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SUMMIT COUNTY
CLERK OF COURTS
Charjuana L. Dinkes

IN THE COURT OF COMMON PLAW
DOMESTIC RELATIONS DIVISION
SUMMIT COUNTY, OHIO

ORIGINAL

Charjuana L. Dinkes

Plaintiff

vs.

Julius L. Dinkes

Defendant

CASE NO. 2008-06-1948

JUDGE CAROL J. DEZSO

CHIEF MAGISTRATE CARTER

JUDGMENT ENTRY

This matter is before the Court on Plaintiff's January 29, 2013 objection to the Magistrate's Decision of January 15, 2013 and on Plaintiff's February 8, 2013 brief in support thereof. Plaintiff argues that she objects to errors of law and that a full transcript is not needed. However, after a review of Plaintiff's objections, it is apparent that her objections to the magistrate's child support order, medical support order, finding of vexatious litigator and other objections concern the facts of this case. Thus, the Court requires a full transcript of the proceedings. Plaintiff failed to secure a transcript for the February 15, 2012, June 25, 2012, June 26, 2012, June 27, 2012 and June 28, 2012 trial dates.

This Court has reviewed Plaintiff's objections to the January 15, 2013 Magistrate's Decision. This Court finds that Plaintiff's objection are not well-taken and therefore overrules Plaintiff's objections.

Local Rules 27.04 (C) and (D) require that a party filing objections shall file a praecipe simultaneously with the objections and deposit costs to secure a transcript to the assigned court reporter within fourteen (14) days of the objections. Moreover, Civ.R. 53(D)(3)(b) provides that "[a]n objection to a factual finding ... shall be supported by a transcript of all the evidence submitted to the magistrate relevant to that finding[.]" *Batcher v. Batcher* (March 30, 2011), 9th Dist .No. 25314, unreported at 4.

Furthermore, "the objecting party shall file the transcript...with the court within thirty days after filing objections unless the court extends the time in writing for preparation of the transcript or other good cause." *Batcher*, at 4. Plaintiff is delinquent in depositing funds to secure the transcript.

In her objections, Plaintiff argues several questions of fact which cannot be reviewed without a transcript. *See Barnhart v. Barnhart* (Dec. 9, 1998), 9th Dist. No. 18868, unreported; *Teuber v. Teuber* (Apr. 22, 1998), 9th Dist. No. 97CA006762, unreported. Trial courts are required to accept the magistrate's findings of fact as correct in the absence of the transcript. *Batcher*, citing, *Galewood v. Terry Lumber & Supply Co.* (March 6, 2002) 9th Dist. No. 20770.

WHEREFORE, the Following Order is an Order of this Court:

1. The marriage contract existing between the Wife and Husband be dissolved, and both parties released from the obligations of said marriage contract and Wife be granted an absolute divorce from Husband on the grounds of incompatibility and having, without cohabitation, lived separate and apart for one year.
2. There are three children who are issue of this proceeding, namely, Benjamin, D.O.B. October 21, 1999; Bethany, D.O.B. October 21, 1999 and Caleb, D.O.B. September 14, 2002.
3. Father shall be the residential parent and legal custodian of the three minor children.
4. Mother shall be the non-residential parent. The exchange of the children shall take place at Family First Visitation Services HM Life Opportunity Services located at 1815 W. Market St., Suite 301, Akron, Ohio, phone number 330-376-5600. Each parent shall pay for one-half the cost of the Services fee. Each parent shall contact Family First Visitation Services and complete the appropriate paper work necessary for visitation to begin, if they have not already done so. Mother shall have parenting time every other weekend from Friday beginning at 6:00 p.m. until Sunday at 7:00 p.m.,

plus one evening a week, as the parties may agree. If the parties cannot agree, the midweek visit shall be Wednesday from 6:00 p.m. until 8:00 p.m. Summer vacation shall take place according to Part B of this Court's Parenting Time Schedule which is attached. Holiday Parenting Time shall be in accordance with Part C of this Court's Parenting Time Schedule which is attached. If Wife takes the children for summer visitation over the 4th of July and it is an even numbered year she shall return the children to Husband according to the Parenting Time Schedule. Days of Special Meaning shall be in accordance with Part D of this Court's Parenting Time Schedule which is attached. Notification of Change of Residence and Access to Records, Day Care and Activities shall be in accordance with Parts E and F of the Court's Parenting Time Schedule which is attached.

5. Father and the children shall continue to engage in counseling with Dr. Buchanan until Dr. Buchanan releases them from counseling and feels that counseling is no longer required.

6. Mother shall engage in individual counseling with a professional licensed counselor in order to address personal concerns, parenting skills and ability to focus on concerns and feelings of her children until the counselor feels that counseling is no longer required.

7. Communication between the parents with regards to the issues and needs of the children should be initiated through Our Family Wizard. Both parties shall set up an account and each party shall pay for their own cost.

8. Husband shall notify Wife within three (3) hours of any medical emergency in which a child is taken to the hospital. Wife shall notify Husband within three (3) hours of any medical emergency in which a child is taken to the hospital when she has parenting time.

9. Mother is entitled to access to any record that is related to the children and to which the residential parent is legally provided access under the same terms and conditions as the residential parent.

10. Mother is entitled to access to any student activity that is related to the children and to which the residential parent is legally provided access, under the same terms and conditions as the

residential parent.

11. It is further Ordered, Adjudged and Decreed that the residential parent shall file a notice to relocate if he intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the relocating parent cannot satisfy the 60-day requirement. Pursuant to the determination made under R.C. 3109.051(G)(2) and subject to further order of the Court, the parent who is not the residential parent shall be sent a copy of any notice of relocation filed with the Court.

12. Husband shall take the children as dependents beginning with the tax year 2012 for federal and state tax purposes unless Wife becomes employed and it is to her benefit. If Wife becomes employed, Husband shall take the children as dependents in odd numbered years and Wife shall take the children as dependents in even numbered years. The parties shall co-operate in signing Department of Treasury Internal Revenue Form 8332. The Court shall retain jurisdiction over this matter for enforcement purposes only.

13. Private health care insurance that would benefit the children is not available to either party at a reasonable cost. Due to the unavailability of private health insurance coverage at a reasonable cost, neither Mother nor Father is ordered to maintain such coverage. If health care insurance that would benefit the children becomes available to either party after this order is issued, he/she shall immediately inform CSEA. The CSEA shall then determine whether private health insurance coverage is available at a reasonable cost, and if so, shall require the party to obtain the insurance.

14. Because the gross income of the Obligor/mother in this case is one hundred fifty percent (150%) or more of the federal poverty level for an individual, the obligor shall pay cash medical support as stated below effective the first day of the month after this order is issued. The obligation for cash medical support shall end on the last day of the month immediately preceding the month in which

private health insurance coverage begins.

15. Any cash medical support paid pursuant to this order shall be paid by the obligor parent/mother to the other parent if the children are not Medicaid recipients or to the office of child support to defray the cost of Medicaid expenditures if the children are Medicaid recipients.

16. Because private health insurance for the children is not available, the obligor/mother shall pay child support for three (3) children in the amount of \$416.67 per month plus 2% processing charge for a total of \$425.00, and cash medical support of \$85.00 plus 2% processing charge for a total of \$86.70 effective April 1, 2012. This is just and equitable. A child support worksheet prepared by Chief Magistrate Allen G. Carter, Sr. showing the support calculation is attached hereto and made a part hereof.

17. As part of the monies owed by Husband to Wife, Wife shall not pay child support until May 1, 2013.

18. Father shall pay the first \$100 per calendar year towards each child's uninsured or unreimbursed health care costs. Costs above that amount are apportioned 50% to Father and 50% to Mother, **with credit to the Obligor Mother for any cash medical support ordered for any month the children are not Medicaid recipients.** This provision applies to insurance co-payments or deductibles and any reasonable uninsured expenses for the medical, psychological, dental, orthodontic, optical, prescription drug and appropriate, medically indicated private education for the minor children.

19. 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 R.C. 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. 3119, 3121, 3123, and 3125.

20. If support under this Order is not withheld or deducted from the income or assets of the obligor as stated above, then the obligor shall send the required payments to OCSPC, Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372.

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

22. Any child support arrearage owed by Husband shall not merge with this Order.

23. Husband shall owe to Wife \$7,550 for her one half interest in the \$15,100 as a result of his conveyance of the 1980 Stanwood property on or about December, 30, 2008. The property located at 1980 Stanwood Road, East Cleveland, Ohio is in foreclosure. If there is any liability on the property

each party shall pay one-half of the liability, including, but not limited to, amount owed to the mortgagor, taxes, insurance or utilities, and each party shall indemnify and hold the other harmless on his or her one-half of the liability. If there is any asset in the home, each party shall receive one-half of the asset. The Court shall retain jurisdiction over this matter for enforcement purposes only.

24. Husband's power tools are worth \$1500. The \$1500 shall be deducted from the amount Husband owes to Wife in the amount of \$7550 for his conveyance of the 1980 Stanwood property. ($\$7550 - \$1500 = \$6050.00$) Husband owes Wife \$6050.

25. Wife's pension is \$1,560.10. This is a marital asset. The funds shall be divided equally with each party receiving one-half of the value of the pension as of August 5, 2010. One-half of the value of Wife's pension is \$780.05 and shall be deducted from the above monies owed to Wife in the amount of $\$6050 - \$780.05 = \$5,269.95$ at paragraph 23 for a total due to Wife in the amount of \$5,269.95. The pension at Lincoln Life shall be the sole property of Wife.

26. Husband owes Wife \$5269.95. Wife owes back child support beginning April 1, 2012 in the amount of $\$416.67 \times 9 \text{ months} = \3750.03 until January 1, 2013. Credit shall be given to Wife for 3 months $\times \$416.67 = \1250.01 and \$269.91 towards the May, 2013 payment of child support for a total of \$5269.95. Husband shall not owe Wife any monies.

27. Wife shall retain the household goods and furnishings currently in her possession. Husband shall keep all household goods and furnishings in his possession. Husband shall keep all of the household goods and furnishing he purchased from Value City and shall pay, indemnify and hold Wife harmless on any debt from Value City for the furniture he purchased in April, 2008.

28. Any monies Wife received from her personal injury is her separate money free and clear of any claim by Husband.

29. Husband shall keep the Chrysler 300 free and clear of any claim by Wife. Husband shall be solely responsible for any and all debts owed on the 2006 Chrysler 300 and shall pay, indemnify and hold Wife harmless on any debt owed on the 2006 Chrysler 300. Husband shall keep

the 1979 Pontiac Grand Am 2W8 free and clear of any claim by Wife and shall pay, indemnify and hold Wife harmless on any debt owed on the 1979 Pontiac Grand Am 2W8. Wife's 2002 Ford Taurus was repossessed in October, 2008. Wife shall be solely responsible for any and all debts owed on the 2002 Ford Taurus and shall pay, indemnify and hold Husband harmless on any debt owed on the 2002 Ford Taurus. Wife shall keep the automobile currently in her possession and shall pay, indemnify and hold Husband harmless on any and all debt owed on the automobile.

30. Husband shall be solely responsible for the debt owed to Home Depot Rewards MasterCard; the debt to Bedford Municipal Court in the matter of Next Gen Group LTD; the debt to Value City Furniture; the Time Warner Cable account; any over draft protection fees owed to Huntington National; the debt to Encore; any debt owed on the Citi debt; the debt to Credit Management LP; the credit card debt to Fifth Third Bank with an account number beginning with 5414-1301-7513; the debt to Fifth Third Bank and shall pay and the debt owed to THD/CBNA and Husband shall pay, indemnify and hold Wife harmless on all the debts. The Court shall retain jurisdiction for enforcement purposes only.

31. Each party shall be responsible for paying one-half of the 2006 tax debt to the Regional Income Tax Agency, plus any interest accrued and shall indemnify and hold the other harmless on his or her one-half of the debt, plus any interest accrued. The Court shall retain jurisdiction for enforcement purposes only.

32. Wife shall pay, indemnify and hold Husband harmless on the debt owed by her to the Department of Treasury Internal Revenue Service in the amount of \$6,330.75, plus accrued interest. The Court shall retain jurisdiction for enforcement purposes only.

33. The debt to Cleveland Clinic is Wife's sole debt and Wife shall pay, indemnify and hold Husband harmless on the debt to Cleveland Clinic. The Court shall retain jurisdiction for enforcement purposes only.

34. Each party shall keep any and all bank accounts currently in his or her name free and

clear of each other.

35. Spousal support is not appropriate and reasonable. Spousal support shall not remain under the jurisdiction of this Court.

36. Each party shall pay their own attorney fees.

37. Plaintiff's Motion In Limine is denied.

38. Plaintiff's Motion for In Camera was granted.

39. Plaintiff's Motion for Production of Children's Hospital DVD Medical Records is denied.

40. Plaintiff's Motion to Modify Companionship and Other Relief is denied.

41. Plaintiff's Motion for Children's Information Regarding Health Care and Counseling is denied.

42. Defendant's Motion for Rule 11 Sanctions is denied.

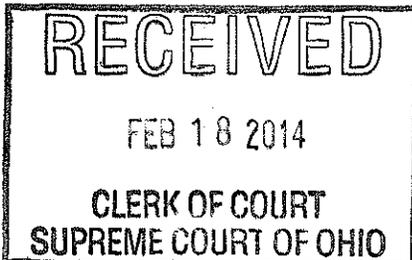
43. Wife is a vexatious litigator pursuant to R.C. 2323.52. The clerk of courts, pursuant to R.C. 2323.52(H):

"The clerk of courts of common pleas that enters an order under division (D)(1) of this section shall send a certified copy of the order to the supreme court for publication in a manner that the supreme court determines is appropriate and that will facilitate the clerk of court of claims and the clerk of court of appeals, court of common pleas, municipal court, or county court in refusing to accept pleadings or other papers submitted for filing by persons who have been found to be a vexatious litigator under this section and who have failed to obtain leave to proceed under this section."

44. If either party fails to execute, transfer or deliver any documents to the other party, a certified copy of this Order shall serve as the document necessary to effectuate the transfer.

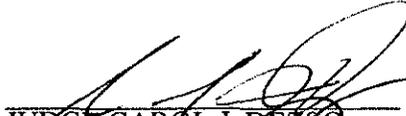
45. Any prior motions not specifically addressed are denied.

46. All restraining orders are released with the exception of any CPO or TPO.



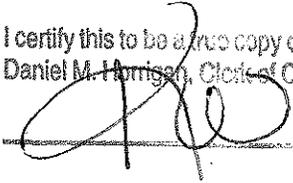
47. Cost to be assessed equally after application of deposit.

THIS IS A FINAL APPEALABLE ORDER


JUDGE CAROL J. BEZSO

cc: Ruth Gibson, Attorney for Plaintiff
Phyllis Brooks, Attorney for Defendant
CSEA

I certify this to be a true copy of the original
Daniel M. Harrison, Clerk of Courts.


Deputy

Attached: Child Support Worksheet
Standard Parenting Time Order