

PROPOSED AMENDMENTS TO THE OHIO RULES OF CIVIL PROCEDURE-APPENDIX FORMS

Comments Requested: The Supreme Court of Ohio will accept public comments until November 13, 2012 on the following proposed new Domestic Relations Forms. These proposed domestic relations forms will be added to the Appendix of Forms found after Rule 86 of the Ohio Rules of Civil Procedure and Rule 48 of the Ohio Rules of Juvenile Procedure. Pursuant to Civ.R. 84 and Juv.R. 46, forms approved by the Supreme Court are deemed “sufficient” under the rules and accordingly must be accepted by all courts in which they are filed. Courts may continue to use local forms in addition to the approved forms.

The forms will be posted on the Supreme Court’s website in a format to be completed online and printed or may be printed out for completion by hand.

Comments on the proposed amendments should be submitted in writing to Stephanie Graubner Nelson, Policy and Research Counsel, Children, Families, and the Courts Section at Stephanie.Nelson@sc.ohio.gov not later than November 13, 2012*. Please include your full name and mailing address in any comments submitted by e-mail.

***NOTE: On November 13, 2012, the Supreme Court extended the end of the public comment period to December 14, 2012.**

Division
COUNTY, OHIO

Instructions: This form is used to request a divorce if you and your spouse do not have minor children or children with disabilities. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Form 28) must be filed with this form.

I, the Plaintiff, for this Complaint say:

1. I have been a resident of the State of Ohio for at least six (6) months.
2. I have been a resident of _____ County for at least ninety (90) days immediately before the filing of this Complaint or the Defendant resides in _____ County. If the above does not apply, venue may be established according to Rule of Civil Procedure 3(B) as follows: _____
3. The Defendant and I were married on _____ (date of marriage) in _____ (city and state).

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Comments on the proposed amendments should be submitted in writing to Stephanie Graubner Nelson, Policy and Research Counsel, Children, Families, and the Courts Section at Stephanie.Nelson@sc.ohio.gov not later than November 13, 2012*. Please include your full name and mailing address in any comments submitted by e-mail.

***NOTE: On November 13, 2012, the Supreme Court extended the end of the public comment period to December 14, 2012.**

4. The Wife is not pregnant, and: (select one)

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

☐ All children born from or adopted during this marriage or relationship are adults AND not mentally or physically disabled child(ren) incapable of self-supporting or self-maintaining.

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

☐ The Defendant and I are incompatible

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

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

☐ The Defendant has been willfully absent for one year

☐ The Defendant is guilty of adultery

☐ The Defendant is guilty of extreme cruelty

☐ The Defendant is guilty of fraudulent contract

☐ The Defendant is guilty of gross neglect of duty

☐ The Defendant is guilty of habitual drunkenness

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

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

6. The Defendant and I ☐are ☐are not (select one) joint owners of various real estate and/or personal property as well as other marital assets.

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

☐ That the Defendant be ordered to pay me spousal support

☐ That I be restored to my prior name of _____

☐ That the Defendant be required to pay my attorney's fees

☐ That the Defendant be required to pay the court costs of the proceeding

☐ That the Court make the following additional orders: _____

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

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant

Instructions: This form is used to request a divorce if you and your spouse have minor child(ren) or child(ren) with disabilities. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Form 28) must be filed with this form.

COMPLAINT FOR DIVORCE WITH CHILDREN

I, the Plaintiff, for this Complaint say:

1. I have been a resident of the State of Ohio for at least six (6) months.
2. I have been a resident of _____ County for at least ninety (90) days
immediately before the filing of this Complaint or the Defendant resides in _____
County. If the above does not apply, venue may be established according to Rule of Civil Procedure
3(B) as followed: _____
3. The Defendant and I were married to one another on _____ (date of marriage)
in _____ (city and state).

4. I state regarding children (check all that apply)

☐ The Wife is not pregnant

☐ The Wife is pregnant and the approximate due date is _____

☐ The following child(ren) were born from or adopted during this marriage or relationship

(print name and date of birth of each child): _____

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

☐ The Defendant and I are incompatible

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

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

☐ The Defendant has been willfully absent for one year

☐ The Defendant is guilty of adultery

☐ The Defendant is guilty of extreme cruelty

☐ The Defendant is guilty of fraudulent contract

☐ The Defendant is guilty of gross neglect of duty

☐ The Defendant is guilty of habitual drunkenness

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

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

6. The Defendant and I ☐are ☐are not (select one) joint owners of various real estate and/or personal property as well as other marital assets.

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

☐ That the Defendant be required to pay me spousal support.

☐ That I be restored to my prior name of _____

☐ That the Defendant be required to pay my attorney's fees.

☐ That the Defendant be required to pay the court costs of the proceeding.

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

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

☐ That the Defendant and I be granted shared parenting of the following minor child(ren):

pursuant to a Parenting Plan (Form 18), which I will prepare and file with the Court.

☐ That the Defendant be ordered to pay child support.

☐ That the Defendant be ordered to pay spousal support.

☐ That the Court make the following additional orders: _____

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

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff

Case No.

vs.

Judge

Defendant

Magistrate

Instructions: This form is used by the Defendant to respond to the Plaintiff's filing of a Complaint for Divorce without Children. This form is used to agree with or dispute the statements made by the Plaintiff in the Complaint for Divorce without Children.

ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN

1. I am the Defendant, and I **ADMIT** the following allegations, as listed in the Plaintiff's (my Spouse's) Complaint:

- ☐ My Spouse's state of residence
- ☐ My Spouse's length of residence in state
- ☐ My Spouse's county of residence
- ☐ My Spouse's length of residence in county
- ☐ My county of residence
- ☐ Other venue provision
- ☐ The date of our marriage
- ☐ The place of our marriage
- ☐ My Spouse is not pregnant
- ☐ No children were born from or adopted during the marriage or relationship
- ☐ All children who were born from or adopted during the marriage or relationship are emancipated adults AND not mentally or physically disabled child(ren) incapable of self-supporting or self-maintaining
- ☐ My Spouse and I ☐are ☐are not (select one) owners of real estate and/or joint personal property as well as other marital assets

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

- ☐ The Plaintiff and I are incompatible
- ☐ The Plaintiff and I have lived separate and apart without cohabitation and without interruption for one year
- ☐ Either the Plaintiff or I had a Husband or Wife living at the time of the marriage

Supreme Court of Ohio

Uniform Domestic Relations Form – 8

ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN

Approved under Ohio Civil Rule 84

Effective Date:

- ☐ I have been willfully absent for one year
- ☐ I am guilty of adultery
- ☐ I am guilty of extreme cruelty
- ☐ I am guilty of fraudulent contract
- ☐ I am guilty of gross neglect of duty
- ☐ I am guilty of habitual drunkenness
- ☐ I was imprisoned in a state or federal correctional institution at the time the Complaint was filed
- ☐ I procured a divorce outside this state by virtue of which I have been released from the obligations of the marriage, while those obligations remain binding on the Plaintiff

3. I **DENY** the following allegations, as listed in the Plaintiff's (my Spouse's) Complaint:

- ☐ My Spouse's state of residence
- ☐ My Spouse's length of residence in state
- ☐ My Spouse's county of residence
- ☐ My Spouse's length of residence in county
- ☐ My county of residence
- ☐ Other venue provision
- ☐ The date of our marriage
- ☐ The place of our marriage
- ☐ My Spouse is not pregnant
- ☐ No children who were born from or adopted during the marriage or relationship
- ☐ All children who were born from or adopted during the marriage or relationship are emancipated adults AND not mentally or physically disabled child(ren) incapable of self-supporting or self-maintaining
- ☐ My Spouse and I ☐are ☐are not (select one) owners of real estate and/or joint personal property as well as other marital assets

4. ☐ I further **DENY** the following grounds for divorce:

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

5. Anything not specifically admitted is denied.

6. Other information about the above admissions, denial or response: _____

I, the Defendant, ask that the Plaintiff's request for a divorce be ☐dismissed ☐granted (select one), and I be awarded such other relief as the Court finds fair and equitable, including ordering spousal support and the cost of this action be paid by the Plaintiff.

Your Signature

Address

Typed or printed Name

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

CERTIFICATE OF SERVICE

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

On: (Date) _____

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

At: (Print address or fax number) _____

By: ☐ U.S. Mail

☐ Fax

☐ Personal delivery

☐ Other: _____

Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff

Case No.

vs.

Judge

Defendant

Magistrate

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

ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN

1. I am the Defendant, and I **ADMIT** the following allegations, as listed in the Plaintiff's (my Spouse's) Complaint:

- ☐ My Spouse's state of residence
☐ My Spouse's length of residence in state
☐ My Spouse's county of residence
☐ My Spouse's length of residence in county
☐ My county of residence
☐ Other venue provision
☐ The date of our marriage
☐ The place of our marriage
☐ My Spouse ☐ is ☐ is not (select one) pregnant
☐ The number of children who were born from or adopted during the marriage or relationship
☐ The names of children who were born from or adopted during the marriage or relationship
☐ The dates of birth of children who were born from or adopted during the marriage or relationship
☐ My Spouse and I ☐ are ☐ are not (select one) owners of real estate and/or joint personal property as well as other marital assets

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

- ☐ The Plaintiff and I are incompatible
☐ The Plaintiff and I have lived separate and apart without cohabitation and without interruption for one year
☐ Either the Plaintiff or I had a Husband or Wife living at the time of the marriage

Supreme Court of Ohio

Uniform Domestic Relations Form – 9

ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN

Approved under Ohio Civil Rule 84

Effective Date:

- ☐ I have been willfully absent for one year
- ☐ I am guilty of adultery
- ☐ I am guilty of extreme cruelty
- ☐ I am guilty of fraudulent contract
- ☐ I am guilty of gross neglect of duty
- ☐ I am guilty of habitual drunkenness
- ☐ I was imprisoned in a state or federal correctional institution at the time the Complaint was filed
- ☐ I procured a divorce outside this state by virtue of which I have been released from the obligations of the marriage, while those obligations remain binding on the Plaintiff

3. I **DENY** the following allegations, as listed in Plaintiff's (my Spouse's) Complaint:

- ☐ My Spouse's state of residence
- ☐ My Spouse's length of residence in state
- ☐ My Spouse's county of residence
- ☐ My Spouse's length of residence in county
- ☐ My county of residence
- ☐ Other venue provision
- ☐ The date of our marriage
- ☐ The place of our marriage
- ☐ My Spouse ☐ is ☐ is not (select one) pregnant
- ☐ The number of children who were born from or adopted during the marriage or relationship
- ☐ The names of children who was/were born from or adopted during the marriage or relationship
- ☐ The dates of birth of children who were born from or adopted during the marriage or relationship
- ☐ My Spouse and I ☐ are ☐ are not (select one) owners of real estate and/or joint personal property as well as other marital assets

4. ☐ I further **DENY** the following grounds for divorce:

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

5. Anything not specifically admitted is denied.

6 Other information about the above admissions, denial or response: _____

I, the Defendant, ask that the Plaintiff's request for a divorce be ☐dismissed ☐granted (select one), and I be awarded such other relief as the Court finds fair and equitable, including ordering spousal support and the cost of this action be paid by the Plaintiff.

Your Signature

Address

Typed or printed name

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

CERTIFICATE OF SERVICE

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

On: (Date) _____

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

At: (Print address or fax number) _____

By: ☐ U.S. Mail
☐ Fax
☐ Personal Delivery
☐ Other: _____

Your Signature

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff

Case No.

vs.

Judge

Defendant

Magistrate

FINAL JUDGMENT FOR DIVORCE WITHOUT CHILDREN

This matter came on for final hearing on _____ before ☐ Judge ☐ Magistrate
upon the Plaintiff's Complaint for Divorce without Children
filed on _____ :

FINDINGS

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

- A. The Plaintiff appeared at the hearing ☐ without ☐ with counsel _____
and (select one)
☐ The Defendant was properly served with summons, copy of the Complaint, and notice of the
hearing, and appeared at the hearing.
☐ The Defendant failed to answer, plead or otherwise appear at the hearing, despite being properly
served with summons, copy of the Complaint and notice of the hearing.
- B. The Defendant ☐ is ☐ is not represented by counsel _____
and ☐ has ☐ has not filed an Answer to the Complaint, and the following other motions and
pleadings were considered: _____
- C. At the time of filing the Complaint was filed, the Plaintiff was a resident of the State of Ohio for at
least six (6) months.
- D. The Plaintiff was a resident of _____ County for at least ninety (90) days
immediately before the filing of the Complaint or the Defendant resides in _____
County. Or, other venue grounds alleged as follows: _____

- E. The Plaintiff and Defendant were married to one another on _____ (date of marriage)
in _____ (city and state).
- F. The Wife is not now pregnant, and: (select one)
☐ No child(ren) were born from or adopted during the marriage or relationship.
☐ All child(ren) born from or adopted during the marriage or relationship are emancipated adults
AND not mentally or physically disabled child(ren) incapable of self-supporting or self- maintaining.
- G. Select one:
☐ Neither the Plaintiff nor Defendant is in the military service of the United States
The ☐Plaintiff ☐Defendant is in the military service of the United States and his/her service did
not impact his/her ability to defend this action.
- H. The Plaintiff and Defendant have made full and complete disclosure to the other of all marital
property, separate property, and any other assets, debts, income, and expenses.
- I. Neither party has knowledge of any other property, assets, debts, income, or expenses of any kind in
which either party has an interest.
- J. The Plaintiff and Defendant have had the opportunity to value and verify all marital property, separate
property, and other assets, debts, income, and expenses.
- K. This Court has jurisdiction and proper venue to determine all of the issues raised by the pleadings
and motions.
- L. Select one:
☐ A Magistrate's Decision was filed on _____ . The Court approves the
terms contained in the Decision and finds the terms are fair and equitable division of
property, assets, debts, income, and expenses.
☐ The Plaintiff and Defendant have presented the Court with a written Separation Agreement or
have read into the record a proposed settlement of all issues, which the Court finds to be fair and
equitable division of property, assets, debts, income, and expenses and knowingly and voluntarily
entered into by the parties.
☐ The Court has made a fair and equitable division of property, assets, debts, income, and
expenses of the parties after review and consideration of all evidence presented.
- M. The divorce is granted on the following ground(s): (check all that apply)
☐ The Plaintiff and Defendant are incompatible.
☐ The Plaintiff and Defendant have lived separate and apart without cohabitation and without
interruption for one year.
☐ Either the Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.

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

JUDGMENT

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

FIRST: DIVORCE GRANTED.

A divorce is granted, and both parties shall be released from the obligations of their marriage except for those obligations listed below or as set out in the attached ☐ Separation Agreement ☐ Magistrate's Decision which is incorporated in this entry.

SECOND: PROPERTY.

The parties' property shall be divided as follows:

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

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

THIRD: DEBT.

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

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

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

C. Discharge in Bankruptcy: (select one)

☐ The Court will retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT.**

☐ The Court will not retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT.**

FOURTH: SPOUSAL SUPPORT.

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

The ☐Plaintiff ☐Defendant shall pay spousal support to and for the benefit of the ☐Plaintiff

☐Defendant in the amount of \$_____ per month, commencing on _____

and due on the _____ day of each and every month. This spousal support shall continue

☐indefinitely ☐for a period of _____ .

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

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

C. Termination of Spousal Support.

This spousal support shall terminate sooner in the event of the following: (check all that apply)

☐ The Plaintiff's death

- ☐ The Defendant's death
☐ The cohabitation of the person receiving support in a relationship comparable to marriage
☐ The remarriage of the person receiving support
☐ Other (specify): _____

D. Method of Payment of Spousal Support. (select one)

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

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

- ☐ The spousal support paid shall be included in income of the Plaintiff.
☐ The spousal support paid shall be included in income of the Defendant.

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

FIFTH: NAME.

☐ _____ is restored to
the prior name of _____

SIXTH: OTHER ORDERS.

SEVENTH: COURT COSTS.

Court costs shall be (select one)

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

☐ Other (specify): _____

EIGHTH: CLERK OF COURTS.

The Clerk of Courts shall provide a certified copy of this entry to both parties, with expense taxed to costs.

Date

JUDGE

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff

Case No.

vs.

Judge

Defendant

Magistrate

FINAL JUDGMENT FOR DIVORCE WITH CHILDREN

This matter came on for final hearing on _____ before ☐ Judge ☐ Magistrate
upon the Plaintiff's Complaint for Divorce with Children
filed on _____.

FINDINGS

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

- A. The Plaintiff appeared at the hearing ☐ without ☐ with counsel _____
and (select one)
☐ The Defendant was properly served with summons, copy of the Complaint, and notice of the
hearing, and appeared at the hearing.
☐ The Defendant failed to answer, plead or otherwise appear at the hearing, despite being properly
served with summons, copy of the Complaint and notice of the hearing.
- B. The Defendant ☐ is not ☐ is represented by counsel _____
and ☐ has ☐ has not filed an Answer to the Complaint, and the following other motions and
pleadings were considered: _____
- C. At the time of filing the Complaint was filed, the Plaintiff was a resident of the State of Ohio for at
least six (6) months.
- D. The Plaintiff was a resident of _____ County for at least
ninety (90) days immediately before the filing of the Complaint or the Defendant resides in
_____ County. Or, other venue grounds alleged: _____

E. The Plaintiff and Defendant were married to one another on _____ (date of marriage)
in _____ (city and state).

F. The Wife ☐ is ☐ is not pregnant.

G. The parties are parents of _____ (print number) child(ren) born from or adopted during the
marriage or relationship. Of the child(ren), _____ (print number) is/are emancipated adult(s)
AND not under any disability, and the following _____ (print number) child(ren) are minor
child(ren) and/or mentally or physically disabled child(ren) incapable of self- supporting or self-
maintaining (print name and date of birth of each child): _____

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

I. The Plaintiff and Defendant have made full and complete disclosure to the other of all marital
property, separate property, and any other assets, debts, income, and expenses.

J. Neither party has knowledge of any other property, assets, debts, income, or expenses of any kind in
which either party has an interest.

K. The Plaintiff and Defendant have had the opportunity to value and verify all marital property, separate
property, and other assets, debts, income, and expenses.

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

M. Check all that apply:
☐ A Magistrate's Decision was filed on _____ . The Court approves the
terms contained in the Decision and finds the terms are fair and equitable division of property, assets,
debts, income, and expenses.
☐ The parties have presented the Court with a written Separation Agreement, including a division
of property, assets, debts, income, and expenses, and Parenting Plan or have read into the record
a proposed settlement of all issues, which the Court finds to be fair and equitable and knowingly and
voluntarily entered into by the parties.
☐ The parties have presented the Court with a Parenting Plan or have read into the record a
proposed Parenting Plan, which the Court finds to be in the best interest of the child(ren).
☐ The Court has made a fair and equitable division of property, assets, debts, income, and

expenses of the parties after review and consideration of all evidence presented.

☐ The Court has allocated parental rights and responsibilities in the best interests of the child(ren), as set out below.

N. The divorce is granted on the following ground(s):

☐ The Plaintiff and Defendant are incompatible.

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

☐ Either the Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.

☐ The Defendant has been willfully absent for one year.

☐ The Defendant is guilty of adultery.

☐ The Defendant is guilty of extreme cruelty.

☐ The Defendant is guilty of fraudulent contract.

☐ The Defendant is guilty of gross neglect of duty.

☐ The Defendant is guilty of habitual drunkenness.

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

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

JUDGMENT

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

FIRST: DIVORCE GRANTED.

The divorce is granted, and both parties shall be released from the obligations of their marriage, except for those obligations listed below or as set out in the attached ☐ Separation Plan, ☐ Parenting Plan, or ☐ Magistrate's Decision which is incorporated in this entry.

SECOND: PROPERTY.

The parties' property shall be divided as follows:

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

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

THIRD: DEBT.

The parties' debts shall be divided as follows:

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

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

- C. Discharge in Bankruptcy: (select one)

☐ The Court will retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT.**

☐ The Court will not retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT.**

FOURTH: SPOUSAL SUPPORT.

- A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

The ☐ Plaintiff ☐ Defendant shall pay spousal support to and for the benefit of ☐ Plaintiff ☐ Defendant in the amount of \$_____ per month plus 2% processing charge for a total of \$_____ per month, commencing on _____ and due on the _____ day of each and every month to Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at the his/her place of employment. This spousal support shall continue ☐ indefinitely or ☐ for a period of _____

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

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

C. Termination of Spousal Support.

This spousal support shall terminate sooner in the event of the following: (check all that apply)

☐ The Plaintiff's death

☐ The Defendant's death

☐ The cohabitation of the person receiving support in a relationship comparable to marriage

☐ The remarriage of the person receiving support

☐ Other (specify): _____

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

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

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

E. Other orders regarding spousal support (specify): _____

FIFTH: NAME.

☐ _____ is restored to the prior name of _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES.

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

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

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

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

B. Relocation Notice.

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

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

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

☐ The non-residential parent shall inform in writing the Court and other parent of changes in address and telephone, including cell telephone number, prior to any move, 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): _____

C. Records Access Notice.

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

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

Restrictions or limitations:

☐ None

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

D. Day Care Access Notice.

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

In accordance with section 5104.11 of the Revised Code, the parent who is not the residential parent is entitled to access to any day care center that is or will be attended by the child(ren)

with whom visitation is granted, to the same extent that the residential parent is granted access to the center.

Restrictions or limitations:

☐ None

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

E. School Activities Access Notice.

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

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

Restrictions or limitations:

☐ None

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

SEVENTH: HEALTH INSURANCE COVERAGE.

A. Health Insurance Coverage Available.

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract or plan to: ☐Father ☐Mother ☐Both parents.
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐Father's ☐Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
3. The parent required to provide private health insurance coverage shall provide proof of insurance to _____ County CSEA and the other parent.
4. Each parent, as appropriate, must pay co-payment or deductible costs required under the private health insurance policy, contract, or plan that covers the child(ren).
5. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of health care bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.

B. Health Insurance Coverage Unavailable.

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and _____ County CSEA, and submit proof of insurance, insurance forms and an insurance card. CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.
3. The cost of any uninsured medical, dental, optical, psychological and related health care expenses, incurred by or on the behalf of the child(ren) not paid by a health insurance plan, including co-payments and deductibles, shall be paid by the parents as follows:

_____ % by Father	_____ % by Mother.
-------------------	--------------------
4. The parent incurring the expenses shall provide the other parent the original or copies of all health care bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.
5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all health care expenses that would have been covered had the insurance been in effect.

C. Other Important Information about Health Insurance Coverage Obligations.

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

EIGHTH: CHILD SUPPORT.

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

A. Child Support with Private Health Insurance Coverage.

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

☐ Mother, Obligor, shall pay child support in the amount of \$_____ per child per month.

B. Child Support without Private Health Insurance Coverage.

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

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

C. Child Support Payment.

Child support payment plus a 2% processing charge shall commence on _____ and shall be paid to Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County CSEA by income withholding at Obligor's place of employment.

D. Deviation of Child Support Amount.

The child support calculated pursuant to the child support schedule \$_____ is unjust,

inappropriate, and is not in the best interest of the minor child(ren) for the following reason(s):

E. Duration of Child Support.

The child support order will remain in effect beyond the child's 18th birthday under the following circumstances:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support according to the Separation Agreement incorporated into this entry.
- The child continuously attends a recognized and accredited high school on a full-time basis and after his/her 18th birthday.

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

No current obligation for support will remain in effect beyond the child's 19th birthday, unless the support order provides otherwise.

F. Important Child Support Orders and Information.

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

- Child's attainment of the age of majority if the child no longer attends an accredited high school

on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority

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

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

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

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

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

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

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

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health

insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply all orders and notice issued.

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

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

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

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

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

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

ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

NINTH: TAX EXEMPTION.

Income tax dependency exemptions. (check all that apply)

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

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

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 parent to claim the minor child(ren).

TENTH: OTHER ORDERS.

ELEVENTH: COURT COSTS.

Court costs shall be (select one)

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

☐ Other (specify): _____

TWELFTH: CLERK OF COURTS.

The Clerk of Courts shall provide a certified copy of this entry to both parties, with expense taxed as costs.

JUDGE

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff

vs.

Defendant

:
:
:
:
:
:
:

Case No. _____

Judge _____

Magistrate _____

**JOURNAL ENTRY AND FINDINGS OF FACT SUPPORTING
CHILD SUPPORT DEVIATION**

☐ The Court makes the following findings.

☐ The parties, _____ and _____
stipulate to the following findings.

FINDINGS

1. The amount of child support computed pursuant to the basic child support schedule and applicable worksheet set forth in section 3119.22 and 3119.23 of the Revised Code would require that the Obligor, ☐ Plaintiff ☐ Defendant, pay the other party \$_____ per month when private health insurance is accessible and reasonable, and \$_____ per month when private health insurance is **not** accessible and reasonable.

2. The Court finds that there should be a deviation from the above amounts for child support for the following reasons:

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

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

Supreme Court of Ohio

Uniform Domestic Relations Form – 12

JOURNAL ENTRY AND FINDINGS OF FACT SUPPORTING CHILD SUPPORT DEVIATION

Approved under Ohio Civil Rule 84

Effective Date:

☐ Other court-ordered payments as follows: _____

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

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

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

☐ Disparity in income between parties or households as follows: _____

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

☐ The amount of federal, state, and local taxes actually paid or estimated to be paid by one or both of the parents as follows: _____

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

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

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

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

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

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

☐ Any other relevant factor:

2. The amount of child support computed pursuant to the Basic Child Support Schedule and applicable worksheet set forth in section 3119.22 and 3119.23 of the Revised Code would be unjust, inappropriate, and would not be in the best interest of the minor child(ren).
3. The deviation of child support is justified and reasonable, based upon the Findings of Fact and the factors set forth in section 3119.23 of the Revised Code.

JUDGMENT

Based upon the findings set out above, and having considered the factors set forth in section 3119.23(D) of the Revised Code, it is, therefore, **ORDERED, ADJUDGED and DECREED** that:

☐ The Obligor, _____, shall pay child support for the benefit of the child(ren) in the amount of \$_____ when private health insurance coverage is available per month plus 2% processing charge, rather than the amount previously calculated.

☐ The Obligor, _____, shall pay child support in the amount of \$ _____
and cash medical support in the amount of \$ _____ per month for the benefit of the child(ren)
when private health insurance coverage is not available plus 2% processing charge, rather than the amount
previously calculated.

JUDGE

Your Signature (Plaintiff)

Your Signature (Defendant)

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Name

Case No.

Street Address

City, State and Zip Code

Plaintiff

Judge

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant

JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE

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

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

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

Court costs shall be (select one)

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

☐ Other (specify): _____

JUDGE

Supreme Court of Ohio

Uniform Domestic Relations Form – 13

JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE

Approved under Ohio Civil Rule 84

Effective Date:

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

PLAINTIFF/PETITIONER

vs.

DEFENDANT/PETITIONER/RESPONDENT

:
:
:
:
:
:
:

Case No. _____

Judge _____

Magistrate _____

**CONSENT TO JUDGMENT ENTRY, MAGISTRATE'S DECISION,
ORDER, AND/OR MAGISTRATE'S ORDER**

I acknowledge each of the following regarding the proposed ☐ Consent to Judgment Entry,
☐ Magistrate's Decision, ☐ Order, and/or ☐ Magistrate's Order:

1. I have a full understanding of the document.
2. I have voluntarily and knowingly executed the document.
3. My signature below indicates my approval of the document.
4. I waive my right to be present at any hearing to adopt the document.

Date

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Petitioner

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

**PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS**

The Petitioners, Husband, _____ (print name) and
Wife, _____ (print name), say as follows:

1. The ☐ Husband ☐ Wife ☐ Both parties has/have been (a) resident(s) of the State of Ohio for at least six (6) months.
2. The ☐ Husband ☐ Wife ☐ Both parties has/have been (a) resident(s) of _____ County for at least ninety (90) days immediately before the filing of this Petition.
3. The Petitioners were married to one another on _____ (date of marriage) in _____ (city and state).

Supreme Court of Ohio

Uniform Domestic Relations Form – 15

PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS

Approved under Ohio Civil Rule 84

Effective Date:

4. Check all that apply:

- ☐ The Wife is pregnant, and the approximate due date is _____ .
- ☐ No children were born from or adopted during this marriage or relationship.
- ☐ All children were born from or adopted during this marriage or relationship are adults AND not mentally or physically disabled child(ren) incapable of self- supporting or self- maintaining.
- ☐ The Petitioners are the parents of _____ (print number) child(ren) born from or adopted during this marriage or relationship. Of the child(ren), _____ (print number) are emancipated adult(s) AND, and the following _____ (print number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of self- supporting or self- maintaining (print name and date of birth of each child): _____
- _____
- _____

5. Select one:

- ☐ The Petitioners have entered into a Separation Agreement, which is attached.
- ☐ The Petitioners have agreed on a Parenting Plan, which is attached.

6. The Petitioners further say as follows:

- ☐ We are both over 18 years of age.
- ☐ We are not under any legal disability.
- ☐ We waive all rights to receive summons for the dissolution action through the Clerk of Courts.
- ☐ We have read this Petition and voluntarily ask this Court to dissolve the marriage.

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

Your Signature (Husband)

Your Signature (Wife)

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Petitioner :
: Case No. _____
:
: Judge _____
:
: Magistrate _____
Petitioner :

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE

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

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

Present at the hearing were the following persons: _____

FINDINGS

1. At the time of the filing of the Petition, the ☐ Husband ☐ Wife ☐ Both parties was/were (a) resident(s) of the State of Ohio for at least six (6) months.
2. The ☐ Husband ☐ Wife ☐ Both parties was/were (a) resident(s) of _____ County for at least ninety (90) days immediately before the filing of the Petition.
3. The parties were married to one another on _____ (date of marriage) in _____ (city and state).
4. The Wife ☐ is ☐ is not pregnant.
5. The parties are parents of _____ (print number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), _____ (print number) are now emancipated adult(s) AND not under any disability, and the following _____ (print number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of self- supporting or self-maintaining (print name and date of birth of each child): _____
6. More than thirty (30) and less than ninety (90) days have elapsed after the filing of the Petition, and the parties personally appeared before this Court.

Supreme Court of Ohio

Uniform Domestic Relations Form – 16

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE

Approved under Ohio Civil Rule 84

Effective Date:

7. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition, ☐ as modified on _____, the parties are satisfied with the terms of the Separation Agreement and fully understand the same. Each Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.
8. Upon examination under oath, the parties acknowledge that they have agreed on the ☐ Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

JUDGMENT

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

FIRST: DISSOLUTION GRANTED.

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

The parties shall fulfill each and every obligation imposed by the ☐ Agreement and ☐ Plan as submitted and modified, if applicable.

SECOND: NAME.

☐ _____ is restored to the prior name of _____

THIRD: OTHER.

FOURTH: COURT COSTS.

Court costs shall be (select one)

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

☐ Other (specify): _____

JUDGE

Your Signature (Husband)

Your Signature (Wife)

Husband's Attorney

Wife's Attorney

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff/Petitioner

_____ : Case No. _____

_____ : _____

_____ : _____

and _____ : Judge _____

_____ : _____

_____ : Magistrate _____

Plaintiff/Petitioner _____

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

SEPARATION AGREEMENT

The parties, _____, Husband, and _____, Wife, state the following.

1. The parties were married to one another on _____ (date of marriage) in _____ (city and state).
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property, assets, debts, income, or expenses of any kind in which either party has an interest.
5. Each party has had the opportunity to value and verify all marital property, separate property, and other assets, debts, income, and expenses.
6. A party's failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement provides for spousal support and a division of all property and debts.
8. This written Agreement is the complete agreement of the parties.

9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties' agree as follows:

FIRST: SEPARATION.

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

SECOND: PROPERTY.

A. Real Estate. (check all that apply)

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

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

2. Jointly Own Property.

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

Location of Property

Awarded to as Follows

3. Separately Owned Property.

One or both party(ies) own real estate prior to this marriage or received it by inheritance and agree to award it as follows. The party not receiving the property waives all interest in the property. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property

Awarded to as Follows

☐ Husband ☐ Wife
☐ Husband ☐ Wife
☐ Husband ☐ Wife

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

5. ☐ Other debt payment arrangements, including refinancing: _____

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

B. Titled Vehicles. (check all that apply)

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

1. ☐ The parties do not own any titled vehicle in either party's name.

2. ☐ The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. ☐ The parties own titled vehicle(s) which have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

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

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

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

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

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

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

1. ☐ The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.
2. ☐ The parties have household goods and personal property which have not been divided. Husband shall have the following:

2. ☐ The parties have household goods and personal property which have not been divided. Husband shall have the following:

and Wife shall have the following:

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

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

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

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

D. Financial Accounts. (select one)

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

1. ☐ The parties do not have any financial accounts.

2. ☐ The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.

3. ☐ The parties have the financial accounts which are not divided. Husband shall receive the following:

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

and Wife shall receive the following:

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

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

5. Other arrangements regarding financial accounts: _____

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

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

1. ☐ The parties do not have any stocks, bonds, securities or mutual funds.

2. ☐ One or both parties have stocks, bonds, securities or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. ☐ One or both parties has/have stocks, bonds, securities or mutual funds which are not divided.
Husband shall receive the following:

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

and Wife shall receive the following:

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

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities or mutual funds he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding the stocks, bonds, securities or mutual funds:

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

F. Business Interests. (select one)

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

<u>Name of Business</u>	<u>Ownership Interest</u>
_____	_____
_____	_____
_____	_____

and Wife shall receive the following:

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

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

5. Other arrangements regarding business interests:

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

G. Pension, Profit Sharing, IRA, 401(k) and Other Retirement Plans. (check all that apply)

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

<u>Company</u>	<u>Name(s) on Plan</u>	<u>Value</u>

and Wife shall receive the following:

<u>Company</u>	<u>Name(s) on Plan</u>	<u>Value</u>

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

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

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

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

and submitted to the Court within 90 days after hearings. Expenses of preparation shall be as follows:

H. Life Insurance Policies. (select one)

1. ☐ The parties do not have any life insurance policy(ies) with a cash value.

2. ☐ The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.

3. ☐ The parties life insurance policy(ies) which has/have not been divided. Husband shall receive the following policy(ies), free and clear of any claims of the Wife:

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

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

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

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

I. Other Property (select one)

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

2. ☐ The property shall be awarded as follows:

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

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

4. Other arrangements regarding the property above:

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

THIRD: DEBTS. (check all that apply)

☐ The parties do not have any debt.

☐ Each party shall pay all debts incurred by him or her individually from the date of this Agreement and shall hold the other party harmless for these debts.

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

<u>Creditor</u>	<u>Purpose of Debt</u>	<u>Balance</u>	<u>Who Will Pay</u>
<hr/>	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife
<hr/>	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife
<hr/>	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife
<hr/>	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife

C. Discharge in Bankruptcy: (select one)

☐ The Court will retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of the spousal support order set forth below

under **FOURTH: SPOUSAL SUPPORT.**

☐ The Court will not retain jurisdiction to enforce payment of debt obligations, including, but not limited to, making a future spousal support order, regardless of spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT.**

FOURTH: SPOUSAL SUPPORT.

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

The ☐ Plaintiff ☐ Defendant shall pay spousal support to and for the benefit of ☐ Plaintiff ☐ Defendant in the amount of \$_____ per month plus 2% processing charge for a total of \$_____ per month, commencing on _____ and due on the _____ day of each and every month to Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at the his/her place of employment. This spousal support shall continue ☐ indefinitely or ☐ for a period of _____

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

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

C. Termination of Spousal Support.

This spousal support shall terminate sooner in the event of the following: (check all that apply)

☐ The Plaintiff's death

☐ The Defendant's death

☐ The cohabitation of the person receiving support in a relationship comparable to marriage

☐ The remarriage of the person receiving support

☐ Other (specify): _____

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

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

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

E. Other orders regarding spousal support (specify): _____

FIFTH: NAME.

☐ _____ shall be restored to
the prior name of _____

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

☐ The parties do not have child(ren) subject to the jurisdiction of the Court.

☐ The parties have minor child(ren) subject to the jurisdiction of the Court, and a Parenting Plan is
attached.

SEVENTH: OTHER.

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT.

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

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT.

If one or both of the parties institute 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 that this Agreement be incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS.

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

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

ELEVENTH: SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue

in full force and effect.

TWELFTH: APPLICABLE LAW.

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

THIRTEENTH: MUTUAL RELEASE.

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

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

Your Signature (Husband)

Your Signature (Wife)

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

vs./and

Defendant/Petitioner

:
:
:
:
:
:
:

Case No.

Judge

Magistrate

PARENTING PLAN

The parents, _____, "Father", and _____, "Mother",
have _____ (print number) child(ren) born from or adopted during the marriage or relationship.
Of the
child(ren), _____ (print number) are emancipated adult(s) AND not under any disability, and
the following _____ (print number) child(ren) are minor child(ren) and/or mentally or physically
disabled child(ren) incapable of self- supporting or self-maintaining (print name and date of birth of each
child): _____

The parents agree to the care, parenting, and control of their minor child(ren) as provided in this

☐ Parenting Plan ☐ Shared Parenting Plan.

FIRST: PARENTS' RIGHTS.

The parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the minor child(ren).
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the minor 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 minor child(ren).
- F. The right to be present with the minor child(ren) at medical, dental and other health-related

Supreme Court of Ohio

Uniform Domestic Relations Form – 18

PARENTING PLAN

Approved under Ohio Civil Rule 84

Effective Date:

- examinations and treatments, including, but not limited to psychologist's and psychiatrist's care.
- G. 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.
 - H. 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.
 - I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
 - J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited to participate.
 - K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
 - L. The right to receive notice of the other parent's intention to relocate.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities.

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

B. Health Care Responsibilities.

The parents shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness or receives treatment in an emergency room or hospital. The parents shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

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

C. Residential Parent and Legal Custodian.

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

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

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

D. Parenting Time Schedule.

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

The Parenting Schedule must be attached to this Plan.

E. School Designation.

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

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

In the event that a change to the school arrangement is being considered, after consultation with the other parent, the decision will be made by :

☐ Father is authorized to change school placement.

☐ Mother is authorized to change school placement.

☐ Neither parent is authorized to change school placement of

without a written agreement or court order.

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

F. Public Benefits.

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

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

G. Transportation. (select one)

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

☐ The following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: _____

H. Current Address and Telephone Number.

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

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

I. Relocation Notice.

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

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

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

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

The relocation notice must be filed with the Court granting the allocating parental rights and

responsibilities (print name and address of Court): _____

J. Records Access Notice.

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

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

Restrictions or limitations:

☐ None

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

K. Day Care Access Notice.

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

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

Restrictions or limitations:

☐ None

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

L. School Activities Access Notice.

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

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

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parents regarding school activities access are as

follows:

THIRD: HEALTH INSURANCE COVERAGE.

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

A. Health Insurance Coverage Available.

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract or plan to: ☐Father ☐Mother ☐Both parents.
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐Father's ☐Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
3. The parent required to provide private health insurance coverage shall provide proof of insurance to _____ County CSEA and the other parent.
4. Each parent, as appropriate, must pay co-payment or deductible costs required under the private health insurance policy, contract, or plan that covers the child(ren).
5. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of health care bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.

B. Health Insurance Coverage Unavailable.

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and _____ County CSEA, and submit proof of insurance, insurance forms and an insurance card. CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.
3. The cost of any uninsured medical, dental, optical, psychological and related health care expenses, incurred by or on the behalf of the child(ren) not paid by a health insurance plan, including co-payments and deductibles, shall be paid by the parents as follows:
_____ % by Father _____ % by Mother.

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

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

C. Other Important Information about Health Insurance Coverage Obligations.

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

FOURTH: CHILD SUPPORT.

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

A. Child Support with Private Health Insurance Coverage.

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

B. Child Support without Private Health Insurance Coverage.

When private health insurance coverage is **not** available for the benefit of the minor child(ren), ☐ Father ☐ Mother, the Obligor shall pay child support in the amount of \$_____ and a cash medical support in the amount of \$_____ per child per month.

C. Child Support Payment.

Child support payment plus a 2% processing charge shall commence on _____ and shall be paid to Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County CSEA by income withholding at Obligor's place of employment.

D. Deviation of Child Support Amount.

The child support amount agreed upon is different than the amount calculated on the attached

Child Support Worksheet, because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s):

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

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

☐ Other court-ordered payments as follows:

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

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

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

☐ Disparity in income between parties or households as follows:

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

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

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

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

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

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

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

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

☐ Any other relevant factor:

E. Duration of Child Support.

The child support order will remain in effect beyond the child's 18th birthday under the following circumstances:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself.

- The parents have agreed to continue child support according to the Separation Agreement incorporated into this entry.
- The child continuously attends a recognized and accredited high school on a full-time basis and after his/her 18th birthday.

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

No current obligation for support will remain in effect beyond the child's 19th birthday, unless the support order provides otherwise.

F. Important Child Support Orders and Information.

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

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

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

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

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

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

under the coverage

- A copy of any necessary health insurance cards

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

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

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

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

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

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

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

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY
IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE
ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE**

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

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

FIFTH: TAX EXEMPTIONS.

Income tax dependency exemptions. (check all that apply)

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

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

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 parent to claim the minor child(ren).

SIXTH: MODIFICATION.

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

SEVENTH: OTHER.

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

Your Signature (Husband)

Your Signature (Wife)

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

vs./and

Defendant/Petitioner

:
:
:
:
:
:
:
:

Case No.

Judge

Magistrate

FINAL DECREE OF PARENTING

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

according to the ☐ Parenting Plan attached.

The Court approves the Plan and incorporates it into the Final Decree of Parenting.

A copy of this Decree shall be provided to CSEA.

This Decree is effective on _____.

Date

JUDGE

Your Signature (Father)

Your Signature (Mother)

Attorney for Father

Attorney for Mother

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff

vs.

Defendant

:
:
:
:
:
:
:
:

Case No.

Judge

Magistrate

Instructions: This form is used to be legally recognized as the parent of the child, be named as the residential parent, or obtain visitation with the child(ren).

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

1. I, _____ (print name), am the Plaintiff and biological ☐ Father ☐ Mother (select one) of the child _____ (print name) whose date of birth is _____.
2. Defendant, _____ is the biological ☐ Father ☐ Mother (select one) of the child.
3. The child has resided in _____ County, Ohio since _____ (date residence established) as set put in the Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3).
4. The father-child relationship ☐ has ☐ has not (select one) been established. If it has been established, a copy of the order establishing the father-child relationship is attached. A copy of the child's birth certificate is also attached.
5. The child is not a ward of any other court.

Supreme Court of Ohio

Uniform Domestic Relations Form – 20

Uniform Juvenile Form – 1

**COMPLAINT FOR PARENTAGE, ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES
AND PARENTING TIME**

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

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

☐ Name _____ (print Father's name) as the
Father of the child _____ (print child's name).

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

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

☐ Grant reasonable parenting time (visitation) to the ☐ Plaintiff ☐ Defendant (select one).

☐ Change the child's name to _____

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

☐ Compute and order the appropriate amount of child support for the child, Allocate the
income tax dependency exemption for the child, and determine who should provide health
insurance coverage for the child.

☐ Other (specify): _____

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

MOTION FOR CONTEMPT AND AFFIDAVIT

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

1. ☐ Interference with parenting time

2. ☐ Failure to pay child support, and the total arrearage owed is \$ _____ (Bring to

Supreme Court of Ohio

Uniform Domestic Relations Form – 21

Uniform Juvenile Form – 2

MOTION FOR CONTEMPT AND AFFIDAVIT

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

the hearing an up-to-date printout from the County Child Support Enforcement Agency showing the amount of the child support owed to you.)

3. ☐ Failure to pay spousal support, and the total arrearage owed is \$_____ (Bring to the hearing an up-to-date printout from the County Child Support Enforcement Agency or other independent proof showing the amount owed to you.)
4. ☐ Payment or reimbursement of health care expenses incurred for the minor child(ren). (Attach to your Motion an Explanation of Health Care Bills (Form 26) and bring to the hearing the following documents, if they have not been already filed:
- a. Copies of each bill for which you seek reimbursement.
 - b. Proof of payment by you. Proof of payment may include a receipt for payment signed by the health care provider, a copy of a cancelled check, or a copy of a credit card statement verifying the amount paid, and
 - c. Explanation of Benefits forms showing payment made by the health insurance carrier.)
5. ☐ Failure to comply with the Court's orders regarding: (check all that apply)
- ☐ Transfer of real estate
 - ☐ Payment of debt
 - ☐ Refinance of debt
 - ☐ Distribution of personal property
 - ☐ Other (specify) _____
6. Costs and any other relief as necessary and proper are also requested.

Your Signature

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

OATH

(Do not sign until Notary is present.)

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

Your Signature

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

Notary Public

My Commission Expires: _____

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

SHOW CAUSE ORDER, NOTICE AND INSTRUCTIONS TO THE CLERK

TO: _____
PLAINTIFF/PETITIONER

TO: _____
DEFENDANT/PETITIONER

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

Supreme Court of Ohio

Uniform Domestic Relations Form – 22

Uniform Juvenile Form – 3

SHOW CAUSE ORDER, NOTICE AND INSTRUCTIONS TO THE CLERK

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

COURT

(The Court will complete this part.)

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

NOTICE

1. Failure to appear as ordered may result in the issuance of a bench warrant for an immediate arrest.
2. Failure to appear may result in an immediate income withholding or deduction.
3. You have the right to be represented by an attorney.
4. If you cannot afford an attorney, you must apply for a public defender or appointed counsel, as appropriate, within three business days after receipt of this show cause order.
5. A continuance may not be granted to obtain counsel if you have made no good faith effort to secure one.
6. If found guilty, you may be sentenced as follows:
 - a. First offense – a fine of not more than \$250.00 and/or a definite term of imprisonment of not more than thirty days in jail or both.
 - b. Second offense – a fine of not more than \$500.00 and/or a definite term of imprisonment of not more than sixty days in jail or both.
 - c. Third offense – a fine of not more than \$1,000.00 and/or a definite term of imprisonment of not more than ninety days in jail or both.

JUDGE/MAGISTRATE

INSTRUCTIONS TO THE CLERK

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

☐ Defendant/Petitioner or ☐ Plaintiff/Petitioner by:

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of _____ County, Ohio for ☐ Personal **OR** ☐ Residence service

☐ Other (specify) _____

Your Signature

Supreme Court of Ohio

Uniform Domestic Relations Form – 22

Uniform Juvenile Form – 3

SHOW CAUSE ORDER, NOTICE AND INSTRUCTIONS TO THE CLERK

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

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

1. I, _____ (print name), request this Court change the existing parenting time (companionship and visitation) order regarding the following minor child(ren):

<u>Name of Child</u>	<u>Date of Birth</u>	<u>School District Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Supreme Court of Ohio

Uniform Domestic Relations Form – 23

Uniform Juvenile Form – 4

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

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

2. Select one:

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

☐ The parties now have a Shared Parenting Plan.

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

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

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

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

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

1. I, _____ (print name), request this Court change the allocation of parental rights and responsibilities (custody) regarding the following minor child(ren):

Supreme Court of Ohio

Uniform Domestic Relations Form – 24

Uniform Juvenile Form – 5

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

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

<u>Name of Child</u>	<u>Date of Birth</u>	<u>School District Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Select one:

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

☐ The parents now have a shared Parenting Plan.

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

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

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

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs.

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

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

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

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

Supreme Court of Ohio

Uniform Domestic Relations Form – 25

Uniform Juvenile Form – 6

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

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

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

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

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

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

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

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

Your Signature

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

Name of Child: _____

Case No. _____

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

EXPLANATION OF HEALTH CARE BILLS

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

Total Amount of Claim \$ _____

Your Signature _____

Date _____

Supreme Court of Ohio

Uniform Domestic Relations Form – 26

Uniform Juvenile Form – 7

EXPLANATION OF HEALTH CARE BILLS

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: _____

Page 1 of _____

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

vs.

Defendant/Respondent/Petitioner

:
:
:
:
:
:
:
:
:
:

Case No.

Judge

Magistrate

WAIVER OF SERVICE OF SUMMONS

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

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

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

Date

Your Signature

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

Supreme Court of Ohio

Uniform Domestic Relations Form – 27

Uniform Juvenile Form – 8

WAIVER OF SERVICE OF SUMMONS

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No.

Street Address

Judge

City, State and Zip Code

Plaintiff/Petitioner

Magistrate

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

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

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

Please make service on the following parties as I have indicated below.

☐ Defendant/Petitioner at the address shown above.

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of _____ County, Ohio for ☐ Personal **OR** ☐ Residence service

☐ Other (specify) _____

Supreme Court of Ohio

Uniform Domestic Relations Form – 28

Uniform Juvenile Form – 9

REQUEST FOR SERVICE

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date:

☐ Plaintiff/Petitioner at the address shown above.

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of _____ County, Ohio for ☐ Personal **OR** ☐ Residence service

☐ Other (specify) _____

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

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of _____ County, Ohio for ☐ Personal **OR** ☐ Residence service

☐ Other (specify) _____

☐ Other (Address): _____

☐ Certified Mail, Return Receipt Requested

☐ Issuance to Sheriff of _____ County, Ohio for ☐ Personal **OR** ☐ Residence service

☐ Other (specify) _____

SPECIAL INSTRUCTIONS TO SHERIFF:

Your Signature

Supreme Court of Ohio

Uniform Domestic Relations Form – 28

Uniform Juvenile Form – 9

REQUEST FOR SERVICE

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: