

IN THE TRIBAL COURT
OF THE QUINULT INDIAN NATION

IN RE THE DISSOLUTION OF MARRIAGE	}	
OF:	}	Case No. CV
	}	
_____	}	PETITION FOR DISSOLUTION
Petitioner,	}	
vs.	}	
_____	}	
Respondent.	}	

CERTIFICATION

I, _____, the Petitioner in this case, allege the following:

I. JURISDICTION

This Court has jurisdiction over this case pursuant to QTC, Section 19.03.010.

II. PARTIES

2.1 The Petitioner:

- (A) ☐ I am a member of the Quinault Indian Nation. OR
 ☐ I am a member of the _____ tribe, and reside on the Quinault
Indian Reservation. OR
 ☐ I am a parent of a minor child subject to the jurisdiction of the Court. OR
 ☐ The Respondent is subject to the jurisdiction of the Court. OR
 ☐ I am not a member of any tribe, and I consent to the jurisdiction of the Court.
- (B) I reside at _____, which ☐ is ☐ is not on
the Quinault Indian Reservation, with a mailing address of: _____.
- (C) I was born on _____ at _____.

2.2 The Respondent:

- (A) ☐ Is a member of the Quinault Indian Nation. OR
 ☐ Is a member of the _____ tribe and resides on the Quinault Indian
Reservation. OR
 ☐ Is a parent of a minor child subject to the jurisdiction of the Court. OR

☐ Is not a member of any tribe, but consents to the jurisdiction of the Court as evidenced by the attached Consent.

(B) Resides at _____, which ☐ is ☐ is not on the Quinault Indian Reservation, with a mailing address of: _____.

(C) Was born on _____ at _____.

III. THE MARRIAGE

3.1 The parties were married on _____ at _____
_____ County, State of _____.

3.2 The wife ☐ is ☐ is not pregnant.

3.3 The parties ☐ are ☐ are not separated. Said separation occurred on ☐ _____ OR
☐ does not apply.

3.4 ☐ The Petitioner was previously married, and the marriage was terminated in the
_____ Court, _____ County, State of _____. OR
☐ The Petitioner was not previously married.

3.5 ☐ The Respondent was previously married, and the marriage was terminated in the
_____ Court, _____ County, State of _____. OR
☐ The Respondent was not previously married.

3.6 ☐ No other action for dissolution, separation, or annulment regarding this marriage is pending in any other jurisdiction. OR

☐ There is a dissolution/separation/annulment action regarding this marriage currently filed and opened in the following Court: _____.

3.7 The parties ☐ have ☐ have not entered into an agreement regarding ☐ maintenance ☐
property division ☐ division of community debts. [Attach copies of any agreements]

3.8 The marriage is irretrievably broken.

IV. CHILDREN

4.1 ☐ There are no minor children of the marriage. [skip to next section]

☐ There are minor children of the marriage. Their names and birthdates are as follows:

DOB: _____

DOB: _____

DOB: _____

DOB: _____

☐ ADDITIONAL NAMES ARE ATTACHED AND INCORPORATED BY REFERENCE.

4.2 ☐ There are no other minor children in the household. [skip to next section]

☐ There are minor children in the household who are not the children of both the parties. They are:

_____ relation: _____ DOB: _____

_____ relation: _____ DOB: _____

_____ relation: _____ DOB: _____

_____ relation: _____ DOB: _____

☐ ADDITIONAL NAMES ARE ATTACHED AND INCORPORATED BY REFERENCE.

4.3 Legal custody of the child(ren) should be awarded the ☐ Petitioner ☐ Respondent.

4.4 Visitation should be awarded according the Proposed Parenting Plan attached to this Petition.

[FILL OUT AND ATTACH A SEPARATE PROPOSED PARENTING PLAN]

4.5 The child(ren) currently reside(s) at: _____ with
☐ the Petitioner ☐ the Respondent ☐ other: _____.

4.6 ☐ There are no other custody and/or visitation actions, or dependency actions regarding the child(ren) listed above. OR

☐ There is another court case involving the listed children/child in the following Court:

_____. The ☐ Petitioner ☐ Respondent is a party to this court case. OR

☐ The children are subjects of a Children's Court case as dependents in the following Court:

_____ and the caseworker is _____
whose contact information is: _____.

4.7 ☐ No other person who is not a party to this action has physical and/or legal custody of the children. OR

☐ _____, who is not a party to this action, has physical and/or legal custody of the child(ren) listed in this Petition.

4.8 Child support should be established for the child(ren) listed above.

4.9 The Petitioner understands that as a party to this action, he/she has a continuing duty to inform the Court of any custody or dependency proceedings involving this/these child(ren) during the term of this case.

3 | Petition for Dissolution

V. PROPERTY AND DEBTS

5.1 The Petitioner has the following separate property, which should be awarded to the Petitioner:

5.2 To the best of my knowledge, the Respondent has the following separate property, which should be awarded to the Respondent:

5.3 The community property and how it should be divided is as follows:

5.4 The Petitioner has the following separate debts which should be awarded the Petitioner: [list who it is owed to and balance due]

5.5 To the best of my knowledge, the Respondent has the following separate debts: which should be awarded to the Respondent: [list who it is owed to and balance due]

5.6 The community debt and how it should divided is as follows: [list who it is owed to, the balance due, and who should be responsible for it]

[ATTACH MORE SHEETS IF NEEDED]

VI MAINTENANCE

- 6.1 ☐ The Petitioner is not asking for maintenance. OR
 ☐ The Petitioner requests maintenance in the amount of _____/month for the
following reasons:

VII PRAYER FOR RELIEF

Based on the Petition above, I ask for the following:

1. ☐ Dissolution of the marriage
2. ☐ Property and debt division
3. ☐ A determination of custody, support and visitation of the children listed.
4. ☐ That my maiden name, _____, be restored to me.
5. ☐ Maintenance
6. ☐ Attorney's fees of _____
7. ☐ Any other relief the Court deems appropriate.

I, _____, the Petitioner herein, certify that the statements in this
Petition are true and correct, to the best of my knowledge.

DATED: _____

Petitioner's name

Print Petitioner's name

Petitioner's address

IN THE QUINAULT TRIBAL COURT

In re the Marriage of:

and

Petitioner,

Respondent.

No.

**Findings of Fact and
Conclusions of Law
(Marriage)
(FNFCL)**

I. Basis for Findings

The findings are based on:

- ☐ agreement.
- ☐ an order of default signed by the court on this date or dated _____.
- ☐ trial. The following people attended:
 - ☐ Petitioner.
 - ☐ Petitioner's Lawyer.
 - ☐ Respondent.
 - ☐ Respondent's Lawyer.
 - ☐ Other:

II. Findings of Fact

Upon the basis of the court records, the court ***Finds***:

2.1 Residency and Tribal Affiliation of Petitioner

The Petitioner

- ☐ is ☐ is not a resident of Quinault Reservation.
- ☐ is ☐ is not a member of the Quinault Tribe.

2.2 Notice to the Respondent

The respondent

- ☐ appeared, responded or joined in the petition.
- ☐ was served in the following manner:

2.3 Basis of Personal Jurisdiction Over the Respondent

- ☐ There are no facts to establish personal jurisdiction over the respondent.
- ☐ The facts below establish personal jurisdiction over the respondent.
 - ☐ The respondent is currently residing in Washington.
 - ☐ The parties lived in Washington during their marriage and the petitioner continues to reside, or be a member of the armed forces stationed, in this state.
 - ☐ The parties may have conceived a child while within Washington.
 - ☐ Other:

2.4 Date and Place of Marriage

The parties were married on (date) _____ at
(city and state only) _____.

2.5 Status of the Parties

Husband and wife separated on (date) _____.

2.6 Status of Marriage

- ☐ The marriage is irretrievably broken and at least 90 days have elapsed since the date the petition was filed and since the date the summons was served or the respondent joined.
- ☐ The petitioner wishes to be legally separated.
- ☐ The petitioner is petitioning for a declaration concerning the invalidity of the marriage.
The court *finds* the following facts concerning the validity of the marriage:

2.7 Separation Contract or Prenuptial Agreement

- ☐ There is no written separation contract or prenuptial agreement.
- ☐ A written separation contract or prenuptial agreement was executed on (date) _____ and is incorporated herein.
- ☐ The separation contract or prenuptial agreement should be approved.
- ☐ The separation contract or prenuptial agreement should not be approved because:
- ☐ Other:

2.8 Community Property

- ☐ The parties do not have real or personal community property.
- ☐ The parties have real or personal community property as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The parties have real or personal community property as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The parties have the following real or personal community property:

- ☐ Other:

2.9 Separate Property

- ☐ The husband has no real or personal separate property.
- ☐ The wife has no real or personal separate property.
- ☐ The parties have separate property as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The husband has real or personal separate property as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The wife has real or personal separate property as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The husband has the following real or personal separate property:

☐ The wife has the following real or personal separate property:

☐ Other:

2.10 Community Liabilities

- ☐ There are no known community liabilities.
- ☐ The parties have incurred community liabilities as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The parties have community liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The parties have incurred the following community liabilities:

Creditor

Amount

☐ Other:

2.11 Separate Liabilities

- ☐ The husband has no known separate liabilities.
- ☐ The wife has no known separate liabilities.
- ☐ The husband has incurred separate liabilities as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The parties have separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife has incurred separate liabilities as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of these findings.
- ☐ The husband has incurred the following separate liabilities:

Creditor

Amount

- ☐ The wife has incurred the following separate liabilities:

Creditor

Amount

- ☐ Other:

2.12 Maintenance

- ☐ Maintenance was not requested.
☐ Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
☐ Maintenance should not be ordered because:

- ☐ Maintenance should be ordered because:

- ☐ Other:

2.13 Continuing Restraining Order

- ☐ Does not apply.
☐ A continuing restraining order against the ☐ husband ☐ wife ☐ both parties is necessary because:

- ☐ Other:

2.14 Protection Order

- ☐ Does not apply.
- ☐ The ☐ domestic violence ☐ antiharassment Order for Protection signed by the court on this date or dated _____, is approved and incorporated as part of these findings.

2.15 Fees and Costs

- ☐ There is no award of fees or costs.
- ☐ Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The ☐ husband ☐ wife has the need for the payment of fees and costs and the other spouse has the ability to pay these fees and costs. The ☐ husband ☐ wife has incurred reasonable attorney fees and costs in the amount of \$_____.
- ☐ Other:

2.16 Pregnancy

- ☐ The wife is not pregnant.
- ☐ The wife is pregnant.

2.17 Dependent Children

- ☐ The parties have no dependent children of this marriage.
- ☐ The children listed below are dependent upon either or both spouses.

<u>Name of Child</u>	<u>Age</u>	<u>Mother's Name</u>	<u>Father's Name</u>
--------------------------	------------	--------------------------	--------------------------

- ☐ Other:

2.18 Jurisdiction Over the Children

- ☐ Does not apply because there are no dependent children.
- ☐ This court does not have jurisdiction over the children.
- ☐ This court has jurisdiction over the children for the reasons set forth:

2.19 Parenting Plan

- ☐ Does not apply.
☐ The parenting plan signed by the court on this date or dated _____,
is approved and incorporated as part of these findings.

☐ This parenting plan is the result of an agreement of the parties.
☐ Other:

2.20 Child Support

- ☐ Does not apply.
☐ There are children in need of support and child support should be set pursuant to the
Washington State Child Support Schedule. The Order of Child Support signed by the court
on this date or dated _____, and the child support
worksheet, which has been approved by the court, are incorporated by reference in these
findings.
☐ Other:

2.21 Other

III. Conclusions of Law

The court makes the following conclusions of law from the foregoing findings of fact:

3.1 Jurisdiction

- ☐ The court has jurisdiction to enter a decree in this matter.
☐ Other:

3.2 Granting a Decree

- ☐ The parties should be granted a decree.
☐ Other:

3.3 Pregnancy

- ☐ Does not apply.
- ☐ The wife is pregnant.

3.4 Disposition

The court should determine the marital status of the parties, make provision for a parenting plan for any minor children of the marriage, make provision for the support of any minor child of the marriage entitled to support, consider or approve provision for maintenance of either spouse, make provision for the disposition of property and liabilities of the parties, make provision for the allocation of the children as federal tax exemptions, make provision for any necessary continuing restraining orders, and make provision for the change of name of any party. The distribution of property and liabilities as set forth in the decree is fair and equitable.

3.5 Continuing Restraining Order

- ☐ Does not apply.
- ☐ A continuing restraining order should be entered.

3.6 Protection Order

- ☐ Does not apply.
- ☐ A ☐ domestic violence ☐ antiharassment Order for Protection should be entered.

3.7 Attorney Fees and Costs

[] Does not apply.

[] Attorney fees, other professional fees and costs should be paid.

3.8 Other

Dated: _____

Judge

Presented by:

Approved for entry:

Notice of presentation waived:

Signature of Party or Lawyer/WSBA No.

Signature of Party or Lawyer/WSBA No.

Print or Type Name

Date _____

Print or Type Name

Date _____

IN THE QUINULT TRIBAL COURT

In re the Marriage of:

No.

Decree of Dissolution (DCD)

Petitioner,

and

Respondent.

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

☐ Does not apply. ☐ Restraining Order Summary is set forth below:

Name of person(s) restrained: _____ Name of person(s) protected: _____ See paragraph 3.8.

Violation of a Restraining Order in Paragraph 3.8 Below With Actual Knowledge of its Terms is a Criminal Offense and Will Subject the Violator to Arrest.

1.2 Real Property Judgment Summary:

☐ Does not apply. ☐ Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: _____

Or

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):

See Page _____ for full legal description

1.3 Money Judgment Summary:

☐ Does not apply. ☐ Judgment Summary is set forth below.

A. Judgment creditor

B. Judgment debtor

C. Principal judgment amount

D. Interest to date of judgment

E. Attorney fees

F. Costs

\$

\$

\$

\$

G. Other recovery amount

\$ _____

H. Principal judgment shall bear interest at _____ % per annum

I. Attorney fees, costs and other recovery amounts shall bear interest at _____ % per annum

J. Attorney for judgment creditor

K. Attorney for judgment debtor

L. Other:

End of Summaries

II. Basis

Findings of Fact and Conclusions of Law have been entered in this case.

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

- ☐ The marriage of the parties is dissolved.
- ☐ The husband and wife are legally separated.
- ☐ The marriage of the parties is invalid.
- ☐ The marriage of the parties is valid.

3.2 Property to be Awarded the Husband

- ☐ The husband is awarded as his separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband is awarded as his separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on (date) _____. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract ☐ is ☐ is not filed with the court.
- ☐ The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

☐ Other:

3.3 Property to be Awarded to the Wife

- ☐ The wife is awarded as her separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife is awarded as her separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

☐ Other:

3.4 Liabilities to be Paid by the Husband

- ☐ Does not apply.
- ☐ The husband shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The husband shall pay the following community or separate liabilities:

Creditor

Amount

☐ Other:

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.5 Liabilities to be Paid by the Wife

- ☐ Does not apply.
- ☐ The wife shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife shall pay the following community or separate liabilities:

<u>Creditor</u>	<u>Amount</u>
-----------------	---------------

- ☐ Other:

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.6 Hold Harmless Provision

- ☐ Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.
- ☐ Other:

3.7 Maintenance

- ☐ Does not apply.
- ☐ The ☐ husband ☐ wife shall pay maintenance as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The ☐ husband ☐ wife shall pay \$ _____ maintenance. Maintenance shall be paid ☐ weekly ☐ semi-monthly ☐ monthly.
- The first maintenance payment shall be due on (date) _____.

The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below:

Payments shall be made:

- ☐ directly to the other spouse.
- ☐ to the Quinault Indian Nation Child Support Program.
- ☐ to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- ☐ Other: _____

3.8 Continuing Restraining Order

- ☐ Does not apply.
- ☐ A continuing restraining order is entered as follows:
- ☐ The ☐ husband ☐ wife is restrained and enjoined from disturbing the peace of the other party.
- ☐ The ☐ husband ☐ wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: _____
- ☐ The ☐ husband ☐ wife is restrained and enjoined from knowingly coming within or knowingly remaining within (distance) _____ of the home, work place or school of the other party, or the day care or school of these children: _____
other: _____
- ☐ (Name) _____ is restrained and enjoined from molesting, assaulting, harassing, or stalking (name) _____
(The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a

maximum possible penalty of 10 years in prison and a \$250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

☐ Other:

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense and Will Subject the Violator to Arrest.

- ☐ **Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

Service

- ☐ The restrained party or attorney appeared in court or signed this order; service of this order is not required.
- ☐ The restrained party or attorney did not appear in court; service of this order is required. The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

Expiration

This restraining order expires on: (month/day/year) _____

This restraining order supersedes all previous temporary restraining orders in this cause number.

- ☐ Any temporary restraining order signed by the court in this cause number is terminated.
- Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency where **Petitioner** resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.9 Protection Order

- ☐ Does not apply.
- ☐ The parties shall comply with the ☐ domestic violence ☐ antiharassment Order for Protection signed by the court on this date or dated _____ in this cause number. The Order for Protection signed by the court is approved and incorporated as part of this decree.

3.10 Jurisdiction Over the Children

- ☐ Does not apply because there are no dependent children.
- ☐ The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.11 Parenting Plan

- ☐ Does not apply.
- ☐ The parties shall comply with the Parenting Plan signed by the court on this date or dated _____. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.12 Child Support

- ☐ Does not apply.
- ☐ Child support shall be paid in accordance with the Order of Child Support signed by the court on this date or dated _____. This order is incorporated as part of this decree.

3.13 Attorney Fees, Other Professional Fees and Costs

- ☐ Does not apply.
- ☐ Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ Attorney fees, other professional fees and costs shall be paid as follows:

3.14 Name Changes

- ☐ Does not apply.
- ☐ The wife's name shall be changed to (first, middle, last name) _____.
- ☐ The husband's name shall be changed to (first, middle, last name) _____.

3.15 Other

Dated: _____

Petitioner or petitioner's lawyer:

A signature below is actual notice of this order:

☐ Presented by:

☐ Approved for entry:

☐ Notice for presentation waived:

Signature of Petitioner or Lawyer/WSBA No.

Print or Type Name

Date

Judge/Commissioner

Respondent or respondent's lawyer:

A signature below is actual notice of this order:

☐ Presented by:

☐ Approved for entry:

☐ Notice for presentation waived:

Signature of Respondent or Lawyer/WSBA No.

Print or Type Name

Date