agreement of the parties or by obtaining a list of five qualified persons and by alternately striking names.
- (c) Duties and Responsibilities of Mediator. The mediator shall have the duty and responsibility to assist the parties in resolving all issues submitted for mediation.
- (d) Duties of Parties. Both parties shall cooperate and in good faith attempt to resolve the matter(s) in dispute with the assistance of a mediator.
- (e) Payment of Costs. Both parties shall share the mediator's fees and disbursements equally unless they mutually agree otherwise. The mediator shall provide the parties with his/her fee and disbursement schedule in advance of mediation.
- (f) Confidentiality and Privilege. Within the limits of the law, the mediator will accord confidentiality and privilege to all communications with the parties.
- (g) Restrictions. The mediator shall not participate as a witness, collateral contact, or attorney in a custody or parenting time study or inquiry involving the other party. Further, neither party may ever call the mediator as a witness to testify in any proceeding involving their children or the subject matter of the mediation.

- (h) Compromise or Offers of Compromise during Mediation or Arbitration. State statute shall be applicable through the entire process of mediation.
- (i) Applicability of Dispute Settlement Procedures. The above procedure(s) shall apply to any claims or controversies regarding custody/parenting time.
- (j) Exhaustion of Remedies. The above procedure shall be followed before either party may apply to the Court for relief.

4. FINANCIAL SUPPORT FOR THE MINOR CHILDREN. The combined Parental Income for Determining Child Support (PICS) is \$8,549.00. There are two (2) joint children and zero (-0-) non-joint children. The parties have a responsibility to support the children in the following four sections: A. Basic Support, B. Insurance, C. Extracurricular/Activity Expenses, and D. Childcare Expenses and no one section is superior to the other.

The parties have not needed the assistance of the County to exchange money to support their children in the past, and therefore, the County need not monitor, nor collect, financial support for this case unless and until one of the parties becomes more than five (5) days late with the support, then a party may request the assistance of the County. The Petitioner is to make payments directly to Respondent by depositing or establishing direct deposit/transfer, into a bank account the Petitioner selects.

A. Basic Support. The parties agree that given the parties current and respective financial situations that for the downward deviation is appropriate and in the children's best interest as the Petitioner will be paying all the children's healthcare costs. As such, beginning February 1, 2019, Petitioner shall pay to Respondent the sum of \$800.00 per month as and for basic support, payable on or before the 1<sup>st</sup> day of each month. Support payments shall commence immediately following the entry of Judgment and Decree and shall continue until the

children attain the age of 18, or 20 if still attending high school, become emancipated, marry, die, enter the military service, or is/are no longer a "child" within the meaning of Minnesota Statute.

As soon as any of the foregoing events occur for one of the parties' minor children, child support shall decrease in the amount then payable to reflect the change from two to one child, and shall continue at that level, subject to cost of living adjustments, until the parties' remaining minor child reaches the age of majority within the meaning of Minnesota Statute.

Support ordered herein may be adjusted periodically based on a change in the cost-of-living, effective on the first day of the first month following the entry of the Judgment and Decree herein, as provided in Minnesota Statute. The amount of the adjustment will be determined by using the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index, Minneapolis/St. Paul for all Urban Consumers (CPI-U). Any cost-of-living adjustment provided for herein will be compounded.

B. Insurance. Petitioner shall continue to ensure that a medical and hospitalization insurance plan is in place for the minor children. The Petitioner is responsible for 100% of the cost of any co-pays, any uninsured or unreimbursed medical, dental, orthodontic, optometric (eye glass and contact lenses), pharmaceutical and counseling expenses for the parties' minor children.

C. Extracurricular/Activity Expenses. Both parties are equally responsible for the children's extracurricular expenses and activities (i.e. tuition, school pictures, school lunches, sport activities, field trips, activity fees, driver education, etc.). If the expense is in excess of \$50.00 (\$25.00 each parent) for the activity/season/contract term, both parties must agree, in writing, prior to binding the other party. If one party pays for the entire expense, then the other party shall pay their equal share to the party who paid the entire sum within thirty (30) days from

receiving a receipt or a copy of a statement from the person/organization providing the service verifying the amount paid.

D. Childcare Expenses. The parties do not incur childcare expenses at this time.

Additional information concerning financial support is included in "Appendix A," which is incorporated herein by reference.

The responsibility to financially support the child(ren) is set forth in all four sections: A. Basic Support, B. Insurance, C. Extracurricular/Activity Expenses, and D. Childcare Expenses and no one section is superior to the other. A parent's responsibility under one section may be off-set with an over payment under another section.

5. CLAIMING THE CHILD ON TAXES. The Petitioner shall be allowed to claim Louis Imholte on his state and federal income tax returns for each and every year, conditioned on the fact that he is current on his obligations to financially support the children by December 31<sup>st</sup>. The Respondent shall be allowed to claim Charlotte Imholte on her state and federal income tax returns for each and every year, conditioned on the fact that she is current on her obligations to financially support the children by December 31<sup>st</sup>. If one party is not current on their obligation to financially support the children by December 31<sup>st</sup>, then and in that event, the failing party forfeits their right to claim either child on their state and federal income tax returns for that tax year and the other party may claim both of the minor children.

The parties shall rotate claiming Emily Imholte on their state and federal income tax returns every other year, with the Respondent being able to claim Emily Imholte for the first year

and every odd numbered tax year thereafter. Petitioner shall be able to claim Emily Imholte for the following year, and every even numbered tax year thereafter.

If either party is not current on their obligations to financially support the children, or are not current on their other Court ordered financial obligations regarding the children by December 31st, then and in that event, the failing party forfeits his/her right to claim any child on his/her state and federal income tax returns for that tax year and the other party may claim all of the minor children.

When one party is no longer able to claim a child on his/her state and federal income tax returns then the parties shall rotate, on an alternating year basis, equally dividing claiming the remaining eligible child(ren) on their state and federal income tax returns so that each party claims one child each year. When only one remaining eligible child remains, the parties shall rotate claiming that child with the Respondent being able to claim the remaining eligible child for the first year after the happening of said event and then the Petitioner claiming the child for a year and so on. Each year the party not allowed to claim the child on their tax returns shall sign a written declaration conforming to the regulations set forth by the IRS that they will not claim the child for that taxable year as outlined in this section. That party shall then deliver to the other party the signed declaration no later than the fifteenth day of January following said taxable year.

#### 6. SPOUSAL MAINTENANCE.

Petitioner waives and is forever barred from receiving any spousal maintenance whatsoever from Respondent, and this Court is divested from having any jurisdiction whatsoever to award temporary or permanent spousal maintenance to Petitioner, now or in the future. This

includes all rights to modification of maintenance including, but not limited to, all rights provided under Minnesota Statute.

Respondent waives and is forever barred from receiving any spousal maintenance whatsoever from Petitioner, and this Court is divested from having any jurisdiction whatsoever to award temporary or permanent spousal maintenance to Respondent, now or in the future. This includes all rights to modification of maintenance including, but not limited to, all rights provided under Minnesota Statute.

By waiving their right to receive maintenance, the parties divest the Court of jurisdiction to modify maintenance in the future. Consideration for the agreement to divest jurisdiction is the parties' mutual waiver of past, present, and future maintenance based on the property distribution as set forth herein.

The following accurately describes the parties: (1) each party has fully disclosed to the other the nature, extent and value of each of their assets; (2) the terms of this agreement, which are to be incorporated into the Judgment and Decree, by reference, are fair and equitable; and (3) the mutual waiver and overall property settlement is sufficient consideration for this waiver. Thus, pursuant to Karon v. Karon, 435 N.W.2d 501 (Minn. 1989), the parties have contracted to allow the Court to divest itself of jurisdiction.

7. REAL PROPERTY. The parties have an interest in real property located at 20491 June Grass Drive, in the City of Big Lake, County of Sherburne, State of Minnesota, legally described as follows:

Lot Nineteen (019), Block Three (003) of Prairie Meadows Second Addition, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Sherburne County, Minnesota.

Parcel ID# 65-537-0338

By May 1, 2019, the homestead property shall be placed on the market for sale with a reputable real estate agent as mutually agreed upon by the parties and be sold at fair market value; however, the property cannot be closed upon until after June 9, 2019. The proceeds from said sale shall be distributed as follows:

- a. all encumbrances will be paid in full;
- b. the expenses of the sale, including nonnegotiable financing costs relating to the sale and real estate agent's commission, will be paid;
- c. the cost of any capital improvement made on the property subsequent to the entry of the judgment and decree, which has been approved, in writing, by both parties, will be paid to the party who paid for the capital improvement;
- d. the amount of reduction in mortgage principal balance from the date of the judgment and decree to the date of sale will be paid to the party making the payments; and
- e. the remaining balance will be divided equally between the parties.

The parties shall share use and possession of the homesteaded real property during the week and every other weekend. Petitioner shall have occupancy weekdays and every other weekend to effectuate his parenting time. Petitioner shall be responsible for the obligation for normal maintenance of the premises, as well as, pay the monthly obligations associated with the homesteaded real property, and shall hold Respondent harmless and indemnify her for any payment that she may be required to make hereon.

Both parties shall cooperate in executing any and all necessary documents to effectuate said sale. If either party fails to cooperate with the sale, the recording of the Judgment and Decree, or a Summary Real Estate Disposition Judgment in the Office of the County Recorder for Sherburne County, Minnesota may serve to convey the property according to the terms herein.

9. PERSONAL PROPERTY.

Petitioner is awarded sole and exclusive title to, possession of, and use of any and all personal property, household goods, furniture, tools and equipment in his possession without any claim thereto on the part of the other party, except those items specifically awarded to Respondent herein. Also, Petitioner is awarded sole and exclusive title to the 2007 Buick Lucerne and 1996 Coachmen RV. Petitioner shall hold Respondent harmless from any and all liability arising from any and all use of the items and property awarded herein. Petitioner is responsible for all encumbrances and costs relating to maintenance, operation and insurance of said property.

Respondent is awarded sole and exclusive title to, possession of, and use of any and all personal property, household goods, furniture, tools and equipment in her possession without any claim thereto on the part of the other party, except those items specifically awarded to Petitioner herein. Also, Respondent is awarded sole and exclusive title to the 2015 GMC Acadia. Respondent shall hold Petitioner harmless from any and all liability arising from any and all use of the items and property awarded herein. Respondent is responsible for all encumbrances and costs relating to maintenance, operation and insurance of said property.

10. BANK ACCOUNTS, RETIREMENT INTERESTS, AND INVESTMENTS.

Petitioner is awarded and shall have sole title to and possession of whatever bank accounts, retirement interests, or investments which are held in his name or for his benefit.

Respondent is awarded and shall have sole title to and possession of whatever bank accounts, retirement interests, or investments which are held in her name or for her benefit.

11. DEBTS. The parties have miscellaneous debts owing to the following:

	<b>Creditor</b>	<b>Approximate Balance</b>
(a)	Chase	\$4,000.00
(b)	Wings Financial (Acadia)	\$27,000.00

Petitioner is solely responsible for servicing the debt contained in paragraph (a) hereof. Petitioner shall reimburse and hold harmless Respondent with regard to the debt contained in paragraph (a) hereof.

Respondent is solely responsible for servicing debt contained in paragraph (b) hereof. Respondent shall reimburse and hold harmless Petitioner with regard to debt contained in paragraph (b) hereof.

All joint financial accounts shall be deactivated or frozen from incurring increased charges/withdrawals, or a written agreement must be obtained from the creditor that only one party is responsible for said financial obligation. Obtaining a written agreement from a creditor that only one party is responsible for the charges on an account is the only way to open or reactivate an account to incur new charges with that creditor. Neither party has, nor had, the authority to seek or incur credit in the name of the other after September 1, 2018.

12. UNDISCLOSED DEBTS. The parties acknowledge that they are exclusively liable and responsible for any and all debts they incurred in their own name or the name of the other on or after September 1, 2018. Each party shall indemnify the other in the event of enforcement or attempted enforcement of the underlying debt or obligation by the creditor against the other.

In the event there is a debt obligation that has not been previously disclosed, that obligation shall become the sole responsibility of the party who incurred it.

13. MEDICAL INSURANCE FOR THE PARTIES. Subject to the parties' rights under Minnesota and Federal law, both parties are solely financially responsible for their own medical insurance premiums and making payment of their own uninsured medical costs in which they incur or incurred.

14. LIFE INSURANCE. Both parties are awarded their own individual life insurance policies that they currently have in their respective names.

15. TAX LIABILITIES. In the event that a liability of the parties for any year prior to their dissolution of marriage is redetermined by any taxing authority, the party who triggered the redetermination shall be liable for the additional taxes, penalties, and/or interest. The parties shall cooperate in any subsequent tax proceedings.

16. ASSUMPTION OF DEBT. Each party is required to assume certain obligations and indemnify and hold the other harmless. The responsibility for any and all obligations created herein, as well as, the obligation to indemnify and hold the other harmless, cannot be eliminated pursuant to 11 U.S.C. 523(a)(5) and/or (15).

17. IMMEDIATE ENTRY OF ORDER. Both parties agree that the Judgment resultant from their agreement shall be entered immediately upon its execution by a Judge of District Court.

18. RELEASE. Each party is completely released from any and all claims of any kind, nature and description to which either party may be entitled from the other, except as provided herein.

19. EXECUTION OF DOCUMENTS. Unless otherwise provided, both parties shall execute any and all documents and transfers necessary to effectuate the terms of the final Judgment and Decree herein within thirty (30) days after the filing of said final Judgment and Decree. In the event either party fails to execute the necessary documents, a certified copy of the final Judgment and Decree will serve to transfer ownership.

20. DIVISION OF PROPERTY. The division of property made herein shall not be a sale, exchange, transfer, disposition of, or dealing, in said property but shall be a division of the common ownership of the marital property between the parties and a conformation of the ownership of the non-marital property between the parties for the purposes of the property laws of the State of Minnesota, and for the purposes of the income tax laws of the United States and of the State of Minnesota. This division shall not be included by either of the parties as income in reporting their income for federal or state income tax purposes and shall not be deducted by the other as a deduction in arriving at taxable income for federal and state income tax purposes.

21. ERROR IN LEGAL DESCRIPTION(S). In the event there is any technical error or omission made in describing the legal title or description to any of the real property referenced herein, the parties are required to make, execute, and deliver to each other any and all documents necessary to correct any such error or omission. Should one of the parties elect not to cooperate, the error or omission may be brought to the attention of a District Court Judge, and an amended Order or Summary Real Estate Disposition Judgment may be entered to correct the error or omission.

22. ATTORNEYS' FEES, COSTS AND EXPENSES. The parties are solely responsible for their own attorneys' fees and costs incurred in connection with this marital dissolution.

In the event it becomes necessary for one party to proceed to Court against the other as the result of his or her unwillingness to comply with the terms of the Judgment and Decree herein, the refusing party agrees to pay to the other party all reasonable attorneys' fees and disbursements as awarded in the discretion of the Court.

23. WITHDRAWAL OF ATTORNEY OF RECORD.

Casey C. Kolb, the attorney for Petitioner, shall no longer be attorney of record for the Petitioner, effective Sixty-One (61) days after the date of the entry of the Judgment and Decree herein.

24. SERVICE. The Order to be entered herein shall be served by United States mail by counsel for Petitioner mailing one copy to the Respondent, which mode of service shall be

good for all purposes. The Petitioner's counsel shall provide the Court, for attachment to the original Judgment and Decree, an Affidavit of Service of such mailing.

The Respondent may elect to serve the Order on Petitioner's counsel, Casey C. Kolb, of Kelm & Reuter, P.A., located at 1287 North 2<sup>nd</sup> Street, Suite 101, Sauk Rapids, Minnesota 56379. If the Respondent elects to do so, she shall provide the Court, for attachment to the original Judgment and Decree, an Affidavit of Service of such mailing.

25. APPENDIXES. The attached "Appendix A" and "Appendix B" are incorporated and made a part of the Conclusions of Law by reference herein.

26. The parties agree that the foregoing Stipulated Findings of Fact and Conclusions of Law incorporate the complete and full Marital Termination Agreement.

#### **ACKNOWLEDGEMENT**

The undersigned parties affirm to the Court that the foregoing *Conclusions of Law* incorporate the parties' complete and full agreement for marital termination to resolve all issues in this dissolution case, and upon approval and entry by the court, shall constitute the judgment and decree for marriage dissolution for all purposes. Furthermore, the parties assert that the facts stated in the *Findings of Fact* are true and accurate, that each party has fully disclosed the nature and extent of his or her property, debts, and income, and that this agreement is based upon that full and fair disclosure. The parties ask the Court to enter judgment in strict conformity with the foregoing and, so long as the Court does so, the parties agree that this matter may proceed as by default. If the Court intends to deviate at all from the terms of the foregoing, each party shall be

notified and given the opportunity to present all arguments concerning all issues in the dissolution case.

Dated: 1-30-19

Dated: 1/29/19

Aaron Michael Imholte  
Aaron Michael Imholte  
Petitioner

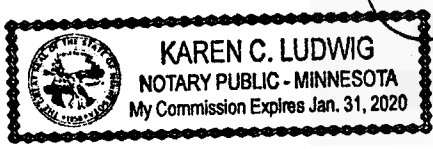
Ashley Ann Maciej Imholte  
Ashley Ann Maciej Imholte  
Respondent

Subscribed and sworn to before me this 30 day of January, 2019.

Subscribed and sworn to before me this 29<sup>th</sup> day of January, 2019.

Karen C. Ludwig  
Notary Public

Ashley M. Bukowski  
Notary Public



**APPROVED AS TO FORM:**

Attorneys are not parties to the case; the signature of the attorney is for the sole and exclusive purpose of submitting this agreement to the court and verifying that the attorney(s) have read the agreement and that the form of the agreement conforms to all statutory and other requirements.

KELM & REUTER, P.A.

Dated: 1/30/19

Casey C. Kolb  
Casey C. Kolb  
Attorney for Petitioner  
Attorney No. 035367X  
1287 2<sup>nd</sup> Street North, Suite 101  
Sauk Rapids, MN 56379  
(320) 251-1423  
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**ORDER FOR JUDGMENT**

**LET JUDGMENT BE ENTERED IMMEDIATELY.**

BY THE COURT:

*Brianne Buccicone*

Buccicone, Brianne (Judge)  
2019.02.28 14:42:20 -06'00'

Dated: February 28, 2019

JUDGE OF DISTRICT COURT

I hereby certify that the foregoing constitutes the Order of the Court.

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

PATRICIA A. KUKA  
COURT ADMINISTRATOR

By: \_\_\_\_\_  
DEPUTY COURT ADMINISTRATOR

MINNESOTA  
JUDICIAL  
BRANCH



## APPENDIX A

### NOTICE IS HEREBY GIVEN TO THE PARTIES:

**I. PAYMENTS TO PUBLIC AGENCY.** According to Minnesota Statutes, section 518A.50, payments ordered for maintenance and support must be paid to the Minnesota child support payment center as long as the person entitled to receive the payments is receiving or has applied for public assistance or has applied for support and maintenance collection services. Parents mail payments to: P.O. Box 64326, St. Paul, MN 55164-0326. Employers mail payments to: P.O. Box 64306, St. Paul, MN 55164.

**II. DEPRIVING ANOTHER OF CUSTODIAL OR PARENTAL RIGHTS -- A FELONY.** A person may be charged with a felony who conceals a minor child or takes, obtains, retains, or fails to return a minor child from or to the child's parent (or person with custodial or parenting time rights), according to Minnesota Statutes, section 609.26. A copy of that section is available from any court administrator.

**III. NONSUPPORT OF A SPOUSE OR CHILD – CRIMINAL PENALTIES.** A person who fails to pay court-ordered child support or maintenance may be charged with a crime, which may include misdemeanor, gross misdemeanor, or felony charges, according to Minnesota Statutes, section 609.375. A copy of that section is available from any district court clerk.

### IV. RULES OF SUPPORT, MAINTENANCE, PARENTING TIME.

- A. Payment of support or spousal maintenance is to be as ordered, and the giving of gifts or making purchases of food, clothing, and the like will not fulfill the obligation.
- B. Payment of support must be made as it becomes due, and failure to secure or denial of parenting time is NOT an excuse for nonpayment, but the aggrieved party must seek relief through a proper motion filed with the court.
- C. Nonpayment of support is not grounds to deny parenting time. The party entitled to receive support may apply for support and collection services, file a contempt motion, or obtain a judgment as provided in Minnesota Statutes, section 548.091.
- D. The payment of support or spousal maintenance takes priority over payment of debts and other obligations.
- E. A party who accepts additional obligations of support does so with the full knowledge of the party's prior obligation under this proceeding.
- F. Child support or maintenance is based on annual income, and it is the responsibility of a person with seasonal employment to budget income so that payments are made throughout the year as ordered.
- G. *A Parental Guide to Making Child-Focused Parenting-Time Decisions* is available from any court administrator.
- H. The nonpayment of support may be enforced through the denial of student grants; interception of state and federal tax refunds; suspension of driver's, recreational, and occupational licenses; referral to the department of revenue or private collection agencies; seizure of assets, including bank accounts and other assets held by financial institutions; reporting to credit bureaus; interest charging, income withholding, and contempt proceedings; and other enforcement methods allowed by law.
- I. The public authority may suspend or resume collection of the amount allocated for child care expenses if the conditions of Minnesota Statutes, section 518A.40, subdivision 4, are met.
- J. The public authority may remove or resume a medical support offset if the conditions of section 518A.41, subdivision 16, are met.
- K. The public authority may suspend or resume interest charging on child support judgments if the conditions of section 548.091, subdivision 1a, are met.

**V. MODIFYING CHILD SUPPORT.** If either the obligor or obligee is laid off from employment or receives a pay reduction, child support may be modified, increased, or decreased. Any modification will only take effect when it is ordered by the court, and will only relate back to the time that a motion is filed. Either the obligor or obligee may file a motion to modify child support, and may request the public agency for help. **UNTIL A MOTION IS FILED, THE CHILD SUPPORT OBLIGATION WILL CONTINUE AT THE CURRENT LEVEL. THE COURT IS NOT PERMITTED TO REDUCE SUPPORT RETROACTIVELY.**

**VI. PARENTAL RIGHTS FROM MINNESOTA STATUTES, SECTION 518.17, SUBDIVISION 3. UNLESS OTHERWISE PROVIDED BY THE COURT:**

- A. Each party has the right of access to, and to receive copies of, school, medical, dental, religious training, police reports, and other important records and information about the minor children. Each party has the right of access to information regarding health or dental insurance available to the minor children. Presentation of a copy of this order

to the custodian of a record or other information about the minor children constitutes sufficient authorization for the release of the record or information to the requesting party.

- B. Each party has the right to be informed by the other party as to the name and address of the school of attendance of the minor children. Each party has the right to be informed by school officials about the children's welfare, educational progress and status, and to attend school and parent teacher conferences. The school is not required to hold a separate conference for each party.
- C. Each party has the right to be notified by the other party of an accident or serious illness of a minor child, including the name of the health care provider and the place of treatment.
- D. Each party has the right to be notified by the other party if the minor child is the victim of an alleged crime, including the name of the investigating law enforcement officer or agency. There is no duty to notify if the party to be notified is the alleged perpetrator.
- E. Each party has the right of reasonable access and telephone contact with the minor children.

**VII. WAGE AND INCOME DEDUCTION OF SUPPORT AND MAINTENANCE.** Child support and / or spousal maintenance may be withheld from income, with or without notice to the person obligated to pay, when the conditions of Minnesota Statutes, section 518A.53, have been met. A copy of that section is available from any court administrator.

**VIII. CHANGE OF ADDRESS OR RESIDENCE.** Unless otherwise ordered, each party shall notify the other party, the court, and the public authority responsible for collection, if applicable, of the following information within ten days of any change: residential and mailing address, telephone number, driver's license number, social security number, and name, address, and telephone number of the employer.

**IX. COST OF LIVING INCREASE OF SUPPORT AND MAINTENANCE.** Basic support and / or spousal maintenance may be adjusted every two years based upon a change in the cost of living (using the U.S. Department of Labor, Bureau of Labor Statistics, consumer price index Mpls. St. Paul, for all urban consumers (CPI-U), unless otherwise specified in this order) when the conditions of Minnesota Statutes, section 518A.75, are met. Cost of living increases are compounded. A copy of Minnesota Statutes, section 518A.75, and forms necessary to request or contest a cost of living increase are available from any court administrator.

**X. JUDGMENTS FOR UNPAID SUPPORT; INTEREST.** According to Minnesota Statutes, section 548.091:

- A. If a person fails to make a child support payment, the payment owed becomes a judgment against the person responsible to make the payment by operation of law on or after the date the payment is due, and the person entitled to receive the payment or the public agency may obtain entry and docketing of the judgment **without notice** to the person responsible to make the payment.
- B. Interest begins accruing on a payment or installment of child support whenever the unpaid amount due is greater than the current support due.

**XI. JUDGMENTS FOR UNPAID MAINTENANCE.** A judgment for unpaid spousal maintenance may be entered and docketed when the conditions of Minnesota Statutes, section 548.091, are met. A copy of that section is available from any court administrator.

**XII. ATTORNEY FEES AND COLLECTION COSTS FOR ENFORCEMENT OF CHILD SUPPORT.** A judgment for attorney fees and other collection costs incurred in enforcing a child support order will be entered against the person responsible to pay support when the conditions of Minnesota Statutes, section 518A.735, are met. A copy of that section and forms necessary to request or contest these attorney fees and collection costs are available from any court administrator.

**XIII. PARENTING TIME EXPEDITOR PROCESS.** On request of either party or on its own motion, the court may appoint a parenting time expeditor to resolve parenting time disputes under Minnesota Statutes, section 518.1751. A copy of that section and a description of the expeditor process is available from any court administrator.

**XIV. PARENTING TIME REMEDIES AND PENALTIES.** Remedies and penalties for wrongful denial of parenting time are available under Minnesota Statutes, section 518.175, subdivision 6. These include compensatory parenting time; civil penalties; bond requirements; contempt; and reversal of custody. A copy of that subdivision and forms for requesting relief are available from any court administrator.

In addition to the Notices on pages 1 and 2, the following NOTICE applies to all orders addressing custody pursuant to Minn. Stat. § 518.17, subd. 3a.

**NOTICE**

**EACH PARTY IS GRANTED THE FOLLOWING RIGHTS:**

1. Right of access to, and to receive copies of, school, medical, dental, religious training, police reports, and other important records and information about the minor children.
2. Right of access to information regarding health or dental insurance available to the minor children.
3. Right to be informed by the other party as to the name and address of the school of attendance of the minor children.
4. Right to be informed by school officials about the children's welfare, educational progress and status, and to attend school and parent-teacher conferences. The school is not required to hold a separate conference for each party, unless attending the same conference would result in violation of a court order prohibiting contact with a party.
5. Right to be notified by the other party of an accident or serious illness of a minor child, including the name of the health care provider and the place of treatment.
6. Right to be notified by the other party if the minor child is the victim of an alleged crime, including the name of the investigating law enforcement officer or agency. There is no duty to notify if the party to be notified is the alleged perpetrator.
7. Right to reasonable access and telephone or other electronic contact with the minor children.

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## APPENDIX B: PARENTAL GUIDELINES

A. Parental Rights. That both parents acknowledge the following parental rights, pursuant to Minnesota Statute:

1. Each party has the right of access to, and to receive copies of, school, medical, dental, religious training and other important records and information about the minor child(ren).
2. Each party has the right of access to information regarding health or dental insurance available to the minor child(ren).
3. Each party shall keep the other party informed as to the name and address of the school of attendance of the minor child(ren).
4. Each party has the right to be informed by school officials about the child(ren)'s welfare, educational progress and status, and to attend school and parent-teacher conferences. The school is not required to hold a separate conference for each party.
5. In case of an accident or serious illness of the minor child(ren), each party shall notify the other party of the accident or illness and the name of the health care provider and the place of treatment.
6. Each party has the right to reasonable access and telephone contact with the minor child(ren).

B. Parental Responsibilities. That both parents shall abide by the following guidelines:

1. Provide the child(ren) with an emotional environment in which he/she is free to continue to love the other parent and to spend time with him/her.
2. Encourage good feelings from the child(ren) about the other parent and his/her extended family.
3. Encourage the child(ren) to remember the other parent on special occasions, allowing time to telephone on a reasonable basis.
4. Communicate with the other parent openly, honestly and regularly to avoid misunderstandings which are harmful to the child(ren).
5. Plan and consult with the other parent in advance for time with the child(ren).
6. Do not take sides or take issue with decisions or actions made by the other parent, especially in front of the child(ren).
7. Present a unified front on the handling of any problems with the child(ren).
8. Refrain from fighting, arguing or degrading the other parent in the hearing or presence of the child(ren).
9. Refrain from withholding time with the other parent as a punishment to the child(ren) or the other parent.

10. Take a consistent and predictable role in the child(ren)'s life, using time with the child(ren) to strengthen the relationship with the child(ren).
11. Use discretion as to the time and frequency of phone calls to the child(ren).
12. Realize that the time with the child(ren) and financial support are two separate areas and that one has no legal effect on the other.
13. Observe time schedules with the child(ren) strictly, telephoning if late and leaving word as to the reason for the lateness and estimated new time of arrival. Said telephoning shall be made not later than 30 minutes after the commencement of the scheduled parenting time.
14. Refrain from burdening the child(ren) with adult worries, e.g. financial, career, social, etc.
15. Treat the child(ren) as a unique person with respect to feelings and needs.

C. Child(ren)'s Rights. That both parents acknowledge the following minimum rights of their child(ren):

1. Right to continue his/her relationship with both parents.
2. Right to be treated as an important human being with unique feelings, ideas and desires.
3. Right to continuing care and guidance from both parents.
4. Right to know and appreciate what is good in each parent without one parent degrading the other.
5. Right to express love, affection and respect for each parent without having to stifle that love because of fear of disapproval by the other parent.
6. Right to know that the parent's decisions were not the responsibility of the child(ren).
7. Right not to be a source of argument between the parents.
8. Right to honest answers to questions about the changing family relationships.
9. Right to be able to experience regular and consistent contact with both parents and the right to know the reason for any cancellation of time or change of plans.
10. Right to have a relaxed, secure relationship with both parents without being placed in a position to manipulate one parent against the other.

## Child Support Guidelines Worksheet

**Parent A:** Aaron Imholte  
**Parent B:** Ashley Imholte

**IV-D Case Number:**  
**Court File Number:**

**Number of Joint Children:** 3  
**Date:** 1/21/2019

		Parent A	Parent B	Combined
<b>Income</b>	1a. Monthly Income Received	\$6166	\$2383	----
	1b. Child(ren)'s Social Security/Veterans' Benefits Derived From a Parent's Eligibility	\$0	\$0	----
	1c. Potential Income	\$0	\$0	----
	1d. Spousal Maintenance Orders Obligated to be Paid	\$0	\$0	----
	1e. Child Support Order(s) Obligated to be Paid for Nonjoint Child(ren)	\$0	\$0	----
	1f. Monthly Gross Income (1a+1b+1c-1d-1e)	\$6166	\$2383	----
<b>Adjustments</b>	2a. Number of Nonjoint Child(ren) in the Home (Maximum number allowed is 2)	0	0	----
	2b. Deduction for Nonjoint Child(ren) in the Home	\$0	\$0	----
	3. Parental Income for Determining Child Support (PICS)	\$6166	\$2383	\$8549
	4. Percentage Share of Combined PICS	72%	28%	----
	5. Combined Basic Support Obligation	----	----	\$2023
	6. Pro Rata Basic Support Obligation	\$1457	\$566	----
<b>Basic Child Support Obligation</b>	7. Basic Support Obligation After Parenting Expense Adjustment (if applicable)	\$995		----
<b>Child Care Obligation</b>	8. Child Care Support Obligation for Joint Child(ren)			----
<b>Medical Support Obligation</b>	9a. Monthly Cost of Health Care Coverage for Joint Child(ren)	\$200	\$0	----
	9b. Pro Rata Share of Health Care Coverage Costs	\$144	\$56	----
<b>Appropriate Coverage Available</b>	9c. Contribution to Health Care Coverage		\$56	----
	9d. Monthly Cost of Dental Coverage for Joint Child(ren)	\$0	\$0	----
	9e. Pro Rata Share of Dental Coverage Costs	\$0	\$0	----
	9f. Contribution to Dental Coverage			----
	9g. Medical Support Obligation-Appropriate Coverage Available		\$56	----
	<b>No Appropriate Insurance Available</b>	10. Medical Support Obligation for Public Coverage		
<b>Uninsured/Unreimbursed Expenses</b>	11. Share of Uninsured and/or Unreimbursed Medical Expenses	72%	28%	----
	12. Net Child Support Obligation	\$995	\$56	----
<b>Benefits Adjustment</b>	13. Child(ren)'s Social Security/Veterans'			----

Benefits Derived from Parent's Eligibility				
<b>Computing a Final Obligation</b>	14. Total Child Support Obligation	\$995	\$56	----
	15a. Monthly Gross Income	\$6166	\$2383	----
<b>Ability to Pay Calculation</b>	15b. Income Available for Support	\$4917	\$1134	----
	16. Monthly Child Support Obligation - No Adjustment Necessary	\$995	\$56	----
	17. Amount of Reduction	\$0	\$0	----
<b>Child Support Obligation Adjustment</b>	18. Medical Support			
	Original Obligation			----
	Amount of Reduction			----
	New Obligation			----
	19. Child Care Support			
	Original Obligation			----
	Amount of Reduction			----
	New Obligation			----
	20. Basic Support			
	Original Obligation			----
	Amount of Reduction			----
	New Obligation			----
	21. Monthly Child Support Obligation After Adjustment			----
<b>Presumptive Minimum Order/Basic Support Only</b>	22a. Presumptive Minimum Order for 1 or 2 Joint Children			----
	22b. Presumptive Minimum Order for 3 or 4 Joint Children			----
	22c. Presumptive Minimum Order for 5 or More Joint Children			----

## Parenting Expense Adjustment Supplement

Parent A: Aaron Imholte  
Parent B: Ashley Imholte

IV-D Case Number:  
Court File Number:

Number of Joint Children: 3  
Date: 1/21/2019

	Parent A	Parent B	Combined
1. Number of Annual Overnights for joint child(ren)	146	219	----
2. Percentage of Parenting Time	40%	60%	----
3. Basic Support Obligation	\$1457	\$566	\$2023
4a. Percentage of Adjustment for Parenting Time between 10% and 45%			
4b. Amount of Adjustment for Parenting Time			
4c. Obligation after Parenting Expense Adjustment			
5a. Percentage of Parenting Time is at Least 45.1% for Both Parents			

5b. Each Parent's Percentage Share of Combined PICS			
5c. Each Parent's Pro Rata Basic Child Support Obligation			
5d. Obligation After Parenting Expense Adjustment			
6a. Obligation after Parenting Expense Adjustment Based on the Number of Annual Overnights	\$995		----
6b. Greater than 55% Parenting Time Adjustment			----

## Child Care Support Obligation Supplement

Parent A: Aaron Imholte  
Parent B: Ashley Imholte

Number of Joint Children: 3

	Parent A	Parent B
1. PICS	\$6166	\$2383
2a. Monthly Cost of Child Care for Joint Child(ren)	\$0	\$0
2b. Number of Child(ren) Receiving Child Care		
2c. Cost of Child Care to be Applied to Tax Tables		
3. Federal Child Care Credit Percentage		
4. Estimated Monthly Federal Child Care Credit		
5. Minnesota Child Care Maximum Allowable Credit		
6. Estimated Monthly Minnesota Child Care Credit		
7. Total Estimated Tax Credits		
8. Net Child Care Cost		
9. Percentage Share of Combined PICS	72%	28%
10. Pro Rata Share of Net Child Care Cost		
11. Child Care Support Obligation if any Joint Child is Covered by Child Care Assistance and Parent A Meets Income Limits for Child Care Assistance		

## Child Support Summary

Parent A: Aaron Imholte  
Parent B: Ashley Imholte

Number of Joint Children: 3  
Date: 1/21/2019

	Parent A	Parent B
Basic Support Obligation Amount	\$995	\$0
Child Care Support Obligation Amount	\$0	\$0
Medical Support Obligation Amount	\$0	\$56
<b>Child Support Obligation Total Amount</b>	<b>\$995</b>	<b>\$56</b>
Share of Uninsured and/or Unreimbursed Medical Expenses	72%	28%
Notes:		

*Disclaimer: The child support guidelines worksheet, instructions, and calculator are for information and educational use only and are not a guarantee of the amount of child support that will be ordered. The results obtained are only as accurate as the information used. The actual child support order may be affected by other factors. The Court has the final authority to determine the amount of the child support order. If this worksheet is attached to a court order, it is part of the*

*Court's decision. This worksheet may or may not show the amount the Court decided to order. If the amount in the order is different, that is the amount to be paid.*

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Calculated by the Minnesota Child Support Guidelines Calculator on 1/21/2019 at 1:31 PM

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# MINNESOTA JUDICIAL BRANCH

## SIX-MONTH REVIEW HEARING REQUEST INSTRUCTIONS

See Minn. Stat. § 518.1781

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You have the right to request a review hearing within six months after entry of a decree of dissolution or legal separation or order that establishes child custody, parenting time, or child support. Minn. Stat. § 518.1781 (2006). The form you will need to use to request a review hearing is attached.

**Purpose of Review Hearing:** The purpose of the review hearing is to make certain parties are following the court order regarding parenting time and the payment of child support. The review hearing IS NOT an opportunity to present any other issues or to ask the court to establish or modify custody, parenting time, or support. The court CAN ONLY review parenting time and child support provisions as already established in the order. If there is no court ordered parenting time or child support, the court CANNOT create a parenting plan, establish parenting time, or child support at this review hearing. A petition or motion asking for any other type of relief from the court must be served and filed separately from this request. You may wish to contact an attorney or other legal services provider for more information regarding any other type of relief.

**Instructions to the Party Requesting the Review Hearing:** If you decide to request a review hearing, you **must** do the following **within six months** from the date of entry of the order or decree:

- remove this cover page and complete the Request for Hearing form. Make enough copies of the form and have it served upon all parties, including the County Attorney's Office, if the county child support enforcement agency (public authority) is a party in the case. Keep a copy of the form for yourself.

**NOTE: YOU CANNOT HAND DELIVER OR MAIL THE REQUEST FOR HEARING YOURSELF. YOU MUST HAVE SOMEONE ELSE OVER THE AGE OF 18 WHO IS NOT A PARTY TO THE CASE HAND DELIVER OR MAIL THE REQUEST FOR HEARING FOR YOU**

- return the completed original Request for Hearing form and a completed Affidavit of Service form to Court Administration in the county listed at the top of the Request for Hearing form. Court Administration will schedule a hearing and send all parties notice of the hearing date, time, and location.

**Proof of Child Support Payment:** The person who pays support has to provide proof of all the child support payments he/she made. If a party is receiving public assistance or child support enforcement services from the county child support enforcement agency, either party may request that the county child support enforcement agency provide payment information to the parties and the court. Any request made to the county child support enforcement agency must be made **at least 14 days** before the hearing date.

SIX-MONTH REVIEW HEARING REQUEST

See Minn. Stat. § 518.1781

State of Minnesota

District Court

County

Judicial District

Court File Number: \_\_\_\_\_

In Re the Marriage of:

Case Type: \_\_\_\_\_

Plaintiff(s) / Petitioner

**Request for Six Month Review Hearing**

vs / and

Defendant / Respondent

Intervenor

Check the box or boxes that apply:

Child Support

The other party is not paying child support as ordered. *(Briefly explain)*

Parenting Time provisions

The other party has not complied with the court ordered parenting time as follows:

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

Signature

Print Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Attorney for: \_\_\_\_\_

State of Minnesota

District Court

County

Judicial District:
Court File Number:
Case Type:

In Re the Marriage of:

Plaintiff / Petitioner

Affidavit of Personal Service

vs / and

Affidavit of Service By Mail

Defendant / Respondent

Intervenor

STATE OF MINNESOTA
COUNTY OF
(County where Affidavit Signed) SS

I, (Name of person who served documents), being duly sworn, upon oath, state than on

(Date service made), I served the attached documents, namely (Title of Documents hand delivered or mailed)

upon (check one):

- Plaintiff / Petitioner (Name)
Defendant / Respondent (Name)
County Agency (Name)
Other (Name)

by (check method of service used):

Personally handing a true and correct copy of the document(s) to named above at o'clock .m. at (Address where documents delivered)

Mailing a true and correct copy of the document(s) to named above by placing the document(s) in an envelope with sufficient postage in the United States mail at the Post Office located in the City of, State of, at the person's last known address of:

Dated:

Signature ( Sign only in presence of Notary or Court Deputy)

Print Name:

Sworn / affirmed before me this day of

Address:

City/State/Zip:

Notary Public/ Deputy Court Administrator

Telephone: ( )