

DEFENDANT'S CHECKLIST FOR DIVORCE 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@ajs.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:

- 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.
- Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information.
- Complete the Financial Affidavit (UJS-023).
- Complete the Answer and Affidavit of Mailing (UJS-316).
- 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 filing fee.
 - If you cannot afford the \$25 Answer fee, please complete the Motion to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the \$25.
- Mail a copy of the above forms to the Plaintiff.

DEFENDANT'S CHECKLIST FOR DIVORCE WITHOUT MINOR CHILDREN

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:

- Stipulation and Settlement Agreement without Minor Children (UJS-324). This form must be initialed and signed by both parties in front of a notary or the Clerk of Court.
- Affidavit of Plaintiff and Defendant as to Jurisdiction and Grounds for Divorce (UJS-319A). Both parties need to sign this affidavit in front of a notary or the Clerk of Court.
- File the originals of the completed forms with the Clerk of Court.

Finalizing a Stipulated Divorce

If both parties have signed the Stipulation, filed it 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:

- 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 or not.
- 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 Court will provide you with signed certified copies. To finalize the process, follow these steps:

- 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.
- Complete the Affidavit of Mailing: You may obtain this form from the Clerk of Court. Again, depending on the county, either the Clerk will complete it or provide you with the form for completion. Check with the Clerk of Court in your county.
- File the originals of both the Notice of Entry and the Affidavit of Mailing with the Clerk of Court.
- Mail a copy of the Notice of Entry, the Affidavit of Mailing, and the signed, certified copy of Judgment and Decree of Divorce (UJS326A) to the opposing party.

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***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

A contested divorce arises when a couple cannot find common ground regarding the decisions necessary to terminate their marriage. In such cases, they proceed to Court, where the Judge adjudicates the divorce-related matters. The forms contained in this packet do not cover contested divorces. This would be when the parties are encouraged need to seek legal representation.

For more information on your case or to track events you may register as a user on eCourts, at: <https://ecourts.sd.gov/Account/Login.aspx?ReturnUrl=%2f>.

RESOURCES AVAILABLE

For Mediation Services:

A list of court-approved mediators is maintained on the UJS website at ujs.sd.gov/Resources/ProgramsServices.aspx

For Parenting Coordinator Services:

A list of approved parenting coordinators is maintained on the UJS website at ujs.sd.gov/Resources/ProgramsServices.aspx

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 can get free legal aid services in SD. To determine if you are eligible, contact one of the following:

Dakota Plains Legal Services, Inc.

<https://www.dpls.org/contact-us>

East River Legal Services, Inc.

335 N Main Ave. Suite 200

Sioux Falls, SD 57104

1-605-336-9230

East River Legal Services – Advancing Equal Access to Justice for our most vulnerable citizens.

(erlservices.org)

Access to Justice, Inc.

This is a statewide program designed to supplement the legal aid programs in SD. Residents must be income eligible to qualify for legal services at a reduced rate or at no cost to you. Clients are responsible for paying case costs. Access to Justice Inc. also offers clinics periodically to assist self-represented litigants in filling out UJS approved legal forms.

Access to Justice Inc
State Bar of South Dakota
222 E Capitol Ave #3
Pierre, SD 57501

Phone: 1-855-287-3510 Or Visit: <https://www.statebarofsouthdakota.com/access-to-justice/>

For Assistance with Complaints Regarding Businesses:

Office of the Attorney General
Division of Consumer Protection
1302 E. Hwy 14, Suite 3
Pierre, SD 57501

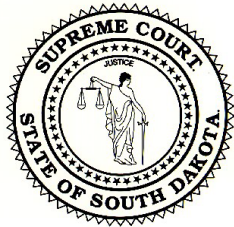
Phone: (605) 773-4400
Toll Free: 1-800-300-1986 (in state only)
Or Visit: <http://atg.sd.gov/Consumers.aspx>

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 at the following: <https://findalaeinsd.com/>. 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 at <http://uj.s.sd.gov>.



The South Dakota
Unified Judicial System
(605) 773 3474
Rev. 04/2024

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 here: <https://ujc.sd.gov/Attorneys/FormsDocumentation.aspx>

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 <input type="checkbox"/> Check if Same as Mailing	_____ City	_____ State	_____ Zip	
_____ Mailing Address	_____ City	_____ State	_____ Zip	
_____ Home	_____ Work	_____ Cell		
_____ Social Security No.	_____ Date of Birth	_____ Driver’s License No.	_____ State	_____ Employer 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 <input type="checkbox"/> Check if Same as Mailing	_____ City	_____ State	_____ Zip		
_____ Mailing Address	_____ City	_____ State	_____ Zip		
_____ Home	_____ Work	_____ Cell			
_____ Social Security No.	_____ Date of Birth	_____ Date of Death	_____ Driver’s License No.	_____ State	_____ Employer ID (Business)
Attorney:					
_____ Last Name	_____ First Name	_____ State Bar ID No.			
_____ Mailing Address	_____ City	_____ State	_____ Zip		
_____ Phone					

INSTRUCTIONS AND FORM FOR FINANCIAL AFFIDAVIT


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@ujss.state.sd.us. Remember that legal matters are better addressed by professionals who specialize in this field.

To complete this form you will need to:

- Plaintiff and Defendant each will need to complete their own Financial Affidavit.
- 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.
 - Your circuit number can be found here:
https://ujss.sd.gov/Circuit_Court/Default.aspx
- Provide your full name on the first line provided.
- Numbers 1 through 3 is your contact and employment information.
- Numbers 4 through 11 is your gross monthly income.
- Number 12 is your total gross monthly income. You will need to add lines 4 through 11 for this total.
- Numbers 13 through 18 is your monthly deductions from your income.
- Number 19 is your total monthly deductions. You will need to add lines 13 through 18 for this total.
- Number 20 is your total net monthly income. You will need to take the total of your monthly income (line 12) and subtract your total monthly deductions (line 19) from that. This will be your total net monthly income.
- Numbers 21 and 22 are previous years gross income.
- Numbers 23 through 30 is information on dependent/childcare and health insurance, if any.
- Numbers 31 through 43 is your asset information. You will need to state the fair market value of the assets, if any.
- Number 44 is the combined total of your assets. Add lines 31 through 43 for this total.
- Number 45 lines a through i, are your listed and total debts:
 - List the name of the debt (who you owe money to);
 - The total outstanding balance of that debt; and
 - Your monthly payment for that debt.
- Number 46 is your average total of monthly expenses such as house, utilities, food, insurance, etc.
- Number 47 is the combined total of your monthly liabilities. You will need to add the combined total of your monthly debt payments (#45 line i) with your average monthly expenses (line 46).
- Numbers 48 and 49 is anticipated income. This is any income you are expecting to receive that isn't already listed above.
- Sign and date once in front of a notary or Clerk of Court.

(7)	My interest, dividends, rentals, royalties, or other gains is:	\$
(8)	Gain from sale, trade or conversion of capital assets is:	\$
(9)	I receive unemployment insurance and workers compensation benefits of:	\$
(10)	Benefit in lieu of compensation including but not limited to military pay allowances is:	\$
(11)	Other income (including spousal support) is: Explain: _____ _____	\$
(12)	Total Gross Monthly Income (add columns 4-11) 	\$

DEDUCTIONS

	Deduction Item	Deduction Amount Per Month
(13)	Income tax based on one withholding allowance for a single taxpayer (not actual number of dependents):	\$
(14)	Social Security and Medicare taxes withheld from wages or salary:	\$
(15)	Contributions to an IRS qualified retirement plan not exceeding 10% of gross income:	\$
(16)	Unreimbursed employee business expenses (Attach IRS form 2106):	\$
(17)	Payments made on other support orders OTHER THAN FOR CHILDREN IN THIS PROCEEDING (Attach court order and evidence of payments.):	\$
(18)	Payments made for spousal support:	\$
(19)	Total Monthly Deductions (add columns 13-18) 	\$

(20)	—	=	\$
	Total Gross Monthly Income	Total Monthly Deductions	Total Net Monthly Income

(Subtract the value of your total monthly deductions from your total gross monthly income)

(21) My total gross income before deductions for the previous year was:

\$ _____

(22) My total gross income before deductions for two years ago was:

\$ _____

(23) Including myself, I have the following number of dependents: _____

(24) Do you have health insurance available for dependents through your employer? **(check one)** Yes No

(25) If you provide health or dental insurance for your child(ren), please complete the following:

a) Name of the health and/or dental insurance

Company: _____

b) Total monthly cost for the employee only: \$ _____

c) Total monthly cost for the employee and child(ren):

\$ _____

d) Persons covered under the insurance policy:

(26) Do you incur childcare costs as a result of employment, job search, training, or education? **(check one)**

Yes No

If so, please complete the following:

a) Name and address of childcare provider: _____

b) Name(s) of child(ren) whom childcare is provided:

c) Hours per week that childcare is provided: _____

d) Childcare cost is: \$_____ per month; \$_____ per week; \$_____ per hour

(27) Total amount of childcare cost for the past six months: \$ _____

(28) Do you receive any assistance for childcare? **(check one)** Yes No

a) If yes, how much do you receive per month? \$_____

(29) Do you claim the Federal Child Care Tax Credit? **(check one)** Yes No


(30) Amount of Social Security or Veteran's Benefits provided to a child(ren) of the parties due to your retirement, disability or other eligibility:

\$_____

a) Which parent receives payment for the child: _____

ASSETS

	Asset	Value
(31)	Cash on hand/in the bank	\$
(32)	Accounts and Notes Receivable (IOU's and other money payable to me)	\$
(33)	Investments (stocks, bonds, savings bond, CD's, money market, etc.)	\$
(34)	Retirement Account balance	\$
(35)	Real Estate (house, land, tribal lease land, rental property, etc.)	\$
(36)	Automobile(s) (include value, make, model, and year) _____ _____ (if multiple vehicles, add the value of all vehicles to get total)	\$

(37)	Recreational Vehicles (boats, campers, ATV's, etc.)	\$
(38)	Household Goods (furniture, appliances, TV, etc.)	\$
(39)	Sporting Equipment	\$
(40)	Jewelry	\$
(41)	Tools / Shop Equipment	\$
(42)	Value of Business	\$
(43)	Any other assets (anything else I could sell or borrow money on)	\$
(44)	Total Value of Assets (add value of columns 31-43) 	\$

LIABILITIES (money that you owe)

(45) Debts (vehicle, mortgage, student, or personal loans, credit cards, medical bills, etc.)

	Name of Debt (who you owe to)	Outstanding balance	Monthly payment
a)		\$	\$
b)		\$	\$
c)		\$	\$
d)		\$	\$
e)		\$	\$
f)		\$	\$
g)		\$	\$
h)		\$	\$
i)	TOTAL DEBTS	(combined total of outstanding balance)	(combined total of monthly payments)

(46) Total of regular monthly expenses (housing, utilities, food, insurance, etc.):

\$ _____

(47) **TOTAL MONTHLY LIABILITIES: \$** _____
(Add your total monthly payments with your total of monthly expenses)

ANTICIPATED INCOME (money or property you are expecting)

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

(49) When is the money/income expected? _____

Dated this _____ day of _____, 20____.

Plaintiff/Defendant (circle one) Signature

Plaintiff/Defendant (circle one) printed Name

Address

City/State/Zip

Phone Number

Sworn/affirmed before me this _____ day
of _____, 20____.

Notary/Deputy Clerk/Clerk of Court

My Commission Expires: _____

INSTRUCTIONS AND FORMS FOR ANSWER 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@uj.s.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:

- Complete the caption of the Answer.
 - County (insert county name).
 - Judicial Circuit (insert circuit number). You may find your judicial circuit number at the following web address.
 - https://uj.s.sd.gov/Circuit_Court/Default.aspx
 - Plaintiff (insert your spouse's name).
 - Defendant (insert your name).
 - 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.
- Complete the remainder of the information on the lines provided throughout the form. Complete the Affidavit of Mailing and sign in front of a notary or Clerk of Court.
- Complete a Case Filing Statement (UJS-232) with both your demographic information and your spouse's demographic information.
- Complete the Financial Affidavit (UJS-023).
- File the original copies of each of the forms listed above with the Clerk of Court along with the required \$25 filing fee.
- If you cannot afford the \$25 filing fee, please complete the Motion to Waive Filing Fee (UJS-022) and submit with the above forms in lieu of the \$25.
- Mail copies of all the above documents to the Plaintiff.

<p>_____</p> <p>Plaintiff</p> <p style="text-align: center;">v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">ANSWER (WITHOUT MINOR CHILDREN) AND AFFIDAVIT OF MAILING</p>
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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

AFFIDAVIT 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)

Dated this _____ day of _____, 20_____.

Defendant Signature

Defendant Name

Defendant Address

City, State, Zip Code

Phone Number

Sworn/affirmed before me this _____ day
of _____, 20_____.

Notary/Deputy Clerk/Clerk of Court

My Commission Expires: _____

INSTRUCTION FOR MOTION TO WAIVE FILING & SERVICE OF PROCESS FEE FORM

This form references specific South Dakota Codified Laws (SDCL) and 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 you with legal advice or assist you in completing this form. For specific questions related to the forms, you can also contact the Legal Form Helpline at 1-855-784-0004 email UJS staff at ujssrlhelp@uj.s.sd.us.

Important Notice:

A Motion to Waive Filing Fee & Service of Process Fee is a request to the Court asking that it not charge you the filing fee and to direct the Sheriff not to charge you for service of process. The Motion refers to your Financial Affidavit (Form UJS-023) to explain your financial situation to the Judge to decide whether to waive the fee in your case.

If you do not hear from the Clerk of Court in five business days, you should contact them and inquire whether the Judge signed your Order Waiving Filing Fee and Service of Process Fee. If the Judge did not sign the Order, you have thirty days to pay the filing fee, or your case will be dismissed.

To Complete this form, you will need to:

- Complete the caption of the Motion.
 - County (insert county name).
 - Judicial Circuit (insert circuit number). You may find your judicial circuit number at the following web address.
 - https://uj.s.sd.gov/Circuit_Court/Default.aspx
 - Enter Plaintiff and Defendant name.
 - Case Number will be provided to you by the Clerk of Court at the time of filing if you don't already have one.

- If you agree with the statement in the Motion, sign and date the Motion in the presence of a notary or Clerk of Court.

- File the complete form along with UJS-028 Order Waiving Filing Fee and Service of Process Fee with the Clerk of Court. Remember to retain a copy for your records.

<p>_____</p> <p>Plaintiff</p> <p style="text-align: center;">v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">MOTION TO WAIVE FILING & SERVICE OF PROCESS FEE</p>
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Comes now the Plaintiff/Defendant (*circle one*) named above, and makes this Motion to the Court to waive the following fees for the following reasons (*check one*):

I am the Plaintiff name above and make this Motion pursuant to SDCL 16-2-29.2 and 16-2-29.3 for the purposes of requesting a waiver of the filing fee and service of process fee for the Summons and Complaint.

I am the Defendant named above and make this Motion pursuant to SDCL 16-2-29.2 and 16-2-29.3 for the purposes of requesting a waiver of the filing fee for the Answer/Response to the Summons and Complaint.

I do solemnly swear that I am unable to pay the above-specified fee(s) for the legal proceedings which I am about to commence; and that I verily believe I am justly entitled to the relief sought by such legal proceedings. My Financial Affidavit, which sets forth my entire financial situation, (Form UJS-023) is filed herein and incorporated herein by reference.

WHEREFORE, based upon the foregoing statements and allegations, I respectfully request that the Court enter its Order to Waive Payment of the above-specified fee(s) in this matter, pursuant to SDCL 16-2-29.2. If this Request is denied, I understand that I must pay the above-specified fee(s) to proceed with the case. Furthermore, if I am the Plaintiff, I understand that if the filing fee is not paid within thirty days, my case will be dismissed.

Dated this _____ day of _____, 20____.

Plaintiff/Defendant Signature (*circle one*)

Plaintiff/Defendant Name (*circle one*)

Sworn/affirmed before me this _____ day
of _____, 20____.

Address

Notary/Deputy Clerk/Clerk of Court

City, State, Zip Code

My Commission Expires: _____

Phone Number

INSTRUCTION FOR ORDER ON MOTION TO WAIVE FILING & SERVICE OF PROCESS FEE FORM

This form references specific South Dakota Codified Laws (SDCL) and 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 you with legal advice or assist you in completing this form. For specific questions related to the forms, you can also contact the Legal Form Helpline at 1-855-784-0004 email UJS staff at ujssrlhelp@uj.s.state.sd.us.

Important Notice:

A Motion to Waive Filing Fee & Service of Process Fee is a request to the Court asking that it not charge you the filing fee and to direct the Sheriff not to charge you for service of process. The Motion refers to your Financial Affidavit (Form UJS-023) to explain your financial situation to the Judge to decide whether to waive the fee in your case.

If you do not hear from the Clerk of Court in five business days, you should contact them and inquire whether the Judge signed your Order Waiving Filing Fee and Service of Process Fee. If the Judge did not sign the Order, you have thirty days to pay the filing fee, or your case will be dismissed.

To Complete this form, you will need to:

- Complete the caption of the Motion.
 - County (insert county name).
 - Judicial Circuit (insert circuit number). You may find your judicial circuit number at the following web address.
 - https://uj.s.sd.gov/Circuit_Court/Default.aspx
 - Enter Plaintiff and Defendant name.
 - Case Number will be provided to you by the Clerk of Court at the time of filing if you don't already have one.

- Leave the remainder of the form blank and file the form along with UJS-022 Motion to Waiving Filing Fee and Service of Process Fee with the Clerk of Court. Remember to retain a copy for your records.

COUNTY OF _____

_____ JUDICIAL CIRCUIT

<p>_____</p> <p>Plaintiff</p> <p style="text-align: center;">v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">ORDER ON MOTION TO WAIVE FILING & SERVICE OF PROCESS FEE</p>
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The Plaintiff / Defendant (**check one**) named above having moved the Court to enter an Order to waiver certain fees and the Court having reviewed and considered said motion/application and the party's Financial Affidavit filed herein, based upon the evidence presented, the Court determines that it is hereby:

ORDERED that the **Plaintiff's** payment for the filing fee of the Summons and Complaint in the action herein is:

_____ Waived _____ Not Waived

AND IT IS FURTHER ORDERED that the **Plaintiff's** payment for the Sheriff's fee for service of the Summons and Complaint in the action herein is:

_____ Waived _____ Not Waived

ORDERED that the **Defendant's** payment for filing the Answer/Response to the Complaint in the Action herein is:

_____ Waived _____ Not Waived

Dated this _____ day of _____, 20_____ .

ATTEST:

BY THE COURT:

Clerk of Court

Circuit Court Judge

BY: _____
Deputy Clerk

(SEAL)

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. 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@ujss.state.sd.us.

IMPORTANT NOTICES:

The Stipulation and Settlement Agreement is an agreement made between the Plaintiff and the Defendant on the dissolution of their divorce case. 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:

- Read each page in detail.
- 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.
- Pages 1 and 2 – Read and fill in the lines provided.
- 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.
- 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.
- 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.
- 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.
- 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.

**INSTRUCTIONS AND FORM FOR STIPULATION AND
SETTLEMENT AGREEMENT WITHOUT MINOR CHILDREN**

- Page 7 Number 6 – Provides for the parties to 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.
- Pages 7 and 8 Number 7 Sections A through C – Request the distribution of real property such as houses, land, and buildings.
- Page 9 Number 8 Sections A and B – List investment and retirement account information, if any, and the division of each.
- Page 10 Number 9 – Include life insurance information, if any, and the division of such.
- Pages 10 and 11 Number 10 – Mark if either party is currently a member of the military.
- Page 12 Number 11 – Select whether alimony is appropriate and if so, enter the amount and payment details.
- Page 12 Number 12 – Enter income tax return agreement.
- 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.
- Page 13 number 14 – Provide any other agreement the Plaintiff and Defendant have agreed upon if not listed previously.
- Page 13 number 15 – Select if either party is awarded attorney fees.
- Each page must be initialed by each party.
- Each party will need to sign and date in front of a notary or Clerk of Court.

STATE OF SOUTH DAKOTA)
)
) :SS
COUNTY OF _____)

IN CIRCUIT COURT

JUDICIAL CIRCUIT

<p>_____ Plaintiff</p> <p>v.</p> <p>_____ Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">STIPULATION AND SETTLEMENT AGREEMENT (WITHOUT MINOR CHILDREN)</p>
-----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

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

Plaintiff's Initials

Defendant's Initials

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 _____.

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 herein specified, each of the parties is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other. Each of the parties releases the other from any and all liabilities, debts and/or obligations of any kind or character incurred by the other from and after the date of this Agreement and from any and all claims and demands. It being expressly understood and, agreed this Agreement is intended to settle the rights of the parties in all respects, except as hereinafter provided.
- 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 one so acquiring the same, and each of said parties hereby respectfully grants to the other all such other and future acquisitions of property as the sole property of the one so 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 execution of this Agreement. Any expenses incurred in this process shall be mutually agreed upon and split equally between the parties.

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 entry of the Judgment and Decree of Divorce, 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, encompassing checking and/or savings accounts. Each party shall maintain exclusive ownership of the cash balance in their individual accounts, unencumbered by 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 foregoing 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:

- | | |
|---------|---------|
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |

- C. Unless otherwise provided for herein, each of the parties shall be solely responsible for any debts they incur from the date of execution of 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. Except as otherwise expressly provided, it is further agreed that any and all unpaid debts not otherwise addressed in this document, incurred by the parties during their marriage shall be the responsibility of the person who incurred it. Each party shall indemnify and hold harmless the other therefrom.
- E. Unless otherwise provided herein, each of the parties promise, at all times, to keep the other party free, harmless and indemnified from any and all debts, charges or liabilities previously contracted or incurred by said party individually, and to be hereafter contracted or incurred by said party individually. Each shall immediately apply for formal transfer or assumption of the debts each assumes under this Agreement with the creditors involved so the non-responsible party is released from liability by the creditors. However, neither party can guarantee that the creditors involved will approve a release from liability. If a creditor denies a release presently, the parties agree to renew their applications for formal transfer or assumption in the future at reasonable intervals.

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 therefrom 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 (circle 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.

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 (circle 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

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. During the pendency of sale of the home, **Plaintiff / Defendant / Not Applicable (circle one)** shall have exclusive possession of the marital home if they do not commit waste thereto. Commencing _____, 20____, the parties agree that **Plaintiff / Defendant / Not Applicable (circle 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 (circle one)** shall claim the real estate taxes on their 20____ income tax return and **Plaintiff / Defendant (circle 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:

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

10. **Military Benefits (If one of the parties is a military member) (check one)**

Plaintiff / Defendant (circle 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.

OR

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

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.

OR

No permanent, general, rehabilitative or restitutional alimony 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.

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 and 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. Commencing 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*)

Plaintiff / Defendant (circle one), presently known as _____ DOB _____, 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

Plaintiff / Defendant (circle 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.

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 instruments as may be deemed 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 an Affidavit 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.

C. Each party covenants and warrants 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 and 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.

(SIGNATURE PAGE TO FOLLOW)

Dated this _____ day of _____, 20_____.

Plaintiff Signature

Plaintiff Printed Name

Sworn/affirmed before me this _____ day
of _____, 20_____.

Plaintiff Address

Notary/Deputy Clerk/Clerk of Court

City, State, Zip Code

My Commission Expires:_____

Phone Number

Dated this _____ day of _____, 20_____.

Defendant Signature

Defendant Printed Name

Sworn/affirmed before me this _____ day
of _____, 20_____.

Defendant Address

Notary/Deputy Clerk/Clerk of Court

City, State, Zip Code

My Commission Expires:_____

Phone Number

Plaintiff's Initials

Defendant's Initials

INSTRUCTIONS FOR AFFIDAVIT OF PLAINTIFF AND DEFENDANT AS TO JURISDICTION AND REASON FOR DIVORCE AND FORM

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@uj.s.state.sd.us.

IMPORTANT NOTICE:

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

To complete this form, you will need to:

- Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, Plaintiff and Defendant's names.
 - The Clerk will provide you a case number at the time of filing.
 - Your judicial circuit can be found here:
 - https://uj.s.sd.gov/Circuit_Court/Default.aspx
- Plaintiff and Defendant will need to sign and date in front of a notary or Clerk of Court.
- Once signed it will need to be filed with the Clerk of Court.
- If the Defendant refuses to sign this form, the Plaintiff should still file this Affidavit with only their signature.

<p>_____</p> <p>Plaintiff</p> <p style="text-align: center;">v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">AFFIDAVIT OF PLAINTIFF & DEFENDANT AS TO JURISDICTION AND GROUNDS FOR DIVORCE</p>
---------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

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 Affidavit 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 bona fide 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 Affidavit 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 Affidavit.
6. Both parties authorize the immediate presentation of the Stipulation and Settlement Agreement (without Minor Children), this Affidavit 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.

Dated this _____ day of _____, 20____.

Plaintiff Signature

Plaintiff Name

Sworn/affirmed before me this _____ day
of _____, 20____.

Plaintiff Address

Notary/Deputy Clerk/Clerk of Court

City, State, Zip Code

My Commission Expires:_____

Phone Number

Dated this _____ day of _____, 20____.

Defendant Signature

Defendant Name

Sworn/affirmed before me this _____ day
of _____, 20____.

Defendant Address

Notary/Deputy Clerk/Clerk of Court

City, State, Zip Code

My Commission Expires:_____

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@uj.s.state.sd.us.

IMPORTANT NOTICES

- 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.
- 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:

- 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.
- In the first paragraph enter the day the Defendant was served with the Summons and Complaint, and the date and location of the marriage.
- Provide the Clerk of Court the proposed Judgment and Decree of Divorce (UJS-326B). The Clerk of Court will give to the Judge to grant or deny.
- If the Judge signs the proposed Judgment and Decree of Divorce (UJS-326B), a Notice of Entry will need to be completed and filed with the Clerk of Court.
 - 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.
- Certified copies of the Judgment and Decree of Divorce (UJS-326B) along with a copy of the Notice of Entry will need to be provided to both parties and an Affidavit 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.
 - The Affidavit of Mailing form can be obtained by the Clerk of Court.
- 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-326B) along with a copy of the Notice of Entry will need to be provided to both parties and an Affidavit 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.
 - The Affidavit of Mailing form can be obtained from the Clerk of Court.

<p>_____</p> <p>Plaintiff</p> <p>v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">JUDGMENT AND DECREE OF DIVORCE (STIPULATION AND AGREEMENT WITHOUT MINOR CHILDREN)</p>
-----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

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 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 of _____, 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 Judgement and Decree of Divorce on the grounds of irreconcilable differences and the parties hereto are restored to the status of single persons.
2. That the Stipulation and Agreement (without Minor Children) on file between the parties is hereby approved and by this reference made a part hereof merged and incorporated herein.

3. Plaintiff / Defendant (**check one**), currently known as _____ born as _____ shall be restored to their former name of _____; therefore, they shall be known hereafter as _____.

4. All the other terms and conditions specifically set forth in the Stipulation and Agreement (without Minor Children) as hereby approved and incorporated herein by reference as though fully set forth in extenso.

Dated this _____ day of _____, 20__.

Circuit Court Judge

Attest:

Clerk of Court

Deputy Clerk
(Seal)

INSTRUCTIONS FOR JOINT MOTION AND ORDER FOR DISMISSAL FORM

Please note that court staff cannot provide you with legal advice or assist you in completing these forms. The use of these forms does not guarantee you will be successful in court. It is highly encouraged that you speak with an attorney if you are needing assistance. For specific questions on the forms, you may contact the legal form helpline at 1-855-784-0004 or email UJS staff at ujssrlhelp@ajs.state.sd.us. Additionally, for more information on South Dakota laws, you can also visit the South Dakota Legislature website.

Important Notice:

In the event the parties resolve their differences prior to the entry of the Judgment and Decree of Divorce and want to stop the divorce proceeding, they may request the Court for an Order dismissing the divorce action, without prejudice.

To complete this form, you will need to:

- Complete the caption by filling in the name of the county you are filing in, the judicial circuit number, Plaintiff and Defendant's names.
- Provide your reasoning for the request to dismiss the action on the line provided.
- Both parties must sign and date the Motion in front of a notary or Clerk of Court.
- Leave the Order section on page two blank as the Judge will date and sign the Order.
- File the original with the Clerk of Court. Retain a copy for your records.
- Once the Judge has ruled on your motion you will be provided with two certified copies. One is for you and the other is for your spouse.

<p>_____</p> <p>Plaintiff</p> <p>v.</p> <p>_____</p> <p>Defendant</p>	<p>Case No.: _____</p> <p style="text-align: center;">JOINT MOTION AND ORDER FOR DISMISSAL</p>
-----------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

COMES NOW, the above-named Plaintiff and Defendant and respectfully requests this Court for an Order dismissing this action without prejudice based on the following reason(s):

Dated this _____ day of _____, 20____.

Sworn/affirmed before me this _____ day
of _____, 20____.

Notary/Deputy Clerk/Clerk of Court

My Commission Expires:_____

Plaintiff Signature

Plaintiff Name

Dated this _____ day of _____, 20____.

Sworn/affirmed before me this _____ day
of _____, 20____.

Notary/Deputy Clerk/Clerk of Court

My Commission Expires:_____

Defendant Signature

Defendant Name

ORDER

This matter having come before the Court by the parties Joint Motion for Dismissal, this action is hereby DISMISSED without prejudice.

Dated this ____ day of _____, 20____.

Circuit Court Judge

ATTEST:

Clerk of Court

Deputy Clerk
(SEAL)