DEFENDANT'S CHECKLIST FOR DIVORCE WITHOUT MINOR CHILDREN

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. These can be found on the South Dakota Legislature website. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

Before You Begin

If you've received a Summons and Complaint from your spouse for a divorce proceeding, you will be designated as the Defendant on all divorce forms, while your spouse will be the Plaintiff. This form serves as a simple checklist outlining the steps for the Defendant in a divorce proceeding. Each form mentioned in this checklist will include detailed instructions.

If you are the spouse who initiated the case, please refer to the Plaintiff's Checklist for Divorce without Children.

Remember that all original copies of any form must be filed with the Clerk of Court, who will provide you with file stamped copies. Before submitting anything to a Sheriff, process server, or opposing party, make sure to retain a copy for your own records.

Answering a Summons and Complaint

If you've been served with a Summons and Complaint for Divorce, you have thirty days from the date of service to file an Answer. Failing to do so could lead to a Default Judgment against you. To complete and file your Answer, follow these steps:

1. Read and follow the Temporary Restraining Order: The Summons includes a Temporary Restraining Order, which automatically takes effect when a divorce is initiated and you, as the Defendant, have been served. Both parties are required to obey it. Violating any of the terms outlined in the order could result in penalties and delay the divorce process. Take the time to carefully read and understand it.

2. Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information.

3. Complete the Answer and Statement of Mailing (UJS-316).

4. File the original copies of each of the forms listed above with the Clerk of Court in the county the case was initiated in, along with the required $25 Answer fee.
    a) If you cannot afford the $25 Answer fee, please complete the Motion, Affidavit, and Order to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the $25.

5. Mail a copy of the above forms to the Plaintiff.

Stipulated Divorce

If/When both parties come to an agreement regarding the terms and conditions of their divorce, it is referred to as a stipulated divorce. If such an agreement has been reached, both parties are required to complete and file the following forms:

1. Stipulation and Settlement Agreement without Minor Children (UJS-324). All pages must be initialed and signed by both parties.
   a) Complete the Financial Statement (UJS-023).

2. Statement of Plaintiff and Defendant as to Jurisdiction and Grounds for Divorce (UJS-319A). Both parties need to sign this form.

3. File the originals of the completed forms with the Clerk of Court.

Finalizing a Stipulated Divorce

If both parties have signed the stipulation, the stipulation has been filed with the Clerk of Court, and the sixty-day waiting period has elapsed since the Defendant was served with the Summons and Complaint, you may proceed as follows:

1. Complete the Judgment and Decree of Divorce Stipulation and Agreement without Children (UJS-326A): Fill out this form and either file the original with the Clerk of Court or bring it to your hearing if one is required. Carefully read the instructions and complete the form as directed. Please contact the Clerk of Court to determine whether a hearing is required.

2. Judgment and Decree of Divorce Signing: If granted, the Judge will sign the Judgment and Decree of Divorce.

Notice of Entry of Judgment and Decree of Divorce

Once the Judge has signed the Judgment and Decree of Divorce, the Clerk of Court will provide you with signed certified copies. To finalize the process, follow these steps:

1. Complete and File the Notice of Entry: You may obtain this form from the Clerk of Court. Depending on the county, either the Clerk of Court will complete the form for you or provide you with the form for completion. Check with the Clerk of Court in your county.

2. Complete the Statement of Mailing: You may obtain this form from the Clerk of Court. Again, depending on the county, either the Clerk of Court will complete it or provide you with the form for completion. Check with the Clerk of Court in your county.

3. File the originals of both the Notice of Entry and the Statement of Mailing with the Clerk of Court.

4. Mail a copy of the Notice of Entry, the Statement of Mailing, and the signed, certified copy of the Judgment and Decree of Divorce (UJS326A) to the opposing party.

***Steps under "Finalizing a Stipulated Divorce" can be completed by either party ***

Dismissing the Divorce

If the parties reconcile before the Judge grants the divorce, the divorce action may be dismissed by both parties signing a Stipulation and Order for Dismissal (UJS-328) and filing the original with the Clerk of Court.

Contested Divorce

1. If the parties cannot agree on the terms and conditions of the divorce, one party will have to request that a hearing, or trial, be scheduled.

2. Contact the Clerk of Court or Court Administrator to obtain a court date.

3. Complete a Notice of Hearing (UJS-336), available in the General Motions link on the UJS forms webpage, and make two copies. File the original. Send one copy to the other party and keep a copy for yourself.

4. Complete the Statement of Mailing (UJS-338), available at the General Motions link given immediately above. Make one copy for yourself and file the original.

5. If the parties cannot reach an agreement, the Judge can order them both to mediation. A Court-approved mediator will help the parties mutually agree on the various issues in your divorce. Mediation is not binding, and the issues discussed in mediation are confidential.

For more information on your case or to track events you may register as a user on eCourts.

RESOURCES AVAILABLE

For Mediation Services:
A list of court-approved mediators is maintained on the UJS website.

For Parenting Coordinator Services:
A list of approved parenting coordinators is maintained on the UJS website.

For Assistance with UJS-Approved Legal Forms found at http://ujs.sd.gov:
Contact the UJS Legal Form Help Line at 1-855-784-0004 or email Legal Research at UJSSRLHelp@ujs.state.sd.us.

Legal Aid Services of South Dakota:
Residents who meet financial eligibility guidelines may apply for free legal assistance through South Dakota's legal services program.

For Assistance with Complaints Regarding Businesses:
Office of the Attorney General
Division of Consumer Protection
1302 E. Hwy 14, Suite 3
Pierre, SD 57501

Phone: (605) 773-4400
Toll Free: 1-800-300-1986 (in state only)
Or Visit: http://atg.sd.gov/Consumers.aspx

For Assistance in Finding a Lawyer:

The State Bar of South Dakota offers a listing of lawyers and firms in South Dakota and can be found on the State Bar of South Dakota website. These are private practitioners who will charge for their services.

State Bar of South Dakota
Toll Free: 1-800-952-2333
Phone: 605-224-7554

For further information regarding the court system in South Dakota or to obtain legal forms, please visit the South Dakota Unified Judicial System website.

The South Dakota Unified Judicial System
605-773-3474
Rev. 05/2025

CASE FILING STATEMENT – Information Only; Not Retained in Case Records

Provide the Case File No. for the record you are filing into or the Case Type if initiating a new action: _____

*A list of case types and party roles can be found on South Dakota Unified Judicial Attorney forms and Documents webpage.

Social Security Numbers (not Driver's License Numbers) must be provided for divorce, child support, & paternity cases, 42 USC 666(a)(13)(B). All filers are **required** to provide the SSN **or** DL# for each of **their** participants regardless of the case type. Business entities must provide the EIN number in lieu of SSN or DL#.

INFORMATION FOR PLAINTIFF/PETITIONER/APPLICANT:

Last/Business Name | First Name | Middle | Suffix

Physical Address | City | State | Zip
☐ Check is Same as Mailing

Mailing Address | City | State | Zip

Home | Work | Cell

Social Security No. | Date of Birth | Driver's License No. | State | Employed ID (Business)

Attorney:

Last Name | First Name | State Bar ID No.

Mailing Address | City | State | Zip

Phone

INFORMATION FOR DEFENDANT/RESPONDENT/MINOR/DECEDENT/PERSON IN NEED OF PROTECTION

Last/Business Name | First Name | Middle | Suffix

Physical Address | City | State | Zip
☐ Check is Same as Mailing

Mailing Address | City | State | Zip

Home | Work | Cell

Social Security No. | Date of Birth | Driver's License No. | State | Employed ID (Business)

Attorney:

Last Name | First Name | State Bar ID No.

Mailing Address | City | State | Zip

Phone

INSTRUCTIONS AND FORMS FOR ANSWER WITHOUT MINOR CHILDREN

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. These can be found on the South Dakota Legislature website. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

IMPORTANT NOTICES

The Answer is a written response to the Complaint without Minor Children submitted by the Defendant to safeguard their rights. As the Defendant, if you decide to file an Answer, you must submit it to the Clerk of Court and serve it on the Plaintiff within thirty days of receiving the Summons and Complaint.

To complete this form you will need to:

1. Complete the caption of the Answer.
   a) County (insert county name).
   b) Judicial Circuit (insert circuit number). You may find your judicial circuit number on the Unified Judicial website on the Court Finder page.
   c) Plaintiff (insert your spouse's name).
   d) Defendant (insert your name).
   e) Upon filing, the Clerk of Court will assign a unique case number to the Plaintiff. This case number should be included on all subsequent documents after the initial filing. If you are not aware of the case number, please contact the Clerk of Court.
2. Complete the remainder of the information on the lines provided throughout the form. Complete the Statement of Mailing and sign in front of a notary or Clerk of Court.
3. Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information.
4. File the original copies of each of the forms listed above with the Clerk of Court along with the required $25 Answer fee.
   a) If you cannot afford the $25 Answer fee, please complete the Motion, Affidavit, and Order to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the $25.
5. Mail copies of all the above documents to the Plaintiff.

STATE OF SOUTH DAKOTA IN CIRCUIT COURT

COUNTY OF_____ _____JUDICIAL CIRCUIT

_____ Plaintiff v. _____ Defendant	Case No.: _____ **ANSWER** **(WITHOUT MINOR CHILDREN)** **AND STATEMENT OF MAILING**

The above-named Defendant's Answer to the Complaint without Minor Children as follows:

1. I **AGREE** with the following paragraphs of the Complaint without Minor Children (list the corresponding paragraph numbers from the Complaint)

   _____

   _____

2. I **DISAGREE** with the following paragraphs of the Complaint without Minor Children (list the corresponding paragraph numbers from the Complaint)

   _____

   _____

3. I **PARTIALLY AGREE** or **PARTIALLY DISAGREE** with the following paragraphs of the Complaint without Minor Children (list the corresponding paragraph numbers from the Complaint)

   _____

   _____

4. **I DO NOT HAVE ENOUGH INFORMATION** to either agree or disagree with the following paragraphs of the Complaint without Minor Children (list the corresponding paragraph numbers from the Complaint)

   _____

   _____

If you wish to explain any of your answers to the previous statements, please use the space below. If you do not wish to explain your answers further, leave the next four paragraphs blank.

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

Dated this_____day of_____, 20_____.

_____
Defendant Signature

_____
Defendant Name

_____
Defendant Address

_____
City, State, Zip Code

_____
Phone Number

STATEMENT OF MAILING ANSWER
WITHOUT MINOR CHILDREN

I,_____ (your name) the above-named Defendant being sworn, state that on the_____day of_____, 20 _____, mailed a true and correct copy of the Answer in an envelope addressed to the Plaintiff at:

_____
Plaintiff's Name

_____
Plaintiff's Street Address

_____
Plaintiff's City, State & Zip

And depositing the envelope, with sufficient postage in the United States mail in

_____
(City and State you Mailed the form from)

I declare under perjury under the law of South Dakota that the foregoing is true and correct.

*Signed on the*_____*day of*_____ , _____ *at*_____ .
(Date) (Month) (Year) (City or other location, and State)

_____
Defendant Signature

_____
Defendant Name

_____
Defendant Address

_____
City, State, Zip Code

_____
Phone Number

INSTRUCTIONS AND FORM FOR STIPULATION AND SETTLEMENT AGREEMENT WITHOUT MINOR CHILDREN

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. These can be found on the South Dakota Legislature website at. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

IMPORTANT NOTICES:

The Stipulation and Settlement Agreement is an agreement made between the Plaintiff and the Defendant on the dissolution of marriage. The Stipulation and Settlement Agreement is required for the Court to grant a divorce without either party appearing in court. In some cases, a hearing may still be required.

To complete this form, you will need to:

1. Read each page in detail.

2. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, name of the Plaintiff and Defendant on the lines provided, and case filing number.

3. Pages 1 and 2 – Read and fill in the lines provided.

4. Page 3 Number 3 Section C – List property that the Plaintiff will receive as a part of the divorce. Property would include vehicles, boats, motorcycles, ATV/Mobile homes, etc. Include make and model number for each.

5. Page 3 Number 3 Section D – List property the Defendant will receive as part of the divorce. Property would include vehicles, boats, motorcycles, ATV/Mobile homes, etc. Include make and model number for each.

6. Page 4 Number 3 Section E – List any property that either party has possession of but is to be given to the other party within thirty days of entry of the Judgment and Decree of Divorce.

7. Page 5 Number 4 Sections A and B – List any debt each party will be responsible for. This will include debt such as credit cards, banks loans, personal loans, vehicle loans, outstanding bills, student loans, medical bills, etc.

8. Page 6 Number 5 – Set the timeframe for the parties to remove the others name from any property or debt received as a part of this Agreement.

9. Page 7 Number 6 – Provides for the parties to more closely equalize the property and debt distribution by requiring one party to make an equalization payment to the other party. If the parties believe the distribution of assets and debts is equal, you should mark the second box.

10. Pages 7 and 8 Number 7 Sections A through C – Request the distribution of real property such as houses, land, and buildings.

11. Page 9 Number 8 Sections A and B – List investment and retirement account information, if any, and the division of each.

12. Page 10 Number 9 – Include life insurance information, if any, and the division of such.

13. Pages 10 and 11 Number 10 – Mark if either party is currently a member of the military.

14. Page 12 Number 11 – Select whether alimony is appropriate and if so, enter the amount and payment details.

15. Page 12 Number 12 – Enter income tax return agreement.

16. Page 12 Number 13 – Indicate if either the Plaintiff or Defendant would like to be restored to a maiden or former name and if so, provide that information.

17. Page 13 number 14 – Provide any other agreement the Plaintiff and Defendant have agreed upon if not listed previously.

18. Page 13 number 15 – Select if either party is awarded attorney fees.

19. Each page must be initialed by each party.

20. Each party will need to sign and date.

STATE OF SOUTH DAKOTA IN CIRCUIT COURT

COUNTY OF_____ _____JUDICIAL CIRCUIT

_____ Plaintiff v. _____ Defendant	Case No.:_____ **STIPULATION AND SETTLEMENT AGREEMENT (WITHOUT MINOR CHILDREN)**

THIS STIPULATION AND SETTLEMENT AGREEMENT (WITHOUT MINOR CHILDREN), made and entered into this _____day of _____, 20_____, by and between the Plaintiff,_____and the Defendant,_____. Within this document we understand that we may be referred to individually as Plaintiff/Defendant, or together as party(ies).

WHEREAS, the parties were married in the City of_____, in the State of _____, on the _____ day of _____, 20_____, and ever since that time have been and are now married; and

WHEREAS, irreconcilable differences and disputes have arisen between the parties and have or will separate with the intent to live apart; and

WHEREAS, Defendant was served with a true and correct copy of the Summons and Complaint (without Minor Children) on the____day of _____, 20____ , and;

WHEREAS, At the time of the commencement of this divorce action Plaintiff resided in the City of_____, in the County of _____, in the State of_____, and presently resides in the City of_____, in the County of_____ , in the State of_____ , and the Defendant at the time of the commencement of this divorce action resided in the City of_____, in the County of _____, in the State of _____, and presently resides in the City of_____, in the County of _____, in the State of _____.

_____ _____
Plaintiff's Initials Defendant Initials

Both parties agree that venue and jurisdiction in this Court is appropriate and consent to such jurisdiction and venue; and

WHEREAS, the parties agree that they currently have no minor children of the marriage or relationship and neither Plaintiff or Defendant is currently pregnant.

WHEREAS, the parties hereto now desire to enter into an Agreement settling all claims, property division, and all other matters between the parties regarding this divorce action,

NOW THEREFORE, it is hereby stipulated and agreed by and between the parties herein as follows:

1. **Release.** Except as stated in this agreement, each party is released from any future obligations or responsibilities for the other parties actions. Both parties are free from any debts, liabilities, or claims the other may incur after this agreement. This agreement is meant to settle all matters between the parties, unless stated otherwise.
2. **After-Acquired Property.** Any and all property, whether real or personal, acquired by either party from and after the date of this agreement shall be the sole and separate property of the person who acquired the property, and each of said parties respectfully grants to the other all such other and future acquisitions of property as the sole property of the one acquiring the same.
3. **Property Division:** The parties agree that the following marital property shall be divided as follows and such division is equitable:

   A. Clothing, Personal Effects, Personal Property: Each of the parties shall receive their own clothing, personal effects, and all personal property in their possession, free and clear of any claim from the other, unless otherwise specified herein.

   B. Photographs, Memorabilia: The parties agree to equally split the photographs and any special memorabilia acquired during the marriage/relationship within ninety days of signing of this Agreement. Any expenses incurred in this process shall be mutually agreed upon and split equally between the parties.

Plaintiff Initials

Defendant Initials

C. Plaintiff shall exclusively receive, as their sole and separate property, the following items:

_____ _____

_____ _____

_____ _____

_____ _____

D. Defendant shall exclusively receive, as their sole and separate property, the following items:

_____ _____

_____ _____

_____ _____

_____ _____

E. Property in Possession of the Other: If Plaintiff has property to be given to Defendant, then Plaintiff shall, within thirty days of execution of this Agreement, give to Defendant the following personal property items:

_____ _____

_____ _____

_____ _____

_____ _____

and Defendant shall, within thirty days of execution of this Agreement, give to Plaintiff the following personal property items:

_____ _____

_____ _____

_____ _____

_____ _____

F. Checking and Savings Accounts: It is acknowledged by the parties, that they have divided their bank accounts, including checking and/or savings accounts. Each party shall maintain exclusive ownership of the cash balance in their individual accounts, without any claims from the other party. Furthermore, any joint accounts that remain, shall be promptly closed and the funds shall be divided equally between the parties.

G. Tax Consequences: The parties agree that the above transfers of property between them are tax-free under the Internal Revenue Code § 1041, and both agree not to take any inconsistent position on their tax returns filed after this Agreement is signed.

4. Debt Division: The parties agree the following marital debt of the parties shall be divided as follows: (*list all debts and outstanding balances incurred by one or both parties: credit cards, bank loans, personal loans, vehicle loans, outstanding monthly bills, student loans, medical bills, etc.*):

A. Plaintiff shall be solely responsible for and take over the following debts:

_____ _____

_____ _____

_____ _____

_____ _____

B. Defendant shall be solely responsible for and take over the following debts:

_____ _____

_____ _____

_____ _____

_____ _____

Plaintiff Initials

Defendant Initials

C. Unless otherwise provided for herein, each of the parties shall be solely responsible for any debts they incur from the date of signing this Agreement. Each party agree not to incur any debt or liability that could potentially hold the other party, their property, or estate responsible in the future.

D. Unless stated otherwise, any unpaid debts from the marriage not covered in this document will be the responsibility of the person who incurred them. Each party agrees to protect the other from any liability for these debts.

E. Unless stated otherwise, each party promises to protect the other from any debts or liabilities they individually owe or will owe in the future. Each party will promptly apply to have the debts they are responsible for officially transferred or assumed by them, so the other party is released from responsibility. However, neither party can guarantee that creditors will agree to release them from liability. If a creditor denies the release, both parties will continue to apply for it periodically.

5. As set forth above, the party receiving the property or debt listed in this Agreement shall assume receipt commencing on the date of this Agreement. Further, the party receiving the asset or debt obligation, shall remove the other party's name from it within _____ days from entry of the Judgment and Decree of Divorce. The other party shall also cooperate in transferring titles to the party receiving the asset(s) once their name is removed.

6. In respect to equalizing the property distribution, the parties agree **(*check one*)**:

☐ That ☐ **Plaintiff** / ☐ **Defendant (*check one*)** shall pay to the other the amount of $_____to equalize the property/debt distribution within _____days of entry of the Judgment and Decree of Divorce;

OR

☐ That the allocation of personal property and debt is equitable, and no amount is necessary to equalize the distribution.

Plaintiff Initials

Defendant Initials

7. Real Property (*house, land or buildings*):

☐ The parties have no real property (*check if applicable and then proceed to #10*).

☐ The parties have an interest in the following real property:

A. Physical Address: _____

_____

B. Legal description *(obtained from a document such as a Warranty Deed, Mortgage or Title Insurance)*:

_____

_____

_____

_____

C. Regarding the property, the parties agree **(*check one*)**:

☐ That the ☐ **Plaintiff** / ☐ **Defendant (*check one*)** will receive the house/land and all the fixtures therein and/or the improvements thereon. The parties agree that the amount of equity in the real estate is $_____ *(Value – Debt(s) = Equity)*. The party receiving the real estate shall pay $ _____ to the other to equalize this division within_____days of entry of the Judgment and Decree of Divorce. If there is a mortgage(s) or other joint debt encumbering the real estate, the person receiving the property shall remove the other party's name from the mortgage(s) within_____days of entry of the Judgment and Decree of Divorce. The person receiving the property has consulted a lender and received pre-approval to refinance. The party not receiving the real property shall cooperate in the release or refinancing and shall sign a quit claim deed releasing all interest in the property to the other party.

OR

_____ Plaintiff Initials

_____ Defendant Initials

☐ The parties agree that the house/land and all the fixtures therein and/or the improvements thereon shall be listed for sale by _____, 20_____ with a realtor, on an active multiple listing service, for fair market value. The parties shall mutually agree upon a realtor, and both shall cooperate with signing the appropriate documents. Unless the parties otherwise agree, the parties shall accept a minimum offer for fair market value. While the sale is pending the ☐ **Plaintiff /** ☐ **Defendant /** ☐ **Not Applicable (*check one*)** shall have exclusive possession of the marital home if they do not commit waste thereto. Commencing _____, 20_____, the parties agree that the ☐ **Plaintiff /** ☐ **Defendant /** ☐ **Not Applicable (*check one*)** shall be responsible for the mortgage payments, which payments include taxes and insurance, normal maintenance, as well as payment of utility bills associated with the marital home. The parties further agreed that the net proceeds of the sale of the home shall be divided with Plaintiff receiving _____% and Defendant receiving _____%. Additionally, any monies refunded to the parties from any escrow account shall be divided between the parties with Plaintiff receiving_____% and Defendant receiving _____%. The parties agree, if they are not able to file a joint return, ☐ **Plaintiff /** ☐ **Defendant (*check one*)** shall claim the real estate taxes on their 20____ income tax return and ☐ **Plaintiff /** ☐ **Defendant (*check one*)** shall claim the mortgage interest on their 20_____ income tax return.

8. **Investments and Retirement Funds and Pension Plans:** Retirement and investments may be considered marital property and must be considered when dividing the marital assets between the parties. There are additional legal documents necessary to accomplish a transfer of certain retirement and investment accounts and you are strongly advised to consult an attorney if you are dividing such property.

A. The parties agree (***check the appropriate box***):

☐ Each party specifically waives any and all claims, if any, to the other's 401K, IRA, stock options, retirement, pension, and profit-sharing accounts and benefits, whether such claim is known or unknown, contingent or vested, or now owing or will become owing to the other party in the future.

It is the intent and purpose of the parties hereto by this provision to waive any entitlement to the 401K, IRA, stock options, pension, retirement, and/or annuity benefits of the other party, including both present and future benefits;

OR

☐ Effective the date this Agreement is signed by both parties, the Plaintiff shall receive the following investments and retirement accounts (list the current value of each): _____

_____ and;

Effective the date this Agreement is signed by both parties, the Defendant shall receive the following investments and retirement accounts (list the current value of each): _____

_____

B. The parties recognize that, unless otherwise provided herein, they have been advised to change any designation of their spouse as the beneficiary of any policy governed by ERISA, to include life insurance policies or employee benefit plans.

9. Life Insurance. Life insurance policies, particularly the cash value of some policies, may be considered marital property and should be considered when dividing the marital assets. Thus, the parties agree ***(check one)***:

☐ The parties do not have any life insurance policies to distribute;

OR

☐ The parties agree to the allocation of the life insurance policies as follows:

Plaintiff shall receive the following (term/whole life) life insurance policy(ies) and shall be responsible for any premium associated with said policy:

_____

_____

Plaintiff Initials

Defendant Initials

Defendant shall receive the following (term/whole life) life insurance policy(ies) and shall be responsible for any premium associated with said policy:

_____

_____

10. <u>Military Benefits (*check one*)</u>

☐ The ☐ **Plaintiff** / ☐ **Defendant (*check one or both, if applicable*)** confirms they are not currently a member of the military service of the United States of America as defined by the Soldier and Service Member's Civil Relief Act of 1940.

<u>OR</u>

☐ The ☐ **Plaintiff** / ☐ **Defendant (*check one or both, if applicable*)** was a member of the military (includes the National Guard and Reserves) during the marriage. Accordingly, the other party may be entitled to, as a former spouse of a service member, specific benefits depending on the length of the marriage and the amount of time the service member spouse spent in the military during the marriage. Benefits may include, if you qualify, retirement pay, military health care, commissary privileges and base facility benefits. There are state and federal laws that come into play; i.e. the Uniformed Services Former Spouses' Protection Act, and the Survivor Benefit Plan. There are numerous and complicated laws, and it is advised that you seek legal advice and/or assistance from the Defense Finance and Accounting Service to understand and protect all benefits you may be entitled to. When receiving retirement pay, you need to consult legal counsel regarding the "disposable retired pay" and the importance of disability pay in lieu of retired pay. Also, an Order dividing benefits must be timely received by the Defense Finance and Accounting Service and, if necessary, an Order requiring Survivors Benefit Protection (SBP).

If the Plaintiff or Defendant or both are members of the military service, past or present, please list branch of service, rank at the time of retirement, the specific years that they were in service (ex. 1992–2004) and the specific years of service during marriage (ex. 1994-2004):

_____

_____

_____

_____

In respect to military benefits of the service member, the parties agree as follows:

_____

_____

_____

_____

11. <u>Alimony (Spousal Support).</u> Please check the appropriate box and fill in the appropriate blanks. (*You are strongly encouraged to consult with an attorney before completing this section*):

☐ The ☐ **Plaintiff /** ☐ **Defendant (*check one*)** shall receive alimony in the sum of $_____ each month beginning the 1st of _____, 20_____ for the following duration:

☐ A period of _____ months;

☐ Until remarriage of the person receiving alimony or death of either party.

<u>OR</u>

☐ No alimony of any kind shall be granted to either party. Both parties waive any right they may have to alimony and accepts this Agreement (without Minor Children) in full and final satisfaction of all marital claims.

_____ Plaintiff Initials

_____ Defendant Initials

12. Income Tax Returns. The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete an accurate income tax return for subsequent tax years. The parties agree:

☐ File a joint tax return if possible for the_____ tax year, if allowed by law, and share the expenses and tax liability or refund as follows: _____% to Plaintiff and _____% to Defendant;

OR

☐ File as single persons for the_____ tax year. Starting with the tax year that the Judgment and Decree of Divorce is signed, the parties shall file as single persons on their IRS returns and every year thereafter.

13. Former Name. If one party would like their maiden name or former name restored to them, complete this section: (*Leave section blank if not applicable*)

The ☐ **Plaintiff /** ☐ **Defendant (*check one if applicable*)**, presently known as _____Date of birth _____,

will be restored to their full former or maiden name of:

_____in any Judgment and Decree of Divorce

issued herein and will be known hereafter as: _____

14. Other Agreements Not Covered Previously.

_____

_____

_____

_____

15. Attorney's Fees. (*Check one if appropriate and fill in where necessary*):

☐ Each party shall be solely responsible for their own attorney fees, costs and expenses incurred in this proceeding.

OR

☐ The ☐ **Plaintiff /** ☐ **Defendant (*check one*)** will pay the sum of $_____ towards the attorney fees, costs and expenses of their spouse within _____ days of entry of the Judgment and Decree of Divorce.

Plaintiff Initials _____ Defendant Initials _____

16. Address. Until all provisions herein are satisfied, the parties agree that each will promptly notify the other of any change of address and/or telephone number.

17. Other Documents. The parties shall, at any and all times upon request by the other party or their legal representative, make, execute, and deliver any and all such other and further documents as necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefor.

18. Grounds. The parties mutually understand that a divorce shall be granted to both parties on the grounds of irreconcilable differences, per SDCL § 25-4-17.3. The parties have executed a Statement of Plaintiff and Defendant as to Jurisdiction and Grounds for Divorce and understand the Court may grant the divorce without requiring personal appearances of the parties. If the Court decides to grant a Judgment and Decree of Divorce, the parties agree that this Agreement shall be presented to the Court without further notice. In the event the Court does not accept and approve all terms and provisions of this Agreement, then the same shall be null and void and no Judgment and Decree of Divorce may be entered by default in favor of either party without prior notice to either party.

19. Interference. The parties hereafter shall live separate and apart. Each party shall be free from interference, authority or control, direct or indirect, of the other party. The parties agree not to molest, annoy, harass, stalk, or interfere with each other in any aspect of their personal or professional lives.

20. Enforcement. The parties agree this Agreement shall be binding upon them until otherwise mutually agreed or otherwise ordered by the Court. Upon any violation of the terms of this Agreement, or if one party determines modifications are necessary without consent of the other party, each shall be free to petition the Court to have this Agreement modified/enforced in accordance with the law.

21. Release of Inheritance Rights. Unless otherwise specified herein, each party releases all rights to shares in the estate of the other or shares in the estate of the parents of the other, or to serve as personal representative or administrator of the estate of the other, except only as specified by will or codicil to will executed after the date of this Agreement.

22.Modification and Waiver. Any modification/waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement and approved by the Court. The failure of either party to insist upon strict performance of any of the provisions shall not be construed as waiver of any subsequent default of the same or similar nature.

23. Partial Invalidity. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

24. Titles. The paragraph captions contained herein are inserted for convenience and descriptive purposes only and do not constitute a part of this Agreement.

25. Conflict of Laws. This Agreement shall be construed in accordance with the substantive laws of the State of South Dakota.

26. Waiver and Incorporation. The parties waive notice of trial, notice of hearing, findings of fact and conclusions of law and consent to the entry of a Judgment and Decree of Divorce without further notice, upon the Court's determination that there is a just cause for divorce. It is further stipulated and agreed by and between the parties that all provisions of this Agreement shall be incorporated by reference into any Judgment and Decree of Divorce which may be issued herein.

27. Written Memorandum. This Agreement contains the entire understanding of the parties who hereby acknowledge there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

28. Ratification.

A. This Agreement was made and entered into with the full knowledge of both parties, and they have read the entire document and have signed the same of their own free will and accord.

B. The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel as well as a tax expert prior to the execution of this Agreement. The parties acknowledge that it is a legal document and binding upon them.

Plaintiff Initials

Defendant Initials

C. Each party promises and guarantees to the other: (a) they have fully disclosed the existence of and value of all assets and debts in which they have any interest whatsoever; and (b) the assets and debt set forth identified herein constitutes all the property of the parties, whether owned jointly or by either of them individually, or in conjunction with a third party; and (c) the full and frank disclosure of all assets and liabilities by both parties is an essential and material element of the consideration of this Agreement.

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

*Signed on the*_____ *day of*_____, _____ *at* _____.
(Date) (Month) (Year) (City or other location, and State)

_____
Plaintiff Signature

_____
Plaintiff Printed Name

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

*Signed on the*_____ *day of*_____, _____ *at* _____.
(Date) (Month) (Year) (City or other location, and State)

_____
Defendant Signature

_____
Defendant Printed Name

INSTRUCTIONS FOR STATEMENT OF PLAINTIFF AND DEFENDAT AS TO JURISDICTION AND REASON FOR DIVORCE AND FORM

There forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

IMPORTANT NOTICE:

1. This Statement establishes jurisdiction and grounds for divorce in which the Court may grant a divorce without requiring their personal appearance. Although this Statement can be used to help waive a court hearing, **the Judge presiding over your case may still require one.**
2. In South Dakota, to use irreconcilable differences as the reason for divorce both parties must agree. Additionally, the Plaintiff must be a resident of the State of South Dakota when the divorce is started. This Statement confirms those facts for the Court.
3. This form shall be completed after the Stipulation and Settlement Agreement has been signed by both parties.

To complete this form, you will need to:

1. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, Plaintiff and Defendant's names.
    a. The Clerk will provide you a case number at the time of filing.
    b. Your judicial circuit can be found on the South Dakota Unified Judicial Website.
2. Plaintiff and Defendant will need to sign and date.
3. Once signed it will need to be filed with the Clerk of Court.
4. If the Defendant refuses to sign this form, the Plaintiff should still file this Statement with only their signature.

STATE OF SOUTH DAKOTA IN CIRCUIT COURT

COUNTY OF _____ _____ JUDICIAL CIRCUIT

_____ Plaintiff v. _____ Defendant	Case No.: _____ **STATEMENT OF PLAINTIFF & DEFENDANT AS TO JURISDICTION AND GROUNDS FOR DIVORCE**

The above-named Plaintiff and Defendant, being first duly sworn upon their oath, depose and state as follows:

1. That they are the Plaintiff and the Defendant in the above-entitled divorce action.
2. This Statement is made pursuant to the provisions of SDCL § 25-4-17.3 so that the divorce may be granted without requiring the personal appearance by either party in Court.
3. Pursuant to SDCL § 24-4-30, the Plaintiff, at the time of the commencement of this divorce action was a resident of _____County in the State of South Dakota (or stationed in the State of South Dakota while a member of the armed services)
4. Plaintiff and Defendant agree by signing this Statement that there are irreconcilable differences between the parties which the parties cannot repair to save the marriage. Both parties' consent to the Court's entry of a Judgment and Decree of Divorce to both parties on the grounds of irreconcilable differences.
5. A written Stipulation and Settlement Agreement (without Minor Children) has been entered into between the Plaintiff and the Defendant setting forth the terms and conditions of the division of property and other matters. The Agreement is presented to the Court with this Statement.
6. Both parties authorize the immediate presentation of the Stipulation and Settlement Agreement (without Minor Children), this Statement of Jurisdiction and Grounds for Divorce and the proposed Judgment and Decree of Divorce to the Court and

respectfully request the Court to consider the same without need for any noticed hearing or trial. The Parties further waive the entry of formal Findings of Fact and Conclusions of Law.

I declare under perjury under the law of South Dakota that the foregoing is true and correct.

Signed on the____ day of_____ , _____ at _____ .
(Date) (Month) (Year) (City or other location, and State)

_____
Plaintiff Signature

_____
Plaintiff Name

I declare under perjury under the law of South Dakota that the foregoing is true and correct.

Signed on the____day of _____ , _____ at _____ .
(Date) (Month) (Year) (City or other location, and State)

_____
Defendant Signature

_____
Defendant Name

INSTRUCTIONS AND FORM FOR FINANCIAL STATEMENT

If you have any legal questions while completing this form, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

To complete this form, you will need to:

1) Plaintiff and Defendant each will need to complete their own Financial Statement.
2) Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, name of the Plaintiff and Defendant on the lines provided, case filing number, and check if you are the Plaintiff or Defendant. The Clerk will provide you with a case number at the time of filing. You can find your circuit number on the Unified Judicial System Website.
3) Provide your full name on the first line provided.
4) **Number 1 Monthly Income** (a through g) – Enter your gross monthly income for any income you receive.
5) **Number 2 Employment** – Indicate your employment status.
6) **Number 3 Monthly Expenses** (a through g) – Enter your monthly expenses (housing, utilities, food, ect.), and the average cost of that expense.
7) **Number 4 Annual Income** (a and b) **–** Enter your annual income before taxes in box (a) and your annual income after taxes in box (b).
8) **Number 5 Anticipated Income –** List any anticipated income, such as income from the sale of a house, land, gifts, inheritances, ect., you are expecting to receive.
9) **Number 6 Dependents –** List the number of dependents, if any, that you have.
10) **Number 7 Insurance** (a through e) **-** Indicate if you have insurance and if so the name, monthly cost for just you, monthly cost for you and your child(ren), if applicable, and all names of persons covered under the insurance.
11) **Number 8 Assets** (a through k) – list the total fair market value of any asset that you may have.
12) **Number 9 Liabilities** (a through j) - Number 19 is your total monthly deductions.
    a) List the name of who you owe money to;
    b) The total outstanding balance; and
    c) Your monthly payment of the liability.
13) **Number 10 Childcare Costs** (a through g) – Indicate if you incur childcare cost, and if yes, complete line items a through g.
14) **Number 11 Benefits** (a and c) – Indicate if you receive any benefits such as social security or veteran benefits that are provided to the child(ren). If yes list the amount and which parent receives the payment for the child(ren)
15) Sign and date.

STATE OF SOUTH DAKOTA IN CIRCUIT COURT

COUNTY OF_____ _____ JUDICIAL CIRCUIT

_____ Plaintiff v. _____ Defendant	Case No.: _____ **FINANCIAL STATEMENT** ☐ PLAINTIFF ☐ DEFENDANT

I, _____, an above-named party, hereby state under penalty of law that the following is true pursuant to SDCL 18-7-6.

1) **Monthly Income**

		Per Month Amount
a)	(If employed) My monthly take home pay is:	$
b)	My pension, retirement, disability, veterans, social security, or insurance payments I receive total:	$
c)	My rental income, interest, dividends, royalties, or other gains is:	$
d)	I receive unemployment insurance and workers compensation benefits of:	$
e)	Do you receive Public Assistance? If Yes, list which type(s) you receive and the total amount:_____ _____	☐ Yes or ☐ No $
f)	Gain from sale, trade or conversion of capital assets is:	$
g)	Other income (including spousal support) is: Explain: _____	$
→	**TOTAL MONTLY INCOME (add columns a-g)**	$ 0

2. **Employment** *(Check One)*

I am (check one) ☐ Employed ☐ Unemployed ☐ Self-Employed

3) **Monthly Expenses** – Housing, utilities, insurance, food, etc. List the items you pay and what you pay/your share of pay you are responsible for.

		Monthly Payment
a)		$
b)		$
c)		$
d)		$
e)		$
f)		$
g)		$
	TOTAL MONTHLY EXPENSES (add all monthly payments together)	$0

4) **Annual Income**

	Yearly
My total income before deductions for last year was:	$
My total income after deductions last year was:	$

5) **Anticipated Income**

Total monies or income from sale of house or land, gifts, inheritance, allotments, trust funds, lease money, etc.	$

6) **Dependents**

Including myself, I have the following number of dependents.	

7) **Insurance**

a)	Do you have health insurance available for dependents through your employer, Yes or No. If you provide health or dental care for your child(ren) complete this section.	☐ Yes ☐ No
b)	Name of the health and/or dental insurance _____	
c)	Total monthly cost for the employee only:	$
d)	Total monthly cost for the employee and child(ren):	$
e)	Persons covered under the policy: _____ _____	

8) **Assets**

		Value
a)	Cash on hand/in the bank	$
b)	Accounts and notes receivable (IOU's and other money payable to me)	$
c)	Investments (stocks, bonds, savings bonds, CD's, money market, ect.)	$
d)	Retirement Account Balance	$

e)	Real estate (house, land, tribal lease land, rental property, ect.)	$
f)	Automobile(s) (*list the make model and year on the lines. If multiple vehicles, add the value of all vehicles for the total value.*)_____ _____	$
g)	Recreational vehicles *(boats, campers, ATV's ect.)*	$
h)	Household goods (*furniture, appliance, TV, ect.)*	$
i)	Other personal property *(tools, sports, equipment, jewelry, etc.)*	$
j)	Value of business if business owner	$
k)	Any other assets *(anything else I could sell or borrow money on)*	$
	Total Value of Assets (Add value of columns a through k)	$0

9) **Liabilities** – *(Money that you owe for any vehicle, mortgage, student or personal loans, credit cards, medical bills, ect.)*

	Name- who you owe	**Outstanding balance**	**Monthly payment**
a)		$	$
b)		$	$
c)		$	$
d)		$	$
e)		$	$
f)		$	$
g)		$	$
h)		$	$
i)		$	$
j)		$	$
	Total Debts	$ 0 *(combined total of outstanding balances)*	$ 0 *(combined total of monthly payments)*

10) Childcare Costs

a)	Do you incur childcare costs because of employment, job search, training, or education? If es complete this section.	☐ Yes ☐ No
b)	Name of the childcare provider:_____	
c)	Number of children receiving childcare:	
d)	Names of child(ren) receiving childcare:_____ _____ _____	
e)	Total amount of childcare costs per month?	$

f)	Do you receive assistance for childcare? If yes, how much do you receive per month?	☐ Yes ☐ No $
g)	Do you claim the Federal Childcare Tax Credit?	☐ Yes ☐ No

11) **Benefits**

a)	Are any Social Security or Veteran's Benefits provided to a child(ren) of the parties due to retirement, disability, or other eligibility?	☐ Yes ☐ No
b)	If yes, how much is received each month?	$
c)	Name which parent receives the payment for the child(ren)? Name:_____	

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

Signed on the_____day of_____at_____, South Dakota
Month *City or other location*

By: ☐ Plaintiff ☐ Defendant

_____
Signature

_____
Printed Name

_____
Address

_____
City, State, Zip

Phone Number

INSTRUCTIONS AND FORM FOR JUDGMENT AND DECREE OF DIVORCE (STIPULATION AND AGREEMENT WITHOUT MINOR CHILDREN)

These forms are related to specific South Dakota Codified Laws (SDCL) concerning divorce matters. You can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide legal advice or assist with form completion. For specific questions related to the forms, you can also contact the Legal Form Help Line at 1-855-784-0004 or email UJS staff at ujssrlhelp@ujs.state.sd.us.

IMPORTANT NOTICES

1. Use this form only if you and the Defendant have signed a Stipulation and Settlement Agreement (without Minor Children) and you want the Court to incorporate that Agreement into your Judgment and Decree of Divorce.
2. Even if you and the other party have signed the Stipulation and Settlement Agreement, the Judge assigned to your case may still require you to appear in court.

To complete this form, you will need to:

1. Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, list your name for the Plaintiff and the other party for the Defendant.
2. In the first paragraph enter the day the Defendant was served with the Summons and Complaint, and the date and location of the marriage.
3. Provide the Clerk of Court the proposed Judgment and Decree of Divorce (UJS-326A). The Clerk of Court will give to the Judge to grant or deny.
4. If the Judge signs the proposed Judgment and Decree of Divorce (UJS-326A), a Notice of Entry will need to be completed and filed with the Clerk of Court.
    a) The Notice of Entry form can be obtained from the Clerk of Court. Depending on the county, this may be completed by the Clerk of Court, or they may provide to you to complete and file.
5. Certified copies of the Judgment and Decree of Divorce (UJS-326A) along with a copy of the Notice of Entry will need to be provided to both parties and a Statement of Mailing will need to be completed. Depending on the county, this may be completed by the Clerk of Court, or they may provide to you to complete and file. You will need to check with the Clerk of Court on this.
    a) The Statement of Mailing form can be obtained by the Clerk of Court.
6. If a hearing is required, you will need to bring the Judgment and Decree of Divorce (UJS-326B) with you and if the Judge signs at the conclusion of the hearing, certified copies of the signed Judgment and Decree of Divorce (UJS-326A) along with a copy of the Notice of Entry will need to be provided to both parties and a Statement of Mailing will need to be completed. Depending on the county, this may be completed by the Clerk, or these forms may be provided to you to complete and file. You will need to check with the Clerk of Court on this.
    a) The Statement of Mailing form can be obtained from the Clerk of Court.

STATE OF SOUTH DAKOTA IN CIRCUIT COURT

COUNTY OF _____ _____ JUDICIAL CIRCUIT

_____ Plaintiff v. _____ Defendant	Case No.: _____ **JUDGMENT AND DECREE OF DIVORCE (STIPULATION AND AGREEMENT WITHOUT MINOR CHILDREN)**

The above-entitled matter came before this Court on the_____ day of_____ 20 ____. It satisfactory appearing to the Court from the records and file herein that the Defendant was duly served with the Summons and Complaint (without Minor Children) on the_____ day in the month of_____, and in the year of 20_____, and the parties thereafter entered into a Stipulation and Agreement (without Minor Children) on file and dated _____, herein. The parties were married on the_____ day in the month of_____, in the year of_____ ,and in the City and State of _____. After due consideration of the same and on the matters of record herein the Court finds and concludes that is has jurisdiction over the parties and the subject matter herein, and that the parties having expressly waived entering of Findings of Fact and Conclusions of Law. Now therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The parties are both granted a Judgment and Decree of Divorce on the grounds of irreconcilable differences and the parties hereto are restored to the status of single persons.
2. Plaintiff ☐ / Defendant ☐ ***(check one)***, currently known as _____ shall be restored to their former or maiden name known hereafter as_____;

3. All the terms and conditions specifically set forth in the Stipulation and Agreement (without Minor Children) are approved and incorporated herein as though fully set forth verbatim.

Dated this _____ day of _____, 20 _____.

_____
Circuit Court Judge

Attest:

_____
Clerk of Court

_____
Deputy Clerk
(Seal)