

You must use black ink to fill out this form.

Plaintiff's Name: _____

Mailing Address: _____

Tel: _____ Email: _____

Defendant's Name: _____

Mailing Address: _____

Tel: _____ Email: _____

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

AT _____

City or town where court is located

Plaintiff,)

and)

Defendant.)
_____)

Your Case No. _____

UNCONTESTED COMPLAINT FOR DIVORCE WITH CHILDREN & PROPERTY

We, _____, state that
(Print both spouses' names here.)

the following facts are true and request the following relief:

1. Residence

Plaintiff is a resident of the State of _____.

Defendant is a resident of the State of _____.

2. Facts of the Marriage

Date of Marriage: _____ Place of Marriage: _____

Date of separation: _____

Plaintiff's Date of Birth: _____ Defendant's Date of Birth: _____

3. Basis for Decree of Divorce: An incompatibility of temperament between the parties makes it impossible to live together any longer as husband and wife.

4. Restoration of former name

Plaintiff Defendant wants their former name restored as: _____
(Print full former name here.)

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5. Information about Child(ren) Under Age 18

5a. Please list all the minor child(ren) you have had or adopted together, including unborn child(ren) if one of you is pregnant.

Full name of each child under age 18	Date of birth / est. birth

Additional minor child(ren) of this relationship are listed on an attachment.

5b. Has(have) the minor child(ren) lived continuously for the last six months in the State of Alaska? YES NO

You MUST file a completed *Child Custody Jurisdiction Affidavit*, [DR-150](https://public.courts.alaska.gov/web/forms/docs/dr-150.pdf) with this *Complaint* (<https://public.courts.alaska.gov/web/forms/docs/dr-150.pdf>).

5c. Other Custody Orders

No court has issued a custody order about these child(ren).

The following custody orders have been issued about these child(ren) (include domestic violence protective orders and tribal court orders):

Court Location (city and state)	Case No.	Date of Order	In Effect? (Yes or No)

5d. Does paternity need to be disestablished on any child(ren) born or conceived during the marriage? NO YES (If the husband is not the biological or adopted father, this is the section to ask the court to remove the husband from the birth certificate)

If YES, please list the child(ren), birthday(s) or expected birthday(s) and how you will disestablish. Please attach to this *Complaint* either a completed *Three-Way Affidavit to Disestablish and Establish Paternity*, SHC-151 [Word](#) | [PDF](#), or a DNA test.

Child's Name	Date of Birth	Filing an Affidavit of Paternity, SHC-151	DNA Testing Complete	DNA Testing Planned	Birth Certificate w/ Biological Father's Name

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PARENTING PLAN AGREEMENT

We agree to the following parenting plan that is in our child(ren)'s best interests:

6. Parenting Goals

We both love our child(ren) and want the best for them. We agree that we will:

- Maintain/develop a cooperative co-parenting relationship
- Provide a safe, stable and nurturing environment in both of our homes
- Encourage effective and open communication between us and with the child(ren)
- Encourage good relationships with extended family members
- Avoid exposing the child(ren) to parental disagreements and conflict
- Provide a good education and prepare them for adulthood
- Encourage healthy life skills and activities
- Model good citizenship and moral values

7. Communication

7a. **Communication Between Parents**

We will communicate with each other to discuss the child(ren) by text messages, email or telephone other: _____.

7b. **Communication Between Parents and Children**

The child(ren) shall have frequent and open telephone and text communication with both parents.

Communication between the children and Plaintiff/Defendant when not with that parent shall be follows:

7c. Events and Activities. We will make a good faith effort at keeping the other parent informed about events and activities in the children's lives such as school programs, scouts, concerts, award ceremonies, plays, sports events. We also recognize that it is our individual responsibility to make sure that organizations have our contact information and that we are receiving notifications from them.

7d. Children as Messengers. We agree to not use the child(ren) as messengers between the parents to give or get information, ask questions or request schedule changes. We will communicate about the children as set out in section 7a above. We will not question the child(ren) about the other parent.

7e. Parent Remarks and Behavior. We agree that our child(ren) have the right to be free of bad comments and behavior by one parent about the other. We agree that we will not badmouth, criticize, roll our eyes, be sarcastic or otherwise disrespectful to the other parent in our children's presence. We will not let others do this either.

The court wants to know what plan is in the child(ren)'s best interests. The court must decide: (1) how the parents will make decisions about the child(ren), and (2) their living arrangements and schedule. Look at a calendar to figure out when the child(ren) will be with each parent. For links to many school calendars: <http://www.courts.alaska.gov/shc/family/docs/calendars.pdf>. For a one-page annual calendar without school dates, go to www.timeanddate.com/calendar/. You can attach the annual calendar and/or Weekly Scheduling Chart, SHC-1132 [Word](#) | [PDF](#) to this Agreement.

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8. Decision Making

8a. Major Decisions

- We can communicate and make joint decisions in the child(ren)'s best interests regarding the child(ren)'s education, healthcare, religious training, and other major decisions.
- When Plaintiff Defendant either parent is unavailable due to _____, the other parent may make major decisions independently.
- When Plaintiff Defendant either parent doesn't respond within _____ hours/days, the other parent may make major decisions independently.
- When we can't reach agreement after a good faith effort to discuss and communicate with each other, then Plaintiff Defendant may make major decisions independently.
- It is difficult for us to make joint decisions regarding our child(ren), so Plaintiff Defendant will make decisions regarding the child(ren)'s education, healthcare, religious training, and other major decisions. The decision-making parent must inform the other parent about major decisions affecting the child(ren). Neither parent can move out of state with the child(ren) without written permission from the other parent or a court order.

8b. Day to Day Decisions: Each parent may make decisions regarding the day-to-day care of the child(ren) while they are with that parent. Either parent may make emergency decisions affecting the children's health and safety and notify the other Plaintiffs soon as possible.

8c. Access to Information: Both parents must be listed on and have access to all educational and medical records.

9. Living Arrangements

9a. Regular Schedule (include days and times with each parent):

9b. Special days (holidays, birthdays and special occasions)

We may agree to celebrate holidays and birthdays together or make other agreements regarding special days. If we cannot reach agreement, the following schedule will apply:

Spring vacation: The child(ren) will be with Plaintiff Defendant in even years and with Plaintiff Defendant in odd years.

Summer vacation:

You must use black ink to fill out this form.

The regular schedule will apply, except that each parent may select up to ___ weeks of uninterrupted time with the child(ren). Each parent will notify the other parent of the proposed dates by May 1. If both parents have selected the same period and cannot reach agreement, Plaintiff's Defendant's proposed schedule will apply in even years and Plaintiff's Defendant's in odd years.

The regular schedule will not apply, and instead the schedule will be:

Halloween: Regular schedule applies. The child(ren) will be with Plaintiff Defendant in odd years and with Plaintiff Defendant in even years.

Thanksgiving: The child(ren) will be with Plaintiff Defendant in odd years and with Plaintiff Defendant in even years. Thanksgiving is defined as starting on (date and time) _____ and ending on (date and time) _____.

Winter vacation: The regular schedule will apply until at least one child is in school. When the child(ren) are school age, the first half of break will be with Plaintiff Defendant in even years and with Plaintiff Defendant in odd years.

Christmas: The child(ren) will spend Christmas Day with Plaintiff Defendant in even years and Plaintiff Defendant in odd years. The parent who is not with the child(ren) for Christmas Day shall have time with them on Christmas Eve from _____ to _____ . Christmas is defined as starting on (date and time) _____ and ending on (date and time) _____.

Parent A's Birthday Regular schedule applies. With Parent A

Parent B's Birthday Regular schedule applies. With Parent B

Mother's Day: With Parent A Parent B

Father's Day: With Parent A Parent B

Child(ren)'s Birthdays: We will celebrate the child(ren)'s birthdays during our regularly scheduled parenting times. We will celebrate as follows:

Other Special Days:

10. Exchanging the Child(ren)

10a. Parents Living in the Same Community

Place for exchanges of the child(ren) between parents. Exchanges will take place at

Transportation for transfer between parents

The parent starting their parenting time is responsible for transportation.

You must use black ink to fill out this form.

Plaintiff Defendant Both parents Third Party () will be responsible for transporting the child(ren) for exchanges.

Third party help with exchanges between parents

We do not need help with the transfer.

We agree to have do exchanges or supervise exchanges.

10b. Parents Living in Different Communities

Accompanying Parent

The parent starting their parenting time is responsible for accompanying the child(ren) during travel.

Plaintiff Defendant Third Party () will accompany the child(ren) during all travel, until age: .

The child(ren) is/are old enough to travel independently.

Cost of exchanges

The parent starting their parenting time is responsible for arranging and paying for plane tickets and transportation.

Plaintiff Defendant is responsible for arranging and paying for all plane tickets and transportation and the other parent will reimburse % of the total cost.

Other:

10c. Move by Parent

Neither of us plans to move from in the foreseeable future. We agree to give the other parent at least 120 days' notice if possible of any plan to move. After receiving notice, we will review our parenting agreement to try to reach a modified parenting agreement that is in our child(ren)'s best interest. If we cannot agree on a new schedule, we will continue the schedule listed in this parenting agreement for as long as both parents remain in the same community. If one parent moves away, the child(ren) will remain with the non-moving parent until the court makes a decision.

11. Out-of-State and/or International Travel

The child(ren) may travel with Plaintiff Defendant both.

The travel may be out of state internationally (includes travel to/thru Canada) as long as a copy of the roundtrip electronic ticket information (dates, times, airline, flight #s), and contact telephone number are provided at least 30 days or days before the travel, unless the parents agree on a shortened timeline.

The travel will be:

without restrictions.

with the following restrictions:

We will cooperate to get passports and necessary travel authorizations.

12. Safety Concerns

You must use black ink to fill out this form.

- We do not have concerns about the safety of the child(ren) with either parent.
- We agree to the following to keep our child(ren) safe:

13. Permanent Fund Dividends

- Plaintiff Defendant should timely apply for the child(ren)'s Alaska Permanent Fund Dividend (PFD) each year while they are minors. The parent who claims the federal tax exemption for any child(ren) agrees to pay the taxes on the child(ren)'s PFD. We agree that the child(ren)'s PFD funds:
 - may be spent for the child(ren)'s health, education and welfare.
 - should be saved in an interest-bearing account in both parent's names and both parents should have access to all statements from the account.
 - will be split between the parents as follows:

14. ANCSA Native Corporation Dividends

- Child(ren) do not receive ANCSA dividends.
- Plaintiff Defendant is designated as the custodian of the child(ren)'s ANCSA stock. Any dividends.
 - may be spent for the child(ren)'s health, education and welfare.
 - should be saved in an interest-bearing account in both parent's names and both parents should have access to all statements from the account.
 - will be split between the parents as follows:
 - will choose the 100 50 % college savings fund option on the PFD application. If we agree to 50%, the rest of the PFD will be used as checked above.

- Plaintiff Defendant will pay any taxes owed on any dividends paid to the child(ren).

15. Federal Tax Credits

- Plaintiff Defendant will claim the federal tax credits for the child(ren) every year.
- Every year, Plaintiff will claim _____ and Defendant will claim _____ the federal tax credits.
- The parents will claim the federal tax credits for the child(ren) in alternating years with Plaintiff Defendant claiming the child(ren) for even-numbered tax years such as 2018, and the other parent claiming them for odd-numbered tax years such as 2019.

The parents also agree to provide each other with a signed IRS Form 8332, if needed, by February 1 so that it may be timely filed with the IRS.

The parents can modify this agreement regarding the federal tax credits for the child(ren) without a court order if they agree in writing. As required by AS 25.24.232, we also agree that the parent who has the child(ren) for a period less than the other parent may not claim the credit(s) in any tax year if on December 31 of that year the parent was behind in support payments in an amount more than four times the monthly support obligation.

16. Child Support

Plaintiff's gross annual income (all sources + PFD) is: \$ _____ .
Defendant's gross annual income (all sources + PFD) is: \$ _____ .

You must use black ink to fill out this form.

Neither parent Plaintiff Defendant is receiving public benefits for the children.

Check one below:

Our schedule results in the child(ren) living with each parent at least 110 overnights/year so uses a shared physical custody child support calculation.

Our schedule results in the child(ren) living with Plaintiff Defendant for at least 256 overnights/year so needs a primary physical custody child support calculation.

Check one below:

There is not an existing CSSD child support order. We understand that the court is required to order child and medical support according to Civil Rule 90.3.

There is an existing support order through CSSD that should remain in effect.

17. Medical Coverage

17a. Available Coverage

The children are eligible for medical services through Indian Health Service Military Denali KidCare and these services are available in the area where the child(ren) live(s).

Health insurance is available at a reasonable cost to Plaintiff Defendant both parents, and agree that Plaintiff Defendant both parents will purchase insurance and child support will be adjusted to reflect the additional cost of insuring the child(ren).

Health insurance is not available to either parent at a reasonable cost, but must be purchased if it becomes available at a reasonable cost.

17b. Uncovered Medical Expenses

The parents will each pay one-half of the first \$5,000 in health care expenses not covered by insurance.

Plaintiff will pay _____ % and Defendant will pay _____ % of the first \$5,000 in health care expenses not covered by insurance.

18. Changing or Modifying the Agreement

We understand that we can change this agreement to adjust the children's schedule when we agree. However, when we do not agree to change something, this agreement is in effect as written.

PROPERTY AND DEBT AGREEMENT

We agree to the following division of our marital property and debt that is fair and equitable:

19. Personal Property

We have divided all personal property (household goods, furniture, personal items, tools, guns, jewelry, etc.) so no further division by the court is needed.

We agree to divide our personal property as follows:

You must use black ink to fill out this form.

Item Description	Fair Market Value in \$ (Craigslist value)	Awarded to Plaintiff or Defendant

Additional personal property is listed on an attached document.

Additional Information:

20. Bank or Credit Union Accounts

We have divided all bank accounts so no further division by the court is needed.

We agree to divide our bank accounts as follows:

Bank Account Description (checking, savings, and include account's last 4 #s)	Whose name is on the bank account? (one spouse or both)	\$ Amount in the account	Awarded to Plaintiff or Defendant

Additional Information:

21. Vehicles (cars, trucks, RVs, snow machines, 4-wheelers)

We have divided all vehicles so no further division by the court is needed.

We agree to divide our vehicles as follows:

Vehicle make, model, year	Fair market value (Kelley Blue Book, other)	Loan balance? Or was it paid off?	If loan, do you need to refinance loan into 1 name?	Whose name is on the title? (1 name or both)	Awarded to Plaintiff, Defendant, or to be sold?

You must use black ink to fill out this form.

We agree to the following arrangement about the vehicles:

22. Real Estate: House or Land

We do not own a home or land.

We own a home land located at:

We bought it with marital funds.

One spouse owned the house or land before we married, but we agree that it is fair to treat part of it as marital because the other spouse helped to pay the mortgage and/or improved and maintained the property.

Home / Land address	Fair market \$ value (based on appraisal, tax assessment, broker's opinion, other)	Amount of mortgage? Or was it paid off?	Whose name is on the title? (1 name or both)?	Does mortgage need to be refinanced into 1 name?

We agree to the following arrangement about the marital home or land:

Plaintiff Defendant will keep the house and be responsible for paying the mortgage.

The property needs to be refinanced into Plaintiff's Defendant's name by _____ date. If it is not refinanced by that date, then the following will happen:

The property will be sold and any proceeds will be divided evenly as follows (state the \$ amount or % to each spouse) _____. We agree to cooperate to put the house on the market, including arranging for and paying for any necessary repairs.

Other arrangement:

23. Retirement Accounts

During the marriage, neither of us contributed to or earned any retirement accounts.

You must use black ink to fill out this form.

During the marriage Plaintiff Defendant contributed to or earned the following retirement accounts:

Plaintiff	Account Description (account's last 4 #s)	Value?	Date started contributing?	Vested?	Receiving payments now?
401(k) / 403(b) account(s)					
Military retirement					
Pension – PERS, TRS, FERS, other					
SBS					
IRA account(s)					
Other retirement funds					
Defendant	Account Description (account's last 4 #s)	Value?	Date started contributing?	Vested?	Receiving payments now?
401(k) / 403(b) account(s)					
Military retirement					
Pension – PERS, TRS, FERS, other					
SBS					
IRA account(s)					
Other retirement funds					

We agree to the following arrangements about the retirement accounts:

We will each keep our own retirement account(s) and so there is no need to divide any accounts (*in the boxes above, write the amount each spouse added to retirement during the marriage*)

50% ___% \$_____ of the marital portion of Plaintiff's Defendant's _____ account should go to Plaintiff Defendant. We agree to cooperate to find someone to prepare a Qualified Domestic Relations Order (QDRO) that we will file with the court by _____ date and understand the divorce will not finalize until the judge signs the QDRO and divorce decree. If it is a military pension where the marriage overlaps at least 10 years with the military service, we agree to file with DFAS, the *Application for Former Spouse Payments from Retired Pay, DD-243*, and with the final decree.

the spouse with the retirement plan will sign up for the 50% ___% survivor benefit plan (SBP) so that the ex-spouse will continue to get payments if the plan holder dies first. The premium will be paid by shared equally Plaintiff Defendant

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other payment arrangement:

Instead of dividing the retirement account(s), the Plaintiff Defendant will pay the other spouse \$_____. The payment will be in a lump sum or by installments of \$_____ monthly starting on the 1st of _____ until the balance is paid off.

other arrangement:

24. Other Property

We agree to divide the following property:

Item Description	Fair Market Value in \$ (Craigslist value)	Awarded to Plaintiff or Defendant

Additional Information:

25. Credit Cards

We have no credit card debt.

We will each be responsible for the credit card debt in our own names.

We agree to cancel the following credit cards that are in both of our names:

One or both of us used credit cards during the marriage and agree to pay off the debt as follows:

Credit Card Account Description (include account's last 4 #s)	Whose name is credit card in? (one spouse or both names)	\$ Amount owed	Who will be responsible to pay? Plaintiff or Defendant, both split

You must use black ink to fill out this form.

A list of additional credit card debt is attached.

We understand that if both of our names are on the credit card account, the credit card company may sue either one of us to collect the unpaid amount even if we agree that one spouse will pay the debt.

Additional Information:

26. Medical Bills

We have no medical bills.

We will each be responsible for the medical bills in our own names.

One or both of us had medical bills during the marriage and agree to pay off the debt as follows:

Medical Bill Account Description (include account's last 4 #s)	Whose name is medical bill in?	\$ Amount owed	Who will be responsible to pay? Plaintiff or Defendant, both split

Additional Information:

27. Other Bills or Debts (utility bills, cell phone bills, student loans, etc.)

We have no other bills or debts.

We will each be responsible for the bills or debts in our own names.

We have the following bills or debts from during the marriage and agree to pay off the debt as follows:

Bill or Debt Account Description (include account's last 4 #s)	Whose name is bill or debt in? (one spouse or both names)	\$ Amount owed	Who will be responsible to pay? Plaintiff or Defendant, both split

You must use black ink to fill out this form.

Additional Information:

28. Other Agreements or Information:

REQUESTED RELIEF

WE REQUEST:

- 1. That the marriage be dissolved and that we be awarded a decree of divorce;
 - 2. That the Plaintiff's Defendant's former name of _____
be restored; *(Print full former name here)*
 - 3. That a *Final Order* be entered granting the parenting plan set forth in this
Uncontested Complaint;
 - 4. That Child Support be calculated, ordered and collected as set forth in section 16 of
this *Uncontested Complaint*;
 - 5. That child support be ordered from the date of separation the date of the Final
Decree other: _____;
 - 6. That paternity be disestablished for the child(ren) born during the marriage as set
forth in section 5d. of this *Uncontested Complaint*;
 - 7. That the arrangement for the child(ren)'s Permanent Fund Dividend application be
ordered as set forth in section 13 of this *Uncontested Complaint*; and ANCSA dividends
if applicable as set forth in section 14 of this *Uncontested Complaint*;
 - 8. That the arrangement for claiming the federal tax credit for the child(ren) be ordered
as set forth in section 15 of this *Uncontested Complaint*;
 - 9. That the marital property and debts be divided as set forth in sections 19-28 of this
Uncontested Complaint;
 - 10. Other: _____
-
11. For such other and further relief as the Court deems fit and proper.

You must use black ink to fill out this form.

We have attached the following documents:

- Child Custody Jurisdiction Affidavit, [DR-150](#) – **Required**
- Child Support Guidelines Affidavit, [DR-305](#) – **Required**
- Shared Custody Support Calculation, [DR-306](#) – **Required if you have shared custody**
- Property and Debt Worksheet, SHC-1000 [Word](#) | [PDF](#)
- Other _____

BOTH spouses must sign in front of a notary.

I swear or affirm that the above is true to the best of my knowledge.

Plaintiff's Signature (In blue ink if possible)

Subscribed and sworn to or affirmed before me at _____, Alaska on _____
Name of City, Town or Village *Date*

Notary Public or other person authorized to administer oaths.
My commission expires on _____

I swear or affirm that the above is true to the best of my knowledge.

Date _____
Defendant's Signature (In blue ink if possible)

Subscribed and sworn to or affirmed before me at _____, Alaska on _____
Name of City, Town or Village *Date*

Notary Public or other person authorized to administer oaths.
My commission expires on _____