

FILED

MAR 21 2022

Bowen Greenwood
Clerk of Supreme Court
State of Montana

PARK COUNTY CLERK
OF DISTRICT COURT
MONTANA

FILED

03/21/2022

Bowen Greenwood
CLERK OF THE SUPREME COURT
STATE OF MONTANA

Case Number: PR 22-0001

HON. BRENDA R. GILBERT
District Judge
Sixth Judicial District
414 East Callender Street
Livingston, Montana 59047
406-222-4130

2022 MAR 15 PM 3 02

BY

FILED

DEPUTY

PR 22-0001

MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

IN RE THE MARRIAGE OF:

Cause No. DR 20-17

CYNTHIA J. LITTLE,

Petitioner,

and

ROBERT L. LITTLE,

Respondent.

ORDER REFERRING MOTION TO
DISQUALIFY JUDGE TO THE
MONTANA SUPREME COURT

The Petitioner filed the following documents in this case on March 11, 2022:

1. Response to Motion for Contempt by Respondent to Postpone Hearing, to hire attorney.
2. Affidavit of Cynthia J. Little:(Answer) Response to Motion to post-pone.
3. Motion Revocate Dismiss Judge VOID All ORDERS- lost jurisdiction as a Trespasser of the laws.
4. Affidavit of Cynthia J. Little.
5. The Court held a final hearing in this case on September 16, 2021 and entered its Findings of Fact, Conclusions of Law, and Final Decree of Dissolution of Marriage on October 25, 2021.

GOOD CAUSE EXISTS FOR ENTRY OF THE FOLLOWING ORDER:

1 A. The documents filed by the Petitioner on March 11, 2022 cause this Court to refer
2 this matter to the Montana Supreme Court.

3 B. The Clerk of District Court shall forward the documents filed by Petitioner on
4 March 11, 2022 listed in paragraphs 1 through 4 above to the Clerk of the Montana
5 Supreme Court along with the Court's Findings of Fact, Conclusions of Law and
6 Final Decree of Dissolution of Marriage issued October 25, 2021, and a copy of this
7 Order.
8

9 C. Proceedings herein are stayed pending the Supreme Court's review.

10 DATED THIS 15th day of March, 2022.
11

12 
13 _____
BREND A. R. GILBERT, District Judge

14 cc: Cynthia J. Little mailed
15 3/16 Robert L. Little mailed
22 Clerk of District Court -- copy given
16 RL Clerk of the Montana Supreme Court mailed
17
18
19
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Answer

80
Cynthia Little
(your name)
PO Box 1553
(your street address)
Livingston MT 59047
(city, state, zip code)
406-224-1488
(your phone number)

PARK COUNTY CLERK
OF DISTRICT COURT
MOLLY BRADBERRY

2022 MAR 11 PM 4 40

FILED
BY Molly Bradberry
DEPUTY

MONTANA 6th JUDICIAL DISTRICT COURT,
(number of district in which your county is located)
Park COUNTY
(name of your county)

) Your Case No. DR-2025-17
Cynthia Little
)

Plaintiff,)

) RESPONSE TO MOTION FOR Contempt by Respondent &
vs.) Judge -

) to Postpone Hearing to hire attorney
Robert L. Little (name of opposing party's Motion)
)
Defendant.)

I, Cynthia Little oppose the Motion for postponement
(verbal) (print your full name) (name of opposing party's Motion)

filed by Robert L. Little for the following reasons: The Respondent
(name of opposing party who filed the Motion)
is and has been guilty of Contempt
for the laws and all orders that
have been put in place.

The Respondent is guilty of Contempt
and Domestic Violence Abuse
and economic neglect. Judge
Gilbert has and continues to
show Contempt for the laws, courts,
and judicial and ethical standards.

~~of Conduct - facts of both ethical & judicial~~
~~misconduct. We filed formal Complaint with~~
I would like a hearing before the Court on this Response. (Explain why you want a hearing in your Affidavit).
To Rectify situation to end suffering judicial
I have filed the following documents along with this Motion: to hold R.O. Standards
My Affidavit in support of this Response. pondant to Committee.
A proposed Order for the Court's signature.
My Affidavit of Service, which indicates how I served copies of these documents on the opposing party.
Other: _____

Dated this 11 day of March, 2022
(date) (month) (year)

Cynthia J. Little
(your signature)

Cynthia J Little
(print your name)

Response to Motion for _____ Page 1
Approved by Montana Supreme Court Commission on Self-Represented Litigants, 05/18/05

Service by U.S. mail
To Respondent:

Robert L. Little
219 So. 12th
Livingston, MT
59047

8/ Cynthia J. Little
PO Box 1553
Livingston, MT 59047
406-224-1488

(Answer)
Response to
Motion to post-
pone

2022 MAR 11 PM 4 40

FILED
BY Molly Bradley
DEPUTY

MONTANA SIXTH JUDICIAL DISTRICT COURT,
PARK COUNTY

Your Case No. PR-2020-17
Cynthia J. Little

Plaintiff,
AFFIDAVIT
vs.

Robert L. Little
Defendant.

I, Cynthia J. Little, do swear (or affirm) under oath that:
Cynthia J. Little
(print your name)

The District Judge has shown
her Contempt in this Case, to
provide protection by enforcing
the laws that ensure a fair
due process of the laws and
Court process, including the
insurance the laws, when en-

forced, to ensure + provide justice.

According to the laws and the District Judges accountability to the Judicial Standards of Conduct Committee, she is guilty of violating several of the Petitioner's Rights and the case file gives evidence to several instances of both ethical and judicial misconduct giving grounds for dismissal and judgments "VOID" under Federal and Illinois, Case laws

DATED this 17th day of March 2022 of judges refusal to enforce laws or hold Respondent to account.

Cynthia J. Little
(Your signature)

State of Montana
County of Park

Therefore a trespasser of the laws of justice system.

SIGNED AND SWORN (OR AFFIRMED) to before me on
March 11, 2022
by Cynthia J. Little

Served by U.S. mail
To Respondent:
Robert J. Little
219 So. 12th
Livingston, MT 59047

Molly Brackley
Notary Public for the State of MT
Printed name of notary Molly Brackley

Title or rank: Clerk
Residing at Livingston MT
My Commission Expires: 10/1/23

82

motion

PARK COUNTY CLERK
OF DISTRICT COURT
MOLLY BRADBERRY

NAME: Cynthia J. Little
MAILING ADDRESS: PO Box 1553
Livingston, MT 59047
(City/State/Zip Code)
PHONE NUMBER: 406-224-1488

2022 MAR 11 PM 4 41

FILED
BY Molly Bradberry
DEPUTY

MONTANA 6th JUDICIAL DISTRICT COURT, PARK COUNTY

<u>Cynthia J. Little</u> Petitioner/Plaintiff, and <u>Robert Lewis Little</u> Respondent/Defendant.	Cause No.: <u>DR-2020-17</u> MOTION <u>Revoke</u> <u>Dismiss Judge VOID</u> <small>(Describe what you want the Court to do)</small> <u>All ORDERS - lost jurisdiction as a trespasser of the laws.</u>
---------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

I, Cynthia J. Little, the ☒ Petitioner/Plaintiff or
☐ Respondent/Defendant above-named respectfully request that the Court enter an Order that

does the following: holds both the Respondant and District Judge, Administor of Justice System, to account for their Contempt for the laws etc.

I am requesting this Order because District Judge is guilty of several ethical and judicial misconduct according to the Judicial Standards Committee in which she is held to account, I have filed a formal Complaint,

Motion for Dismissal - Trespasser of the law Page 1
[Rev. November 2013] guilty - All orders, judgments & rulings void held in contempt to default

for her Contempt in enforcing laws
and holding Respondent to account to (file attachment if necessary)

I am filing the following documents along with this Motion:

☒ My Affidavit in support of this Motion;

☒ A proposed Order for the Court's signature and self-addressed, stamped

envelopes for all parties;

☐ Other: _____

If a RESPONSE is filed in opposition to this Motion, I will file a Request for Contested Hearing. If no Response is filed, I will file a Request for an Uncontested Hearing.

Dated this 11th day of March, 2022.
(date) (month) (year)

Cynthia J. Little
YOUR SIGNATURE

Certificate of Service

I herby certify that true and correct copies of the foregoing Motion, any referenced Affidavit, and other documents indicated above filed as attachments to this Motion were served upon the opposing party(ies) on the 11 day of March, 2022 by the method and at the address as indicated below:

Robert J. Little
Name
219 So. 12th
Address
Livingston, MT 59047
City/State/Zip Code

☒ U.S. mail, first class postage prepaid

☐ Hand Delivery

DATED this 11 day of March, 2022.

Cynthia J. Little
YOUR SIGNATURE

83

NAME: Cynthia J. Little
MAILING ADDRESS: Po Box 1553
Livingston, mt 59047
(Street or P. O. Box)
(City/State/Zip Code)
PHONE NUMBER: 406-224-1488

PARK COUNTY CLERK
OF DISTRICT COURT
MOLLY GRADBERRY

2022 MAR 11 PM 4 42

FILED
BY Molly Gradberry
DEPUTY

MONTANA 6th JUDICIAL DISTRICT COURT, PARK COUNTY

<u>Cynthia J. Little</u> Petitioner/Plaintiff, and <u>Robert L. Little</u> Respondent/Defendant.	Cause No.: <u>DR-2020-17</u> <u>AFFIDAVIT</u>
------------------------------------------------------------------------------------------------------------------	------------------------------------------------------

I, Cynthia J. Little, hereby state as follows:
(PRINT your name)
I have suffered at my estranged
husbands hands, and
continue to be victimized
while depending on the judicial
system to prevent and protect
my Human, Civil and Judicial
Rights for Justice Judge Gilbert
has refused to enforce the
laws in which to hold the Res-
pondent to account for Criminal

intentions and/or the economic
suffering and damages thereof.
I have filed a Complaint
in holding the District Judge
to account for her ethical
and judicial misconduct and
under the federal and state of Illinois
Case Law, District Judge Hilbert
is guilty of trespassing laws & ask she

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE

STATE OF MONTANA THAT ALL STATEMENTS AND INFORMATION

CONTAINED IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

be
held
to account.
& orders
VOID.

DATED this 11th day of March, 2022
(day) (month) (year)

Cynthia J. Little
YOUR SIGNATURE

Cynthia J Little
PRINT YOUR NAME

Served by U.S mail
To: Respondent
Robert L. Little
219 So. 12th
Livingston, MT
59047

HON. BRENDA R. GILBERT
District Judge
Sixth Judicial District
414 East Callender Street
Livingston, Montana 59047
406-222-4130

MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY

IN RE THE MARRIAGE OF

CYNTHIA J. LITTLE,

Petitioner,

and

ROBERT L. LITTLE,

Respondent.

CAUSE NO. DC -2020-17

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND FINAL DECREE OF
DISSOLUTION OF MARRIAGE**

The Court held a final hearing in this case on September 16, 2021. The Petitioner, Cynthia J. Little, was personally present as a self-represented litigant. The Respondent, Robert L. Little, was also personally present as a self-represented litigant.

Each of the parties was sworn and testified. From the testimony and evidence presented, good cause exists for entry of the following Findings of Fact, Conclusions of Law, and Final Decree of Dissolution of Marriage.

FINDINGS OF FACT

1. The Petitioner is Cynthia J. Little, (hereinafter referred to as "Cynthia") who resides in Park County, Montana.

2. The Respondent is Robert J. Little, (hereinafter referred to as "Robert") who resides in Park County, Montana.

1 3. The parties were married on August 12, 2014, in Coeur d'Alene, Idaho and
2 separated in January of 2019.

3 4. Cynthia filed her Petition for Dissolution of Marriage on January 30, 2020. At that
4 time, Cynthia was 55 years of age and the Robert was 54 years of age.

5 5. No children were born of the parties' marriage.

6 6. The parties' marriage is irretrievably broken and there is no prospect of
7 reconciliation.

8 7. Cynthia filed a Motion for Temporary Maintenance in which she alleged that the
9 Robert earns from 8 to 10 thousand dollars per month. Cynthia requested in her Motion that the
10 Court award temporary maintenance in the amount of \$4,500 per month.

11 8. Robert's Answer to the Petition stated that he could pay \$1,500 per month to
12 Cynthia as maintenance.

13 9. Cynthia's Disclosure of Income and Expenses filed February 16, 2021 states that
14 she has monthly expenses of \$1,374 and credit card obligations for which she pays \$400 per
15 month.

16 10. Cynthia testified that she receives Medicaid. The Court does not have information
17 regarding whether Robert has medical coverage of any sort.

18 11. The Court scheduled a hearing regarding the Motion for Temporary Maintenance.
19 Before the hearing started, the parties reached a stipulation regarding temporary maintenance in
20 which they agreed that Robert would pay Cynthia \$2,500 per month as temporary maintenance.
21 The Court entered an Order providing for this.

1 12. Robert filed a Motion to Modify the temporary maintenance order on April 13,
2 2020. Robert alleged that he injured his back, that he had lost a lucrative job at Alberton, and that
3 he had no working vehicle.

4 13. The Court set the Motion to Modify for hearing on June 16, 2020. At the time of
5 the hearing, the parties appeared before the Court and stated that they wished to attend mediation
6 in lieu of the hearing going forward.

7 14. In December of 2020, Cynthia filed a Motion for Contempt regarding Robert's
8 temporary maintenance obligation. The Court held a hearing on January 5, 2021, which addressed
9 both Robert's request to lower the maintenance obligation and Cynthia's Motion for Contempt.
10

11 15. At the hearing, Robert testified that in November and December of 2019, he was
12 doing logging work in Alberton and was making a lot of income. He has a back injury and was
13 doing some spot work from March to July of 2020 to let his back heal. At the time of the hearing,
14 the Respondent testified he was working for Beartooth Builders and earning \$30 per hour. He
15 testified that he sometimes worked a full week and sometimes did not.
16

17 16. At the January 5, 2021 hearing, Cynthia testified that she is able to work. She
18 testified that she has a Bachelor's Degree in Family Sciences and that she wants to become a
19 counselor. Cynthia then testified that she was filing for disability because she was in a car
20 accident in 1999 and broke both of her legs and her pelvis.
21

22 17. At the time of the January 5, 2021 hearing, the Court determined that Robert had a
23 \$12,000 maintenance arrearage as of the end of December of 2020. The Court lowered the
24 maintenance obligation to \$1,000 per month, effective January of 2021. The Court further ordered
25 Robert to pay \$500 per month toward the maintenance arrearage.
26
27
28

1 18. When the parties got together, Cynthia thought Robert was divorced, but later
2 learned that he was still married. Robert did divorce his former spouse. He and his ex-wife had to
3 sell their home and Robert received \$5,000 from the sale.

4
5 19. At the time of the parties' marriage, Cynthia testified that she had \$25,000. Cynthia
6 testified that she had the \$25,000 saved when the parties got married and that she used this money
7 to help Robert to get on his feet, to fix up the home he had with his ex-wife prior to it being sold,
8 and on things for Robert's children. Cynthia also testified that her savings were used to start
9 Robert's construction business.

10 20. Cynthia also owned, prior to the marriage, the modular home that she and Robert
11 lived in during their marriage and in which Cynthia continues to reside since the parties separated.
12 At the time of the marriage, Cynthia testified that she owed \$14,000 to \$16,000 on her modular
13 home. She still owes \$14,000 on the modular home now.

14
15 21. Cynthia testified that she is disabled from employment due to an automobile
16 accident in which she was involved in October of 1999. Cynthia testified that she has applied for
17 Social Security disability, but has not completed that process. At the January 5, 2021 hearing,
18 Cynthia testified that she is capable of working. At the final hearing, the Court inquired about the
19 source of Cynthia's \$25,000 in savings that she had at the time of the parties' marriage. Cynthia
20 testified that it was from working, cleaning, and from helping her Mom.

21
22 22. On August 4, 2021 Cynthia filed a Motion for Contempt and a supporting Affidavit.
23 The Affidavit includes an attached letter of April 26, 2021 from Myler Disability. The letter is
24 Re: "Favorable Decision" and goes on to state, "Congratulations! We're glad to have assisted
25 you in getting disability benefits. At this time, your claim has been assigned to the Approved
26 Claims department who specializes in the approval process." The letter states that Cynthia will
27
28

1 generally receive two different types of benefit checks, the first being a monthly benefit and the
2 second being a lump-sum for back benefits.

3 23. At the final hearing, when asked by the Court, Cynthia testified that she had not
4 received any disability benefits yet. The Court has no information regarding what the amount of
5 Cynthia's disability payments will be, when received.
6

7 24. Cynthia testified that she believes Robert has not been honest regarding his income
8 during the course of these proceedings. She testified that she believes Robert has taken full
9 advantage of the Court not holding him accountable.
10

11 25. Cynthia testified that Robert's normal pay scale is \$45 to \$50 per hour. She
12 believes that he is now working for \$30 per hour for 40 hours per week.

13 26. Cynthia testified that Robert was controlling of her during the marriage and did not
14 allow her any money to use for the household. She testified that he used her bank account when
15 they first got together as a means of avoiding payments to his ex-wife from their dissolution.
16

17 27. Cynthia testified about her concern regarding there being unpaid income tax
18 liabilities from Robert's income during the marriage that she should not be responsible for paying.

19 28. The parties purchased a Jeep during the marriage, which is in Cynthia's possession.
20 There is an obligation secured by the Jeep, which Cynthia represents has a balance of \$20,000.
21 She also represents that the Jeep has a value of \$20,000. (Petitioner's Proposed Property
22 Distribution)
23

24 29. Cynthia stated that she had a part in starting a business with Robert which has
25 involved him doing construction. The Court has no tax return, business valuation, or other
26 evidence regarding such a construction business. The testimony from Robert, which the Court
27 finds credible, indicates that, at least in recent years, Robert worked as an employee in Alberton
28

1 doing logging, and that he worked for Beartooth Builders as an employee for which he received a
2 W-2 for \$24,180 in wages in 2020. (Affidavit of Petitioner filed 8/4/21, Exhibit "A")

3 30. Cynthia made reference to agreements that she and Robert made previously, but the
4 parties have never signed a filed a property settlement agreement.

5 31. Robert testified that his monthly income has been from \$3,500 to \$4,000 per month,
6 after taxes. He testified that his earnings have been pretty constant. This is the most credible
7 information the Court has about Robert's income.

8 32. Robert testified that he owes federal income taxes of \$11,000 and that he owes
9 \$20,000 for taxes as of January of 2019.

10 33. Robert testified that Cynthia closed the bank account at the time of the parties'
11 separation and took \$10,000 from the account. He testified that Cynthia received all of the
12 stimulus checks related to COVID-19. At the time of the separation, Robert was homeless.

13 34. Robert testified that in January of 2020, he sold the Duramax truck and the \$3,100
14 sale proceeds were given to Cynthia to use to pay bills.

15 35. Robert testified that, at this time, he does not even have a vehicle. He testified that
16 his truck is not running and that he is driving a truck that belongs to his boss.

17 36. Robert owned his carpentry tools of the trade when he and Cynthia got married. He
18 testified that he acquired a few tools during the marriage. The Court finds that Robert needs his
19 tools in order to earn income and meet his obligations imposed hereunder. Cynthia should receive
20 a small number of household tools that she can use to perform simple household repairs.

21 37. Robert testified that he believes it is his financial responsibility to take care of the
22 debts, but the responsibility for the Jeep payment should be Cynthia's.

38. Robert testified that there are items of personal property that remain at Cynthia's home, as follows: fishing poles, his grandfather's pocket watch, an arrowhead collection, and a set of water skis. Robert further testified that there is a Hutch and a table that were his prior to the marriage. There are two chairs that Robert testified Cynthia should keep.

39. Robert testified that he should receive the GMC which is worth about \$1,500 as he owned it prior to the marriage. He testified that Cynthia should receive the Cadillac, that is worth about \$1,000.

40. Both of the parties were in agreement with the Court entering a No Contact Order, precluding the parties from having any contact with each other.

41. Cynthia filed a post-trial Motion to Stay/Pause Final Decision alleging that her rights have been violated. The Court finds that it will behoove both of the parties to have this case concluded and be allowed to go their separate ways.

42. Cynthia filed a post-trial Motion to Recuse/Dismiss/Replace District Judge. This Motion was not accompanied by an Affidavit.

Based upon the foregoing Findings of Fact, the Court now draws the following Conclusions of Law:

CONCLUSIONS OF LAW

A. This Court has jurisdiction regarding the parties and the subject matters raised herein.

B. The marriage of the parties is irretrievably broken, and should be dissolved.

C. The Court has considered the factors set forth in § 40-4-202, MCA in making a division of the parties' property and debts. The Court has considered that the parties' marriage is of short duration, the parties are of similar age, Cynthia has health problems related to injuries she

1 sustained in a car accident about fourteen years before the marriage, and Robert has health issues
2 related to his back. Robert has continued to work, despite his back condition, and he has
3 demonstrated that he has a greater ability to earn income than does Cynthia. The Court may
4 consider all property belonging to either party and the Court has considered Cynthia's modular
5 home, where she continues to reside. The Court concludes that both of the parties contributed to
6 the marriage, Robert with his carpentry income and Cynthia as a homemaker.
7

8 D. The Court concludes that an equitable distribution of the parties' property and debts
9 is provided for in the Conclusions of Law that follow. The Court further concludes that Cynthia is
10 entitled to an award of maintenance in order to sufficiently provide for her financial needs and that
11 Robert is capable of paying maintenance to Cynthia as provided for herein.
12

13 E. The Court has no credible evidence that would support a conclusion that there is a
14 construction business in existence for which Cynthia should receive a property settlement award.
15 Cynthia has testified that she had \$25,000 saved when the parties got married and that she used this
16 money to help Robert to get on his feet, to fix up the home he had with his ex-wife prior to it being
17 sold and on things for Robert's children. She also testified that her savings were used to start
18 Robert's construction business, but the Court has no evidence regarding the existence or value of
19 such a business.
20

21 F. Though the parties may have negotiated terms of a property settlement, they never
22 reached an agreement regarding a property settlement, and the Court, under Montana law, cannot
23 consider what either party offered in their settlement negotiations.
24

25 G. The Court concludes that Robert is not capable of paying maintenance for an
26 indefinite period of time. Moreover, the record reflects that Cynthia is pursuing disability income.
27
28

1 H. Robert should be required to pay maintenance to Cynthia in the amount of \$1,500
2 per month, commencing with the month of November of 2021. The monthly maintenance
3 payments will continue to be paid for a period of five years, with the last payment due in
4 November of 2026. Robert may make the monthly maintenance payments in two equal
5 installments, one due on the first day of the month and the second due on the fifteenth day of the
6 month. In any event, the entire \$1,500 shall be paid on or before the fifteenth of the month.
7

8 I. Cynthia is entitled to be paid all maintenance arrearages owed to her under the
9 temporary maintenance orders entered by the Court, which temporary maintenance terminates as of
10 the end of October of 2021.
11

12 J. The Court has considered the short duration of the parties' marriage and Cynthia's
13 testimony and evidence that disability payments are forthcoming for her. However, the Court
14 would make the same conclusions about maintenance whether or not Cynthia was not to receive
15 disability payments in the future, because, in that event she did not, she would be presumably able
16 to work at some form of employment.
17

18 K. The Court has considered that Cynthia received approximately \$10,000 from the
19 parties' bank account at or near the time of the separation, all of the COVID stimulus checks, and
20 over \$3,000 from Robert from the sale of the Duramax truck.

21 L. The Court concludes that Cynthia should be entitled to sole and exclusive ownership
22 of the modular home. Cynthia will likewise remain solely responsible for the debt secured by the
23 modular home.
24

25 M. With regard to the Jeep Cherokee, from the information provided to the Court, it
26 appears that the Jeep has a value of \$20,000 and that the Jeep is secured by an obligation that has a
27 balance of \$20,000. (Petitioner's Proposed Property Distribution). With regard to this asset,
28

1 Cynthia should have the option of keeping the Jeep Cherokee and being responsible for paying the
2 debt against it. In the alternative, Cynthia may elect to give notice to Robert that she does not wish
3 to keep the Jeep. Such Notice must be in writing and provided to Robert within thirty days from
4 the date of this Decree. If Cynthia gives Notice to Robert that she does not intend to keep the Jeep,
5 then Robert may elect to keep the Jeep and be solely responsible for the debt against it. If Robert
6 does not want to keep the Jeep either, Robert shall sell the Jeep and pay the debt against it with the
7 proceeds. If there is a surplus, Robert will be entitled to retain the surplus funds. If there is a
8 deficit, Robert will be responsible for paying it.
9

10 N. Robert should be awarded his tools. Robert's tools have primarily been acquired by
11 him prior to the parties' marriage. Cynthia should receive a small number of household tools that
12 she can use to perform simply household repairs. Aside from this, Robert should receive any
13 further tools that remain in Cynthia's home.
14

15 O. Robert should be responsible for all income tax obligations owed by the parties'
16 jointly, both federal and state. Robert should indemnify and hold Cynthia harmless from any
17 liability for these tax obligations, inclusive of any penalties and interest they may accrue.
18

19 P. Robert is entitled to receive the following items of personal property that remain at
20 Cynthia's home, as follows: fishing poles, his grandfather's pocket watch, an arrowhead collection,
21 and a set of water skis. Robert is further entitled to receive a Hutch and a table that were his prior
22 to the marriage.
23

24 Q. Robert is entitled to sole and exclusive ownership of the GMC and Cynthia should
25 receive sole and exclusive ownership of the Cadillac.
26

26 R. Robert is entitled to sole and exclusive ownership of his guns.

27 S. Cynthia is entitled to sole and exclusive ownership of the Tempur-Pedic bed.
28

1 T. Except to the extent specifically addressed above, Cynthia is entitled to all
2 remaining personal property situated at her modular home.

3 U. The parties should each be solely responsible for any credit card debts in his or her
4 individual name.

5 V. The parties should each be solely responsible for any medical bills in his or her
6 individual name.

7 W. The parties should each be solely responsible for any other debts and obligations in
8 his or her own individual name.

9 X. Cynthia should be solely responsible for her student loans, which she testified will
10 be abated when she receives disability.

11 Y. Cynthia has presented no proof of the schedule of maintenance payments owed and
12 the payments she alleges Robert has missed. While Cynthia is entitled to receive all temporary
13 maintenance payments that have been ordered by the Court, the Court has insufficient proof to hold
14 Robert in contempt.

15 Z. Both of the parties were in agreement with the Court entering a No Contact Order,
16 precluding the parties from having any contact with each other.

17 AA. Cynthia filed a post-trial Motion to Stay/Pause Final Decision on the basis of her
18 rights having been violated. The Motion is not accompanied by a brief or any legal authority and
19 should be denied.

20 BB. Cynthia filed a post-trial Motion to Recuse/Dismiss/Replace District Judge. This
21 Motion was not accompanied by an Affidavit. The Motion should be denied.

22 Based upon the foregoing Findings of Fact and Conclusions of Law, the Court now enters
23 the following Final Decree:

1 **FINAL DECREE OF DISSOLUTION**

2 **I.**

3 The parties' marriage is hereby dissolved.
4

5 **II.**

6 The parties' property and debts shall be divided as provided for in the Court's Conclusions
7 of Law set forth above, which are fully incorporated within this Decree. Each party is
8 directed to abide by the division of property and debts set forth in the Court's Conclusions
9 of Law. Each party shall sign all necessary documents to accomplish the transfer of
10 ownership and physical delivery of property within sixty days from the date of this Order.
11

12 **III.**

13 Robert shall pay maintenance to Cynthia in the amount of \$1,500 per month, commencing
14 with the month of November of 2021. The monthly maintenance payments will continue to
15 be paid for a period of five years, with the last payment due in November of 2026. Robert
16 may make the monthly maintenance payments in two equal installments, one due on the
17 first day of the month and the second due on the fifteenth day of the month. In any event,
18 the entire \$1,500 shall be paid on or before the fifteenth of the month.
19

20 **IV.**

21 Cynthia is entitled to be paid all maintenance arrearages owed to her under the temporary
22 maintenance orders entered by the Court, which temporary maintenance terminates as of
23 the end of October, 2021.
24

25 **V.**

26 Cynthia's Motion to Stay/Pause Final Decision is denied.
27
28

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VI.

Cynthia's Motion to Recuse/Dismiss/Replace District Judge does not meet basis statutory requirements and is denied.

VII.

The parties shall have no contact with each other in person, by telephone, by electronic means, or by social media. Because neither party has counsel, the Court is creating a limited exception allowing the parties to communicate by text or email for a period of sixty (60) days from the date of this Decree solely for the purpose of accomplishing the exchange of personal property and titles required by the Decree. Any exchange of personal property must occur with a third-party present to keep the peace.

ELECTRONICALLY SIGNED AND DATED BELOW.

CC: Cynthia J. Little
Robert J. Little.