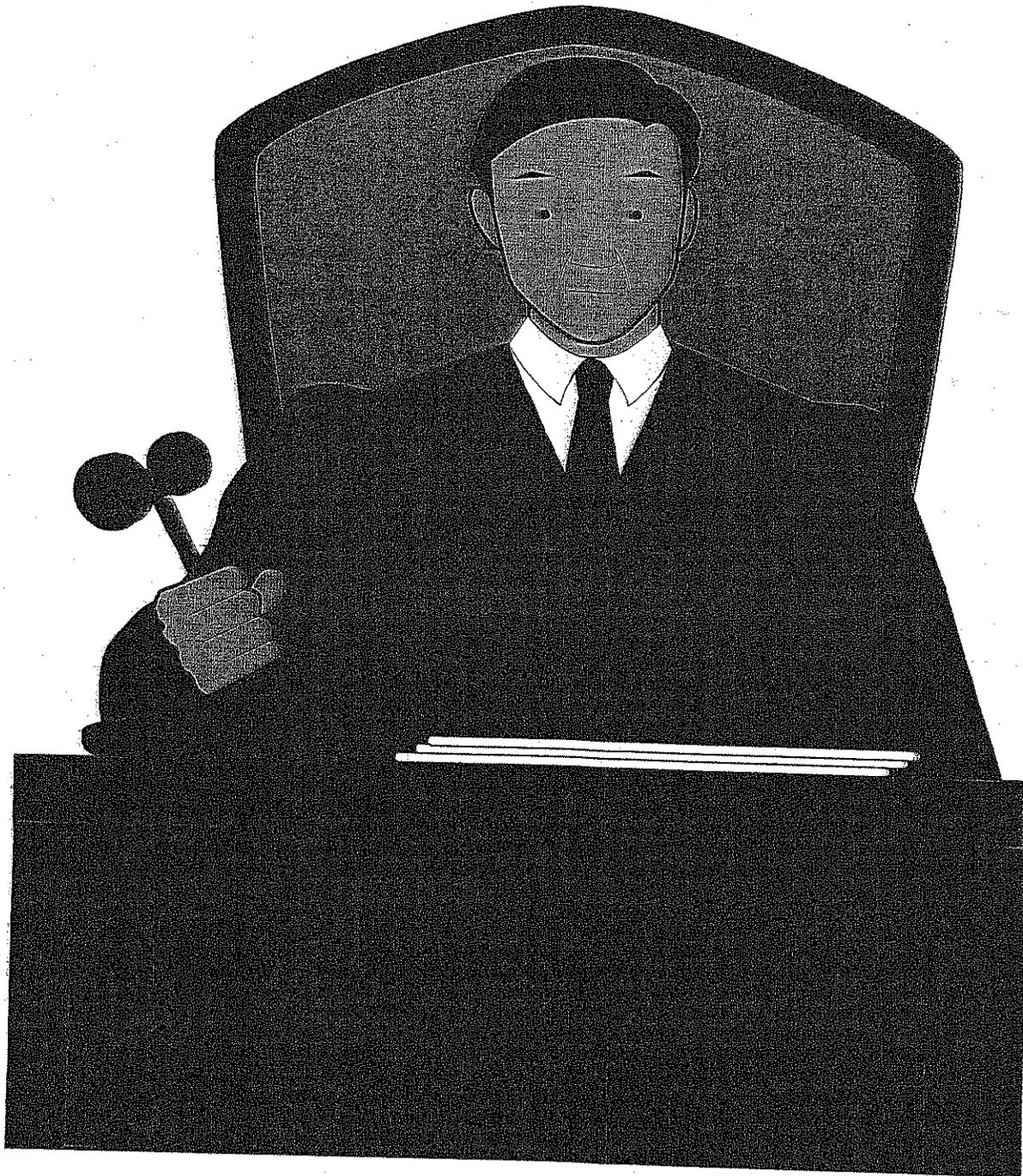


# Logan County Family Court Pro se Divorce Packet

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## Pro se - Representing Yourself in Court

As with any Court of this type, citizens are not required to have an attorney. Therefore, you may represent yourself if you choose. If you do choose to represent yourself, you will be held to the same standards and must meet the same legal requirements with respect to any of the documentation and evidence as an attorney must meet.

None of the employees of the Court, nor the Clerk of Courts, can provide any legal advice. You may contact Legal Aid (1-888-534-1432 or [www.lawolaw.org](http://www.lawolaw.org)) if you cannot afford an attorney and do not wish to represent yourself. If a case involves a possible finding of contempt which could result in a jail sentence, the Court may appoint an attorney if you meet the financial qualifications.

Generally, you should have an attorney if:

- You are going to have a contested hearing
- Your spouse has an attorney
- There are substantial assets to be divided
- There is physical or emotional abuse

### How to Terminate a Marriage in the State of Ohio

In Ohio, a marriage may be terminated through any of the following actions.

- Divorce
- Dissolution
- Annulment
- Death of one of the parties, or
- Presumption of death (requires an unexplained continuous absence from the home for a full seven years).

# The Difference Between Divorce, Dissolution, Legal Separation and Annulment

A **divorce** is where one spouse sues the other to end the marriage and the Court decides on the issues of custody, visitation, support, property, etc. A divorce is the legal separation and termination of the marriage by judgment of the Court, which may be granted only upon a finding by the Court that certain "grounds" (legal reasons) for divorce exist.

A **dissolution** is a form of no-fault termination of the marriage relationship where both parties have agreed upon all of the terms of the termination of marriage (such as division of marital property, spousal support, parental rights and responsibilities, child support, etc.) and are requesting that the Court terminate the marriage and approve the agreement between the parties.

The basic advantages of a dissolution are that it is not adversarial in nature (meaning the parties have already agreed upon every aspect of the termination); there is no Plaintiff or Defendant; it is not a "divorce"; and the Court does not have to make any of the decisions it would have to make in a contested divorce. Additionally, it is usually concluded faster than a divorce action.

A **legal separation** is similar to a divorce except that the marriage is not ended, even though property can be divided. The Court can also make orders for custody and support.

An **annulment** is a decree from a Court determining that the marriage is legally invalid because of some defect that existed at the time the marriage was entered into. An annulment decree declares that a marital status never existed, unlike a divorce decree that terminates a marriage. The grounds for an annulment include:

- Underage marriage
- Bigamy (one of the parties has another living spouse)
- Mental incompetence of one of the parties
- Fraud
- Duress
- Marriage has not been consummated.

## “Grounds” or Legal Reasons for Divorce in Ohio

The spouse filing for divorce or dissolution of marriage must have been a resident of Ohio for at least 6 months and a resident of the county for at least 90 days immediately prior to filing. Ohio law permits the granting of a divorce only upon a finding by the Court that there are statutory grounds to terminate the marriage. There must be testimony by the Plaintiff (person filing the divorce) and a witness (or an admission by the other spouse) as to these specific grounds.

The “no-fault” grounds include:

1. Incompatibility; and
2. Living separate and apart without cohabitation for one year.

There are nine “fault” grounds in Ohio. These “fault” grounds include:

1. Another spouse living at the time of marriage (bigamy);
2. Willful absence of a party from the marital home for one year;
3. Adultery;
4. Extreme cruelty (defined as “acts calculated to destroy the peace of mind and happiness of one of the parties to the marriage);
5. Fraudulent contract (i.e. a party was induced to enter the marriage as a result of a fraudulent misrepresentation that materially affects the essential elements of the marriage);
6. Gross neglect of duty (i.e. acts that constitute an omission to perform a legal duty, such as a failure to support the family);
7. Habitual drunkenness;
8. Imprisonment of the adverse party in a state or federal institution at the time of the filing of the complaint; and
9. An out-of-state divorce.

# PROCEDURE FOR FILING A DIVORCE

## Step One: Filing a Complaint

The spouse that files the Complaint is referred to as the Plaintiff. The two primary purposes for filing the complaint are to register the request for divorce with the Court and to notify the other spouse in writing of the intention to divorce. It is typically the job of the Sheriff's Office or a private process server to deliver the necessary paperwork to the interested parties. After receipt of the Complaint, the Defendant will file an Answer to the Complaint indicating either agreement or disagreement with the information contained in the Complaint. Typically, the filing of the Complaint marks the date in which legal separation of the parties begins.

### Basic information required to file a Complaint:

- Date and location in which the marriage took place
- The legal residence of both parties
- The names & birth dates of each child of the marriage
- The legal reason for declaring a divorce ("grounds" listed above)
- A list of claims supporting the declared reason
- Social Security Number of Plaintiff
- Phone Number at which the Plaintiff can be contacted

## Step Two: Pre-Trial Orders

After the Complaint is filed, the Plaintiff may file Pretrial Motions. These Motions are formal requests that attempt to resolve any disputes that may arise concerning living arrangements, finances, temporary custody and visitation. At the Scheduling Conference, the Court will set dates for Pre-Trial and Trial.

If no Motions are filed after the Complaint, the Court will allow 30 days for the Defendant to be served. The Defendant has 28 days from the date of service to file an answer. If the Defendant does not answer, an Uncontested Hearing date will be scheduled.

### Step Three: Discovery Procedure

This is the process by which you seek to uncover vital information from the other spouse that you do not have. There are a variety of legal tools used to obtain the information. The most common would be the deposition.

A deposition is a statement, taken in writing, to be used to reinforce a position on a disputed issue in the divorce at a later date. It allows each side the chance to gain information from one another, as well as any expert witnesses who may offer opinions about the disputed issues. An authorized Court Reporter is always present to ensure that the questions asked and answers given may be verified at a later date.

### Step Four: Negotiations

Once the discovery process is over, negotiations may begin to resolve the contested issues. It should not be forgotten that an out-of-Court settlement may be reached at any point in time throughout the entire legal divorce process.

### Step Five: The Pre-Trial Hearing

Both sides will be interviewed in front of a Judge or a Magistrate. The issues to be addressed at the trial will be given special attention, in order for the Judge or Magistrate to best provide knowledge and insight that might hopefully encourage both parties to reach an out-of-Court settlement. As further negotiations develop, more than one pre-trial hearing may be held.

### Step Six: The Final Hearing

The hearing office (Judge or Magistrate) will question each party present, for the record, and a final decision will be handed down by the Court.

## Required Pleadings – Divorce Proceedings

### Divorce without Children

- Praecipe (If none provided, service will be attempted by certified mail)
- Complaint
- Motion for Temporary Orders
- Affidavit in Support of Temporary Orders
- Judgment Entry/Temporary Orders
- Affidavit of Income, Expenses & Financial Disclosure (Form DR-10) and required attachments (2 of the 3 below)
  - Paycheck stubs for a one month period (most recent)
  - W-2 Forms (most recent)
  - Income Tax Return (most recent)

### For a Divorce WITH Children,

You must have all the above pleadings plus:

- Child Custody Affidavit (Form UCCJA)
- CSEA Application

IN THE COURT OF COMMON PLEAS

Division  
COUNTY, OHIO

_____	:	Case No. _____
Name	:	
_____	:	
Street Address	:	
_____	:	Judge _____
City, State and Zip Code	:	
	:	
Plaintiff	:	Magistrate _____
vs.	:	
_____	:	
Name	:	
_____	:	
Street Address	:	
_____	:	
City, State and Zip Code	:	
	:	
Defendant	:	

**Instructions:** This form is used to request a divorce if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities, and/or the Wife is pregnant. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 28) must be filed with this form. The Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed.

**COMPLAINT FOR DIVORCE WITH CHILDREN**

I, the Plaintiff, for this Complaint say:

- I have been a resident of the State of Ohio for at least six months.
- I have been a resident of \_\_\_\_\_ County for at least 90 days immediately before the filing of this Complaint; or  
 The Defendant resides in \_\_\_\_\_ County where this Complaint is filed.
- The Defendant and I were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county, and state).

4. I state regarding children (check all that apply):

- The Wife is not pregnant.
- The Wife is pregnant and the approximate due date is \_\_\_\_\_
- The following child(ren) were born from or adopted during this marriage or relationship (name and date of birth of each child):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

- Husband is not the biological father of the following child(ren) who were born during the marriage (name and date of birth of each child): \_\_\_\_\_

5. I state the following grounds for divorce exist (check all that apply):

- The Defendant and I are incompatible.
- The Defendant and I have lived separate and apart without cohabitation and without interruption for one year.
- The Defendant or I had a Husband or Wife living at the time of the marriage.
- The Defendant has been willfully absent for one year.
- The Defendant is guilty of adultery.
- The Defendant is guilty of extreme cruelty.
- The Defendant is guilty of fraudulent contract.
- The Defendant is guilty of gross neglect of duty.
- The Defendant is guilty of habitual drunkenness.
- The Defendant was imprisoned in a state or federal correctional institution at the time the complaint was filed.
- The Defendant procured a divorce outside this state by virtue of which the Defendant has been released from the obligations of the marriage, while those obligations remain binding on me.

6. The Defendant and I are owners of real estate and/or personal property.

I request that a divorce be granted from the Defendant, that the Court determine an equitable division of debts and property and as follows, that (check all that apply):

- The Defendant be required to pay me spousal support.
- The Plaintiff be named the residential parent and legal custodian of the following minor child(ren): \_\_\_\_\_

- The Defendant be named the residential parent and legal custodian of the following \_\_\_\_\_

child(ren): \_\_\_\_\_

- The non-residential parent be granted specific parenting time.  
 The Defendant and I be granted shared parenting of the following child(ren):

\_\_\_\_\_

pursuant to a Parenting Plan (Uniform Domestic Relations Form 17), which I will prepare and file with the Court.

- The Defendant be ordered to pay child support and medical support.  
 I be restored to my prior name of: \_\_\_\_\_  
 The Defendant be required to pay attorney fees.  
 The Defendant be required to pay the court costs of the proceeding.  
 The Court make the following additional orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and that the Court grant such other and further relief as the Court may deem proper.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Telephone number at which the Court may reach you  
or at which messages may be left for you

COURT OF COMMON PLEAS

\_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_  
Plaintiff/Petitioner

v./and

\_\_\_\_\_  
Respondent/Petitioner

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." If more space is needed, add additional pages.

**AFFIDAVIT OF PROPERTY**

Affidavit of \_\_\_\_\_

(Print Your Name)

**I. REAL ESTATE INTERESTS**

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1. _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
2. _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
<b>TOTAL SECTION I: REAL ESTATE INTERESTS</b>				\$ _____

**II. OTHER ASSETS**

<u>Category</u>	<u>Description</u> (list who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>A. Vehicles and Other Certificate of Title Property</b> (include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
5.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
6.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
<b>B. Financial Accounts</b> (Include checking, savings, CDs, POD accounts, money market accounts, etc.)			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession) (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>C. Pensions &amp; Retirement plans</b>	1. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
	2. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
	3. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
	4. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**D. Publicly Held Stocks, Bonds, Securities & Mutual Funds**

1. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession) (Type of ownership and number)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>	1. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
	2. _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**F. Life Insurance Type**  
(Term/Whole Life)

(Any cash value or loans)

(Insured party  
& value upon death)

1.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
2.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
3.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
4.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>

Category

Description

Who Has Possession

Value/Date of Value

**G. Furniture & Appliances**

(Estimate value of those in your possession, and value of those in your spouse's possession)

1.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
2.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
3.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
4.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>

**H. Safe Deposit Box**

(Give location and describe contents)

Titled To

1.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
2.	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>



**IV. DEBT**

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.

<u>Type</u>	<u>Name of Creditor/Purpose of Debt</u>	<u>Account Name</u>	<u>Name(s) on Account</u>	<u>Total Debt Due</u>	<u>Monthly Payment</u>
<b>A. Secured Debt (Mortgages, Car, etc.)</b>					
1. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>B. Unsecured Debt, including credit cards</b>					
1. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>TOTAL SECTION IV: DEBT</b>				\$ _____	

**V. BANKRUPTCY**

	<u>Filed by: Wife, Husband, Both</u>	<u>Date of Filing: Case Number</u>	<u>Date of Discharge or Relief from Stay</u>	<u>Type of Case (Ch. 7, 11, 12, 13)</u>	<u>Current Monthly Payments</u>
1.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
2.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
<b>TOTAL SECTION V: BANKRUPTCY</b>					\$ _____

**OATH**

**[Do Not Sign Until Notary is Present]**

I, (print name) \_\_\_\_\_ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**COURT OF COMMON PLEAS  
\_\_\_\_\_ COUNTY, OHIO**

\_\_\_\_\_  
Plaintiff/Petitioner

v./and

\_\_\_\_\_  
Defendant/Petitioner

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed.  
This affidavit is used to make complete disclosure of income, expenses and money owed. It is used to determine child and spousal support amounts. Do not leave any category blank. Write "none" where appropriate. If you do not know exact figures for any item, give your best estimate, and put "EST." If you need more space, add additional pages.

**AFFIDAVIT OF INCOME AND EXPENSES**

Affidavit of \_\_\_\_\_  
(Print Your Name)

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I - INCOME**

	<u>Husband</u>	<u>Wife</u>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

**A. YEARLY INCOME, OVERTIME, COMMISSIONS AND BONUSES FOR PAST THREE YEARS**

	<u>Husband</u>	<u>Wife</u>
Base yearly income	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____
Yearly overtime, commissions and/or bonuses	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____

B. COMPUTATION OF CURRENT INCOME

	<u>Husband</u>	<u>Wife</u>
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
Other income (type and source)		
_____	\$ _____	\$ _____
<b>TOTAL YEARLY INCOME</b>	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

**SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS**

Minor and/or dependent child(ren) who are adopted or born of this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above children there is/are in your household:

\_\_\_\_\_ adult(s)  
 \_\_\_\_\_ other minor and/or dependent child(ren).

**SECTION III – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

Rent or first mortgage (including taxes and insurance)	\$ _____
Real estate taxes (if not included above)	\$ _____
Real estate/homeowner's insurance (if not included above)	\$ _____
Second mortgage/equity line of credit	\$ _____
Utilities	
o Electric	\$ _____
o Gas, fuel oil, propane	\$ _____
o Water and sewer	\$ _____
o Telephone	\$ _____
o Trash collection	\$ _____
o Cable/satellite television	\$ _____
Cleaning, maintenance, repair	\$ _____
Lawn service, snow removal	\$ _____
Other:	\$ _____
	\$ _____
<b>TOTAL MONTHLY :</b>	<b>\$ _____</b>

**B. OTHER MONTHLY LIVING EXPENSES**

<b>Food</b>	
o Groceries (including food, paper, cleaning products, toiletries, other)	\$ _____
o Restaurant	\$ _____
<b>Transportation</b>	
o Vehicle loans, leases	\$ _____
o Vehicle maintenance (oil, repair, license)	\$ _____
o Gasoline	\$ _____
o Parking, public transportation	\$ _____
<b>Clothing</b>	
o Clothes (other than children's)	\$ _____
o Dry cleaning, laundry	\$ _____
<b>Personal grooming</b>	
o Hair, nail care	\$ _____
o Other	\$ _____
Cell phone	\$ _____
Internet (if not included elsewhere)	\$ _____
Other	\$ _____
<b>TOTAL MONTHLY</b>	
	\$ _____

**C. MONTHLY CHILD-RELATED EXPENSES**  
(for children of the marriage or relationship)

Work/education-related child care	\$ _____
Other child care	\$ _____
Unusual parenting time travel	\$ _____
Special and unusual needs of child(ren) (not included elsewhere)	\$ _____
Clothing	\$ _____
School supplies	\$ _____
Child(ren)'s allowances	\$ _____
Extracurricular activities, lessons	\$ _____
School lunches	\$ _____
Other _____	\$ _____
<b>TOTAL MONTHLY</b>	
	\$ _____

D. INSURANCE PREMIUMS

Life	\$	
Auto	\$	
Health	\$	
Disability	\$	
Renters/personal property (if not included in part A above)	\$	
Other _____	\$	
<b>TOTAL MONTHLY</b>		\$

E. MONTHLY EDUCATION EXPENSES

Tuition	\$	
<input type="radio"/> Self	\$	
<input type="radio"/> Child(ren)	\$	
Books, fees, other	\$	
College loan repayment	\$	
Other	\$	
_____	\$	
_____	\$	
<b>TOTAL MONTHLY:</b>		\$

F. MONTHLY HEALTH CARE EXPENSES  
(not covered by insurance)

Physicians	\$	
Dentists	\$	
Optometrists/opticians	\$	
Prescriptions	\$	
Other	\$	
_____	\$	
_____	\$	
<b>TOTAL MONTHLY:</b>		\$

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$
Spousal support paid to former spouse(s)	\$
Subscriptions, books	\$
Entertainment	\$



GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$ \_\_\_\_\_

OATH

[Do not sign until notary is present.]

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_

**COURT OF COMMON PLEAS**

\_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_  
Plaintiff/Petitioner

Case No. \_\_\_\_\_

v./and

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

\_\_\_\_\_  
Defendant/Petitioner/Respondent

**Instructions:** Check local court rules to determine when this form must be filed.  
By law, an affidavit must be filed and served with the first pleading filed by each party in every parenting (custody/visitation) proceeding in this Court, including Dissolutions, Divorces and Domestic Violence Petitions. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

**PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))**

Affidavit of \_\_\_\_\_  
(Print Your Name)

**Check and complete ALL THAT APPLY:**

1.  I request that the court not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal to protect the health, safety, or liberty of myself and/or the child(ren).
2.  Minor child(ren) are subject to this case as follows:

Insert the information requested below for all minor or dependent children of this marriage. You must list the residences for all places where the children have lived for the last FIVE years.

a.	Child's Name:	Place of Birth:	Date of Birth:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
	<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	
	to present	<input type="checkbox"/> Address Confidential?	<u>Relationship</u>	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

b. **Child's Name:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_ **Sex:**  Male  Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

c. **Child's Name:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_ **Sex:**  Male  Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CHILDREN, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

3. **Participation in custody case(s): (Check only one box.)**

- I HAVE NOT participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case.
- I HAVE participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case. For each case in which you participated, give the following information:

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

IF MORE SPACE IS NEEDED FOR ADDITIONAL CUSTODY CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

4. Information about other civil case(s) that could affect this case: (Check only one box.)

- I HAVE NO INFORMATION about any other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this case.
- I HAVE THE FOLLOWING INFORMATION concerning other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning a child subject to this case. Do not repeat cases already listed in Paragraph 3. Explain:

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

5. Information about criminal case(s):

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

<u>Name</u>	<u>Case Number</u>	<u>Court/State/County</u>	<u>Convicted of What Crime?</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

6. Persons not a party to this case who have physical custody or claim to have custody or visitation rights to children subject to this case: (Check only one box.)

I DO NOT KNOW OF ANY PERSON(S) not a party to this case who has physical custody or claims to have custody or visitation rights with respect to any child subject to this case.

I KNOW THAT THE FOLLOWING NAMED PERSON(S) not a party to this case has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this case.

a. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

b. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

c. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

OATH

[Do Not Sign Until Notary is Present]

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**APPLICATION FOR CHILD SUPPORT SERVICES  
NON-PUBLIC ASSISTANCE APPLICANT**

**IMPORTANT:** If you are receiving ADC or Medicaid, do not complete this application, because you became eligible for child support services when you became eligible to receive ADC or Medicaid.

I the undersigned, \_\_\_\_\_ request Child Support Services from the \_\_\_\_\_ County Child Support Enforcement Agency. I understand and agree to the following conditions:

- A. I am a resident of the County in which services are requested.
- B. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).

The Child Support Enforcement Agency can assist you in providing the following services:

**1. Location of Absent Parents.**

The agency can assist in finding where an absent parent is currently living, in what city, town or state. The applicant can request "Location Services Only", if the sole need is to find the whereabouts of the absent parent.

**2. Establishment or Modification of Child Support and Medical Support.**

The CSEA can assist you to obtain an order for support if you are separated, have been deserted or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (modification), and to establish a medical support order.

**3. Enforcement of Existing Orders.**

The CSEA can help you collect current and back child support.

**4. Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearages.**

The agency can assist in collecting back support (arreages) by intercepting a non-payor's federal and state income tax refunds on some cases.

**5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.**

The agency can help you get payroll deductions for current and back child support and can intercept unemployment compensation to collect child support.

**6. Establishment of Paternity.**

The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.

**7. Collection and Disbursement of Payments.**

The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Back support collected will be paid to you until all of the back support you are owed is paid.

If you received ADC in the past and support was assigned to the state, back support collected will be paid to the state after you receive back support owed to you.

**8. Interstate Collection of Child Support.**

The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

C. The only fee you can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.

D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

**APPLICANT INFORMATION (INFORMATION ABOUT YOU)**

Name	Date of Birth
Social Security Number (SSN)	Current Marital Status (Check One) <input type="checkbox"/> Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Divorced <input checked="" type="checkbox"/> Separated <input type="checkbox"/> Deserted <input type="checkbox"/> Widowed

Type(s) of Service(s) Requested: All services listed \_\_\_\_\_ Location of absent parent only \_\_\_\_\_  
 Other (please explain) \_\_\_\_\_

I understand that the Child Support Agency - within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant	Date
------------------------	------

Applicants Name (Last, First, Middle)		Telephone Number (Home)
Address (Street/Route, P.O. Box)		(Work)
City, State, Zip Code		

**INFORMATION ON CHILDREN**

	Child 1	Child 2	Child 3	Child 4
a. Name				
b. Sex				
c. SSN				
d. Date of Birth (DOB)				
e. Name(s) of Absent Parent				
f. Has Paternity (Fatherhood) Been Established?				
g. Is There An Order For Support <input type="checkbox"/> Yes <input type="checkbox"/> No				

**ABSENT PARENT INFORMATION OR PARENT ORDERED TO PAY CHILD SUPPORT**

	Absent Parent #1	Absent Parent #2	Absent Parent #3
Name			
Address (City, State, Zip Code)			
SSN			
Date of Birth (DOB)			
Name of Employer			
Address of Employer (City, State, Zip Code)			
Amount of Support Ordered (Wk, Bi-Wk, Mo)			
Case Number on Support Order			
Date of Support Order			
Location Where Order Was Issued (City, County, State)			
Military Service Give Date and Branch Entered			
Arrest Record: Give Date and Place of Arrest			
If the absent parent has been on Public Assistance: Give Date and Place			
Give Name and Address of Current Spouse of Absent Parent			
<input checked="" type="checkbox"/> Have you ever been on public assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
When (Date)	Where (City and State)	County	

**FOR AGENCY USE ONLY**

Case Name	Date Requested	Date Mailed or Provided
Case Number	Date Returned or File Date	

COURT OF COMMON PLEAS  
COUNTY, OHIO

Plaintiff/Petitioner \_\_\_\_\_

v./and

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Defendant/Petitioner \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. If more space is needed, add additional pages.

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_

(Print Your Name)

Mother

Father

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

Yes  No

Yes  No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

Yes  No

Yes  No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

Yes  No

Yes  No

If you are not enrolled, do you have health insurance available through a group (employer or other organization)?

Yes  No

Yes  No

Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?

Yes  No

Yes  No

Mother

Father

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

Yes  No

Yes  No

Your spouse?

Yes  No

Yes  No

Minor child(ren) of this relationship?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Other individuals?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Name of group (employer or organization) that provides health insurance

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number

\_\_\_\_\_

\_\_\_\_\_

**OATH**

[Do not sign until notary is present.]

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No. \_\_\_\_\_

Street Address

Judge \_\_\_\_\_

City, State and Zip Code

Plaintiff/Petitioner

Magistrate \_\_\_\_\_

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used when you want to request documents to be served on the other party. You must indicate the requested method of service by marking the appropriate box.

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

Please serve the following documents on the following parties as I have indicated below:

- Defendant/Petitioner at the address shown above.
  - Certified Mail, Return Receipt Requested
  - Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
  - Other (specify) \_\_\_\_\_

- Plaintiff/Petitioner at the address shown above.

- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other (specify) \_\_\_\_\_

\_\_\_\_\_ County Child Support Enforcement Agency (provide address below):

- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other (specify) \_\_\_\_\_

Other (address): \_\_\_\_\_

- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other (specify) \_\_\_\_\_

SPECIAL INSTRUCTIONS TO SHERIFF:

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\_\_\_\_\_  
Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Street Address

City, State, and Zip Code

vs./and

Defendant/Petitioner

Street Address

City, State, and Zip Code

Case No.

Judge

Magistrate

Instructions: The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf.

SHARED PARENTING PLAN

We, the parents, \_\_\_\_\_, "Father", and \_\_\_\_\_, "Mother", have \_\_\_\_\_ (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) are emancipated adult(s) and not under any disability, and the following \_\_\_\_\_ ( number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child): \_\_\_\_\_

The parents agree to the care, parenting, and control of their child(ren) as provided in this Shared Parenting Plan.

## **FIRST: PARENTS' RIGHTS**

The parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the child(ren).
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the child(ren) and obtain a second opinion regarding medical conditions or treatment.
- E. The right to be notified in case of an injury to or illness of the child(ren).
- F. The right to be present with the child(ren) at medical, dental and other health-related examinations and treatments, including, but not limited to psychological and psychiatric care.
- G. The right to inspect and receive the child(ren)'s medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- H. The right to consult with school officials concerning the child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited to participate.
- K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
- L. The right to receive notice of the other parent's intention to relocate.

## **SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**

### **A. General Responsibilities**

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

### **B. Medical Responsibilities**

A parent shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness or receives treatment in an emergency room or hospital.

A parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

The parents shall consult with each other about the child(ren)'s medical care needs and each shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the  Father's  Mother's (select one) decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

C. Both parents have shared parenting of the child(ren) as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent", "the residential parent and legal custodian", or the "custodial parent" of that child.

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays, and vacation times.

(The Parenting Time Schedule must be attached to this Plan.)

E. School Designation

Father shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): \_\_\_\_\_

Mother shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): \_\_\_\_\_

In the event that a change in schools is being considered, after consultation with the other parent:

Father is authorized to change school placement of the following child(ren): \_\_\_\_\_

Mother is authorized to change school placement of the following child(ren): \_\_\_\_\_

Without a written agreement or court order, neither parent is authorized to change school placement of the following child(ren): \_\_\_\_\_

F. Other orders: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Public Benefits

Father shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): \_\_\_\_\_  
\_\_\_\_\_

Mother shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): \_\_\_\_\_  
\_\_\_\_\_

H. This designation of a particular parent as the residential parent for the purposes of determining the school attendance and enrollment of the child(ren) or the receipt of public benefits of the child(ren) does not affect the designation of each parent as the "residential parent," "residential parent and legal custodian," or the "custodial parent of the child(ren)".

I. Transportation (select one):

Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. Current Address and Telephone Number

Father's current home address and telephone number, including cellular telephone number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mother's current home address and telephone number, including cellular telephone number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If either of the residential parents intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the other parent. Upon receipt of the notice, the Court, on its own motion or the motion of the nonmoving parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

Each residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities (name and address of Court): \_\_\_\_\_

L. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:

Subject to sections 3125.16 and 3319.321(F) of the Revised Code, each parent is entitled to access to any record that is related to the child(ren), under the same terms and conditions as the other parent unless otherwise restricted. Any keeper of a record who knowingly fails to comply with any record order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to records access are as follows: \_\_\_\_\_

M. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:

In accordance with section 5104.11 of the Revised Code, each parent is entitled to access to any day care center that is or will be attended by the child(ren) unless otherwise restricted.

Restrictions or limitations:

None

Restrictions or limitations to day care access are as follows: \_\_\_\_\_

N. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), each parent is entitled to access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to school activities access are as follows: \_\_\_\_\_

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

**THIRD: HEALTH INSURANCE COVERAGE.**

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

A.  Health Insurance Coverage Available to at Least One Parent

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract or plan to:  Father  Mother  Both parents.
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren),  Father's  Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
3. The parent required to provide private health insurance coverage shall provide proof of insurance to the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and the other parent.
4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B.  Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

1. The cost of any uninsured medical expenses, incurred by or on behalf of the child(ren) not paid by a health insurance plan and exceeding \$100 per child per year, including co-payments and deductibles, shall be paid by the parents as follows:

\_\_\_\_\_ % by Father \_\_\_\_\_ % by Mother.

The first \$100 per child per year shall be paid by Mother for the following child(ren) \_\_\_\_\_

\_\_\_\_\_

The first \$100 per child per year shall be paid by Father for the following child(ren) \_\_\_\_\_

Other orders regarding payment of uninsured medical expenses: \_\_\_\_\_

2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.
2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

**FOURTH: CHILD SUPPORT**

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support with Private Health Insurance Coverage.

When private health insurance coverage is being provided for the child(ren),  Father  Mother, Obligor, shall pay child support in the amount of \$ \_\_\_\_\_ per child per month, for \_\_\_\_\_ (number) of child(ren) for a total of \$ \_\_\_\_\_ per month.

B. Child Support without Private Health Insurance Coverage.

When private health insurance coverage is **not** available for the benefit of the child(ren),  Father  Mother, the Obligor, shall pay child support in the amount of \$ \_\_\_\_\_ per child per month and \$ \_\_\_\_\_ per child per month as cash medical support. The total of child support and cash medical support for \$ \_\_\_\_\_ (number of children) is \$ \_\_\_\_\_ per month.

C. Child Support Payment

The child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County CSEA by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support amount agreed upon is different than the amount calculated on the attached Child Support Worksheet because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s) as provided in R.C. 3119.22, 3119.23, 3119.24 and shall be adjusted as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special and unusual needs of the child(ren) as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Extraordinary obligations for child(ren) or obligations for handicapped child(ren) who is/are not stepchild(ren) and who are not offspring from the marriage or relationship that is the basis of the immediate child support determination as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other court-ordered payments as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Obligor obtained additional employment after a child support order was issued to support a second family as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Extended parenting time or extraordinary costs associated with parenting time, provided that this division does not authorize and shall not be construed as authorizing any deviation from the schedule and the applicable worksheet, through the line establishing the actual annual obligation, or any escrowing, impoundment, or withholding of child support because of a denial of or interference with a right of parenting time granted by court order as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The financial resources and the earning ability of the child(ren) as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disparity in income between parents or households as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Benefits that either parent receives from remarriage or sharing living expenses with another person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both of the parents as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Significant, in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The relative financial resources, other assets and resources, and needs of each parent as follows: \_\_\_\_\_

The standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married as follows: \_\_\_\_\_

The physical and emotional condition and needs of the child(ren) as follows: \_\_\_\_\_

The need and capacity of the child(ren) for an education and the educational opportunities that would have been available to the child(ren) had the circumstances requiring a court order for support not arisen as follows: \_\_\_\_\_

The responsibility of each parent for the support of others as follows: \_\_\_\_\_

Any other relevant factor: \_\_\_\_\_

E. Duration of Child Support.

The child support order will terminate upon the child's 18<sup>th</sup> birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate, as set out below.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not as yet reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

The parents agree that child support will extend beyond the time when it would otherwise end.  
The terms and conditions of that agreement are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parents have a child(ren) who is/are mentally or physically disabled and incapable  
of supporting or maintaining themselves. The name of the child(ren) and the nature of the mental  
or physical disability are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Important Child Support Orders and Information

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the  
support order should terminate. A willful failure to notify the CSEA as required is contempt of court.  
The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school  
on a full-time basis and the support order does not provide for the duty of support to continue  
past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of  
Majority
- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio  
Department of Job and Family Services (Child Support Payment Central). Any payment of money  
not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge  
an obligation other than support,

All support under this Order shall be withheld or deducted from the income or assets of the Obligor  
pursuant to a withholding or deduction notice or appropriate order issued in accordance with  
Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued  
pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee  
in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits limitations and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this Support Order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE; DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

H. Arrearage

- Any temporary child support arrearage will survive this judgment entry.  
 Any temporary child support arrearage will not survive this judgment entry.  
 Other: \_\_\_\_\_

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

#### FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

- A.  The Father shall be entitled to claim the following child(ren) for all tax purposes for  
 even-numbered tax years  odd-numbered tax years  all eligible tax years, so long  
as he/she is substantially current in any child support he/she is required to pay as of December 31 of  
the tax year in question: \_\_\_\_\_

- The Mother shall be entitled to claim the following child(ren) for all tax purposes for  
 even-numbered tax years  odd-numbered tax years  all eligible tax years, so long

as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

B.  Other orders regarding tax exemptions (specify): \_\_\_\_\_

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the child(ren).

**SIXTH: MODIFICATION**

This Shared Parenting Plan may be modified by agreement of the parties or by the Court.

**SEVENTH: OTHER**

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

Upon approval by the Court, this Shared Parenting Plan shall be incorporated in the Judgment Entry.

_____ Your Signature (Husband)	_____ Your Signature (Wife)
_____ Date	_____ Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff

Case No. \_\_\_\_\_

Street Address

City, State, and Zip Code

vs.

Judge \_\_\_\_\_

Defendant

Magistrate \_\_\_\_\_

Street Address

City, State, and Zip Code

FINAL JUDGMENT FOR DIVORCE WITH CHILDREN

This matter came on for final hearing on \_\_\_\_\_ before  Judge  Magistrate  
\_\_\_\_\_ upon the Plaintiff's Complaint for Divorce with Children filed on  
\_\_\_\_\_ and/or Defendant's Counterclaim filed on \_\_\_\_\_  
and upon the following: \_\_\_\_\_

FINDINGS

Upon a review of the record, testimony, and evidence presented, the Court makes the following findings:

A. Select one:

- The Defendant was properly served with summons, copy of the Complaint, and notice of the hearing.
- The Defendant's waiver of service of summons and Complaint have been filed in this case.
- The Defendant filed an Answer.
- The Defendant failed to file an Answer or plead, despite being properly served with summons, copy of the Complaint, and notice of the hearing.
- The Plaintiff replied to the Defendant's Counterclaim.
- The Plaintiff failed to reply to the Defendant's Counterclaim.

B. Present at the hearing were the:  Plaintiff,  Defendant,  
 \_\_\_\_\_ appearing as counsel for the Plaintiff.  
 \_\_\_\_\_ appearing as counsel for the Defendant.

C. The  Plaintiff and/or  Defendant was/were a resident(s) of the State of Ohio for at least six months immediately before the Complaint and/or Counterclaim was filed.

D. At the time the Complaint and/or Counterclaim was/were filed:  
 The Plaintiff was a resident of this county for at least 90 days.  
 The Defendant was a resident of this county.  
 Other grounds for venue were: \_\_\_\_\_

E. The Plaintiff and Defendant were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county and state). The termination of marriage is the date of  final hearing or  as specified: \_\_\_\_\_

F. Check all that apply regarding children:  
 The Wife is not pregnant.  
 The Wife is pregnant and the approximate due date is: \_\_\_\_\_  
 Other findings: \_\_\_\_\_  
 The parties are parents of \_\_\_\_\_ (number) born from or adopted during the marriage or relationship. Of the children, \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves. (name and date of birth of each child):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G.  The following child(ren) from the marriage or relationship are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that has issued the custody or parenting order): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. Select one:

- Neither the Plaintiff nor Defendant is in the military service of the United States.
- The  Plaintiff and/or  Defendant is in the military service of the United States and his/her service did not impact his/her ability to defend this action.

I. The  Plaintiff and/or  Defendant through testimony have indicated full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, or expenses.

- The Defendant has not filed a response or made an appearance.
- The Plaintiff has not filed a response or made an appearance.

J. The parties that appeared have no knowledge of any other property and debts of any kind in which either party has an interest.

K. The parties that appeared have had the opportunity to value and verify all marital property, separate property, and other debts.

L. This Court has jurisdiction and proper venue to determine all of the issues raised by the pleadings and motions.

M. Select one:

- A Magistrate's Decision was filed on: \_\_\_\_\_
  - No objections were filed. The Court approves the terms contained in the Decision and finds the terms are fair and equitable.
  - All objections were ruled upon by a separate entry.
  - The parties have presented the Court with a written Separation Agreement or have read into the record a settlement of all issues, which the Court finds to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
  - The Court has made a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties after review and consideration of all evidence presented.
  - Other: \_\_\_\_\_
- 
- 

N. The divorce is granted on the following ground(s) (check all that apply):

- The Plaintiff and Defendant are incompatible.
- The Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one year.
- The Defendant or  Plaintiff had a Husband or Wife living at the time of the marriage.
- The Defendant or  Plaintiff has been willfully absent for one year.
- The Defendant or  Plaintiff is guilty of adultery.

- The Defendant or  Plaintiff is guilty of extreme cruelty.
- The Defendant or  Plaintiff is guilty of fraudulent contract.
- The Defendant or  Plaintiff is guilty of gross neglect of duty.
- The Defendant or  Plaintiff is guilty of habitual drunkenness.
- The Defendant or  Plaintiff was imprisoned in a state or federal correctional institution at the time the Complaint was filed.
- The Defendant or  Plaintiff procured a divorce outside this state by virtue of which she or he has been released from the obligations of the marriage, while those obligations remain binding on the  Plaintiff or  Defendant.

**JUDGMENT**

Based upon the findings set out above, it is, therefore, **ORDERED, ADJUDGED and DECREED** that:

**FIRST: DIVORCE GRANTED.**

A divorce is granted, and both parties shall be released from the obligations of their marriage except for those obligations listed below or as set out in the attached  Separation Agreement

- Shared Parenting Plan  Parenting Plan  Magistrate's Decision and/or
- Other: \_\_\_\_\_

which is incorporated in this entry.

**SECOND: PROPERTY.**

The parties' property shall be divided as follows:

- A. The Plaintiff shall have the following items of real estate and personal property, free and clear from all claims of the Defendant, subject to any indebtedness which the Plaintiff shall pay and from which the Plaintiff shall hold the Defendant harmless: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- B. The Defendant shall have the following items of real estate and personal property, free and clear from all claims of the Plaintiff, subject to any indebtedness which the Defendant shall pay and from which the Defendant shall hold the Plaintiff harmless: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- C. The Plaintiff is awarded the following separate property: \_\_\_\_\_  
 \_\_\_\_\_

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D. The Defendant is awarded the following separate property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Other orders regarding property (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Within 30 days the parties will take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of pensions and retirements.

G. Other orders regarding transfers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIRD: DEBT.**

The Plaintiff and Defendant's debts shall be divided as follows.

A. The Plaintiff shall pay the following debts and shall hold the Defendant harmless from all claims:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The Defendant shall pay the following debts and shall hold the Plaintiff harmless from all claims:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the  Plaintiff and/or  Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debts: \_\_\_\_\_

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

Neither party shall incur liabilities against the other party in the future.

**FOURTH: SPOUSAL SUPPORT**

A. Spousal Support Not Awarded

Neither the Plaintiff nor Defendant shall pay spousal support to the other. The Court shall not retain jurisdiction, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

The  Plaintiff  Defendant shall pay spousal support to the  Plaintiff  Defendant in the amount of \$ \_\_\_\_\_ per month plus 2% processing charge commencing on \_\_\_\_\_ and due on the \_\_\_\_\_ day of the month. This spousal support shall continue  indefinitely  for a period of \_\_\_\_\_

The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the  amount  duration of the spousal support order.

C. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

The cohabitation of the person receiving support in a relationship comparable to marriage.

The remarriage of the person receiving support.

Other (specify): \_\_\_\_\_

\_\_\_\_\_

D. Method of Payment of Spousal Support:

The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by income withholding at his/her place of employment.

E. Deductibility of Spousal Support for All Tax Purposes (select one):

- The spousal support paid shall be deducted from income of the person paying the support and included by the person receiving the support.
- The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Arrearage

- Any temporary spousal support arrearage will survive this judgment entry.
- Any temporary spousal support arrearage will not survive this judgment entry.
- Other: \_\_\_\_\_

FIFTH: NAME

\_\_\_\_\_ is restored to the prior name of: \_\_\_\_\_

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. Parental rights and responsibilities shall be allocated as follows:

Father shall be the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_  
\_\_\_\_\_

Mother shall be the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_  
\_\_\_\_\_

Father  Mother shall have parenting time with the minor child(ren) who is/are not residing with him/her according to the attached schedule.

The parents have entered into a Shared Parenting Plan or Parenting Plan which has been filed with the Court and is adopted by the Court.

B. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If the residential parent intends to move to a residence other than the residence specified in the

court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

The obligation under this notice applies to both parents in a Shared Parenting Plan.

The non-residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cell telephone number, unless otherwise provided by court order.

The residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cell telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court that granted the divorce and allocated parental rights and responsibilities (print name and address of Court): \_\_\_\_\_

Other orders: \_\_\_\_\_

C. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code: Subject to sections 3125.16 and 3319.321(F) of the Revised Code, the parent who is not the residential parent is entitled to access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding records access are as follows: \_\_\_\_\_

D. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code: In accordance with section 5104.11 of the Revised Code, the parent who is not the residential parent is entitled to access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding day care access are as follows: \_\_\_\_\_

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E. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), the parent who is not the residential parent is entitled to access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding school activities access are as follows: \_\_\_\_\_

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**THIRD: HEALTH INSURANCE COVERAGE**

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

- A.  Health Insurance Coverage Available to at Least One Parent
1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract or plan to:  Father  Mother  Both parents.
  2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren),  Father's  Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
  3. The parent required to provide private health insurance coverage shall provide proof of insurance to the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and the other parent.
  4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
  5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.
- B.  Health Insurance Coverage Unavailable to Either Parent
1. Private health insurance coverage is not accessible and reasonable in cost through a group policy, contract, or plan to either parent.
  2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms and an insurance card. The CSEA shall determine whether the cost of the

insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

1. The cost of any uninsured medical expenses, incurred by or on the behalf of the child(ren) not paid by a health insurance plan, and exceeding \$100 per child per year including co-payments and deductibles, shall be paid by the parents as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The first \$100 per child per year of uninsured expenses shall be paid by the Mother for the following child(ren): \_\_\_\_\_

\_\_\_\_\_

The first \$100 per child per year of uninsured expenses shall be paid by the Father for the following child(ren): \_\_\_\_\_

\_\_\_\_\_

Other orders regarding uninsured medical expenses: \_\_\_\_\_

2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.
2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

**EIGHTH: CHILD SUPPORT**

A completed Child Support Work Sheet is attached and incorporated in this Decree.

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren),  Father  Mother, the Obligor, shall pay child support in the amount of \$ \_\_\_\_\_ per child per month, for \_\_\_\_\_ (number) of child(ren) for a total of \$ \_\_\_\_\_ per month.

B. Child Support without Private Health Insurance Coverage

When private health insurance is **not** available for child(ren),  Father  Mother, the Obligor, shall pay child support in the amount of \$ \_\_\_\_\_ per child per month, and \$ \_\_\_\_\_ per child per month as cash medical support.

The total of child support and cash medical support for \_\_\_\_\_ (number) of children is \$ \_\_\_\_\_ per month.

C. Child Support Payment

Child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County CSEA by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support calculated pursuant to the child support schedule \$ \_\_\_\_\_ is unjust inappropriate, and is not in the best interest of the minor child(ren) for the following reason(s), as provided in R.C. 3119.22, 3119.23, and 3119.24, and shall be adjusted as follows:

\_\_\_\_\_

\_\_\_\_\_

E. Duration of Child Support

The child support order will terminate upon the child's 18<sup>th</sup> birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old.  
(Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

The Court finds by agreement that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: \_\_\_\_\_

The Court finds the parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and that child support will extend beyond the time when it would otherwise end. The name of the child and the nature of the mental or physical disability is as follows: \_\_\_\_\_

F. Important Child Support Orders and Information

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court.

The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority

- Child stops attending an accredited high school on a full- time basis after attaining the age of majority
- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be considered a gift, unless the payment is made to discharge an obligation other than support,

All support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Oblige in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

The Obligor and/or Oblige required under this Order to provide private health insurance coverage for the child(ren) is also required to provide the other party within 30 days after the issuance of the order, the following:

- Information regarding the benefits limitations and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Oblige required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notice issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this Support Order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as

applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:  
**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

**IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE; DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.**

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

H. Arrearage

- Any temporary child support arrearage will survive this judgment entry.  
 Any temporary child support arrearage will not survive this judgment entry.  
 Other: \_\_\_\_\_

#### **NINTH: TAX EXEMPTION**

Income tax dependency exemptions (check all that apply):

- A.  The Father shall be entitled to claim the following minor child(ren) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as he is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

- The Mother shall be entitled to claim the following minor child(ren) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as she is substantially current in any child support he/she is required to pay as of December

31 of the tax year in question: \_\_\_\_\_

B.  Other orders regarding tax exemptions (specify): \_\_\_\_\_

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

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

**TENTH: OTHER ORDERS**

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

**ELEVENTH: COURT COSTS**

Court costs shall be (select one):

Taxed to the deposit. Court costs due above the deposit shall be paid as follows: \_\_\_\_\_

Other (specify): \_\_\_\_\_

\_\_\_\_\_

**TWELFTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

a certified copy to: \_\_\_\_\_

a file stamped copy to: \_\_\_\_\_

NOTICE. Pursuant to Civil Rule 58(B), the Clerk is directed to serve upon the parties a notice of the filing of this Judgment Entry and of the date of entry upon the Journal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
JUDGE

IN THE COMMON PLEAS COURT  
 OF LOGAN COUNTY, OHIO  
 DOMESTIC RELATIONS, JUVENILE,  
 AND PROBATE DIVISIONS

NAME: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 PO Box: \_\_\_\_\_

First Petitioner/Plaintiff  
 Oblige/Obligor,

and/vs.

Case No. \_\_\_\_\_  
 IV-D Case No.: \_\_\_\_\_

NAME: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 PO Box: \_\_\_\_\_

Second Petitioner/Defendant  
 Oblige/Obligor.

\* \* \* \* \*  
JUDGMENT ENTRY/CHILD SUPPORT AND MEDICAL SUPPORT

This matter comes before the Court concerning the child support order within the Judgment Entry attached hereto. Pursuant to the attached entry and other documentation, the Court FINDS as follows:

FINDINGS

1. The following child or children shall be subject to the following Orders of support and health insurance:

Child's Name	Child's Date of Birth	Child's Social Security Number

2. The statutory amount of child support should be ordered herein. The appropriate child support computation worksheet is attached reflecting the statutory amount of child support to be ordered herein.

3. A deviation from the statutory amount of child support should be ordered herein. The appropriate child support computation worksheet is attached reflecting the statutory amount of child support to be ordered herein. The Court FINDS that the statutory child support obligation should be \$ \_\_\_\_\_ per month as and for support of the parties child or children. The parties agree that a deviation to the amount of \$ \_\_\_\_\_ per month is appropriate. The value of the deviation is \$ \_\_\_\_\_ per month. The deviation is warranted for the following statutory reasons:

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

Therefore, the Court FINDS that to require payment of child support at the statutory rate would be unjust, inappropriate, and not in the best interest of the parties' minor child or children and therefore, the Court APPROVES this deviation.

4. The following party should be ordered to provide health insurance coverage pursuant to ORC 3119.30 (select only one of the following):

\_\_\_\_ 4(A). Pursuant to ORC 3119.30(B)(1), both the Obligor and the Obligee have health insurance coverage available at a reasonable cost and that is accessible to both the Obligor and the Obligee and the dual coverage does provide for coordination of medical benefits without unnecessary duplication of coverage. Therefore, both parties should be ordered to provide this coverage.

\_\_\_\_ 4(B). Pursuant to ORC 3119.30(B)(2) Obligee has private health insurance coverage available for the parties' child or children at a reasonable cost and said coverage is available to the Obligee through a group policy, contract, or plan at a more reasonable cost than coverage available to the Obligor. Therefore, Obligee should be ordered to provide this coverage.

\_\_\_\_ 4(C). Pursuant to ORC 3119.30(B)(3) Obligor has private health insurance coverage available for the parties' child or children at a reasonable cost and said coverage is available to the Obligor through a group policy, contract, or plan at a more reasonable cost than coverage available to the Obligee. Therefore, Obligor should be ordered to provide this coverage.

\_\_\_\_ 4(D). Neither party has private health insurance coverage available to him or her at a reasonable cost and therefore both parties SHALL immediately report to the Logan County CSEA when private health insurance coverage becomes available to either of them. The Logan County CSEA shall determine if the private health insurance coverage is available at a reasonable cost to the party and shall convert the support order pursuant to ORC 3119.30 (B)(2) or (B)(3) whichever is applicable.

5. In accordance with ORC 3119.302(A)(2), the Court FINDS that the contributing cost of private health insurance to either parent exceeds five per cent of that parent's annual gross income and the Court further FINDS as follows (select only one when applicable):

\_\_\_\_ 5(A) Both parents have agreed that one or both of the parents shall obtain or maintain the private health insurance that exceeds five percent of that parent's annual gross income.

\_\_\_\_ 5(B) (Party Name) \_\_\_\_\_ has requested to obtain or maintain the private health insurance that exceeds five per cent of that parent's annual gross income.

\_\_\_\_ 5(C) The Court FINDS that it is in the best interests of the parties' child or children for a parent to obtain and maintain private health insurance that exceeds five per cent of that parent's annual gross income and the cost will not impose an undue financial burden on either parent. The Court has based this decision on the following facts and circumstances: \_\_\_\_\_

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

Based upon the foregoing, it is therefore ORDERED as follows:

**CHILD SUPPORT**

\_\_\_\_ 1. For the current order, the guideline amount of child support is appropriate. Therefore, it is ORDERED that Mother/Father (Name) \_\_\_\_\_ hereinafter referred to as Obligor shall pay the following support obligation based upon the attached Child Support Worksheet in accordance with ORC 3119.02:

	Column I Obligation when private health insurance is being provided for parties' child or children	Column II Obligation when private health insurance is not being provided for the parties' child or children
Current Child Support		
Cash Medical Support	ZERO WHEN INSURANCE IS PROVIDED	
Support Arrears Payment		
Administrative Fees		
<b>TOTAL</b>		

\_\_\_\_ 2. Select one of the following:

\_\_\_\_ 2(A). Health insurance is currently being provided. Therefore, the total monthly support obligation is \$ \_\_\_\_\_ as shown in Paragraph 1 Column I. This obligation is effective \_\_\_\_\_.

\_\_\_\_ 2(B). Health insurance is not being provided. Therefore, the total monthly support obligation is \$ \_\_\_\_\_ as shown in Paragraph 1 Column II. This obligation is effective \_\_\_\_\_.

\_\_\_\_ 3. For the current order, a deviation is warranted in this case pursuant to the findings herein. Therefore, Mother/Father (Name) \_\_\_\_\_ hereinafter referred to as Obligor shall pay the following support obligation based upon the attached Child Support Worksheet in accordance with ORC 3119.02:

	Column III	Column IV
	Obligation when private health insurance is being provided for parties' child or children	Obligation when private health insurance is <u>not</u> being provided for the parties' child or children
Current Child Support		
Cash Medical Support	ZERO WHEN INSURANCE IS PROVIDED	
Support Arrears Payment		
Administrative Fees		
<b>TOTAL</b>		

4. For the current order including the deviation, select one of the following (medical support order cannot be deviated):

\_\_\_\_ 4(A). Health insurance is currently being provided. Therefore, the total monthly support obligation is \$ \_\_\_\_\_ as shown in Paragraph 3 Column III. This obligation is effective \_\_\_\_\_.

\_\_\_\_ 4(B). Health insurance is not being provided. Therefore, the total monthly support obligation is \$ \_\_\_\_\_ as shown in Paragraph 3 Column IV. This obligation is effective \_\_\_\_\_.

5. If there is a change in the provider of private health insurance as ordered by this Judgment Entry, the alternative medical support obligation under this order becomes effective on the first day of the month immediately following the month in which private health insurance coverage that had been in effect for the child or children of this order becomes unavailable or terminates. The obligation to pay the cash medical support shall terminate on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes.

6. Obligor will make payments by check or money order until such time as the amount is withheld pursuant to an order/notice to withhold. Payments from Obligor must be made payable to Ohio CSPC, and mailed to Ohio CSPC, P.O. Box 182372, Columbus, Ohio 43218-2372. In order for payments to be processed correctly, the SETS case number and Court order number must be included with any payment.

\_\_\_\_ 7. Obligor is employed. **AN ORDER/NOTICE TO WITHHOLD INCOME FOR CHILD SUPPORT** will be issued to : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ 8. It is determined that Obligor is unemployed, has no income, and does not have an account at any financial institution. Therefore, it is ordered that Obligor is required to seek employment or participate in a work activity to which a recipient of assistance under Title IV-A of the "Social Security Act," 49 stat. 620(1935), 42 U.S.C.A. 301, as amended, may be assigned as specified in section 407(d) of the "Social Security Act," 42 U.S.C.A. 607(d), as amended. The Obligor shall notify the Logan County Child Support Enforcement Agency on obtaining employment, obtaining any income, or obtaining ownership of any asset with a value of five hundred dollars or more.

The Order to Seek Work is issued with this Entry. Obligor will send an Employment Search Form to the Logan County Child Support Enforcement Agency, P.O. Box 517, Bellefontaine, Ohio 43311, every other Tuesday by regular U.S. Mail. The first Employment Search Form is due on or before the second Tuesday of the month following the date of the filing of this entry. The initial Employment Search Form to be completed and properly executed by Obligor may be obtained from the Child Support Enforcement Agency.

OBLIGOR WILL IMMEDIATELY NOTIFY THE LOGAN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY, IN WRITING, UPON FINDING GAINFUL EMPLOYMENT AND WILL PROVIDE SAID AGENCY WITH THE FULL NAME AND ADDRESS OF HIS OR HER EMPLOYER, ANTICIPATED EARNINGS AND THE NUMBER OF HOURS TO BE WORKED EACH WEEK. AT SAID TIME, AN ORDER/NOTICE TO WITHHOLD INCOME FOR CHILD SUPPORT WILL AUTOMATICALLY BE ISSUED BY THE LOGAN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY.

9. Pursuant to Section 3119.86 of the Ohio Revised Code, the duty of support to a child imposed pursuant to a court child support order shall continue beyond the child's eighteenth birthday only under the following circumstances: (a) the child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself; (b) the child's parents have agreed to continue support beyond the child's eighteenth birthday pursuant to a separation agreement that was incorporated into a decree of divorce or dissolution; and (c) the child continuously attends a recognized and accredited high school on a full-time basis on and after the child's eighteenth birthday.

The duty of support shall not remain in effect after the child reaches nineteen (19) years of age unless the order provides that the duty of support continues under circumstances previously listed in (a) or (b) for any period after the child reaches age nineteen(19).

10. Obligor will take notice that despite the payment toward the arrearage, the Logan County Child Support Enforcement Agency and the Ohio Department of Job and Family Services will be permitted to take all legal action necessary to intercept state and federal income tax refunds, and any other lump sums due Obligor from any other source, until the arrearage is paid in full. The Logan County CSEA will issue an administrative order for the interception of lump sum funds and distribute the lump sum in accordance with administrative rules and regulations.

11. At any time Obligor should become unemployed for any reason, the Logan County Child Support Enforcement Agency will be permitted to automatically submit an Order to Seek Work to this Court to be issued to Obligor. Obligor will be required to obtain the necessary Employment Search Forms from the Logan County Child Support Enforcement Agency to comply with the Order to Seek Work. Further, Obligor will be required to submit an Employment Search Form to the CSEA every other Tuesday by regular U.S. Mail. The first Employment Search Form will be due the second Tuesday immediately following the file-stamped date set forth on the Order to Seek Work.

12. Upon any change of employment, Obligor will, within three days, notify the Logan County Child Support Enforcement Agency, by calling 937-599-7232 or writing at P.O. Box 517, Bellefontaine, Ohio 43311. Upon finding employment, Obligor will provide said Agency with the full name and address of his or her employer, anticipated earnings and the number of hours to be worked each week. At said time, AN ORDER/NOTICE TO WITHHOLD INCOME FOR CHILD SUPPORT will automatically be issued by the Logan County Child Support Enforcement Agency.

13. Obligor will take notice that should Obligor become unemployed and be determined eligible to receive Unemployment Compensation, it will be the responsibility of Obligor to provide the Logan County Child Support Enforcement Agency with written verification setting forth the amount to be received by Obligor. FAILURE TO COMPLY WITH THIS PROVISION WILL BE DEEMED CONTEMPT OF COURT.

14. EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE LOGAN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

15. Obligor is restrained from making direct payments to Obligee and Obligee is enjoined from accepting direct payments from Obligor. Any payments of support not made through the CSEA will be deemed a gift.

16. THE PARENT WHO IS THE RESIDENTIAL PARENT AND LEGAL CUSTODIAN OF A CHILD FOR WHOM A CHILD SUPPORT ORDER IS ISSUED OR THE PERSON WHO OTHERWISE HAS CUSTODY OF A CHILD FOR WHOM A CHILD SUPPORT ORDER IS ISSUED IMMEDIATELY SHALL NOTIFY, AND THE OBLIGOR UNDER A CHILD SUPPORT ORDER MAY NOTIFY, THE LOGAN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY OF ANY REASON FOR WHICH THE CHILD SUPPORT ORDER SHOULD TERMINATE. WITH RESPECT TO A COURT CHILD SUPPORT ORDER, A WILLFUL FAILURE TO NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY AS REQUIRED

BY THIS DIVISION IS CONTEMPT OF COURT.

17. Reasons for which a child support order should terminate include all of the following:

(A) The child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age; (B) the child ceasing to attend an accredited high school on a full-time basis after attaining the age of majority, if the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age; (C) the child's death; (D) the child's marriage; (E) the child's emancipation; (F) the child's enlistment in the armed services; (G) the child's deportation; (H) change of legal custody of the child.

18. The parties will take notice that upon the termination of child support for a minor child, Obligor's child support will be reduced proportionately dependent upon the number of remaining minor children. If only one child is subject the support order, this paragraph does not apply.

19. Both parties will take notice of the Obligee's Rights and Remedies for Enforcement of Support, attached hereto, available to Obligee in the event Obligor fails to make payment of support as ordered herein.

20. Obligor and Obligee will take notice that they each have a right to request a review of this order concerning child support thirty-six (36) months from the establishment of this order or from the date of the most recent review, or sooner, if certain circumstances are present. Further details will be provided by the Logan County Child Support Enforcement Agency, if requested.

21. ALL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH CHAPTERS 3119., 3121., 3123., AND 3125. OF THE REVISED CODE OR A WITHDRAWAL DIRECTIVE ISSUED PURSUANT TO SECTIONS 3123.24 TO 3123.38 OF THE REVISED CODE AND SHALL BE FORWARDED TO THE OBLIGEE IN ACCORDANCE WITH CHAPTERS 3119., 3121., 3123., AND 3125. OF THE REVISED CODE.

MEDICAL SUPPORT

22. In accordance with ORC 3119.30 and the findings contained herein, the Court hereby issues the following ORDER of medical support (only one applies):

22(A). ORC 3119.30(B)(1) Both the Obligor and the Obligee shall obtain private health insurance coverage for the parties' child or children. The parties' insurance information is as follows:

Mother's Information - if spouse Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_
Name of employer: \_\_\_\_\_
Address of employer: \_\_\_\_\_
Name of health plan \_\_\_\_\_
Name of insurance company \_\_\_\_\_
Claims address of insurance company \_\_\_\_\_
Customer service telephone number \_\_\_\_\_
Group number \_\_\_\_\_
Identification/Subscriber number \_\_\_\_\_

Father's Information - if spouse Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_
Name of employer: \_\_\_\_\_
Address of employer: \_\_\_\_\_
Name of health plan \_\_\_\_\_
Name of insurance company \_\_\_\_\_
Claims address of insurance company \_\_\_\_\_
Customer service telephone number \_\_\_\_\_
Group number \_\_\_\_\_
Identification/Subscriber number \_\_\_\_\_

\_\_\_\_\_ 22(B). Obligee shall obtain private health insurance coverage for the parties' child or children in accordance with the finding herein.

Obligee's Information – if spouse Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_  
Name of employer: \_\_\_\_\_  
Address of employer: \_\_\_\_\_  
Name of health plan \_\_\_\_\_  
Name of insurance company \_\_\_\_\_  
Claims address of insurance company \_\_\_\_\_  
Customer service telephone number \_\_\_\_\_  
Group number \_\_\_\_\_  
Identification/Subscriber number \_\_\_\_\_

\_\_\_\_\_ 22(C). Obligor shall obtain private health insurance coverage for the parties' child or children in accordance with the finding herein.

Obligor's Information – if spouse Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_  
Name of employer: \_\_\_\_\_  
Address of employer: \_\_\_\_\_  
Name of health plan \_\_\_\_\_  
Name of insurance company \_\_\_\_\_  
Claims address of insurance company \_\_\_\_\_  
Customer service telephone number \_\_\_\_\_  
Group number \_\_\_\_\_  
Identification/Subscriber number \_\_\_\_\_

\_\_\_\_\_ 22(D). Neither party has private health insurance coverage available to him or her at a reasonable cost and therefore both parties SHALL immediately report to the Logan County CSEA when private health insurance coverage becomes available to either of them. The Logan County CSEA shall determine if the private health insurance coverage is available at a reasonable cost to the party and shall convert the support order pursuant to ORC 3119.30 (B)(2) or (B)(3) whichever is applicable.

\_\_\_\_\_ 23. In accordance with ORC 3119.302(A)(2), it is ORDERED that although the contributing cost of private health insurance exceeds five percent of Obligee/Obligor's annual gross income, that parent SHALL obtain private health insurance in accordance with the previous findings of this Court.

24. Any and all uninsured medical, dental, optical and pharmaceutical, including orthodontia and psychological, expenses incurred on behalf of the parties' minor child or children shall be divided with Obligee being responsible for \_\_\_\_\_% of said expenses and Obligor being responsible for \_\_\_\_\_% of said expenses.

25. In the event that health insurance coverage is available and obtained for the minor child(ren) of this action through an employer of the spouse of Obligor, the spouse's health insurance coverage shall satisfy the requirement of Obligor to maintain health insurance. In the event that health insurance coverage is available and obtained for the minor child(ren) of this action through an employer of the spouse of Obligee, the spouse's health insurance coverage shall satisfy the requirement of Obligee to maintain health insurance.

26. Pursuant to Ohio Revised Code §3119.32 the party or parties ordered to provide private health insurance for the child or children shall, not later than thirty (30) days after the issuance of the order, supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

27. The following individual shall be reimbursed for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the child or children listed in this order:

PARENT NAME:
PARENT ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NUMBER:

28. The health plan administrator(s) of the health insurer(s) that provide(s) the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

29. If the Obligor, Obligee, or both Obligor and Obligee, are required under section 3119.30 of the Revised Code to provide private health insurance coverage for the children, pursuant to section 3119.30 of the Revised Code whoever is required to provide private health insurance coverage provide to the other, not later than thirty days after the issuance of the order, information regarding the benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

30. The party required to provide private health insurance coverage for the children shall designate the children as covered dependents under any private health insurance policy, contract, or plan for which the person contracts.

31. Any employer of the person required to obtain private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the child support enforcement agency on written request any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with this section and any order or notice issued under this section.

32. Obligor and Obligee shall comply with any requirement described in section 3119.30 of the Revised Code and divisions (A) and (C) of this section that is contained in an order issued in compliance with this section no later than thirty days after the issuance of the order.

**33. NOTICE: IF THE PERSON REQUIRED TO OBTAIN PRIVATE HEALTH CARE INSURANCE COVERAGE FOR THE CHILDREN SUBJECT TO THIS CHILD SUPPORT ORDER OBTAINS NEW EMPLOYMENT, THE AGENCY SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 3119.34 OF THE REVISED CODE, WHICH MAY RESULT IN THE ISSUANCE OF A NOTICE REQUIRING THE NEW EMPLOYER TO TAKE WHATEVER ACTION IS NECESSARY TO ENROLL THE CHILDREN IN PRIVATE HEALTH CARE INSURANCE COVERAGE PROVIDED BY THE NEW EMPLOYER.**

34. NOTICE: Upon receipt of notice by the child support enforcement agency that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The child support enforcement agency may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

35. Court costs are assessed to the following to be paid within thirty days of the date of this entry:

- Plaintiff
- First Petitioner
- Defendant
- Second Petitioner
- Equally to both parties

\_\_\_\_\_  
Magistrate

\_\_\_\_\_  
Judge

cc: All Counsel of Record  
Obligee  
Obligor  
LCCSEA

IN THE COMMON PLEAS COURT OF LOGAN COUNTY, OHIO

OBLIGEE'S RIGHTS AND REMEDIES FOR ENFORCEMENT OF SUPPORT

Upon Obligor's failure to pay child support and/or spousal support as ordered in the final decree, the Obligee has the right to apply to the Logan County Child Support Enforcement Agency for any of the following:

A. An order for either:

1. withholding of spousal and/or child support from the personal earnings of the Obligor under Section 3123.28 of the Ohio Revised Code;
2. the assignment of the wages of the Obligor under Section 1321.33 of the Ohio Revised Code.

B. Judgment and execution on the judgment through any available procedure, including but not limited to:

1. an execution against the property of the judgment debtor under Chapter 2329 of the Ohio Revised Code;
2. an execution against the person of the judgment debtor under Chapter 2331 of the Ohio Revised Code;
3. a proceeding in aid of execution under Chapter 2333 of the Ohio Revised Code, including:
  - a. a proceeding for the examination of the judgment debtor under Section 2333.09 to 2333.12, and 2333.15 to 2333.27 of the Ohio Revised Code;
  - b. a proceeding for examination of the person holding property, money, or credits of the judgment debtor which is in the nature of garnishment or attachment by notice under Title 23 of the Ohio Revised Code;
  - c. a proceeding for attachment of the person of the judgment debtor under Section 2333.28 of the Ohio Revised Code;
  - d. a creditor's suit under Section 2333.01 of the Ohio Revised Code.
4. the attachment of the property of the judgment debtor under Chapter 2715 of the Ohio Revised Code.

Failure of an Obligee to request the Logan County Child Support Enforcement Agency or the Prosecuting Attorney to maintain an action under Title 23 of the Ohio Revised Code shall not operate as a waiver of any right of the Obligee to seek enforcement of a support order.