

<p><b>STATE OF HAWAI‘I</b>  <b>FAMILY COURT OF THE</b>  <b>FIRST CIRCUIT</b></p>		
<p>This document is prepared by  <input type="checkbox"/> Self-Represented   <input type="checkbox"/> Petitioner/Plaintiff   <input type="checkbox"/> Respondent/Defendant  <input type="checkbox"/> Attorney for   <input type="checkbox"/> Petitioner/Plaintiff   <input type="checkbox"/> Respondent/Defendant</p> <p>_____</p> <p>Name (and if applicable, Attorney No.)</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Telephone Number</p> <p>_____</p> <p>E-Mail Address</p>		
<p>CASE NAME</p>	<p>CASE ID/NUMBER</p>	
<p>TITLE OF DOCUMENT</p>		

STATE OF HAWAII FAMILY COURT FIRST CIRCUIT	<b>CIVIL UNION DIVORCE DECREE</b> With Minor and/or Dependent Child(ren)	CASE NUMBER FC-CU No. _____
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<p>_____ (Full Name) <span style="float: right;">PLAINTIFF</span></p> <p style="text-align: center;">v.</p> <p>_____ (Full Name) <span style="float: right;">DEFENDANT</span></p>	<p>This document is prepared by:  <input type="checkbox"/> Attorney for   <input type="checkbox"/> Plaintiff   <input type="checkbox"/> Defendant</p> <p>_____ Name</p> <p>_____ Address</p> <p>_____ City, State, Zip Code</p> <p>_____ Telephone Numbers</p>
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Print Presiding Judge's Name	Date of Hearing/Review by Judge
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A hearing was held before the Presiding Judge or an affidavit was submitted and the Court waived hearing on this matter. After full consideration of the evidence, the Court finds the material allegations of the Complaint for Civil Union Divorce to be true. Plaintiff is entitled to a divorce from the bonds of civil union. The Court has jurisdiction to enter this Civil Union Divorce Decree.


**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:**

**1. Decree**

A decree of divorce is granted to  Plaintiff  Defendant. The bonds of civil union between the Plaintiff and Defendant are hereby dissolved. The parties are restored to the status of single persons. Either party is permitted to enter a civil union or marry after the effective date of this Civil Union Divorce Decree.

**2. Effective Date**

This Civil Union Divorce Decree is effective after it is signed and filed by the Court.

 In accordance with the Americans with Disability Act, as amended, and other applicable state and federal laws, if you require accommodation for a disability, please contact the ADA Coordinator at the First Circuit Family Court office by telephone at 954-8200, fax 954-8308, or via email at [adarquest@courts.hawaii.gov](mailto:adarquest@courts.hawaii.gov) at least ten (10) working days prior to your hearing or appointment date.

*Please call the Family Court Service Center at 954-8290 if you have any questions about forms or procedures.*

**COURT USE ONLY**

**3. Alimony**

- 3A. Neither party shall be required to pay alimony to the other party.
  - 3B. Beginning with a first payment on the \_\_\_\_\_ day of (Month/year) \_\_\_\_\_
    - Plaintiff  Defendant shall pay  Plaintiff  Defendant alimony of \$\_\_\_\_\_ per month to be paid:
      - in one amount of \$\_\_\_\_\_ by the \_\_\_\_\_ day of each month.
      - in two equal installments of \$\_\_\_\_\_ by the \_\_\_\_\_ and \_\_\_\_\_ days of each month.
- Alimony shall continue for \_\_\_\_\_ months and terminate with the payment due \_\_\_\_\_  
(Month/Day/Year)
- Alimony shall terminate upon the death of either Plaintiff or Defendant.
- Alimony  shall  shall not terminate upon the recipient entering a new civil union or marriage.

**4. Child(ren)**

- 4A. Plaintiff and Defendant have no child(ren) together.
- 4B. Plaintiff and Defendant have \_\_\_\_\_ (how many) child(ren) together who is/are under age 23 and dependent on the parties.
- 4C. Plaintiff adopted:
  - \_\_\_\_\_ (how many) of Defendant's child(ren) who is/are under age 23.
  - \_\_\_\_\_ (how many) of Defendant's child(ren) who is/are age 23 or older who is/are dependent on the parties.
  - \_\_\_\_\_ (how many) of Defendant's child(ren) who is/are age 23 or older who is/are not dependent on the parties.
- 4D. Defendant adopted:
  - \_\_\_\_\_ (how many) of Plaintiff's child(ren) who is/are under age 23.
  - \_\_\_\_\_ (how many) of Plaintiff's child(ren) who is/are age 23 or older who is/are dependent on the parties.
  - \_\_\_\_\_ (how many) of Plaintiff's child(ren) who is/are age 23 or older who is/are not dependent on the parties.

<input type="checkbox"/> 4E. Child(ren):	<u>Name</u> (First, Middle, Last)	<u>Date of Birth</u>
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7. Unless specified in paragraph 24 of this Decree, Plaintiff and Defendant shall keep each other informed of his/her residence address and telephone number for so long as any child of the parties is a minor and for so long thereafter as there is a child support order.

**8. Child Support**

8A. No child support is ordered based on the following exceptional circumstance(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8B. Beginning with the first payment on the \_\_\_\_\_ day of (Month/Year) \_\_\_\_\_  
 Plaintiff  Defendant shall pay to  Plaintiff  Defendant for the support of the following child(ren): (names) \_\_\_\_\_

in the amount of \$ \_\_\_\_\_ per child, for a total of \$ \_\_\_\_\_ per month.

8C. Child Support is reserved for a court of competent jurisdiction.

8D. Payments of child support shall continue for each child until the child attains the age of 18 years, or graduates from high school, or discontinues high school, whichever occurs last. Child support shall further continue uninterrupted (including during regular school vacation periods) until the age of 23 as long as the child continues his/her post-high school education on a full-time basis at an accredited college or university or in a vocation or trade school.

8E. The Child Support Enforcement Agency (CSEA) is made a party for the limited purpose of child support.

**9. Method of Child Support Payment** (Check either 9a OR 9b.)

9A. All payments shall be made payable to and through the Child Support Enforcement Agency (CSEA), P.O. Box 1860, Honolulu, Hawai'i, 96805-1860, and pursuant to the Order/Notice to Withhold Income for Support which shall be filed with this Divorce Decree.

9B. Direct Payment  
 In all direct payment cases, either Plaintiff or Defendant may void the direct payment arrangement at any time and apply for services from the CSEA to receive payments through the agency. If the child(ren) of the parties receive(s) public assistance from the Department of Human Services (DHS), foster care payments, or Social Security or if either parent applies to the CSEA, CSEA may immediately void a direct payment arrangement by sending notice by regular mail to both parents at their last known addresses as set forth in this Divorce Decree.

Child support payments shall be paid by Plaintiff directly to Defendant.

Child support payments shall be paid by Defendant directly to Plaintiff.

**10. Post High School Education Support**

- 10A. Plaintiff shall pay \_\_\_\_% and Defendant shall pay \_\_\_\_\_% of the educational expenses of child(ren) for so long as the child(ren) is/are a full-time student(s) at an accredited college or university or vocational or trade school and under the age of 23.
- 10B. For payment if expenses related to the child(ren) attending private school, see paragraph 24.
- 10C. For these purposes, educational expenses shall be defined to include tuition, fees, and the necessary books and other course materials.
- 10D. Reserved for future court determination.

**11. Child Health Care:** For so long as Plaintiff or Defendant has an obligation to pay child support and/or educational support:

- 11A.  Plaintiff  Defendant shall maintain medical and dental insurance for the benefit of the child(ren).
- 11B.  Plaintiff  Defendant shall pay the medical and dental expenses of the child(ren) not paid by insurance up to \$\_\_\_\_\_ per calendar year. Any additional medical and dental expenses not covered by insurance shall be paid \_\_\_\_\_% by Plaintiff and \_\_\_\_\_% by Defendant.

**12. Life Insurance for the Benefit of Child(ren)**

- 12A.  Plaintiff  Defendant shall maintain life insurance on his/her life with a minimum death benefit of \$\_\_\_\_\_ for the benefit of the child(ren) so long as there is a child support and/or educational support obligation.
- 12B. If Plaintiff or Defendant dies without the required insurance, Plaintiff's or Defendant's estate shall be liable to the child(ren) to the extent that the required insurance was not maintained. Such obligation on the part of Plaintiff's or Defendant's estate shall be accorded the highest possible priority.

**13.** All provisions in paragraphs 3, 5, 6, 7, 8, 9, 10, 11, and 12 are subject to further order of the court.

**14. Bank Savings, Checking, Credit Union Accounts and Securities** (Stocks, Bonds, Mutual Funds, etc.)

- 14A. There are none.
- 14B. Each is awarded those titled in their name alone.
- 14C. Plaintiff is awarded:

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**14. Bank Savings, Checking, Credit Union Accounts and Securities (continued)**

14D. Defendant is awarded:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**15. Vehicles** (Autos, Trucks, Motorcycles, Trailers, Campers, Boats, etc.)

15A. There are none.

15B. Each party is awarded the vehicles titled in their name alone.

15C. Plaintiff is awarded:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15D. Defendant is awarded:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15E. Necessary transfer documents shall be signed no later than ten (10) days following the filing of this Divorce Decree. If either party fails to do so, the Director of Finance of the City and County of Honolulu is authorized and directed to transfer the ownership of the vehicle(s) if requested to do so.

**16. Real Property**

16A. Neither party owns any interest of any kind in any real property.

16B. The real property shall be divided as follows:

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**17. Life Insurance**

- 17A. There are none.
- 17B. Each party is awarded the life insurance policy/policies now held on his/her life, together with any cash value therein and subject to any debt thereon.
- 17C. The life insurance shall be divided as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**18. Retirement Accounts/Benefits:**

- 18A. There are none.
- 18B. Each party shall keep their own.
- 18C. The retirement accounts/benefits of the parties shall be divided as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**19. All Other Assets** (Personal Belongings, Furniture, Household Effects, Art, Stamps, Coins, Tools, Equipment, Jewelry, Accounts Receivable, Investment Assets, Business Assets, Cemetery Plots or Niches, Tax Refunds Due, etc.)

- 19A. There are no other assets.
- 19B. Each party is awarded the personal belongings and the household effects in his/her possession.
- 19C. Plaintiff is awarded:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_



19D. Defendant is awarded:

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**20. All Outstanding Debts**

20A. There are no joint debts

20B. Each party shall pay all of the credit card and other debt, if any, now in his/her name alone.

20C. Plaintiff shall pay:

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20D. Defendant shall pay:

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**24. Failure of Party to Perform:** If either party fails to execute any document in compliance with this Decree, the other party may submit a motion to the Court, requesting that the Court appoint the Chief Clerk of the Court to execute said document on behalf of the non-compliant party. Said motion may be done without further notice to the non-compliant party. Such execution by the Chief Clerk shall have the same effect as if executed by the non-compliant party.

Date  Kapolei, Hawai'i	Judge's Signature  Print Judge's Name:
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**APPROVED AS TO FORM AND CONTENT:**

X \_\_\_\_\_  
Signature of Plaintiff

Date Plaintiff Signed Decree: \_\_\_\_\_

Social Security No.: XXX-XX-\_\_\_\_\_

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

Employer's Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X \_\_\_\_\_  
Signature of Defendant

Date Defendant Signed Decree: \_\_\_\_\_

Social Security No.: XXX-XX-\_\_\_\_\_

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

Employer's Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:**

X \_\_\_\_\_  
Signature of Attorney for Plaintiff

Print Attorney's Name: \_\_\_\_\_

X \_\_\_\_\_  
Signature of Attorney for Defendant

Print Attorney's Name: \_\_\_\_\_