

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

CASE NO.:

CODE NO.: 40101 40201

PETITIONER - WIFE HUSBAND

-AND-

DIVORCE ANNULMENT LEGAL SEPARATION

RESPONDENT - WIFE HUSBAND

SUMMONS

THE STATE OF WISCONSIN, TO THE PERSON NAMED ABOVE AS THE RESPONDENT:

You are hereby notified that the petitioner named above has filed a lawsuit or other legal action against you. The petition, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving the summons, you must respond with a written answer, as that term is used in chapter 802 of the Wis. Stats., to the petition. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to this court, whose address is:

Clerk of Circuit Court - Family Division

County Courthouse

(Street Address of Courthouse)
_____, Wisconsin 53_____

and to the Petitioner, whose address is:

Full Street Address, Apt. No.

City, State, Zip Code

You may have an attorney help or represent you.

If you do not provide a proper response within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the petition, or you may lose your right to object to anything that is or may be incorrect in the petition. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment of wages or seizure of property.

You are further hereby notified of the availability of information set forth in § 767.081, Wis. Stats., from the family court commissioner, which provides as follows:

§ 767.081 Information from family court commissioner.

(1) Upon the filing of an action affecting the family, the family court commissioner shall inform the parties of any services, including referral services, offered by the family court commissioner and by the director of family court counseling services under § 767.11.

(2) Upon request of a party to an action affecting the family, including a revision of judgment or order under § 767.32 or § 767.325:

(a) The family court commissioner shall, with or without charge, provide the party with written information on the following, as appropriate to the action commenced:

1. The procedure for obtaining a judgment or order in the action.
 2. The major issues usually addressed in such an action.
 3. Community resources and family court counseling services available to assist the parties.
 4. The procedure for setting, modifying and enforcing child support awards or modifying and enforcing legal custody or physical placement judgments or orders.
- (b) The family court commissioner shall provide a party, for inspection or purchase, with a copy of the statutory provisions in this chapter generally pertinent to the action.

948.31 Interference with custody by parent or others. 948.31(1) (1) 948.31(1)(a) (a) In this subsection, "legal custodian of a child" means: 948.31(1)(a)1. 1. A parent or other person having legal custody of the child under an order or judgment in an action for divorce, legal separation, annulment, child custody, paternity, guardianship or habeas corpus. 948.31(1)(a)2. 2. The department of health and family services or the department of corrections or any person, county department under s. 46.215, 46.22 or 46.23 or licensed child welfare agency, if custody or supervision of the child has been transferred under ch. 48 or 938 to that department, person or agency. 948.31(1)(b) (b) Except as provided under chs. 48 and 938, whoever intentionally causes a child to leave, takes a child away or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period from a legal custodian with intent to deprive the custodian of his or her custody rights without the consent of the custodian is guilty of a Class C felony. This paragraph is not applicable if the court

has entered an order authorizing the person to so take or withhold the child. The fact that joint legal custody has been awarded to both parents by a court does not preclude a court from finding that one parent has committed a violation of this paragraph. 948.31(2) (2) Whoever causes a child to leave, takes a child away or withholds a child for more than 12 hours from the child's parents or, in the case of a nonmarital child whose parents do not subsequently intermarry under s. 767.60, from the child's mother or, if he has been granted legal custody, the child's father, without the consent of the parents, the mother or the father with legal custody, is guilty of a Class E felony. This subsection is not applicable if legal custody has been granted by court order to the person taking or withholding the child. 948.31(3) (3) Any parent, or any person acting pursuant to directions from the parent, who does any of the following is guilty of a Class C felony: 948.31(3)(a) (a) Intentionally conceals a child from the child's other parent. 948.31(3)(b) (b) After being served with process in an action affecting the family but prior to the issuance of a temporary or final order determining child custody rights, takes the child or causes the child to leave with intent to deprive the other parent of physical custody as defined in s. 822.02 (9). 948.31(3)(c) (c) After issuance of a temporary or final order specifying joint legal custody rights and periods of physical placement, takes a child from or causes a child to leave the other parent in violation of the order or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period. 948.31(4) (4) 948.31(4)(a) (a) It is an affirmative defense to prosecution for violation of this section if the action: 948.31(4)(a)1. 1. Is taken by a parent or by a person authorized by a parent to protect his or her child in a situation in which the parent or authorized person reasonably believes that there is a threat of physical harm or sexual assault to the child; 948.31(4)(a)2. 2. Is taken by a parent fleeing in a situation in which the parent reasonably believes that there is a threat of physical harm or sexual assault to himself or herself; 948.31(4)(a)3. 3. Is consented to by the other parent or any other person or agency having legal custody of the child; or 948.31(4)(a)4. 4. Is otherwise authorized by law. 948.31(4)(b) (b) A defendant who raises an affirmative defense has the burden of proving the defense by a preponderance of the evidence. 948.31(5) (5) The venue of an action under this section is prescribed in s. 971.19 (8). 948.31(6) (6) In addition to any other penalties provided for violation of this section, a court may order a violator to pay restitution, regardless of whether the violator is placed on probation under s. 973.09, to provide reimbursement for any reasonable expenses incurred by any person or any governmental entity in locating and returning the child. Any such amounts paid by the violator shall be paid to the person or governmental entity which incurred the expense on a prorated basis. Upon the application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expenses.

If you and the petitioner have minor children, this summons will be accompanied by a document setting forth the percentage standards for child support established by the Department of Health and Social Services under § 49.22(9) of the Wis. Stats. That document will list the factors a court may consider for modification of that standard under § 767.25 (1m), Wis. Stats.

Dated in the city of: _____, state of Wisconsin on Month: _____ Day: _____ Year 20_____.

By: _____
Petitioner's Signature

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

CASE NO.:

CODE NO.: 40101 40201

PETITIONER - WIFE HUSBAND

-AND-

DIVORCE ANNULMENT LEGAL SEPARATION

RESPONDENT - WIFE HUSBAND

PETITION

1. That the Wife is the Petitioner Respondent who resides at _____ in the City of _____, State of Wisconsin, _____, and is employed as a _____;
2. That the Husband is the Petitioner Respondent who resides at _____ in the City of _____, State of Wisconsin, _____, and is employed as a _____;
3. That Wife was born on _____ and has the social security number of _____;
4. That Husband was born on _____ and has the social security number of _____;
5. Both parties were married on _____, in the city of _____ state of _____;
6. That no other action for divorce, annulment or legal separation has been at any time commenced, or is now pending between the parties in this court or any other court or before any judge in this state or elsewhere;
7. This is the ____ marriage for the Wife and the ____ marriage for the Husband [enter no. of marriage];
8. That this action is brought pursuant to § 767.02(1), Wis. Stats.;
9. That the wife is now not pregnant based on information and belief;
10. That the marriage is irretrievably broken the marital relationship is broken should be annulled on the grounds set forth in Secs. 767.03 (1-4) Wis. Stats. specifically:
11. That both parties have not entered into an agreement as to maintenance, custody, and property division;
12. That no other minor children were born to the wife during this marriage except that the following are the names of any minor children that have been born to or adopted by the parties: no children no custody dispute each has attained majority or has otherwise been emancipated.

Child's Name: Social Security Number: Date of Birth:

13. For at least six (6) months before the commencement of this action, at least one of the parties was a continuous resident of the state of Wisconsin, and of county where this has been filed for at least thirty (30) days prior to the commencement of this action.

14. Pursuant to § 840.10, Stats., this action affects real property. Therefore, the court will be required to confirm or change interests in the real property that is described in address form as follows: no real property no jointly held property parties plan to sell marital real property within four months aforesaid address of the Husband Wife other: _____

WHEREFORE, PETITIONER REQUESTS THE FOLLOWING RELIEF:

- A judgment of absolute divorce annulment legal separation.
- Adoption of our written agreement into the court's final order.
- Granting mother father both parents sole joint custody and primary shared physical placement of the child(ren) to mother father both parents, subject to the reasonable periods of physical placement privileges of the mother father both parents.
- Determining the paternity of the minor child.
- Financial orders for the support of the child(ren).
- An income assignment.
- Family support.
- Maintenance.
- An award of a reasonable amount for the cost of maintaining this action and for attorney's fees.
- An equitable division of the estate of the parties.
- The restoration of wife's former legal surname.
- The services provided under § 46.25, Wis. Stats.
- Whatever other relief the court deems just and equitable.

YOU ARE HEREBY NOTIFIED pursuant to § 767.087, Wis. Stats., that during the pendency of this action, both parties are prohibited from and may be held in contempt of court for:

- (1) harassing, intimidating, physically abusing, or imposing any restraint on the personal liberty of the other party or a minor child of either of the parties;
 - (2) encumbering, concealing, damaging, destroying, transferring or otherwise disposing of property owned by either or both of the parties, without the consent of the other party or an order of the court, except in the usual course of business, in order to secure necessities or in order to pay reasonable costs and expenses of the action, including attorney's fees;
 - (3) establishing a residence with a minor child of the parties outside the state of Wisconsin or more than 150 miles from the residence of the other party within the state without the consent of the other party or an order of the court;
 - (4) removing a minor child of the parties from the state of Wisconsin for more than 90 consecutive days without the consent of the other party or an order of the court; or
 - (5) concealing a minor child of the parties from the other party without the consent of the other party or an order of the court;
- except that a violation of paragraphs (3), (4) or (5) above is not a contempt of court if the court finds that the action was taken to protect a party or a minor child of the parties from physical abuse by the other party and that there was no reasonable opportunity under the circumstances for the party to obtain an order authorizing the action.

These restraining orders apply until the action is dismissed, a final judgment in the action is entered, or the court orders otherwise.

A violation of the above restraining orders may result in punishment for contempt which may include monetary penalties, imprisonment, and other sanctions as provided for in § 785.04, Wis. Stats.

Dated in the city of _____, the state of Wisconsin on

X _____
PETITIONER'S SIGNATURE

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

CASE NO.:

JOINT PETITIONER - WIFE HUSBAND

CODE NO.: 40101_{divorce} 40201_{separation/annul.}

-AND-

DIVORCE ANNULMENT LEGAL SEPARATION AFFIRM

JOINT PETITIONER - WIFE HUSBAND

JOINT PETITION

The Wife and Husband state as follows:

1. That the Wife is one of the above-referenced Joint Petitioners who resides at _____ in the City of _____, State of _____, Zip _____, and is employed as a _____;
2. That the Husband is one of the above-referenced Joint Petitioners and resides at _____ in the City of _____, State of _____, Zip _____, and is employed as a _____;
3. That the Wife was born on ___-___-___ and has the social security number of ___-___-___;
4. That the Husband was born on ___-___-___ and has the social security number of ___-___-___;
5. Both parties were married on ___-___-___, in the city of _____ state of _____;
6. That no other action for divorce, annulment or legal separation has been at any time commenced, or is now pending between the parties in this court or any other court or before any judge in this state or elsewhere;
7. This is the _____ marriage for the Wife and the _____ marriage for the Husband; [first, second, etc]
[If not your first marriage give details:]
8. That this action is brought pursuant to § 767.02(1), Wis. Stats.;
9. That the wife is now not pregnant based on information and belief;
10. Both parties agree that the marital relationship is: irretrievably broken [divorce], broken [separation], should be annulled on the grounds set forth in Secs. 767.03 (1-4) Wis. Stats. specifically:
11. That both parties have [not] entered into an agreement as to maintenance, custody, and property division;
12. That no other minor children were born to the wife during this marriage except that the following are the names of any minor children that have been born to or adopted by the parties: no children no custody dispute each has attained majority or has otherwise been emancipated. a child not the husband's was born named:

Marital Child's Name:	Social Security Number:	Date of Birth:
_____	_____	_____
_____	_____	_____

13. For at least six (6) months before the commencement of this action, at least one of the parties was a continuous resident of the state of Wisconsin, and of county where this has been filed for at least thirty (30) days prior to the commencement of this action.

14. Pursuant to § 840.10, Stats., this action affects real property. Therefore, the court will be required to confirm or change interests in the real property that is described in address form as follows: no real property no jointly held property parties plan to sell marital real property within four months aforesaid address of the Husband Wife other:

15. Both Parties consent to personal jurisdiction and waived service of a Summons pursuant to § 767.05 (3), Stats. and affirmatively consent that this uncontested proceeding be heard on any day convenient to the court as soon as practicable after the expiration of any waiting period without further notice of the hearing date to either party so long as the judgment accurately incorporates fully the terms as set forth in future marital written agreement(s).

WHEREFORE, WE BOTH REQUEST THE FOLLOWING RELIEF:

- A judgment of absolute divorce annulment legal separation.
- Adoption of our written agreement(s) into the court's final order.
- Granting mother father both parents sole joint custody and primary shared physical placement of the child to mother father both parents, subject to the reasonable periods of physical placement privileges of the mother father both parents.
- Determining the paternity of a minor child named: _____ d.o.b. _____.
- Financial orders for the support of the child(ren).
- An income assignment.
- Family support.
- Maintenance.
- An award of a reasonable amount for the cost of maintaining this action and for attorney's fees.
- An equitable division of the estate of the parties.
- The restoration of wife's former legal surname.
- The services provided under § 46.25, Wis. Stats.
- Whatever other relief the court deems just and equitable.

YOU ARE HEREBY NOTIFIED pursuant to § 767.087, Wis. Stats., that during the pendency of this action, both parties are prohibited from and may be held in contempt of court for:

- (1) harassing, intimidating, physically abusing, or imposing any restraint on the personal liberty of the other party or a minor child of either of the parties;
 - (2) encumbering, concealing, damaging, destroying, transferring or otherwise disposing of property owned by either or both of the parties, without the consent of the other party or an order of the court, except in the usual course of business, in order to secure necessities or in order to pay reasonable costs and expenses of the action, including attorney's fees;
 - (3) establishing a residence with a minor child of the parties outside the state of Wisconsin or more than 150 miles from the residence of the other party within the state without the consent of the other party or an order of the court;
 - (4) removing a minor child of the parties from the state of Wisconsin for more than 90 consecutive days without the consent of the other party or an order of the court; or
 - (5) concealing a minor child of the parties from the other party without the consent of the other party or an order of the court;
- except that a violation of paragraphs (3), (4) or (5) above is not a contempt of court if the court finds that the action was taken to protect a party or a minor child of the parties from physical abuse by the other party and that there was no reasonable opportunity under the circumstances for the party to obtain an order authorizing the action.

These restraining orders apply until the action is dismissed, a final judgment in the action is entered, or the court orders otherwise.

A violation of the above restraining orders may result in punishment for contempt which may include monetary penalties, imprisonment, and other sanctions as provided for in § 785.04, Wis. Stats.

Dated in the city of _____, the state of Wisconsin this _____.

X _____
WIFE'S SIGNATURE

X _____
HUSBAND'S SIGNATURE

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

JOINT PETITIONER PETITIONER

-AND-

JOINT PETITIONER RESPONDENT

CASE NO.:
CODE NO.:
IV-D NO.:

AFFIDAVIT OF CUSTODY INFORMATION

STATE OF WISCONSIN)

) SS.:

_____ COUNTY)

swears as follows:

1. I am requesting that the court grant me us joint sole legal custody and primary shared physical placement of the following minor child(ren) by birth or adoption of our marriage, namely: all the children named and referred to in the petition herein attached.

Name Social Security Number Birth Date

_____, _____, _____
_____, _____, _____
_____, _____, _____

2. The following custody information is given in compliance with § 822.09, Wis. Stats.:

- (a) The minor child(ren) named above presently reside(s) with me at the address at:_____
(b) Within the last six months the minor child(ren) have lived with me at the above-referenced address.
(c) I have not previously participated as a party, witness, or in any other capacity in other litigation concerning the custody of the above-named child(ren) in this or any other state.
(d) I am unaware of any other custody proceedings concerning the minor child(ren) pending in a court of this or any other state.
(e) I know of no person not a party to this action who has physical custody of the minor child(ren) or claims to have legal custody, physical placement, or visitation rights with respect to the minor child(ren).
(f) I understand that as a party to this action, I have a continuing duty to inform this court of any custody proceedings brought concerning the child(ren) in this or any other state of which I obtain information during this proceeding.

Dated at _____, Wisconsin, this _____ day of _____, 20__.

SUBSCRIBED AND SWORN TO ME BEFORE
THIS _____ DAY OF _____, 20_____

NOTARY PUBLIC, _____ COUNTY, WI
MY COMMISSION EXPIRES: _____ IS PERMANENT

Chapter DWD 40

CHILD SUPPORT PERCENTAGE OF INCOME STANDARD

DWD 40.01 Introduction.
DWD 40.02 Definitions.
DWD 40.03 Support orders.

DWD 40.04 Determining the child support obligation in special circumstances.
DWD 40.05 Determining imputed income for child support.

Note: Chapter HSS 80 was renumbered chapter DWD 40 by emergency rule effective October 1, 1998. **Chapter HSS 80 as it existed on July 31, 1999 was renumbered chapter DWD 40, Register, July, 1999, No. 523, eff. 8-1-99.**

Preface

Section 49.22 (9), Stats., requires the department to adopt and publish a standard to be used by courts in determining child support obligations. The standard is to be based on a percentage of the gross income and assets of either or both parents.

The percentage standard established in this chapter is based on an analysis of national studies, including a study done by Jacques Van der Gaag as part of the Child Support Project of the Institute for Research on Poverty, University of Wisconsin, Madison, entitled "On Measuring the Cost of Children," which disclose the amount of income and disposable assets that parents use to raise their children. The standard is based on the principle that a child's standard of living should, to the degree possible, not be adversely affected because his or her parents are not living together. It determines the percentage of a parent's income and potential income from assets that parents should contribute toward the support of children if the family does not remain together. The standard determines the minimum amount each parent is expected to contribute to the support of their children. It expects that the custodial parent shares his or her income directly with their children. It also presumes that the basic needs of the children are being met. This latter presumption may be rebutted by clear and convincing evidence that the needs of the children are not being met.

The rules also prescribe procedures for determining equitable child support obligations under a variety of financial and family circumstances.

DWD 40.01 Introduction. (1) AUTHORITY AND PURPOSE. This chapter is promulgated under the authority of s. 46.25 (9) (a), Stats., for the purpose of establishing a standard to be used in determining child support under ss. 767.02, 767.08, 767.10, 767.23, 767.25, 767.32 and 767.51, Stats.

(2) APPLICABILITY. This chapter applies to any petition for a temporary or final order for child support of a marital or nonmarital child in an action affecting a family under s. 767.02, Stats., any stipulated child support settlement under s. 767.10, Stats., or any revision of judgment under s. 767.32, Stats.

History: Cr. Register, January, 1987, No. 373, eff. 2-1-87; r. (2) (b) to (d), Register, August, 1987, No. 380, eff. 9-1-87; am. (1), r. and recr. (2), Register, February, 1995, No. 470, eff. 3-1-95.

DWD 40.02 Definitions. In this chapter:

(1) "Acknowledgement of paternity" means both the mother and the father voluntarily signed and filed a form under s. 69.15 (3) (b) 1. or 3., Stats., with the state registrar.

(2) "Adjusted base" means the monthly income at which the child support obligation is determined for serial family payers, which is the payer's base less the amount of any existing legal obligation for child support.

(3) "Assets available for imputing income" means all real or personal property over which a payer can exercise ownership or control, including but not limited to, life insurance, cash and deposit accounts, stocks and bonds, business interests, net proceeds resulting from worker's compensation or other personal injury awards not intended to replace income, and cash and corporate income in a corporation in which the payer has an ownership interest sufficient to individually exercise control and when the cash or corporate income is not included as gross income under s. DWD 40.02 (13).

(4) "Base" means the monthly income at which the child support obligation is determined, which is calculated by adding together the payer's gross income and the payer's imputed income for child support, and dividing by 12.

(5) "Child" means the natural or adopted child of the payer.

(6) "Child support" or "child support obligation" means an obligation to support a marital child either in an intact family or

as a result of a court order, an obligation to support the payer's nonmarital child as a result of a court order, or an obligation to support the payer's nonmarital child in an intact family as a result of adoption, maternity or an acknowledgement of paternity.

(7) "Court" means a circuit court judge or family court commissioner.

(8) "Current 6-month treasury bill rate" means the yield of a U.S. government security with a term of 6 months.

(9) "Department" means the Wisconsin department of health and social services.

(10) "Dependent household member" means a person for whom a taxpayer is entitled to an exemption for the taxable year under 26 USC 151.

(11) "Family support" means an amount which a person is legally obligated to pay pursuant to an order under s. 767.261, Stats., as a substitute for child support under s. 767.25, Stats., and maintenance payments under s. 767.26, Stats.

(12) "Federal dependency exemption" means the deduction allowed in computing taxable income pursuant to 26 USC 151 for a child of the taxpayer who has not attained the age of 19 or who is a student.

(13) "Gross income" means:

(a) All income considered federal gross income under 26 CFR 1.61-1;

(b) Net proceeds resulting from worker's compensation or other personal injury awards intended to replace income;

(c) Unemployment compensation;

(d) Income continuation benefits;

(e) Voluntary deferred compensation, employee contributions to any employee benefit plan or profit-sharing, and voluntary employee contributions to any pension or retirement account whether or not the account provides for tax deferral or avoidance;

(f) Military allowances and veterans benefits;

(g) Undistributed income of a corporation, including a closely-held corporation, or any partnership, including a limited or limited liability partnership, in which the payer has an ownership interest sufficient to individually exercise control or to access the earnings of the business, unless the income included is an asset under sub. (3);

Note: Income considered under this subsection is subject to the adjustments under s. DWD 40.03 (2).

(h) Any income imputed to the payer under s. DWD 40.05; and

(i) All other income, whether taxable or not, except that gross income does not include public assistance or child support received from previous marriages or from paternity adjudications.

(14) "Gross income available for child support" means the amount of gross income after adding wages paid to dependent household members and subtracting business expenses which the court determines are reasonably necessary for the production of that income or operation of the business and which may differ from the determination of allowable business expenses for tax purposes.

(15) "Imputed income for child support" means the amount of income ascribed to assets which are unproductive or to which income has been diverted to avoid paying child support or from which income is necessary to maintain the child or children at the economic level they would enjoy if they were living with both parents, and which exceeds the actual earnings of the assets.

Unofficial Text (See Printed Volume). Current through date and Register shown on Title Page.

(16) “Intact family” means a family in which the child or children and the payer reside in the same household and the payer shares his or her income directly with the child or children and has a legal obligation to support the child or children.

(17) “Legal obligation for child support” has the meaning prescribed for “child support” or “child support obligation” in sub. (6).

(18) “Marital child” means a child determined to be a marital child under s. 767.60, Stats.

(19) “Parent” means the natural or adoptive parent of the child.

(20) “Parent with less time” means the parent having physical placement of the child less than 182 days a year.

(21) “Parent with more time” means the parent having physical placement of the child more than 183 days a year.

(22) “Payee” means the parent who is the recipient of child support as a result of a court order.

(23) “Payer” means the parent who incurs a legal obligation for child support as a result of a court order.

(24) “Serial family payer” means a payer with an existing legal obligation for child support who incurs an additional legal obligation for child support in a subsequent family as a result of a court order.

(25) “Shared-time payer” means a payer who provides overnight child care or equivalent care beyond the threshold and assumes all variable child care costs in proportion to the number of days he or she cares for the child under the shared-time arrangement.

Note: There are physical placement arrangements in which the payer provides child care beyond the threshold and incurs additional cost in proportion to the time he or she provides care, but because of the physical placement arrangement he or she does not provide overnight care (e.g., payer provides day care while the payee is working). Upon request of one of the parties the court may determine that the physical placement arrangement other than overnight care is the equivalent of overnight care.

(26) “Split custody payer” means a payer who has 2 or more children and who has physical placement of one or more but not all of the children.

(27) “Standard” or “percentage standard” means the percentage of income standard under s. DWD 40.03 (1) which, multiplied by the payer’s base or adjusted base, results in the payer’s child support obligation.

Note: The standard is based on national studies of the percentage of income used to support a child or children, with adjustment downward of those percentages to reflect costs incurred by the payer for what used to be called visitation under Wisconsin law and is now called physical placement and to maintain health insurance for the child or children.

(28) “Threshold” means 30% of a year or 109.5 out of every 365 days.

Note: The threshold was derived by taking 30% of a 365 day year.

(29) “Total annual income for child support” means gross income available for child support plus imputed income for child support.

(30) “Variable costs” means costs that include but are not limited to payment for food, clothing, school, extracurricular activities, recreation and day care.

(31) “Worksheet” means the department’s percentage standard worksheet, printed as Appendix B to this chapter.

History: Cr. Register, January, 1987, No. 373, eff. 2-1-87; r. (2) (b) to (d), r. and recr. (12) to (14), renum. (26) to (28) to be (27) to (29) and am. (29), cr. (26), Register, August, 1987, No. 380, eff. 9-1-87; r. and recr., Register, February, 1995, No. 470, eff. 3-1-95.

DWD 40.03 Support orders. (1) DETERMINING CHILD SUPPORT USING THE PERCENTAGE STANDARD. The payer’s base shall be determined by adding together the payer’s gross income available for child support under sub. (2), if appropriate, and the payer’s imputed income for child support and dividing by 12. This may be done by completing the worksheet in Appendix B, although use of the worksheet for this purpose is not required. The percentage of the payer’s base or adjusted base that constitutes the child support obligation shall be:

- (a) 17% for one child;
- (b) 25% for 2 children;
- (c) 29% for 3 children;
- (d) 31% for 4 children; and
- (e) 34% for 5 or more children.

Note: See Appendix A which indicates the amount of child support at various levels of income using the percentage standard.

(2) **GROSS INCOME AVAILABLE FOR CHILD SUPPORT.** In determining the payer’s base under sub. (1), the court may adjust the gross income by adding wages paid to dependent household members and by reducing gross income by the business expenses which the court determines are reasonably necessary for the production of that income or operation of the business and which may differ from the determination of allowable business expenses for tax purposes.

(3) **SUPPORT OBLIGATION BASED ON EARNING CAPACITY.** In situations where the income of the parent obligated to pay child support in accordance with the standard under sub. (1) is less than that parent’s earning capacity, or in situations where both parents incomes are considered under s. DWD 40.04 (2) (c) and the income of one parent is less than that parent’s earning capacity, the court may establish support by applying the percentage standard to:

(a) An amount determined by the court to represent the payer’s ability to earn, based on the payer’s education, training and work experience, and the availability of work in or near the payer’s community; or

(b) The income a person would earn by working 40 hours per week for the federal minimum hourly wage under 29 USC 206 (a) (1).

(4) **CALCULATION OF FAMILY SUPPORT.** When the standard under sub. (1) is used to calculate support under s. 767.261, Stats., the amount determined shall be increased by the amount necessary to provide a net family support payment, after state and federal income taxes are paid, of at least the amount of a child support payment under the standard.

(5) **EXPRESSION OF ORDERED SUPPORT.** In temporary, final or revised support orders, the ordered support may be expressed either as a percentage of the base or adjusted base, or as a fixed sum, or as a combination of both as permitted under ss. 767.23 (1), 767.25 (1), 767.32 and 767.51 (4), Stats.

(6) **DEPENDENCY EXEMPTION.** The court may order the payee to waive the federal dependency exemption provided that the payee’s execution of the exemption waiver is made contingent on the receipt of child support payments.

(7) **DEVIATION FROM THE PERCENTAGE STANDARD.** (a) Upon request by a party, the court may modify the amount of child support payments determined under sub. (1) if, after considering the factors in s. 767.25 (1m) or 767.51 (5), Stats., as applicable, the court finds by the greater weight of the credible evidence that use of the percentage standard is unfair to the child or to any of the parties.

(b) If the court under par. (a) modifies the amount of child support payment determined under sub. (1), the court shall state in writing or on the record the amount of support that would be required by using the percentage standard under sub. (1), the amount by which the court’s order deviates from that amount, its reasons for finding that use of the percentage standard is unfair to the child or the party, its reasons for the amount of the modification and the basis for the modification as provided under ss. 767.25 (1n) (b) and 767.51 (5d) (b), Stats.

History: Cr. Register, January, 1987, No. 373, eff. 2-1-87; am. (1) (intro.), Register, August, 1987, No. 380, eff. 9-1-87; am. (1) (intro.), renum. (2) to (4) to be (4) to (6) and am. (5), cr. (2), (3), (7), Register, February, 1995, No. 470, eff. 3-1-95.

DWD 40.04 Determining the child support obligation in special circumstances. Child support may be determined under special circumstances as follows:

(1) **DETERMINING THE CHILD SUPPORT OBLIGATION OF A SERIAL-FAMILY PAYER.** (a) *Applicability.* This subsection applies only if the additional child support obligation incurred by a payer is the

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result of a court order and the support obligation being calculated is for children from a subsequent family or subsequent paternity judgment or acknowledgment. A payer may not use the provisions of this subsection as a basis for seeking modification of an existing order based on a subsequently incurred legal obligation for child support.

(b) *Determination.* For a serial-family payer the child support obligation incurred for a marital or nonmarital child in a subsequent family as a result of a court order may be determined as follows:

1. Determine the payer's base under s. DWD 40.03 (1) (intro.);

2. Determine the order of the payer's legal obligations for child support by listing them according to the date each obligation is incurred. For a marital child, the legal obligation for child support is incurred on the child's date of birth. For a nonmarital child, the legal obligation for child support is incurred on the date of the court order. For a nonmarital child in an intact family, it is incurred on the date of adoption or the date of the filing of an acknowledgment of paternity. For a nonmarital maternal child in an intact family, it is incurred on the child's date of birth;

3. Determine the first child support obligation as follows:

a. If the payer is subject to an existing support order for that legal obligation, the support for that obligation is the monthly amount of that order; or

b. If the payer is not subject to an existing support order for that legal obligation, the support is determined by multiplying the appropriate percentage under s. DWD 40.03 (1) for that number of children by the payer's base;

4. Adjust the base by subtracting the support for the first legal obligation under subd. 3. from the payer's base under subd. 1;

5. Determine the second child support obligation as follows:

a. If the payer is subject to an existing support order for that legal obligation, the support for that obligation is the monthly amount of that order; or

b. If the payer is not subject to an existing support order for that legal obligation, the support is determined by multiplying the appropriate percentage under s. DWD 40.03 (1) for that number of children by the payer's base;

6. Adjust the base a second time by subtracting the support for the second legal obligation determined under subd. 5. from the first adjusted base determined under subd. 4;

7. Repeat the procedure under subds. 5. and 6. for each additional legal obligation for child support the serial family payer has incurred;

8. Multiply the appropriate percentage under s. DWD 40.03 (1) for the number of children subject to the new order by the final adjusted base determined in either subd. 6. or 7. to determine the new child support obligation.

Note: The following example shows how the child support obligation is determined for a serial-family payer whose additional child support obligation has been incurred for a subsequent family.

Assumptions:

Parent A's current base is \$3000.

Parent A and Parent B were married, had a child in 1980 and divorced in 1989. Parent A is subject to an existing support order of \$450 per month.

Parent A remarries and has two children, one born in 1991 and the other in 1992, and remains an intact family.

Parent A was adjudicated the father in 1993 for a child born in 1990. Child support needs to be established for this child.

Order of parent A's legal obligation for child support.

First legal obligation:	one child (1980) (divorce)
Second legal obligation:	2 children (1991 and 1992) (intact family)
Third legal obligation:	one child (1993) (paternity)

Calculation:

Parent A's current base	\$3000
The first legal obligation is subject to an existing monthly support order (divorce)	\$ 450
Adjust the base	\$3000
	<u>- 450</u>
First adjusted base	\$2550
Determine support for the second legal obligation (intact family)	\$2550
	<u>x .25</u>
	\$637.50
Adjust the first adjusted base	\$2550
	<u>- 637.50</u>
Second adjusted base	\$1912.50
Determine support for the third legal obligation (paternity)	\$1912.50
	<u>x .17</u>
	\$ 325.12

(2) DETERMINING THE CHILD SUPPORT OBLIGATION OF A SHARED-TIME PAYER. The child support obligation in cases where both parents provide overnight child care beyond the threshold may be determined as follows:

(a) Determine the number of overnights, or the equivalent as determined by the court in accordance with s. DWD 40.02 (25), each parent has the child per year. If the parent with less time has the child at least 110 overnights but not more than 146 overnights, follow the procedure in par. (b). If each parent has the child for at least 147 overnights but for not more than 218 overnights, follow the procedure in par. (c).

(b) In cases where the parent with less time has the child for at least 110 overnights, or the equivalent as determined by the court in accordance with s. DWD 40.02 (25), per year but not more than 146 per year, determine the child support as follows:

1. Determine the child support obligation under s. DWD 40.03 (1) of the parent with less time;

2. Divide by 365 the number of overnights the parent with less time has physical placement of the child to determine the percentage of the year that the parent with less time provides overnight care;

3. If the percentage under subd. 2. is over 30% but not more than 40%, reduce the child support obligation under subd. 1. in accordance with Table 40.04 (2) (b);

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TABLE 40.04 (2) (b)
REDUCTION OF SUPPORT OBLIGATION FOR 31% TO 40% TIME WITH CHILD

<u>COLUMN A</u>	<u>COLUMN B</u>
% of time with child	% of original child support obligation
30	100%
31	96.67%
32	93.34%
33	90.01%
34	86.68%
35	83.35%
36	80.02%
37	76.69%
38	73.36%
39	70.03%
40	66.70%

4. Multiply the child support obligation under subd. 1. by the appropriate percentage from Column B of Table 40.04 (2) (b) to determine the amount of child support due; and

5. Express the amount of child support due identified in subd. 4. either as a percentage or as a fixed sum.

Note: The following example shows how to calculate the amount of child support for a shared-time payer who has physical placement of the child more than 30% of the year but not more than 40% of the year.

Assumptions:

Number of children: One

Parent with less time: \$2,000 gross income/month

Assumes child-caring responsibility for 138 days

Parent with more time: \$1,500 gross income/month

Assumes child-caring responsibility for 227 days

Calculation:

The child support obligations of the parent with less time = $\$2,000 \times 17\% = \$340/\text{month}$.

Percentage of the year that the parent with less time provides overnight care = $138 \text{ days} \div 365 \text{ days} = .378$ or 38%.

The percentage of the original child support obligation for the parent with less time using Table 40.04 (2) (b) = 73.36%.

The child support owed by the parent with less time = $\$340 \times 73.36\% = \249.42 .

The percentage of income of the parent with less time = $\$249.42 \div \$2,000 = .1247$ or 12.5%.

(c) In cases where each parent has the child for at least 147 overnights per year, or the equivalent as determined by the court in accordance with s. DWD 40.02 (25), but not more than 218 overnights per year, determine the child support as follows:

1. Determine the child support obligation under s. DWD 40.03 (1) of each parent as if a payer;

2. For each parent, divide the number of overnights that the parent has physical placement of the child by 365 to determine the percentage of the year that the parent provides overnight care;

3. If for a parent the percentage under subd. 2. is over 40% but not more than 59%, reduce the child support obligation for that parent in accordance with Table 40.04 (2) (c), and then do the same for the other parent:

TABLE 40.04 (2) (c)
REDUCTION OF SUPPORT OBLIGATION FOR 41% TO 59% TIME WITH CHILD

<u>COLUMN A</u>	<u>COLUMN B</u>
% of time with child	% of original child support obligation
41	63.37%
42	60.04%
43	56.71%
44	53.38%
45	50.05%
46	46.72%
47	43.39%
48	40.06%
49	36.73%
50	33.40%
51	30.07%
52	26.74%
53	23.41%
54	20.08%
55	16.75%
56	13.42%
57	10.09%
58	6.76%
59	3.43%
60	0.00%

4. For each parent, multiply the child support obligation for that parent under subd. 1. by the appropriate percentage from Column B of Table 40.04 (2) (c) to determine the amount of child support due from that parent;

5. Subtract the lesser child support obligation under subd. 4. from the greater child support obligation under subd. 4. to determine the final amount of child support due, and the payer. The resulting payer may be either parent.

6. Express the amount of child support due either as a percentage or as a fixed sum.

Note: The following example shows how to calculate the amount of child support for a shared-time payer who has physical placement of the child for more than 40% but less than 60% of the year.

Assumptions:

Number of children: One

Parent A: \$2,000 gross income/month

Assumes child-caring responsibility for 160 days

Parent B: \$1,500 gross income/month

Assumes child-caring responsibility for 205 days

Calculation:

Parent A's child support obligation = $\$2,000 \times 17\% = \$340/\text{month}$.

Parent B's child support obligation = $\$1,500 \times 17\% = \$255/\text{month}$.

The percentage of the year that parent A provides overnight care = $160 \text{ days} \div 365 \text{ days} = .438$ or 44%.

The percentage of the year that parent B provides overnight care = $205 \text{ days} \div 365 \text{ days} = .561$ or 56%.

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Using Table 40.04 (2) (c): Parent A's percentage of the original child support obligation = 53.38%.

Using Table 40.04 (2) (c): Parent B's percentage of the original child support obligation = 13.42%.

The amount of child support parent A owes = $\$340 \times 53.38\% = \181.49 .

The amount of child support parent B owes = $\$255 \times 13.42\% = \34.22 .

The payer and the final amount of child support owed = $\$181.49 - \$34.22 = \$147.27$ owed by parent A.

The percentage of parent A's income owed as child support = $\$147.27 \div \$2,000 = .0736$ or 7.36%.

(3) DETERMINING THE CHILD SUPPORT OBLIGATION OF A SPLIT-CUSTODY PAYER. (intro.) For a split-custody payer, the child support obligation may be determined as follows:

(a) Determine the payer's base in accordance with s. DWD 40.03 (1) (intro.) for calculating the amount of child support.

(b) Multiply the payer's base established under par. (a) by the appropriate percentage under s. DWD 40.03 (1) for the number of children in the payee's custody to determine the payer's child support obligation in dollars.

(c) Determine the payee's base in accordance with s. DWD 40.03 (1) (intro.) for calculating the amount of child support.

(d) Multiply the payee's base established under par. (c) by the appropriate percentage under s. DWD 40.03 (1) for the number of children in the payer's custody to determine the payee's child support obligation.

(e) Subtract the smaller child support obligation from the larger to determine the reduced amount of child support owed by the parent with the larger child support obligation.

Note: The following example shows how to calculate the amount of child support for a split-custody payer:

Assumptions:

The payer is divorced and has 3 children;

The payer has custody of one child;

The payer's monthly gross income is \$3,000;

The payee has custody of 2 children; and

The payee's monthly gross income is \$1,500.

Calculation:

The payer's base \$3,000

The payer's original child support obligation (25% x \$3,000) 750

The payee's base 1,500

The payee's original child support obligation (17% x \$1500) 255

The payer owes the payee (750 - 255) \$495

History: Cr. Register, January, 1987, No. 373, eff. 2-1-87; am. (1) (a), (b) (intro.) and 1., (3) (intro.), (a) and (c), r. and recr. (2), Register, August, 1987, No. 380, eff. 9-1-87; r. and recr. (1), (2), Register, February, 1995, No. 470, eff. 3-1-95.

DWD 40.05 Determining imputed income for child support. For a payer with assets, a reasonable earning potential may be attributed to the assets as follows:

(1) Determine the payer's gross income;

(2) If the court finds that the payer has underproductive assets or has diverted income into assets to avoid paying child support or that income from the payer's assets is necessary to maintain the child or children at the economic level they would have enjoyed if they and their parents had been living together, identify those assets and then impute income to them by multiplying the total net value of the assets by the current 6-month treasury bill rate or any other rate that the court determines is reasonable; and

(3) Subtract the actual earnings of the assets from the imputed income from the assets to determine the imputed income for child support.

History: Cr. Register, January, 1987, No. 373, eff. 2-1-87; r. and recr. Register, August, 1987, No. 380, eff. 9-1-87; am. (2), Register, February, 1995, eff. 3-1-95.

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

CASE NO.:

JOINT PETITIONER - PETITIONER WIFE HUSBAND

THIS CASE IS IN REGARDS TO A:

-AND-

DIVORCE ANNULMENT LEGAL SEPARATION

JOINT PETITIONER - RESPONDENT WIFE HUSBAND

ADMISSION OF SERVICE, PROOF OF SERVICE,
WAIVER OF THE ORDER TO APPEAR, AND WAIVER OF APPEARANCE

WHEREAS: I do hereby admit due and proper service of the petition pleadings effective nunc pro tunc to the date of the initial filing and I consent and submit to the personal jurisdiction of the above-referenced Family Court Branch in Wisconsin; and

WHEREAS: I have read a true and accurate copy of the petition for my family action and understand it and admit all the allegations contained in it and I believe our marriage is irretrievably broken; and

WHEREAS: I further waive all objections to venue and further waive the issuance, service, and receipt of the following: signed administrative dismissal notice and order, an Order for Appearance under §767.125 Wis. Stats., certificate of compliance, affidavit of custody, statutory provisions regarding child support, receipt of my spouse's financial disclosure statement, marital disbursement order, and return of process in this action; and I voluntarily enter a general appearance in this action bearing the above-referenced docket case number; and

WHEREAS: I further waive all jurisdictional objections to the Uniform Child Custody Jurisdiction Act, § 822 Wis. Stats., and if I am in the military service of the United States as defined in § 511 of the Soldiers and Sailors Civil Relief Act of 1940, as amended, 50 U.S.C. § 510, et seq., I acknowledge that I am not entitled to the protections of those laws nor to have counsel appointed for me under 50 U.S.C. § 520; and

NOW, THEREFORE, I affirmatively consent that this legal proceeding is uncontested and that it be heard on any day convenient to the court as soon as practicable after the expiration of 120 days from my spouse's filing of the legal pleadings without further notice of the hearing date to me and without further notice to me as to the entry of judgment, so long as the final judgment properly and accurately incorporates fully the terms as set forth in our signed Marital Settlement Agreement (Form A21) and Parenting Plan (Form A14)(if applicable) **which was signed under no duress or force and without collusion. I was given copy(ies) of both forms to keep.**

Dated in the city of _____, the state of _____ this _____.

X _____
NON-APPEARING CO-PETITIONER OR RESPONDENT'S SIGNATURE

**STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH**

IN RE THE __PATERNITY __ MARRIAGE OF:

CASE NO.: _____

JOINT PETITIONER PETITIONER

PRELIMINARY FINAL

-AND-

**WOMAN'S F.D.S.
MAN'S F.D.S.**

JOINT PETITIONER RESPONDENT

FINANCIAL DISCLOSURE STATEMENT

Name:
Address:
Social Security No.:
Birthdate:
Employer:
Occupation:

Date of Filing Summons:
Date of Service of Summons:

Child (ren) :
Date(s) of Birth:

No children were born or adopted.

Child (ren) is / are living with : Mother Father

STATEMENT OF INCOME, EXPENSES, ASSETS AND LIABILITIES

1. GROSS MONTHLY INCOME:

Salary and wages:	\$ _____
Pensions and retirement:	\$ _____
Social security:	\$ _____
Disability and unemployment insurance:	\$ _____
Public assistance (welfare, AFDC payments, etc.):	\$ _____
Child support:	\$ _____
Dividends and interest:	\$ _____
Rents:	\$ _____
All other sources: (specify):	\$ _____
TOTAL MONTHLY INCOME:	\$ _____

2. ITEMIZE MONTHLY DEDUCTIONS FROM GROSS INCOME:

Number of exemptions claimed:	1 2 3 ____
State Income Tax:	\$ _____
Federal Income Tax:	\$ _____
Social Security (FICA):	\$ _____
Insurance (medical and/or other):	\$ _____
Union or other dues:	\$ _____
Retirement and/or Pension Fund:	\$ _____
Credit Union:	\$ _____
Savings Plan:	\$ _____
Other:	\$ _____
TOTAL MONTHLY DEDUCTIONS:	\$ _____
NET MONTHLY INCOME:	\$ _____

3. TOTAL MONTHLY EXPENSES:

Rent or mortgage payments (residence): \$ _____
 Real property taxes (residence): \$ _____
 Real property insurance (residence): \$ _____
 Maintenance (residence): \$ _____
 Food and household supplies: \$ _____
 Utilities including water, electricity, gas and heat: \$ _____
 Telephone: \$ _____
 Laundry and cleaning: \$ _____
 Clothing: \$ _____
 Medical: \$ _____
 Dental: \$ _____
 Insurance, (life, health, accident): \$ _____
 Child care: \$ _____
 Payment of child spousal support re prior marriage: \$ _____
 School: \$ _____
 Entertainment (includes clubs, social obligations, travel): \$ _____
 Incidentals (grooming, tobacco, alcohol, gifts, and donations): \$ _____
 Transportation (other than automobile): \$ _____
 Auto expense (gas, oil, repair, insurance): \$ _____
 Auto payments: \$ _____
 Installment payments: \$ _____
 Other expenses: \$ _____

TOTAL EXPENSES: \$ _____

4. DEBTS AND OBLIGATIONS:

CREDITOR'S NAME	BALANCE	MONTHLY PAYMENT	PARTY RESPONSIBLE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER:

TOTAL \$ _____

REASONS FOR DEVIATION IF FIGHTING FOR AN INCREASE OR DECREASE OF CHILD OR SPOUSAL SUPPORT:

5. STATEMENT OF ASSETS:

a. REAL ESTATE: None

Address: _____
 Original Cost: _____
 Additions: _____
 Total Cost: _____
 Current market Value: _____
 Basis of Valuation: _____
 Mortgage Balance: _____
 Secured Party: _____
 Other Liens: _____
 Real Estate Taxes for 20__ : _____

b. HOUSEHOLD ITEMS AND PERSONAL EFFECTS:

(1) Household furniture, furnishings, appliances and equipment:
 All under \$500. Nominal. We have divided the property.

Description Value

(2) Automobile(s): None

Year, Make, Model: _____
 Current Value: _____
 Amount Owed: _____
 Owner: _____

(3) Securities-Stocks and Bonds: None

(4) Cash and Deposit Accounts: None
 (bank, savings, credit union savings and checking)

Name of Institution: _____
 Type of Account: _____
 Account Number: _____
 Current Balance: _____
 Date: _____
 Owner of Account: _____

c. INSURANCE: None

Name of Insurance Company: _____
 Insured: _____
 Policy No.: _____
 Face Amount: _____
 Cash Value: _____
 Beneficiary: _____
 Type of Policy: _____
 Owner: _____

d. RETIREMENT INTERESTS: None

Name of Company: _____
 Type of Plan: _____
 ID number: _____
 Value of Interest: _____
 Percent Vested: _____
 Date of Valuation: _____
 Owner: _____

e. BUSINESS INTEREST: None

Business's Name and Address: _____
 Percentage of Ownership: _____
 Value Less Indebtedness: _____
 Owner: _____

f. OTHER ASSETS: None

g. LITIGATION:

I am not a party to any other lawsuits, except for:

I do not have a personal injury suit, property damage suit, breach of contract or any other claim against anyone, except for:

I have not filed for bankruptcy, except for:

h. ATTACHMENTS (check if attached) Waived

Tax returns for years

Wage statements for periods:

Copy of current health care insurance policy/ plan name as beneficiary

Information regarding the types and costs of any health insurance policies or plans offered through employer or other organization.

I declare under penalty of perjury that the foregoing, including any attachments, is true and correct and that this declaration was executed on _____ at _____

_____, Wisconsin.

X

(circle one) JOINT PETITIONER / PETITIONER / RESPONDENT

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

PETITIONER JOINT PETITIONER

CASE NO.: ___FA_____

-AND-

RESPONDENT JOINT PETITIONER

CERTIFICATE OF COMPLIANCE
WITH STATUTORY REQUIREMENTS

- 1. I am the PETITIONER RESPONDENT JOINT PETITIONER in this action and I certify to the Court:
2. This legal action was filed with the Clerk of Circuit Court on: Month: _____ Day: _____ Year: 20 ____
3. This action was commenced by filing a (A1 Form) Joint Petion and my spouse signed the (A10 Form) Admission of Service and Waiver of the Order to Appear. 120 days from the date I filed the A1 Form is _____.
The (A2 Form) Summons and (A3 Form) Petition were personally served on the respondent on _____, which is within 60 days of the filing date, and 120 days from the date of service _____.
I have mailed an authenticated copy of the summons and petition to my spouse's last address and have received them back,.
I have done an internet search at www.switchboard.com and telephone directory searches and no addresses were found.
I have obtained a notarized (A25 Form) Affidavit of Service / Not Found from a process server and filed it with the Court.
I have mailed letters to his relatives with no luck. These letters have been filed with the Court.
Since due diligence has been performed and I could not personally serve my spouse, service was accomplished by publication in a newspaper in the hometown where my spouse last resided. This has been done as required by sec. 801.11(1)(c); the last day of publication was _____, 20__ and 120 days from the first date of publication is _____ 20__.
4. The summons and petition were the joint petition was served on the Family Court Commissioner on the same day I filed the initial legal papers with the Clerk of Courts. another day that day being _____.
5. There are disputed issues for trial. There are no disputed issues for trial.
6. There is no signed (A21 Form) Marital Settlement Agreement. There is a signed (A21 Form) Final Marial Settlement Agreement which I have filed. I have signed a (A21P Form) Proposed Order / Marital Settlement Agreement Form as my spouse refuses or is unable to sign the A21 form. I have also drafted a proposed (A13 and A132 Forms) Findings of Fact, Conclusions of Law, Final Judgement. I have copied all these documents four times and have stapled them together into 5 packets.
7. No public assistance is involved. Yes, there is public assistance (W-2, food stamps, Title 19) and I have served the Department of Child Support in Room 100 at 901 North 9th Street, Milwaukee, Wisconsin, with ALL copies of my paperwork and I plan to notify them of any dates that this Court gives me.
8. My spouse my spouse's attorney has been served with a copy of this certification.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT AS OF THE DATE I HAVE SIGNED THIS DOCUMENT. This document was signed by me on _____, 20____.

____ Joint ___Petitioner's Signature ___Attorney for Movant

My Full Legal Name (Please Print)

My Phone Number

My Currrent Address

My City, State, Zip

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

PETITIONER JOINT PETITIONER

CASE NO.: ____ FA _____

-AND-

RESPONDENT JOINT PETITIONER

DIVORCE ANNULMENT LEGAL SEPARATION

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL JUDGMENT

Judicial Officer: The Honorable _____

Place: _____ County Courthouse, _____ Street, _____, Wisconsin 53_____

Hearing Date: _____ 20____

Appearances: The Joint Petitioner _____ was present in person; pro se and by Attorney:
The other party waived appearance duly filed did not appear appeared pro se and by Attorney:
The Court, having examined the pleadings and having heard the evidence and being fully advised finds:

FINDINGS OF FACT

- 1. That all necessary residency requirements and prerequisites of law have been legally satisfied. For at least six (6) months before the commencement of this action, at least one of the parties was a continuous resident of the state of Wisconsin, and of this county for at least thirty (30) days prior to the commencement of this action; further, all necessary parties have been duly served and ordered to appear; 120 days have lapsed since the date of service of the petition upon the other party;
2. That this Court has personal jurisdiction of both parties and the subject of this matter;
3. That _____ is the Petitioner Joint Petitioner who resides at _____ in the City of _____, State of Wisconsin;
4. That _____ is the Respondent Joint Petitioner who resides at _____ in the City of _____, State of _____ Wisconsin;
5. That the Wife was born on _____ and has the social security number of _____;
6. That the Husband was born on _____ and has the social security number of _____;
7. That the Wife is employed as a _____ and has a current monthly gross income as reflected in her financial disclosure statement of \$_____ or updated on the record;
8. That the Husband is employed as a _____ and has a current monthly gross income as reflected in his financial disclosure statement of \$_____ or updated on the record;
9. Both parties were married on _____, in the city of _____ state of _____;
10. That no other action for divorce, annulment or legal separation has been at any time commenced, or is now pending between the parties in this court or any other court or before any judge in this state or elsewhere;
11. This is the _____ marriage for the Wife and the _____ marriage for the Husband [enter "first" "second" etc.];
12. That this action is brought pursuant to § 767.02(1) (b) Annulment (c) Divorce (d) Legal Separation, Wis. Stats.;
13. That the wife is now not pregnant;
14. That the marriage is irretrievably broken [divorce] the marital relationship is broken [separation] annulment grounds exist under Sec. 767.03, Wis. Stats. specifically:
14a. Other findings:

15. That party's assets, their interests therein, the values thereof, and their encumbrances and debts are found to be as set forth in their Marital Settlement Agreement Proposed Order and in the Financial Disclosure Statement(s), which were updated as required by statute on the record and are on file herein;

16. That the Marital Settlement Agreement Proposed Order appended hereto, is found to be fair and reasonable;

17. That no other minor children were born to the wife during this marriage except that the following are the names of any minor children that have been born to or adopted by the parties and have been set forth in the attached Marital Settlement Agreement Parenting Agreement Proposed Order along with specific legal custody, primary placement, best interest, insurance, and child support provisions for:

Child's Name: Social Security Number: Date of Birth:

no children each has attained majority or has otherwise been emancipated.

Upon these Findings of Fact, I hereby make the following Conclusions of Law and Judgment:

CONCLUSIONS OF LAW AND JUDGMENT

18. The marriage between the parties is dissolved, and both parties are hereby divorced effective immediately. Both parties are informed by this court that under Wis. Stats. § 765.03(2): It is unlawful for either party to marry again until six months after judgment of divorce is granted, and the marriage of either party to any other person(s) solemnized before the expiration of six months from the date of the granting of judgment of divorce shall be void. The marital relationship is broken and, in case of a reconciliation at anytime thereafter, the parties may apply for a revocation of the judgment of legal separation.

19. All the terms and provisions of the Marital Settlement Agreement / Parenting Agreement Proposed Order which were entered into and attached and appended hereto, are found to be fair and reasonable, are approved in their entirety, and are incorporated by reference, merged into, and made part of this Judgment of this Court.

20. The Parties' property and obligations shall be distributed and apportioned according to the terms and conditions of said Marital Settlement Agreement Proposed Order, and both parties are ordered to comply with all said conditions.

21. The wife is forthwith restored the use of her former surname, to wit, _____.

22. Disobedience of court orders is punishable under Chapter 785, Wis. Stats., by commitment to the county jail or house of correction until such judgment is complied with and the costs and expenses of the proceedings are paid or until the party commitment is otherwise discharged according to law.

23. Notices § 767.327 and § 948.31, Wis. Stats., [Forms A19 & A19a] are appended to this judgment and incorporated by reference and are made the order and judgment of the court as if fully set out herein, in both words and figures. All payments shall be made to: Wisconsin SCTF Box 74200, Milwaukee, WI 53274-0200. [must be checked if maintenance or child support awarded]

24. That the clerk of courts per § 806.06(1),(2), Wis. Stats., shall enter this judgment forthwith by affixing a file stamp that is dated.

25. The Court further orders (specify): See attachment.

Dated at _____, Wisconsin on _____ .

BY THE COURT:

PRESIDING OFFICIAL'S SIGNATURE

Change of Residence of Child(ren). Notice is hereby given of the provisions of Wis. Stats. § 767.327:

1. § 767.327 Moving the child's residence within or outside the state.

(1) NOTICE TO OTHER PARENT. (a) If the court grants periods of physical placement to more than one parent, it shall order a parent with legal custody of and physical placement rights to a child to provide not less than 60 days written notice to the other parent, with a copy to the court, of his or her intent to:

1. Establish his or her legal residence with the child at any location outside the state.
2. Establish his or her legal residence with the child at any location within this state that is at a distance of 150 miles or more from the other parent.
3. Remove the child from this state for more than 90 consecutive days.

(b) The parent shall send the notice under par. (a) by certified mail. The notice shall state the parent's proposed action, including the specific date and location of the move or specific beginning and ending dates and location of the removal, and that the other parent may object within the time specified in sub. (2).

(2) OBJECTION; PROHIBITION; MEDIATION. (a) Within 15 days after receiving the notice under sub. (1), the other parent may send to the parent proposing the move or removal, with a copy to the court, a written notice of objection to the proposed action.

(b) If the parent who is proposing the move or removal receives a notice of objection under par. (a) within 20 days after sending a notice under sub. (1)(a), the parent may not move with or remove the child pending resolution of the dispute, or final order of the court under sub. (3), unless the parent obtains a temporary order to do so under § 767.23 (1)(bm).

(c) Upon receipt of a copy of a notice of objection under par. (a), the court or family court commissioner shall promptly refer the parents for mediation or other family court counseling services under § 767.11 and may appoint a guardian ad litem. Unless the parents agree to extend the time period, if mediation or counseling services do not resolve the dispute within thirty (30) days after referral, the matter shall proceed under subs (3) to (5).

(3) STANDARDS FOR MODIFICATION OR PROHIBITION IF MOVE OR REMOVAL CONTESTED. (a) 1. Except as provided under par. (b), if the parent proposing the move or removal has sole legal or joint legal custody of the child and the child resides with that parent for the greater period of time, the parent objecting to the move may file a petition, motion or order to show cause for modification of the legal custody or physical placement order affecting the child. The court may modify the legal custody or physical placement order if, after considering the factors under sub. (5), the court finds all of the following:

- a. The modification is in the best interest of the child.
- b. The move or removal will result in a substantial change of circumstances since the entry of the last order affecting legal custody or the last order substantially affecting physical placement.

2. With respect to subd. 1:

a. There is a rebuttable presumption that continuing the current allocation of decision making under a legal custody order or continuing the child's physical placement with the parent with whom the child resides for the greater period of time is in the best interest of the child. This presumption may be overcome by a showing that the move or removal is unreasonable and not in the best interest of the child.

b. A change in the economic circumstances or marital status of either party is not sufficient to meet the standards for modification under that subdivision.

3. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.

(b) 1. If the parents have joint legal custody and have substantially equal periods of physical placement with a child, either parent may file a petition, motion or order to show cause for modification of the legal custody or physical placement order. The court may modify an order of legal custody or physical placement if, after considering the factors under sub. (5), the court finds all of the following:

- a. Circumstances make it impractical for the parties to continue to have substantially equal periods of physical placement.
- b. The modification is in the best interest of the child.

2. Under this paragraph, the burden of proof is on the parent filing the petition, motion or order to show cause.

(c) 1. If the parent proposing the move or removal has sole legal custody or joint legal custody of the child and the child resided with that parent for the greater period of time or the parents have substantially equal periods of physical placement with the child, as an alternative to the petition, motion or order to show cause under par. (a) or (b), the parent objecting to the move or removal may file a petition, motion or order to show cause for an order prohibiting the move or removal. The court may prohibit the move or removal if, after considering the factors under sub (5), the court finds that the prohibition is in the best interests of the child.

2. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.

(4) GUARDIAN AD LITEM; PROMPT HEARING. After a petition, motion or order to show cause is filed under sub. (3), the court shall appoint a guardian ad litem and hold a hearing as soon as possible.

(5) FACTORS IN COURT'S DETERMINATION. In making its determination under sub. (3), the court shall consider all of the following factors:

- (a) Whether the purpose of the proposed action is reasonable.
- (b) The nature and extent of the child's relationship with the other parent and the disruption to that relationship which the proposed action may cause.
- (c) The availability of alternative arrangements to foster and continue the child's relationship with an access to the other parent.

(6) NOTICE REQUIRED FOR OTHER REMOVALS. (a) Unless the parents agree otherwise, a parent with legal custody and physical placement rights shall notify the other parent before removing the child from his or her primary residence for a period of not less than 14 days.

(b) Notwithstanding par. (a), if notice is required under sub. (1), a parent shall comply with sub. (1).

(c) Except as provided in par. (b), subs. (1) to (5) do not apply to a notice provided under par. (a).

2. § 767.11(5) Mediation referrals

(a) In any action affecting the family, including a revision of judgment or order under § 767.32 or § 767.325, in which it appears that legal custody or physical placement is contested, the court or family court commissioner shall refer the parties to the director or family court counseling services for possible mediation for those contested issues. The court or family court commissioner shall inform the parties that there is no privilege or confidentiality when the mediator also conducts the legal custody or physical placement study under sub. (14).

(b) If both parties to any action affecting the family wish to have joint legal custody of a child, either party may request the court or family court commissioner to refer the parties to the director of family court counseling services for assistance in resolving any problem relating to joint legal custody and physical placement of the child. Upon request, the court shall so refer the parties.

(c) A person who is awarded periods of physical placement, a child of such a person, a person with visitation rights or a person with physical custody of a child may notify the family court commissioner of any problem he or she has relating to any of these matters. Upon notification, the family court commissioner may refer any person involved in the matter to the director of family court counseling services for assistance in resolving the problem.

(d) Interference with custody and parental rights. Whoever intentionally violates the following criminal statute may be punished by a fine of not more than \$10,000 or imprisoned not more than two years or both;

§ 948.31 Interference with custody by parent or others. (1)(a) In this subsection, "legal custodian of child" means:

1. A parent or other person having legal custody of the child under an order or judgment in an action for divorce, legal separation, annulment, child custody, paternity, guardianship or habeas corpus.
2. The department of health and social services or any person, county department under § 46.215, 46.22 or § 46.23 or licensed child welfare agency, if custody of the child has been transferred under ch. 48 to that department, person or agency.
- (b) Except as provided under ch. 48, whoever intentionally causes the child to leave, takes the child away or withholds the child for more than 12 hours beyond the court-approved period of physical placement or visitation period from a legal custodian with intent to deprive the custodian of his or her custody rights without the consent of the custodian is guilty of a Class C felony. This paragraph is not applicable if the court has entered an order authorizing the person to so take or withhold the child. The fact that joint legal custody has been awarded to both parents by a court does not preclude a court from finding that one parent has committed a violation of this paragraph.
- (2) Whoever causes the child to leave, takes the child away or withholds the child for more than 12 hours from the child's parents, or the child's mother in the case of a nonmarital child where parents do not subsequently intermarry under § 767.60, without the consent of the parents or the mother, is guilty of a Class E felony. This subsection is not applicable if legal custody has been granted by court order to the person taking or withholding the child.
- (3) Any parent, or any person acting pursuant to directions from the parent, who does any of the following is guilty of a Class C felony:
 - (a) Intentionally conceals the child from the child's other parent.
 - (b) After being served with process in an action affecting the family but prior to the issuance of a temporary or final order determining custody rights to the child, takes the child or causes the child to leave with intent to deprive the other parent of physical custody as defined in § 822.02(9).
 - (c) After issuance of a temporary or final order specifying joint legal custody rights and periods of physical placement, takes the child from or causes the child to leave the other parent in violation of the order or withholds the child for more than 12 hours beyond the court-approved period of physical placement or visitation period.
- (4)(a) It is an affirmative defense to prosecution for violation of this section if the action:
 1. Is taken by a parent or by a person authorized by a parent to protect his or her child in a situation in which the parent or authorized person reasonably believes that there is a threat of physical harm or sexual assault to the child;
 2. Is taken by a parent fleeing in a situation in which the parent reasonably believes that there is a threat of physical harm or sexual assault to himself or herself;
 3. Is consented to by the other parent or any other person or agency having legal custody of the child; or
 4. Is otherwise authorized by law.
- (b) A defendant who raises an affirmative defense has the burden of proving the defense by a preponderance of the evidence.
- (5) The venue of an action under this section is prescribed in § 971.19(8).
- (6) In addition to any other penalties provided for violation of this section, a court may order a violator to pay restitution, regardless of whether the violator is placed on probation under § 973.09, to provide reimbursements for any reasonable expenses incurred by any person or any governmental entity in locating and returning the child. Any such amounts paid by the violator shall be paid to the person or governmental entity which incurred the expense on a prorated basis. Upon the application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expenses.
 - (a) All orders for maintenance/child support/family support constitute an assignment of all commissions earnings, salaries, wages, pension benefits, benefits under chapter 102 or 108, Wis. Stats., and other money due or to be due in the future. The assignment shall take effect immediately. The court shall provide notice of the assignment to the person from whom the payer receives or will receive money. Payments will be sent directly to the Department of Child Support Enforcement. Payments shall be recorded in an account established by the Wisconsin Support Collections Trust Fund. The Wis. SCTF shall charge the account with the monthly amount as herein ordered. § 767.265, Wis. Stats. The assignment shall be for an amount sufficient to ensure payment of current amounts imposed by the court for the support of the spouse and/or minor children and to defray arrearages in payments due.
 - (b) The payer shall pay to Wisconsin SCTF Box 74200 Milwaukee, WI 53274-0200 the annual sum of \$25.00 pursuant to § 814.61(12)(b), Wis. Stats. The annual fee shall be paid at the time of, and in addition to, the first payment to said fund of each year for which payments are ordered. If the annual fee is not paid when due, the payor and the Department of Child Support shall have standing to move the court for remedial sanction under chapter 785, Wis. Stats., and the annual fee shall be increased to a higher amount.
 - (c) Notification of Changes in Address, Employer and Ability to Pay. Both parties shall notify the Department of Child Support Enforcement, Room 101 and the other party if there is any permanent change in address or employer within 10 days of such change. Further, the payer shall notify the Department of Child Support Enforcement and the other party, within 10 days, of any change of employer and of any substantial change in the amount of his/her income such that his/her ability to pay child support/family support/maintenance is affected. Such notification of any substantial changes in the amount of the payer's income will not automatically result in a change of the order unless a revision of the order is sought.
 - (d) The arrearage of record if any found above is to be paid by the obligor through an income assignment.
 - (e) If the child support payment is a fixed sum, it shall be adjusted annually commencing ("date" based on a change in the petitioner's /respondent's earnings/cost of living). Application to the court for adjustment must be made by the recipient of the child support payments at least 20 days before the effective date of the adjustment and as required in § 767.33(2), Wis. Stats.
 - (f) A party ordered to pay child (family) support shall pay simple interest at the rate of 1.5% per month on any amount unpaid commencing the first day of the second month after the month in which the amount was due.
 - (g) A withholding assignment or order under this section has priority over any other assignment, garnishment or similar legal process under state law.

STATE OF WISCONSIN : CIRCUIT COURT : COUNTY
FAMILY DIVISION

[Please TYPE or PRINT all information and check applicable boxes]

In re the marriage of: Case # _____ FA _____

_____, Petitioner

Social Security #: _____

Family A B C D
[circle correct one]

--- and ---

_____, Respondent

Social Security #: _____

IV-D # _____

**FINAL STIPULATION -
MARITAL SETTLEMENT AGREEMENT**

PRELIMINARY STATEMENTS

- **In this document**, the [] petitioner [] respondent is called **WIFE**.
- **In this document**, the [] petitioner [] respondent is called **HUSBAND**.
- The respondent acknowledges receipt of a copy of the summons and petition in this action.
- The parties have *[number]* _____ minor child(ren) as a result of this relationship. There are *[number]* _____ adult child(ren). The wife is not pregnant and has not given birth to any other children during this marriage.
- The parties have been separated since _____
[date]
- Both parties agree that this marriage is irretrievably broken (the marriage is over).
- Each party acknowledges that she/he has the right to hire a lawyer to represent her/his legal interests, that she/he proceeds in this action without a lawyer by her/his own choice, and that she/he understands her/his legal and financial rights well enough to proceed without a lawyer.
- The parties state that the following agreement is a reasonable, fair and equitable division of their marital property and debts, and the parties consent to its terms freely and voluntarily after considering their economic circumstances, the property each brought into the marriage, their age and health, and their earnings.
- Each party has a general idea of the other's approximate income, property and debts. Each party believes that the other party has made an honest, complete and fair financial disclosure. Each party waives any further formal financial disclosure statements.
- Respondent hereby waives her/his right to receive further notice of the date, time and location of the final hearing of this matter, and consents to the other party's appearance to give testimony and ask that the Court grant a divorce adopting the terms set forth in this document.
- Both parties waive any and all jurisdictional objections to the extent they are legally allowed to do so, including objections based on military service of the United States as defined in Sec.511 of the Soldiers and Sailors Civil Relief Act of 1940, as amended, 50 USC Sec.510, et seq., and state that neither is entitled to the protection of that act.

MARITAL SETTLEMENT AGREEMENT

Subject to the approval of the court, the parties agree that the terms of their divorce, to be included in the forms known as the Findings of Fact, Conclusions of Law and Judgment of Divorce, shall be as follows:

1. CHILD CUSTODY AND PHYSICAL PLACEMENT (write on back if more space needed)

The following is a list of the name(s), birth date(s), and social security number(s) of our minor children:

	DOB: _____	S.S. No: _____
	DOB: _____	S.S. No: _____
	DOB: _____	S.S. No: _____
	DOB: _____	S.S. No: _____

A. CUSTODY - It is in the best interest of the child(ren) that: *[check one]*
 Joint Legal Custody - that his/her/their legal custody be awarded jointly to the parties; we are both fit and proper persons to have joint legal custody.

OR

Sole Legal Custody - his/her/their legal custody be awarded solely to the _____, who is a fit and proper person to have sole custody. *[write in "husband or wife"]*

B. PHYSICAL PLACEMENT - It is in the best interest of the child(ren) that:

Primary Placement - that the _____ have primary physical placement of the child(ren). *[write in "husband" or "wife"]*

AND

Alternate Physical Placement (Visitation): the parent who does not have primary physical placement shall have periods of physical placement with the child(ren): *[Check box a, b, or c, below]*

at reasonable times after giving the parent with primary physical placement reasonable notice;

OR

as follows: _____

Check the box if further conditions are attached:

OR

the issue of alternate periods of physical placement shall be held open at this time.

School and Medical Records. Under Sec. 767.24(7), Wis. Stats., both parents have access to the child(ren)'s medical, dental, and school records.

Mediation. The parties agree that if they are unable to resolve any disputes concerning the custody and/or placement of the child(ren), they will participate in mediation through the Family Court Mediation Service.

2. CHILD SUPPORT *[Check one of the box(es) below]*

Starting on *[date]* _____, the *[choose one]* husband wife shall pay child support in the amount of:

1. \$ _____ per month
2. _____ % of all gross income
3. \$ _____ per month, or _____ % of gross income, whichever is greater,
4. Other: _____

towards the support of the minor child(ren) of the parties.

Additional provisions: _____

All child support shall be paid by income assignment and shall continue until the child reaches the age of 18 and completes high school; but in no event shall support continue after the youngest child reaches the age of 19.

All child support payments shall be made by income assignment through the *[choose one]* husband's wife's employer to the Wisconsin Support Collection Trust Fund (WI SCTF). If the employer does not deduct the money from the payor's check by the effective date of the child support order, the payor will pay by check to the WI SCTF the required amount until that amount is deducted from his/her paycheck.

The _____ shall pay to the WI SCTF an annual receiving and disbursing fee of \$25.00, pursuant to Sec. 814.69(12)(b), Wis. Stats. This annual fee shall be paid at the time of and in addition to the first payment made in each year for which payments are ordered, beginning January 1st of the next year. If the annual fee is not paid when due, the fee shall not be deducted from maintenance or support payments, but the County Office of Child Support Enforcement shall have standing to move the Court for immediate sanctions under Chapter 785 or to apply for an assignment.

So long as there remains any obligation for child support, each party shall notify the WI SCTF of any change in address or employer within ten (10) days. That notice shall be in writing, listing his/her case number.

Any party ordered to make payments under this agreement shall assign commissions, earnings, salaries, wages, pension benefits, benefits under Chapter 102 or 108, and other money due now or in the future to the WI SCTF where the action is filed in an amount sufficient to meet the maintenance, child support, or family support payments imposed by the Court for the support of the spouse or minor child(ren) or both, and to cover any money owed at the time the assignment shall take effect.

3. TAX EXEMPTIONS *[check one of the boxes below and fill in the blank(s)]*

The *[choose one]* husband wife may claim the minor child(ren) as an exemption(s) for federal and state income tax purposes.

OR

The wife may claim *[list child(ren)'s names]* _____ as exemption(s) for federal and state income tax purposes, and the husband may do the same for _____.

OR

The wife may claim the child(ren) as an exemption for federal and state income tax purposes in odd even-numbered years, and the husband may so claim the child(ren) in even odd-numbered years.

OR

The *[choose one]* husband wife may claim the minor child(ren) as exemption(s) for federal and state income tax purposes only if he/she is current in payment of child support as of December 31st of the year in which he/she intends to claim the exemption.

Each party agrees to cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the option selected above.

4. HEALTH CARE EXPENSES FOR MINOR CHILD(REN)

The following provisions apply to each child, until he/she is emancipated, reaches the age of 18 and finishes high school, or reaches age 19 if he/she continues to be a full-time high school student. *[check the agreed-upon box(es) on the next page and fill in the blank(s)]*

Each party agrees to provide medical insurance coverage for the minor child(ren).

OR

The *[choose one]* husband wife will provide medical insurance coverage for the minor child(ren).

OR

The *[choose one]* husband wife will provide dental insurance coverage for the child(ren) if it is available through (his/her) employer.

The party not providing the medical and/or dental insurance shall pay to the party who is providing the insurance one-half of the premium which is being paid for the insurance coverage.

The parties agree to divide equally any uninsured medical or dental health expenses for the minor child(ren), which shall include medical, dental, psychological, hospital, optometric, orthodontic and pharmaceutical expenses.

5. LIFE INSURANCE

Both parties shall keep in full force and pay the premiums on all life insurance presently held upon his or her life, naming the child(ren) of the parties as primary beneficiary(ies) in equal shares, until the youngest of the minor child(ren) reaches age of 18 or age 19 if she/he is a full time high school student. This obligation may also be satisfied by naming a trustee in the will as the primary beneficiary of this life insurance, provided the trust is exclusively for the benefit of the child(ren) of the parties. Each party also agrees to furnish the other with proof of the named beneficiary upon request.

Neither party may borrow against the life insurance policy after the date of this agreement nor use it as collateral if the result is a lessening in the total face value of life insurance to be provided by each party for the child(ren) from the amount that existed on the date of this agreement without the written consent of the other party.

6. MAINTENANCE/SECTION 71 PAYMENTS (Spousal support)

[check one of the box(es) in either A or B below and fill in the blanks]

A. Maintenance

The parties waive their right to receive maintenance. They understand that by waiving maintenance, they may never request that a court award them maintenance from the spouse named in this agreement.

OR

The matter of maintenance shall be held open as to *(choose one)* husband wife both parties for a period of _____ and shall be denied to husband wife.

OR

The husband waives the right to receive maintenance from wife, but the husband shall pay maintenance to the wife in the amount of \$ _____ per month for;
 a period of _____ **OR** until further court order.

OR

The wife waives the right to receive maintenance from the husband, but the wife will pay maintenance to the husband in the amount of \$ _____ per month for;
 a period of _____ **OR** until further court order.

OR

The matter of maintenance shall be held open ONLY for the purposes of repayment in the event one party

pays debts and obligations which were the responsibility of the other party under this agreement.

B. Section 71 Payments

The (choose one) husband shall pay to the wife wife shall pay to the husband Section 71 payments, as defined in the federal Internal Revenue Code, in the amount of \$ _____ per month for a term of (years or months) _____. This provision cannot be changed and, except for these payments, parties waive maintenance.

The parties acknowledge that all maintenance or Section 71 payments shall be taxable income to the party receiving the payments and deductible by the party making payments.

7. DEBTS AND OBLIGATIONS OF THE PARTIES [check appropriate box(es) below and list debts as needed]

Each of the parties shall pay all debts and financial obligations he/she entered into after this action was filed and shall hold the other party harmless, except for such payment as specifically required by any temporary orders made in this case. Any such temporary order shall remain in full force and effect after the divorce is granted.

The wife will pay the following debts and shall hold the husband harmless for their payment:

The husband will pay the following debts and shall hold the wife harmless for their payment:

Neither party shall incur any debt or obligation for which the other may be responsible. Should either party obtain a discharge in bankruptcy or debtor relief pursuant to the Federal Bankruptcy Code from the debts assigned to him or her, resulting in the other party being held responsible for the payment of those debts, such action shall constitute a change of circumstances and the court shall then have the power to consider re-opening or revising the Judgment with respect to maintenance. **NOTE:** Any provision for payment of debts is not binding on those who have extended you credit while you were married.

8. PROPERTY DIVISION

The parties agree it is fair to divide the property as follows:

PROPERTY TO WIFE. The wife shall be awarded the following:

Motor vehicle(s): _____ (make, model and year);

Household furnishings, clothing and personal items currently in the wife's possession;

*Retirement/profit-sharing/deferred compensation plans in her name (identify the type of interest, the plan name and what portion of the plan is awarded) _____

Cash and deposit accounts in her name (names of institutions and types of accounts and account numbers, if known)

Other personal property in her name or in her possession (list items or types of property)

 Property now in possession of the husband which is to be delivered to the wife:

Arrangements for pick-up or
delivery of this property are as follows: _____

Cash payment from husband to equalize marital estate in the amount of \$ _____.
 Payment to be made on or before (date) _____ **OR**
 Wife acknowledges receipt of this amount from husband.

PROPERTY TO HUSBAND. The husband shall be awarded the following:

Motor vehicle(s): _____ (make, model and year);
 Household furnishings, clothing and personal items currently in the husband's possession;
 *Retirement/profit-sharing/deferred compensation plans in his name (identify the type of interest, the plan name and what portion of the plan is awarded) _____

Cash and deposit accounts in his name (names of institutions and types of accounts and account numbers, if known)

Other personal property in his name or in his possession (list items or types of property)

Property now in possession of the wife which is to be delivered to the husband:

Arrangements for delivery or
pick-up of this property are as follows: _____

Cash payment from wife to equalize marital estate in the amount of \$ _____

 Payment to be made on or before (date) _____ **OR**
 Husband acknowledges receipt of this amount from wife.

****Both parties acknowledge that they are aware that there can be substantial legal and income tax implications involved in the transfer of retirement plan interests; and that there may be specific methods, forms and procedures required for transferring retirement interests to the other party, that some plans require a "Qualified Domestic Relations Order (QDRO)" to complete such a transfer, and that certain retirement interest plans may not allow for one person's interest to be transferred to another, and that the assistance of an attorney or an accountant may be helpful. Each of the parties has freely and voluntarily chosen to proceed with this agreement relying on his or her own knowledge.***

9. REAL ESTATE [Check appropriate box(es) and fill in the blank(s)]

The parties do not own any real estate.

OR

The parties own a homestead with a street address of: _____
_____.

The (choose one) husband wife shall receive sole title to the property. The other party will sign a

Wisconsin Real Transfer Return and Warranty Deed no later than the date of the final hearing to effect the change in title.

The (choose one) [] husband [] wife shall be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The _____ will hold the other party harmless for the payment of those expenses.

OR

[]

The parties agree to title the property as tenants in common as of the date of divorce.

The (choose one) [] husband [] wife will reside in it until (give date or happening of event) _____, when the house must be sold. The _____ will have the first option to buy out the _____'s interest which then exists in the equity.

The (choose one) [] husband [] wife will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property and shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale. The (choose one) [] husband [] wife may claim the real estate taxes and mortgage interest for tax purposes.

When the property is sold, the parties will divide the net equity as follows: _____. While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally. Each party shall be responsible for paying one-half of any capital gains tax resulting from the sale of the homestead.

Each party will fully cooperate in the signing of all necessary and appropriate real estate documents on the date of divorce, or as soon as is practical, to accomplish the change in title to the real estate.

Both parties know that there can be substantial legal and income tax implications with regard to the ownership and transfer of real estate. Each party understands that complications can arise after the divorce is granted. They have each freely and voluntarily chosen to proceed with this agreement relying on his or her own knowledge.

10. INCOME TAXES

Each party shall be obligated for the full amount of tax payable to all taxing authorities for income paid to him or her from January 1, _____, and shall be entitled to any and all tax refunds related to earnings received, taxes withheld, and payment of itemized deductions by that party. Each party agrees to indemnify the other against all taxes or penalties accruing to the other as a result of attribution of the spouse's income, withholding and deductions under marital property laws of Wisconsin.

[]

The parties agree to file joint income tax returns for the tax year _____. They will divide equally the costs of the preparation of the returns, pay equally toward any penalties or taxes due, or divide equally any refunds. They agree to cooperate in the preparation in the returns.

OR

[]

The parties agree to file individual tax returns for _____. They agree to claim the marital tax deductions as follows: _____

11. ARREARAGES FOR CHILD SUPPORT AND/OR MAINTENANCE

[]

There are no arrearages owed by either party to the other, and any amounts showing on the court financial record of this case can be cancelled.

OR

All arrearages as shown on the court record remain payable.

OR

The (choose one) husband wife is in arrears for the payment of child support/family support/maintenance in the total amount of \$_____ which is owed to the other party.

The agreement for repayment is as follows: _____

12. DIVESTING OF PROPERTY RIGHTS; MUTUAL RELEASES

Pursuant to Sec. 861.07, Wis.Stats. and otherwise, each party gives up all right, title and interest in the property awarded to the other. All property and money received and retained by the parties shall be their separate property, free and clear of any right, title, interest or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married. Except as expressly provided in this agreement, each party accepts the property awarded in this agreement as full satisfaction of all property rights and all obligations arising out of the marital relationship.

13. FINANCIAL DISCLOSURE: COVENANTS

Each party states to the other that there has been a full disclosure of all assets, income and liabilities, and that the property referred to in this Marital Settlement Agreement represents all the property to which either of them has any interest or right, either legal or equitable. The parties also agree that if either party deliberately or negligently fails to disclose any asset, as required by Sec. 767.27, Wis. Stats., resulting in the omission of any asset or assets with a fair market value of \$500.00 or more from the final distribution of property, a constructive trust shall be established for all undisclosed assets, for the benefit of the parties.

14. RESTORATION OF NAME (if desired)

_____ shall be restored the use of her/his former surname, _____.

15. EXECUTION OF DOCUMENTS MAKING THIS AGREEMENT EFFECTIVE

The parties agree to execute and deliver any and all documents which may be necessary to carry out the terms of this agreement. With regard to retirement, pensions, deferred compensation and other types of accounts in financial institutions or other business, this may include qualified domestic relations orders and/or other documents relating to contractual agreements and transfer of assets. With regard to motor vehicles and other transportation and recreational vehicles which require licenses, this will include applicable transfer forms.

16. VOLUNTARY EXECUTION

The parties state they have entered into this Marital Settlement Agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. Each believes its terms to be fair and reasonable under the circumstances. ***Each party acknowledges that she/he is aware that there may be substantial legal and tax implications for her/him with regard to this agreement, and that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. Each acknowledges that she/he has the right to seek the advice of a lawyer and, to the extent that she/he has not, she/he proceeds with the knowledge she/he presently has.***

17. ENTIRE AGREEMENT

Each party admits that no promises or statements of any kind have been made to him or her to persuade him or her to enter into this agreement, other than those set forth in the agreement itself.

18. MODIFICATION AND WAIVER

A change or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by both parties and filed with the court. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

19. RESTRAINING PROVISIONS

Each party agrees not to molest the other, not to interfere with the personal liberty of the other, and not to come on the premises occupied by the other as a residence, except with the specific permission of the other party.

20. RELIANCE BY THE PARTIES

The parties state that either of them may make advances of money or property or take actions affecting his or her property while this divorce is pending. They are acting in good faith and in reliance on this Marital Settlement Agreement. If this agreement is rejected by either party prior to final hearing, or is not approved by the court in making any property division or other order, the court should give substantial weight to any detrimental reliance by either or both parties on this agreement. This means the court shall consider the fact that one or both parties has suffered loss due to reliance on the document.

21. INCORPORATION INTO JUDGMENT

The parties agree that the terms of this Marital Settlement Agreement may be submitted to the court for approval, and both parties request the court to include its terms in the final judgment of divorce and make the terms enforceable as part of such judgment. If the court does not grant a judgment that includes this agreement, the provisions of this entire agreement shall be void and of no legal force and effect unless expressly indicated to the contrary in a specific paragraph of this agreement.

22. WISCONSIN AS FORUM

The forum for all disputes shall be the State of Wisconsin unless the parties otherwise agree in writing.

23. OTHER PROVISIONS [If there are no additional provisions, check this box [] NONE.

*[If there is not enough room in this section, add an additional page marked "Page 9A" - BOTH parties must **SIGN** the additional page.]*

Petitioner

Dated: _____

Respondent

Dated: _____

IN RE THE PATERNITY MARRIAGE OF:

Case # FA PA

JOINT PETITIONER PETITIONER

--and--

JOINT PETITIONER RESPONDENT

FINDINGS AND ORDER
DISBURSEMENT ORDER

Family A B C D
IV-D / KIDS Case #

Type or print all information down to the findings in Blue or Red ink.

Form prepared by

Name Daytime phone #

- Order Amending Temporary Orders
Order Amending Judgment
Income Withholding Only
Other:
By Stipulation of the parties

DATE OF HEARING:

Mother's Name: SSN: DOB:
Appeared? Yes / No Address: City: State/Zip:
Counsel? Yes / No Name

Father's Name: SSN: DOB:
Appeared? Yes / No Address: City: State/Zip:
Counsel? Yes / No Name

Other Appearances: State/WI by Other

Child(ren) - Provide Name, Date of Birth, and Social Security Number, if available

THE COURT FINDS:

Court ordered payee (CP): Mother / Father / Other (circle one) NCP: Mother / Father (circle one)

NCP'S Employer Name

Fax #
Phone # Address

NCP's Gross Monthly Income \$ NCP is paid Weekly Biweekly Semimonthly Monthly

Other findings:

Check if findings continue on next page

THE COURT ORDERS:

Monthly Payments through the WISCONSIN SUPPORT COLLECTIONS TRUST FUND

Payable by NCP to CP unless indicated otherwise)

Current Child Support Eff. Date Per cont. order
Current Family Support Eff. Date Per cont. order
Current Maintenance Eff. Date Per cont. order
Repayment of Arrears Eff. Date Per cont. order

Other Orders:

Check if findings continue on next page

[This order is reviewable by either party before the judge pursuant to Sec. 767.13(6) Wis. Stats. & Local Court Rule 524.]

PRESIDING OFFICIAL'S NAME / TITLE

PRESIDING OFFICIAL'S SIGNATURE

DATE SIGNED

3630-1 R3

[FOFCC 6/8/99]

OFFICE USE ONLY: Data Entry ID

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE MARRIAGE OF:

__JOINT __PETITIONER

-AND-

CASE NO.:

__JOINT PETITIONER __RESPONDENT

TEMPORARY ORDER AND STIPULATION

The order to show cause having come on for hearing before the Honorable _____, Family Court Commissioner for _____ County, Wisconsin, on the _____ day of _____, _____, and the petitioner respondent appearing in person:

NOW, THEREFORE, IT IS ORDERED:

Wife Husband Both who shall be the payor to pay: \$ _____ Child Support Family Support Maintenance Payable weekly b biweekly semimonthly monthly commencing:

Wife Husband Both parties jointly (is/are) awarded (sole/ joint) legal custody of the child(ren):

Name	Birthdate	Name	Birthdate
------	-----------	------	-----------

with periods of physical placement awarded as follows:

The custodian to obtain the other party's written approval or the court's permission in order to establish legal residence outside this state, to move a distance of 150 miles or more from the other parent within the state, or to remove the child(ren) from this state for more than ninety consecutive days.

(Circle Choices)

Wife Husband Both to keep in full force hospital, medical, life, disability, homeowner and automobile insurance for the Wife Husband Both and the minor child(ren).

Wife Husband Both to pay all uninsured dental and medical expenses for the minor child(ren).

Wife Husband Both to vacate residence by

Wife Husband Both to (collect rents and) make payments on residence including taxes and insurance commencing

Wife Husband Both to pay outstanding bills to:

Wife Husband Both to be restrained from making any further debts against opposing party's credit

Wife Husband Both to pay \$ _____ toward Wife Husband's attorney fees within

Wife Husband Both parties shall be restrained from molesting each other and disposing, transferring, selling, or removing assets from this state except in usual and ordinary conduct of business

Wife Husband Both restrained from going on the premises occupied by the other as a residence except for purposes of child visitation

Wife Husband Both to have use of the furniture and household effects (except: _____)

Wife to have use of the automobile described as follows:

Husband to have use of the automobile described as follows:

Wife to be awarded use of the following account(s):

Husband to be awarded use of the following account(s):

Payor to pay to the clerk of circuit court an annual fee of \$25 commencing January 1, 20____, and each subsequent January pursuant to sec. 814.61(12)(b), Stats.

All payments of moneys ordered herein to be made to Wisconsin SCTF of _____ County, at the courthouse, and transmitted by the clerk to the proper person entitled thereto; the case number to be placed on all checks and money orders

Both parties shall, within 10 days of any permanent address change, notify the clerk of the circuit court and the other party of such change. Further, the payor shall notify the clerk of court and the other party, within 10 days, of any change of employer and of any substantial change in the amount of (his/her) income such that (his/her) ability to pay (child support/family support/maintenance) is affected. Such notification of any substantial change in the amount of the payer's income will not automatically result in a

change of the order unless a revision of the order is sought

Wife Husband Both to file herewith a financial statement by Wife Husband Both, a statement of earnings of Wife Husband Both, and copies of income tax returns for 19 and 19 , AND/OR Wife Husband Both to file with the clerk of circuit court within days (a financial statement/a statement of earnings/copies of income tax returns for 19 and 19)

This order for (maintenance/child support/family support) constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under chapter 102 or 108, Stats., lottery prizes that are payable in installments, and other money due or to be due in the future to the clerk of the court where the action is filed in an amount sufficient to ensure payment of maintenance, child support, or family support payments imposed by the court for the support of the spouse or minor child(ren) or both, and to defray arrearages in payments due at the time the assignment takes effect; pursuant to sec. 767.265, Stats., the assignment to take effect immediately unless the court finds that income withholding is likely to cause the payer irreparable harm. The court shall provide notice of the assignment to the person from whom the payee receives or will receive money

Failure to abide by these temporary orders is punishable as contempt of court pursuant to chapter 785, Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final (hearing/trial).

FINDINGS

The Wife is employed at with a gross monthly income of \$ and a net monthly income of \$.

The Husband is employed at with a gross monthly income of \$ and a net monthly income of \$.

The Wife Husband Both is currently receiving public assistance in the amount of \$ (DHSS case no.).

Additional findings on which this order is based:

Dated this _____ day of _____, 20_____, at _____, Wisconsin.

Family Court Commissioner

STIPULATION

Based on the findings set forth above, the parties agree that the foregoing temporary order be entered without further notice.

WIFE'S SIGNATURE AND DATE OF ADMISSION AND RECEIPT OF COPY

HUSBAND'S SIGNATURE AND DATE OF ADMISSION AND RECEIPT OF COPY

STATE OF WISCONSIN : CIRCUIT COURT : _____ COUNTY
FAMILY COURT BRANCH

IN RE THE PATERNITY MARRIAGE CUSTODY/VISIT. SUPPORT OF: _____ (Child's Initials)

PETITIONER

-AND-

RESPONDENT

CASE NO.:

CODE NO.: 40601

IV-D NO.:

ORDER TO SHOW CAUSE

TO:

YOUR DEPARTMENT OF CHILD SUPPORT

[In Milwaukee: ROOM 101

901 NORTH 9TH STREET

MILWAUKEE, WI 53233]

PLEASE TAKE NOTICE that:

Upon all of the records, files, and proceedings had herein, and upon the attached affidavit,

YOU ARE HEREBY ORDERED to appear in person on the _____ day of _____, 20__ at _____: _____, ___a .m. ___p.m., before the Hon. _____, or designee, at the _____ County Courthouse, located at _____ Room # _____, in the City of _____, State of Wisconsin, or as soon thereafter and show cause why an order should not be made and entered against you modifying an existing judgment of the Court herein, as follows:

Legal custody of the child(ren) _____ (names) to the father mother other party

Primary physical placement (physical custody) to the father mother other party

Child visitation set modified to: none supervised structured and be given to:

Child support payable by the father mother should be reduced increased terminated

set at \$_____ from a gross of \$_____ commencing _____ corrected because:

Attorney fees and costs payable by the father mother.

Reopen paternity order to have DNA tests performed on all the parties.

Child tax dependency exemptions / credits to the father mother.

Award unreimbursed past health and dental costs to the mother father.

Have the FCC and Dept. of Child Support provide me with the other party's current address, annual earnings and employer name.

Vacate order. Review de novo. Issue temporary orders. Have spouse vacate marital residence.

Hold the mother father in contempt and have her him arrested fined punished for contempt for willfully failing, refusing, and neglecting to comply with a child support placement order duly made and entered herein on _____ and jailed in the County Jail or House of Correction for up to six (6)

months and he/she should be made to pay health insurance

seek employment.

undergo _____ counseling appoint a guardian ad litem.

IT IS FURTHER ORDERED THAT you show cause why you should not be held in contempt for (BE SPECIFIC) :

IT IS FURTHER ORDERED THAT you produce at said hearing copies of wage statements from your employers for a period of eight weeks immediately preceding the date of the hearing and all information necessary to identify any health care program or policy that may be available from your employer(s) or insurer; and

IT IS FURTHER ORDERED THAT a copy of this Order to Show Cause and the annexed Affidavit be served upon the aforesaid party, his/her attorney, and any guardian ad litem at least 7 days before the time fixed for the hearing; and

You are also notified that, pursuant to Sec. 948.31, Wis. Stats., interference with the custody of a child is punishable by a fine of up to \$10,000 and imprisonment for up to two (2) years.

Dated in the city of _____, the state of Wisconsin this _____ day of _____, 20_____.

PAGE 2 OF 3

X _____
Assistant Family Court Commissioner's Signature

Please note that cases will be called in the order they become ready. A case is ready only when all parties and attorneys are actually present in the courtroom, and where appropriate, when all income information has been exchanged. Parties and counsel are encouraged to arrive one hour early and determine if any issues can be resolved prior to the hearing. Failure to appear will result in an order for your arrest and punishment for contempt, which may include monetary penalties, imprisonment, and sanctions.

You are hereby notified of the availability of information under Sec. 767.081 (2) Wis. Stats. or applicable state and interstate family law codes and sections.

Party Requesting Modification / Contempt

Address

City, State, Zip Code

Home and Work Phone Numbers

SUPPORTING AFFIDAVIT

STATE OF WISCONSIN)

_____) COUNTY)

SS.:

CASE NUMBER: _____

The undersigned affiant or duly authorized representative of said party, being acquainted with the facts, being first duly sworn, on oath, respectfully states to the court as follows:

1. I am the movant in the above-entitled pre- post-judgment motion.
2. [Milw. Only] Pursuant to Administrative Order Family 98-11, I certify that I have attempted to resolve the above-referenced issues with the opposing party by attempting to: speak face-to-face call mail fax e-mail him/her to no avail. He/she refuses to make a sincere attempt to resolve the issues or differences. Accordingly, I am also asking for all attorney costs, lost earnings, parking, service, filing, and clerk of court fees incurred.

3. According to the current order entered on _____ the other party was required to:

_____ and has violated said order by not _____.

4. This action involves the following child(ren): This action does not involve children.

Child's Name:

Social Security Number:

Date of Birth:

_____-_____-_____-_____-_____-_____-
_____-_____-_____-_____-_____-_____-

5. By reason of [set forth changes] _____ which occurred on _____ there has been a material, necessary, substantial, and continuing changed circumstance that has resulted in _____.

6. The proposed change is in the above-referenced child(ren)'s present and future best interest.

7. That your affiant makes this affidavit in support of the Orders requested and for whatever other relief that the Court deems necessary and just.

Dated in the city of _____, the state of Wisconsin this _____ day of _____, 20_____.

X _____
Moving Party's Full Name Attorney

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public, _____ County, State of Wisconsin, My commission is permanent expires on _____.