

## **AMENDMENTS TO THE OHIO RULES OF CIVIL PROCEDURE**

Amendments to the Domestic Relations Forms in the Ohio Rules of Civil Procedure were adopted by the Court and become effective July 1, 2013. The history of these amendments is as follows:

October 15, 2012	Initial publication for comment
April 11, 2013	Final adoption by conference
July 1, 2013	Effective date of proposed amendments

### **Disclaimer**

Please be aware that these forms do not include instructions or legal advice regarding your rights, responsibilities, and legal options.

To be fully informed and get answers to your questions, you should seek the advice of an attorney.

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

**Instructions:** This form is used to request a divorce if you and your spouse do not have (a) child(ren), adult child(ren) attending high school, or child(ren) with disabilities. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 28) must be filed with this form.

COMPLAINT FOR DIVORCE WITHOUT CHILDREN

I, the Plaintiff, for this Complaint say:

1. I have been a resident of the State of Ohio for at least six months.
2. ☐ I have been a resident of \_\_\_\_\_ County for at least 90 days immediately before the filing of this Complaint; or  
☐ The Defendant resides in \_\_\_\_\_ County where this Complaint is filed.
3. The Defendant and I were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county, and state).
4. I state regarding child(ren) (check all that apply):  
☐ The Wife 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 living at the time of the marriage.
- ☐ The Defendant has been willfully absent for one year.
- ☐ The Defendant is guilty of adultery.
- ☐ The Defendant is guilty of extreme cruelty.
- ☐ The Defendant is guilty of fraudulent contract.
- ☐ The Defendant is guilty of gross neglect of duty.
- ☐ The Defendant is guilty of habitual drunkenness.
- ☐ The Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.
- ☐ The Defendant procured a divorce outside this state by virtue of which the Defendant has been released from the obligations of the marriage, while those obligations remain binding on me.

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

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

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

COMPLAINT FOR DIVORCE WITH CHILDREN

I, the Plaintiff, for this Complaint say:

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):

☐ The Wife is not pregnant.

☐ The Wife is pregnant and the approximate due date is \_\_\_\_\_

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

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

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

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

☐ The Defendant and I are incompatible.

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

☐ The Defendant or I had a Husband or Wife living at the time of the marriage.

☐ The Defendant has been willfully absent for one year.

☐ The Defendant is guilty of adultery.

☐ The Defendant is guilty of extreme cruelty.

☐ The Defendant is guilty of fraudulent contract.

☐ The Defendant is guilty of gross neglect of duty.

☐ The Defendant is guilty of habitual drunkenness.

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

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

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

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

☐ The Defendant be required to pay me spousal support.

☐ The Plaintiff be named the residential parent and legal custodian of the following minor child(ren): \_\_\_\_\_

☐ The Defendant be named the residential parent and legal custodian of the following

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

**Instructions:** This form is used to Counterclaim a Complaint for Divorce with or without Children. A Request for Service (Uniform Domestic Relations Form 28) must be filed with this form. The Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) must be filed, if you and your spouse have minor child(ren), adult child(ren) attending high school, adult child(ren) with disabilities, and/or the Wife 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):

☐ The Wife is not pregnant.

☐ The Wife 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
_____	_____
_____	_____
_____	_____

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

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

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

☐ The 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 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 owners of real estate and/or personal property.

7. 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): \_\_\_\_\_

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☐ The Defendant be named the residential parent and legal custodian of the following child(ren): \_\_\_\_\_

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☐ The non-residential parent be granted specific parenting time.

☐ The Plaintiff and I be granted shared parenting of the following child(ren): \_\_\_\_\_

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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.

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Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

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

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

☐ **REPLY TO COUNTERCLAIM**

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

**ADMIT      DENY**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's state of residence  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in state  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's county of residence   |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in county   |
| <input type="checkbox"/> | <input type="checkbox"/> My county of residence  |
| <input type="checkbox"/> | <input type="checkbox"/> The date of our marriage  |
| <input type="checkbox"/> | <input type="checkbox"/> The place of our marriage   |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse is not pregnant   |
| <input type="checkbox"/> | <input type="checkbox"/> No children were born from or adopted during the marriage or relationship   |
| <input type="checkbox"/> | <input type="checkbox"/> 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**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse and I are incompatible.  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse and I have lived separate and apart without cohabitation and without interruption for one year.  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse or I had a Husband or Wife living at the time of the marriage.   |
| <input type="checkbox"/> | <input type="checkbox"/> I have been willfully absent for one year.   |
| <input type="checkbox"/> | <input type="checkbox"/> I am guilty of adultery.   |
| <input type="checkbox"/> | <input type="checkbox"/> I am guilty of extreme cruelty.  |
| <input type="checkbox"/> | <input type="checkbox"/> I am guilty of fraudulent contract.  |
| <input type="checkbox"/> | <input type="checkbox"/> I am guilty of gross neglect of duty.  |
| <input type="checkbox"/> | <input type="checkbox"/> I am guilty of habitual drunkenness.   |
| <input type="checkbox"/> | <input type="checkbox"/> I was imprisoned in a state or federal correctional institution at the time the Complaint was filed.   |
| <input type="checkbox"/> | <input type="checkbox"/> 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	:		
City, State, and Zip Code	:		
vs.	:	Judge	_____
Defendant	:	Magistrate	_____
Street Address	:		
City, State, and Zip Code	:		

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

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

☐ **REPLY TO COUNTERCLAIM**

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

**ADMIT      DENY**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's state of residence.   |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in state.   |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's county of residence.  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse's length of residence in county.  |
| <input type="checkbox"/> | <input type="checkbox"/> My county of residence.   |
| <input type="checkbox"/> | <input type="checkbox"/> The date of our marriage.   |
| <input type="checkbox"/> | <input type="checkbox"/> The place of our marriage.  |
| <input type="checkbox"/> | <input type="checkbox"/> My Spouse is not pregnant.  |
| <input type="checkbox"/> | <input type="checkbox"/> The number of children who were born from or adopted during the marriage or relationship. |
| <input type="checkbox"/> | <input type="checkbox"/> 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 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 :  
\_\_\_\_\_  
City, State, and Zip Code :  
\_\_\_\_\_  
vs. : Judge \_\_\_\_\_  
\_\_\_\_\_  
Defendant : Magistrate \_\_\_\_\_  
\_\_\_\_\_  
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. Select one:

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

- B. Present at the hearing were the: ☐ Plaintiff, ☐ Defendant,  
☐ \_\_\_\_\_ appearing as counsel for the Plaintiff.  
☐ \_\_\_\_\_ appearing as counsel for the Defendant.
- C. The ☐ Plaintiff and/or ☐ Defendant was/were a resident(s) of the State of Ohio for at least six months immediately before the Complaint and/or Counterclaim was filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:  
☐ The Plaintiff was a resident of this county for at least 90 days.  
☐ The Defendant was a resident of this county.  
☐ Other grounds for venue were: \_\_\_\_\_
- E. The Plaintiff and Defendant were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county and state). The termination of marriage is the date of ☐ final hearing or ☐ as specified: \_\_\_\_\_
- F. Check all that apply regarding children:  
☐ The Wife is not 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 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: \_\_\_\_\_

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

**THIRD: DEBT.**

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

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

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

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

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

C. Bankruptcy (select one):

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

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

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

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

#### FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

The ☐ Plaintiff ☐ Defendant shall pay spousal support to the ☐ Plaintiff ☐ Defendant in the amount of \$ \_\_\_\_\_ per month, 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 deductible in 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	:	
_____	:	
City, State, and Zip Code	:	
vs.	:	Judge _____
_____	:	
Defendant	:	Magistrate _____
_____	:	
Street Address	:	
_____	:	
City, State, and Zip Code	:	

**FINAL JUDGMENT FOR DIVORCE WITH CHILDREN**

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

**FINDINGS**

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

A. Select one:

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



- B. Present at the hearing were the: ☐ Plaintiff, ☐ Defendant,  
☐ \_\_\_\_\_ appearing as counsel for the Plaintiff.  
☐ \_\_\_\_\_ appearing as counsel for the Defendant.
- C. The ☐ Plaintiff and/or ☐ Defendant was/were a resident(s) of the State of Ohio for at least six months immediately before the Complaint and/or Counterclaim was filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:  
☐ The Plaintiff was a resident of this county for at least 90 days.  
☐ The Defendant was a resident of this county.  
☐ Other grounds for venue were: \_\_\_\_\_
- E. The Plaintiff and Defendant were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county and state). The termination of marriage is the date of ☐ final hearing or ☐ as specified: \_\_\_\_\_
- F. Check all that apply regarding children:  
☐ The Wife is not pregnant.  
☐ The Wife is pregnant and the approximate due date is: \_\_\_\_\_  
☐ Other findings: \_\_\_\_\_  
☐ The parties are parents of \_\_\_\_\_ (number) born from or adopted during the marriage or relationship. Of the children, \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves. (name and date of birth of each child):
- | Name of Child | Date of Birth |
|---------------|---------------|
| _____         | _____         |
| _____         | _____         |
| _____         | _____         |
- ☐ Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- G. ☐ The following child(ren) from the marriage or relationship are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that has issued the custody or parenting order): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

H. Select one:

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

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

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

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

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

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

M. Select one:

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

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

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

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

## JUDGMENT

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

### **FIRST: DIVORCE GRANTED.**

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

☐ Shared Parenting Plan ☐ Parenting Plan ☐ Magistrate's Decision and/or

☐ Other: \_\_\_\_\_

which is incorporated in this entry.

### **SECOND: PROPERTY.**

The parties' property shall be divided as follows:

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

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

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

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

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

\_\_\_\_\_

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

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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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**FOURTH: SPOUSAL SUPPORT**

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

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

☐ The Court shall not retain jurisdiction to modify spousal support.

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

C. Termination of Spousal Support

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

- ☐ The cohabitation of the person receiving support in a relationship comparable to marriage.
- ☐ The remarriage of the person receiving support.
- ☐ Other (specify): \_\_\_\_\_
- \_\_\_\_\_

D. Method of Payment of Spousal Support:

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

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

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

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

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

G. Arrearage

☐ Any temporary spousal support arrearage will survive this judgment entry.

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

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

**FIFTH: NAME**

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

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

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

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

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

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

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

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

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

B. Relocation Notice

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

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

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

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

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

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

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

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

C. Records Access Notice

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

Restrictions or limitations:

☐ None

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

D. Day Care Access Notice

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

Restrictions or limitations:

☐ None

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

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E. School Activities Access Notice

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

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

Restrictions or limitations:

☐ None

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

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### THIRD: HEALTH INSURANCE COVERAGE

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

Select one:

A. ☐ Health Insurance Coverage Available to at Least One Parent

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

B. ☐ Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the \_\_\_\_\_ County CSEA, and submit to the other parent proof of insurance, insurance forms and an insurance card. The CSEA shall determine whether the cost of the



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

C. Division of Uninsured Expenses

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

\_\_\_\_\_

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

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

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

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

D. Other Important Information about Medical Records and Expenses

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

**EIGHTH: CHILD SUPPORT**

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

A. Child Support with Private Health Insurance Coverage

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

B. Child Support without Private Health Insurance Coverage

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

C. Child Support Payment

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

D. Deviation of Child Support Amount

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Duration of Child Support

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

F. Important Child Support Orders and Information

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

The following are reasons for termination of the Order:

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

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

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

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

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

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

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

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

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

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

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

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

H. Arrearage

☐ Any temporary child support arrearage will survive this judgment entry.

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

☐ Other: \_\_\_\_\_

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

Income tax dependency exemptions (check all that apply):

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

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

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

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

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

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

#### **TENTH: OTHER ORDERS**

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

#### **ELEVENTH: COURT COSTS**

Court costs shall be (select one):

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

☐ Other (specify): \_\_\_\_\_

\_\_\_\_\_

#### **TWELFTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

☐ a certified copy to: \_\_\_\_\_

☐ a file stamped copy to: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
JUDGE

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

Name :  
Street Address :  
City, State and Zip Code :  
Defendant :

JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE

Pursuant to the Judgment Entry filed on \_\_\_\_\_, the marriage of the parties, \_\_\_\_\_  
and \_\_\_\_\_, was terminated.

Pursuant to the Judgment Entry, it is ORDERED that \_\_\_\_\_ is divested of all  
rights, title, and interest in the real estate as set forth in the legal description, including deed reference and parcel  
number attached (Attach a copy of the property's deed or mortgage papers).

It is further ORDERED that \_\_\_\_\_ is vested with all rights, title, and interest of the  
real estate attached. The Auditor and Recorder of \_\_\_\_\_ County are ORDERED to accept this  
Entry as transferral of such interest and transfer the above real estate on its books and records. The filing of this  
Entry with the Recorder and Auditor will effectuate the conveyance of the real estate interest.

Court costs shall be (select one)

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

☐ Other (specify): \_\_\_\_\_

\_\_\_\_\_  
JUDGE

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

**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 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, \_\_\_\_\_ (name) and  
Wife, \_\_\_\_\_ (name), say as follows:

1. The ☐ Husband ☐ Wife ☐ Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. The ☐ Husband ☐ Wife ☐ 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:

- ☐ The Wife is not pregnant.
- ☐ The Wife 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 is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_

5. ☐ The following children of this marriage or relationship 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 minor children (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 are child(ren).

---

Your Signature (Husband)

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Your Signature (Wife)

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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	:	Case No. _____
_____	:	
Street Address	:	
_____	:	
City, State, and Zip Code	:	
_____	:	
and	:	Judge _____
_____	:	
Petitioner	:	Magistrate _____
_____	:	
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, the ☐ Husband ☐ Wife ☐ Both parties was/were (a) resident(s) of the State of Ohio for at least six months.
2. The ☐ Husband ☐ Wife ☐ 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:

- ☐ The Wife is not pregnant.
- ☐ The Wife 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 is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_

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

5. ☐ The following child(ren) of this marriage or relationship 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 Signature (Husband)

\_\_\_\_\_  
Your Signature (Wife)

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

_____	:	Case No. _____
Plaintiff/Petitioner	:	
_____	:	
Street Address	:	
_____	:	
City, State, and Zip Code	:	
_____	:	
and	:	Judge _____
_____	:	
Plaintiff/Petitioner	:	Magistrate _____
_____	:	
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 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, and  
\_\_\_\_\_, Wife, state the following.

1. The parties were married to one another on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state), and request  
that the termination of marriage be the date ☐ of final hearing or ☐ as specified: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate  
property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an

interest.

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

The parties' agree as follows:

#### **FIRST: SEPARATION**

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

#### **SECOND: PROPERTY**

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

##### **A. Real Estate (select one):**

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil (including trees and landscape), and

inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

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

2. Marital Real Estate

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

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

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

4. ☐ Other debt payment arrangements, including refinancing: 

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**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 have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

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and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:

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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 shall have the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Wife 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 (e.g., 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 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 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: \_\_\_\_\_  
\_\_\_\_\_

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**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 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 shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

and Wife shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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:

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**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 shall receive the following:

Name of Business	Ownership Interest
and Wife 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):

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

Company	Name(s) on Plan	Amount/Share

and Wife shall receive the following:

Company	Name(s) on Plan	Amount/Share
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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 unless otherwise stated in this Agreement, unless otherwise set forth in paragraph five below.

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) which has/have not been divided. Husband shall receive the following policy(ies), free and clear of any claims of the Wife: \_\_\_\_\_


and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:

--

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

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.**

I. Other Property (select one):

1. ☐ The parties do not have any other property.
2. ☐ The property shall be awarded as follows:

Description of Property	To Be Kept By
_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <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	<input type="checkbox"/> Wife
			<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
			<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
			<input type="checkbox"/> Husband	<input type="checkbox"/> Wife

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 the Husband nor Wife 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

The ☐ Husband ☐ Wife shall pay spousal support to the ☐ Husband ☐ Wife 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 ☐ 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.

☐ 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 deductible in 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.

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Your Signature (Husband)

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Your Signature (Wife)

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Date

---

Date



## **FIRST: PARENTS' RIGHTS**

The parents shall have:

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

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

### **A. General Responsibilities**

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

### **B. Medical Responsibilities**

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

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

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

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

D. Parenting Time Schedule

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

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

E. School Designation

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

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

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

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

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

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

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

G. Public Benefits

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

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

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

I. Transportation (select one):

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

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

J. Current Address and Telephone Number

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

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

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

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

K. Relocation Notice

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

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

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

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

L. Records Access Notice

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

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

Restrictions or limitations:

☐ None

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

M. Day Care Access Notice

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

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

Restrictions or limitations:

☐ None

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

N. School Activities Access Notice

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

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

Restrictions or limitations:

☐ None

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

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**THIRD: HEALTH INSURANCE COVERAGE.**

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

Select one:

A. ☐ Health Insurance Coverage Available to at Least One Parent

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

B. ☐ Health Insurance Coverage Unavailable to Either Parent

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

C. Division of Uninsured Expenses

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

D. Other Important Information about Medical Records and Expenses

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



#### FOURTH: CHILD SUPPORT

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

A. Child Support with Private Health Insurance Coverage.

When private health insurance coverage is being provided for the child(ren), ☐ Father

☐ Mother, Obligor, shall pay child support in the amount of \$\_\_\_\_\_ per child per month, for \_\_\_\_\_ (number) of child(ren) for a total of \$\_\_\_\_\_ per month.

B. Child Support without Private Health Insurance Coverage.

When private health insurance coverage is **not** available for the benefit of the child(ren),

☐ Father ☐ Mother, the Obligor, shall pay child support in the amount of \$\_\_\_\_\_ per child per month and \$\_\_\_\_\_ per child per month as cash medical support.

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

C. Child Support Payment

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

D. Deviation of Child Support Amount

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

E. Duration of Child Support.

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

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

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

The parents agree that child support will extend beyond the time when it would otherwise end.

The terms and conditions of that agreement are as follows: \_\_\_\_\_

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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: \_\_\_\_\_

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**F. Important Child Support Orders and Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Arrearage

☐ Any temporary child support arrearage will survive this judgment entry.

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

☐ Other: \_\_\_\_\_

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

#### **FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

A. ☐ The Father shall be entitled to claim the following child(ren) for all tax purposes for

☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long

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

☐ The Mother shall be entitled to claim the following child(ren) for all tax purposes for

☐ even-numbered tax years ☐ odd-numbered tax years ☐ all eligible tax years, so long

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

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

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

**SIXTH: MODIFICATION**

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

**SEVENTH: OTHER**

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

\_\_\_\_\_  
Your Signature (Husband)

\_\_\_\_\_  
Your Signature (Wife)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COUNTY, OHIO**



## 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 to 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 shall be the residential parent and legal custodian of the following child(ren):

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☐ Mother 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 current home address and telephone number, including cellular telephone number:

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Mother's 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:

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### **THIRD: HEALTH INSURANCE COVERAGE**

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

Select one:

A. ☐ Health Insurance Coverage Available to at Least One Parent

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

B. ☐ Health Insurance Coverage Unavailable to Either Parent

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

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

C. Division of Uninsured Expenses.

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

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

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 ☐ Mother, Obligor, shall pay child support in the amount of \$\_\_\_\_\_ per child per month, for \_\_\_\_\_ (number) of child(ren) for a total of \$\_\_\_\_\_ per month.

B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the child(ren), ☐ Father ☐ Mother, the Obligor, shall pay child support in the amount of \$\_\_\_\_\_ per child per month and \$\_\_\_\_\_ per child per month as cash medical support. The total of child support and cash medical support for \_\_\_\_\_ (number) of 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 CSEA by income withholding at Obligor's place of employment, or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 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: \_\_\_\_\_

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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 is as follows: \_\_\_\_\_

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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 notice issued.

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

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

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

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

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

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

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

H. Arrearage

☐ Any temporary child support arrearage will survive this judgment entry.

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

☐ Other: \_\_\_\_\_

#### FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

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

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

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

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Your Signature (Husband)

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Your Signature (Wife)

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Date

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Date

Division  
                     COUNTY, OHIO

## A Minor

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

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):

**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 Signature (Father)

\_\_\_\_\_  
Your Signature (Mother)

Attorney for Father

Attorney for Mother

Division  
COUNTY, OHIO

## A Minor

Case No.

City, State, and Zip Code

Judge

Magistrate

City, State, and Zip Code

**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) are attached.

1. I, \_\_\_\_\_ (name), am the Plaintiff and biological

☐ Father ☐ Mother (select one) of the following child(ren):

Date of Birth

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

\_\_\_\_\_ (child(ren)'s name).

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

☐ 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).

☐ 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, OHIO

IN THE MATTER OF:

A Minor

Name

Street Address

City, State and Zip Code

Plaintiff/Petitioner

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used to request the enforcement of a court order and hold the other party in contempt for violating the court order. A Request for Service (Uniform Domestic Relations Form 28) and a proposed Show Cause Order, Notice and Instructions to the Clerk (Uniform Domestic Relations Form 22) must be filed with this Motion. Check local court procedures.

MOTION FOR CONTEMPT AND AFFIDAVIT

I, \_\_\_\_\_ (name), request an order for  
\_\_\_\_\_ (other party's name) to appear and show cause  
why he/she should not be held in contempt for violating a court order and a finding of contempt for violating  
the court order regarding the following (check all that apply):

1. ☐ Interference with parenting time or other parenting orders filed on \_\_\_\_\_ (date).
2. ☐ Failure to pay child support, as required by the order filed on \_\_\_\_\_ (date)



and the total arrearage owed is \$ \_\_\_\_\_  
(Bring to the hearing an up-to-date printout from the County Child Support Enforcement Agency showing the amount of the child support owed to you.)

3. ☐ Failure to pay spousal support, as required by the order filed on \_\_\_\_\_ (date) and the total arrearage owed is \$ \_\_\_\_\_  
(Bring to the hearing an up-to-date printout from the County Child Support Enforcement Agency or other independent proof showing the amount owed to you.)
4. ☐ Payment or reimbursement of health care expenses incurred for the minor child(ren). Attach an Explanation of Health Care Bills (Form 26) and bring to the hearing the following documents:
- a. Copies of each bill for which you seek reimbursement,
  - b. Proof of payment by you. Proof of payment may include a receipt for payment signed by the health care provider, a copy of a cancelled check, or a copy of a credit card statement verifying the amount paid, and
  - c. Explanation of Benefits forms showing payment made by the health insurance carrier.
5. ☐ Failure to comply with the Court's orders of \_\_\_\_\_ (date) regarding (check all that apply):
- ☐ Transfer of real estate, as follows: \_\_\_\_\_
  - ☐ Payment of debt, as follows: \_\_\_\_\_
  - ☐ Refinance of debt, as follows: \_\_\_\_\_
  - ☐ Distribution of personal property, as follows: \_\_\_\_\_
  - ☐ Other (specify): \_\_\_\_\_
6. Costs and any other relief as necessary and proper are also requested.

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

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

### OATH

(Do not sign until Notary is present.)

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

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

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

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

**IN THE COURT OF COMMON PLEAS**

**Division**

**COUNTY, OHIO**

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Plaintiff/Petitioner

Magistrate \_\_\_\_\_

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used to bring the other party to Court to defend his/her failure to follow the court order. A Motion for Contempt and Affidavit (Uniform Domestic Relations Form 21) must be filed with this order.

**SHOW CAUSE ORDER, NOTICE AND INSTRUCTIONS TO THE CLERK**

TO: \_\_\_\_\_  
PLAINTIFF/PETITIONER

TO: \_\_\_\_\_  
DEFENDANT/PETITIONER

You are hereby ORDERED to appear and show cause why you should not be held in contempt for failure to obey the court order as described in the Motion you are now receiving.

**COURT**

(The Court will complete this part.)

You are ORDERED to appear in the \_\_\_\_\_ County Common Pleas Court  
\_\_\_\_\_ Division, in Courtroom \_\_\_\_\_ located at \_\_\_\_\_  
on \_\_\_\_\_ at \_\_\_\_\_ o'clock and show cause why you  
should not be held in contempt of this Court.

**NOTICE**

1. Failure to appear as ordered may result in the issuance of a bench warrant for an immediate arrest.
2. Failure to appear may result in an immediate income withholding or deduction.
3. You have the right to be represented by an attorney.
4. If you cannot afford an attorney, you must apply for a public defender or appointed counsel, as appropriate, within three business days after receipt of this show cause order.
5. A continuance may not be granted to obtain counsel if you have made no good faith effort to secure one.
6. If found guilty, you may be sentenced as follows:
  - a. First offense – a fine of not more than \$250.00 and/or a definite term of imprisonment of not more than thirty days in jail or both.
  - b. Second offense – a fine of not more than \$500.00 and/or a definite term of imprisonment of not more than sixty days in jail or both.
  - c. Third offense – a fine of not more than \$1,000.00 and/or a definite term of imprisonment of not more than ninety days in jail or both.
7. The court may grant you limited driving privileges under R.C. 4510.021 if your driver's license was suspended based on a notice issued by a child support enforcement agency because you are in default under a child support order or you have failed to comply with a subpoena or warrant issued by a court or agency with respect to a proceeding to enforce a child support order. You must request limited driving privileges and your request must be accompanied by a recent copy of your driver's abstract driving record from the registrar of motor vehicles.

\_\_\_\_\_  
JUDGE/MAGISTRATE

## INSTRUCTIONS TO THE CLERK

You are directed to serve this Order along with the Motion for Contempt and Affidavit to the

☐ Defendant/Petitioner or ☐ Plaintiff/Petitioner by:

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service

☐ Other (specify) \_\_\_\_\_

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used to request a change in the parenting time (visitation) order. A Request for Service (Uniform Domestic Relations Form 28) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion.

**MOTION FOR CHANGE OF PARENTING TIME (COMPANIONSHIP AND VISITATION) AND  
MEMORANDUM IN SUPPORT**

1. I, \_\_\_\_\_ (name), request this Court change the existing parenting time (companionship and visitation) Order filed on this date \_\_\_\_\_ (date filed) regarding the following minor child(ren):

**Name of Child**

**Date of Birth**

2. Select one:

☐ \_\_\_\_\_ (name) is currently designated the residential parent and/or legal custodian of the child(ren).

☐ The parties now have a Shared Parenting Plan.

3. I request that the Court change the parenting time (companionship and visitation) order because:

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4. I request that the Court change the existing parenting time (companionship and visitation) order in the following way: \_\_\_\_\_

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5. I believe that the changes I am requesting are in the child(ren)'s best interests.

\_\_\_\_\_  
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

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used to request a change in a shared parenting plan or a change in the designation of the sole residential parent and legal custodian. A Request for Service (Uniform Domestic Relations Form 28) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion.

**MOTION FOR CHANGE OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY)  
AND MEMORANDUM IN SUPPORT**

1. I, \_\_\_\_\_ (name), request this Court change the allocation of parental rights and responsibilities (custody) Order filed on this date \_\_\_\_\_ (filed date) regarding the following minor child(ren): \_\_\_\_\_

**Name of Child**

**Date of Birth**

Supreme Court of Ohio

Uniform Domestic Relations Form – 24

Uniform Juvenile Form – 6

**MOTION FOR CHANGE OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY)  
AND MEMORANDUM IN SUPPORT**

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013



2. Select one:

☐ \_\_\_\_\_ (name) is currently designated as the residential parent and/or legal custodian of the children and resides in the \_\_\_\_\_ School District.

☐ The parents now have a Shared Parenting Plan.

3. The circumstances have changed since the Court issued the existing order. The change in circumstances and any other reason for the requested change are as follows:

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4. I request that the Court change the existing order in the following way:

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5. I believe that the changes I am requesting are in the child(ren)'s best interests.

\_\_\_\_\_  
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

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

**Instructions:** This form is used to request a change in the child support or child support-related matters. A Request for Service (Uniform Domestic Relations Form 28) and an Affidavit of Income and Expenses (Uniform Domestic Relations Form–Affidavit 1) must be filed with this Motion.

**MOTION FOR CHANGE OF CHILD SUPPORT, MEDICAL SUPPORT,  
TAX EXEMPTION, OR OTHER CHILD-RELATED EXPENSES  
AND MEMORANDUM IN SUPPORT**

I, \_\_\_\_\_ (name), request this Court change my obligation to provide support or my right to receive support for the minor child(ren) as follows (check all that apply):

1. ☐ The amount of child support to be paid each month. The change I want the Court to order is:

Supreme Court of Ohio

Uniform Domestic Relations Form – 25

Uniform Juvenile Form – 7

**MOTION FOR CHANGE OF CHILD SUPPORT, MEDICAL SUPPORT, TAX EXEMPTION,  
OR OTHER CHILD-RELATED EXPENSES AND MEMORANDUM IN SUPPORT**

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013

2. ☐ The person responsible for providing health insurance for the child(ren). The change I want the Court to order is: \_\_\_\_\_

3. ☐ The amount of non-insured health care expenses of the minor child(ren) that I have to pay. The change I want the Court to order is: \_\_\_\_\_

4. ☐ The person who can claim the child(ren) as tax dependents. The change I want the Court to order is: \_\_\_\_\_

5. ☐ Other child-related expense. The change I want the Court to order is: \_\_\_\_\_

6. The circumstances have changed since the Court issued the existing order. The change in circumstances and any other reason for the requested change are as follows: \_\_\_\_\_

7. I believe that the requested changes are in the child(ren)'s best interests.

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

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

Name of Child: \_\_\_\_\_

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

**Instructions:** This form is used when you are claiming the other party has not paid health care bills. **Use a separate form for each child.** A Motion for Contempt and Affidavit (Uniform Domestic Relations Form 21) and a Show Cause Order, Notice and Instructions to Clerk (Uniform Domestic Relations Form 22) must be filed. You must bring copies of health care bills and Explanation of Benefits forms and proof of payment to the hearing. Be prepared to indicate the amount owed to you, service providers, collection agencies, or other entities. **If more space is needed, add additional pages.**

### EXPLANATION OF HEALTH CARE BILLS

Date of Treatment	Name of Service Provider (e.g., Doctor, Dentist, Therapist, Hospital) & Services Provided	Total Bill	Date Bill Sent to Other Party	Amount Insurance Paid	Amount You Paid	Amount Paid by Other Party	Amount of Unpaid Bill	Amount Due from Other Party

Total Amount of Claim \$ \_\_\_\_\_

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

Date \_\_\_\_\_

**IN THE COURT OF COMMON PLEAS**

**Division**

**COUNTY, OHIO**

**IN THE MATTER OF:**

\_\_\_\_\_  
A Minor

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

vs.

Judge \_\_\_\_\_

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

Magistrate \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

**WAIVER OF SERVICE OF SUMMONS**

I, \_\_\_\_\_ (name), acknowledge that I am the ☐ Petitioner ☐ Plaintiff  
☐ Defendant ☐ Respondent (select one) and that I have received a copy of the following documents filed or  
to be filed by the other party:

- ☐ Complaint for Parentage
- ☐ Complaint ☐ Motion (select one) for Allocation of Parental Rights and Responsibilities (Custody)
- ☐ Complaint ☐ Motion (select one) for Parenting Time (Companionship and Visitation)
- ☐ Complaint ☐ Motion (select one) for Establishment or Change of Child Support
- ☐ Journal Entry and Findings of Fact Supporting Child Support Deviation
- ☐ Health Insurance Affidavit
- ☐ Complaint for Divorce with Children
- ☐ Complaint for Divorce without Children
- ☐ Separation Agreement
- ☐ Shared Parenting Plan
- ☐ Parenting Plan
- ☐ Petition for Dissolution
- ☐ Agreed Judgment Entry, Magistrate's Decision, Order, and/or Magistrate's Order
- ☐ Affidavit of Income and Expenses

Supreme Court of Ohio

Uniform Domestic Relations Form – 27

Uniform Juvenile Form – 9

**WAIVER OF SERVICE OF SUMMONS**

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013

- ☐ Affidavit of Property
- ☐ Parenting Proceeding Affidavit
- ☐ Motion for Contempt and Affidavit
- ☐ Motion and Affidavit or Counter Affidavit for Temporary Orders with Oral Hearing
- ☐ Other (specify): \_\_\_\_\_

I waive service of summons of said document by the Clerk of Court.

\_\_\_\_\_  
Date

\_\_\_\_\_  
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

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

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

☐ Defendant/Petitioner at the address shown above.

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of \_\_\_\_\_ County, Ohio for ☐ Personal or ☐ Residence service

☐ Other (specify) \_\_\_\_\_

☐ Plaintiff/Petitioner at the address shown above.

Supreme Court of Ohio

Uniform Domestic Relations Form – 28

Uniform Juvenile Form – 10

REQUEST FOR SERVICE

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013

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

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

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

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

SPECIAL INSTRUCTIONS TO SHERIFF:

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