

AMENDMENTS TO THE OHIO RULES OF PRACTICE AND PROCEDURE

The following amendments to the Ohio Rules of Civil Procedure (3, 4.4, 16, 26, 34, 37, 75, and Amended Civil Forms), the Ohio Rules of Criminal Procedure (11, 19, 31, 33, and 41), the Ohio Rules of Appellate Procedure (4 and 21), the Ohio Rules of Evidence (601), and the Ohio Rules of Superintendence (36.33). The history of these amendments is as follows:

September 21, 2020	First publication for public comment (ENDING Nov. 5, 2020)
January 13, 2021	Second publication for public commend (ENDING Feb. 27, 2021)

Key to Adopted Amendments:

1. Unaltered language appears in regular type. Example: text
2. Language that has been deleted appears in strikethrough. Example: ~~text~~
3. New language that has been added appears in underline. Example: text

PROPOSED AMENDMENTS TO THE RULES OF PRACTICE AND PROCEDURE IN OHIO COURTS

Comments requested: The Supreme Court of Ohio will accept public comments until February 27, 2021 on the following proposed amendments the Ohio Rules of Civil Procedure (3, 4.4, 16, 26, 34, 37, 75, and Amended Civil Forms), the Ohio Rules of Criminal Procedure (11, 19, 31, 33, and 41), the Ohio Rules of Appellate Procedure (4 and 21), the Ohio Rules of Evidence (601), and the Ohio Rules of Superintendence (36.33). The amended civil forms were enacted as effective on September 21, 2020; however, the Court will still accept public comment on the forms as they can be amended further.

Authority: The proposed amendments are being considered by the Supreme Court pursuant to Article IV, Section 5(B) of the Ohio Constitution, as proposed by the Commission on the Rules of Practice and Procedure in Ohio Courts and pursuant to the document styled “Process for Amending the Rules of Practice and Procedure in Ohio Courts” as set forth on the following page.

Purpose of Publication: The Supreme Court has authorized the publication of the proposed amendments for public comment. The authorization for publication by the Court is neither an endorsement of, nor a declaration of intent to approve the proposed amendments. The purpose of the publication is to invite the judiciary, the practicing bar, and the public at large to provide thoughtful and meaningful feedback on the legal and practical effect of the proposed amendments.

Comment Contact: Comments on the proposed amendments must be submitted in writing to Jesse Mosser, Legislative Counsel, Supreme Court of Ohio, 65 South Front Street, 7th Floor, Columbus, Ohio 43215-3431 or ruleamendments@sc.ohio.gov and received no later than February 27, 2021. Please include your full name and regular mailing address in any comment submitted by e-mail. Copies of all comments submitted will be provided to each member of the Commission on the Rules of Practice and Procedure and each Justice of the Supreme Court.

Comment Deadline: Comments must be submitted no later than February 27, 2021.

Staff Notes: A Staff Note may follow a proposed amendment. Staff Notes are prepared by the Commission on the Rules of Practice and Procedure. Although the Supreme Court uses the Staff Notes during its consideration of proposed amendments, the Staff Notes are not adopted by the Supreme Court and are not a part of the rule. As such, the Staff Notes represent the views of the Commission on the Rules of Practice and Procedure and not necessarily those of the Supreme Court. The Staff Notes are not filed with the General Assembly, but are included when the proposed amendments are published for public comment and are made available to the appropriate committees of the General Assembly.

PROCESS FOR AMENDING THE RULES OF PRACTICE AND PROCEDURE IN OHIO COURTS

In 1968 the citizens of Ohio approved proposed amendments to Article IV of the Ohio Constitution granting the Supreme Court, among other duties, rule-making authority for the judicial branch of Ohio government. These amendments are widely known as the Modern Courts Amendment.

Pursuant to this rule-making authority, the Supreme Court has created the Commission on the Rules of Practice and Procedure (“Commission”). The Commission consists of nineteen members, including judges as nominated by the six judges’ associations, and members of the practicing bar appointed by the Supreme Court. The Commission reviews and recommends amendments to the Rules of Civil Procedure, Rules of Criminal Procedure, Rules of Appellate Procedure, Rules of Juvenile Procedure, and Rules of Evidence.

In the fall of each year, the Commission submits to the Supreme Court proposed amendments to the rules of practice and procedure that it recommends take effect the following July 1. The Supreme Court then authorizes the publication of the rules for public comment. The authorization by the Court of the publication of the proposed amendments is neither an endorsement of, nor a declaration of, intent to approve the proposed amendments. It is an invitation to the judiciary, the practicing bar, and the public at large to provide thoughtful and meaningful feedback on the legal and practical effect of the proposed amendments. The public comments are reviewed by the Commission which may withdraw, amend, or resubmit all or any provision of the proposed amendments to the Supreme Court. Pursuant to Article IV, Section 5(B) of the Ohio Constitution, if the proposed amendments are to take effect by July 1, the Supreme Court is required to file the proposed amendments with the General Assembly by January 15.

Once the proposed amendments are filed with the General Assembly they are published by the Supreme Court for a second round of public comment. The Court’s authorization of a second round of publication for public comment is neither an endorsement of, nor a declaration of intent to approve the proposed amendments. As with the first round of publication, it is an approval inviting the judiciary, the practicing bar, and the public at large to provide thoughtful and meaningful feedback on the legal and practical effects of the proposed amendments. Once the second round of public comments is ended, the comments are reviewed by the Commission which may withdraw, amend, or resubmit all or any provision of the proposed amendments to the Supreme Court for final consideration.

Pursuant to Article IV, Section 5(B) of the Ohio Constitution, the Supreme Court has until April 30 of each year to accept all or any provision of the proposed amendments, and file with the General Assembly the amendments which the Court approves. The General Assembly has until June 30 to issue a concurrent resolution of disapproval for all or any portion of a proposed amendment the Supreme Court has proposed. If a concurrent resolution of disapproval is not issued by that date, the proposed amendments become effective July 1.

Below is a summary of the proposed amendments. In addition to the substantive amendments, non-substantive grammar and gender-neutral language changes are made throughout any rule that is proposed for amendment.

Summary

1. OHIO RULES OF CIVIL PROCEDURE

- Domestic Relations Cases (Civ.R. 3, 4.4, and 75)

The Commission recommends this series of amendments which would conform the Civil Rules with recently-enacted statutory changes. In March 2019, statutory jurisdiction for custody cases was modified for juvenile courts and domestic relations courts. These amendments conform the rule to those changes.

Additionally, some changes were proposed to Civ.R. 75 to update and streamline the rule. These changes include provisions to ensure parties are served notice of hearings and to remove the ability to delay a decree until child support is secured.

- Destruction of Electronic Discovery (Civ.R. 37)

The Commission recommends this amendment to conform Rule 37(E) to match the corresponding federal rule. The current rule requires a trial court to issue a sanction against a party for destruction of electronic discovery, and then inquire into the culpability of the party which destroyed the material. The proposed amendment would require such an inquiry first, then allow the trial court to proscribe an appropriate remedy.

The Commission did propose amending the title of Rule 37(E) to reference failure to *preserve* electronic discovery as opposed to a failure to disclose it. This title change better tracks the substance of the proposed rule.

- Cross-Reference and Style Fixes (Civ.R. 16, 26, and 34)

Over the last two years, these three rules have been amended. Practitioners and commission members have located a handful of cross-references that need corrected or made clearer. The Commission also made changes to rule references that use Supreme Court of Ohio-specific citation style, such as using “Civ.R. 26” instead of “Rule 26.”

2. OHIO RULES OF CRIMINAL PROCEDURE AND OHIO RULES OF SUPERINTENDENCE

- Video Appearance for Pleas and Search Warrants (Crim.R. 11 and 41)

The Commission proposes these amendments to make clear that defendants and affiants may appear before the court electronically for plea hearings and search warrant applications, respectively. These proposals came about after the Commission reviewed the criminal rules for possible changes in light of the COVID-19 pandemic.

The Commission found that some jurisdictions were uncertain if plea hearings and search warrant applications could be handled by way of video or other electronic means. This amendment would provide clarity in that regard.

Following public comment, the Commission voted to add language that made it clear that the return of a search warrant could also be conducted by electronic means under Crim.R. 41.

- Motion for New Trial (Crim.R. 33)

The Commission proposes amendments to Crim.R. 33 following the Supreme Court of Ohio's decision in *State v. Ramirez*, 2020-Ohio-602. In *Ramirez*, the Court held that while Crim.R. 33 implies the defendant would receive a new trial, a finding of insufficient evidence for a conviction would mean double jeopardy should attach and bar any new trial. As such, the Commission has proposed removing the option to grant a new trial if the evidence is not sufficient to sustain a conviction. The defendant could still raise that same argument by way of Crim.R. 29, and Crim.R. 33 would then follow current case law.

- Magistrates Serving on Specialized Dockets (Crim.R. 19 and Sup.R. 36.33)

The Commission also proposes amendments to Crim.R. 19 to allow magistrates to preside over specialized dockets when specifically permitted by the Ohio Rules of Superintendence. This proposal was submitted for public comment in 2019, but ultimately pulled from consideration after the Specialized Dockets Committee was continuing to work toward companion language in the Rules of Superintendence to allow magistrates to handle these dockets. That language is now complete, and is proposed as follows by the Commission on the Rules of Superintendence:

RULE 36.33. Magistrate Authority

During the temporary absence or disability of the judge of a specialized docket in the general, probate, or domestic relations division of a court of common pleas; a municipal court; a county court; or a division of the court due to the vacation, illness, leave of absence, or unavailability due to judicial obligations of the judge, the following shall apply:

(A) A magistrate of the court or division may conduct treatment team meetings and status review hearings for the specialized docket;

(B) The magistrate shall act in accordance with the authority and limitations granted by this rule and the “Specialized Dockets Standards,” as set forth in Appendix I to this rule;

(C) The magistrate shall have the same authority granted to the judge in conducting the proceedings of the specialized docket, excluding the imposition of jail.

It is the intention of both Commissions that the changes to Sup.R. 36.33 and Crim.R. 19 would be enacted at the same time. The Court will also be accepting public comment on proposed Sup.R. 36.33 at this time.

3. OHIO RULES OF APPELLATE PROCEDURE

- “Judgment” Language
(App.R. 4)

The Commission recommends amendments to this rule which would bring it in compliance with recent change to Civ.R. 58 in regards to the use of the term “judgment.”

- Audio Recording of Oral Arguments
(App.R. 21)

The Commission proposes this amendment which would require an appellate court to maintain an audio recording or video recording of any oral argument on a case. This proposal was made by a member of the public, and the Commission learned that it is common practice in some appellate districts but not all. Under this proposal, the recording would be made available to the public on request. This requirement would not be effective until September 1, 2021, to allow appellate courts time to prepare for such recordings.

4. OHIO RULES OF EVIDENCE

- Correction of Numbering and Lettering
(Evid.R. 601)

Following the enactment of amended Evid.R. 601, it was discovered that the rule was organized in such a way as to be confusing. This proposed amendment is intended to clarify and simplify the numbering and lettering of the rule’s subsections.

5. UNIFORM DOMESTIC RELATIONS AND JUVENILE FORMS

- Redesign

The Commission recommended, and the Court enacted, the amendment of several form in the Uniform Domestic Relations and Juvenile Forms.

1 **OHIO RULES OF CIVIL PROCEDURE**

2
3 **RULE 3. Commencement of Action; Venue**

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

6
7 **(C) Venue: where proper.** Any action may be venued, commenced, and decided in any court
8 in any county. When applied to county and municipal courts, “county,” as used in this rule, shall
9 be construed, where appropriate, as the territorial limits of those courts. Proper venue lies in any
10 one or more of the following counties:

11
12 (1) The county in which the defendant resides;

13
14 (2) The county in which the defendant has his or her principal place of business;

15
16 (3) A county in which the defendant conducted activity that gave rise to the claim for
17 relief;

18
19 (4) A county in which a public officer maintains his or her principal office if suit is
20 brought against the officer in the officer’s official capacity;

21
22 (5) A county in which the property, or any part of the property, is situated if the subject
23 of the action is real property or tangible personal property;

24
25 (6) The county in which all or part of the claim for relief arose; or, if the claim for relief
26 arose upon a river, other watercourse, or a road, that is the boundary of the state, or of two or more
27 counties, in any county bordering on the river, watercourse, or road, and opposite to the place
28 where the claim for relief arose;

29
30 (7) In actions described in Civ.R. 4.3, in the county where plaintiff resides;

31
32 (8) In an action against an executor, administrator, guardian, or trustee, in the county
33 in which the executor, administrator, guardian, or trustee was appointed;

34
35 (9) In actions for divorce, annulment, or legal separation, in the county in which the
36 plaintiff is and has been a resident for at least ninety days immediately preceding the filing of the
37 complaint;

38
39 (10) In domestic relations actions pertaining to the care, custody, control, and support of
40 a child not otherwise described in (C)(9), in the county of the child’s residence or where the child
41 was last known to reside;

42
43 (11) In actions for a civil protection order, in the county in which the petitioner currently
44 or temporarily resides;

45

46 ~~(11)~~(12) In tort actions involving asbestos claims, silicosis claims, or mixed dust
47 disease claims, only in the county in which all of the exposed plaintiffs reside, a county where all
48 of the exposed plaintiffs were exposed to asbestos, silica, or mixed dust, or the county in which
49 the defendant has his or her principal place of business.

50
51 ~~(12)~~(13) If there is no available forum in divisions (C)(1) to (C)~~(10)~~(11) of this rule,
52 in the county in which plaintiff resides, has his or her principal place of business, or regularly and
53 systematically conducts business activity;

54
55 ~~(13)~~(14) If there is no available forum in divisions (C)(1) to (C)~~(11)~~(12) of this rule:

56 (a) In a county in which defendant has property or debts owing to the defendant subject
57 to attachment or garnishment;

58
59 (b) In a county in which defendant has appointed an agent to receive service of process
60 or in which an agent has been appointed by operation of law.

61
62
63 **[Existing language unaffected by the amendments is omitted to conserve space]**

64
65 **(I) Definitions.** As used in division (C)~~(11)~~(12) of this rule:

66
67 (1) “Asbestos claim” has the same meaning as in section 2307.91 of the Revised Code;

68
69 (2) “Silicosis claim” and “mixed dust disease claim” have the same meaning as in
70 section 2307.84 of the Revised Code;

71
72 (3) In reference to an asbestos claim, “tort action” has the same meaning as in section
73 2307.91 of the Revised Code;

74
75 (4) In reference to a silicosis claim or a mixed dust disease claim, “tort action” has the
76 same meaning as in section 2307.84 of the Revised Code.

77
78 **[Existing language unaffected by the amendments is omitted to conserve space]**

79

80 **RULE 4.4. Process: Service by Publication**

81
82 **(A) Residence unknown.**

83
84 **(1) Service by Publication in a Newspaper.** Except in an action or proceeding
85 governed by division (A)(2) of this rule, when service of process is required upon a party whose
86 residence is unknown, service shall be made by publication in actions where such service is
87 authorized by law. Before service by publication can be made, an affidavit of the party requesting
88 service or that party's counsel shall be filed with the court. The affidavit shall aver that service of
89 summons cannot be made because the residence of the party to be served is unknown to the affiant,
90 all of the efforts made on behalf of the party to ascertain the residence of the party to be served,
91 and that the residence of the party to be served cannot be ascertained with reasonable diligence.
92

93 Upon the filing of the affidavit, the clerk shall cause service of notice to be made by
94 publication in a newspaper of general circulation in the county in which the action or proceeding
95 is filed. If no newspaper is published in that county, then publication shall be in a newspaper
96 published in an adjoining county. The publication shall contain the name and address of the court,
97 the case number, the name of the first party on each side, and the name and last known address, if
98 any, of the person or persons whose residence is unknown. The publication also shall contain a
99 summary statement of the object of the pleading or other document seeking relief against a party
100 whose residence is unknown, and a summary statement of the demand for relief, and shall notify
101 the party to be served that such party is required to answer or respond either within twenty-eight
102 days after the publication or at such other time after the publication that is set as the time to appear
103 or within which to respond after service of such pleading or other document. The publication shall
104 be published at least once a week for six successive weeks unless publication for a lesser number
105 of weeks is specifically provided by law. Service of process shall be deemed complete at the date
106 of the last publication.
107

108 After the last publication, the publisher or its agent shall file with the court an affidavit
109 showing the fact of publication together with a copy of the notice of publication. The affidavit and
110 copy of the notice shall constitute proof of service of process.
111

112 **(2) Service by Publication by Posting and Mail.**

113
114 **(a) Actions and Proceedings other than Civil Protection Order Proceedings.** In
115 divorce, annulment, or legal separation actions, and in actions pertaining to the care, custody, ~~and~~
116 control, and support of children ~~whose parents are not married~~, and in all post-decree proceedings:
117

- 118 (i) if the residence of the party upon whom service is sought is unknown; and,
119
120 (ii) if the matter is not governed by Civ. R. 65.1; and,
121
122 (iii) if the party requesting service upon another party is proceeding with a poverty
123 affidavit;
124
125

126
127 service by publication shall be made by posting and mail. Before service by posting and mail can
128 be made under this division (A)(2)(a), an affidavit of the party requesting service or that party's
129 counsel shall be filed with the court. The affidavit shall contain the same averments required by
130 division (A)(1) of this rule and, in addition, shall set forth the defendant's last known address.

131
132 Upon the filing of the affidavit, the clerk shall cause service of notice to be made by posting
133 in a conspicuous place in the courthouse or courthouses in which the general and domestic relations
134 divisions of the court of common pleas for the county are located and in two additional public
135 places in the county that have been designated by local rule for the posting of notices pursuant to
136 this rule. Alternatively, the postings, except for protection orders issued pursuant to Civ.R. 65.1,
137 under this division (A)(2)(a), may be made on the website of the clerk of courts, if available, in a
138 section designated for such purpose. The notice shall contain the same information required by
139 division (A)(1) of this rule to be contained in a newspaper publication. The notice shall be posted
140 for six successive weeks.

141
142 **(b) Civil Protection Order Proceedings.** In civil protection order proceedings where
143 the party's residence upon whom service is sought is unknown, service may be made by posting
144 and mail without the necessity of a poverty affidavit. Before service by posting and mail can be
145 made under this division (A)(2)(b), an affidavit of the party requesting service or that party's
146 counsel shall be filed with the court. The affidavit shall contain the same averments required by
147 division (A)(1) of this rule and, in addition, shall set forth the last known address of the party to
148 be served.

149
150 Upon the filing of the affidavit, the clerk shall cause service of notice to be made by posting
151 in a conspicuous place in the courthouse or courthouses within the county where Civ.R. 65.1
152 civil protection order proceedings may be filed and in two additional public places in the county
153 that have been designated by local rule for the posting of notices pursuant to this rule. The
154 postings under this division (A)(2)(b) shall not be made on the website of the clerk of courts.
155 The notice shall contain the same information required by division (A)(1) of this rule to be
156 contained in a newspaper publication. The notice shall be posted for six successive weeks.

157
158 **(c) Additional Requirement for Mailing.** When service by publication is sought by
159 posting and mail under either division (A)(2)(a) or division (A)(2)(b) of this rule, the clerk shall
160 also cause the documents for service to be mailed by United States ordinary mail, address
161 correction requested, to the last known address of the party to be served. The clerk shall obtain a
162 certificate of mailing from the United States Postal Service. If the clerk is notified of a corrected
163 or forwarding address of the party to be served within the six-week period that notice is posted
164 pursuant to division (A)(2)(a) or division (A)(2)(b) of this rule, the clerk shall cause the
165 documents for service to be mailed to the corrected or forwarding address. The clerk shall note
166 the name, address, and date of each mailing on the docket.

167
168 **(d) Docket Entry of Posting; Completion of Service.** After the last week of posting
169 under either division (A)(2)(a) or division (A)(2)(b) of this rule, the clerk shall note on the docket
170 where and when notice was posted. Service shall be complete upon the entry of posting.

171
172 **[Existing language unaffected by the amendments is omitted to conserve space]**

173 **RULE 16. Pretrial Procedure**

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

176 **(B) Scheduling.**

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178
179 (1) Scheduling Order. Except for matters listed in Civ. R. 1(C), the court shall issue a
180 scheduling order:

181 (a) after receiving the parties' report under Civ. R. 26(F);

182
183 (b) after consulting with the parties' attorneys and any unrepresented parties at a scheduling
184 conference; or

185 (c) sua sponte by the court.

186
187
188 (2) Time to Issue. The court shall issue the scheduling order as soon as practicable, but
189 unless the court finds good cause for delay, the court shall issue it within the earlier of 90 days
190 after any defendant has been served with the complaint or 60 days after any defendant has
191 responded to the complaint.

192 (3) Contents. The scheduling order may:

193 (a) limit the time to join other parties, amend the pleadings, complete discovery, and file
194 motions;

195 (b) modify the timing of disclosures under Civ. R. 26(A)(B)(3);

196 (c) modify the extent of discovery;

197 (d) provide for disclosure, discovery, or preservation of electronically stored information;

198 (e) direct that before moving for an order relating to discovery, the movant must request a
199 conference with the court;

200 (f) set dates for pretrial conferences and for trial; and

201 (g) include other appropriate matters.

202
203 (4) Modifying a Schedule. A schedule may be modified only for good cause and with the
204 court's consent.

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

217 **RULE 26. General Provisions Governing Discovery**

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

220
221 **(B) Scope of discovery.** Unless otherwise ordered by the court in accordance with these
222 rules, the scope of discovery is as follows:

223
224 (1) **In General.** Unless otherwise limited by court order, the scope of discovery is as
225 follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any
226 party's claim or defense and proportional to the needs of the case, considering the importance of
227 the issues at stake in the action, the amount in controversy, the parties' relative access to relevant
228 information, the parties' resources, the importance of the discovery in resolving the issues, and
229 whether the burden or expense of the proposed discovery outweighs its likely benefit. Information
230 within this scope of discovery need not be admissible in evidence to be discoverable.

231
232 (2) **Insurance agreements.** A party may obtain discovery of the existence and contents of
233 any insurance agreement under which any person carrying on an insurance business may be liable
234 to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse
235 for payments made to satisfy the judgment. Information concerning the insurance agreement is
236 not by reason of disclosure subject to comment or admissible in evidence at trial.

237
238 (3) **Initial Disclosure by a Party**

239
240 (a) Without awaiting a discovery request, a party must provide to the other
241 parties, except as exempted by Civ. R. 26(B)(3)(b) or as otherwise stipulated, or ordered
242 by the court:

243
244 (i) the name and, if known, the address and telephone number of each
245 individual likely to have discoverable information - along with the subjects
246 of that information - that the disclosing party may use to support its claims
247 or defenses, unless the use would be solely for impeachment;

248
249 (ii) a copy - or a description by category and location - of all documents,
250 electronically stored information, and tangible things that the disclosing
251 party has in its possession, custody, or control and may use to support its
252 claims or defenses, unless the use would be solely for impeachment;

253
254 (iii) a computation of each category of damages claimed by the
255 disclosing party - who must also make available for inspection and copying
256 as under Civ. R. 34 the documents or other evidentiary material, unless
257 privileged or protected from disclosure, on which each computation is
258 based, including materials bearing on the nature and extent of injuries
259 suffered; and

260
261 (iv) for inspection and copying as under Civ. R. 34, any insurance
262 agreement under which an insurance business may be liable to satisfy all or

263 part of a possible judgment in the action or to indemnify or reimburse for
264 payments made to satisfy the judgment.

265
266 (b) The following proceedings are exempt from initial disclosure:

267 (i) an action for review on an administrative record;

268 (ii) an action brought without an attorney by a person in the custody of
269 the United States, a state, or a state subdivision;

270 (iii) an action to enforce or quash an administrative summons or
271 subpoena;

272 (iv) a proceeding ancillary to a proceeding in another court; and

273 (v) an action to enforce an arbitration award.

274
275
276 (c) A party must make the initial disclosures no later than the parties' first pre-
277 trial or case management conference, unless a different time is set by stipulation or court
278 order, or unless a party objects. In ruling on the objection, the court must determine what
279 disclosures, if any, are to be made and must set the time for disclosure.

280 (d) A party that is first served or otherwise joined after the first pre-trial or case
281 management conference must make the initial disclosures within 30 days after being served
282 or joined, unless a different time is set by stipulation or court order.

283 (e) A party must make its initial disclosures based on the information then
284 reasonably available to it. A party is not excused from making its disclosures because it
285 has not fully investigated the case or because it challenges the sufficiency of another party's
286 disclosures or because another party has not made its disclosures.

287
288 (4) Trial preparation: materials. Subject to the provisions of subdivision (B)(5) and (6) of
289 this rule, a party may obtain discovery of documents, electronically stored information and tangible
290 things prepared in anticipation of litigation or for trial by or for another party or by or for that other
291 party's representative (including his attorney, consultant, surety, indemnitor, insurer, or agent) only
292 upon a showing of good cause therefor. A statement concerning the action or its subject matter
293 previously given by the party seeking the statement may be obtained without showing good cause.
294 A statement of a party is (a) a written statement signed or otherwise adopted or approved by the
295 party, or (b) a stenographic, mechanical, electrical, or other recording, or a transcription thereof,
296 which is a substantially verbatim recital of an oral statement which was made by the party and
297 contemporaneously recorded.

298
299 (5) Specific Limitations on Electronically Stored Information. A party need not provide
300 discovery of electronically stored information from sources that the party identifies as not
301 reasonably accessible because of undue burden or cost. On motion to compel discovery or for a
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308 protective order, the party from whom discovery is sought must show that the information is not
309 reasonably accessible because of undue burden or cost. If that showing is made, the court may
310 nonetheless order discovery from such sources if the requesting party shows good cause,
311 considering the limitations of Rule 26(B)(6). The court may specify conditions for the discovery.

312
313 (6) Limitations on Frequency and Extent.

314
315 (a) When Permitted. By order, the court may limit the number of depositions,
316 requests under Rule 36, and interrogatories or the length of depositions.

317
318 (b) When Required. On motion or on its own, the court must limit the frequency
319 or extent of discovery otherwise allowed by these rules or by local rule if it determines
320 that:

321
322 (i) the discovery sought is unreasonably cumulative or duplicative,
323 or can be obtained from some other source that is more convenient, less
324 burdensome, or less expensive;

325
326 (ii) the party seeking discovery has had ample opportunity to obtain the
327 information by discovery in the action; or

328
329 (iii) the proposed discovery is outside the scope permitted by Rule 26(B)(1).

330
331 (c) In ordering production of electronically stored information, the court may
332 specify the format, extent, timing, allocation of expenses and other conditions for the
333 discovery of the electronically stored information.

334
335 (7) Disclosure of Expert Testimony.

336
337 (a) A party must disclose to the other parties the identity of any witness it may use
338 at trial to present evidence under Ohio Rule of Evidence 702, 703, or 705.

339
340 (b) The reports of expert witnesses expected to be called by each party shall be
341 exchanged with all other parties. The parties shall submit expert reports and curricula vitae
342 in accordance with the time schedule established by the Court. The party with the burden
343 of proof as to a particular issue shall be required to first submit expert reports as to that
344 issue. Thereafter, the responding party shall submit opposing expert reports within the
345 schedule established by the Court.

346
347 (c) Other than under subsection (d), a party may not call an expert witness to testify
348 unless a written report has been procured from the witness and provided to opposing
349 counsel. The report of an expert must disclose a complete statement of all opinions and the
350 basis and reasons for them as to each matter on which the expert will testify. It must also
351 state the compensation for the expert's study or testimony. Unless good cause is shown, all
352 reports and, if applicable, supplemental reports must be supplied no later than thirty (30)

353 days prior to trial. An expert will not be permitted to testify or provide opinions on matters
354 not disclosed in his or her report.

355
356 (d) Healthcare Providers. A witness who has provided medical, dental, optometric,
357 chiropractic, or mental health care may testify as an expert and offer opinions as to matters
358 addressed in the healthcare provider's records. Healthcare providers' records relevant to
359 the case shall be provided to opposing counsel in lieu of an expert report in accordance
360 with the time schedule established by the Court.

361 (e) A party may take a discovery deposition of their opponent's expert witness only
362 after the mutual exchange of reports has occurred unless the expert is a healthcare provider
363 permitted to testify as an expert under subsection (d). Upon good cause shown, additional
364 time after submission of both sides' expert reports will be provided for these discovery
365 depositions if requested by a party. If a party chooses not to hire an expert in opposition to
366 an issue, that party will be permitted to take the discovery deposition of the proponent's
367 expert.

368
369 (f) Drafts of any report provided by any expert, regardless of the form in which the
370 draft is recorded, are protected by division (B)(4) of this rule.

371
372 (g) Communications between a party's attorney and any witness identified as an
373 expert witness under division (B)(7) of this rule regardless of the form of the
374 communications, are protected by division (B)(4) of this rule except to the extent that the
375 communications:

376
377 (i) relate to compensation for the expert's study or testimony;

378
379 (ii) identify facts or data that the party's attorney provided and that the
380 expert considered in forming the opinions to be expressed; or

381
382 (iii) identify assumptions that the party's attorney provided and that the
383 expert relied on in forming the opinions to be expressed.

384
385 (h) Expert Employed Only for Trial Preparation. Ordinarily, a party may not, by
386 interrogatories or deposition, discover facts known or opinions held by an expert who has
387 been retained or specially employed by another party in anticipation of litigation or to
388 prepare for trial and who is not expected to be called as a witness at trial. But a party may
389 do so only:

390
391 (i) as provided in ~~Rule 35(b)~~ Civ.R. 35(B); or

392
393 (ii) on showing exceptional circumstances under which, it is impracticable
394 for the party to obtain facts or opinions on the same subject by other means.

395
396 (iii) The party seeking discovery under division (B)(7) of this rule shall pay
397 the expert a reasonable fee for time spent in deposition.

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(8) Claims of Privilege or Protection of Trial-Preparation Materials.

(a) Information Withheld. When information subject to discovery is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(b) Information Produced. If information is produced in discovery that is subject to a claim of privilege or of protection as trial preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial preparation material. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The producing party must preserve the information until the claim is resolved.

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

(F) Conference of the Parties; Planning for Discovery.

(1) Conference Timing. Except those matters excepted under Civ. R. 1(C), or when the court orders otherwise, the attorneys and unrepresented parties shall confer as soon as practicable - and in any event no later than 21 days before a scheduling conference is to be held.

(2) Conference Content; Parties' Responsibilities. In conferring, the parties must consider the nature and basis of their claims and defenses and the possibilities for promptly settling or resolving the case; make or arrange for the disclosures required by Civ. R. ~~26(A)(4)~~(B)(3); discuss any issues about preserving discoverable information; and develop a proposed discovery plan. The attorneys of record and all unrepresented parties that have appeared in the case are jointly responsible for arranging the conference, for attempting in good faith to agree on the proposed discovery plan, and for filing with the court within 14 days after the conference a written report outlining the plan. The court may order the parties or attorneys to attend the conference in person.

(3) Discovery Plan. A discovery plan shall state the parties' views and proposals on:

(a) what changes should be made in the timing, form, or requirement for disclosures under Civ. R. 26(B), including a statement of when initial disclosures were made or will be made;

(b) agreed-upon deadlines for discovery and other items that may be included in a case schedule to be issued under ~~Rule 16~~ Civ.R. 16, any proposed modifications to a

443 schedule already issued under Civ. R. 16, and compliance with Sup. R 39 and 42.
444

445 (c) the subjects on which discovery may be needed, when discovery should be
446 completed, and whether discovery should be conducted in phases or be limited to or
447 focused on particular issues;

448
449 (d) any issues about disclosure, discovery, or preservation of electronically
450 stored information, including the form or forms in which it should be produced;

451
452 (e) disclosure and the exchange of documents obtained through public records
453 requests;

454
455 (f) any issues about claims of privilege or of protection as trial-preparation
456 materials;

457
458 (g) what changes should be made in the limitations on discovery imposed under
459 these rules or by local rule, and what other limitations should be imposed;

460
461 (h) any other orders that the court should issue under Civ. R. 26(C) or under
462 Civ. R. 16(B) and (C); and any modifications required or to be requested under any scheduling
463 order issued under Civ. R. 16.

464
465 **[Existing language unaffected by the amendments is omitted to conserve space]**
466

467 **RULE 34. Producing documents, electronically stored information, and tangible**
468 **things, or entering onto land, for inspection and other purposes.**

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

471
472 **(B) Procedure.** Without leave of court, the request may be served upon the plaintiff after
473 commencement of the action and upon any other party after service of the summons and complaint
474 upon that party. The request shall set forth the items to be inspected either by individual item or
475 by category and describe each item and category with reasonable particularity. The request shall
476 specify a reasonable time, place, and manner of making the inspection and performing the related
477 acts. The request may specify the form or forms in which electronically stored information is to be
478 produced, but may not require the production of the same information in more than one form. The
479 party serving the request shall serve an electronic copy of the request on a shareable medium and
480 in an editable format by electronic mail, or by other means agreed to by the parties. A party who
481 is unable to provide an electronic copy of the ~~interrogatories~~ requests may seek leave of court to
482 be relieved of this requirement.

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

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486 **RULE 37. Failure to Make Discovery: Sanctions**

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

489 **(E) Failure to ~~provide~~ preserve electronically stored information.**

491 ~~Absent exceptional circumstances, a court may not impose sanctions under these rules on~~
492 ~~a party for failing to provide electronically stored information lost as a result of the routine, good-~~
493 ~~faith operation of an electronic information system. The court may consider the following factors~~
494 ~~in determining whether to impose sanctions under this division:~~

496 (1) ~~Whether and when any obligation to preserve the information was triggered;~~

498 (2) ~~Whether the information was lost as a result of the routine alteration or deletion of~~
499 ~~information that attends the ordinary use of the system in issue;~~

501 (3) ~~Whether the party intervened in a timely fashion to prevent the loss of information;~~

502 (4) ~~Any steps taken to comply with any court order or party agreement requiring~~
503 ~~preservation of specific information;~~

504 (5) ~~Any other facts relevant to its determination under this division.~~

505 If electronically stored information that should have been preserved in the anticipation or
506 conduct of litigation is lost because a party failed to take reasonable steps to preserve it, and it
507 cannot be restored or replaced through additional discovery, the court:

508 (1) upon finding prejudice to another party from loss of the information, may order
509 measures no greater than necessary to cure the prejudice; or

510 (2) only upon finding that the party acted with the intent to deprive another party of the
511 information's use in the litigation may:

512 (a) presume that the lost information was unfavorable to the party;

513 (b) instruct the jury that it may or must presume the information was
514 unfavorable to the party; or

515 (c) dismiss the action or enter a default judgment.

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

528 **RULE 75. ~~Divorce, Annulment, and Legal Separation~~ Actions in Domestic**
529 **Relations Court**

530
531 (A) **Applicability.** The Rules of Civil Procedure shall apply in domestic relations
532 court actions for divorce, annulment, or legal separation; actions pertaining to the care, custody,
533 control, and support of a child; and related proceedings, with the modifications or exceptions set
534 forth in this rule.

535
536 (B) **Joinder of parties.** Civ.R. 14, 19, 19.1, and 24 shall not apply in ~~divorce,~~
537 ~~annulment, or legal separation actions,~~ proceedings described in section (A) of this rule,
538 however:

539
540 (1) A person or corporation having possession of, control of, or claiming an interest
541 in property, whether real, personal, or mixed, out of which a party seeks a division of marital
542 property, a distributive award, or an award of spousal support or other support, may be made a
543 party defendant;

544
545 (2) When it is essential to protect the interests of a child, the court may join the child
546 of the parties as a party defendant and appoint a guardian ad litem ~~and~~ and/or legal counsel, if
547 necessary, for the child and tax the costs;

548
549 (3) The court may make any person or agency claiming to have an interest in or rights
550 to a child by rule or statute, including but not limited to R.C. 3109.04 and R.C. 3109.051, a party
551 defendant;

552
553 (4) When child support is ordered, the court, on its own motion or that of an
554 interested person, after notice to the party ordered to pay child support and to his or her
555 employer, may make the employer a party defendant.

556
557 (C) **~~Trial by court~~ Judge or magistrate.** ~~In proceedings under this rule there shall be~~
558 ~~no right to trial by jury.~~ All issues may be heard either by the ~~court~~ judge or by a magistrate as the
559 court on the request of any party or on its own motion, may direct. Civ. R. 53 shall apply to all
560 cases or issues directed to be heard by a magistrate. In proceedings under this rule there shall be
561 no right to trial by jury.

562
563 (D) **Investigation.** ~~On~~ Upon the filing of a complaint ~~or motion~~ for ~~divorce, annulment,~~
564 ~~or legal separation,~~ where a minor child is ~~minor children are~~ involved, ~~or on the filing of a motion~~
565 ~~for the modification of a decree allocating parental rights and responsibilities for the care of~~
566 ~~children,~~ the court may cause an investigation to be made as to the character, family relations, past
567 conduct, earning ability, and ~~financial worth~~ finances of the parties to the action. The report of the
568 investigation shall be made available to either party or their counsel of record ~~upon written request~~
569 not less than seven days before trial. The report shall be signed by the investigator and the
570 investigator shall be subject to cross-examination by either party concerning the contents of the
571 report. The court may tax as costs all or any part of the expenses for each investigation.

572

573 (E) **Subpoena where custody involved.** In any case involving the allocation of
574 parental rights and responsibilities for the care of ~~children~~ a child, the court, on its own motion,
575 may cite a party to the action from any point within the state to appear in court and testify.
576

577 (F) **Judgment.** The provisions of Civ.R. 55 shall not apply in ~~actions for divorce,~~
578 ~~annulment, legal separation, proceedings described in section (A) of this rule~~ or actions for civil
579 protection orders. For purposes of Civ.R. 54(B), the court shall not enter final judgment as to a
580 claim for divorce, dissolution of marriage, annulment, or legal separation unless one of the
581 following applies:
582

583 (1) The judgment also divides the property of the parties, determines the
584 appropriateness of an order of spousal support, and, where applicable, either allocates parental
585 rights and responsibilities, including payment of child support, between the parties or orders shared
586 parenting of a minor ~~children~~ child;

587
588 (2) Issues of property division, spousal support, and allocation of parental rights and
589 responsibilities or shared parenting have been finally determined in orders, previously entered by
590 the court, that are incorporated into the judgment;

591
592 (3) The court includes in the judgment the express determination required by Civ.R.
593 54(B) and a final determination that either of the following applies:

594
595 (a) The court lacks jurisdiction to determine such issues;

596
597 (b) In a legal separation action, the division of the property of the parties would
598 be inappropriate at that time.
599

600 (G) **Civil protection order.** A claim for a civil protection order based upon an
601 allegation of domestic violence shall be a separate claim from a claim ~~for divorce, dissolution of~~
602 ~~marriage, annulment, or legal separation~~ in any proceeding described in section (A) of this rule or
603 a dissolution of marriage.
604

605 (H) **Relief pending appeal.**

606
607 (1) Civ.R. 62(B) does not apply to orders allocating parental rights and responsibilities
608 or to orders of support.
609

610 (2) During the time that a notice of appeal may be or has been filed in a proceeding
611 described in section (A) of this rule, a ~~A~~ motion to modify, ~~pending appeal, either a decree a final~~
612 order allocating parental rights and responsibilities ~~for the care of children, a spousal or an order~~
613 of other support order, shall be made to the trial court ~~in the first instance, whether made before or~~
614 ~~after a notice of appeal is filed.~~ The trial court may grant relief upon terms as to bond or otherwise
615 as it considers proper for the security of the rights of the adverse party and in the best interests of
616 the ~~children~~ child involved. ~~Civ. R. 62(B) does not apply to orders allocating parental rights and~~
617 ~~responsibilities for the care of children or a spousal or other support order.~~ An order entered upon
618 motion under this rule may be vacated or modified by the appellate court. The appellate court has

619 authority to enter like orders pending appeal, but an application to the appellate court for relief
620 shall disclose what has occurred in the trial court regarding the relief.

621

622 **(I) Temporary restraining orders.**

623

624 (1) ~~Restraining order: exclusion.~~ The provisions of Civ. R. 65(A) shall not apply in
625 ~~divorce, annulment, or legal separation actions~~ proceedings described in section (A) of this rule.

626

627 (2) ~~Restraining order: grounds, procedure.~~ The court, on its own motion or pursuant
628 to local court rule, may issue a restraining order without notice, and the order shall remain in force
629 during the pendency of the action unless the court otherwise orders.

630

631 (3) ~~When it is made to appear to the court by affidavit of a party sworn to absolutely~~
632 Upon sworn affidavit that a party is about to dispose of or encumber property, or any part thereof
633 of property, so as to defeat another party in obtaining an equitable division of marital property, a
634 distributive award, or spousal or other support, or that a party to the action or a child of any party
635 is about to suffer physical abuse, annoyance, or bodily injury by the other party, or if a party is
636 about to remove a child from the jurisdiction of the court, the court may allow a temporary
637 restraining order, with or without bond, to prevent that action or to otherwise prevent injury, loss,
638 or damage. A temporary restraining order may be issued without notice and shall remain in force
639 during the pendency of the action unless the court or magistrate otherwise orders.

640

641 **(J) Continuing jurisdiction.** The continuing jurisdiction of the court shall be invoked
642 by motion filed in the original action, notice of which shall be served in the manner provided for
643 the service of process under Civ. R. 4 to 4.6. When the continuing jurisdiction of the court is
644 invoked pursuant to this division, the discovery procedures set forth in Civ. R. 26 to 37 shall apply.

645

646 **(K) Hearing.** No action for divorce, annulment, or legal separation may be heard and
647 decided until the expiration of forty-two days after the service of process or twenty-eight days after
648 the last publication of notice of the complaint, and no action for divorce, annulment, or legal
649 separation shall be heard and decided earlier than twenty-eight days after the service of a
650 counterclaim, which under this rule may be designated a cross-complaint, unless the plaintiff files
651 a written waiver of the twenty-eight day period.

652

653 **(L) Notice of trial.** In all cases ~~where there is no counsel of record for the adverse~~
654 ~~party,~~ the court shall give the ~~adverse party~~ all parties notice of the trial upon the merits. The
655 notice shall be made either by regular ordinary mail to the party's last known address or hand-
656 delivered to the party by the court, and shall be mailed at least seven days prior to the
657 commencement of trial.

658

659 **(M) Testimony Grounds.** ~~Judgment~~ Testimony of a party in support of grounds for
660 divorce, annulment, or legal separation shall not be granted upon the testimony or admission of a
661 ~~party not~~ must be supported by other credible evidence. No admission shall be received that the
662 court has reason to believe was obtained by fraud, connivance, coercion, or other improper means.
663 The parties, notwithstanding their marital relations, shall be competent to testify in the proceeding
664 to the same extent as other witnesses.

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(N) Temporary Orders of spousal support, child support, and custody.

(1) When requested in the complaint, answer, or counterclaim, or by motion served with the pleading, upon satisfactory proof by affidavit duly filed with the clerk of the court, the court or magistrate, without oral hearing and for good cause shown, may ~~grant a issue~~ temporary order ~~orders~~ regarding spousal support to either of the parties for the party's sustenance and expenses during the suit and may make a temporary order regarding the support, maintenance, and allocation of parental rights and responsibilities for the care of children of the marriage, whether natural or adopted, during the pendency of the action for divorce, annulment, or legal separation.

(2) The court may issue orders allocating parental rights and responsibilities after consideration of the parties' parenting practices provided that such practices are within the best interest of the child. The court may allocate such rights and responsibilities to either or both parents and issue related orders regarding parenting time. The court shall not adopt a parent's proposed shared parenting plan as a temporary order.

(3) The court may issue orders for child support, expenses, or for other such matters as the court determines to be equitable to the parties and in the best interest of the child.

(4) The court may issue orders for spousal support for either of the parties for the party's sustenance and expenses or for other such orders as the court deems reasonable during the pendency of an action for divorce, annulment, or legal separation.

(5) Counter affidavits may be filed by the other party:

(a) within ~~fourteen~~ twenty-eight days from the service of the request for temporary orders served with the complaint; or,

(b) within fourteen days from the service of such request, whichever is later. ~~answer, counterclaim, or motion, all affidavits to be used by the court or magistrate in making a temporary spousal support order, child support order, and order allocating parental rights and responsibilities for the care of children. Upon request, in writing, after any temporary spousal support, child support, or order allocating parental rights and responsibilities for the care of children is journalized, the court shall grant the party so requesting an oral hearing within twenty eight days to modify the temporary order. A request for oral hearing shall not suspend or delay the commencement of spousal support or other support payments previously ordered or change the allocation of parental rights and responsibilities until the order is modified by journal entry after the oral hearing.~~

(6) Courts may request and consider supplemental affidavits from both parties concerning any temporary orders to be made. Courts may require supplemental affidavits prior to

710 considering any initial request for temporary orders or to supplement the record prior to an oral
711 hearing.

712 (7) If a temporary order is issued upon affidavits, upon written request of either party
713 the court shall hold an oral hearing within twenty-eight days. A request for oral hearing shall not
714 suspend or delay the commencement of support payments or change the allocation of parental
715 rights and responsibilities until further order of the court.

716 (8) A temporary order creates no presumption of law or fact that constrains the court's
717 determination of its final judgment.

718
719 ~~(O) — **Delay of decree.** When a party who is entitled to a decree of divorce or annulment~~
720 ~~is ordered to pay spousal support or child support for a child not in his or her custody, or to deliver~~
721 ~~a child to the party to whom parental rights and responsibilities for the care of the child are~~
722 ~~allocated, the court may delay entering a decree for divorce or annulment until the party, to the~~
723 ~~satisfaction of the court, secures the payment of the spousal support or the child support for the~~
724 ~~child, or delivers custody of the child to the party to whom parental rights and responsibilities are~~
725 ~~allocated.~~

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OHIO RULES OF CRIMINAL PROCEDURE

RULE 11. Pleas, Rights Upon Plea

(A) **Pleas.** A defendant may plead not guilty, not guilty by reason of insanity, guilty or, with the consent of the court, no contest. A plea of not guilty by reason of insanity shall be made in writing by either the defendant or the defendant’s attorney. All other pleas may be made orally either in-person or by remote contemporaneous video in conformity with Crim.R. 43(A). The pleas of not guilty and not guilty by reason of insanity may be joined. If a defendant refuses to plead, the court shall enter a plea of not guilty on behalf of the defendant.

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

(C) **Pleas of guilty and no contest in felony cases.**

(1) Where in a felony case the defendant is unrepresented by counsel the court shall not accept a plea of guilty or no contest unless the defendant, after being readvised that he or she has the right to be represented by retained counsel, or pursuant to Crim.R. 44 by appointed counsel, waives this right.

(2) In felony cases the court may refuse to accept a plea of guilty or a plea of no contest, and shall not accept a plea of guilty or no contest without first addressing the defendant personally either in-person or by remote contemporaneous video in conformity with Crim.R. 43(A) and doing all of the following:

(a) Determining that the defendant is making the plea voluntarily, with understanding of the nature of the charges and of the maximum penalty involved, and if applicable, that the defendant is not eligible for probation or for the imposition of community control sanctions at the sentencing hearing.

(b) Informing the defendant of and determining that the defendant understands the effect of the plea of guilty or no contest, and that the court, upon acceptance of the plea, may proceed with judgment and sentence.

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

762 **RULE 19. Magistrates**

763
764 **[Existing language unaffected by the amendments is omitted to conserve space]**

765
766 **(C) Authority**

767 (1) *Scope.* To assist courts of record and pursuant to reference under Crim. R.
768 19(D)(1), magistrates are authorized, subject to the terms of the relevant reference, to do any of
769 the following:
770

771 (a) Conduct initial appearances and preliminary hearings pursuant to Crim. R. 5.

772 (b) Conduct arraignments pursuant to Crim.R. 10.

773 (c) Receive pleas, in accordance with Crim.R. 11, only as follows:
774

775 (i) In felony and misdemeanor cases, accept and enter not guilty pleas.
776

777 (ii) In misdemeanor cases, accept and enter guilty and no contest pleas, determine guilt
778 or innocence, receive statements in explanation and in mitigation of sentence, and recommend a
779 penalty to be imposed. If imprisonment is a possible penalty for the offense charged, the matter
780 may be referred only with the unanimous consent of the parties, in writing or on the record in open
781 court.
782

783 (d) Conduct pretrial conferences pursuant to Crim. R. 17.1.
784

785 (e) Conduct proceedings to establish bail pursuant to Crim. R. 46.
786

787 (f) Hear and decide the following motions:
788

789 (i) Any pretrial or post-judgment motion in any misdemeanor case for which
790 imprisonment is not a possible penalty.
791

792 (ii) Upon the unanimous consent of the parties in writing or on the record in open court,
793 any pretrial or post-judgment motion in any misdemeanor case for which imprisonment is a
794 possibility.
795

796 (g) Conduct proceedings upon application for the issuance of a temporary protection
797 order as authorized by law.
798

799 (h) Conduct the trial of any misdemeanor case that will not be tried to a jury. If the
800 offense charged is an offense for which imprisonment is a possible penalty, the matter may be
801 referred only with unanimous consent of the parties in writing or on the record in open court.
802

803 (i) Conduct proceedings in Supreme Court certified dockets only when authorized and
804 only in accordance with the authority granted by Sup.R. 36.33.
805

806
807

808 ~~(j)~~(j) Exercise any other authority specifically vested in magistrates by statute and
809 consistent with this rule.

810

811 (2) *Regulation of proceedings.* In performing the responsibilities described in Crim.
812 R. 19(C)(1), magistrates are authorized, subject to the terms of the relevant reference, to regulate
813 all proceedings as if by the court and to do everything necessary for the efficient performance of
814 those responsibilities, including but not limited to, the following:

815

816 (a) Issuing subpoenas for the attendance of witnesses and the production of evidence;

817

818 (b) Ruling upon the admissibility of evidence in misdemeanor cases in accordance with
819 division (C)(1)(f) of this rule;

820

821 (c) Putting witnesses under oath and examining them;

822

823 (d) When necessary to obtain the presence of an alleged contemnor in cases involving
824 direct or indirect contempt of court, issuing attachment for the alleged contemnor and setting the
825 type, amount, and any conditions of bail pursuant to Crim. R. 46;

826

827 (e) Imposing, subject to Crim. R. 19(D)(8), appropriate sanctions for civil or criminal
828 contempt committed in the presence of the magistrate.

829

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

831

832 **RULE 31. Verdict**

833

834 (A) **Return.** The verdict shall be unanimous. It shall be in writing, signed by all jurors
835 concurring therein, and returned by the jury to the judge in open court.

836

837 (B) **Several defendants.** If there are two or more defendants the jury at any time during
838 its deliberations may return a verdict or verdicts with respect to a defendant or defendants as to
839 whom it has agreed. If the jury cannot agree with respect to all, the defendant or defendants as to
840 whom it does not agree may be tried again.

841

842 (C) **Conviction of lesser offense.** The defendant may be found not guilty of the offense
843 charged but guilty of an attempt to commit it if such an attempt is an offense at law. When the
844 indictment, information, or complaint charges an offense including degrees, or if lesser offenses
845 are included within the offense charged, the defendant may be found not guilty of the degree
846 charged but guilty of an inferior degree thereof, or of a lesser included offense.

847

848 (D) **Poll of jury.** When a verdict is returned and before it is accepted the jury shall be
849 polled at the request of any party or upon the court's own motion. If upon the poll there is not
850 unanimous concurrence, the jury may be directed to retire for further deliberation or may be
851 discharged.

852

853 **Proposed Staff Note (July 1, 2021)**

854

855 **Rule 31 Unanimous Verdict**

856

857 While the rule in Ohio has been that a verdict in a criminal case must be unanimous pursuant to
858 Crim R 31(A), it has become law across the United States. The United States Supreme Court ruled that a
859 criminal jury verdict must be unanimous in *Ramos v. Louisiana*, 140 S. Ct. 1390 (2020), 2020 U.S. LEXIS
860 2407.

861

862 **RULE 33. New Trial**

863

864 (A) **Grounds.** A new trial may be granted on motion of the defendant for any of the
865 following causes affecting materially his substantial rights:

866

867 (1) Irregularity in the proceedings, or in any order or ruling of the court, or abuse of
868 discretion by the court, because of which the defendant was prevented from having a fair trial;

869

870 (2) Misconduct of the jury, prosecuting attorney, or the witnesses for the state;

871

872 (3) Accident or surprise which ordinary prudence could not have guarded against;

873

874 (4) That the verdict ~~is not sustained by sufficient evidence~~ or is contrary to law. If the
875 evidence shows the defendant is not guilty of the degree of crime for which he was convicted, but
876 guilty of a lesser degree thereof, or of a lesser crime included therein, the court may modify the
877 verdict or finding accordingly, without granting or ordering a new trial, and shall pass sentence on
878 such verdict or finding as modified;

879

880 (5) Error of law occurring at the trial;

881

882 (6) When new evidence material to the defense is discovered which the defendant
883 could not with reasonable diligence have discovered and produced at the trial. When a motion for
884 a new trial is made upon the ground of newly discovered evidence, the defendant must produce at
885 the hearing on the motion, in support thereof, the affidavits of the witnesses by whom such
886 evidence is expected to be given, and if time is required by the defendant to procure such affidavits,
887 the court may postpone the hearing of the motion for such length of time as is reasonable under all
888 the circumstances of the case. The prosecuting attorney may produce affidavits or other evidence
889 to impeach the affidavits of such witnesses.

890

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

892

893 **RULE 41. Search and Seizure**

894

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

896

897 **(C) Issuance and contents.**

898

899 (1) A warrant shall issue on either an affidavit or affidavits sworn to before a judge of
900 a court of record or an affidavit or affidavits communicated to the judge by reliable electronic
901 means establishing the grounds for issuing the warrant. In the case of a search warrant, the
902 affidavit shall name or describe the person to be searched or particularly describe the place to be
903 searched, name or describe the property to be searched for and seized, state substantially the
904 offense in relation thereto, and state the factual basis for the affiant's belief that such property is
905 there located. In the case of a tracking device warrant, the affidavit shall name or describe the
906 person to be tracked or particularly describe the property to be tracked, and state substantially the
907 offense in relation thereto, state the factual basis for the affiant's belief that the tracking will yield
908 evidence of the offense. If the affidavit is provided by reliable electronic means, the applicant
909 communicating the affidavit shall be placed under oath and shall swear to or affirm the affidavit
910 communicated.

911

912 (2) If the judge is satisfied that probable cause exists, the judge shall issue a warrant
913 identifying the property to be seized and naming or describing the person or place to be searched
914 or the person or property to be tracked. The warrant may be issued to the requesting prosecuting
915 attorney or other law enforcement officer through reliable electronic means. The finding of
916 probable cause may be based upon hearsay in whole or in part, provided there is a substantial basis
917 for believing the source of the hearsay to be credible and for believing that there is a factual basis
918 for the information furnished. Before ruling on a request for a warrant, the judge may require the
919 affiant to appear personally or by reliable electronic means, and may examine under oath the affiant
920 and any witnesses the affiant may produce. Such testimony shall be admissible at a hearing on a
921 motion to suppress if taken down by a court reporter or recording equipment, transcribed, and
922 made part of the affidavit. The warrant shall be directed to a law enforcement officer. A search
923 warrant shall command the officer to search, within three days, the person or place named for the
924 property specified. A tracking device warrant shall command the officer to complete any
925 installation authorized by the warrant within a specified time no longer than 10 days, and shall
926 specify the time that the device may be used, not to exceed 45 days. The court may, for good cause
927 shown, grant one or more extensions of time that the device may be used, for a reasonable period
928 not to exceed 45 days each. The warrant shall be executed in the daytime, unless the issuing court,
929 by appropriate provision in the warrant, and for reasonable cause shown, authorizes its execution
930 at times other than daytime. The warrant shall provide that the warrant shall be returned to a
931 designated judge or clerk of court.

932

933 **(D) Execution and return of the warrant.**

934

935 (1) *Search warrant.* The officer taking property under the warrant shall give to the
936 person from whom or from whose premises the property was taken a copy of the warrant and a
937 receipt for the property taken, or shall leave the copy and receipt at the place from which the
938 property was taken. The return shall be made promptly, either in person or by reliable electronic

939 means, and shall be accompanied by a written inventory of any property taken. The inventory shall
940 be made in the presence of the applicant for the warrant and the person from whose possession or
941 premises the property was taken, if they are present, or in the presence of at least one credible
942 person other than the applicant for the warrant or the person from whose possession or premises
943 the property was taken, and shall be verified by the officer. The judge shall upon request deliver a
944 copy of the inventory to the person from whom or from whose premises the property was taken
945 and to the applicant for the warrant. Property seized under a warrant shall be kept for use as
946 evidence by the court which issued the warrant or by the law enforcement agency which executed
947 the warrant.

948
949 (2) *Tracking Device warrant.* The officer executing a tracking device warrant shall
950 enter onto the warrant the exact date and time the device was installed and the period during which
951 it was used. The return shall be made promptly, either in person or by reliable electronic means,
952 after the use of the tracking device has ended. Within 10 days after the use of the tracking device
953 has ended, the officer executing a tracking device warrant must serve a copy of the warrant on the
954 person who was tracked or whose property was tracked. Service may be accomplished by
955 delivering a copy to the person who, or whose property, was tracked; or by leaving a copy at the
956 person's residence or usual place of abode with an individual of suitable age and discretion who
957 resides at that location and by mailing a copy to the person's last known address. Upon the request
958 of a prosecuting attorney or a law enforcement officer, and for good cause shown, the court may
959 authorize notice to be delayed for a reasonable period.

960
961 **[Existing language unaffected by the amendments is omitted to conserve space]**
962

963 **OHIO RULES OF APPELLATE PROCEDURE**

964 **RULE 4. Appeals as of Right – How Taken**

965 **(A) Time for appeal**

966
967 **(1) Appeal from order that is final upon its entry.** Subject to the provisions of
968 App.R. 4(A)(3), a party who wishes to appeal from an order that is final upon its entry shall file
969 the notice of appeal required by App.R. 3 within 30 days of that entry.
970
971

972 **(2) Appeal from order that is not final upon its entry.** Subject to the provisions of
973 App.R. 4(A)(3), a party who wishes to appeal from an order that is not final upon its entry but
974 subsequently becomes final—such as an order that merges into a final order entered by the clerk
975 or that becomes final upon dismissal of the action—shall file the notice of appeal required by
976 App.R. 3 within 30 days of the date on which the order becomes final.
977

978 **(3) Delay of clerk’s service in civil case.** In a civil case, if the clerk has not completed
979 service of ~~the order~~ notice of the judgment within the three-day period prescribed in Civ.R. 58(B),
980 the 30-day periods referenced in App.R. 4(A)(1) and 4(A)(2) begin to run on the date when the
981 clerk actually completes service.
982

983 **[Existing language unaffected by the amendments is omitted to conserve space]**
984
985

986 **RULE 21. Oral Argument**

987

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

989

990 **(J)** Beginning September 1, 2021, the court shall make an audio or video recording of
991 all oral arguments. Such recordings shall be made available to the parties or public upon request,
992 at their actual cost pursuant to Sup.R. 44.

993

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

995

OHIO RULES OF EVIDENCE

RULE 601. General Rule of Competency

(A) **General rule.** Every person is competent to be a witness except as otherwise provided in these rules.

(B) **Disqualification of witness in general.** A person is disqualified to testify as a witness when the court determines that the person is:

(1) Incapable of expressing himself or herself concerning the matter as to be understood, either directly or through interpretation by one who can understand him or her; or

(2) Incapable of understanding the duty of a witness to tell the truth.

~~(C)~~(3) A spouse testifying against the other spouse charged with a crime except when either of the following applies:

~~(1)~~(a) a crime against the testifying spouse or a child of either spouse is charged;

~~(2)~~(b) the testifying spouse elects to testify.

~~(D)~~(4) An officer, while on duty for the exclusive or main purpose of enforcing traffic laws, arresting or assisting in the arrest of a person charged with a traffic violation punishable as a misdemeanor where the officer at the time of the arrest was not using a properly marked motor vehicle as defined by statute or was not wearing a legally distinctive uniform as defined by statute.

~~(E)~~(5) A person giving expert testimony on the issue of liability in any medical claim, as defined in R.C. 2305.113, asserted in any civil action against a physician, podiatrist, or hospital arising out of the diagnosis, care, or treatment of any person by a physician or podiatrist, unless:

~~(1)~~(a) The person testifying is licensed to practice medicine and surgery, osteopathic medicine and surgery, or podiatric medicine and surgery by the state medical board or by the licensing authority of any state;

~~(2)~~(b) The person devotes at least one-half of his or her professional time to the active clinical practice in his or her field of licensure, or to its instruction in an accredited school and

~~(3)~~(c) The person practices in the same or a substantially similar specialty as the defendant. The court shall not permit an expert in one medical specialty to testify against a health care provider in another medical specialty unless the expert shows both that the standards of care and practice in the two specialties are similar and that the expert has substantial familiarity between the specialties.

If the person is certified in a specialty, the person must be certified by a board recognized by the American board of medical specialties or the American board of osteopathic specialties in

1042 a specialty having acknowledged expertise and training directly related to the particular health care
1043 matter at issue.

1044
1045 Nothing in this division shall be construed to limit the power of the trial court to adjudge
1046 the testimony of any expert witness incompetent on any other ground, or to limit the power of the
1047 trial court to allow the testimony of any other witness, on a matter unrelated to the liability issues
1048 in the medical claim, when that testimony is relevant to the medical claim involved.

1049
1050 This division shall not prohibit other medical professionals who otherwise are competent
1051 to testify under these rules from giving expert testimony on the appropriate standard of care in
1052 their own profession in any claim asserted in any civil action against a physician, podiatrist,
1053 medical professional, or hospital arising out of the diagnosis, care, or treatment of any person.

1054
1055 ~~(F)~~(6) As otherwise provided in these rules.

1056

1057 **OHIO RULES OF SUPERINTENDENCE**

1058

1059 **RULE 36.33. Magistrate Authority**

1060

1061 During the temporary absence or disability of the judge of a specialized docket in the

1062 general, probate, or domestic relations division of a court of common pleas; a municipal court; a

1063 county court; or a division of the court due to the vacation, illness, leave of absence, or

1064 unavailability due to judicial obligations of the judge, the following shall apply:

1065

1066 (A) A magistrate of the court or division may conduct treatment team meetings and

1067 status review hearings for the specialized docket;

1068

1069 (B) The magistrate shall act in accordance with the authority and limitations granted by

1070 this rule and the “Specialized Dockets Standards,” as set forth in Appendix I to this rule;

1071

1072 (C) The magistrate shall have the same authority granted to the judge in conducting the

1073 proceedings of the specialized docket, excluding the imposition of jail.

Summary of Changes by Form

All forms were modified in the following manner:

1. Instructional boxes were modified to recommend checking local courts for additional filing requirements and added a warning that the form is not a substitute for legal advice.
2. Language was modified to eliminate the use of personal pronouns, such as “I” and “your.”
3. General language and formatting changes were made to make the forms consistent when addressing the same subject matter and to make the forms more easily understood by self-represented litigants.
4. Updated legal counsel or self-represented signature blocks in order to capture necessary contact information.
5. Updated notarial signature block to meet new statutory requirements.

The following forms have ADDITIONAL changes to those noted above:

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Affidavit of Income & Expenses (Form 1)	Affidavit of Basic Information, Income & Expenses (Form 1)	This form is used in termination of marriage and allocation of parental rights and responsibilities cases, providing information on the parties’ financial status to assist the court with the division of assets and support orders.	<ul style="list-style-type: none"> • Revised the title of the form to better reflect the information being provided to the court. • Expanded the information collected to gather necessary general information about the parties and to allow the court to have a more comprehensive financial picture of the parties.
Affidavit of Property (Form 2)	Affidavit of Property & Debt (Form 2)	This affidavit is used in termination of marriage cases, providing information on the parties’ financial status to assist the court with the division of assets and support orders.	<ul style="list-style-type: none"> • Revised the title of the form to better reflect the information being provided to the court. • Clarified categories for detailing assets and liabilities.
Parenting Proceeding Affidavit (Form 3)	Parenting Proceeding Affidavit (Form 3)	This form is used in allocation of parental rights and responsibilities cases to assist the court with the determining proper jurisdiction over the parties and children involved in the action.	<ul style="list-style-type: none"> • Clarified language requesting no disclosure of affiant’s address. • Added continuing duty for the party to advise the court of any court orders affecting the allocation of parental rights and responsibilities.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Health Insurance Affidavit (Form 4)	Health Insurance Affidavit (Form 4)	This affidavit is used to disclose health insurance coverage available to children involved in termination of marriage and allocation of parental rights and responsibilities cases.	<ul style="list-style-type: none"> • Clarified questions regarding the children's health insurance. • Updated form to provide information needed to meet new statutory requirements.
Complaint for Divorce Without Children (Form 6)	Complaint for Divorce Without Children (Form 6)	This form is used to request a divorce not involving children.	<ul style="list-style-type: none"> • Added language that any children born of relationship are now emancipated. • Added language to identify active-duty servicemembers.
Complaint for Divorce With Children (Form 7)	Complaint for Divorce With Children (Form 7)	This form is used to request a divorce involving children.	<ul style="list-style-type: none"> • Added language to easily identify children involved in the action. • Added language to identify active-duty servicemembers.
Counterclaim for Divorce (Form 8)	Counterclaim for Divorce Without Children (Form 8)	This form is filed by the defendant upon receipt of a Complaint for Divorce Without Children asking the court for separate relief.	<ul style="list-style-type: none"> • Narrowed the focus of this form to be used in divorce cases involving no parental rights or child support issues instead of in <i>all</i> divorce cases. • Removed statement that Defendant had been a resident of the State of Ohio for six months because statutorily not required. • Added language that any children born of relationship are now emancipated. • Added language to identify active-duty servicemembers.
None	Counterclaim for Divorce With Children (Form 9)	This form is filed by the defendant upon receipt of a Complaint for Divorce With Children asking the court for separate relief.	<ul style="list-style-type: none"> • Created a new form to be used <i>only</i> in divorce cases involving parental rights and child support. • Removed statement that Defendant had been a resident of the State of Ohio for six months because statutorily not required.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Answer to Complaint for Divorce Without Children (Form 9)	Answer to Complaint for Divorce Without Children (Form 10)	This form is filed by the defendant responding to the statements made in the Complaint for Divorce Without Children.	<ul style="list-style-type: none"> • This form also served as a Reply to a Counterclaim for Divorce Without Children. These provisions have been deleted and a new separate form was created. • Reordered the statements to admit/deny to match the Complaint.
Answer to Complaint for Divorce With Children (Form 10)	Answer to Complaint for Divorce With Children (Form 11)	This form is filed by the defendant to responding to the statements made in the Complaint for Divorce With Children.	<ul style="list-style-type: none"> • This form also served as a Reply to a Counterclaim to a Divorce With Children. These provisions have been deleted and a new separate form was created. • Reordered the statements to admit/deny to match the Complaint.
None	Reply to Counterclaim for Divorce Without Children (Form 12)	This form is filed by the plaintiff responding to statements made in a Counterclaim for a Divorce Without Children.	<ul style="list-style-type: none"> • This is a new form.
None	Reply to Counterclaim for Divorce With Children (Form 13)	This form is filed by the plaintiff responding to statements made in a Counterclaim for a Divorce With Children.	<ul style="list-style-type: none"> • This is a new form.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Final Judgment for Divorce Without Children (Form 11)	Judgment Entry – Decree of Divorce Without Children (Form 14)	This form is used by the court to outline its findings and finalize a divorce not involving children.	<ul style="list-style-type: none"> • Added provisions for required findings of the parties’ assets and liabilities. • Added designation as to whom was granted the divorce. • Added provisions detailing the award of property and debts. • Modified language reserving jurisdiction to effectuate division of retirement assets. • Modified bankruptcy language. • Added language for the court to designate whether it is reserving jurisdiction to modify spousal support. • Removed language allowing for spousal support to be deducted for tax purposes due to federal law change.
Final Judgment for Divorce With Children (Form 12)	Judgment Entry – Decree of Divorce With Children (Form 15)	This form is used by the court to outline its findings and finalize a divorce involving children.	<ul style="list-style-type: none"> • Added provisions for required findings of the parties’ assets and liabilities. • Added designation as to whom was granted the divorce. • Added provisions detailing the award of property and debts. • Modified language reserving jurisdiction to effectuate division of retirement assets. • Modified bankruptcy language. • Added language for the court to designate whether it is reserving jurisdiction to modify spousal support. • Removed language allowing for spousal support to be deducted for tax purposes due to change in federal law. • Added finding regarding best interest of children. • Added additional provisions for parenting time orders. • Modified the child support, health insurance, medical expenses, and cash medical support language to comply with new statutes. • Added instructions for child support obligors to register with Ohio Means Jobs if no employer or income source.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Judgment Entry Converting Interest in Real Estate (Form 13)	Judgment Entry Converting Interest in Real Estate (Form 16)	This form is used by the court to convey an interest in real estate after a court terminates a marriage.	<ul style="list-style-type: none"> Identified attachment as Exhibit A and incorporated it into Judgment Entry.
Petition for Dissolution of Marriage & Waiver of Service of Summons (Form 14)	Petition for Dissolution of Marriage & Waiver of Service of Summons (Form 17)	This form is used to request a dissolution of marriage when the parties have agreed on the issues such as the divisions of assets, support, parental rights and responsibilities if applicable.	<ul style="list-style-type: none"> Modified venue provision because residence in county for 90 days is not required by statute. Added language to easily identify the children involved in the action if any. Added language to identify active-duty service members.
Judgment Entry of Dissolution of Marriage (Form 15)	Judgment Entry – Decree of Dissolution of Marriage (Form 18)	This form is used by the court to outline its findings and finalize a dissolution.	<ul style="list-style-type: none"> Added time of filing and collaborative law findings. Added language to easily identify the children involved in the action if any and also active-duty servicemembers. Modified language adopting a Separation Agreement, Shared Parenting Plan, and Parenting Plan.
Separation Agreement (Form 16)	Separation Agreement (Form 19)	This form is used by the parties to present their resolution to division of property, debts, and spousal support to the court in termination of marriage cases.	<ul style="list-style-type: none"> Modified language for division of assets and debts for more specificity in identifying assets and debts. Added language in each property sections requiring parties to transfer interests in property within 30 days of the filing of the Final Judgement Entry. Added language regarding need to get QUDRO/DOPO completed timely. Modified language for Court to retain jurisdiction to effectuate division of retirement assets. Removed language allowing for spousal support to be deducted for tax purposes due to federal law change. Added language for the court to designate whether it is reserving jurisdiction to modify spousal support.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Shared Parenting Plan (Form 17)	Shared Parenting Plan (Form 20)	This form is used in termination of marriage cases to present the parties' agreement on issues related to the care, control and support of children.	<ul style="list-style-type: none"> • Modified the medical responsibilities, parenting time schedule and school designation provisions. • Added provisions for education decisions and children's activities. • Modified the child support, health insurance, medical expenses, and cash medical support language to comply with new statutes. • Added instructions for child support obligors to register with Ohio Means Jobs if no employer or income source.
Parenting Plan (Form 18)	Parenting Plan (Form 21)	This form is used to outline how the parties agree to allocate parental rights and responsibilities.	<ul style="list-style-type: none"> • Modified the medical responsibilities and parenting time schedule provisions. • Added language for children's activities. • Modified the child support, health insurance, medical expenses, and cash medical support language to comply with new statutes. • Added instructions for child support obligors to register with Ohio Means Jobs if no employer or income source.
Parenting Judgment Entry (Form 19/Juvenile Form 1)	Parenting Judgment Entry (Form 22/Juvenile Form 1)	This form is used by the court to allocate parental rights and responsibilities to the parties involved in the action.	<ul style="list-style-type: none"> • Modified language incorporating the Shared Parenting Plan or Parenting Plan. • Added language that the Entry is a final appealable order. • Added language for the court to instruct how court costs are to be paid.
Complaint for Parentage, Allocation of Parental Rights & Responsibilities & Parenting Time (Form 20/Juvenile Form 2)	Complaint for Parentage, Allocation of Parental Rights & Responsibilities & Parenting Time (Form 23/Juvenile Form 2)	This form is filed requesting a determination of parentage, the allocation of parental rights and responsibilities, or parenting time.	<ul style="list-style-type: none"> • Added language to easily identify the children involved in the action. • Modified the request for relief language.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Motion for Contempt & Affidavit (Form 21/Juvenile Form 3)	Motion for Contempt & Affidavit (Form 24/Juvenile Form 3)	This form is filed seeking the court to hold a party in contempt for not following a court order.	<ul style="list-style-type: none"> • Changed the imbedded instructions to bring certain documents to the hearing to make the documents stated attachments to the Motion for Contempt. • Added Instructions for Service (moved from Show Cause Order).
Show Cause Order, Notice & Instructions to the Clerk (Form 22/Juvenile Form 4)	Show Cause Order & Notice (Form 25/Juvenile Form 4)	This form is used to bring the other party to court to defend his/her failure to follow a court order.	<ul style="list-style-type: none"> • Removed language providing Instructions to the Clerk for service (moved to Motion for Contempt).
Motion for Change of Parenting Time (Companionship & Visitation) & Memorandum in Support (Form 23/Juvenile Form 5)	Motion for Change of Parenting Time (Companionship & Visitation) (Form 26/Juvenile Form 5)	This form is used to request a change in a parenting time order.	<ul style="list-style-type: none"> • Added language identifying additional relief the party is seeking.
Motion for Change of Parental Rights & Responsibilities (Custody) & Memorandum in Support (Form 24/Juvenile Form 6)	Motion for Change of Parental Rights & Responsibilities (Custody) (Form 27/Juvenile Form 6)	This form is used to request a change in the Shared Parenting or Parenting Plan or to change the designation of the sole residential parent or legal custodian.	<ul style="list-style-type: none"> • Added language identifying additional relief the party is seeking.

Current Form Name and Number	Revised Form Name and Number	Overview of the Form	Summary of Changes
Motion for Change of Child Support, Medical Support, Tax Exemption, Or Other Child-Related Expenses & Memorandum of Support (Form 25/Juvenile Form 7)	Motion for Change of Child Support, Medical Support, Tax Exemption, Or Other Child-Related Expenses (Form 28/Juvenile Form 7)	This form is used to request a change in child support or other child-related matters.	<ul style="list-style-type: none"> Added language identifying additional relief the party is seeking.
Explanation of Health Care Bills (Form 26/Juvenile Form 8)	Explanation of Health Care Bills (Form 29/Juvenile Form 8)	This form is used to document medical expenses that one party is claiming has not been paid by the other party.	
Waiver of Service of Summons (Form 27/Juvenile Form 9)	Waiver of Service of Summons (Form 30/Juvenile Form 9)	This form is filed by a party waiving service.	<ul style="list-style-type: none"> Added instructive language to notify Clerk of any contact information changes. Modified the list of documents in the waiver.
Request for Service (Form 28/Juvenile Form 10)	Request for Service (Form 31/Juvenile Form 10)	This form is used to request service on the other party to the action.	<ul style="list-style-type: none"> Added instructive language to notify Clerk of any contact information changes. Added a list of documents with check boxes to be served. Added address line for each service request.

IN THE COURT OF COMMON PLEAS
 _____ **DIVISION**
 _____ **COUNTY, OHIO**

 Plaintiff/Petitioner 1

 vs./and

 Defendant/Petitioner 2

Case No. _____
 Judge _____
 Magistrate _____

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

AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES

Affidavit of _____

Date of marriage _____ Date of separation _____

SECTION I – BASIC INFORMATION

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Date of Birth _____	Date of Birth _____
Social Security Number _____	Social Security Number _____
Phone Number _____	Phone Number _____
Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain: 	Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain:

Education: (<i>Check highest level achieved</i>) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate	Education: (<i>Check highest level achieved</i>) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate
Other Technical Certifications: Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Technical Certifications: Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION II – INCOME

	<u>Plaintiff/Petitioner 1</u>	<u>Defendant/Petitioner 2</u>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Employment	_____	_____
Name of Employer	_____	_____
Payroll Address	_____	_____
Payroll City, State, Zip	_____	_____
Scheduled Paychecks Per Year	12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

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

	<u>Plaintiff/Petitioner 1</u>	Year	<u>Defendant/Petitioner 2</u>
Base yearly income	\$ _____ 3 years ago —	20__	\$ _____
	\$ _____ 2 years ago —	20__	\$ _____
	\$ _____ Last year —	20__	\$ _____
Yearly overtime, commissions, and/or bonuses	\$ _____ 3 years ago —	20__	\$ _____
	\$ _____ 2 years ago —	20__	\$ _____
	\$ _____ Last year —	20__	\$ _____

B. COMPUTATION OF CURRENT INCOME

	<u>Plaintiff/Petitioner 1</u>	<u>Defendant/Petitioner 2</u>
Base Yearly Income	\$ _____	\$ _____
Average yearly overtime, commissions, and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____

Unemployment Compensation	\$ _____	\$ _____
Disability Benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement Benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal Support Received	\$ _____	\$ _____
Interest and dividend income (source) _____	\$ _____	\$ _____
Other income (type and source) _____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS

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

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

In addition to the above child(ren):

Plaintiff/Petitioner 1 has _____ other minor biological or adopted child(ren).

Defendant/Petitioner 2 has _____ other minor biological or adopted child(ren).

There is/are _____ adult(s) in your household.

SECTION IV – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	\$ _____
Second mortgage/equity line of credit	\$ _____
Real estate taxes (if not included above)	\$ _____
Renter or homeowner's insurance (if not included above)	\$ _____
Homeowner or condominium association fee	\$ _____
Utilities	
◦ Electric	\$ _____
◦ Gas, fuel oil, propane	\$ _____
◦ Water and sewer	\$ _____
◦ Telephone and/or cell phone	\$ _____
◦ Trash collection	\$ _____
◦ Cable/satellite television	\$ _____
◦ Internet service	\$ _____
Cleaning	\$ _____
Lawn service and/or snow removal	\$ _____
Other: _____	\$ _____
_____	\$ _____
	\$ _____
TOTAL MONTHLY:	\$ _____

B. OTHER MONTHLY LIVING EXPENSES

Food	
◦ Groceries (including food, paper, cleaning products, toiletries, and other)	\$ _____
◦ Restaurant	\$ _____
Transportation	
◦ Vehicle loan, lease	\$ _____
◦ Vehicle maintenance	\$ _____
◦ Gasoline	\$ _____
◦ Parking, public transportation	\$ _____
Clothing	
◦ Clothes (other than child(ren)'s)	\$ _____

◦ Dry cleaning and laundry	\$ _____
Personal grooming	
◦ Hair and nail care	\$ _____
◦ Other: _____	\$ _____
Other: _____	\$ _____
TOTAL MONTHLY: \$ _____	

C. MONTHLY MINOR CHILD-RELATED EXPENSES
 (for child(ren) of the marriage or relationship)

Work and/or education-related child care	\$ _____
Other child care	\$ _____
Extraordinary parenting time travel cost	\$ _____
School tuition	\$ _____
School lunches	\$ _____
School supplies	\$ _____
Extracurricular activities and lessons	\$ _____
Clothing	\$ _____
Child(ren)'s allowances	\$ _____
Special and extraordinary needs of child(ren) (not included elsewhere)	\$ _____
Other: _____	\$ _____
TOTAL MONTHLY: \$ _____	

D. MONTHLY INSURANCE PREMIUMS

Life	\$ _____
Auto	\$ _____
Health	\$ _____
Disability	\$ _____
Other: _____	\$ _____
TOTAL MONTHLY: \$ _____	

E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF

Mandatory work expenses (union dues, uniforms, or other)	\$ _____
Additional income taxes paid (not deducted from wages)	\$ _____

Tuition	\$ _____
Books, fees, and other	\$ _____
College loan	\$ _____
Other: _____	\$ _____
_____	\$ _____
TOTAL MONTHLY:	\$ _____

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

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

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties]	\$ _____
Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties	\$ _____
Expenses paid for adult child(ren) or other dependent(s)	\$ _____
Spousal support paid to former spouse(s)	\$ _____
Subscriptions and books	\$ _____
Charitable contributions	\$ _____
Memberships (associations and clubs)	\$ _____
Travel and vacations	\$ _____
Pets	\$ _____
Gifts	\$ _____
Attorney fees	\$ _____
Other: _____	\$ _____
_____	\$ _____
TOTAL MONTHLY:	\$ _____

IN THE COURT OF COMMON PLEAS
_____ DIVISION
_____ COUNTY, OHIO

 Plaintiff/Petitioner 1

 vs./and

 Defendant/Petitioner 2

Case No. _____
 Judge _____
 Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, THE PROPERTY AND DEBTS OF YOUR SPOUSE, AND ANY JOINT PROPERTY OR DEBTS. You must provide the most recent value for each asset and balance owed for each debt. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

AFFIDAVIT OF PROPERTY AND DEBT

Affidavit of _____

I. REAL ESTATE INTERESTS

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity</u>
1. _____ _____	\$ _____	_____	\$ _____	\$ _____
2. _____ _____	\$ _____	_____	\$ _____	\$ _____
TOTAL SECTION I: REAL ESTATE INTERESTS				\$ _____

II. OTHER ASSETS

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, trailers, ATVs, snowmobiles, jet skis, etc.)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
3.			\$
4.			\$
5.			\$
6.			\$
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.			\$
2.			\$
3.			\$
4.			\$
C. Pensions & Retirement Plans	(Include profit-sharing, IRAs, 401(k) plans, etc. Describe each type of plan)		
1.			\$
2.			\$
3.			\$
4.			\$
D. Publicly Held Stocks, Bonds, Securities & Mutual Funds	(Name of company and number of shares)		
1.			\$
2.			\$
3.			\$
4.			\$

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
E. Closely Held Stocks & Other Business Interests and Name of Company			
	(Type of ownership and number of shares)		
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
F. Life Insurance (Company Name and Term or Whole Life)			
	(Insured Life)		Cash Value and Loan Balance, if any
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
3.	_____	_____	\$ _____
4.	_____	_____	\$ _____
G. Furniture & Household Goods, Furnishings, and Appliances			
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
3.	_____	_____	\$ _____
4.	_____	_____	\$ _____
H. Safe Deposit Box			
	(Give location and contents)		
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
I. All Other Assets Not Listed Above			
	(including jewelry, art, tools, firearms, and other collectables)	(If necessary, attach additional pages)	
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
TOTAL SECTION II: OTHER ASSETS			\$ _____

III. SEPARATE PROPERTY CLAIMS

Separate property includes, but is not limited to, property owned before marriage and gifts or inheritances to only one spouse.

Description	Why do you claim this as separate property?	Present Fair Market Value
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS: \$ _____

IV. DEBT

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

Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
A. Secured Debt (Mortgages, Car, etc.)				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
B. Unsecured Debt (Credit cards, medical bills, other debts)				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____

IN THE COURT OF COMMON PLEAS

**DIVISION
COUNTY, OHIO**

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2/Respondent

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. By law, this affidavit must be filed and served with any Complaint, Petition or Motion regarding the allocation of parental rights and responsibilities, parenting time, custody, or visitation. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

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

Affidavit of _____

ONLY CHECK THE FOLLOWING BOX IF YOU BELIEVE THAT THE HEALTH, SAFETY, OR LIBERTY OF YOURSELF OR YOUR CHILD(REN) WOULD BE JEOPARDIZED BY THE DISCLOSURE OF YOUR ADDRESS OR IDENTIFYING INFORMATION. YOU ACKNOWLEDGE THAT THE COURT MAY CONDUCT A HEARING REGARDING THE BASIS FOR YOUR REQUEST.

Pursuant to R.C. 3127.23(D), I allege that my health, safety, or liberty or that of my child(ren) would be jeopardized by the disclosure of identifying information to my spouse or the public. Therefore, I request that my address be placed under seal. I have marked the corresponding box next to each address I am requesting to be sealed.

1. (Number): _____ Minor child(ren) is/are subject to this case as follows:

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

a. Child's name		Place of birth	Date of birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
_____		_____	_____	
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____

b. Child's name _____		Place of birth _____	Date of birth _____	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____

c. Child's name _____		Place of birth _____	Date of birth _____	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____
_____ to _____	<input type="checkbox"/>	_____ _____		_____

d. Additional children are listed on Attachment 1(d). (Provide requested information for additional children on an attachment labeled 1(d).)

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

- I **HAVE NOT** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.
- I **HAVE** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

Explain: _____

- a. Name of each child: _____
- b. Type of case: _____

- c. Court and State: _____
- d. Date and court order or judgment (if any): _____

3. Information about custody case(s): (Check only one box)

- I **HAVE NO INFORMATION** of any cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning any child subject to this case.
- I **HAVE THE FOLLOWING INFORMATION** concerning cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning a child subject to this case, other than listed in Paragraph 2.

Explain: _____

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

4. Information about criminal convictions:

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

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

5. Persons not a party to this case: (Check only one box)

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

a. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____

b. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____

c. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

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

HEALTH INSURANCE AFFIDAVIT

Affidavit of _____

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Is/are your child(ren) currently enrolled in a low-income program (i.e. Healthy Start/ Medicaid)?

Yes No

Yes No

Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?

Yes No

Yes No

Is/are your children enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?

Yes No

Yes No

Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?

Yes No

Yes No

If your child(ren) is/are not enrolled, do/does he/she/they have health insurance available through a group (employer or other organization)?

Yes No

Yes No

Does the available insurance cover primary care services within 30 miles of the children's home?

Yes No

Yes No

Under the available insurance, what is the annual premium you pay for family coverage?

\$ _____

\$ _____

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

Address

Phone Number

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff

vs.

Defendant

Case No. _____

Judge _____

Magistrate _____

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: Check local court rules to determine when this form must be filed. This form is used to request temporary orders in your divorce or legal separation case. After a party serves a Motion and Affidavit, the other party has 14 days to file a Counter Affidavit and serve it on the party who filed the Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **If more space is needed, add additional pages.**

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

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

(A) Motion and Affidavit

_____ (name), the Movant, files this Motion and Affidavit under Civ.R. 75(N) and/or under R.C. 3109.043 to request the temporary orders checked here.

Check only those that apply.

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

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

(B) Counter Affidavit

Movant files this Counter Affidavit in response to a Motion and Affidavit.

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

1. The parties are living separately.
Date of separation is _____.
- The parties are living together.
- The parties have no minor children. (*Skip to number 6*)
- The parties have (a) minor child(ren) who was/were born from or adopted during this relationship.
(*List child(ren) here*)

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

- In addition to the above child(ren),
Movant has _____ other biological or adopted minor child(ren).
Other party has _____ other biological or adopted minor child(ren).
There is/are _____ adult(s) in Movant's household.

2. Movant's child(ren) attend(s) school in:
- _____ public school district
- Other: (*Explain*) _____
- All children do not attend school in the same district. (*Explain*)

3. Movant requests to be named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*)

- Movant does not object to the other parent or party being named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*)

4. Movant has reached an agreement regarding parenting time (companionship or visitation) with the other parent or party as follows:

Movant wishes to exercise the following parenting time (companionship or visitation):

Movant wishes for the other parent or party to exercise the following parenting time (companionship or visitation):

Movant requests that the other parent or party's parenting time (companionship or visitation) be supervised: (*Explain the reason for request.*)

Name of an appropriate supervisor _____

5. A Court or agency has made a child support order concerning the child(ren).

Name of Court/Agency _____

Date of Order _____

SETS No. _____

6. Movant requests the Court to order the other parent or party to pay:

\$ _____ child support per month

\$ _____ spousal support per month (only if married)

\$ _____ attorney fees, expert fees, Court costs

The following debts and/or expenses:

Other: _____

7. Movant is willing to attend mediation.

Movant is not willing to attend mediation.

NOTICE OF HEARING

(Check with local Court to obtain a hearing date and time and for scheduling procedure)

You are hereby given notice that this Motion for Temporary Orders will come before the Court for consideration on Affidavits only, without oral testimony, before Judge/Magistrate _____, at _____ a.m./p.m. on _____, 20_____.

CERTIFICATE OF SERVICE

(Check the boxes that apply)

I delivered a copy of the: Motion and Affidavit or Counter Affidavit

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) filed with the Clerk of Courts
 - Regular U.S. Mail
 - Fax
 - Hand Delivery
 - Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used to request a divorce if you and your spouse do not have (a) minor 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 31/Uniform Juvenile Form 10) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

COMPLAINT FOR DIVORCE WITHOUT CHILDREN

Now comes Plaintiff and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2. Plaintiff has been a resident of _____ County for at least ninety (90) days immediately before filing this Complaint; OR
 Defendant resides in _____ County where this Complaint is filed.
3. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.
5. Any child(ren) born from or adopted during this marriage or relationship, is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
6. Military Service:
 Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
 Plaintiff and/or Defendant is an active-duty servicemember of the United States military.
7. Plaintiff is entitled to a divorce from Defendant based upon the following grounds: *(check all that apply)*
- Plaintiff and Defendant are incompatible.
 - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 - Defendant has been willfully absent for one (1) year.
 - Defendant is guilty of adultery.
 - Defendant is guilty of extreme cruelty.
 - Defendant is guilty of fraudulent contract.
 - Defendant is guilty of gross neglect of duty.
 - Defendant is guilty of habitual drunkenness.
 - Defendant is imprisoned in a state or federal correctional institution at the time of filing this Complaint.
 - Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Plaintiff requests that a divorce be granted from Defendant. Plaintiff further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Defendant pay spousal support;
 - Plaintiff be restored to the former name of: _____;
 - Defendant pay Plaintiff's attorney fees;
 - Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

 Attorney or Self Represented Party Signature

 Printed Name

 Address

 City, State, Zip

 Phone Number

 Fax Number

 E-mail

 Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name _____

Case No. _____

Street Address _____

Judge _____

City, State and Zip Code _____

Magistrate _____

Plaintiff

vs.

Name _____

Street Address _____

City, State and Zip Code _____

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

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 a party is pregnant. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

COMPLAINT FOR DIVORCE WITH CHILDREN

Now comes Plaintiff and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2. Plaintiff has been a resident of _____ County for at least ninety (90) days immediately before filing this Complaint; OR
 The Defendant resides in _____ County where this Complaint is filed.

3. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

The following child(ren) was/were born of the parties' relationship prior to the marriage:

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

The following child(ren) was/were born from or adopted during this marriage:

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

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

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

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

6. Military Service:

Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.

Plaintiff and/or Defendant is an active-duty servicemember of the United States military.

7. Plaintiff is entitled to a divorce from Defendant based upon the following grounds: *(check all that apply)*
- Plaintiff and Defendant are incompatible.
 - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 - Defendant has been willfully absent for one (1) year.
 - Defendant is guilty of adultery.
 - Defendant is guilty of extreme cruelty.
 - Defendant is guilty of fraudulent contract.
 - Defendant is guilty of gross neglect of duty.
 - Defendant is guilty of habitual drunkenness.
 - Defendant is imprisoned in a state or federal correctional institution at the time of filing this Complaint.
 - Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Plaintiff requests that a divorce be granted from Defendant. Plaintiff further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):
_____;
 - Defendant be designated the residential parent and legal custodian of the following minor child(ren):
_____;
 - the non-residential parent be granted specific parenting time;
 - Plaintiff and Defendant be granted shared parenting of the following minor child(ren):

- pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Plaintiff will prepare and file with the Court;
- Defendant pay child support, cash medical support, and health care expenses;
 - Defendant pay spousal support;
 - Plaintiff be restored to the former name of _____;
 - Defendant pay Plaintiff's attorney fees;
 - Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

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

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: After a Complaint has been filed, this form is used by a Defendant to request a divorce if you and your spouse do not have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

COUNTERCLAIM FOR DIVORCE WITHOUT CHILDREN

Now comes Defendant and states as follows:

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.
2. Plaintiff alleged proper jurisdiction and venue.
3. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.
5. Any child(ren) born from or adopted during this marriage or relationship is/are are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
6. Military Service:
 Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
 Plaintiff and/or Defendant is an active-duty servicemember of the United States military.
7. Defendant is entitled to a divorce from Plaintiff based upon the following grounds: *(check all that apply)*
 Plaintiff and Defendant are incompatible.
 Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 Plaintiff has been willfully absent for one (1) year.
 Plaintiff is guilty of adultery.
 Plaintiff is guilty of extreme cruelty.
 Plaintiff is guilty of fraudulent contract.
 Plaintiff is guilty of gross neglect of duty.
 Plaintiff is guilty of habitual drunkenness.
 Plaintiff is imprisoned in a state or federal correctional institution at the time of filing the Complaint.
 Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Defendant requests that a divorce be granted from Plaintiff. Defendant further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Plaintiff pay spousal support;
 Defendant be restored to the former name of _____;
 Plaintiff pay Defendant's attorney fees;
 Plaintiff pay the court costs of the proceeding;
and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE

(Check the boxes that apply)

Defendant delivered a copy of the Counterclaim for Divorce without Children.

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts
 - Regular U.S. Mail
 - Fax
 - Hand Delivery
 - Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: After a Complaint has been filed, this form is used by a Defendant 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 a party is pregnant. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

COUNTERCLAIM FOR DIVORCE WITH CHILDREN

Now comes Defendant and states as follows:

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.
2. Plaintiff alleged proper jurisdiction and venue.

3. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.

5. *Check all that apply.* (If more space is needed, add additional pages)

The following child(ren) was/were born of the parties' relationship prior to the marriage:

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

The following child(ren) was/were born from or adopted during this marriage:

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

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

6. Military Service:

- Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
 Plaintiff and/or Defendant is an active-duty servicemember of the United States military.

7. Defendant is entitled to a divorce from Plaintiff based upon the following grounds: *(check all that apply)*
- Plaintiff and Defendant are incompatible.
 - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 - Plaintiff has been willfully absent for one (1) year.
 - Plaintiff is guilty of adultery.
 - Plaintiff is guilty of extreme cruelty.
 - Plaintiff is guilty of fraudulent contract.
 - Plaintiff is guilty of gross neglect of duty.
 - Plaintiff is guilty of habitual drunkenness.
 - Plaintiff is imprisoned in a state or federal correctional institution at the time of filing the Complaint.
 - Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Defendant requests that a divorce be granted from Plaintiff. Defendant further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):
_____;
 - Defendant be designated the residential parent and legal custodian of the following minor child(ren):
_____;
 - the non-residential parent be granted specific parenting time;
 - Plaintiff and Defendant be granted shared parenting of the following minor child(ren):

- pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Defendant will prepare and file with the Court;
- Plaintiff pay child support, cash medical support, and health care expenses;
 - Plaintiff pay spousal support;
 - Defendant be restored to the former name of _____;
 - Plaintiff pay Defendant's attorney fees;
 - Plaintiff pay the court costs of the proceeding;
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE

(Check the boxes that apply)

Defendant delivered a copy of the Counterclaim for Divorce with Children.

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

By: As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts

Regular U.S. Mail

Fax

Hand Delivery

Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used in response to a filing of a Complaint for Divorce without Children, and allows you to agree with or dispute the statements made in the Complaint for Divorce without Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN

In Answer to Plaintiff's Complaint for Divorce, Defendant states as follows:

ADMIT DENY

- 1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing the Complaint.
- 2. Plaintiff has been a resident of the County stated in the Complaint for at least ninety (90) days immediately before filing the Complaint; OR
- Defendant resides in the County where the Complaint was filed.

ADMIT DENY

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. The date of Plaintiff and Defendant's marriage stated in the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | The place of Plaintiff and Defendant's marriage stated in the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Neither party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | A party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Any child(ren) born from or adopted during this marriage or relationship is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Plaintiff is an active-duty servicemember of the United States military. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is an active-duty servicemember of the United States military. |
| | | 7. Defendant further admits or denies the following grounds for divorce: |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant are incompatible. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff or Defendant had a Husband or Wife living at the time of the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant has been willfully absent for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of adultery. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of extreme cruelty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of fraudulent contract. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of gross neglect of duty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of habitual drunkenness. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is imprisoned in a state or federal correctional institution at the time of filing the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Plaintiff and Defendant are owners of real estate and/or personal property. |
| | | 9. Defendant denies any allegations not specifically admitted. |

Defendant requests: (*select one*)

- the Complaint for Divorce be dismissed OR
 - a divorce be granted
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE

(Check the boxes that apply)

Defendant delivered a copy of the Answer to Complaint for Divorce without Children

On: (Date) _____, 20 ____

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

At: (Print address or fax number) _____

- By: As instructed in the Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) filed with the Clerk of Courts
- Regular U.S. Mail
- Fax
- Hand Delivery
- Other: _____

Signature

IN THE COURT OF COMMON PLEAS

_____ **DIVISION**

_____ **COUNTY, OHIO**

Name

Case No. _____

Street Address

Judge _____

City, State and Zip Code

Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used in response to a filing of a Complaint for Divorce with Children, and allows you to agree with or dispute the statements made in the Complaint for Divorce with Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN

In Answer to Plaintiff's Complaint for Divorce, Defendant states as follows:

ADMIT DENY

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing the Complaint.

2. Plaintiff has been a resident of the County stated in the Complaint for at least ninety (90) days immediately before filing the Complaint; OR

Defendant resides in the County where the Complaint was filed.

ADMIT DENY

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. The date of Plaintiff and Defendant's marriage stated in the Complaint.
The place of Plaintiff and Defendant's marriage stated in the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Neither party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | A party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. The child(ren) stated in the Complaint was/were born of the relationship prior to the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Complaint was/were born from or adopted during this marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Complaint was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Complaint is/are subject to an existing order of parenting or support of another Court. |
| <input type="checkbox"/> | <input type="checkbox"/> | One party is not the parent of the child(ren) stated in the Complaint who was/were born during the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Plaintiff is an active-duty servicemember of the United States military. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is an active-duty servicemember of the United States military. |
| | | 7. Defendant further admits or denies the following grounds for divorce: |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant are incompatible. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff or Defendant had a Husband or Wife living at the time of the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant has been willfully absent for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of adultery. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of extreme cruelty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of fraudulent contract. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of gross neglect of duty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is guilty of habitual drunkenness. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is imprisoned in a state or federal correctional institution at the time of filing the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Plaintiff and Defendant are owners of real estate and/or personal property. |
| | | 9. Defendant denies any allegations not specifically admitted. |

Defendant requests: (*select one*)

- the Complaint for Divorce be dismissed OR
 - a divorce be granted
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE
(*Check the boxes that apply*)

Defendant delivered a copy of the Answer to Complaint for Divorce with Children.

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts
 - Regular U.S. Mail
 - Fax
 - Hand Delivery
 - Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION
COUNTY, OHIO

Name

Street Address

City, State and Zip Code

Case No. _____
Judge _____
Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used in response to a filing of a Counterclaim for Divorce without Children, and allows you to agree with or dispute the statements made in the Counterclaim for Divorce without Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

REPLY TO COUNTERCLAIM FOR DIVORCE WITHOUT CHILDREN

In Reply to Defendant's Counterclaim for Divorce, Plaintiff states as follows:

ADMIT DENY

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Plaintiff alleged proper jurisdiction and venue. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. The date of Plaintiff and Defendant's marriage stated in the Counterclaim. |
| <input type="checkbox"/> | <input type="checkbox"/> | The place of Plaintiff and Defendant's marriage stated in the Counterclaim. |

ADMIT DENY

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Neither party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | A party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Any child(ren) born from or adopted during this marriage or relationship is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Plaintiff is an active-duty servicemember of the United States military. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is an active-duty servicemember of the United States military. |
| | | 7. Plaintiff further admits or denies the following grounds for divorce: |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant are incompatible. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff or Defendant had a Husband or Wife living at the time of the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff has been willfully absent for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of adultery. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of extreme cruelty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of fraudulent contract. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of gross neglect of duty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of habitual drunkenness. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is imprisoned in a state or federal correctional institution at the time of the filing the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Plaintiff and Defendant are owners of real estate and/or personal property. |
| | | 9. Plaintiff denies any allegations not specifically admitted. |

The Plaintiff requests:

- the Counterclaim for Divorce be dismissed OR
 - a divorce be granted
- and any further relief deemed proper.

 Attorney or Self Represented Party Signature

 Printed Name

 Address

 City, State, Zip

 Phone Number

 Fax Number

 E-mail

 Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE
(Check the boxes that apply)

Plaintiff delivered a copy of the Reply to Counterclaim for Divorce without Children.

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts
 - Regular U.S. Mail
 - Fax
 - Hand Delivery
 - Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

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

Plaintiff

vs.

Name _____
Street Address _____
City, State and Zip Code _____

Defendant

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used in response to a filing of a Counterclaim for Divorce with Children, and allows you to agree with or dispute the statements made in the Counterclaim for Divorce with Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

REPLY TO COUNTERCLAIM FOR DIVORCE WITH CHILDREN

In Reply to Defendant's Counterclaim for Divorce, Plaintiff states as follows:

ADMIT DENY

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.
2. Plaintiff alleged proper jurisdiction and venue.

ADMIT DENY

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. The date of Plaintiff and Defendant's marriage stated in the Counterclaim. |
| <input type="checkbox"/> | <input type="checkbox"/> | The place of Plaintiff and Defendant's marriage stated in the Counterclaim. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Neither party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | A party is pregnant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. The child(ren) stated in the Counterclaim was/were born of the relationship prior to the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Counterclaim was/were born from or adopted during this marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Counterclaim was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves. |
| <input type="checkbox"/> | <input type="checkbox"/> | The child(ren) stated in the Counterclaim is/are subject to an existing order of parenting or support of another Court. |
| <input type="checkbox"/> | <input type="checkbox"/> | One party is not the parent of the child(ren) stated in the Counterclaim who was/were born during the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Plaintiff is an active-duty servicemember of the United States military. |
| <input type="checkbox"/> | <input type="checkbox"/> | Defendant is an active-duty servicemember of the United States military. |
| | | 7. Plaintiff further admits or denies the following grounds for divorce: |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant are incompatible. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff or Defendant had a Husband or Wife living at the time of the marriage. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff has been willfully absent for one (1) year. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of adultery. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of extreme cruelty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of fraudulent contract. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of gross neglect of duty. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is guilty of habitual drunkenness. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff is imprisoned in a state or federal correctional institution at the time of the filing the Complaint. |
| <input type="checkbox"/> | <input type="checkbox"/> | Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Plaintiff and Defendant are owners of real estate and/or personal property. |
| | | 9. Plaintiff denies any allegations not specifically admitted. |

Plaintiff requests:

- the Counterclaim for Divorce be dismissed OR
 - a divorce be granted
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

CERTIFICATE OF SERVICE
(Check the boxes that apply)

Plaintiff delivered a copy of the Reply to Counterclaim for Divorce with Children.

On: (Date) _____, 20 _____

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

At: (Print address or fax number) _____

- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts
 - Regular U.S. Mail
 - Fax
 - Hand Delivery
 - Other: _____

Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Case No. _____

Street Address

Judge _____

City, State and Zip Code

Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

JUDGMENT ENTRY – DECREE OF DIVORCE WITHOUT CHILDREN

This matter came on for final hearing on _____ before Judge Magistrate
_____ upon Plaintiff's Complaint for Divorce without Children filed on
_____ and/or Defendant's Counterclaim filed on _____ and upon
the following: _____.

FINDINGS

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

- A. Check all that apply:
 - Defendant was properly served with Summons, a copy of the Complaint, and both parties received Notice of Hearing.
 - Defendant filed a Waiver of Service.
 - Defendant filed an Answer to Plaintiff's Complaint.
 - Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons, a copy of the Complaint.

- Defendant filed a Counterclaim.
 - Plaintiff filed a Reply to Defendant's Counterclaim.
 - Plaintiff failed to file a Reply to Defendant's Counterclaim.
- B. Plaintiff was present at the Hearing.
- _____ appeared as counsel for Plaintiff.
- Plaintiff failed to appear.
- Defendant was present at the Hearing.
- _____ appeared as counsel for Defendant.
- Defendant failed to appear.
- C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:
- Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
 - Defendant was a resident of this county.
 - Venue is proper based upon: _____
- E. This Court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.
- F. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).
- G. The termination of marriage is the date of Final Hearing or the date specified:

- H. Children:
- Neither party is pregnant OR a party is pregnant.
- Any child(ren) born from or adopted during this marriage or relationship, is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
- I. Military Service:
- Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
 - Plaintiff and/or Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.
- J. The divorce should be granted on the following ground(s):
- Plaintiff and Defendant are incompatible.
 - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 - Plaintiff or Defendant has been willfully absent for one (1) year.

- Plaintiff or Defendant is guilty of adultery.
 - Plaintiff or Defendant is guilty of extreme cruelty.
 - Plaintiff or Defendant is guilty of fraudulent contract.
 - Plaintiff or Defendant is guilty of gross neglect of duty.
 - Plaintiff or Defendant is guilty of habitual drunkenness.
 - Plaintiff or Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.
 - Plaintiff or Defendant procured a divorce outside this state by virtue of which Plaintiff or Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff or Defendant.
- K. Plaintiff and/or Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.

- L. The Court finds that:
- the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement 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.
 - a Magistrate's Decision was filed on: _____
 - no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.
 - the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.
 - the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

N. The Court further finds that: _____

JUDGMENT

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

FIRST: DIVORCE GRANTED

Plaintiff Defendant is/are granted a divorce on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the attached Separation Agreement Magistrate's Decision which is incorporated in this Judgment Entry as if fully rewritten and/or as is set forth herein.

SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property: _____

B. Defendant is awarded the following separate property: _____

C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

F. Other orders regarding property: _____

G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

H. Other orders regarding transfers: _____

THIRD: DEBT

The parties' debts shall be divided as follows:

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

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

- C. Bankruptcy
The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.
- D. Neither party shall incur liabilities against the other party in the future.

FOURTH: SPOUSAL SUPPORT

- A. Spousal Support Not Awarded
 Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded
 Plaintiff Defendant shall pay spousal support to Plaintiff Defendant in the amount of \$_____ per month commencing on _____. Spousal support shall continue for a period of _____ months OR until further order of this Court.
- C. Method of Payment of Spousal Support
 Spousal support payments shall be made directly to Plaintiff Defendant.
 Spousal support payments, plus two percent (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 or other _____.
- D. Termination of Spousal Support
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:
 The cohabitation of the person receiving support in a relationship comparable to marriage.
 The remarriage of the person receiving support.
 Other: (*specify*) _____
- E. Reservation of Jurisdiction
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).
On other matters involving spousal support: (*check all that apply*)
 The Court shall retain jurisdiction to modify the amount of the spousal support order.
 The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
 The Court shall retain jurisdiction to modify the duration of the spousal support order.
 The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.
 The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support: _____

G. Arrearage or Overpayment

- Any temporary spousal support arrearage or overpayment shall survive this Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive this Judgment Entry.
- Other: _____

FIFTH: NAME

_____ is restored to the former name of _____

SIXTH: OTHER ORDERS

SEVENTH: TEMPORARY ORDERS

All temporary orders in this case are terminated.

EIGHTH: PAYMENT OF ATTORNEY FEES AND LITIGATION EXPENSES (*select one*)

- Each party shall pay his/her own attorney fees and litigation expenses, if any.
- Plaintiff shall pay _____ of attorney fees and litigation expenses incurred by Defendant. The same shall be paid as follows: _____
- Defendant shall pay _____ of attorney fees and litigation expenses incurred by Plaintiff. The same shall be paid as follows: _____

NINTH: COURT COSTS

Court costs are:

- Taxed to the deposit. Court costs due above the deposit shall be paid as follows: _____
- Other: (*specify*) _____

TENTH: CLERK OF COURTS

The Clerk of Courts shall provide:

a certified copy to: _____

a file stamped copy to: _____

JUDGE

Plaintiff Signature

Defendant Signature

Printed Name

Printed Name

Plaintiff's Attorney Signature

Defendant's Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

NOTICE. This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

JUDGMENT ENTRY – DECREE OF DIVORCE WITH CHILDREN

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

FINDINGS

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

- A. Check all that apply:
- Defendant was properly served with Summons, a copy of the Complaint, and both parties received Notice of Hearing.
 - Defendant filed a Waiver of Service.
 - Defendant filed an Answer to Plaintiff's Complaint.
 - Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons and a copy of the Complaint.

- Defendant filed a Counterclaim.
- Plaintiff filed a Reply to Defendant's Counterclaim.
- Plaintiff failed to file a Reply to Defendant's Counterclaim.

- B. Plaintiff was present at the Hearing.
- _____ appeared as counsel for Plaintiff.
- Plaintiff failed to appear.
- Defendant was present at the Hearing.
- _____ appeared as counsel for Defendant.
- Defendant failed to appear.

C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.

- D. At the time the Complaint and/or Counterclaim was/were filed:
- Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
 - Defendant was a resident of this county.
 - Venue is proper based upon: _____

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

F. Plaintiff and Defendant were married on _____ (date of marriage)
in _____ (city or county, and state).

G. The termination of marriage is the date of Final Hearing or the date specified:

H. Children:
 The following child(ren) was/were born of the parties' relationship prior to the marriage:

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

The following child(ren) was/were born from or adopted during this marriage:

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

- The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child

Date of Birth

- The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child

Date of Birth

- One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child

Date of Birth

I. Military Service:

- Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
 Plaintiff and/or Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.

J. The divorce should be granted on the following ground(s):

- Plaintiff and Defendant are incompatible.
 Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
 Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
 Plaintiff or Defendant has been willfully absent for one (1) year.
 Plaintiff or Defendant is guilty of adultery.
 Plaintiff or Defendant is guilty of extreme cruelty.
 Plaintiff or Defendant is guilty of fraudulent contract.
 Plaintiff or Defendant is guilty of gross neglect of duty.
 Plaintiff or Defendant is guilty of habitual drunkenness.
 Plaintiff or Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.
 Plaintiff or Defendant procured a divorce outside this state by virtue of which Plaintiff or Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff or Defendant.

- K. Plaintiff and/or Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.

L. The Court finds that:

- the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement 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 parties presented the Court with a written Shared Parenting Plan or Parenting Plan, or read a settlement of all issues involving their parental rights and responsibilities into the record. The Shared Parenting Plan Parenting Plan is attached hereto as Exhibit B. The Court finds that the agreed allocation of parental rights and responsibilities is in the minor child(ren)'s best interest and that the parties entered into it knowingly and voluntarily.

a Magistrate's Decision was filed on: _____.

no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.

the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.

the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

Asset	Value

Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

N. The Court further finds that:

JUDGMENT

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

FIRST: DIVORCE GRANTED

Plaintiff Defendant is/are granted a divorce on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the attached Separation Agreement Shared Parenting Plan Parenting Plan Magistrate's Decision which is incorporated in this Judgment Entry as if fully rewritten and/or as is set forth herein.

SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property:

B. Defendant is awarded the following separate property:

C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

F. Other orders regarding property: _____

G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

H. Other orders regarding transfers: _____

THIRD: DEBT

The parties' debts shall be divided as follows:

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

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

- C. Bankruptcy
The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.
- D. Neither party shall incur liabilities against the other party in the future.

FOURTH: SPOUSAL SUPPORT

- A. Spousal Support Not Awarded
 Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded
 Plaintiff Defendant shall pay spousal support to Plaintiff Defendant in the amount of \$_____ per month commencing on _____. Spousal support shall continue for a period of _____ months OR until further order of this Court.
- C. Method of Payment of Spousal Support:
 Spousal support payments shall be made directly to Plaintiff Defendant.
 Spousal support payments, plus two percent (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 or other _____.
- D. Termination of Spousal Support
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:
 The cohabitation of the person receiving support in a relationship comparable to marriage.
 The remarriage of the person receiving support.
 Other: (*specify*) _____
- E. Reservation of Jurisdiction
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: (*check all that apply*)
 The Court shall retain jurisdiction to modify the amount of the spousal support order.
 The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
 The Court shall retain jurisdiction to modify the duration of the spousal support order.
 The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.
 The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support:

G. Arrearage or Overpayment

- Any temporary spousal support arrearage or overpayment shall survive this Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive this Judgment Entry.
- Other: _____

FIFTH: NAME

_____ is restored to the former name of _____

**SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES
(No Shared Parenting Plan or Parenting Plan)**

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

- Plaintiff is designated as the residential parent and legal custodian of the following minor child(ren):

- Defendant is designated as the residential parent and legal custodian of the following minor child(ren):

- Each party shall have parenting time with the minor child(ren) who is/are not residing with him/her according to the parenting time schedule attached hereto and made a part hereof or other:

- Subject to the Court's continuing jurisdiction, Plaintiff Defendant shall not have parenting time with the child(ren) for the following reasons:

B. Relocation Notice

Pursuant to R.C. 3109.051(G):

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 R.C. 3109.051(G)(2), (3), and (4), 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 interest of the child(ren) to revise the parenting time schedule for the child(ren).

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

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

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

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

Other orders: _____

C. Records Access Notice
Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), the non-residential parent is entitled access to any record related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

None

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

D. Day Care Access Notice
Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the non-residential parent is entitled 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, unless otherwise restricted.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parent regarding day care access are as follows:

E. School Activities Access Notice
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the non-residential parent is entitled access to any student activity related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parent regarding school activities access are as follows:

SEVENTH: CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____, 20_____.

For purposes of this order:

Plaintiff Defendant is the child support obligor (*pays support*).

Plaintiff Defendant is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and 3121.30:

SUPPORT OBLIGOR (pays support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

SUPPORT OBLIGEE (receives support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$ _____ per child, per month for _____ (number) child(ren), for a total of \$ _____ per month. (Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet)

B. Overnight Parenting Time Adjustment

- The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.
- The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation

- Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:
 - exceeds ninety (90) overnights but is *not* more than 146 overnights (_____ overnights).
 - A deviation is *not* granted.
 - The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

- OR -

- is equal to or exceeds 147 overnights (_____ overnights).

A deviation is granted *not* granted for the following reasons:

D. Other Deviation Factors (if applicable)

- Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

- Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

- Other Court ordered payments

- Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

- Financial resources and the earning ability of the child(ren)

- Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

- Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level

- Benefits that either parent receives from remarriage or sharing living expenses with another person

- Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents

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

- Extraordinary work-related expenses incurred by either parent

- 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

- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen

- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order

- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated

- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases

- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs

- Any other relevant factor: *(specify)*

- Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*
 - Ability of each parent to maintain adequate housing for the child(ren)
 - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
 - Any other relevant circumstances: *(specify)*

E. Monthly Child Support Obligation

The child support obligor (pays support) shall pay child support in the amount of \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment

- Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.
- Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except those arrearages assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)

All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 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. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address, and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number, and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through OCSPC or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the _____ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

(Check one of the following three boxes)

- The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

- OR -

- The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____
ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the _____ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address, and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address, and telephone number of any new employer.

The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits, or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address, and telephone number of any employer. The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- 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 nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

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

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the _____ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the _____ County Child Support Enforcement Agency may be contempt of Court.

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 OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. 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.

EIGHTH: HEALTH INSURANCE COVERAGE

A. Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the _____ County Child Support Enforcement Agency when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the _____ County Child Support Enforcement Agency and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

B. Private Health Insurance Coverage IS available for the minor child(ren).

- Plaintiff has private health insurance coverage for the minor child(ren);
- Defendant has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

(Check one of the following three boxes)

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent (5%) of the annual income of that person.

(Check one of the following two sections)

- The total cost of private health insurance coverage available to Plaintiff and/or Defendant **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to Plaintiff and/or Defendant **exceeds** that parent's Health Insurance Maximum. (*Line 8 Child Support Computation Worksheet*)

(Check one of the three sections below)

- Both parents agree that Plaintiff Defendant or Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff Defendant has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for Plaintiff Defendant to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

3. Person Required to Provide Private Health Insurance Coverage.

- Plaintiff Defendant Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
- The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.
- The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's Defendant's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

Name: _____
Address: _____

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

NINTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES

A. Liability for Child(ren)'s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (*if applicable*)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

– OR –

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

(*Check one of the following two boxes*)

The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet*)

Plaintiff shall pay _____% and Defendant shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (*Line 23a Child Support Computation Worksheet*)

– OR –

- The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____(number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet*)

Obligee's cash medical support obligation is deviated to \$_____ per month. (*Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet*) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff shall pay _____% and the Defendant shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

TENTH: TAX DEPENDENCY

- A. Plaintiff shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as substantially current in any child support required to be paid as of December 31 of the tax year in question: _____.
- Defendant shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as substantially current in any child support required to be paid 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).

ELEVENTH: OTHER ORDERS

TWELFTH: TEMPORARY ORDERS

All temporary orders in this case are terminated.

THIRTEENTH: PAYMENT OF ATTORNEY FEES AND LITIGATION EXPENSES (select one)

- Each party shall pay his/her own attorney fees and litigation expenses, if any.
- Plaintiff shall pay _____ of attorney fees and litigation expenses incurred by Defendant. The same shall be paid as follows: _____
- Defendant shall pay _____ of attorney fees and litigation expenses incurred by Plaintiff. The same shall be paid as follows: _____

FOURTEENTH: COURT COSTS

Court costs are: (select one)

- Taxed to the deposit. Court costs due above the deposit shall be paid as follows: _____
- Other (specify): _____

FIFTEENTH: CLERK OF COURTS

The Clerk of Courts shall provide:

- a certified copy to: _____
- a file stamped copy to: Child Support Enforcement Agency

JUDGE

Plaintiff Signature

Defendant Signature

Printed Name

Printed Name

Plaintiff's Attorney Signature

Defendant's Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

NOTICE. This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE

The parties' marriage was terminated in a Judgment Entry filed on _____. Pursuant to said 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 Permanent Parcel Number, attached hereto as Exhibit A and made a part hereof.

It is further ORDERED that _____ is vested with all rights, title, and interest of the real estate described in Exhibit A attached hereto and made a part hereof. The Auditor and Recorder of _____ County are ORDERED to accept this Judgment Entry as transfer of such interest and reflect the same on their books and records. The filing of this Judgment Entry with the Recorder and Auditor shall effectuate the conveyance of the real estate interest.

Court costs shall be:

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 Judge _____

City, State and Zip Code Magistrate _____

Petitioner 1

and

Name

Street Address

City, State and Zip Code

Petitioner 2

<p>WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.</p> <p>Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 19) must be filed with this Petition. If there is/are child(ren), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) and either a Shared Parenting Plan (Uniform Domestic Relations Form 20) or a Parenting Plan (Uniform Domestic Relations Form 21) must be filed with this Petition. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.</p>
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PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS
 WITH CHILDREN WITHOUT CHILDREN

Now come Petitioners and state as follows:

- Petitioner 1 Petitioner 2 Both parties has/have been (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of this Petition.
- Petitioners consent to venue in _____ County, Ohio.

3. Petitioners were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.

5. *Check all that apply.* (If more space is needed, add additional pages)

There is/are no minor child(ren) born from or adopted during this marriage or relationship.

The following child(ren) was/were born of the parties' relationship prior to the marriage:

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

The following child(ren) was/were born from or adopted during this marriage:

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

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

6. Military Service:

Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.

Petitioner 1 and/or Petitioner 2 is an active-duty servicemember of the United States military.

7. Petitioners entered into a Separation Agreement which is attached and incorporated herein as if fully written.
8. If Petitioners have (a) minor child(ren): (*select one*)
 - Petitioners agreed to a Shared Parenting Plan which is attached and incorporated herein as if fully written.
 - Petitioners agreed to a Parenting Plan which is attached and incorporated herein as if fully written.
9. Petitioners are both over eighteen (18) years of age, are not under any disability, and waive all rights to receive Summons for the dissolution action through the Clerk of Courts.
10. _____, requests to be restored to the former name of _____.

Petitioners request that the Court dissolve their marriage and issue a Judgment Entry-Decree of Dissolution of Marriage adopting the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

Petitioner 1 Signature

Petitioner 2 Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Petitioner 1 Attorney Signature

Petitioner 2 Attorney Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Supreme Court Reg No.

Supreme Court Reg No.

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Street Address

City, State and Zip Code

Case No. _____
Judge _____
Magistrate _____

Petitioner 1

and

Name

Street Address

City, State and Zip Code

Petitioner 2

JUDGMENT ENTRY – DECREE 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 _____.

Petitioner 1 was present and was was not represented by counsel _____.
Petitioner 2 was present and was was not represented by counsel _____.

FINDINGS

1. Petitioner 1 Petitioner 2 Both parties was/were (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of the Petition.
2. Both parties consented to venue.
3. Not less than thirty (30) days nor more than ninety (90) days have elapsed after the filing of the Petition.
 The parties successfully completed a collaborative family law process and not more than ninety (90) days have elapsed since the filing of the Petition.

4. The parties were married on _____ (date of marriage)
in _____ (city or county, and state).

5. Neither party is pregnant OR a party is pregnant.

6. There is/are no minor child(ren) born from or adopted during this marriage or relationship.

The following child(ren) was/were born of the parties' relationship prior to the marriage:

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

The following child(ren) was/were born from or adopted during this marriage:

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

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

7. Military Service:

Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.

Petitioner 1 and/or Petitioner 2 is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.

8. Upon examination under oath, the parties acknowledged that they voluntarily entered into a Separation Agreement which was attached to the Petition, as modified on _____, and is attached hereto as Exhibit A. Petitioners are satisfied with the terms of the Agreement, fully understand same and believe it is a fair and equitable division of their assets and debts. Petitioners desire the Court to approve and adopt the Agreement.

9. Upon examination under oath, the parties acknowledged that they voluntarily entered into a Shared Parenting Plan OR Parenting Plan which was attached to the Petition, as modified on _____, and is attached hereto as Exhibit B. Petitioners are satisfied with the terms of the Plan, fully understand same and believe it to be in the best interest of their child(ren). Petitioners desire the Court to approve and adopt the Plan.

10. _____ requests to be restored to the former name of _____.

11. Petitioners desire to have the marriage dissolved.

JUDGMENT

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

FIRST: DISSOLUTION GRANTED

The dissolution of marriage is granted.

The Court approves the:

- Separation Agreement OR Amended Separation Agreement
- Shared Parenting Plan OR Amended Shared Parenting Plan
- Parenting Plan OR Amended Parenting Plan

as submitted and releases the parties from the obligations of their marriage except as set forth in the attached Agreement and Plan which is/are incorporated in this Judgment Entry – Decree of Dissolution of Marriage as if fully rewritten.

The parties shall fulfill each and every obligation imposed by the Agreement and Plan as submitted and modified, if applicable. This Judgment Entry – Decree of Dissolution shall constitute a Parenting Decree under R.C. 3109.04(D).

SECOND: NAME

_____ is restored to the former name of _____.

THIRD: OTHER

FOURTH: COURT COSTS

Court costs are:

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

Other: (specify) _____

FIFTH: CLERK OF COURTS

The Clerk of Courts shall provide:

a certified copy to: _____

a file stamped copy to: Child Support Enforcement Agency, if there are children

JUDGE

Petitioner 1 Signature

Petitioner 2 Signature

Printed Name

Printed Name

Petitioner 1's Attorney Signature

Petitioner 2's Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

<p>WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.</p> <p>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) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.</p>

SEPARATION AGREEMENT

The parties, _____ and _____, state as follows:

1. The parties were married on _____ (date of marriage) in _____ (city or county, and state).
2. The parties request that the termination of marriage be the date of the final hearing or the date specified: _____.
3. The parties intend to live separate and apart.

4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

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, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is 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, received as 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 (1) spouse.

A. Real Estate: (select one)

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

- 1. Neither party has any ownership interest in any real estate.
- 2. One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

Address or Parcel Number of Property	Party

- 3. A legal description of the property (found in the property's deed) should be attached.
- 4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
- 5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

B. Titled Vehicles: (select one)

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

- 1. Neither party has any ownership interest in any titled vehicle(s).
- 2. Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

Year	Make	Model	VIN/SN

3. Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

Year	Make	Model	VIN/SN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, 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, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

Defendant/Petitioner 2 shall receive:

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

4. Each party shall pay 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 arrangements regarding household goods and personal property:

D. Financial Accounts: (select one)

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. Neither party has any ownership interest in any financial accounts.

2. Plaintiff/Petitioner 1 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: _____

3. Defendant/Petitioner 2 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 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:

If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay 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:

If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

F. Business Interests: (select one)

1. Neither party has any interest in any business.

2. Plaintiff/Petitioner 1 shall receive the following:

Name of Business	Ownership Interest
<hr/>	<hr/>
<hr/>	<hr/>

3. Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest
<hr/>	<hr/>
<hr/>	<hr/>

4. Each party shall pay 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:

If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. Plaintiff/Petitioner 1 shall receive the following:

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

3. Defendant/Petitioner 2 shall receive the following:

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

4. Each party shall pay and hold the other harmless from any debt owing on any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans he/she receives unless otherwise stated in this Agreement.

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

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: _____ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

H. Life Insurance Policies: (select one)

- 1. Neither party has any interest in any life insurance policy(ies) with a cash value.
- 2. Plaintiff/Petitioner 1 shall receive the following policy(ies):

- 3. Defendant/Petitioner 2 shall receive the following policy(ies):

- 4. Each party shall pay 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):

If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

I. Other Property: (select one)

- 1. Neither party has any other property.
- 2. Other property owned by one or both of the parties shall be distributed as follows:

Description of Property	Party
<hr/>	<hr/>

- 3. Each party shall pay 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:

If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

THIRD: DEBTS (select one)

- 1. Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.
- 2. Plaintiff/Petitioner 1 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 3. Defendant/Petitioner 2 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. No Spousal Support Obligation

Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Obligation

Plaintiff/Petitioner 1 Defendant/Petitioner 2 shall pay spousal support to Plaintiff/Petitioner 1 Defendant/Petitioner 2 in the amount of \$_____ per month commencing on _____ Spousal support shall continue for a period of _____ months OR until further order of this Court.

C. Method of Payment of Spousal Support:

Spousal support payments shall be made directly to Plaintiff/Petitioner 1 Defendant/Petitioner 2.
 Spousal support payments, plus two percent (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 or other _____.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2'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. Reservation of Jurisdiction

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: *(check all that apply)*

- The Court shall retain jurisdiction to modify the amount of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
- The Court shall retain jurisdiction to modify the duration of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.
- The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

F. **Other orders** regarding spousal support: (*specify*) _____

G. Arrearage or Overpayment

- Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- Other: _____

FIFTH: NAME

_____ shall be restored
to the former name of _____

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

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

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

Neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such 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. All joint credit cards shall be immediately destroyed.

NINTH: INCORPORATION INTO JUDGMENT ENTRY

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 a Judgment Entry.

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.

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 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.

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Date

Date

ACKNOWLEDGMENT

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

STATE OF OHIO

)
) SS
)

COUNTY OF _____

Before me, a Notary Public, personally appeared _____, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: A parenting time schedule and child support worksheet must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio’s Guide for Parents Living Apart available at <http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>.

SHARED PARENTING PLAN

The parents, _____, “Plaintiff/Petitioner 1”, and _____, Defendant/Petitioner 2”, have _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

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

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

FIRST: PARENTS' RIGHTS

Unless otherwise stated herein, 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.
- 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. The 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.

C. Parenting Time Schedule

A parenting time schedule must be attached to this Plan.

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 days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation to School and Parenting Time

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

Other agreement regarding transportation to school and parenting time:

E. School Placement

The designation of a particular parent as the residential parent for the purposes of determining the school placement 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)".

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

Defendant/Petitioner 2 shall be designated as the residential parent for school placement purposes of the following child(ren):

Other agreement regarding school placement:

F. Education Decisions Other than School Placement

Each parent shall consult with the other regarding any important education decisions affecting the child(ren). Important education decisions affecting the child(ren) shall be made by agreement of the parties. Each parent shall be reasonable in attempting to reach an agreement on such matters. In the event the parties cannot agree on education decisions other than school placement, the decision of:

Plaintiff/Petitioner 1 shall be binding on the parents and the following child(ren):

Defendant/Petitioner 2 shall be binding on the parents and the following child(ren):

G. Responsibility for Child Activities

1. Participation in Activities

The parents shall give careful consideration of the child(ren)'s best interest and the child(ren)'s wishes in scheduling activities. Neither parent will unreasonably withhold agreement to any particular activity. The parents shall be reasonable with respect to this provision and take into consideration the needs and interests of the child(ren) at all times. The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities:

Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

Other agreement regarding transportation:

3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall divide the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

Plaintiff/Petitioner 1 _____

Defendant/Petitioner 2 _____

Other agreement regarding the division of extracurricular, school-related, or other activity expenses:

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

Other agreement regarding reimbursement or payment of expenses:

H. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each 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 twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

Each parent shall consult the other about the child(ren)'s health care needs and each shall immediately notify the other parent about all major non-emergency health care decisions before authorizing a course of treatment. Each parent has a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at that parent's expense to determine the necessity for treatment.

If the parties cannot agree regarding a course of treatment, Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's (**select one**) decision shall control.

I. Current Address and Telephone Number

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

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

J. Relocation Notice

Pursuant to R.C. 3109.051(G):

If either 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 R.C. 3109.051(G)(2), (3), and (4), 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 either parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

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

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

K. Records Access Notice
Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), both parents are entitled access to any record related to the child(ren), unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

- None
 Restrictions or limitations to records access are as follows:
-
-

L. Day Care Access Notice
Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, both parents are entitled 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:
-
-

M. School Activities Access Notice
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), both parents are entitled access to any student activity related to the child(ren), unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

- None
 Restrictions or limitations to school activities access are as follows:
-
-

THIRD: CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____, 20_____.

For purposes of this order:

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligor (*pays support*).
 Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and 3121.30:

SUPPORT OBLIGOR (pays support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

SUPPORT OBLIGEE (receives support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

A. Guideline Child Support Amount
The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month. (Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet)

B. Overnight Parenting Time Adjustment
 The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.
 The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation
 Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:
 exceeds ninety (90) overnights but is *not* more than 146 overnights (_____ overnights).
 A deviation is *not* granted.
 The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

– OR –

is equal to or exceeds 147 overnights (_____ overnights).
A deviation is granted *not* granted for the following reasons:

D. Other Deviation Factors *(if applicable)*

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

Other Court ordered payments

Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

Financial resources and the earning ability of the child(ren)

Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level

Benefits that either parent receives from remarriage or sharing living expenses with another person

Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents

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

- Extraordinary work-related expenses incurred by either parent
-
-
- 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
-
-
- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
-
-
- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order
-
-
- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated
-
-
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases
-
-
- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs
-
-
- Any other relevant factor: (*specify*)
-
-
- Extraordinary circumstances associated with shared parenting: (*Only if Shared Parenting is ordered - check all that apply*)
- Ability of each parent to maintain adequate housing for the child(ren)
 - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
 - Any other relevant circumstances: (*specify*)
-

E. Monthly Child Support Obligation
The child support obligor (pays support) shall pay child support in the amount of \$ _____ per child, per month for _____ (number) child(ren), for a total of \$ _____ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment
 Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.
 Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except the arrearage assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)
All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 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. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the _____ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

(Check one of the following three boxes)

The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

– OR –

The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the _____ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

- The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- 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 nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

- The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the _____ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the _____ County Child Support Enforcement Agency may be contempt of Court.

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 OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. 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.

FOURTH: HEALTH INSURANCE COVERAGE.

- A. Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the _____ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the _____ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B. Private Health Insurance Coverage IS available for the minor child(ren).

- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

(Check one of the following three boxes)

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

(Check one of the following two sections)

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

(Check one of the three sections below)

- Both parents agree that Plaintiff/Petitioner 1 Defendant/Petitioner 2 or Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for Plaintiff/Petitioner 1 Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

3. Person Required to Provide Private Health Insurance Coverage.

Plaintiff/Petitioner 1 Defendant/Petitioner 2 Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
- The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.
- The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

Name: _____
Address: _____

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES

A. Liability for child(ren)'s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____. (Line 23a Child Support Computation Worksheet)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$_____. (Line 23b Child Support Computation Worksheet)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$_____. (Line 23b Child Support Computation Worksheet) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

– OR –

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

(Check one of the following two boxes)

The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)

Plaintiff/Petitioner 1 shall pay _____% and Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (Line 23a Child Support Computation Worksheet)

– OR –

The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____(number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (*Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet*)

Obligee's cash medical support obligation is deviated to \$_____ per month. (*Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet*) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay _____% and the Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

SIXTH: TAX DEPENDENCY

A. Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: _____

Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: _____

B. Other orders regarding tax dependency: (*specify*)

If a parent who has a child less than half of the time is entitled to claim the child, the other parent shall 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.

SEVENTH: MODIFICATION

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

EIGHTH: OTHER

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

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Plaintiff/Petitioner 1 Attorney Signature

Defendant/Petitioner 2 Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

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

PARENTING PLAN

The parents, _____ "Plaintiff/Petitioner 1", and _____ "Defendant/Petitioner 2", have _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

Name of Child

Date of Birth

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

FIRST: PARENTS' RIGHTS

Unless otherwise stated herein, the parents shall have:

- 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.
- 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. Residential Parent and Legal Custodian

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

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

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

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

C. Parenting Time Schedule

A parenting time schedule must be attached to this Plan.

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 days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation: (*select one*)

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

Other agreement regarding transportation to school and parenting time:

E. Responsibility for Child Activities

1. Participation in Activities

The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities:

Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

Other agreement regarding transportation:

3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall pay the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

- Plaintiff/Petitioner 1 _____
- Defendant/Petitioner 2 _____
- Other agreement regarding the payment of extracurricular, school-related, or other activity expenses:

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

- Other agreement regarding reimbursement or payment of expenses:

F. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each 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 twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

- Other agreement regarding health care responsibilities:

G. Current Address and Telephone Number

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

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

H. Relocation Notice

Pursuant to R.C. 3109.051(G):

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 R.C. 3109.051(G)(2), (3), and (4), 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 interest of the child(ren) to revise the parenting time schedule for the child(ren).

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

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

I. Records Access Notice

Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), the parent who is not the residential parent is entitled 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 parent regarding records access are as follows:

J. Day Care Access Notice

Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the parent who is not the residential parent is entitled 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 unless otherwise restricted.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parent regarding day care access are as follows:

K. School Activities Access Notice

Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the parent who is not the residential parent is entitled 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 unless otherwise restricted. 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 parent regarding school activities access are as follows:

THIRD: CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____, 20_____.

For purposes of this order:

Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligor (*pays support*).

Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and R.C. 3121.30:

SUPPORT OBLIGOR (pays support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

SUPPORT OBLIGEE (receives support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

A. Guideline Child Support Amount

The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month. (*Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet*)

B. Overnight Parenting Time Adjustment

The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.

The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation

Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:

exceeds ninety (90) overnights but is *not* more than 146 overnights (_____ overnights).

A deviation is *not* granted.

The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

– OR –

is equal to or exceeds 147 overnights (_____ overnights).

A deviation is granted *not* granted for the following reasons:

D. Other Deviation Factors (*if applicable*)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(*Check all that apply*)

Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

Other Court ordered payments

Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

Financial resources and the earning ability of the child(ren)

Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

- Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level

- Benefits that either parent receives from remarriage or sharing living expenses with another person

- Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents

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

- Extraordinary work-related expenses incurred by either parent

- 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

- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen

- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order

- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated

- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases

- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs
-
-

- Any other relevant factor: *(specify)*
-
-

- Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*

- Ability of each parent to maintain adequate housing for the child(ren)
- Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
- Any other relevant circumstances: *(specify)*
-

E. Monthly Child Support Obligation

The child support obligor (pays support) shall pay child support in the amount of \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment

- Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.
- Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except those arrearages assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)

All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 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. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each

withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the _____ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

(Check one of the following three boxes)

The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

– OR –

The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the _____ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

– OR –

The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

- The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- 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 nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

- The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the _____ County Child Support Enforcement Agency of any

reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the _____ County Child Support Enforcement Agency may be contempt of Court.

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 OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. 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.

FOURTH: HEALTH INSURANCE COVERAGE

A. Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the _____ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the _____ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

B. Private Health Insurance Coverage IS available for the minor child(ren).

- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

(Check one of the following three boxes)

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

(Check one of the following two sections)

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

(Check one of the three sections below)

- Both parents agree that Plaintiff/Petitioner 1 Defendant/Petitioner 2 or Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for Plaintiff/Petitioner 1 Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

3. Person Required to Provide Private Health Insurance Coverage.

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
- The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.
- The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

Name: _____
Address: _____

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES

A. Liability for child(ren)'s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term "health care expense" or "health care records" shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

– OR –

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

(Check one of the following two boxes)

The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)*

Plaintiff/Petitioner 1 shall pay _____% and Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceeds \$_____, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. *(Line 23a Child Support Computation Worksheet)*

– OR –

The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet)*

Obligee's cash medical support obligation is deviated to \$_____ per month. *(Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet)* Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay _____% and the Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceeds \$_____, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. *(Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet)*

SIXTH: TAX EXEMPTIONS

A. Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: _____

Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: _____

B. Other orders regarding tax exemptions: (*specify*)

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

SEVENTH: MODIFICATION

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

EIGHTH: OTHER

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

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Plaintiff/Petitioner 1 Attorney Signature

Defendant/Petitioner 2 Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

IN THE COURT OF COMMON PLEAS

**DIVISION
COUNTY, OHIO**

IN THE MATTER OF:

A Minor

Name

Street Address

City, State and Zip Code

Case No. _____

Judge _____

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

PARENTING JUDGMENT ENTRY

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

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

according to the attached Parenting Plan or Shared Parenting Plan.

The Court approves the Plan and incorporates it into this Judgment Entry as if fully rewritten herein. The parents shall abide by all of the terms and conditions of the Plan.

OTHER ORDERS

TEMPORARY ORDERS

All temporary orders in this case shall be terminated.

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*) _____

CLERK OF COURTS

The Clerk of Courts shall provide:

a certified copy to: _____

a file stamped copy to: Child Support Enforcement Agency

JUDGE

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Plaintiff/Petitioner 1 Attorney Signature

Defendant/Petitioner 2 Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.

NOTICE. This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).

IN THE COURT OF COMMON PLEAS

DIVISION
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Street Address

City, State and Zip Code

Case No. _____

Judge _____

Magistrate _____

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used to establish parentage of the child(ren), be designated as the residential parent, or obtain parenting time (companionship and visitation) with the child(ren). A Request for Service (Uniform Domestic Relations Form 31), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) and an Affidavit of Basic Information, Income and Expenses (Uniform Domestic Relations Form - Affidavit 1) must be filed with this Complaint. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

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

Now comes Plaintiff and states as follows:

1. Plaintiff is a parent of the following child(ren):

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

2. Defendant, _____ (name) is a parent of the following child(ren):

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

3. The child(ren) has/have resided in _____ County, Ohio since _____ (date).

4. A parent-child relationship has been established for the following child(ren):

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

5. A parent-child relationship has not been established for the following child(ren):

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

6. No Court has issued an order of parenting or support for the following child(ren):

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

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

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

7. Plaintiff requests that the Court: (*check all that apply*)

- Order genetic testing and determine the parent of the child(ren).
- Designate _____ (parent's name) as the parent of the child(ren) _____ (child(ren)'s name).
- Change the child(ren)'s name to _____.
- Correct the child(ren)'s birth certificate(s) to indicate the child(ren)'s parent.
- Adopt the proposed Shared Parenting Plan which is attached.
- Adopt the proposed Parenting Plan which is attached.
- Designate the residential parent and legal custodian of the child(ren).
- Order reasonable parenting time (companionship or visitation).
- Order child support, allocate the income tax dependency exemption, and determine who should provide health insurance coverage for the child(ren).
- Order the Ohio Department of Health to prepare (a) new birth certificate(s) for the child(ren).
- Other: (*specify*) _____

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

DIVISION
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Street Address

City, State and Zip Code

Case No. _____

Judge _____

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

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 proposed Show Cause Order and Notice (Uniform Domestic Relations Form 25/Uniform Juvenile Form 4) must be filed with this Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

MOTION FOR CONTEMPT, AFFIDAVIT, AND INSTRUCTIONS FOR SERVICE

Now comes _____ (name), the Movant, and requests 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 regarding the following: *(check all that apply)*

1. Interference with parenting time or other parenting orders filed on _____ (date), as follows: _____

2. Failure to pay child support as required by the order filed on _____ (date). The total arrearage owed is \$_____ as reflected in the attached printout from the County Child Support Enforcement Agency.

3. Failure to pay spousal support as required by the order filed on _____ (date). The total arrearage owed is \$_____ as reflected in the attached printout from the County Child Support Enforcement Agency, if spousal support is paid through the agency.

4. Failure to pay or reimburse health care expenses incurred for the minor child(ren) as required by the order filed on _____ (date). The total amount owed is \$_____ as reflected in the attached Explanation of Health Care Bills (Uniform Domestic Relations Form 29/Uniform Juvenile Form 8).

5. Failure to comply with the Court's order(s) filed on _____ (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)* _____

INSTRUCTIONS TO THE CLERK

To the Clerk of Courts:

Please serve the Motion for Contempt, Affidavit, Show Cause Order and Notice and Instructions to the Clerk on the following party as I have indicated below:

_____ Plaintiff/Defendant/Petitioner/Respondent/Other Party by:

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

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

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, Affidavit, and Instructions for Service (Uniform Domestic Relations Form 24/Uniform Juvenile Form 3) must be filed with this order.

SHOW CAUSE ORDER AND NOTICE

TO: _____
PLAINTIFF/DEFENDANT/PETITIONER/RESPONDENT/OTHER PARTY

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 for Contempt.

NOTICE OF HEARING
(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 (30) 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 (60) 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 (90) 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

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used to request a change in the parenting time (companionship and visitation) order. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

MOTION FOR CHANGE OF PARENTING TIME (COMPANIONSHIP AND VISITATION)

Now comes _____ (name), the Movant, and requests a change in the existing parenting time (companionship and visitation) order filed on _____ (date) regarding the following minor child(ren):

Name of Child

Date of Birth

Parental rights and responsibilities are currently allocated as follows:

Movant requests that the Court change the parenting time (companionship and visitation) order because:

Movant requests that the Court change the existing parenting time (companionship and visitation) order as follows:

Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
- Assessing Court costs of the proceedings;
and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used to request a change in a Shared Parenting Plan, a Parenting Plan, or a change in the designation of the sole residential parent and legal custodian. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

MOTION FOR CHANGE OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY)

Now comes _____ (name), the Movant, and requests a change in the allocation of parental rights and responsibilities (custody) order filed on _____ (date) regarding the following minor child(ren):

Name of Child

Date of Birth

_____	_____
_____	_____
_____	_____
_____	_____

Parental rights and responsibilities are currently allocated as follows:

Since the Court issued the existing order, circumstances of the child(ren), residential parent, or legal custodian have changed as follows:

Movant requests that the Court change the existing order as follows:

Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
 - Assessing Court costs of the proceedings;
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used to request a change in child support or child support-related matters. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and an Affidavit of Basic Information, Income, and Expenses (Uniform Domestic Relations Form–Affidavit 1) must be filed with this Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

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

Now comes _____ (name), the Movant, and requests a change in the obligation to provide support or the right to receive support for the minor child(ren) as follows: *(check all that apply)*

- The amount of child support or cash medical support.
- The person responsible for providing health insurance.
- The division of non-insured health care expenses.
- The person who can claim the child(ren) as dependents for tax purposes.
- Other child-related expenses.

Since the Court issued the existing Order, circumstances have changed as follows:

Movant requests that the Court change the existing order as follows:

Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
 - Assessing Court costs of the proceedings;
- and any further relief deemed proper.

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used when you want to waive the right to receive service of documents filed or to be filed by the other party. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

WAIVER OF SERVICE OF SUMMONS

Now comes _____ (name) and acknowledges that I am Plaintiff
 Defendant Petitioner Respondent (*select one*). I further acknowledge that I am over the age of eighteen (18), am not under disability, and that I received a copy of the following documents filed or to be filed by the other party: (*check all that apply*)

Complaint for Divorce with Children

- Complaint for Divorce without Children
- Complaint for Parentage, Allocation of Parental Rights and Responsibilities
- Petition for Dissolution
- Motion and Affidavit or Counter Affidavit for Temporary Orders
- Motion for Change of Parental Rights and Responsibilities (Custody)
- Motion for Change of Parenting Time (Companionship and Visitation)
- Motion for Change of Child Support, Medical Support, Tax Exemption, or Other Child-Related Expenses
- Motion for Contempt and Affidavit
- Separation Agreement
- Parenting Plan
- Shared Parenting Plan
- Affidavit of Income and Expenses
- Affidavit of Property
- Parenting Proceeding Affidavit
- Health Insurance Affidavit
- Explanation of Health Care Bills
- Agreed Judgment Entry
- Other: (*specify*)

I waive service of said document(s) by the Clerk of Court.

Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

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

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

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. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

Please serve the following documents: *(check all that apply)*

Complaint for Divorce with Children

- Complaint for Divorce without Children
- Complaint for Parentage, Allocation of Parental Rights and Responsibilities
- Petition for Dissolution
- Motion and Affidavit or Counter Affidavit for Temporary Orders
- Motion for Change of Parental Rights and Responsibilities (Custody)
- Motion for Change of Parenting Time (Companionship and Visitation)
- Motion for Change of Child Support, Medical Support, Tax Exemption, or Other Child-Related Expenses
- Motion for Contempt and Affidavit
- Separation Agreement
- Parenting Plan
- Shared Parenting Plan
- Affidavit of Income and Expenses
- Affidavit of Property
- Parenting Proceeding Affidavit
- Health Insurance Affidavit
- Explanation of Health Care Bills
- Agreed Judgment Entry
- Other: (*specify*) _____

Please serve the following parties with the above marked documents:

- Defendant/Petitioner 2/Respondent at _____(address) by:
 - Certified Mail, Return Receipt Requested
 - Issuance to Sheriff of _____ County, Ohio for Personal or Residence service
 - Other: (*specify*) _____

- Plaintiff/Petitioner 1 at _____(address) by:
 - Certified Mail, Return Receipt Requested
 - Issuance to Sheriff of _____ County, Ohio for Personal or Residence service
 - Other: (*specify*) _____

- _____County Child Support Enforcement Agency at _____(address) by:
 - Certified Mail, Return Receipt Requested
 - Issuance to Sheriff of _____ County, Ohio for Personal or Residence service
 - Other: (*specify*) _____

- Other _____ at _____ (address) by:
- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of _____ County, Ohio for Personal or Residence service
- Other: (*specify*) _____

SPECIAL INSTRUCTIONS TO SHERIFF:

Attorney or Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No. (if any)