

**PROPOSED 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**

Comments Requested: The Supreme Court of Ohio will accept public comments until December 10, 2015, on the following proposed amendments to the Supreme Court Rules for the Government of the Bar of Ohio, the Ohio Rules of Professional Conduct, and the Rules of Superintendence for the Courts of Ohio, and the Ohio Rules of Civil Procedure.

Comments on the proposed amendments should be submitted in writing to: John VanNorman, Senior Policy and Research Counsel, Supreme Court of Ohio, 65 South Front Street, 7th Floor, Columbus, Ohio 43215-3431, or john.vannorman@sc.ohio.gov not later than December 10, 2015. Please include your full name and mailing address in any comments submitted by e-mail.

Key to Proposed Amendment:

1. Existing language appears in regular type. Example: text
2. Existing language to be deleted appears in strikethrough. Example: ~~text~~
3. New language to be added appears in underline. Example: text

1           **SUPREME COURT RULES FOR THE GOVERNMENT OF THE BAR OF OHIO**

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3  
4                   **APPENDIX VI: FIELDS OF LAW SUBJECT TO**  
5                   **SPECIALIZATION DESIGNATION**

6  
7   **FLS Designation Fields of law subject to specialization designation in Ohio**

8  
9           **[Existing language unaffected by the amendments is omitted to conserve space]**

10  
11           **“Consumer Bankruptcy Law** is the practice of bankruptcy law when the debtor is an  
12 individual or ~~husband and wife~~ spouses and where the debts are primarily non-business related.  
13 The matters are typically filed under Chapters 7 or 13 of the U.S. Bankruptcy Code.”

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

16  
17           (Adopted effective: July 10, 1996; amended effective: October 8, 1996; August 26, 1997;  
18 February 3, 1998; January 24, 2006; November 1, 2008; October 1, 2011; \_\_\_\_\_.)

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**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 ~~husband and wife~~ 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]

36 **RULES OF SUPERINTENDENCE FOR THE COURTS OF OHIO**

37  
38 **RULE 26.04. Probate Divisions of the Courts of Common Pleas--Records Retention**  
39 **Schedule.**

40  
41 [Existing language unaffected by the amendments is omitted to conserve space]

42  
43 **(C) Required records.**

44  
45 **(1) Dockets.**

46  
47 (a) The probate division shall maintain all of the following dockets:

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

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51 (ix) A paternity docket showing the birth name of the child who is the subject of the  
52 petition, the ~~name~~ names of the ~~father, the name of the mother~~ parents, and the name of the child  
53 after adjudication;

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

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57  
58 **RULE 66. Guardianships.**

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60 (A) All applications for the appointment of a guardian on the grounds of mental  
61 incompetency shall be accompanied by either a statement of a physician or clinical psychologist or a  
62 statement that the prospective ward has refused to submit to an examination.

63  
64 (B) An Application for Authority to Expend Funds (Standard Probate Form 15.7) shall  
65 not be approved until an Inventory (Standard Probate Form 15.5) has been filed.

66  
67 (C) An application for allowance of care and support of a minor shall allege, if such is the  
68 fact, that the ~~father and mother~~ parents are financially unable to provide the items for which the  
69 amount is sought.

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

\_\_\_\_\_  
 Plaintiff/Petitioner 1

v./and

\_\_\_\_\_  
 Defendant/Petitioner 2

Case No. \_\_\_\_\_  
 Judge \_\_\_\_\_  
 Magistrate \_\_\_\_\_

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

**AFFIDAVIT OF INCOME AND EXPENSES**

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

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

**SECTION I - INCOME**

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

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

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

B. COMPUTATION OF CURRENT INCOME

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

**SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS**

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

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

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

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

**SECTION III – EXPENSES**

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

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

**B. OTHER MONTHLY LIVING EXPENSES**

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

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

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

D. INSURANCE PREMIUMS

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

E. MONTHLY EDUCATION EXPENSES

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

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

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

G. MISCELLANEOUS MONTHLY EXPENSES

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



**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 <u>1</u>		Case No. _____
v./and		Judge _____
Respondent/Petitioner <u>2</u>		Magistrate _____

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

**AFFIDAVIT OF PROPERTY**

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

**I. REAL ESTATE INTERESTS**

	<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1.		\$ _____	<input type="checkbox"/> Husband _____ Your <u>Name</u> <input type="checkbox"/> Wife _____ <u>Spouse's Name</u>	\$ _____	\$ _____
2.		\$ _____	<input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your <u>Name</u> <input type="checkbox"/> Wife _____ <u>Spouse's Name</u>	\$ _____	\$ _____

**TOTAL SECTION I: REAL ESTATE INTERESTS** \$ \_\_\_\_\_

**II. OTHER ASSETS**

Category	Description	Titled To	Value/Date of Value
<b>A. Vehicles and Other Certificate of Title Property</b>	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)		
1.	_____	<input type="checkbox"/> Husband _____ Your Name _____ <input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
2.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
3.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
4.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
5.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
6.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____	_____
	<b>B. Financial Accounts</b>		
	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.	_____	<input type="checkbox"/> Husband _____ _____ Your Name _____ <input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
2.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
3.	_____	<input type="checkbox"/> Wife _____ Spouse's Name _____ <input type="checkbox"/> Both _____ <input type="checkbox"/> Husband _____ _____ Your	\$ _____
4.	_____	<input type="checkbox"/> Wife _____ 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>
<b>C. Pensions &amp; Retirement plans</b>			
1. _____	_____	<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
2. _____	_____	<input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
3. _____	_____	<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
4. _____	_____	<input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both	_____

		<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
1. _____	_____	<input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
2. _____	_____	<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
3. _____	_____	<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both <input type="checkbox"/> Husband _____ Your	\$ _____
4. _____	_____	<input type="checkbox"/> Wife-_____ 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>
<b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>			
1. _____	_____	<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife-_____ Spouse's Name <input type="checkbox"/> Both	\$ _____

2.			<input type="checkbox"/> Husband _____ Your Name <input type="checkbox"/> Wife- _____ Spouse's Name <input type="checkbox"/> Both	\$ _____
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**F. Life Insurance Type  
(Term/Whole Life)**

(Any cash value or loans)

(Insured party  
& value upon death)

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

Category

Description

Who Has Possession

Value/Date of Value

**G. Furniture & Appliances**

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

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

**H. Safe Deposit Box**

(Give location and describe contents)

Titled To

1.			\$ _____
----	--	--	----------



<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. _____	_____	_____	\$ _____
<b>TOTAL SECTION III: SEPARATE PROPERTY CLAIMS</b>			<b>\$ _____</b>

**IV. DEBT**

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

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

\_\_\_\_\_  Wife  
 \_\_\_\_\_  
 \_\_\_\_\_ Spouse's Name  
 \_\_\_\_\_  Joint

**B. Unsecured Debt, including credit cards**

1. \_\_\_\_\_  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife  
 \_\_\_\_\_ Spouse's Name  
 \_\_\_\_\_  Joint \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife
2. \_\_\_\_\_  Joint \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife
3. \_\_\_\_\_  Spouse's Name  
 \_\_\_\_\_  Joint \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife
4. \_\_\_\_\_  Spouse's Name  
 \_\_\_\_\_  Joint \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife
5. \_\_\_\_\_  Spouse's Name  
 \_\_\_\_\_  Joint \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL SECTION IV: DEBT** \$ \_\_\_\_\_

**V. BANKRUPTCY**

Filed by:  Husband  
 \_\_\_\_\_ Your Name  
 Wife  
 \_\_\_\_\_ Spouse's Name  
 Both

Date of Filing: \_\_\_\_\_ Date of Discharge \_\_\_\_\_ Type of Case \_\_\_\_\_ Current Monthly  
Case Number \_\_\_\_\_ or Relief from Stay \_\_\_\_\_ (Ch. 7, 11, 12, 13) \_\_\_\_\_ Payments

1.  Husband  
 \_\_\_\_\_ Your Name  
 \_\_\_\_\_  Wife  
 \_\_\_\_\_ Spouse's Name  
 Both \$ \_\_\_\_\_

2.  Husband \_\_\_\_\_  
       Your \_\_\_\_\_  
       Name \_\_\_\_\_  
 Wife \_\_\_\_\_  
       Spouse's Name \_\_\_\_\_  
 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 <u>1</u>		Case No. _____
v./and		Judge _____
Defendant/Petitioner <u>2</u>		Magistrate _____

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

**HEALTH INSURANCE AFFIDAVIT**

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

**Mother** \_\_\_\_\_ **Your Name** \_\_\_\_\_ **Father** \_\_\_\_\_ **Spouse's Name** \_\_\_\_\_

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you enrolled in an individual (non-group or COBRA) health insurance plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you enrolled in a health insurance plan through a group (employer or other organization)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you are not enrolled, do you have health insurance available through a group (employer or other organization)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Mother** \_\_\_\_\_ **Your Name** \_\_\_\_\_ **Father** \_\_\_\_\_ **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

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

Judge \_\_\_\_\_

v.

Magistrate \_\_\_\_\_

\_\_\_\_\_  
Defendant

**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:

- ~~Father's~~ My school district
- ~~Mother's~~ 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
Street Address
City, State and Zip Code
Plaintiff
vs.
Name
Street Address
City, State and Zip Code
Defendant
Case No.
Judge
Magistrate

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):
- ~~The Wife~~ Neither spouse is not pregnant.
  - All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
5. I state the following grounds for divorce exist (check all that apply):
- The Defendant and I are incompatible.
  - The Defendant and I have lived separate and apart without cohabitation and without interruption for one year.
  - The Defendant or I had a ~~Husband or Wife~~ 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
Street Address
City, State and Zip Code
Plaintiff
vs.
Name
Street Address
City, State and Zip Code
Defendant
Case No.
Judge
Magistrate

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 Wife 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 children (check all that apply):

I am not pregnant.

I am pregnant and the approximate due date is: \_\_\_\_\_

The ~~Wife~~ Spouse is not pregnant.

The ~~Wife~~ Spouse is pregnant and the approximate due date is: \_\_\_\_\_

The following child(ren) were born from or adopted during this marriage or relationship (name and date of birth of each child):

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

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

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

~~Husband~~ The Spouse is not the biological ~~father~~ parent of the following child(ren) who were born during the marriage (name and date of birth of each child):

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

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

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

The Spouse is not the legal 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 ~~Husband or Wife~~ 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	:	
Street Address	:	
City, State and Zip Code	:	
Plaintiff	:	
vs.	:	
Name	:	
Street Address	:	
City, State and Zip Code	:	
Defendant	:	

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**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 ~~Wife~~ 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 children (check all that apply):

I am not pregnant.

I am pregnant and the approximate due date is: \_\_\_\_\_

The ~~Wife~~ Spouse is not pregnant.

The ~~Wife~~ Spouse is pregnant and the approximate due date is: \_\_\_\_\_

No children were born from or adopted during this marriage or relationship.

The following child(ren) were born from or adopted during this marriage or relationship  
(name and date of birth of each child):

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

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

\_\_\_\_\_

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

\_\_\_\_\_

I am not the legal custodian of the following child(ren) (name and date of birth of each child): \_\_\_\_\_

\_\_\_\_\_

The Spouse is not the legal custodian 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 ~~Husband or Wife~~ 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	:	
_____	:	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 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**

- My Spouse's state of residence
- My Spouse's length of residence in state
- My Spouse's county of residence
- My Spouse's length of residence in county
- My county of residence
- The date of our marriage
- The place of our marriage
- I am not pregnant.
- My Spouse is not pregnant.
- No children were born from or adopted during the marriage or relationship.
- All children who were born from or adopted during 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 ~~Husband or Wife~~ 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**

- My Spouse's state of residence
- My Spouse's length of residence in state
- My Spouse's county of residence
- My Spouse's length of residence in county
- My county of residence
- The date of our marriage
- The place of our marriage
- I am not pregnant.
- My Spouse is not pregnant.
- The number of children who were born from or adopted during the marriage or relationship.

- The names of children who were born or adopted during the marriage or relationship.
- The dates of birth of children who were born or adopted during 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 ~~Husband or Wife~~ 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 :  
City, State and Zip Code : Judge \_\_\_\_\_  
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 children:  
 The ~~Wife~~ Plaintiff is not now pregnant.  
 The Defendant is not now pregnant.  
 No child(ren) were born from or adopted during the marriage or relationship.  
 All child(ren) born from or adopted during the marriage or relationship are emancipated adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.  
 Other findings: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 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 his/her service did not impact his/her 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 ~~Husband or Wife~~ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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:

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

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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 his/her place of employment.

- E. Deductibility of Spousal Support for All Tax Purposes (select one):
- The spousal support paid shall be deducted from income 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 children:  
 The Wife Plaintiff is not now pregnant.  
 The Defendant is not now pregnant.  
 The Wife Plaintiff is pregnant and the approximate due date is: \_\_\_\_\_  
 The Defendant is pregnant and the approximate due date is: \_\_\_\_\_  
 Other findings: \_\_\_\_\_  
 The parties are parents of \_\_\_\_\_ (number) born from or adopted during the marriage or relationship. Of the children, \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves. (name and date of birth of each child):

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

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

Plaintiff is not the legal 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 legal 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 his/her service did not impact his/her ability to defend this action.

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

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

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

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

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

M. Select one:

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

The Court has made a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties after review and consideration of all evidence presented.

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

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

- The Plaintiff and Defendant are incompatible.
- The Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one year.
- The Defendant or  Plaintiff had a ~~Husband or Wife~~ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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: \_\_\_\_\_

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

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

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

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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: \_\_\_\_\_

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**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:

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

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- 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: \_\_\_\_\_

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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): \_\_\_\_\_

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D. Method of Payment of Spousal Support:

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

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

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

The spousal support paid shall be included in income of the person paying the support.

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

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G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

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

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**FIFTH: NAME**

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

**SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**

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

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

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

~~Father~~ Plaintiff  ~~Mother~~ 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.

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:  ~~Father Plaintiff~~  ~~Mother Defendant~~  Both parents.  ~~Father Plaintiff~~  ~~Mother 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),  ~~Father's Plaintiff's~~  ~~Mother'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, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

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

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

The first \$100 per child per year of uninsured expenses shall be paid by the ~~Father~~ 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),  ~~Father~~ Plaintiff  ~~Mother~~ 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),  ~~Father~~ Plaintiff  ~~Mother~~ 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:

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E. Duration of Child Support

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

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

school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

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

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

\_\_\_\_\_

The Court finds the parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and that child support will extend beyond the time when it would otherwise end. The name of the child and the nature of the mental or physical disability 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 his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for

payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

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

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

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

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

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

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

**NINTH: TAX EXEMPTION**

Income tax dependency exemptions (check all that apply):

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

The ~~Mother~~ 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 she/he is substantially current in any child support she/he 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 :
City, State and Zip Code : Judge
Petitioner 1 :
and : Magistrate
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, Husband, (my name) and
Wife, (Spouse's name), say as follows:

- 1. Husband (my name) Wife (Spouse's name) Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. Husband (my name) Wife (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:

- I am not pregnant.
- I am pregnant and the approximate due date is : \_\_\_\_\_ .
- The ~~Wife~~ Spouse is not pregnant.
- The ~~Wife~~ Spouse is pregnant and the approximate due date is \_\_\_\_\_ .
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The Petitioners are the parents of \_\_\_\_\_ (number) child(ren) born from or adopted during 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
_____	_____
_____	_____
_____	_____

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

I am not the legal 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 legal 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 ~~Your~~ Signature (Husband )

---

My Spouse's ~~Your~~ Signature (Wife)

---

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 <u>1</u>	:	Case No. _____
Street Address	:	
City, State and Zip Code	:	Judge _____
and	:	Magistrate _____
Petitioner <u>2</u>	:	
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,  Husband \_\_\_\_\_ (my name)  
 Wife \_\_\_\_\_ (my Spouse's name)  
 Both parties was/were a) resident(s) of the State of Ohio for at least six months.
  
2.  Husband \_\_\_\_\_ (my name)  
 Wife \_\_\_\_\_ (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:

- \_\_\_\_\_ (name) is not pregnant.
- \_\_\_\_\_ (name) is pregnant and the approximate due date is: \_\_\_\_\_.
- The ~~Wife~~ Spouse \_\_\_\_\_ (other parent) is not pregnant.
- The ~~Wife~~ Spouse \_\_\_\_\_ (other parent) is pregnant and the approximate due date is: \_\_\_\_\_.
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The parties are parents of \_\_\_\_\_ (number) child(ren) born from or adopted during 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
_____	_____
_____	_____
_____	_____

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

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

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

\_\_\_\_\_ (other parent name) is not the legal 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

\_\_\_\_\_  
~~Your~~ My Signature (~~Husband~~ Name)

\_\_\_\_\_  
Your Signature (~~Wife~~ Spouse's Name)

\_\_\_\_\_  
~~Husband's~~ Attorney

\_\_\_\_\_  
~~Wife's~~ Attorney

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

\_\_\_\_\_  
 Plaintiff/Petitioner 1 : Case No. \_\_\_\_\_  
 :  
 Street Address :  
 :  
 : Judge \_\_\_\_\_  
 City, State and Zip Code :  
 :  
 :  
 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 ~~the Wife~~ 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, \_\_\_\_\_, ~~Husband~~ (name), and \_\_\_\_\_, ~~Wife~~ (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
_____	_____
_____	_____
_____	_____

3.  Each party shall pay and hold the other harmless from any debt owing on real estate he/she 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.

~~Husband~~ \_\_\_\_\_ (name) shall receive the following vehicle(s), free and clear of any claims from the ~~Wife~~ \_\_\_\_\_ (Spouse's name):

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

and ~~Wife~~ \_\_\_\_\_ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the ~~Husband~~ \_\_\_\_\_ (name):

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

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s) he/she 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.  
 Husband- \_\_\_\_\_ (name) shall have the following: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 and Wife \_\_\_\_\_ (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 he/she 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.

Husband \_\_\_\_\_ (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 Wife \_\_\_\_\_ (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 he/she 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.

Husband \_\_\_\_\_ (name) shall receive the following:

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

And Wife \_\_\_\_\_ (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 he/she 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.

Husband \_\_\_\_\_ (name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

and Wife \_\_\_\_\_ (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 he/she 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):

- The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
- 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.
- The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

Husband \_\_\_\_\_ (name) shall receive the following:

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

and Wife \_\_\_\_\_ (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 ~~he/she receives~~ 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.

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

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

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

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

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) he/she 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.**

1. 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"/> Husband _____ (name)	_____
_____	<input type="checkbox"/> Wife _____ (Spouse's name) <input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband _____ (name)	_____
_____	<input type="checkbox"/> Wife _____ (Spouse's name) <input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband _____ (name)	_____
_____	<input type="checkbox"/> Wife _____ (Spouse's name) <input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband _____ (name)	_____
_____	<input type="checkbox"/> Wife _____ (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 he/she 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"/> Husband _____ (name) <input type="checkbox"/> Wife _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> Husband _____ (name) <input type="checkbox"/> Wife _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> Husband _____ (name) <input type="checkbox"/> Wife _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> Husband _____ (name) <input type="checkbox"/> Wife _____ (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 Husband \_\_\_\_\_ (name) nor ~~and~~ clear of any claims of the Wife \_\_\_\_\_ (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

Husband \_\_\_\_\_ (name)  Wife \_\_\_\_\_ (Spouse's name) shall pay spousal support to  Wife \_\_\_\_\_ (Spouse's name)  Husband \_\_\_\_\_ (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  Plaintiff \_\_\_\_\_ (name)  Defendant (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 his/her 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.

\_\_\_\_\_  
Your My Signature (~~Husband~~)

\_\_\_\_\_  
Your Spouse's Signature (~~Wife~~)

\_\_\_\_\_  
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, , "Father Plaintiff/Petitioner 1", and , "Mother Defendant/Petitioner 2", have (number) child(ren) born from or adopted during 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 his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the  ~~Father's~~ Plaintiff/Petitioner 1's  ~~Mother's~~ Defendant/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

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

~~Mother~~ 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:  
 ~~Father~~ Plaintiff/Petitioner 1 is authorized to change school placement of the following child(ren): \_\_\_\_\_

~~Mother~~ 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): \_\_\_\_\_

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

G. Public Benefits

~~Father's~~ Plaintiff/Petitioner 1 shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): \_\_\_\_\_

~~Mother's~~ 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 his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

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

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J. Current Address and Telephone Number

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

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

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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): \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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**THIRD: HEALTH INSURANCE COVERAGE.**

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

Select one:

A.  Health Insurance Coverage Available to at Least One Parent

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to:  ~~Father's~~ Plaintiff's/Petitioner 1's  ~~Mother's~~ Defendant's/Petitioner 2's  Both parents.  ~~Father's~~ Plaintiff's/Petitioner 1's  ~~Mother'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),  ~~Father's~~ Plaintiff's/Petitioner 1's  ~~Mother'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, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

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

\_\_\_\_\_ % by ~~Father~~ Plaintiff/Petitioner 1 \_\_\_\_\_ % by ~~Mother~~ Defendant/Petitioner 2.  
The first \$100 per child per year shall be paid by ~~Mother~~ Defendant/Petitioner 2 for the following child(ren):

\_\_\_\_\_

The first \$100 per child per year shall be paid by ~~Father~~ 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),  ~~Father~~ Plaintiff/Petitioner 1  ~~Mother~~ 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),  ~~Father~~ Plaintiff/Petitioner 1  ~~Mother~~ 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 ~~offspring~~ legal 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 18<sup>th</sup> birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate,

as set out below.

- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not as yet reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates. The parents agree that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. Important Child Support Orders and Information

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

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

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

All support under this Order shall be withheld or deducted from the income or assets of the Obligor

pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

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

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

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

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

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

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

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

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state

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

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

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

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

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

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

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

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

**FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

The ~~Father~~ Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) for all tax

A. purposes for

even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as he is substantially current in any child support he is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

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

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

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

**SIXTH: MODIFICATION**

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

**SEVENTH: OTHER**

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

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

\_\_\_\_\_  
Your Signature (~~Father~~ Plaintiff/Petitioner 1)

\_\_\_\_\_  
Your Signature (~~Mother~~ 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

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, "Father" (name), and "Mother" (name), have (number) child(ren) born from or adopted during 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) is/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 his/her 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

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

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~~Mother~~ \_\_\_\_\_ (other parent's name) shall be the residential parent and legal custodian of the following child(ren):

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

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

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F. Current Address and Telephone Number

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

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Mother's \_\_\_\_\_ (other parent's name) current home address and telephone number, including cellular telephone number:

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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:  Father \_\_\_\_\_ (name)  Mother \_\_\_\_\_ (other parent's name)  
 Both parents.  Father \_\_\_\_\_ (name)  
 Mother \_\_\_\_\_ (other parent's name)  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),  Father's \_\_\_\_\_ (name)  Mother's \_\_\_\_\_ (other parent's name) 's health insurance plan shall be considered the primary health insurance plan for the child(ren).

3. The parent required to provide private health insurance coverage shall provide proof of insurance to the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and the other parent.

4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.

5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B.  Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.

2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

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

\_\_\_\_ % by ~~Father~~ \_\_\_\_\_ (name) \_\_\_\_\_ % by ~~Mother~~ \_\_\_\_\_ (other parent's name).

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),  ~~Father~~ \_\_\_\_\_  
(name)

~~Mother~~ \_\_\_\_\_ (other parent's name),

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),  ~~Father~~ \_\_\_\_\_  
(name)  ~~Mother~~ \_\_\_\_\_ (other parent's name),

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---

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

---

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

---

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

---

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

---

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

---

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

---

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

---

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

---

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

---

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

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

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

E. Duration of Child Support.

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

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

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

The parents agree that child support will extend beyond 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 Oblige in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

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

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

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

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

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the

Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

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

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

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

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

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

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

**SUPPORT OBLIGATION.**

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

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

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

**FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

The ~~Father~~ \_\_\_\_\_ (name) shall be entitled to claim the following minor child(ren) for all tax purposes for

A.  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

The ~~Mother~~ \_\_\_\_\_ (other parent's name) shall be entitled to claim the following minor child(ren) for all tax purposes

for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

Other orders regarding tax exemptions  
B. (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 15<sup>th</sup> 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.

\_\_\_\_\_  
Your ~~My~~ Signature (~~Father~~ Name)

\_\_\_\_\_  
Your Signature (~~Wife~~ other Parent's Name)

\_\_\_\_\_  
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

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

Your My Signature (Father (name)

Your Signature (Mother (other parent's name)

Attorney for ~~Father~~ \_\_\_\_\_ (name)

Attorney for ~~Mother~~ \_\_\_\_\_ (other  
parent's name)

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

:  
:  
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 ~~biological~~  
 Father  Mother (select one) parent of the following child(ren):

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

2. Defendant, \_\_\_\_\_ is the biological  Father  Mother parent  
(select one)  
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 ~~father~~ parent-child relationship  has  has not (select one) been established. If it has been established, a copy of the order establishing the ~~father~~ 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):

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

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---

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

Name \_\_\_\_\_ (~~Father's~~ parent's name) as the ~~Father~~ parent of the child(ren) \_\_\_\_\_ (child(ren)'s name).

Correct the child(ren)'s birth certificate to indicate the child(ren)'s ~~father~~ 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  ~~Mother~~  ~~Father~~ (~~select one~~) 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): \_\_\_\_\_

---

---

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\_\_\_\_\_  
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

**RESPONDENT IDENTIFIERS**

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

Distinguishing Features: \_\_\_\_\_

(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 ~~Mother~~ Parent 1: \_\_\_\_\_
- Petitioner's ~~Father~~ Parent 2: \_\_\_\_\_
- Petitioner's Guardian or Legal Custodian: \_\_\_\_\_
- Respondent
- Respondent's ~~Mother~~ Parent 1: \_\_\_\_\_
- Respondent's ~~Father~~ 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:**

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 19<sup>TH</sup> 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 ~~Mother~~ Parent 1: \_\_\_\_\_
- Petitioner's ~~Father~~ Parent 2: \_\_\_\_\_
- Petitioner's Guardian or Legal Custodian: \_\_\_\_\_
- Respondent
- Respondent's ~~Mother~~ Parent 1: \_\_\_\_\_
- Respondent's ~~Father~~ 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 19<sup>TH</sup> 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 ~~Mother~~ Parent 1:  
\_\_\_\_\_
- Petitioner's ~~Father~~ Parent 2:  
\_\_\_\_\_
- Petitioner's Guardian or Legal Custodian:  
\_\_\_\_\_
- Respondent
- Respondent's ~~Mother~~ Parent 1:  
\_\_\_\_\_
- Respondent's ~~Father~~ 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: \_\_\_\_\_





1 PROBATE COURT OF \_\_\_\_\_ COUNTY, OHIO

2  
3 IN THE MATTER OF THE GUARDIANSHIP OF \_\_\_\_\_

4  
5 CASE NO. \_\_\_\_\_

6  
7  
8 NOTICE OF HEARING FOR APPOINTMENT  
9 OF GUARDIAN OF MINOR  
10 To Minor Over Age 14  
11 [R.C. 2111.04]

12 To \_\_\_\_\_

13  
14 Address \_\_\_\_\_

15  
16 You are hereby notified that an application was filed in the Court by \_\_\_\_\_

17  
18 \_\_\_\_\_  
19 for the appointment of a (limited) guardian for your (person and estate).

20  
21 A minor over the age of fourteen years may select a guardian who shall be appointed if a suitable person.  
22 If such minor fails to select a suitable person, an appointment may be made without reference to ~~his~~ the  
23 minor's wishes.

24  
25 The application will be for hearing before the Probate Court in \_\_\_\_\_

26  
27 \_\_\_\_\_  
28  
29 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .M.

30  
31 If you are over age 14 and fail to appear in said Court on or before the time of hearing and select some  
32 suitable person to act as your guardian, the Court will appoint a guardian for you, if a guardian is found  
33 necessary.

34  
35  
36 Witness my signature and the seal of the Court,

37  
38 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

39  
40 Probate Judge

41  
42 By: \_\_\_\_\_

43 Deputy Clerk  
44  
45  
46

CASE NO. \_\_\_\_\_

**RETURN**

\_\_\_\_\_ County, Ohio  
\_\_\_\_\_, 20\_\_\_\_

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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, 1<sup>st</sup> 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\_\_\_\_, ~~he served~~ 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\_\_\_\_

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

1 PROBATE COURT OF \_\_\_\_\_ COUNTY, OHIO

2  
3 IN THE MATTER OF THE GUARDIANSHIP OF \_\_\_\_\_

4  
5 CASE NO. \_\_\_\_\_

6  
7 NOTICE OF HEARING ON APPLICATION FOR APPOINTMENT GUARDIAN OF  
8 MINOR

9 To Parent, Known Next of Kin and Person Having Custody  
10 [R.C. 2111.04]

11  
12 To \_\_\_\_\_

13  
14 Address \_\_\_\_\_

15  
16  
17 To \_\_\_\_\_

18  
19 Address \_\_\_\_\_

20  
21 To \_\_\_\_\_

22  
23 Address \_\_\_\_\_

24  
25 You are hereby notified that \_\_\_\_\_ filed in this  
26 Court an application for appointment of a (limited) guardian of the (person and estate) of the minor.

27  
28 The application will be for hearing before the Probate Court in \_\_\_\_\_

29  
30  
31 On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.M.

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43 Witness my signature and the seal of the Court,

44  
45 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

46  
47  
48 (Seal)

49 Probate Judge

50 By: \_\_\_\_\_

51 Deputy Clerk

**CASE NO.** \_\_\_\_\_

**RETURN**

\_\_\_\_\_ County, Ohio  
\_\_\_\_\_, 20\_\_\_\_

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56 Received this writ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock  
57 \_\_\_\_M., and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served the same by  
58 delivering a true copy thereof personally to

59 \_\_\_\_\_  
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65 \_\_\_\_\_  
66 \_\_\_\_\_

67 \_\_\_\_\_ Fees \_\_\_\_\_

68 Service and return, 1<sup>st</sup> name \$ \_\_\_\_\_

69 \_\_\_\_\_ Additional names, at \_\_\_\_\_

70 \_\_\_\_\_ Miles traveled, at \_\_\_\_\_

71 \_\_\_\_\_ Sheriff \_\_\_\_\_

72 Total \$ \_\_\_\_\_

81 **AFFIDAVIT OF SERVICE**

82 The State of Ohio, \_\_\_\_\_ County.

83 \_\_\_\_\_, being first duly sworn, says that on the

84 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ~~he served~~ the within notice was served by

85 delivering a true copy thereof personally to \_\_\_\_\_

86 \_\_\_\_\_  
87 \_\_\_\_\_  
88 \_\_\_\_\_

89 Sworn to before me and signed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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**CASE NO.** \_\_\_\_\_

**RETURN**

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\_\_\_\_\_ 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 (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, 1<sup>st</sup> name \$ \_\_\_\_\_

\_\_\_\_\_ Additional names, at \_\_\_\_\_

\_\_\_\_\_ Miles traveled, at \_\_\_\_\_

\_\_\_\_\_  
Sheriff  
\_\_\_\_\_  
Deputy

Total \$ \_\_\_\_\_

**AFFIDAVIT OF SERVICE**

The State of Ohio, \_\_\_\_\_ County.  
\_\_\_\_\_, being first duly sworn, says that on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ~~he served~~ 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\_\_\_\_





CASE NO. \_\_\_\_\_

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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 father 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



