

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Family Division
Domestic Relations Branch

Jane Sue Doe
12343 Main Street So.
Washington, DC 99999
999-999-9999

Plaintiff

v.

Civil Action No. _____

John Bob Doe
88943 Second Avenue No.
Washington, DC 99999
203-222-2222

Defendant

COMPLAINT FOR ABSOLUTE DIVORCE

(Six months Voluntary Separation)

Comes now the Plaintiff, Jane Sue Doe, and respectfully represents to this honorable court as follows:

(1) That the jurisdiction of the Court is based on Title 11, Section 1101 (1) of the District of Columbia Code (1981 Ed.).

(2) That Plaintiff is an adult citizen of the United States and is a bona-fide resident of the District of Columbia and has been for more than six (6) months immediately preceding the filing of the Complaint for Absolute Divorce.

(3) That the Defendant is an adult citizen of the United States and a resident of the District of Columbia.

(4) That on November 5, 1981 the Plaintiff and the Defendant were lawfully married in Las Vegas, Clark County, Nevada.

(5) That there are no unmarried children under the age of eighteen years born to or adopted by the parties and none are expected.

(6) That Plaintiff and Defendant herein, lived and cohabited together as husband and wife until July 1, 2004 when they mutually and voluntarily agreed to live separate and apart without cohabitation. The parties have mutually and voluntarily continued to live separate and apart without interruption or cohabitation beginning with the date afore stated, and said separation has continued through the present time.

(7) That since the separation of the parties, the Plaintiff has resided at 12343 Main Street So. Madison, Arkansas 99999 and the Defendant has resided at 88943 Second Avenue No. La Ville, Arkansas 99999.

(8) That there is no hope of reconciliation.

(9) **Agreement. This proceeding is uncontested.** The Plaintiff and Defendant have voluntarily entered into a verified Marital Settlement Agreement dated the ____ day of _____, 20____, a copy of which is attached and incorporated herein by this reference the same as if fully set forth at length. The parties' agreement provides for the settlement of all of the issues relating to their marriage, including the division of all of their property, the disposition of all of their debts, and obligations, the need for alimony, maintenance or spousal support, and they are satisfied with those provision as evidenced by their signatures thereto. Each party certifies that the Marital Settlement Agreement was signed without duress, force or collusion as evidenced by their signatures thereto and further that the parties have agreed to the incorporation and merger of said Marital Settlement Agreement into any Final Judgment Decree of Divorce entered in this cause.

(10) That the **wife's maiden name is Jane Doe Thomas** and that she desires to resume using her maiden name and that such use will not constitute a fraud on any person.

WHEREFORE, the premises considered, the Plaintiff prays:

(1) The Plaintiff be awarded an **Absolute Divorce** on the grounds that the parties have mutually

and voluntarily lived separate and apart without cohabitation for a period of six (6) months preceding commencement of this action.

(2) That the Marital Settlement Agreement attached as Exhibit "A" be approved, incorporated, merged into and made a part of a Judgment of Absolute Divorce, and made subject to the order of this court ordering the parties to comply with all items and conditions of the Marital Settlement Agreement, but that the Marital Settlement Agreement survive.

(3) **That the Wife's former name of Jane Doe Thomas be restored to her.**

(4) For such other and further relief as to the court may deem just and proper.

Date: _____ 20 ____.

Jane Sue Doe
12343 Main Street So.
Madison
Arkansas 99999
999-999-9999
Plaintiff Pro Se

SAMPLE

VERIFICATION

DISTRICT OF COLUMBIA, SS

I, Jane Sue Doe, being first duly sworn on oath depose and say that I have read the foregoing Complaint, by me subscribed, and that the contents thereof are true to the best of my knowledge, information and belief.

Date: _____ 20 ____.

Jane Sue Doe

SUBSCRIBED AND SWORN to before me on this the _____ day of _____, 20____

NOTARY PUBLIC

My Commission Expires:_____.

SAMPLE

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Family Division
Domestic Relations Branch

Jane Sue Doe
12343 Main Street So.
Madison, Arkansas 99999
999-999-9999

Plaintiff

v.

Civil Action No. _____

John Bob Doe
88943 Second Avenue No.
La Ville, Arkansas 99999

Defendant

AFFIDAVIT OF SERVICE

Comes now the Plaintiff, Jane Sue Doe, and states the following to be true and accurate:

(1) That I, Jane Sue Doe, am pro se counsel in the Complaint for Divorce.

(2) A Complaint and Summons were issued in the above captioned matter on the ____ day of _____, 20__.

(3) Service on the Defendant was sent by certified, prepaid postage mail/return receipt requested and posted on the ____ day of _____, 20__.

(4) Service was made on the ____ day of _____, 20__ at the home of the Defendant. The signature on the return receipt is that of _____ who is the Defendant's _____. See receipt for certified mail.

Date: _____ 20__.

Plaintiff Pro Se, Jane Sue Doe
999-999-9999

VERIFICATION

DISTRICT OF COLUMBIA, SS:

I, Jane Sue Doe, being first duly sworn on oath depose and say that I have read the foregoing Complaint, by me subscribed, and that the contents thereof are true to the best of my knowledge, information and belief.

Date: _____ 20____. _____
Jane Sue Doe

SUBSCRIBED AND SWORN to before me on this the _____ day of _____, 20____

My Commission Expires: _____
NOTARY PUBLIC

SAMPLE

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Family Division
Domestic Relations Branch

Jane Sue Doe
12343 Main Street So.
Madison, Arkansas 99999
999-999-9999

Plaintiff

v.

Civil Action No. _____

John Bob Doe
88943 Second Avenue No.
La Ville, Arkansas 99999

Defendant

**JUDGMENT OF ABSOLUTE DIVORCE
FINDINGS OF FACT, CONCLUSIONS OF LAW**

This cause came for hearing on the Complaint for Absolute Divorce filed by the Plaintiff herein; upon service thereof on Defendant; that on the basis of the present hearing, the testimony presented and the witnesses adduced therein, the Plaintiff appeared pro se, the Defendant was duly served process and failed to appear being wholly in default; the Court hereby enters the following findings of fact conclusions of law and order.

FINDINGS OF FACT

(1) The Plaintiff is and has been a bona fide resident of the District of Columbia for more than six (6) months next preceding the filing of the Complaint herein.

(2) On November 5, 1981 the Plaintiff and the Defendant were lawfully married in , and that there are no unmarried children under the age of eighteen years born to or adopted by the parties and none are expected.

(3) That Plaintiff and Defendant herein, lived and cohabited together as husband and wife until on or about July 1, 2004 when they mutually and voluntarily agreed to live separate and apart without cohabitation. The parties have mutually and voluntarily continued to live separate and apart without

interruption or cohabitation beginning with the date afore stated, and said separation has continued through the present time, that since the separation of the parties, the Plaintiff has resided at 12343 Main Street So., Madison, Arkansas 99999 and the Defendant has resided at 88943 Second Avenue No., La Ville, Arkansas 99999.

(4) **Agreement. This proceeding is uncontested.** The Plaintiff and Defendant have voluntarily entered into a verified Marital Settlement Agreement, dated the ____ day of _____, 20____, a copy of which is filed herein as Exhibit "A" and incorporated herein by this reference the same as if fully set forth at length. The parties' agreement provides for the settlement of all of the issues relating to their marriage, including the division of all of their property, the disposition of all of their debts, and obligations, the need for alimony, maintenance or spousal support, and they are satisfied with those provision as evidenced by their signatures thereto. Each party certifies that the Marital Settlement Agreement was signed without duress, force or collusion as evidenced by their signatures thereto and further that the parties have agreed to the incorporation and merger of said Marital Settlement Agreement into this Final Judgment Decree of Divorce.

(5) That there is no hope of reconciliation.

(6) That the plaintiff and defendant voluntarily separated on or about July 1, 2004 and that the plaintiff is therefore now entitled to an absolute divorce from the defendant on the ground of voluntary separation for more than six months without cohabitation.

(7) That the Wife is now entitled to the full use and restoration of her former name.

WHEREFORE, the premises considered, it is this the ____ day of _____, 20____,

ADJUDGED, ORDERED AND DECREED:

(1) That the Plaintiff be and is hereby granted an absolute divorce from the bonds of matrimony from the Defendant, on the ground of voluntary separation for more than six months without

cohabitation next preceding the commencement of this action.

(2) That the former name of the wife, Jane Doe Thomas, be restored to her.

IT IS FURTHER ORDERED

Agreement. That all of the terms and provisions of the Marital Settlement Agreement between the parties and dated the ____ day of _____, 20____, filed in this cause as Exhibit "A" are hereby approved and incorporated, merged into, and made part of this court's order, by this reference the same as if fully set forth at length and the parties are ordered to comply with all the terms and conditions of said Marital Settlement Agreement, but that it shall survive this order;

Property. That the party's property and obligations shall be distributed and apportioned according to the terms and conditions of said Marital Settlement Agreement; That each party is awarded the personal effects presently in his or her possession on the date of rendition of this judgment for divorce as his or her separate property free and clear of any claims, rights or interest whatsoever of the other party;

That each party assume and pay in full all debts and obligations solely in his or her name;

That the party awarded a debt shall indemnify and hold harmless the other party from any failure to discharge such debt;

That each party hold the other harmless as to recourse of the creditors on their respective liabilities and debts of which the other was unaware at the time of filing of the Petition;

That each party herein execute and deliver to the other party such deeds, titles or other instruments of conveyance necessary to transfer and convey the property of the parties as set forth and ordered herein within five (5) days hereafter, and if not so executed and delivered, this Decree shall have the full force and effect of said conveyance;

That the judgment herein shall not be effective until the expiration of the time allowed for the taking of an appeal, or until the final disposition of any appeal, if taken.

COPIES TO:

Jane Sue Doe

12343 Main Street So.
Madison, Arkansas 99999

Plaintiff

John Bob Doe

88943 Second Avenue No.
La Ville, Arkansas 99999

Defendant

SAMPLE

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Family Division
Domestic Relations Branch

Jane Sue Doe
12343 Main Street So.
Madison, Arkansas 99999
999-999-9999

Plaintiff

v.

Civil Action No. _____

John Bob Doe
88943 Second Avenue No.
La Ville, Arkansas 99999

Defendant

ANSWER

Comes now the defendant, John Bob Doe, appearing pro se, and answers as follows:

(1) Defendant answers all of the allegations of all of the paragraphs of the Complaint filed herein.

John Bob Doe
Pro Se
88943 Second Avenue No.
La Ville, Arkansas 99999
Phone: 333-098-0000

Then appeared before me John Bob Doe who affirmed to me that the foregoing was true to the best of Defendant's knowledge and belief and subscribed before me this the _____ day of _____, 20____.

Notary Public

CERTIFICATE OF SERVICE

I certify that a copy of this Answer was served upon the Plaintiff by mailing it to Jane Sue Doe at 12343 Main Street So. Madison, Arkansas 99999 postage prepaid, this the _____ day of _____, 20____.

John Bob Doe
Pro Se

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Family Division

Domestic Relations Branch

Jane Sue Doe

12343 Main Street So.
Madison, Arkansas 99999
999-999-9999

Plaintiff

v.

Civil Action No. _____

John Bob Doe

88943 Second Avenue No.
La Ville, Arkansas 99999

Defendant

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 20____, between Jane Sue Doe, residing at 12343 Main Street So.; Madison, Arkansas 99999 and John Bob Doe who resides at 88943 Second Avenue No.; La Ville, Arkansas 99999

WHEREAS we were married to each other at on November 5, 1981 and lived as husband and wife until such time as we separated on July 1, 2004; and

WHEREAS a permanent breakdown of the marriage has arisen between us; and

WHEREAS we now intend, by this agreement, to make a final and complete settlement of all of our rights and obligations concerning spousal support, division of property and debts; and

WHEREAS the parties hereby warrant and declare under penalty of perjury that the assets and liabilities divided in this agreement constitute all their marital assets and liabilities, and further that in the event that the division of their assets and debts is unequal, the parties do hereby declare that they knowingly and intelligently waive an equal division of their marital estate; and

WHEREAS in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree to the following:

I. THE PARTIES AGREE to live free from any control, restraint or interference, direct or indirect by the other party, and in all respects to live as if he or she were sole and unmarried.

II. DIVISION OF PROPERTY: We agree to divide the property of our marital estate as follows:

1. Jane Sue Doe Transfers to John Bob Doe as sole and separate property, and Jane Sue Doe is divested of all right, title, and interest in and to the following property:

_____ **House.** A house described by street address as _____ and legally described as; _____ together with all prepaid insurance. The house has a lien against it payable to _____ in the amount of _____ with loan number _____, with a value of _____.

_____ **Personal Property.**

Escrow Funds. All escrow funds held by for payment of insurance and taxes, on the real property described above.

Household Furniture, etc. All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the control of John Bob Doe.

Clothing, etc. All clothing, jewelry, and other personal effects in the possession of or subject to the control of John Bob Doe.

Cash. All cash in the possession of or subject to the sole control of John Bob Doe.

Checking Accounts. All checking accounts at all banks or other financial institutions which stand in the sole name of John Bob Doe or from which John Bob Doe has the sole right to withdraw funds.

Credit Union Accounts. All credit union accounts at all credit unions which stand in the sole name of John Bob Doe or from which John Bob Doe has the sole right to withdraw funds:

Certificates of Deposit. All certificates of deposit at all banks or other financial institutions which stand in the sole name of John Bob Doe or from which John Bob Doe has the sole right to withdraw funds.

Vehicle. The vehicle described as a with vehicle identification number valued at \$ including all prepaid insurance, keys, and title documents. The property has a lien against it payable to on loan number with a balance of \$ _____.

Life Insurance. All policies of life insurance insuring the life of John Bob Doe.

Employment Benefits. All sums and all rights related to any profit sharing plan, retirement plan, pension plan, or like benefit program existing by reason of John Bob Doe's past, present, or future employment and not otherwise awarded to Jane Sue Doe in this decree.

2. John Bob Doe Transfers to Jane Sue Doe's sole and separate property and John Bob Doe is divested of all right, title, and interest in and to the following property:

House. A house described by street address as and legally described as; together with all prepaid insurance. The house has a lien against it payable to in the amount of with loan number , with a value of .

Personal Property:

Escrow Funds. All escrow funds held by for payment of insurance and taxes, on the real property described above.

Household Furniture, etc. All household furniture, furnishings, fixtures, goods, appliances, and equipment in the possession of or subject to the sole control of Jane Sue Doe.

Clothing, etc. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Jane Sue Doe.

Cash. All cash in the possession of or subject to the sole control of Jane Sue Doe.

Checking Accounts. All checking accounts at all banks or other financial institutions which stand in Jane Sue Doe's sole name or from which Jane Sue Doe has the sole right to withdraw funds.

Credit Union Accounts. All credit union accounts at all credit unions which stand in the sole name of Jane Sue Doe or from which Jane Sue Doe has the sole right to withdraw funds:

Certificates of Deposit. All certificates of deposit at all banks or other financial institutions which stand in the sole name of Jane Sue Doe or from which Jane Sue Doe has the sole right to withdraw funds.

Vehicle. The vehicle described as a with vehicle identification number together with all prepaid insurance, keys, and title documents valued at \$. The property has a lien against it payable to with loan number , with a balance of \$.

Life Insurance. All policies of life insurance insuring the life of Jane Sue Doe.

Employment Benefits. All sums and all rights related to any profit sharing plan, retirement plan, pension plan, or like benefit program existing by reason of Jane Sue Doe's past, present, or future employment and not otherwise awarded to John Bob Doe in this decree.

DEBTS TO BE PAID BY Jane Sue Doe

Jane Sue Doe shall pay, as a part of the division of the estate of the parties, the following and shall indemnify and hold John Bob Doe and John Bob Doe's property harmless from any failure to so discharge these items:

_____ **House.** One promissory note payable to the order of _____ with loan number _____. The note is secured by a lien against the house located at the street address of _____ and is legally described as: _____.

Vehicle. One promissory note payable to the order of _____ loan number _____. The note is secured by a lien against vehicle described as a _____ with vehicle identification number _____. A lien is recorded by financing statement in the proper office in the county and state.

Accounts. All amounts owing as of the date of this agreement on the following accounts:

Company	Account #	Balance
1.		
2.		
3.		

Any and all debts, charges, liabilities, and other obligations incurred solely by Jane Sue Doe from and after July 1, 2004 unless express provision is made in this agreement to the contrary.

All debt associated with any property awarded to Jane Sue Doe.

DEBTS TO BE PAID BY John Bob Doe:

John Bob Doe shall pay, as a part of the division of the estate of the parties, the following and shall indemnify and hold Jane Sue Doe and Jane Sue Doe's property harmless from any failure to so discharge these items:

_____ **House.** One promissory note payable to the order of _____ loan number _____ with a balance of \$ _____. The note is secured by a lien against the house located at the street address of _____ and is legally described as: _____ valued at \$ _____.

Vehicle. One promissory note payable to the order of _____ with loan number _____. The note is secured by a lien against vehicle described as a _____ with vehicle identification number _____ and valued at _____. A lien is recorded by financing statement in the proper office in the county and state

Accounts. All amounts owing as of the date of this agreement on the following accounts:

Company	Account #	Balance
1.		
2.		

3.

Any and all debts, charges, liabilities, and other obligations incurred solely by John Bob Doe from and after July 1, 2004 unless express provision is made in this agreement to the contrary.

All debt associated with any property awarded to John Bob Doe.

III. NOTICE

Each party shall send to the other party, within three days of its receipt, a copy of any correspondence from creditor or taxing authority concerning any potential liability of the other party.

IV. ALIMONY - MAINTENANCE:

Both parties agree to waive any rights or claims that either may now have or in the future to receive alimony, maintenance, or spousal support from each other. Both parties understand the full import of this provision.

V. NECESSARY DOCUMENTS:

THE PARTIES AGREE TO EXECUTE AND DELIVER TO the other party any documents that may be reasonably required to accomplish the intention of the instrument and shall do all other necessary things to this end.

VI. AGREEMENT DESIGNED TO FACILITATE A DIVORCE OR DISSOLUTION OF THE PARTIES' MARRIAGE:

This Agreement is entered into with the express intent to facilitate encourage, aid, and in any other manner lead to a divorce and or dissolution of the marriage between the parties hereto.

VII. SUBSEQUENT DISSOLUTION OF MARRIAGE:

Respondent/Defendant herein, acknowledges receipt of a copy of the documents to be filed herein with this agreement of the parties attached as Exhibit "A", and states that he/she has read and understands the same. It is agreed that this Agreement shall be offered into evidence by either party in any dissolution of marriage proceeding, and if acceptable to the Court, this Agreement shall be incorporated by reference in any Final Judgment that may be rendered, and the parties shall be ordered to comply with all its provisions, and all warranties and remedies provided in this agreement shall be preserved. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in but shall survive the Final Judgement and be binding on the parties for all times.

VIII. REPRESENTATION:

The parties represent to each other:

(a) Each had the right to independent counsel. Each party fully understands their legal rights and each is signing this Agreement freely and voluntarily, intending to be bound by it.

(b) Each has made a full disclosure to the other of his or her current financial condition.

©) Each understands and agrees that this Agreement is intended to be the full and entire contract of the parties.

(d) Each agrees that this Agreement and each provision of it is expressly made binding upon the heirs, assigns, executors, administrators, successors in interest and representatives of each party.

IX. WAIVER OF BREACH:

No waiver of any breach by any party of the terms of this Agreement shall be deemed a waiver of any subsequent breach.

X. ENFORCEMENT OF THE AGREEMENT:

Both parties agree that the Court granting the divorce, at the request of either party, insert in the Final Judgment a reservation of jurisdiction for the purpose of compelling either party to perform this Agreement, or any part thereof. The prevailing party shall be entitled to attorney's fees in connection with such proceeding.

XI. GOVERNING LAW:

This Agreement shall be interpreted and governed by the laws of the District of Columbia.

XII. WAIVER OF SERVICE OF PROCESS AND FILING AN ANSWER:

Respondent/Defendant herein, acknowledges receipt of a copy of the documents to be filed herein, and states that he/she has read and understands the same, hereby waives the issuance, service, and return of process upon him/her in this action enters a voluntary appearance in this cause, waiving all time and right to plead, answer or appear in this action, and consents that the same may be set down for trial and heard by the court at any time hereafter without notice to, and in the absence of, this Respondent/Defendant.

XIII. WAIVER OF EMPLOYEE AND/OR MILITARY RETAINER OR RETIREMENT BENEFITS:

Both parties agree to waive any rights, interests, or claims, that either may now have or in the future to receive employee and/or military retainer or retirement benefits resulting from the past, present or future employment and/or service of the other party in the Armed Forces of the United States. Both parties understand the full import of this provision.

XIV. CHANGE OF NAME:

The parties agree that the Wife may have her name changed or restored to **Jane Doe Thomas.**

SIGNED ON THIS THE ____ day of _____, 20____.

John Bob Doe, Respondent/Defendant

STATE OF Arkansas §
COUNTY OF Madison §ss.

Before me, the undersigned, a Notary Public, on this ____ day of _____, 20__, personally appeared the above named Respondent/Defendant to me known to be the identical person who executed the above and foregoing Marital Settlement Agreement and personally acknowledged to me that he/she read, understood and signed the same; and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal the day and date heretofore stated.

My commission expires:

Notary Public

SIGNED ON THIS THE ____ day of _____, 20__.

Jane Sue Doe, Petitioner/Plaintiff

STATE OF Arkansas
COUNTY OF Madison

§
§ss.

SAMPLE

Before me, the undersigned, a Notary Public on this ____ day of _____, 20__, personally appeared the above named Petitioner/Plaintiff to me known to be the identical person who executed the above and foregoing Marital Settlement Agreement and personally acknowledged to me that he/she read, understood and signed the same; and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal the day and date heretofore stated.

My commission expires:

Notary Public

D.C. AGREED DIVORCE: PROCEDURAL INFORMATION

Your paperwork consists of the following documents:

Complaint for Absolute Divorce: tells the court what you want - a divorce

Affidavit of Service: "proof" that your spouse was duly served with divorce papers

Answer: signed by spouse as 'proof' that they are in agreement with the Complaint

MSA (Marital Settlement Agreement) sets out the terms of your divorce: i.e. property/debt division, child custody, care, support and visitation.

Schedule of Visitation: details the standard terms for visitation with minor children by the non-custodial parent to be effective if the parents cannot agree as to visitation. Only if you have children.

Judgment grants your divorce

D.C. has its own administrative information forms that will be provided to you by the clerk when you file:
(Vital Statistics Form, Summons, Praecipe)

STEP 1: FILING FOR DIVORCE

Sign the Complaint in the presence of a notary public (every bank has a notary)
Make 3 copies of the signed Complaint.

File (mail or take) the original + 2 copies of the Complaint with the Court Clerk, D.C. Superior Court, 500 Indiana Ave., N.W. Room 4320, paying the \$80 filing fee when you file the Complaint. (the Clerk will keep the original and return the 2 file stamped copies to you (1 for each spouse).

Tell the Clerk you need a Summons, Vital Statistics Form, and Praecipe for Uncontested Divorce.

STEP 2: SERVICE

***You have only 20 days from the date you filed the Complaint to send the papers to your spouse.**

Attach the Service copy of the Summons to your spouse's filed copy of the Complaint and the Answer. Send the papers to your soon to be ex spouse via certified mail with return receipt requested.

Affidavit of Service: After you get the 'green card' back in the mail showing that the divorce papers you sent certified mail to your spouse has been signed for by someone at the address, complete the Affidavit for service using the information from the green card receipt to get the date the card was signed and the name of the person signing the card. **IF** someone other than your spouse signed the green receipt card, fill in the blank after the person's name on the Affidavit telling the court who signed for the papers. For example, the Defendant's mother, brother, roommate, boss etc.

STEP 3. Your spouse has 20 days after they are served in which to file the Answer to your Complaint for Divorce. Your spouse will sign the Answer, file the answer with the clerk, and mail you a copy of the answer by certified mail just as you mailed the Complaint to your spouse.

*If your spouse does not file an answer, you may proceed by default by asking the Clerk to enter a default for you because your spouse did not file an answer.

HEARING. The court will set a hearing date as soon as the court's calendar permits and notify you by mail when and where to appear. Take your judgment and a copy of your marriage certificate to the hearing for the judge to sign.