



## UNCONTESTED DIVORCE INTAKE PACKET - HOW IT WORKS -

- 1. Fill it out:** Provide the information requested in the intake packet.  
*Skip pages 10 through 15 if you do not have children*
  
- 2. Send it to me:** Return the completed intake packet to my office via any of the following methods (whichever you prefer is fine by me, although email is probably best):
  - ★ email: [GWL@LinnenbringerLaw.com](mailto:GWL@LinnenbringerLaw.com)
  - ★ fax: (314) 238-1250
  - ★ hand-delivery or mail: Linnenbringer Law  
10805 Sunset Office Drive, Suite 300  
Sunset Hills, MO 63127
  
- 3. Price Quote:** After your intake packet is reviewed, I will get back to you with a price quote for your uncontested divorce. If that price quote is acceptable, and you decide to proceed, you will make payment to initiate the case.
  - ★ Nearly all forms of payment are accepted, including check, money order, cash, debit, or credit. Payments made with credit or debit cards can be completed online (through a secure payment link that I will email upon request), over the phone, or in person. Please do not mail cash or money orders.
  
- 4. Work Begins:** Once payment has been made, I immediately get to work. Within a few days, you will have drafts of your uncontested divorce paperwork to review.
  
- 5. Revisions:** Drafts of the paperwork are sent out to you for you and your spouse to review. You will provide a list of requested changes, additions, corrections, etc. Those revisions are made immediately, and new drafts are sent out for your review. Once we have drafts that are acceptable to both you and your spouse, we proceed to signing and filing. Signings can be done in my office (by appointment only), or remotely, with easy-to-follow signing instructions.
  
- 6. Wrapping Up:** Once the case is filed, a mandatory 30-day waiting period begins. On the first possible day following the waiting period, I submit the case to the Judge. Once he or she signs off, the case is final and the divorce is complete. Confirmation that the case is final is e-mailed and/or mailed out to the parties.



**Linnenbringer Law**  
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**Client Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

Would you like your spouse included  
on emailed correspondence?

YES

## I. Party Information

|  | YOU | YOUR SPOUSE |
|--|-----|-------------|
| Full name (w/ middle name)   |     |             |
| Current Address:   |     |             |
| Date of Birth:   |     |             |
| Last 4 digits of Social Security Number:   |     |             |
| State born in:   |     |             |
| Highest degree in school:  |     |             |
| Number of previous marriages:  |     |             |
| Currently employed (Yes/No)?   |     |             |
| Approximate monthly gross income:  |     |             |
| Maiden name (if applicable):   |     |             |
| If restoring a former or maiden name, please write the full name that is to be restored: |     |             |

## II. Marriage Information

Date of the Marriage: \_\_\_\_\_

City and state (or foreign country) the marriage took place in: \_\_\_\_\_

County (*not* country) the marriage registered in: \_\_\_\_\_

Date of Separation: \_\_\_\_\_

**III. Spousal Support (Maintenance / Alimony):** Maintenance, or alimony / spousal support, is regular, monthly payments made by one ex-spouse to another ex-spouse.

**Will maintenance be paid by either party (yes/no)?** \_\_\_\_\_

**If NO, move on to Section IV.**

**If YES, please answer:**

1. Which party will pay maintenance / spousal support? \_\_\_\_\_
2. What amount of monthly maintenance will be paid? \_\_\_\_\_

The next question has to do with how long the maintenance obligation will last. Boiled down to the most basic forms, the options are: (A) indefinite; (B) for a period of time (please define period of time); or (C) until a certain event occurs. Further explanations:

- i. Modifiable / Indefinite** - the maintenance obligation stays in effect, at the monthly rate agreed-upon in the divorce, until a party brings a successful Motion to Modify that maintenance obligation.
- ii. Non-Modifiable / Set Time Frame (or Terminating Event)** - the maintenance obligation stays in effect, at the monthly rate agreed-upon, until it terminates at a set date in the future (and/or upon a terminating event occurring) (e.g., "Wife shall pay to Husband a monthly maintenance payment of \$500, starting the first day of the first month following entry of judgment of dissolution of marriage, and terminating on December 31, 2025, or upon re-marriage of Husband (the party receiving maintenance), whichever occurs first.")

3. How long will the maintenance obligation last? \_\_\_\_\_

4. Will there be any terminating events for this obligation (in other words, are there events that, if they occur, will automatically terminate the maintenance obligation? Common terminating events include re-marriage of the spouse who is receiving maintenance, death of either party, or involuntary job loss for a specific period of time)?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. Property and Debts.** In order to create a quality Marital Settlement Agreement (the document that outlines how property and debt is distributed between the parties), I will need some information regarding your assets and liabilities.



As potential clients fill out the uncontested divorce intake packet, the most common question I receive is some variation of this: "My spouse and I already have an agreement on everything, do I have to list out all of my property" or, maybe something like, "My spouse and I do not have anything together. I am taking everything in my name, and he is taking everything in his name. Do we have to list all of this stuff?"

It is important to remember that in an uncontested divorce there is no discovery being done. The attorney will not be filing motions to uncover accounts, hidden assets, or determining the values of the property you provide. So, for the most part, I will have no idea what is, or is not, included in your rundown of property and debt. **If you ask me whether or not a certain asset or liability should be, or needs to be, included in the rundown of your property and debt, the answer will always be yes.**

The reason why I can only provide the "attorney answer" of "yes, everything should be included" is due to liability. There can be instances, after the divorce is final, where a third-party may request to see your Marital Settlement Agreement. This is done in order to verify that a former spouse has relinquished his or her rights in a certain asset. If, for example, you and your spouse agree to each take your own retirement accounts. Because you two have this agreement in place, and each account is in the sole name of the party who is taking the account, respectively, you figure that it's not worth the five minutes it would take to list out those assets. Twenty years later, one of those parties applies to start receiving their pension, an asset which the client chose not to list in the intake packet. Before paying out, the plan administrator asks to see the Marital Settlement Agreement to ensure that your ex-spouse has forfeited and released his or her rights to the retirement plan. If that information is in the settlement, then you're all set. If not, you may have additional leg work to do in order to fix the problem.

Now, in all honesty, these occurrences are pretty rare. However, the possibility does exist that omitting certain assets or debts will cause you issues in the future. Again though, with the limited scope provided in an uncontested divorce, I will have no idea what assets and/or debts have not been included. That being so -

**The risk of omission falls to the parties.**

**1. Real Estate (homes, condos, land, timeshares, etc):** Real estate is very important to address in a divorce. Failure to address real estate can cause problems when a party attempts to sell in the future, as the title company will likely want proof that an ex-spouse has forfeited his or her marital rights in a piece of real property. For all pieces of real estate, owned by either party, please provide the following details:

- i. List addresses of any real estate owned by both parties, or either party, as well as the agreed-upon fair market value of each:

| <i>Address</i>                                | <i>Agreed-Upon Value</i> |
|---|--------------------------|
|   |                          |
|   |                          |
| <i>Attach additional page(s) if necessary</i> |                          |

- ii. Please provide how each piece of the above-listed real estate is titled:  
*(e.g., Husband/Wife together; or just Husband; or just Wife)*

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- iii. Who will be awarded the real estate in the divorce (or, if the property is to be sold, indicate that is the case)?

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- iv. For each piece of real estate, please provide the details for any mortgages, home equity loans, or other liabilities secured by the real estate:

| <i>Mortgage Lender</i> | <i>Approx. Balance</i> | <i>Who is a named borrower?</i><br><i>(e.g., H/W together; just Husband; just Wife)</i> |
|------------------------|------------------------|---|
|                        |                        |   |
|                        |                        |   |
|                        |                        |   |

- v. For each *jointly-titled* mortgage please provide the timeframe in which refinance of the liability will be required in order to remove the non-taking party's name from the debt:

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- vi. Cash Buyout? If the party receiving any of the above-listed real estate is going to pay a cash buyout to the party relinquishing their rights to the property, please provide the amount of the cash buyout and the timeframe for which it will be paid:

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**2. Vehicles (automobiles, boats, RVs, planes, motorcycles, etc.):** For each party's motor vehicles, please provide the year, make, and model of each, as well as how each vehicle is titled. Please also provide the fair market value of each vehicle, as well as details pertaining to any debt currently secured by the vehicle.

**i. Vehicles to be awarded to you:**

| <i>Year / Make / Model</i> | <i>Agreed-Upon Value</i> | <i>Loan Balance and Lender</i> |
|----------------------------|--------------------------|--------------------------------|
|                            |                          |                                |
|                            |                          |                                |
|                            |                          |                                |
|                            |                          |                                |

**ii. Vehicles awarded to your spouse:**

| <i>Year / Make / Model</i> | <i>Agreed-Upon Value</i> | <i>Loan Balance and Lender</i> |
|----------------------------|--------------------------|--------------------------------|
|                            |                          |                                |
|                            |                          |                                |
|                            |                          |                                |
|                            |                          |                                |

**3. Bank Accounts:** Please provide a list of any bank accounts that need to be addressed in the settlement agreement, as well as the type of account (e.g., checking, savings, etc), and the last four digits of the account.

**i. Joint Bank Accounts.** If there are any *joint* bank accounts, please list them here (with the bank name, account type, and the last four digits of the account). For joint accounts, please also provide who will take each account (or, if to be closed, state such).

| <i>Bank / Credit Union / etc</i> | <i>Account Type</i> | <i>Last 4 Digits of Account</i> | <i>Who takes account (or "to be closed", if applicable)</i> |
|----------------------------------|---------------------|---------------------------------|---|
|                                  |                     |                                 |   |
|                                  |                     |                                 |   |
|                                  |                     |                                 |   |
|                                  |                     |                                 |   |









**V. The Children.** If you are getting a divorce in Missouri, and you have a child, or children, under the age of 18 (or the age of 21, if the child is attending secondary school, making passing grades, and meeting the other statutory requirements found in RSMo §452.340), you will need to address those children in a Parenting Plan. In this section, you will be asked to provide the information necessary for the Parenting Plan to be created.

**1. Children Details:** For each child, please provide the following:

i. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

ii. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

iii. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

iv. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

v. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

vi. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

vii. Full name: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
What State the child resides in: \_\_\_\_\_

## 2. Child Custody:

- i. Who will be the residential parent (the parent whose address will be used for the child's school district, and for mailing purposes)? \_\_\_\_\_



Please remember, being designated the residential parent does not give that parent more rights, nor is the residential parent considered more important, or a better parent, or anything else. It simply means that the parent's address will be used for school and mailing purposes. I will occasionally have a client tell me that they want to be the "primary parent", or that they want "primary physical custody." This terminology is not used in Missouri. In Missouri, for physical custody, we have, basically, joint physical custody, or sole physical custody with visitation (or supervised visitation, but that is exceedingly rare in an uncontested divorce case, and would require a discussion between attorney and client before proceeding).

For legal custody (the authority to participate in the decision-making surrounding the child), we have joint legal custody and sole legal custody. The presumption in Missouri is that joint legal custody is in the best interests of the child(ren). That being the case, if you and your spouse wish to rebut this presumption, and have one parent be granted sole legal custody (the sole authority to make decisions regarding the child), we will need to spell out in the Parenting Plan, why, exactly, one of the parties cannot be involved in the decision making process for the child. If you and your spouse wish for one parent to be granted sole legal custody, it's fine, but we'll need to have a discussion about it, so we can determine the best way to explain the choice in the Parenting Plan.

- ii. Exchange / Visitation Schedule. Every Parenting Plan requires that a visitation schedule be included, and that the schedule outlines which parent takes custody of the child(ren), and when. The Parenting Plan will break the schedule down into 2-week increments, which continually repeat. Here is an example of an equal-custody exchange schedule:

|        | DAY OF WEEK | EXCHANGES FOR DAY   |
|--------|-------------|---|
| Week 1 | Sunday      | Father picks children up from Mother's residence at 6:30 PM.                      |
|        | Monday      | - Father has custody -  |
|        | Tuesday     | - Father has custody -  |
|        | Wednesday   | Mother picks children up from school (or, if no school, from daycare) at 4:30 PM. |
|        | Thursday    | - Mother has custody -  |
|        | Friday      | Father picks children up from school (or, if no school, from daycare) at 4:30 PM. |
|        | Saturday    | - Father has custody -  |
| Week 2 | Sunday      | Mother picks children up from Father's residence at 6:30 PM.                      |
|        | Monday      | - Mother has custody -  |
|        | Tuesday     | - Mother has custody -  |
|        | Wednesday   | Father picks children up from school (or, if no school, from daycare) at 4:30 PM. |
|        | Thursday    | - Father has custody -  |
|        | Friday      | Mother picks children up from school (or, if no school, from daycare) at 4:30 PM. |
|        | Saturday    | - Mother has custody -  |

**On the next page, please provide the visitation schedule you and your spouse have agreed to.**

## Your Exchange Schedule

|               | DAY OF WEEK | EXCHANGES FOR DAY |
|---------------|-------------|-------------------|
| <b>Week 1</b> | Sunday      |                   |
|               | Monday      |                   |
|               | Tuesday     |                   |
|               | Wednesday   |                   |
|               | Thursday    |                   |
|               | Friday      |                   |
|               | Saturday    |                   |
| <b>Week 2</b> | Sunday      |                   |
|               | Monday      |                   |
|               | Tuesday     |                   |
|               | Wednesday   |                   |
|               | Thursday    |                   |
|               | Friday      |                   |
|               | Saturday    |                   |



Clients often tell me that they don't need an exchange schedule because they, with their spouse, figure out the visitation / exchange schedule on the fly, as they go. I usually tell them that if the parents are able to work with an ever-changing, flexible schedule, that's great. However, in order to successfully move their case through the court, I will need some sort of concrete exchange schedule, in writing (and in the format laid out above). Now, no third-party is monitoring the situation after the divorce in order to see if the parties are following the schedule, but, that being said, the schedule in the Parenting Plan will be the only court-enforceable exchange schedule the parties will have, so, even if you do not intend on following the visitation outlined above, it should be a plan that both parties can live with, in the event of a dispute that causes an ongoing, flexible schedule, to no longer be workable.

**3. Child Support:**

- i. Which parent (if either) will be paying child support? \_\_\_\_\_
  
- ii. How much child support will be paid (this can be an amount determined between you and your spouse (if so, please provide that amount), or the state-determined Form 14 Child Support Calculation amount)? \_\_\_\_\_

iii. If child support is being paid, how will the payments be made (options below)?

- a. Direct payments from spouse paying support
- b. Wage withholding (taken directly from pay)
- c. Payment through Family Support Division

iv. Which parent (if either) will be required to provide health insurance coverage for the child(ren), and what is the monthly cost of that coverage?

*Parent Providing Coverage*

*Monthly cost*

\_\_\_\_\_

v. Which parent (if either) will be required to provide dental insurance coverage for the child(ren), and what is the monthly cost of that coverage?

*Parent Providing Coverage*

*Monthly cost*

\_\_\_\_\_

vi. Which parent (if either) will be required to provide vision insurance coverage for the child(ren), and what is the monthly cost of that coverage?

*Parent Providing Coverage*

*Monthly cost*

\_\_\_\_\_

vi. Are there work-related childcare / daycare expenses? If so, how much is that monthly expense, on average, and how are those expenses paid/distributed between the parties?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

vii. Who will claim the child(ren) as dependents for income tax purposes (some examples would be: Mother every year; or Father every year; or Alternate each year; or Mother claims Child A, and Father claims Child B; etc.)?

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viii. If you would like college expenses addressed in the Parenting Plan, please indicate what percentage of those college expenses (includes tuition, room, board) each parent will be under court-order to pay:

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ix. Please list out (if any) expenses that you would like to split *outside* of the child support payment (for example, each party could be responsible for 50% of orthodontic care, or, another example, Father could be responsible for 60% of the child's dance class cost, and Mother the remaining 40%, etc.):

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x. Please provide any additional details / agreements pertaining to child support, if any, that you and your spouse have agreed to (for example, the parties could agree to make deposits into a Missouri 529 College Savings Plan; or, another example, a provision that requires each party to pay one-half of the child's cell phone bill, or auto insurance, etc.):

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