

LITTLE TRAVERSE BAY BAND OF ODAWA INDIANS
TRIBAL COURT

ROSALYNNE MARIE PANGOWISH,
Plaintiff,

Case No. C-141-0212
Hon. Angela Sherigan

vs.

JASON MERLE PANGOWISH,
Defendant.

AMENDMENT TO JUDGMENT OF DIVORCE

At a session of court held in the courthouse in the reservation
boundaries of the Little Traverse Bay Bands of Odawa Indians,
Harbor Springs, Michigan, October 17, 2013.
Present: Honorable Angela Sherigan

THIS CAUSE originally being before the court upon the filing of the complaint by Plaintiff and judgment entered on May 17, 2013, and Defendant filed an answer. Proofs have been presented in court, from which it appears that there has been a breakdown of the marriage relationship to the extent that the objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved. The parties have come to an agreement as to all the issues presented in their divorce, and having appeared in court for an amendment on October 17, 2013, regarding a child born on June 5, 2013 to Rosalynne Pangowish.

The court has subject matter jurisdiction over this proceeding and personal jurisdiction over the parties.

THEREFORE, IT IS HEREBY ORDERED:

That the child born to Rosalynne Maire Pangowish on June 5, 2013, is not the biological child of Jason Merle Pangowish, to whom Rosalynne Pangowish was legally married to at the time of conception.

Jason Merle Pangowish shall not be listed on the certificate of birth for the child born on June 5, 2013 and shall have no legal obligations to the child.

RETENTION OF JURISDICTION

The court specifically retains jurisdiction over this case and the parties for the purpose of assuring compliance with the executory provisions of this judgment and reserves the right to make such other and further orders as necessary to implement them.

WHEN THIS AMENDMENT BECOMES EFFECTIVE

This judgment of divorce is final immediately upon its entry.

RESOLUTION OF LAST PENDING CLAIM

This judgment resolves the last pending claim of either party, and closes the case.

SO ORDERED.

Dated: 10-17-13

L
Hon. Angela Sherigan, Judge Pro-Tem
Little Traverse Bay Bands of Odawa
Indans

File no: C-141-0212

Certification of Service

I certify that a copy of the Amendment to Judgment of Divorce was served upon the following parties:

-By First Class Mail

Defendant

Jason Pangowish
138 Henry St.
WIkWemikong, Ontario, Canada P0P 2J0

-By Personal Service

Plaintiff

Rosalynne Pangowish
3713 Quick Rd.
Harbor Springs, MI 49740

On 10/17/2013 2:10:14 PM

Cynthia Brouckaert, Sr. Court Clerk

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
TRIBAL COURT

ROSALYNNE MARIE PANGOWISH,
Plaintiff,

vs.

Case No. C-141-0212
Hon. Angela Sherigan

JASON MERLE PANGOWISH,
Defendant.

JUDGMENT OF DIVORCE

At a session of court held in the courthouse in the reservation boundaries of the Little Traverse Bay Bands of Odawa Indians, Petoskey, Michigan, on April 5, 2013.
Present: Honorable Angela Sherigan

THIS CAUSE is before the court upon the filing of the complaint by Plaintiff. Defendant filed an answer. Proofs have been presented in court, from which it appears that there has been a breakdown of the marriage relationship to the extent that the objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved. The parties have come to an agreement as to all the issues presented in their divorce. The terms of that agreement are set forth below.

The court has subject matter jurisdiction over this proceeding and personal jurisdiction over the parties.

THEREFORE, IT IS HEREBY ORDERED:

DIVORCE

The marriage between Rosalynn Marie Pangowish, and Jason Merle Pangowish, is dissolved, and a divorce from the bonds of matrimony between the parties is ordered and adjudged.

BAR OF SPOUSAL SUPPORT

Neither party is awarded spousal support, and spousal support is forever barred. Each party acknowledges that, by approving this judgment, he or she acknowledges that each is finally and permanently waiving his or her right to spousal support and his or her right to petition the court for any further spousal support from and after entry of this judgment.

Each party further acknowledges that this agreement to waive spousal support and consent to a permanent bar to spousal support is final, binding, and non-modifiable.

PROPERTY SETTLEMENT

Each party affirms that he or she has fully and accurately disclosed to the other all the assets owned by him or her in which he or she has any interest and that the division of property set forth below is designed to equitably and fairly divide the assets between them. As for division of the personal property between the parties and an assumption of related financial obligation, the following provisions are made:

1. *Personal effects and household goods and furnishings.* Each party will retain the personal effects and belongings and household goods and furnishings in his or her possession.
2. *Motor Vehicles.* The 2004 Ford Expedition shall be scrapped and the proceeds to be given to the Plaintiff. Defendant is responsible for any and all storage fees. This shall be done by June 30, 2013, or Defendant shall pay \$1250.00 U.S.D. to Plaintiff on July 1, 2013.
3. *Bank Accounts.* Each party is awarded any checking or savings accounts, or other tangible personal property in his or her name or possession or held for his or her benefit.
4. *Retirement plans.* No determination of rights is required because each party represents that he or she has no right or contingent right in and to any pension, profit-sharing, or 401(k) plan; individual retirement account; annuity or other retirement benefits, vested or unvested.
5. *Debts.* Each party will pay any debts in his or her name incurred since the date of separation. Each party will assume and pay, and hold the other harmless from any liability on any asset awarded to him or her.

BAR OF DOWER

The property provisions of this judgment supersede dower claims. Both parties are forever barred from any dower interest in any property the other has an interest in, owns, or acquires.

ALIMONY IN GROSS

There will be no alimony in gross awarded to either party.

CUSTODY and CHILD SUPPORT

Three children were born into this union. Two of the children are still minors:

LTBB citizen; and

LTBB citizen.

The parties will share joint legal custody of the minor children. Defendant will have physical custody of said minor children until further order of the court.

No child support is awarded.

Both minor children are LTBB citizens, and therefore the court will retain jurisdiction until the children are 18 years of age or until they graduate from high school, but in no event beyond 19 ½ years of age.

PARENTING TIME

Plaintiff will have the following parenting time with said minor children until further order of the court.

The parties will work together regarding parenting time, with a minimal visitation for the Plaintiff Mother every two weeks. If the parties cannot come to an agreement on parenting time, either party may petition the court for a schedule.

INSURANCE PROVISION

Except as may be provided otherwise in this judgment, any interest which either party may now have, or may previously have had, in any contract or policy of life insurance, endowment, or annuity insurance, whether vested or unvested, disability insurance or similar benefits on the other party, is extinguished. In the future, the parties will hold all such life or other insurance, and other similar items free and clear from all rights and interests which the other party now has, or may previously have had, by virtue of being a beneficiary, contingent beneficiary, or otherwise.

IMPLEMENTING PROVISIONS

Each party will immediately execute and deliver all the necessary documents, conveyances, deeds, bills of sale, assignments, or any other instruments or documents that may be necessary or required by this judgment to be executed. If either party fails, neglects, or refuses to execute and deliver such documents, a certified copy of this judgment of divorce may be filed and recorded with such governmental offices as may have jurisdiction in the premises, and will have the same force and effect as if the document or instrument had been executed, acknowledged, delivered, and recorded. The

parties will be obligated to each other for any costs and reasonable attorney fees incurred or occasioned by their failure to comply with the requirement in this paragraph.

ENFORCEMENT

The parties will perform their respective executory obligations with the utmost good faith. Either party may apply to this court for enforcement of the provisions of this judgment.

RETENTION OF JURISDICTION

The court specifically retains jurisdiction over this case and the parties for the purpose of assuring compliance with the executory provisions of this judgment and reserves the right to make such other and further orders as necessary to implement them.

WHEN THIS JUDGMENT BECOMES FINAL

This judgment of divorce is final immediately upon its entry.

RESOLUTION OF LAST PENDING CLAIM

This judgment resolves the last pending claim of either party, and closes the case.

SO ORDERED.

Dated: 5-17-13

Hon. Angela Sherigan, Judge Pro-Tem
Little Traverse Bay Bands of Odawa Indians

File no: C-141-0212

Certification of Service

I certify that a copy of the Judgment of Divorce was served upon the following parties:

-By First Class Mail

Plaintiff

Rosalynne Pangowish
3713 Quick Rd.
Harbor Springs, MI 49740

Defendant

Jason Pangowish
138 Henry St.
Wikwemikong, Ontario, Canada POP 2J0

On 5/20/2013 8:28:27 AM

Cynthia Brouckaert, Court Clerk