

**AMENDMENTS TO THE SUPREME COURT RULES FOR THE GOVERNMENT OF
THE BAR OF OHIO, THE OHIO RULES OF PROFESSIONAL CONDUCT, THE
RULES OF SUPERINTENDENCE FOR THE COURTS OF OHIO, AND THE OHIO
RULES OF CIVIL PROCEDURE**

The following amendments to the Supreme Court Rules for the Government of the Bar of Ohio, the Ohio Rules of Professional Conduct, the Rules of Superintendence for the Courts of Ohio, and the Ohio Rules of Civil Procedure were adopted by the Supreme Court of Ohio. The history of these amendments is as follows:

November 9, 2015	Published for public comment
February 23, 2016	Final adoption by conference
March 15, 2016	Effective date of amendments

SUPREME COURT RULES FOR THE GOVERNMENT OF THE BAR OF OHIO

**APPENDIX VI: FIELDS OF LAW SUBJECT TO
SPECIALIZATION DESIGNATION**

FLS Designation Fields of law subject to specialization designation in Ohio

[Existing language unaffected by the amendments is omitted to conserve space]

“Consumer Bankruptcy Law is the practice of bankruptcy law when the debtor is an individual or spouses and where the debts are primarily non-business related. The matters are typically filed under Chapters 7 or 13 of the U.S. Bankruptcy Code.”

[Existing language unaffected by the amendments is omitted to conserve space]

(Adopted effective: July 10, 1996; amended effective: October 8, 1996; August 26, 1997; February 3, 1998; January 24, 2006; November 1, 2008; October 1, 2011; March 15, 2016.)

OHIO RULES OF PROFESSIONAL CONDUCT

RULE 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS

[Existing language unaffected by the amendments is omitted to conserve space]

Comment

[Existing language unaffected by the amendments is omitted to conserve space]

[36] As provided by division (c)(1), certain conflicts cannot be waived as a matter of law. For example, the Supreme Court of Ohio has ruled that regardless of client consent, a lawyer may not represent both spouses in the preparation of a separation agreement. [*Columbus Bar Assn v. Grelle* (1968), 14 Ohio St.2d 208] Similarly, federal criminal statutes prohibit certain representations by a former government lawyer, despite the informed consent of the former client. [analogous to Model Rule Comment 16]

RULES OF SUPERINTENDENCE FOR THE COURTS OF OHIO

RULE 26.04. Probate Divisions of the Courts of Common Pleas--Records Retention Schedule.

[Existing language unaffected by the amendments is omitted to conserve space]

(C) Required records.

(1) Dockets.

(a) The probate division shall maintain all of the following dockets:

[Existing language unaffected by the amendments is omitted to conserve space]

(ix) A paternity docket showing the birth name of the child who is the subject of the petition, the names of the parents, and the name of the child after adjudication;

[Existing language unaffected by the amendments is omitted to conserve space]

RULE 66. Guardianships.

[Existing language unaffected by the amendments is omitted to conserve space]

(C) An application for allowance of care and support of a minor shall allege, if such is the fact, that the parents are financially unable to provide the items for which the amount is sought.

RULE 99. Effective Date.

[Existing language unaffected by the amendments is omitted to conserve space]

(TTT) The amendments to Sup.R. 26.04 and 66, adopted by the Supreme Court of Ohio on February 23, 2016, shall take effect on March 15, 2016.

COURT OF COMMON PLEAS
COUNTY, OHIO

_____ Plaintiff/Petitioner 1 v./and _____ Defendant/Petitioner 2	Case No. _____ Judge _____ Magistrate _____
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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

	_____ Your Name	_____ Spouse's Name
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

	_____ Your Name	_____ Spouse's Name
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

	_____ Your Name _____	_____ Spouse's Name _____
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)		
_____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
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 from 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: _____	\$	_____
_____	\$	_____
TOTAL MONTHLY :		\$ _____

B. OTHER MONTHLY LIVING EXPENSES

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

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 _____	\$ _____
TOTAL MONTHLY \$ _____	

D. INSURANCE PREMIUMS

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

E. MONTHLY EDUCATION EXPENSES

Tuition		
o Self	\$	
o Child(ren)	\$	
Books, fees, other	\$	
College loan repayment	\$	
Other _____	\$	
_____	\$	
TOTAL MONTHLY:		\$ _____

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

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

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	\$	

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 1

v./and

Case No. _____

Judge _____

Magistrate _____

Respondent/Petitioner 2

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"/> _____ Your Name	\$ _____	\$ _____
		<input type="checkbox"/> _____ Spouse's Name		
		<input type="checkbox"/> Both		
		<input type="checkbox"/> _____		
2. _____	\$ _____	<input type="checkbox"/> _____ Your Name	\$ _____	\$ _____
		<input type="checkbox"/> _____ Spouse's Name		
		<input type="checkbox"/> Both		

TOTAL SECTION I: REAL ESTATE INTERESTS \$ _____

II. OTHER ASSETS

Category	Description (List who has possession)	Titled To	Value/Date of Value
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)		
1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
5.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
6.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <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>
C. Pensions & Retirement plans			
1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <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>
D. Publicly Held Stocks, Bonds, Securities, & Mutual Funds			
1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <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>
E. Closely Held Stocks & Other Business Interests and Name of Company			
1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____

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

(Any cash value or loans)

(Insured party
& value upon death)

1.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
2.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
3.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
4.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		

CategoryDescriptionWho Has PossessionValue/Date of Value**G. Furniture & Appliances**

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

1.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
2.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
3.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
4.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		

H. Safe Deposit Box

(Give location and describe contents)

Titled To

1.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		
2.		<input type="checkbox"/> Your Name	\$	
		<input type="checkbox"/> Spouse's Name		
		<input type="checkbox"/> Both		

I. Transfer of Assets

Explanation: List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

1.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____
2.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____
3.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____
4.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____

Category

Description
(Also list who has possession)

Titled ToValue/Date of Value**J. All Other Assets Not Listed Above**

Explanation: List any item you have not listed above that is considered an asset.

1.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____
2.		<input type="checkbox"/> Your Name \$ _____ <input type="checkbox"/> Spouse's Name _____ <input type="checkbox"/> Both _____

TOTAL SECTION II: OTHER ASSETS \$ _____

III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances

If you are making any claims in any of the categories below, explain the nature and amount of your claim. **This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.**

<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1.			\$ _____
2.			\$ _____
3.			\$ _____
4.			\$ _____
5.			\$ _____

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS \$ _____

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.**

Type	Name of Creditor/Purpose of Debt	Account Name	Name(s) on Account	Total Debt Due	Monthly Payment
A. Secured Debt (Mortgages, Car, etc.)					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
4.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
5.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
B. Unsecured Debt, including credit cards					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$

	<input type="checkbox"/> _____ Your Name		
	<input type="checkbox"/> _____ Spouse's Name		
4.	<input type="checkbox"/> Joint	\$ _____	\$ _____
	<input type="checkbox"/> _____ Your Name		
	<input type="checkbox"/> _____ Spouse's Name		
5.	<input type="checkbox"/> Joint	\$ _____	\$ _____

TOTAL SECTION IV: DEBT \$ _____

V. BANKRUPTCY

Filed by:

- ☐ _____
Your Name
- ☐ _____
Spouse's Name
- ☐ Both

Date of Filing:
Case Number

Date of Discharge
or Relief from Stay

Type of Case
(Ch. 7, 11, 12, 13)

Current Monthly
Payments

1.	<input type="checkbox"/> _____ Your Name				
	<input type="checkbox"/> _____ Spouse's Name				
	<input type="checkbox"/> Both				\$ _____
2.	<input type="checkbox"/> _____ Your Name				
	<input type="checkbox"/> _____ Spouse's Name				
	<input type="checkbox"/> Both				\$ _____

TOTAL SECTION V: BANKRUPTCY \$ _____

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 1		Case No.	
		Judge	
v./and		Magistrate	
Defendant/Petitioner 2			

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)

_____ Your Name _____ Spouse's Name

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

_____ **Your Name** _____ **Spouse's Name**

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: _____

COURT OF COMMON PLEAS

COUNTY, OHIO

Plaintiff

v.

Defendant

Case No.

Judge

Magistrate

Instructions: Check local court rules to determine when this form must be filed.
This form is used to request temporary orders in your divorce or legal separation case. After a party serves a Motion and Affidavit, the other party has 14 days to file a Counter Affidavit and serve it on the party who filed the motion. **If more space is needed, add additional pages.**

☐ MOTION AND AFFIDAVIT OR ☐ COUNTER AFFIDAVIT
FOR TEMPORARY ORDERS
WITHOUT ORAL HEARING

Check one box below to show whether you are filing a (1) Motion and Affidavit or (2) Counter Affidavit.

☐ **(1) Motion and Affidavit**

(Print Your Name) _____ files this Motion and Affidavit
under Rule 75(N) of the Ohio Rules of Civil Procedure to request the temporary orders checked here.

Check only those that apply.

_____ Residential parenting rights (custody)
_____ Parenting time (visitation)
_____ Child support
_____ Spousal support (alimony)
_____ Payment of debts and/or expenses

THE OTHER PARTY HAS 14 DAYS FROM THE DATE ON WHICH THIS MOTION IS SERVED TO FILE A
COUNTER AFFIDAVIT AND SERVE IT UPON THE PARTY WHO FILED THE MOTION. (See below.)

☐ **(2) Counter Affidavit**

(Print Your Name) _____ files this Counter Affidavit in
response to a Motion and Affidavit.

Complete the following information, whether filing Motion and Affidavit or Counter Affidavit. Check all that apply.

1. ☐ My spouse and I are living separately.
Date of separation is _____ .
- ☐ My spouse and I are living together.
- ☐ We have no minor children. (Skip to number 5.)
- ☐ There are minor child(ren) who are adopted or born of this marriage.
(List children here.)

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

- ☐ In addition to the above children there is/are in my household:
_____ adult(s)
_____ other minor and/or dependent child(ren).

2. My child(ren) attend(s) school in:

- ☐ My school district
- ☐ The other parent's school district
- ☐ Open enrollment
- ☐ Other (Explain.) _____ .
- ☐ All children do not attend school in the same district. (Explain.) _____

3. ☐ I request to be named the temporary residential parent and legal custodian of the child(ren).
(Specify child(ren) if request is not for all children.) _____
- ☐ I do not object to my spouse being named the temporary residential parent of the child(ren).
- ☐ I request the following parenting time order:
- ☐ The Court's standard parenting order (See county's local rules of court.)
- ☐ A specific parenting time order as follows:

☐ I have reached an agreement regarding parenting time with my spouse as follows:

☐ I request that my spouse's parenting time (visitation) be supervised. (Explain--supervised parenting time order will NOT be granted if the reasons are not explained.)

Name of an appropriate supervisor _____

4. ☐ A court or agency has made a child support order concerning the child(ren).

Name of Court/Agency _____

Date of Order _____

SETS No. _____

5. I request the Court to order my spouse to pay:

☐ \$ _____ child support per month

☐ \$ _____ spousal support per month

☐ \$ _____ attorney fees, expert fees, court costs

☐ The following debts and/or expenses:

☐ Other

6. ☐ I am willing to attend mediation.

☐ I am not willing to attend mediation.

☐ I request the following court services. (See local rules of court for available services.)

State specific reasons why court services are required.

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:

NOTICE OF HEARING

(Check with local court for scheduling procedure.)

You are hereby given notice that this motion for temporary orders will be heard upon affidavits only, and without oral testimony, before Judge/Magistrate _____, Hearing Room _____, at _____ a.m./p.m. on _____, 20____, at _____ floor.

CERTIFICATE OF SERVICE

Check the boxes that apply.

I delivered a copy of my: ☐ Motion and Affidavit or ☐ Counter Affidavit

On: (Date) _____, 20____

To: (Print name of other party's attorney or, if there is no attorney, print name of the party.) _____

At: (Print address or fax number.) _____

By: ☐ U.S. Mail
☐ Fax
☐ Messenger
☐ Clerk of courts (if address is unknown)

Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Name

Case No.

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 do not have (a) child(ren), adult child(ren) attending high school, or child(ren) with disabilities. 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.

COMPLAINT FOR DIVORCE WITHOUT CHILDREN

I, the Plaintiff, for this Complaint say:

1. I have been a resident of the State of Ohio for at least six months.
2. ☐ 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.
3. The Defendant and I were married to one another on _____ (date of marriage) in _____ (city or county, and state).

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

- ☐ There is/are no child(ren) expected from this marriage or relationship.
☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.

- ☐ There is/are no child(ren) from this marriage or relationship.
☐ The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under a 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
_____	_____
_____	_____
_____	_____

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 Spouse 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 ordered to pay me spousal 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

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

_____	:	
Name	:	Case No. _____
_____	:	
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 you or the Spouse are/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:

1. I have been a resident of the State of Ohio for at least six months.
2. ☐ 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.
3. The Defendant and I were married to one another on _____ (date of marriage) in _____ (city or county, and state).

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

- ☐ There is/are no child(ren) expected from this marriage or relationship.
- ☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
- ☐ There is/are no child(ren) from this marriage or relationship.
- ☐ The parties are parents of _____ (number) child(ren) from this marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under a 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
_____	_____
_____	_____
_____	_____

☐ I am not the parent of the following child(ren) (name and date of birth of each child):

☐ The Spouse is not the parent of the following child(ren) (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 Spouse 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 Shared 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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

_____	:	
Name	:	Case No. _____
_____	:	
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 Counterclaim a Complaint for Divorce with or without Children. A Request for Service (Uniform Domestic Relations Form 28) must be filed with this form. The Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) must be filed, if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, adult child(ren) with disabilities, and/or you or the Spouse are/is pregnant.

COUNTERCLAIM FOR DIVORCE

I, the Defendant, for this Counterclaim say:

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

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

☐ There is/are no children expected from this marriage or relationship.

☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.

☐ There is/are no child(ren) from this marriage or relationship.

☐ The parties are parents of _____(number) child(ren) from this marriage or relationship. Of the child(ren), _____(number) is/are emancipated adult(s) and not under a disability. The following _____(number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintain themselves (name and date of birth of each child):

Name of Child

Date of Birth

☐ I am not the parent of the following child(ren) (name and date of birth of each child):

☐ The Spouse is not the parent of the following child(ren) (name and date of birth of each child):

5.

☐ The Plaintiff and I are incompatible.

☐ The Plaintiff and I have lived separate and apart without cohabitation and without interruption for one year.

☐ The Plaintiff or I had a Spouse living at the time of the marriage.

☐ The Plaintiff has been willfully absent for one year.

☐ The Plaintiff is guilty of adultery.

☐ The Plaintiff is guilty of extreme cruelty.

☐ The Plaintiff is guilty of fraudulent contract.

☐ The Plaintiff is guilty of gross neglect of duty.

☐ The Plaintiff is guilty of habitual drunkenness.

☐ The Plaintiff was imprisoned in a state or federal correctional institution at the time the Complaint was filed.

☐ The Plaintiff procured a divorce outside this state by virtue of which the Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on me.

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

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

☐ The Plaintiff be required to pay spousal support.

☐ The Plaintiff be named the residential parent and legal custodian of the following 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 Plaintiff and I be granted shared parenting of the following child(ren): _____

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

☐ The Plaintiff be ordered to pay child support and medical support.

☐ I be restored to my prior name of: _____

☐ The Plaintiff be required to pay attorney fees.

☐ The Plaintiff 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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

Instructions: This form is used in response to a filing of a Complaint for Divorce without Children. This form is used to agree with or dispute the statements made in the Complaint for Divorce without Children or a Counterclaim to a Divorce without Children.

☐ **ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN**

☐ **REPLY TO COUNTERCLAIM**

1. I, _____ (name) **ADMIT or DENY** the following allegations, as listed in my Spouse's Complaint or Counterclaim.

ADMIT DENY

- | | |
|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's state of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in state. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's county of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in county. |
| <input type="checkbox"/> | <input type="checkbox"/> My county of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> The date of our marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> The place of our marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> I am not pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse is not pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> There are no children from the marriage or relationship. |
| <input type="checkbox"/> | <input type="checkbox"/> All children from the marriage or relationship are emancipated adults and not mentally |

or physically disabled child(ren) incapable of maintaining supporting or maintaining themselves.

☐ ☐ My Spouse and I are owners of real estate and/or personal property.

2. I further **ADMIT or DENY** the following grounds for divorce:

ADMIT DENY

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

3. Anything not specifically admitted is denied.

4. Other information about the above admissions, denials, or responses: _____

I ask that the request for a divorce be ☐ dismissed ☐ granted (select one), and I be awarded such other relief as the Court finds fair and equitable, including ordering the cost of this action be paid as the Court may determine.

Your Signature

Address

Typed or printed Name

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

CERTIFICATE OF SERVICE

I delivered a copy of my Answer to Complaint for Divorce without Children

On: (date) _____

To: (name of your Spouse's attorney or, if there is no attorney, name of your Spouse)

At: (address or fax number) _____

By: ☐ U.S. Mail

☐ Fax

☐ Personal delivery

☐ Other: _____

Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

Instructions: This form is used in response to a filing of a Complaint for Divorce with Children. This form is used to agree with or dispute the statements made in the Complaint for Divorce with Children or a Counterclaim to a Divorce with Children.

☐ **ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN**

☐ **REPLY TO COUNTERCLAIM**

1. I, _____ (name) **ADMIT or DENY** the following allegations, as listed in my Spouse's Complaint or Counterclaim.

ADMIT DENY

- | | |
|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's state of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in state. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's county of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in county. |
| <input type="checkbox"/> | <input type="checkbox"/> My county of residence. |
| <input type="checkbox"/> | <input type="checkbox"/> The date of our marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> The place of our marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> I am not pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse is not pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> The number of children from the marriage or relationship. |
| <input type="checkbox"/> | <input type="checkbox"/> The names of children from the marriage or relationship. |

- ☐ ☐ The dates of birth of children from the marriage or relationship.
☐ ☐ My Spouse and I are owners of real estate and/or personal property.

2. I further **ADMIT or DENY** the following grounds for divorce:

ADMIT DENY

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

3. Anything not specifically admitted is denied.

4. Other information about the above admissions, denials, or responses: _____

I ask that the request for a divorce be ☐ dismissed ☐ granted (select one), and I be awarded such other relief as the Court finds fair and equitable, including ordering the cost of this action be paid as the Court may determine.

 Your Signature

 Address

 Typed or printed Name

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

CERTIFICATE OF SERVICE

I delivered a copy of my Answer to Complaint for Divorce with Children

On: (date) _____

To: (name of your Spouse's attorney or, if there is no attorney, name of your Spouse)

At: (address or fax number) _____

By: ☐ U.S. Mail

☐ Fax

☐ Personal delivery

☐ Other: _____

Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

FINAL JUDGMENT FOR DIVORCE WITHOUT CHILDREN

This matter came on for final hearing on _____ before ☐ Judge ☐ Magistrate
_____ upon the Plaintiff's Complaint for Divorce without 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. Check all that apply:

- ☐ 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/were 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 child(ren):
☐ There is/are no child(ren) expected from this marriage or relationship.
☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
☐ There is/are no child(ren) from this marriage or relationship.
☐ The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under a 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 |
|---------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- G. Select one:
☐ Neither the Plaintiff nor the Defendant is in the military service of the United States.
☐ The ☐ Plaintiff and/or the ☐ Defendant is in the military service of the United States and the service did not impact the ability to defend this action.
- H. The ☐ Plaintiff and/or the ☐ 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.
- I. The parties that appeared have no additional knowledge of any other property and debts of any

kind in which either party has an interest.

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

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

L. 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: _____

M. 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 Spouse 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 ☐ 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: _____

- 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. This includes, but is 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 to make 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: DEBTS**.

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 (select one):

- ☐ The spousal support payment shall be made directly to the ☐ Plaintiff ☐ Defendant.
- ☐ 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 the party's place of employment.

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

☐ The spousal support paid shall be deducted from income to 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: OTHER ORDERS

SEVENTH: 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): _____

EIGHTH: 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 COURT OF COMMON PLEAS

Division
COUNTY, OHIO

_____	:	
Plaintiff	:	Case No. _____
_____	:	
Street Address	:	
_____	:	Judge _____
City, State and Zip Code	:	
	:	
vs.	:	Magistrate _____
	:	
_____	:	
Defendant	:	
_____	:	
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. Check all that apply:
- ☐ 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/were 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 child(ren):
☐ There is/are no child(ren) expected from this marriage or relationship.
☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
☐ There is/are no child(ren) from this marriage or relationship.
☐ The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (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

☐ Plaintiff is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

☐ Defendant is not the parent 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 the service did not impact the 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 Spouse 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: _____

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: DEBTS**.

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 the party's 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:

☐ Plaintiff shall be the residential parent and legal custodian of the following minor child(ren):

☐ Defendant shall be the residential parent and legal custodian of the following minor child(ren):

☐ Plaintiff ☐ Defendant 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 cellular 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 cellular 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:

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:

SEVENTH: 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: ☐ Plaintiff ☐ Defendant ☐ Both parents. ☐ Plaintiff ☐ Defendant
☐ Both parents shall provide private health insurance coverage for the benefit of the child(ren).
 2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐ Plaintiff's ☐ Defendant'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, the party 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 Plaintiff for the following child(ren): _____

The first \$100 per child per year of uninsured expenses shall be paid by the Defendant 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), ☐ Plaintiff ☐ Defendant, the Obligor, shall pay child support in the amount of \$_____ per child per month, for _____ (number) 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), ☐ Plaintiff ☐ Defendant, 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) child(ren)
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 Child Support Enforcement Agency (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 or 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 18th 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 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 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 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 the Obligor's 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 the Obligor's 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 Plaintiff 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 the Plaintiff is substantially current in any child support the Plaintiff is required to pay as of December 31 of the tax year in question: _____

☐ The Defendant 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 the Defendant is substantially current in any child support the Defendant 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 COURT OF COMMON PLEAS

Division
COUNTY, OHIO

_____	:	
Name	:	Case No. _____
_____	:	
Street Address	:	
_____	:	Judge _____
City, State and Zip Code	:	
Petitioner 1	:	
	:	Magistrate _____
and	:	
_____	:	
Name	:	
_____	:	
Street Address	:	
_____	:	
City, State and Zip Code	:	
Petitioner 2	:	

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 16) and either a Shared Parenting Plan (Uniform Domestic Relations Form 17) or a Parenting Plan (Uniform Domestic Relations Form 18), if applicable, must be filed with this Petition.

**PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS ☐ WITH CHILDREN ☐ WITHOUT CHILDREN**

The Petitioners, _____ (my name) and
_____ (spouse's name), say as follows:

1. ☐ _____ (my name) ☐ _____ (spouse's name)
☐ Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. ☐ _____ (my name) ☐ _____ (spouse's name)
☐ Both parties has/have been (a) resident(s) of _____ County for at least 90 days
immediately before the filing of this Petition.
3. The Petitioners were married to one another on _____ (date of marriage) in

_____ (city or county, and state).

4. Check all that apply:

- ☐ There is/are no child(ren) expected from this marriage or relationship.
- ☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is:_____.
- ☐ There is/are no child(ren) from this marriage or relationship.
- ☐ The Petitioners are parents of _____ (number) child(ren) from this marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) of 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
_____	_____
_____	_____
_____	_____

- ☐ I am not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

- ☐ My Spouse is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that issued the custody or parenting order): _____

6. ☐ The Petitioners have entered into a Separation Agreement which is attached.
If Petitioners have (a) minor child(ren) (select one):
- ☐ The Petitioners have agreed to a Parenting Plan which is attached.
- ☐ The Petitioners have agreed to a Shared Parenting Plan which is attached.

7. The Petitioners further say as follows:

- ☐ We are both over 18 years of age.
- ☐ We are not under any legal disability.

- ☐ We waive all rights to receive summons for the dissolution action through the Clerk of Courts.
☐ We have read this Petition and voluntarily ask this Court to dissolve the marriage.

8. ☐ The Petitioner _____ requests to be restored
to the former name of: _____

The Petitioners request the Court for a Decree of Dissolution of their marriage pursuant to the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

My Signature

My Spouse's Signature

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Petitioner 1

Case No.

Street Address

Judge

City, State and Zip Code

and

Magistrate

Petitioner 2

Street Address

City, State and Zip Code

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE

☐ WITH CHILDREN ☐ WITHOUT CHILDREN

This matter came on for hearing on _____ before ☐ Judge ☐ Magistrate

_____, upon the Petition for Dissolution of Marriage filed on _____.

Present at the hearing were the following persons: _____

FINDINGS

1. At the time of the filing of the Petition, ☐ _____ (my name)
☐ _____ (my Spouse's name)
☐ Both parties was/were a) resident(s) of the State of Ohio for at least six months.
2. ☐ _____ (my name)
☐ _____ (my Spouse's name)
☐ Both parties was/were (a) resident(s) of _____ County for at least 90 days immediately before the filing of the Petition.
3. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state).

4. Check all that apply regarding child(ren):

- ☐ There is/are no child(ren) expected from this marriage or relationship.
- ☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
- ☐ There is/are no child(ren) from this marriage or relationship.
- ☐ The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are now 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
_____	_____
_____	_____
_____	_____

- ☐ _____ (other parent's name) is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

- ☐ _____ (other parent's name) is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child with the Court that has issued the custody or parenting order): _____

6. Petitioner _____ requests to be restored to the former name of:

7. The parties personally appeared before this Court, and more than 30 and less than 90 days have elapsed after the filing of the Petition.

8. Upon examination under oath, the parties acknowledge that they have agreed on the ☐ Shared Parenting Plan or ☐ Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

9. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition, ☐ as modified on _____ and the parties are satisfied with the terms of the Separation Agreement and Plan and fully understand the same. Each

Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.

JUDGMENT

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

FIRST: DISSOLUTION GRANTED

The dissolution of marriage is granted. The Court approves the ☐ Separation Agreement
☐ Amended Separation Agreement ☐ Shared Parenting Plan ☐ Amended Shared Parenting Plan or
☐ Parenting Plan ☐ Amended Parenting Plan as submitted and releases the parties from the obligations of
their marriage except as set out in the attached ☐ Agreement and ☐ Plan, which is incorporated in this entry.

The parties shall fulfill each and every obligation imposed by the ☐ Agreement and ☐ Plan as submitted
and modified, if applicable. The Plan is approved and this entry shall constitute a Parenting Decree
under R.C. 3109.04(D).

☐ SECOND: NAME

Petitioner _____ is restored to the
prior name of: _____

☐ THIRD: OTHER _____

FOURTH: 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): _____

JUDGE

My Signature _____ (Name)

Your Signature _____ (Spouse's Name)

Attorney

Attorney

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff/Petitioner 1	:	Case No. _____
Street Address	:	
City, State and Zip Code	:	Judge _____
and	:	Magistrate _____
Plaintiff/Petitioner 2	:	
Street Address	:	
City, State and Zip Code	:	

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or you or the Spouse are/is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, _____, (name), and _____, (Spouse's name), state the following.

1. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state), and request that the termination of marriage be the date ☐ of final hearing or ☐ as specified: _____

2. The parties intend to live separate and apart.

3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.

4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. ☐ The parties do not own any real estate.

2. Marital Real Estate

- ☐ The parties owned real estate in one or both of their names and agree to award it as follows.
A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. ☐ Each party shall pay and hold the other harmless from any debt owing on real estate the party receives unless otherwise stated in this Agreement.

4. ☐ Other debt payment arrangements, including refinancing:

-
-
-

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV).
Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

1. ☐ The parties do not own any titled vehicle(s) in either party's name.
2. ☐ The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. ☐ The parties own titled vehicle(s) which has/have not been divided or transferred.
_____ (name) shall receive the following vehicle(s), free and clear of any claims from the _____ (Spouse's name): _____

_____ and _____ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the _____ (name): _____

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s)
The party receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: _____

C. Household Goods and Personal Property (select one):

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. ☐ The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. ☐ The parties have household goods and personal property which have not been divided.

_____ (name) shall have the following: _____

and _____ Spouse's name) shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property the party receives unless otherwise stated in this Agreement.

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. ☐ The parties do not have any financial accounts.
2. ☐ The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ The parties have financial accounts which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts: _____

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. ☐ The parties do not have any stocks, bonds, securities, or mutual funds.
2. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds the party receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. ☐ The parties do not have any business interests.
2. ☐ One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. ☐ One or both parties has/have business interests which have not been divided.

_____ (name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

and _____ (Spouse's name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

- G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. ☐ The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. ☐ The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. ☐ The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans received unless otherwise stated in this Agreement.

5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. ☐ The parties do not have any life insurance policy(ies) with a cash value.
2. ☐ The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. ☐ The parties' life insurance policy(ies) has/have not been divided.
_____ (name) shall receive the following policy(ies), free and clear of any claims of the _____ (Spouse's name):

and _____ (Spouse's name) shall receive the following policy(ies), free and clear of any claims of the _____ (name):

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

I. Other Property (select one):

1. ☐ The parties do not have any other property.

2. ☐ The property shall be awarded as follows:

Description of Property

To Be Kept By

<input type="checkbox"/>	_____
	(name)
<input type="checkbox"/>	_____
	(Spouse's name)
<input type="checkbox"/>	_____
	(Other)
<input type="checkbox"/>	_____
	(name)
<input type="checkbox"/>	_____
	(Spouse's name)
<input type="checkbox"/>	_____
	(Other)
<input type="checkbox"/>	_____
	(name)
<input type="checkbox"/>	_____
	(Spouse's name)
<input type="checkbox"/>	_____
	(Other)

3. Each party shall pay for and hold the other harmless from any debt owing on the property the party receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

☐ The parties do not have any debts.

☐ Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

☐ The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)

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 ☐ 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 and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

☐ Neither _____ (name) nor _____ (Spouse's name) shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

☐ _____ (name) ☐ _____ (Spouse's name) shall pay spousal support to _____ (Spouse's name) in the amount of \$ _____ per month plus 2% processing charge for a total of \$ _____ per month, commencing on _____ and due on the _____ day of the month. This spousal support shall continue ☐ indefinitely ☐ for a period of _____.

C. Method of Payment of Spousal Support (select one):

☐ If there are no child(ren), the spousal support payment shall be made directly to the _____ (name)
☐ _____ (Spouse's name).
☐ 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 the spouse's place of employment.

☐ 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.

D. 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): _____

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

- ☐ The spousal support paid shall be deducted from income to the person paying the support and included in income 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

☐ _____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

- ☐ The parties do not have child(ren) subject to the jurisdiction of the Court.
- ☐ The parties have minor child(ren) subject to the jurisdiction of the Court, and a ☐ Parenting Plan or ☐ Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.

My Signature

Spouse's Signature

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner 1

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner 2

Street Address

City, State and Zip Code

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, _____, "(name) Plaintiff/Petitioner 1",

and _____, "(name) Defendant/Petitioner 2", have

_____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/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 in 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 the parent's expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2'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

Plaintiff/Petitioner 1 shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): _____

Defendant/Petitioner 2 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:

☐ Plaintiff/Petitioner 1 is authorized to change school placement of the following child(ren): _____

☐ Defendant/Petitioner 2 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

Plaintiff/Petitioner 1 shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): _____

Defendant/Petitioner 2 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 the parent's parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during the parent's 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

Plaintiff's/Petitioner 1's current home address and telephone number, including cellular telephone number:

Defendant's/Petitioner 2'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: ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2's ☐ Both parents.
☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2's ☐ Both parents shall provide private health insurance coverage for the benefit of the child(ren).
 2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2'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, The parent 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 Plaintiff/Petitioner 1 _____ % by Defendant/Petitioner 2.
The first \$100 per child per year shall be paid by Defendant/Petitioner 2 for the following child(ren):

The first \$100 per child per year shall be paid by Plaintiff/Petitioner 1 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), ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2, Obligor, shall pay child support in the amount of \$_____ per child per month, for _____ (number) 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), ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2, 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) child(ren) 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 Child Support Enforcement Agency (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 children 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 18th 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 the Obligor's 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 the Obligor's 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 Plaintiff/Petitioner 1 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 Plaintiff is substantially current in any child support Plaintiff is required to pay as of December 31 of the tax year in question: _____

☐ The Defendant/Petitioner 2 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 Defendant is substantially current in any child support Defendant 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 (Plaintiff/Petitioner 1)

Your Signature (Defendant/Petitioner 2)

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner 1

Street Address

City, State and Zip Code

vs./and

Defendant/Petitioner 2

Street Address

City, State and Zip Code

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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>.

PARENTING PLAN

We, the parents, _____, " (name) Plaintiff/Petitioner 1", and _____, " (other parent's name) Defendant/Petitioner 2", have _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/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 Parenting Plan.

FIRST: PARENTS' RIGHTS

We, the parents, shall have, unless limited:

- A. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- B. The right to be notified in case of an injury to or illness of the minor child(ren).
- C. The right to inspect and receive the minor 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.
- D. The right to consult with school officials concerning the minor 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.
- E. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- F. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- G. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.

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

The parents 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. The notification shall include 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 minor child(ren)'s medical care needs and the residential parent 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 the parent's expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the residential parent's 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. Residential Parent and Legal Custodian

☐ Plaintiff/Petitioner 1 shall be the residential parent and legal custodian of the following child(ren):

☐ Defendant/Petitioner 2 shall be the residential parent and legal custodian of the following child(ren):

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule that 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. Transportation (select one):

☐ Each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during the parent's 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: _____

F. Current Address and Telephone Number

Plaintiff's/Petitioner 1's current home address and telephone number, including cellular telephone number:

Defendant's/Petitioner 2's current home address and telephone number, including cellular telephone number:

G. 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 non-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 the Court): _____

H. 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:

I. 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:

J. 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: _____

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: ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 ☐ Both parents.
☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 ☐ Both parents shall provide private health insurance coverage for the benefit of the child(ren).
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐ Plaintiff's/Petitioner 1's ☐ Defendant's/Petitioner 2'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, the parent 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:

_____ % by Plaintiff/Petitioner 1 _____ % by Defendant/Petitioner 2.

The first \$100 per child per year of uninsured expenses shall be paid by the residential parent.

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), ☐ Plaintiff/Petitioner 1
☐ Defendant/Petitioner 2, the Obligor, shall pay child support in the amount of \$ _____
per child per month, for _____ (number) of child(ren) for a total \$ _____
per month.

B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the child(ren), ☐ Plaintiff/Petitioner 1
☐ Defendant/Petitioner 2, 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 child support and cash medical support for _____ (number) of child(ren) 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 Child Support Enforcement Agency (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, and 3119.24 and shall be adjusted as follows: _____

☐ Special and unusual needs of the child(ren) as follows: _____

☐ Extraordinary obligations for minor 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 18th 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 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 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 the Obligor's 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 the Obligor's 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 Plaintiff/Petitioner 1 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 Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: _____

☐ The Defendant/Petitioner 2 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 Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 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).

SIXTH: MODIFICATION

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

SEVENTH: OTHER

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

Signature (Plaintiff/Petitioner 1)

Signature (Defendant/Petitioner 2)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner 1

Street Address

City, State and Zip Code

vs./and

Defendant/Petitioner 2

Street Address

City, State and Zip Code

:

:

:

:

:

:

:

:

:

:

:

Case No. _____

Judge _____

Magistrate _____

PARENTING JUDGMENT ENTRY

This case came before the Court on _____ for an Order allocating parental rights and responsibilities for the care of the following child(ren) (name and date of birth of each child):

Name of Child

Date of Birth

according to the ☐ Parenting Plan or ☐ Shared Parenting Plan attached.

The Court approves the Plan and incorporates it into this Judgment Entry.

A copy of this Judgment Entry shall be provided to the Child Support Enforcement Agency.

This Judgment Entry is effective on _____ .

Date

JUDGE

Signature (Plaintiff/Petitioner 1)

Signature (Defendant/Petitioner 2)

Attorney for Plaintiff/Petitioner 1

Attorney for Defendant/Petitioner 2

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff

Street Address

City, State and Zip Code

vs.

Defendant

Street Address

City, State and Zip Code

:

:

:

:

:

:

:

:

:

:

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Case No. _____

Judge _____

Magistrate _____

Instructions: This form is used to be legally recognized as the parent of the child, be named as the residential parent, or obtain visitation with the child(ren). The Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) and the Affidavit of Income and Expenses (Uniform Domestic Relations Form - Affidavit 1) must be filed with this Complaint.

**COMPLAINT FOR PARENTAGE,
ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY), AND
PARENTING TIME (COMPANIONSHIP AND VISITATION)**

1. I, _____ (name), am the Plaintiff and parent of
the following child(ren):

Name of Child

Date of Birth

2. Defendant, _____ is the parent of the child(ren).

3. The child(ren) has/have resided in _____ County, Ohio since _____
(date residence established) as set out in the Parenting Proceeding Affidavit (Uniform Domestic
Relations Form - Affidavit 3).

4. The parent-child relationship ☐ has ☐ has not (select one) been established. If it has been established, a copy of the order establishing the parent-child relationship is attached. A copy of the child(ren)'s birth certificate is also attached.

5. ☐ No court has issued an order about the following child(ren):

☐ The following Court has issued an order about the following child(ren):

6. I request that the Court (check all that apply):

☐ Name _____ (parent's name) as the parent of the child(ren) _____

_____ (child(ren)'s name).

☐ Correct the child(ren)'s birth certificate to indicate the child(ren)'s parent.

☐ Order genetic testing and determine the father of the child(ren).

☐ Name the ☐ Plaintiff ☐ Defendant (select one) as the residential parent and legal custodian of the child(ren).

☐ Grant reasonable parenting time (visitation) to the parent.

☐ Change the child(ren)'s name to _____

☐ Adopt the proposed Shared Parenting Plan for the child(ren) which is attached.

☐ Order the appropriate amount of child support for the child(ren), allocate the income tax dependency exemption for the child(ren), and determine who should provide health insurance coverage for the child(ren).

☐ Other (specify): _____

Your Signature

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

IN THE COURT OF COMMON PLEAS, _____ DIVISION
 _____ COUNTY

Order of Protection

Per R.C. 2151.34(F)(3) or 3113.31(F)(3),
 this Order is indexed at _____

LAW ENFORCEMENT AGENCY WHERE INDEXED

()
 PHONE NUMBER

Case No. _____

Judge/Magistrate _____

State

OHIO

**JUVENILE CIVIL PROTECTION ORDER OR JUVENILE
 DOMESTIC VIOLENCE CIVIL PROTECTION ORDER
EX PARTE (R.C. 2151.34 or 3113.31)**

PETITIONER:

--	--	--

First Middle Initial Last

v.

PERSON(S) PROTECTED BY THIS ORDER:

Petitioner: _____ DOB: _____

Petitioner's Family or Household Members:

☐ Additional forms attached

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

RESPONDENT:

--	--	--

First Middle Initial Last

Distinguishing Features: _____

RESPONDENT IDENTIFIERS

SEX	RACE	HT	WT
EYES	HAIR	DATE OF BIRTH	
		/ /	
DRIVER'S LIC. NO		EXP. DATE	STATE

(Violence Against Women Act, 18 U.S.C. 2265, Federal Full Faith & Credit Declaration: Registration of this Order is not required for enforcement.)

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter, and the Respondent will be provided with reasonable notice and opportunity to be heard within the time required by Ohio law. **Additional findings of this Order are set forth below.**

THE COURT HEREBY ORDERS:

That the above named Respondent be restrained from committing acts of abuse or threats of abuse against the Petitioner and other protected persons named in this Order. Additional terms of this Order are set forth below.

The terms of this Order shall be effective until _____ / _____ / _____

Respondent will attain 19 years of age on _____ / _____ / _____

**DATE CERTAIN – NO LATER
 THAN RESPONDENT ATTAINS 19
 YEARS OF AGE**

WARNING TO RESPONDENT: See the warning page attached to the front of this Order.

This proceeding came for an *ex parte* hearing on _____ / _____ / _____ (Respondent not being present), upon the filing of a Petition by Petitioner for a juvenile civil protection order or juvenile domestic violence civil protection order against the Respondent, pursuant to R.C. 2151.34 and 3113.31. The Court held an *ex parte* hearing in accordance with R.C. 2151.34(D)(1) and 3113.31(D)(1).

The Court finds that protected persons named herein are in immediate and present danger and for good cause shown, the following temporary orders are necessary to protect the persons named in this Order.

RESPONDENT SHALL NOT ABUSE, harm, attempt to harm, threaten, follow, stalk, harass, force sexual relations upon, or commit sexually oriented offenses against the protected persons named in this Order. [NCIC 01 and 02]

ALL OF THE PROVISIONS CHECKED BELOW ALSO APPLY TO THE RESPONDENT

- ☐ 1. **RESPONDENT SHALL NOT ENTER** the places indicated in this Order, including the buildings, grounds, and parking lots at those locations, except as specifically provided. [NCIC 04]

☐ **Residence:**

☐ **School:**

☐ **Business or Place of Employment:**

☐ **Other:**

- ☐ **RESPONDENT IS A MINOR AND WILL RESIDE** at the following address until the Court determines otherwise:

- ☐ 2. **RESPONDENT SHALL STAY AWAY FROM** the protected persons named in this Order or as follows [NCIC 04]:

- ☐ 3. **RESPONDENT IS ALLOWED CONTACT WITH** protected persons as follows:

- ☐ 4. **RESPONDENT SHALL NOT REMOVE, DAMAGE, HIDE, OR DISPOSE OF ANY PROPERTY OR PETS** owned or possessed by the protected persons named in this Order.

- ☐ **RESPONDENT MAY REMOVE THE FOLLOWING:**

- ☐ 5. **RESPONDENT SHALL NOT INITIATE OR HAVE ANY CONTACT** with the protected persons named in this Order. Contact includes, but is not limited to, landline, cordless, or cellular telephone; text; instant messaging; fax; e-mail; voice mail; delivery service; social network media; writings; blogging; electronic communications; or communications by any other means regardless if directly or through another person, and as follows: [NCIC 05]

- ☐ 6. **RESPONDENT SHALL NOT CAUSE OR ENCOURAGE ANY OTHER PERSON** to do any act prohibited by this Order.

- ☐ 7. **IT IS FURTHER ORDERED:** [NCIC 08]

8. **ALL DISCOVERY SHALL STRICTLY COMPLY** with Civ.R. 65.1(D).

9. **IT IS FURTHER ORDERED** that a copy of the Petition and this Order to be delivered to the Respondent and Respondent's parent, guardian, or legal custodian as required by Civ.R. 65.1. No costs or fees shall be charged for filing, issuing, registering, modifying, enforcing, dismissing, withdrawing, or serving this protection order.

10. **ALL OF THE TERMS OF THIS ORDER REMAIN IN FULL FORCE AND EFFECT UNTIL A DATE**
 _____ / _____ / _____ **OR UNTIL RESPONDENT ATTAINS 19 YEARS OF AGE.**

11. **SUBJECT TO FURTHER ORDER OF THIS COURT, this Order and all records of the proceeding**

shall be sealed upon the happening of the earliest of the following: (1) Dismissal of this Petition; (2) Expiration of the Order, **or** (3) Respondent's 19th birthday.

12. **RESPONDENT WILL ATTAIN** 19 years of age on: ____ / ____ / ____.

IT IS SO ORDERED.

JUDGE/MAGISTRATE

NOTICE TO RESPONDENT, PARENTS, GUARDIAN, OR LEGAL CUSTODIAN

1. **THE PERSONS PROTECTED BY THIS ORDER CANNOT GIVE YOU LEGAL PERMISSION TO CHANGE OR VIOLATE THIS ORDER. IF YOU VIOLATE ANY TERMS OF THIS ORDER EVEN WITH THE PROTECTED PERSON'S PERMISSION, YOU MAY BE ARRESTED. ONLY THE COURT CAN CHANGE THIS ORDER. YOU ACT AT YOUR OWN RISK IF YOU DISREGARD THIS WARNING.**
2. **RESPONDENT SHALL NOT POSSESS, USE, CARRY, OR OBTAIN ANY DEADLY WEAPON** at any time while this Order is active.

A FULL HEARING on this Order, and all other issues raised by the Petition, shall be held before Judge/Magistrate _____

on ____ / ____ / ____
at ____ ☐ a.m. ☐ p.m. at the following location:

TO THE CLERK

COPIES OF THIS ORDER SHALL BE DELIVERED TO:

- ☐ Petitioner ☐ Attorney for Petitioner
- ☐ Petitioner's Parent 1: _____
- ☐ Petitioner's Parent 2: _____
- ☐ Petitioner's Guardian or Legal Custodian: _____
- ☐ Respondent
- ☐ Respondent's Parent 1: _____
- ☐ Respondent's Parent 2: _____
- ☐ Respondent's Guardian or Legal Custodian: _____
- ☐ Police Department Where Petitioner Resides: _____
- ☐ Police Department Where Petitioner Works: _____
- ☐ Sheriff's Office: _____
- ☐ School: _____
- ☐ Police Department Where School is Located: _____
- ☐ Other: _____

IN THE COURT OF COMMON PLEAS, _____ DIVISION
 _____ COUNTY

Order of Protection

Per R.C. 2151.34(F)(3), this Order is indexed
 at _____

 LAW ENFORCEMENT AGENCY WHERE INDEXED

()
 PHONE NUMBER

Case No. _____

Judge/Magistrate _____

State

OHIO

**JUVENILE CIVIL PROTECTION ORDER FULL HEARING
 (R.C. 2151.34)**

PETITIONER:

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First Middle Initial Last

v.

PERSON(S) PROTECTED BY THIS ORDER:

Petitioner: _____ DOB: _____

Petitioner's Family or Household Members:

(☐ Additional forms attached)

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

RESPONDENT:

--	--	--

First Middle Initial Last

Distinguishing Features: _____

RESPONDENT IDENTIFIERS

SEX	RACE	HT	WT
EYES	HAIR	DATE OF BIRTH	
DRIVER'S LIC. NO		EXP. DATE	STATE

(Violence Against Women Act, 18 U.S.C. 2265, Federal Full Faith & Credit Declaration: Registration of this Order is not required for enforcement.)

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter, and the Respondent will be provided with reasonable notice and opportunity to be heard within the time required by Ohio law. **Additional findings of this Order are set forth below.**

THE COURT HEREBY ORDERS:

That the above named Respondent be restrained from committing acts of abuse or threats of abuse against the Petitioner and other protected persons named in this Order. Additional terms of this Order are set forth below.

The terms of this Order shall be effective until _____ / _____ / _____

Respondent will attain 19 years of age on _____ / _____ / _____

**DATE CERTAIN – NO LATER
 THAN RESPONDENT ATTAINS 19
 YEARS OF AGE**

WARNING TO RESPONDENT: See the warning page attached to the front of this Order.

This proceeding came for a hearing on _____ / _____ / _____ before the Court and the
 Juvenile Civil Protection Order *Ex Parte* filed on _____ / _____ / _____ in accordance with R.C.
 2151.34. The following individuals were present:

The Court hereby makes the following findings of facts:

☐ The Court finds by a preponderance of the evidence that 1) the Petitioner and/or the Petitioner's family or household members are in danger of being or have been harmed by the Respondent as defined in R.C. 2903.11, 2903.12, 2903.13, 2903.21, 2903.211, 2903.22, 2911.211, and 2950.01; and 2) the following orders are equitable, fair, and necessary to protect the persons named in this Order from offenses of violence.

☐ The Court finds by clear and convincing evidence that 1) the Petitioner or Petitioner's family or household members reasonably believed the Respondent's conduct before the filing of the Petition endangered the health, welfare, or safety of the Petitioner or Petitioner's family or household members, 2) the Respondent presents a continuing danger to the Petitioner or Petitioner's family or household members, and 3) the following orders are equitable, fair, and necessary to protect the persons named in this Order. This finding is necessary for electronic monitoring of the Respondent.

RESPONDENT SHALL NOT ABUSE, harm, attempt to harm, threaten, follow, stalk, harass, force sexual relations upon, or commit sexually oriented offenses against the protected persons named in this Order. [NCIC 01 and 02]

ALL OF THE PROVISIONS CHECKED BELOW ALSO APPLY TO THE RESPONDENT

☐ **1. RESPONDENT SHALL NOT ENTER** the places indicated in this Order, including the buildings, grounds, and parking lots at those locations, except as specifically provided. [NCIC 04]

☐ **Residence:**

☐ **School:**

☐ **Business or Place of Employment:**

☐ **Other:**

☐ **RESPONDENT IS A MINOR AND WILL RESIDE** at the following address until the Court determines otherwise:

☐ **2. RESPONDENT SHALL STAY AWAY FROM** the protected persons named in this Order or as follows [NCIC 04]:

☐ **3. RESPONDENT IS ALLOWED CONTACT** with the protected persons as follows:

☐ **4. RESPONDENT SHALL NOT REMOVE, DAMAGE, HIDE, OR DISPOSE OF ANY PROPERTY OR PETS** owned or possessed by the protected persons named in this Order.

☐ **RESPONDENT MAY REMOVE THE FOLLOWING:**

☐ **5. RESPONDENT SHALL NOT INITIATE OR HAVE ANY CONTACT** with the protected persons named in this Order. Contact includes, but is not limited to, landline, cordless, or cellular telephone; text; instant messaging; fax; e-mail; voice mail; delivery service; social network media; writings; blogging; electronic communications; or communications by any other means regardless if directly or through another person, and as follows: [NCIC 05]

☐ **6. RESPONDENT SHALL NOT CAUSE OR ENCOURAGE ANY OTHER PERSON** to do any act prohibited by this Order.

☐ **7. RESPONDENT SHALL COMPLETE THE FOLLOWING COUNSELING PROGRAM:**

Respondent shall contact this program within _____ days after receiving this Order and immediately arrange for an initial appointment. The program is requested to provide the Court a written notice when the Respondent attends the initial appointment, if the Respondent fails to attend or is discharged, and when the Respondent completes the program. The Respondent is required to sign all

necessary waivers to allow the Court to receive information from the program.

Respondent is ordered to appear before Judge or Magistrate _____

on _____ / _____ / _____ at _____ ☐ a.m. ☐ p.m., to review the

Respondent's compliance with this Order. Respondent is warned: If you fail to attend the above-named program you may be held in contempt of court.

- 8. RESPONDENT SHALL NOT POSSESS, USE, CARRY, OR OBTAIN ANY DEADLY WEAPON** while this Order remains in effect.

- ☐ **9. RESPONDENT SHALL BE ELECTRONICALLY MONITORED.** The Court having found the factors set forth in R.C. 2151.34(E)(1)(b). The Respondent is ordered to report to

_____ for the installation of a global positioning system for the purpose of electronic monitoring for the duration of this Order or until _____ / _____ / _____ whichever expires first.

The Court further imposes the following terms and conditions:

- ☐ **10. IT IS FURTHER ORDERED: [NCIC 08]**

- 11. IT IS FURTHER ORDERED** that a copy of the Petition and this Order to be delivered to the Respondent and Respondent's parent, guardian, or legal custodian as required by Civ.R. 65.1. No costs or fees shall be charged for filing, issuing, registering, modifying, enforcing, dismissing, withdrawing, or serving this Order.

- 12. ALL OF THE TERMS OF THIS ORDER REMAIN IN FULL FORCE AND EFFECT UNTIL A DATE** _____ / _____ / _____ **OR UNTIL RESPONDENT ATTAINS 19 YEARS OF AGE.**

Until this Order is served upon the Respondent pursuant to Civ. R. 65.1, the *Ex Parte* CPO remains in effect.

- 13. THE COURT WILL SEAL THIS RECORD ON THE RESPONDENT'S 19TH BIRTHDAY**, unless the Court determines otherwise.

- 14. RESPONDENT WILL ATTAIN 19 years of age on:** _____ / _____ / _____.

- 15. IF THE FULL HEARING PROCEEDING WAS REFERRED TO A MAGISTRATE**, the Court has reviewed the magistrate's granting of this Order and finds no error of law or other defect evident on the

face of the Order. Accordingly, the Court adopts the magistrate's granting of the Order.

IT IS SO ORDERED.

MAGISTRATE

JUDGE

NOTICE TO RESPONDENT, PARENTS, GUARDIAN, OR LEGAL CUSTODIAN

THE PERSONS PROTECTED BY THIS ORDER CANNOT GIVE YOU LEGAL PERMISSION TO CHANGE OR VIOLATE THIS ORDER. IF YOU VIOLATE ANY TERMS OF THIS ORDER EVEN WITH THE PROTECTED PERSON'S PERMISSION, YOU MAY BE ARRESTED. ONLY THE COURT CAN CHANGE THIS ORDER. YOU ACT AT YOUR OWN RISK IF YOU DISREGARD THIS WARNING.

NOTICE OF FINAL APPEALABLE ORDER

Copies of this Order, which is a final appealable Order, were mailed by ordinary U.S. mail served on the parties pursuant to Civ.R. 65.1(C)(3) on the a following date:

_____/_____/_____.

By: _____

TO THE CLERK

COPIES OF THIS ORDER SHALL BE DELIVERED TO:

- ☐ Petitioner ☐ Attorney for Petitioner
- ☐ Petitioner's Parent 1: _____
- ☐ Petitioner's Parent 2: _____
- ☐ Petitioner's Guardian or Legal Custodian: _____
- ☐ Respondent
- ☐ Respondent's Parent 1: _____
- ☐ Respondent's Parent 2: _____
- ☐ Respondent's Guardian or Legal Custodian: _____
- ☐ Police Department Where Petitioner Resides: _____
- ☐ Police Department Where Petitioner Works: _____
- ☐ Sheriff's Office: _____
- ☐ School: _____
- ☐ Police Department Where School is Located: _____
- ☐ Other: _____

IN THE COURT OF COMMON PLEAS, _____ DIVISION
 _____ COUNTY

Order of Protection

Per R.C. 3113.31(F)(3), this Order is indexed
 at _____

 LAW ENFORCEMENT AGENCY WHERE INDEXED

(_____) _____

PHONE NUMBER

Case No. _____

Judge/Magistrate _____

State

OHIO

☐ JUVENILE DOMESTIC VIOLENCE CIVIL
 PROTECTION ORDER FULL HEARING (R.C. 3113.31)

☐ JUVENILE DOMESTIC VIOLENCE CONSENT
 AGREEMENT CIVIL PROTECTION ORDER (R.C. 3113.31)

PETITIONER:

--	--	--

First

Middle Initial

Last

v.

PERSON(S) PROTECTED BY THIS ORDER:

Petitioner: _____ DOB: _____

Petitioner's Family or Household Members: _____

(☐ Additional forms attached)

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

_____ DOB: _____

RESPONDENT:

--	--	--

First

Middle Initial

Last

Distinguishing Features: _____

RESPONDENT IDENTIFIERS

SEX	RACE	HT	WT
EYES	HAIR	DATE OF BIRTH	
		/ /	
DRIVER'S LIC. NO		EXP. DATE	STATE

(Violence Against Women Act, 18 U.S.C. 2265, Federal Full Faith & Credit Declaration: Registration of this Order is not required for enforcement.)

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter, and the Respondent will be provided with reasonable notice and opportunity to be heard within the time required by Ohio law. **Additional findings of this Order are set forth below.**

THE COURT HEREBY ORDERS:

That the above named Respondent be restrained from committing acts of abuse or threats of abuse against the Petitioner and other protected persons named in this Order. Additional terms of this Order are set forth below.

The terms of this Order shall be effective
 until _____ / _____ / _____

Respondent will attain 19 years of age
 on _____ / _____ / _____

**DATE CERTAIN – NO LATER
 THAN RESPONDENT ATTAINS 19
 YEARS OF AGE**

WARNING TO RESPONDENT: See the warning page attached to the front of this Order.

This proceeding came for a hearing on _____ / _____ / _____ before the Court and the
Ex Parte Order filed on _____ / _____ / _____. The following individuals were present:

The Court hereby makes the following findings of facts:

☐ The Court finds by a preponderance of the evidence that 1) the Petitioner and/or the Petitioner's family or household members are in danger of being or have been a victim of domestic violence or sexually oriented offenses, as defined in R.C. 3113.31(A), committed by the Respondent; and 2) the following orders are equitable, fair, and necessary to protect the persons named in this Order from offenses of violence.

☐ The parties agree to waive their notice and hearing rights. Therefore, the Court approves the Juvenile Domestic Violence Consent Agreement Protection Order pursuant to R. C. 3113.31(E)(1).

RESPONDENT SHALL NOT ABUSE, harm, attempt to harm, threaten, follow, stalk, harass, force sexual relations upon, or commit sexually oriented offenses against the protected persons named in this Order. [NCIC 01 and 02]

ALL OF THE PROVISIONS CHECKED BELOW ALSO APPLY TO THE RESPONDENT

☐ 1. **RESPONDENT SHALL IMMEDIATELY VACATE** the following residence:

☐ 2. **RESPONDENT IS A MINOR AND WILL RESIDE** at the following address until the Court determines otherwise:

☐ 3. **RESPONDENT SHALL NOT INTERFERE WITH THE PROTECTED PERSONS RIGHT** to occupy the residence, including, but not limited to canceling utilities or insurance or interrupting telephone service, mail delivery, or the delivery of any other documents or items. [NCIC 03]

☐ 4. **RESPONDENT SHALL NOT ENTER** the places indicated in this Order, including the buildings, grounds, and parking lots at those locations, except as specifically provided. [NCIC 04]

☐ **Residence:**

☐ **School:**

☐ **Business or Place of Employment:**

☐ **Other:**

☐ **5. RESPONDENT SHALL STAY AWAY FROM** the protected persons named in this Order or as follows [NCIC 04]:

☐ **6. RESPONDENT SHALL NOT REMOVE, DAMAGE, HIDE, OR DISPOSE OF ANY PROPERTY OR PETS** owned or possessed by the protected persons named in this Order.

☐ **7. RESPONDENT SHALL NOT INITIATE OR HAVE ANY CONTACT** with the protected persons named in this Order. Contact includes, but is not limited to, landline, cordless, or cellular telephone; text; instant messaging; fax; e-mail; voice mail; delivery service; social network media; writings; blogging; electronic communications; or communications by any other means regardless if directly or through another person, and as follows: [NCIC 05]

☐ **8. RESPONDENT SHALL NOT CAUSE OR ENCOURAGE ANY OTHER PERSON** to do any act prohibited by this Order.

☐ **9. RESPONDENT IS ALLOWED CONTACT** with the protected persons as follows:

☐ **10. RESPONDENT MAY PICK UP CLOTHING** and personal items effects from the above residence only in the company of a uniformed law enforcement officer or _____ within _____ days of the filing of this Order. Arrangements may be made by contacting:

- ☐ 11. **RESPONDENT SHALL IMMEDIATELY SURRENDER** to law enforcement or

the following personal property:

- ☐ 12. **RESPONDENT SHALL COMPLETE THE FOLLOWING COUNSELING PROGRAM:**

Respondent shall contact this program within _____ days after receiving this Order and immediately arrange for an initial appointment. The program is requested to provide the Court a written notice when the Respondent attends the initial appointment, if the Respondent fails to attend or is discharged, and when the Respondent completes the program. The Respondent is required to sign all necessary waivers to allow the Court to receive information from the program.

Respondent is ordered to appear before Judge/Magistrate _____ on _____ / _____ / _____ at _____ ☐ a.m. ☐ p.m. to review Respondent's compliance with this Order. Respondent is warned: If you fail to attend the above-named program you may be held in contempt of court.

- ☐ 13. **RESPONDENT SHALL NOT POSSESS, USE, CARRY, OR OBTAIN ANY DEADLY WEAPON** while this Order remains in effect.

- ☐ 14. **IT IS FURTHER ORDERED:** [NCIC 08]

15. **IT IS FURTHER ORDERED** that a copy of the Petition and this Order be delivered to the Respondent and Respondent's parent, guardian, or legal custodian as required by Civ.R. 65.1. No costs or fees shall be charged for filing, issuing, registering, modifying, enforcing, dismissing, withdrawing, or serving this Order.

16. **ALL OF THE TERMS OF THIS ORDER REMAIN IN FULL FORCE AND EFFECT UNTIL A DATE _____ / _____ / _____ OR UNTIL RESPONDENT ATTAINS 19 YEARS OF AGE.**
Until this Order is served upon the Respondent pursuant to Civ. R. 65.1, the *Ex Parte* CPO remains in effect.

17. **THE COURT WILL SEAL THIS RECORD ON THE RESPONDENT'S 19TH BIRTHDAY**, unless the Court determines otherwise.

18. **RESPONDENT WILL ATTAIN 19 years of age on:** _____ / _____ / _____.

19. **IF THE FULL HEARING PROCEEDING WAS REFERRED TO A MAGISTRATE**, the Court has reviewed the magistrate's granting of this Order and finds no error of law or other defect evident on the face of the Order. Accordingly, the Court adopts the magistrate's granting of the Order.

IT IS SO ORDERED.

MAGISTRATE_____
JUDGE**NOTICE TO RESPONDENT, PARENTS, GUARDIAN, OR LEGAL CUSTODIAN**

THE PERSONS PROTECTED BY THIS ORDER CANNOT GIVE YOU LEGAL PERMISSION TO CHANGE OR VIOLATE THIS ORDER. IF YOU VIOLATE ANY TERMS OF THIS ORDER EVEN WITH THE PROTECTED PERSON'S PERMISSION, YOU MAY BE ARRESTED. ONLY THE COURT CAN CHANGE THIS ORDER. YOU ACT AT YOUR OWN RISK IF YOU DISREGARD THIS WARNING.

I have read this Consent Agreement and agree to its terms.

I have read this Consent Agreement and agree to its terms.

SIGNATURE OF PETITIONER_____
SIGNATURE OF RESPONDENT_____
Address of Petitioner_____
Address of Respondent_____
Signature of Attorney for Petitioner_____
Signature of Attorney for Respondent_____
Address of Attorney for Petitioner_____
Address of Attorney for Respondent

NOTICE OF FINAL APPEALABLE ORDER

Copies of this Order, which is a final appealable Order, were mailed by ordinary U.S. mail served on the parties pursuant to Civ.R. 65.1(C)(3) on the following date:

_____/_____/_____.

TO THE CLERK**COPIES OF THIS ORDER SHALL BE DELIVERED TO:**

- ☐ Petitioner ☐ Attorney for Petitioner
- ☐ Petitioner's Parent 1: _____
- ☐ Petitioner's Parent 2: _____
- ☐ Petitioner's Guardian or Legal Custodian: _____
- ☐ Respondent
- ☐ Respondent's Parent 1: _____
- ☐ Respondent's Parent 2: _____
- ☐ Respondent's Guardian or Legal Custodian: _____
- ☐ Police Department Where Petitioner Resides: _____
- ☐ Police Department Where Petitioner Works: _____
- ☐ Sheriff's Office: _____
- ☐ School: _____
- ☐ Police Department Where School is Located: _____
- ☐ CSEA: _____
- ☐ Other: _____

PROBATE COURT OF _____ COUNTY, OHIO

IN THE MATTER OF THE GUARDIANSHIP OF _____

CASE NO. _____

GUARDIAN'S BOND

[R.C. 2109.04(A)(1)]

Amount of this bond \$ _____

The undersigned principal, and sureties if any, are obligated to the State of Ohio in the above amount, for payment of which we bind ourselves and our successors, heirs, executors, and administrators, jointly and severally.

The principal has accepted in writing the duties of fiduciary in ward's estate, including those imposed by law and such additional duties as may be required by the Court.

This obligation is void if the principal performs such duties as required.

This obligation remains in force if the principal fails to perform such duties, or performs them tardily, negligently, or improperly, or if the principal misuses or misappropriates estate assets or improperly converts them to the principal's own use or the use of another.

[Check if personal sureties are involved.] ☐ The sureties certify that each of them owns real estate in this county, with a reasonable net value as stated below.

Date

Principal

Surety

Surety

by _____
Attorney in Fact

by _____
Attorney in Fact

Typed or Printed Name

Typed or Printed Name

Address

Address

Net value of real estate owned in this county

Net value of real estate owned in this county

\$ _____

\$ _____

PROBATE COURT OF _____ COUNTY, OHIO

IN THE MATTER OF THE GUARDIANSHIP OF _____

CASE NO. _____

**NOTICE OF HEARING FOR APPOINTMENT
OF GUARDIAN OF MINOR**

To Minor Over Age 14
[R.C. 2111.04]

To _____

Address _____

You are hereby notified that an application was filed in the Court by _____

_____ for the appointment of a (limited) guardian for your (person and estate).

A minor over the age of fourteen years may select a guardian who shall be appointed if a suitable person. If such minor fails to select a suitable person, an appointment may be made without reference to the minor's wishes.

The application will be for hearing before the Probate Court in _____

_____ on the _____ day of _____, 20____ at _____ o'clock _____.M.

If you are over age 14 and fail to appear in said Court on or before the time of hearing and select some suitable person to act as your guardian, the Court will appoint a guardian for you, if a guardian is found necessary.

Witness my signature and the seal of the Court,

this _____ day of _____, 20____

Probate Judge

By: _____
Deputy Clerk

CASE NO. _____

RETURN

_____, County, Ohio
_____, 20____

Received this writ on the _____ day of _____, 20____, at _____ o'clock
____.M., and on the _____ day of _____, 20____, I served the same by
delivering a true copy thereof personally to _____

_____ Fees _____

Service and return, 1st name \$ _____

_____ Additional names, at _____

_____ Miles traveled, at _____

Sheriff

Total \$ _____

AFFIDAVIT OF SERVICE

The State of Ohio, _____ County.

_____, being first duly sworn, says that on the
_____ day of _____, 20____, the within notice was served by delivering a true
copy thereof personally to _____

Sworn to before me and signed in my presence, this _____ day of _____, 20____

PROBATE COURT OF _____ COUNTY, OHIO

IN THE MATTER OF THE GUARDIANSHIP OF _____

CASE NO. _____

**NOTICE OF HEARING FOR APPOINTMENT
OF GUARDIAN OF ALLEGED INCOMPETENT PERSON**

To Spouse and Known Next of Kin
[R.C. 2111.04]

To _____

Address _____

To _____

Address _____

To _____

Address _____

next of kin of _____ known to reside in this state.

You are hereby notified that on the _____ day of _____, 20____,

_____ filed in the Court an application for the appointment

of a (limited) guardian of the (person and estate) of _____, an alleged
incompetent.

The application will be for hearing before the Probate Court in _____

_____, on the _____ day of _____, 20____, at

_____ o'clock _____ M.

Witness my signature and the seal of the Court,

this _____ day of _____, 20____

(Seal)

Probate Judge

By: _____
Deputy Clerk

CASE NO. _____

RETURN

Received this writ on the _____ day of _____, 20____, at _____ o'clock _____.M.
_____ County, Ohio
_____, 20____

and on the _____ day of _____, 20____, I served the same by (insert, "delivering",
"leaving", or "sending") _____ a true copy thereof (insert, "personally to", "at the
Usual place of residence", or "by certified mail to the last known address of") _____

_____ Fees _____

Service and return, 1st name \$ _____

_____ Additional names, at _____

_____ Miles traveled, at _____

Total \$ _____

Sheriff

Deputy

AFFIDAVIT OF SERVICE

The State of Ohio, _____ County.

_____, being first duly sworn, says that on the
_____ day of _____, 20____, the within notice was served by
delivering a true copy thereof personally to _____

Sworn to before me and signed in my presence, this _____ day of _____, 20____

PROBATE COURT OF _____ COUNTY, OHIO
_____, JUDGE

IN RE: CHANGE OF NAME OF _____
(Present Name)
TO _____
(Name Requested)
CASE NO. _____

APPLICATION FOR CHANGE OF NAME OF MINOR
[R.C. 2717.01]

The applicant states that the applicant is the ☐ parent ☐ legal guardian ☐ guardian ad litem of the minor and that the minor has been a bona fide resident of _____ County, Ohio, for at least one year immediately prior to the filing of this application.

A certified copy of the minor's birth certificate is attached.

☐ The applicant states that the name and address of Parent 1 of the minor is:

Name

Address

City Zip

☐ and the name and address of ☐ Parent 2 or ☐ alleged father of the minor is:

Name

Address

City Zip

☐ Applicant states that the address of ☐ Parent 1 ☐ Parent 2 ☐ or alleged father is unknown and cannot with reasonable diligence be ascertained.

☐ There is no person alleged to be the father of the minor.

The applicant states that the person for whom a change of name is being requested

- 1) _____ ☐ has ☐ has not been convicted of, pleaded guilty to, or been adjudicated a
Initials delinquent child for identity fraud.
- 2) _____ ☐ has a ☐ has no duty to comply with R.C. 2950.04 or R.C. 2950.041 because the
Initials applicant was convicted of, pled guilty to, or was adjudicated a delinquent child for having committed a sexually oriented offense or a child-victim oriented offense.

CASE NO. _____

☐ The applicant requests a change of name of the minor from _____
to _____
for the following reason: _____

The applicant states that the applicant will cause notice of the application to be published once in a newspaper of general circulation in this county at least thirty (30) days before the hearing on this application. In addition, notice will be given by the applicant to any non-consenting parent or alleged parent, whose addresses are known, by certified mail, return receipt requested.

Attorney for Applicant

Applicant's Signature

Typed or Printed Name

Typed or Printed Name

Address

Address

City State Zip

City State Zip

Telephone Number (include area code)

Telephone Number (include area code)

Attorney Registration No.

JOURNAL ENTRY SETTING HEARING AND ORDERING NOTICE

The Court orders this application set for hearing on the _____ day of _____,
_____, at _____ o'clock _____.m. The applicant is ordered to cause notice of the
application to be given by one publication in a newspaper of general circulation in this county at least thirty
(30) days prior to the hearing date, as well as certified mail service, return receipt requested, if necessary,
as required by law.

Probate Judge

By: _____
Deputy Clerk

PROBATE COURT OF _____ COUNTY, OHIO

IN RE: CHANGE OF NAME OF _____
(Present Name)

TO _____
(Name Requested)

CASE NO. _____

JUDGMENT ENTRY - CHANGE OF NAME OF MINOR

On _____ an application for change of name was heard by this Court. The Court finds that proper notice of the application and hearing date was given by one publication in a newspaper of general circulation in this county at least thirty days prior to the hearing on the application and proper notice was given to the legal parents, known parent, or alleged parent, as required by law. The Court further finds that reasonable and proper cause exists for changing the name and the name change is in the best interest of the minor.

The Court finds the minor's complete name at birth was _____, the minor's date of birth was _____, and the place of birth was _____

City

County

State

Therefore, it is **ORDERED** the name of _____
be changed to _____

Probate Judge

CERTIFICATION OF JUDGMENT ENTRY

The above Judgment Entry - Change of Name of Minor is a true copy of the original kept by me as custodian of the records of this Court.

Probate Judge/Clerk

By _____
Deputy Clerk

Date

PROBATE COURT OF _____ COUNTY, OHIO

IN RE: CHANGE OF NAME OF _____
(Present Name)

TO _____
(Name Requested)

CASE NO. _____

CONSENT TO CHANGE OF NAME

The undersigned _____

[check one of the following 2 capacities by which your consent is given]

☐ Parent

☐ Alleged Father

hereby waives notice of the hearing on the Application for Change of Name and consents to the change of name of

to _____

as proposed in the Application.

Sworn to before me and signed in my presence this _____ day of _____, 20_____.

Deputy Clerk/Notary Public