

## **AMENDMENTS TO THE OHIO RULES OF PRACTICE AND PROCEDURE**

The following amendments to the Ohio Rules of Civil Procedure (3, 4.4, 37, 75, and Amended Civil Forms), the Ohio Rules of Criminal Procedure (1, 3, 7, 11, 13, 31, 33, and 41), the Ohio Rules of Appellate Procedure (4 and 21), and the Ohio Traffic Rules (2, 3, and 13). The history of these amendments is as follows:

September 21, 2020      First publication for public comment (ENDING Nov. 5, 2020)

### Key to Adopted Amendments:

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

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

**Comments requested:** The Supreme Court of Ohio will accept public comments until November 6, 2020 on the following proposed amendments to the Ohio Rules of Civil Procedure (3, 4.4, 37, 75, and Amended Civil Forms), the Ohio Rules of Criminal Procedure (1, 3, 7, 11, 13, 31, 33, and 41), the Ohio Rules of Appellate Procedure (4 and 21), and the Ohio Traffic Rules (2, 3, and 13). The amended civil forms were enacted as effective on September 21, 2020; however, the Court will still accept public comment on the forms as they can be amended further.

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

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

**Comment Contact:** Comments on the proposed amendments must be submitted in writing to Jesse Mosser, Legislative Counsel, Supreme Court of Ohio, 65 South Front Street, 7th Floor, Columbus, Ohio 43215-3431 or [ruleamendments@sc.ohio.gov](mailto:ruleamendments@sc.ohio.gov) and received no later than November 5, 2020. Please include your full name and regular mailing address in any comment submitted by e-mail. Copies of all comments submitted will be provided to each member of the Commission on the Rules of Practice and Procedure and each Justice of the Supreme Court.

**Comment Deadline:** Comments must be submitted no later than November 5, 2020.

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

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

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

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

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

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

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

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

## Summary

### **1. OHIO RULES OF CIVIL PROCEDURE**

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

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

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

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

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

### **2. OHIO RULES OF CRIMINAL PROCEDURE AND OHIO TRAFFIC RULES**

#### *- Transferring OVI charges to Common Pleas Court (Crim.R. 1, 3, 7, and 13; Traf.R. 2, 3, and 13)*

The Commission proposes this series of amendments on the suggestion of the Ohio Judicial Conference. The scenario this is meant to address is one where a criminal defendant is charged with felonies along with an OVI charge. While the felonies can be easily bound over to common pleas court, some courts have expressed concern that the Multi-Count Uniform Traffic Ticket (“MUTT”) does not meet the definition of “complaint” under Crim.R. 3.

Accordingly, this amendment is intended to make it clear that a charge filed using the MUTT can be accepted by the Common Pleas court should it be bound over. This would eliminate the need to create a separate charging document for the OVI.

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

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

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

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

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

**3. OHIO RULES OF APPELLATE PROCEDURE**

*- "Judgment" Language  
(App.R. 4)*

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

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

The Commission proposes this amendment which would require an appellate court to maintain an audio recording or video recording of any oral argument on a case. This proposal was made by a member of the public, and the Commission learned that it is common practice in some appellate districts but not all. Under this proposal, the recording would be made available to the public on request.

**6. UNIFORM DOMESTIC RELATIONS AND JUVENILE FORMS**

*- Redesign*

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

1 **OHIO RULES OF CIVIL PROCEDURE**

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

4  
5 **[Existing language unaffected by the amendments is omitted to conserve space]**

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

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

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

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

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

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

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

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

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

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

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

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

45

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

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

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

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

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

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

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

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

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

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

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

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

79



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

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

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

92  
93           Upon the filing of the affidavit, the clerk shall cause service of notice to be made by  
94 publication in a newspaper of general circulation in the county in which the action or proceeding  
95 is filed. If no newspaper is published in that county, then publication shall be in a newspaper  
96 published in an adjoining county. The publication shall contain the name and address of the court,  
97 the case number, the name of the first party on each side, and the name and last known address, if  
98 any, of the person or persons whose residence is unknown. The publication also shall contain a  
99 summary statement of the object of the pleading or other document seeking relief against a party  
100 whose residence is unknown, and a summary statement of the demand for relief, and shall notify  
101 the party to be served that such party is required to answer or respond either within twenty-eight  
102 days after the publication or at such other time after the publication that is set as the time to appear  
103 or within which to respond after service of such pleading or other document. The publication shall  
104 be published at least once a week for six successive weeks unless publication for a lesser number  
105 of weeks is specifically provided by law. Service of process shall be deemed complete at the date  
106 of the last publication.

107  
108           After the last publication, the publisher or its agent shall file with the court an affidavit  
109 showing the fact of publication together with a copy of the notice of publication. The affidavit and  
110 copy of the notice shall constitute proof of service of process.

111  
112           **(2)     Service by Publication by Posting and Mail.**

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

- 117  
118           (i)     if the residence of the party upon whom service is sought is unknown; and,  
119  
120           (ii)    if the matter is not governed by Civ. R. 65.1; and,  
121  
122           (iii)   if the party requesting service upon another party is proceeding with a poverty  
123 affidavit;

124  
125

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

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

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

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

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

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

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

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

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

175  
176  
177 **(E) Failure to provide electronically stored information.**

178  
179 ~~Absent exceptional circumstances, a court may not impose sanctions under these rules on~~  
180 ~~a party for failing to provide electronically stored information lost as a result of the routine, good-~~  
181 ~~faith operation of an electronic information system. The court may consider the following factors~~  
182 ~~in determining whether to impose sanctions under this division:~~

183  
184 (1) ~~Whether and when any obligation to preserve the information was triggered;~~

185  
186 (2) ~~Whether the information was lost as a result of the routine alteration or deletion of~~  
187 ~~information that attends the ordinary use of the system in issue;~~

188  
189 (3) ~~Whether the party intervened in a timely fashion to prevent the loss of information;~~

190  
191 (4) ~~Any steps taken to comply with any court order or party agreement requiring~~  
192 ~~preservation of specific information;~~

193  
194 (5) ~~Any other facts relevant to its determination under this division.~~

195  
196 If electronically stored information that should have been preserved in the anticipation or  
197 conduct of litigation is lost because a party failed to take reasonable steps to preserve it, and it  
198 cannot be restored or replaced through additional discovery, the court:

199  
200 (1) upon finding prejudice to another party from loss of the information, may order  
201 measures no greater than necessary to cure the prejudice; or

202  
203 (2) only upon finding that the party acted with the intent to deprive another party of the  
204 information's use in the litigation may:

205  
206 (a) presume that the lost information was unfavorable to the party;

207  
208 (b) instruct the jury that it may or must presume the information was  
209 unfavorable to the party; or

210  
211 (c) dismiss the action or enter a default judgment.

212  
213 [Existing language unaffected by the amendments is omitted to conserve space]

214

215  
216 **RULE 75. ~~Divorce, Annulment, and Legal Separation~~ Actions in Domestic**  
217 **Relations Court**

218  
219 (A) **Applicability.** The Rules of Civil Procedure shall apply in domestic relations  
220 court actions for divorce, annulment, or legal separation; actions pertaining to the care, custody,  
221 control, and support of a child; and related proceedings, with the modifications or exceptions set  
222 forth in this rule.

223  
224 (B) **Joinder of parties.** Civ.R. 14, 19, 19.1, and 24 shall not apply in ~~divorce,~~  
225 ~~annulment, or legal separation actions,~~ proceedings described in section (A) of this rule,  
226 however:

227  
228 (1) A person or corporation having possession of, control of, or claiming an interest  
229 in property, whether real, personal, or mixed, out of which a party seeks a division of marital  
230 property, a distributive award, or an award of spousal support or other support, may be made a  
231 party defendant;

232  
233 (2) When it is essential to protect the interests of a child, the court may join the child  
234 of the parties as a party defendant and appoint a guardian ad litem ~~and~~ and/or legal counsel, if  
235 necessary, for the child and tax the costs;

236  
237 (3) The court may make any person or agency claiming to have an interest in or rights  
238 to a child by rule or statute, including but not limited to R.C. 3109.04 and R.C. 3109.051, a party  
239 defendant;

240  
241 (4) When child support is ordered, the court, on its own motion or that of an  
242 interested person, after notice to the party ordered to pay child support and to his or her  
243 employer, may make the employer a party defendant.

244  
245 (C) **~~Trial by court~~ Judge or magistrate.** ~~In proceedings under this rule there shall be~~  
246 ~~no right to trial by jury.~~ All issues may be heard either by the ~~court~~ judge or by a magistrate as the  
247 court on the request of any party or on its own motion, may direct. Civ. R. 53 shall apply to all  
248 cases or issues directed to be heard by a magistrate. In proceedings under this rule there shall be  
249 no right to trial by jury.

250  
251 (D) **Investigation.** ~~On~~ Upon the filing of a complaint ~~or motion for divorce, annulment,~~  
252 ~~or legal separation,~~ where a minor child is ~~minor children are~~ involved, ~~or on the filing of a motion~~  
253 ~~for the modification of a decree allocating parental rights and responsibilities for the care of~~  
254 ~~children,~~ the court may cause an investigation to be made as to the character, family relations, past  
255 conduct, earning ability, and ~~financial worth~~ finances of the parties to the action. The report of the  
256 investigation shall be made available to either party or their counsel of record ~~upon written request~~  
257 not less than seven days before trial. The report shall be signed by the investigator and the  
258 investigator shall be subject to cross-examination by either party concerning the contents of the  
259 report. The court may tax as costs all or any part of the expenses for each investigation.

260

261 (E) **Subpoena where custody involved.** In any case involving the allocation of  
262 parental rights and responsibilities for the care of ~~children~~ a child, the court, on its own motion,  
263 may cite a party to the action from any point within the state to appear in court and testify.  
264

265 (F) **Judgment.** The provisions of Civ.R. 55 shall not apply in ~~actions for divorce,~~  
266 ~~annulment, legal separation, proceedings described in section (A) of this rule~~ or actions for civil  
267 protection orders. For purposes of Civ.R. 54(B), the court shall not enter final judgment as to a  
268 claim for divorce, dissolution of marriage, annulment, or legal separation unless one of the  
269 following applies:  
270

271 (1) The judgment also divides the property of the parties, determines the  
272 appropriateness of an order of spousal support, and, where applicable, either allocates parental  
273 rights and responsibilities, including payment of child support, between the parties or orders shared  
274 parenting of a minor ~~children~~ child;  
275

276 (2) Issues of property division, spousal support, and allocation of parental rights and  
277 responsibilities or shared parenting have been finally determined in orders, previously entered by  
278 the court, that are incorporated into the judgment;  
279

280 (3) The court includes in the judgment the express determination required by Civ.R.  
281 54(B) and a final determination that either of the following applies:  
282

283 (a) The court lacks jurisdiction to determine such issues;  
284

285 (b) In a legal separation action, the division of the property of the parties would  
286 be inappropriate at that time.  
287

288 (G) **Civil protection order.** A claim for a civil protection order based upon an  
289 allegation of domestic violence shall be a separate claim from a claim ~~for divorce, dissolution of~~  
290 ~~marriage, annulment, or legal separation~~ in any proceeding described in section (A) of this rule or  
291 a dissolution of marriage.  
292

293 (H) **Relief pending appeal.**  
294

295 (1) Civ.R. 62(B) does not apply to orders allocating parental rights and responsibilities  
296 or to orders of support.  
297

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

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

309  
310 **(I) Temporary restraining orders.**

311  
312 (1) ~~Restraining order: exclusion.~~ The provisions of Civ. R. 65(A) shall not apply in  
313 ~~divorce, annulment, or legal separation actions~~ proceedings described in section (A) of this rule.

314  
315 (2) ~~Restraining order: grounds, procedure.~~ The court, on its own motion or pursuant  
316 to local court rule, may issue a restraining order without notice, and the order shall remain in force  
317 during the pendency of the action unless the court otherwise orders.

318  
319 (3) ~~When it is made to appear to the court by affidavit of a party sworn to absolutely~~  
320 Upon sworn affidavit that a party is about to dispose of or encumber property, or any part thereof  
321 of property, so as to defeat another party in obtaining an equitable division of marital property, a  
322 distributive award, or spousal or other support, or that a party to the action or a child of any party  
323 is about to suffer physical abuse, annoyance, or bodily injury by the other party, or if a party is  
324 about to remove a child from the jurisdiction of the court, the court may allow a temporary  
325 restraining order, with or without bond, to prevent that action or to otherwise prevent injury, loss,  
326 or damage. A temporary restraining order may be issued without notice and shall remain in force  
327 during the pendency of the action unless the court or magistrate otherwise orders.

328  
329 **(J) Continuing jurisdiction.** The continuing jurisdiction of the court shall be invoked  
330 by motion filed in the original action, notice of which shall be served in the manner provided for  
331 the service of process under Civ. R. 4 to 4.6. When the continuing jurisdiction of the court is  
332 invoked pursuant to this division, the discovery procedures set forth in Civ. R. 26 to 37 shall apply.

333  
334 **(K) Hearing.** No action for divorce, annulment, or legal separation may be heard and  
335 decided until the expiration of forty-two days after the service of process or twenty-eight days after  
336 the last publication of notice of the complaint, and no action for divorce, annulment, or legal  
337 separation shall be heard and decided earlier than twenty-eight days after the service of a  
338 counterclaim, which under this rule may be designated a cross-complaint, unless the plaintiff files  
339 a written waiver of the twenty-eight day period.

340  
341 **(L) Notice of trial.** In all cases ~~where there is no counsel of record for the adverse~~  
342 ~~party,~~ the court shall give the ~~adverse party~~ all parties notice of the trial upon the merits. The  
343 notice shall be made either by regular ordinary mail to the party's last known address or hand-  
344 delivered to the party by the court, and shall be mailed at least seven days prior to the  
345 commencement of trial.

346  
347 **(M) Testimony Grounds.** ~~Judgment~~ Testimony of a party in support of grounds for  
348 divorce, annulment, or legal separation shall not be granted upon the testimony or admission of a  
349 party not must be supported by other credible evidence. No admission shall be received that the  
350 court has reason to believe was obtained by fraud, connivance, coercion, or other improper means.  
351 The parties, notwithstanding their marital relations, shall be competent to testify in the proceeding  
352 to the same extent as other witnesses.

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

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

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

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

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

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

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

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

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

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

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

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

406  
407 ~~(O) — **Delay of decree.** When a party who is entitled to a decree of divorce or annulment~~  
408 ~~is ordered to pay spousal support or child support for a child not in his or her custody, or to deliver~~  
409 ~~a child to the party to whom parental rights and responsibilities for the care of the child are~~  
410 ~~allocated, the court may delay entering a decree for divorce or annulment until the party, to the~~  
411 ~~satisfaction of the court, secures the payment of the spousal support or the child support for the~~  
412 ~~child, or delivers custody of the child to the party to whom parental rights and responsibilities are~~  
413 ~~allocated.~~



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**OHIO RULES OF CRIMINAL PROCEDURE**

**RULE 1. Scope of Rules: Applicability; Construction; Exceptions**

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

**(C) Exceptions.** These rules, to the extent that specific procedure is provided by other rules of the Supreme Court or to the extent that they would by their nature be clearly inapplicable, shall not apply to procedure (1) upon appeal to review any judgment, order or ruling, (2) upon extradition and rendition of fugitives, (3) in cases covered by the Uniform Traffic Rules unless bound over or transferred to a common pleas court pursuant to Criminal Rule 5, (4) upon the application and enforcement of peace bonds, (5) in juvenile proceedings against a child as defined in Rule 2 (D) of the Rules of Juvenile Procedure, (6) upon forfeiture of property for violation of a statute of this state, or (7) upon the collection of fines and penalties. Where any statute or rule provides for procedure by a general or specific reference to the statutes governing procedure in criminal actions, the procedure shall be in accordance with these rules.

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

432 **RULE 3. Complaint**

433

434 The complaint is a written statement of the essential facts constituting the offense charged.  
435 It shall also state the numerical designation of the applicable statute or ordinance. It shall be made  
436 upon oath before any person authorized by law to administer oaths. In addition to a complaint as  
437 defined in this Rule, except when specifically excluded, a traffic ticket as defined in Rule 2(B) of  
438 the Ohio Traffic Rules shall also constitute a complaint. The requirement herein that the complaint  
439 be made upon oath shall not apply to a traffic ticket unless otherwise required by the Ohio Traffic  
440 Rules.

441 **RULE 7. The Indictment and the Information**

442

443 (A) **Use of indictment or information.** A felony that may be punished by death or life  
444 imprisonment shall be prosecuted by indictment. All other felonies shall be prosecuted by  
445 indictment, except that after a defendant has been advised by the court of the nature of the charge  
446 against the defendant and of the defendant's right to indictment, the defendant may waive that right  
447 in writing and in open court.

448

449 Where an indictment is waived, the offense may be prosecuted by information, unless an  
450 indictment is filed within fourteen days after the date of waiver. If an information or indictment  
451 is not filed within fourteen days after the date of waiver, the defendant shall be discharged and the  
452 complaint dismissed. This division shall not prevent subsequent prosecution by information or  
453 indictment for the same offense.

454

455 A misdemeanor may be prosecuted by indictment, ~~or~~ information, or complaint in the court  
456 of common pleas, or by complaint in the juvenile court, as defined in the Rules of Juvenile  
457 Procedure, and in courts inferior to the court of common pleas. An information may be filed  
458 without leave of court. A misdemeanor may be prosecuted by complaint in a court of common  
459 pleas if bound over or transferred to a court of common pleas pursuant to Rule 5(B)(1) of these  
460 rules.

461

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

463

464           **RULE 11.   Pleas, Rights Upon Plea**  
465

466           **(A)   Pleas.** A defendant may plead not guilty, not guilty by reason of insanity, guilty  
467 or, with the consent of the court, no contest. A plea of not guilty by reason of insanity shall be  
468 made in writing by either the defendant or the defendant’s attorney. All other pleas may be made  
469 orally either in-person or by remote contemporaneous video in conformity with Crim.R. 43(A).  
470 The pleas of not guilty and not guilty by reason of insanity may be joined. If a defendant refuses  
471 to plead, the court shall enter a plea of not guilty on behalf of the defendant.  
472

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

474           **(C)   Pleas of guilty and no contest in felony cases.**  
475

476           **(1)** Where in a felony case the defendant is unrepresented by counsel the court shall  
477 not accept a plea of guilty or no contest unless the defendant, after being readvised that he or she  
478 has the right to be represented by retained counsel, or pursuant to Crim.R. 44 by appointed counsel,  
479 waives this right.  
480

481           **(2)** In felony cases the court may refuse to accept a plea of guilty or a plea of no contest,  
482 and shall not accept a plea of guilty or no contest without first addressing the defendant personally  
483 either in-person or by remote contemporaneous video in conformity with Crim.R. 43(A) and doing  
484 all of the following:  
485

486           **(a)** Determining that the defendant is making the plea voluntarily, with understanding  
487 of the nature of the charges and of the maximum penalty involved, and if applicable, that the  
488 defendant is not eligible for probation or for the imposition of community control sanctions at the  
489 sentencing hearing.  
490

491           **(b)** Informing the defendant of and determining that the defendant understands the  
492 effect of the plea of guilty or no contest, and that the court, upon acceptance of the plea, may  
493 proceed with judgment and sentence.  
494

495           **[Existing language unaffected by the amendments is omitted to conserve space]**  
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**RULE 13. Trial Together of Indictments or Informations or Complaints**

The court may order two or more indictments, ~~or~~ informations, or complaints ~~or both~~ to be tried together, if the offenses or the defendants could have been joined in a single indictment or information or complaint. The procedure shall be the same as if the prosecution were under such single indictment, ~~or~~ information, or complaint.

~~The court may order two or more complaints to be tried together, if the offenses or the defendants could have been joined in a single complaint. The procedure shall be the same as if the prosecution were under such single complaint.~~

509 **RULE 31. Verdict**

510

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

513

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

518

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

524

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

529

530

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

531

**Rule 31 Unanimous Verdict**

532

533 While the rule in Ohio has been that a verdict in a criminal case must be unanimous pursuant to  
534 Crim R 31(A), it has become law across the United States. The United States Supreme Court ruled that a  
535 criminal jury verdict must be unanimous in *Ramos v. Louisiana*, 140 S. Ct. 1390 (2020), 2020 U.S. LEXIS  
536 2407.

537

538

539 **RULE 33. New Trial**

540

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

543

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

546

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

548

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

550

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

556

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

558

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

567

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

569

570 **RULE 41. Search and Seizure**

571

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

573

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

575

576 (1) A warrant shall issue on either an affidavit or affidavits sworn to before a judge of  
577 a court of record or an affidavit or affidavits communicated to the judge by reliable electronic  
578 means establishing the grounds for issuing the warrant. In the case of a search warrant, the  
579 affidavit shall name or describe the person to be searched or particularly describe the place to be  
580 searched, name or describe the property to be searched for and seized, state substantially the  
581 offense in relation thereto, and state the factual basis for the affiant's belief that such property is  
582 there located. In the case of a tracking device warrant, the affidavit shall name or describe the  
583 person to be tracked or particularly describe the property to be tracked, and state substantially the  
584 offense in relation thereto, state the factual basis for the affiant's belief that the tracking will yield  
585 evidence of the offense. If the affidavit is provided by reliable electronic means, the applicant  
586 communicating the affidavit shall be placed under oath and shall swear to or affirm the affidavit  
587 communicated.

588

589 (2) If the judge is satisfied that probable cause exists, the judge shall issue a warrant  
590 identifying the property to be seized and naming or describing the person or place to be searched  
591 or the person or property to be tracked. The warrant may be issued to the requesting prosecuting  
592 attorney or other law enforcement officer through reliable electronic means. The finding of  
593 probable cause may be based upon hearsay in whole or in part, provided there is a substantial basis  
594 for believing the source of the hearsay to be credible and for believing that there is a factual basis  
595 for the information furnished. Before ruling on a request for a warrant, the judge may require the  
596 affiant to appear personally or by reliable electronic means, and may examine under oath the affiant  
597 and any witnesses the affiant may produce. Such testimony shall be admissible at a hearing on a  
598 motion to suppress if taken down by a court reporter or recording equipment, transcribed, and  
599 made part of the affidavit. The warrant shall be directed to a law enforcement officer. A search  
600 warrant shall command the officer to search, within three days, the person or place named for the  
601 property specified. A tracking device warrant shall command the officer to complete any  
602 installation authorized by the warrant within a specified time no longer than 10 days, and shall  
603 specify the time that the device may be used, not to exceed 45 days. The court may, for good cause  
604 shown, grant one or more extensions of time that the device may be used, for a reasonable period  
605 not to exceed 45 days each. The warrant shall be executed in the daytime, unless the issuing court,  
606 by appropriate provision in the warrant, and for reasonable cause shown, authorizes its execution  
607 at times other than daytime. The warrant shall provide that the warrant shall be returned to a  
608 designated judge or clerk of court.

609

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

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613 **OHIO RULES OF APPELLATE PROCEDURE**  
614

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

616  
617 **(A) Time for appeal**

618  
619 **(1) Appeal from order that is final upon its entry.** Subject to the provisions of  
620 App.R. 4(A)(3), a party who wishes to appeal from an order that is final upon its entry shall file  
621 the notice of appeal required by App.R. 3 within 30 days of that entry.  
622

623 **(2) Appeal from order that is not final upon its entry.** Subject to the provisions of  
624 App.R. 4(A)(3), a party who wishes to appeal from an order that is not final upon its entry but  
625 subsequently becomes final—such as an order that merges into a final order entered by the clerk  
626 or that becomes final upon dismissal of the action—shall file the notice of appeal required by  
627 App.R. 3 within 30 days of the date on which the order becomes final.  
628

629 **(3) Delay of clerk’s service in civil case.** In a civil case, if the clerk has not completed  
630 service of ~~the order~~ notice of the judgment within the three-day period prescribed in Civ.R. 58(B),  
631 the 30-day periods referenced in App.R. 4(A)(1) and 4(A)(2) begin to run on the date when the  
632 clerk actually completes service.  
633

634 **[Existing language unaffected by the amendments is omitted to conserve space]**  
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**RULE 21. Oral Argument**

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

**(J)** The court shall make an audio or video recording of every oral argument. Such recording shall be made available to the parties and the public upon request.

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

645 **OHIO TRAFFIC RULES**

646 **RULE 2. Definitions**

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

648  
649 (F) “Court” means a municipal court, county court, juvenile division of the court of  
650 common pleas, or mayor’s court. “Court” also includes a court of common pleas in those  
651 proceedings involving any case bound over or transferred to a court of common pleas, pursuant  
652 to Criminal Rule 5, that arises from the same act or transaction involving a felony.

653  
654 (G) “Judge” means judge of a municipal court, county court, court of common pleas, or  
655 juvenile division of the court of common pleas, a magistrate of a municipal or county court, a  
656 magistrate of a court of common pleas or a mayor or mayor’s court magistrate presiding over a  
657 mayor’s court.

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

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663           **RULE 3.       Complaint and Summons; Form; Use**  
664

665           **(A)     Traffic complaint and summons.** In traffic cases, the complaint and summons  
666 shall be the "Ohio Uniform Traffic Ticket" as set out in the Appendix of Forms except in those  
667 cases bound over or transferred to a court of common pleas pursuant to Criminal Rule 5 or a  
668 misdemeanor offense indicated by the grand jury.  
669

670           **(B)     Traffic complaint and summons form.** The Ohio Uniform Traffic Ticket shall  
671 consist of four sheets, padded together and bound at the top or bottom edge. Each sheet shall be  
672 four and one-fourth inches in width and nine and one-half inches in length from a perforation  
673 below the binding to the bottom edge. The first sheet shall be white and the second sheet shall  
674 be canary yellow. Where an additional copy is needed by an agency, it may be added. The first  
675 and second sheets shall be at least fifteen pound paper.  
676

677           The first sheet shall be the court record.  
678

679           The second sheet shall be the abstract of court record for the Bureau of Motor Vehicles as  
680 required by section 4507.021 of the Revised Code. The second sheet may be omitted from the  
681 Ticket if the court reports violations to the Bureau by electronic or other means acceptable to the  
682 Bureau.  
683

684           The third sheet shall be the defendant's copy.  
685

686           The fourth sheet shall be the enforcement agency record.  
687

688           A wrap-around may be added to the first sheet. The issuing authority may use the front  
689 and back of the wrap-around for any data or information it may require.  
690

691           Each ticket sheet shall be perforated tab bound at the edge or end with carbon paper  
692 interleaved so that all carbon paper is securely bound to the tab and removable with it, or shall be  
693 on treated paper so that marking from the top sheet is transferred legibly to successive sheets in  
694 the group.  
695

696           **(C)     Use of ticket.** The Ohio Uniform Traffic Ticket, unless otherwise permitted by  
697 these Rules, shall be used in all moving traffic cases, but its use for parking and equipment  
698 violations is optional in each local jurisdiction. Any ticket properly issued by a law enforcement  
699 officer shall be accepted for filing and disposition in any court having jurisdiction over the offense  
700 alleged. An officer may include more than one alleged violation on a single ticket provided the  
701 alleged violations are numbered sequentially on the face of the ticket. An officer who completes  
702 a ticket at the scene of an alleged offense shall not be required to rewrite or type a new complaint  
703 as a condition of filing the ticket, unless the original complaint is illegible or does not state an  
704 offense. If a new complaint is executed, a copy shall be served upon defendant as soon as possible.  
705

706           **[Existing language unaffected by the amendments is omitted to conserve space]**  
707

708           **RULE 13.    Traffic Violations Bureau**

709

710           **(A)    Establishment and operation of traffic violations bureau.** Each court, except a  
711 court of common pleas, shall establish a traffic violations bureau. The juvenile division of the  
712 court of common pleas may establish a violations bureau pursuant to Traffic Rule 13.1. The court  
713 shall appoint its clerk as violations clerk. If there is no clerk, the court shall appoint any appropriate  
714 person of the municipality or county in which the court sits. The violations bureau and violations  
715 clerk shall be under the direction and control of the court. Fines and costs shall be paid to, receipted  
716 by, and accounted for by the violations clerk.

717

718           The violations bureau shall accept appearance, waiver of trial, plea of guilty, and payment  
719 of fine and costs for offenses within its authority.

720

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

722

## Summary of Changes by Form

**All forms were modified in the following manner:**

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

**The following forms have ADDITIONAL changes to those noted above:**

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

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

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



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

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

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

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

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

**IN THE COURT OF COMMON PLEAS**  
 \_\_\_\_\_ **DIVISION**  
 \_\_\_\_\_ **COUNTY, OHIO**

\_\_\_\_\_  
 Plaintiff/Petitioner 1  
  
 vs./and  
  
 \_\_\_\_\_  
 Defendant/Petitioner 2

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

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

**AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES**

Affidavit of \_\_\_\_\_

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

**SECTION I – BASIC INFORMATION**

Plaintiff/Petitioner 1

Defendant/Petitioner 2

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

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

**SECTION II – INCOME**

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

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

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

**B. COMPUTATION OF CURRENT INCOME**

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

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

**SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS**

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

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

In addition to the above child(ren):

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

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

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



**SECTION IV – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

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

**B. OTHER MONTHLY LIVING EXPENSES**

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

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

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

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

**D. MONTHLY INSURANCE PREMIUMS**

Life	\$ _____
Auto	\$ _____
Health	\$ _____
Disability	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY: \$ _____</b>	

**E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF**

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

Tuition	\$ _____
Books, fees, and other	\$ _____
College loan	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

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

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

**G. MISCELLANEOUS MONTHLY EXPENSES**

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



**IN THE COURT OF COMMON PLEAS**  
**\_\_\_\_\_ DIVISION**  
**\_\_\_\_\_ COUNTY, OHIO**

\_\_\_\_\_  
 Plaintiff/Petitioner 1  
  
 vs./and  
  
 \_\_\_\_\_  
 Defendant/Petitioner 2

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

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

**AFFIDAVIT OF PROPERTY AND DEBT**

Affidavit of \_\_\_\_\_

**I. REAL ESTATE INTERESTS**

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

**II. OTHER ASSETS**

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

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

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

**III. SEPARATE PROPERTY CLAIMS**

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

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

**TOTAL SECTION III: SEPARATE PROPERTY CLAIMS: \$ \_\_\_\_\_**

**IV. DEBT**

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

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



Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
<b>TOTAL SECTION IV: DEBT</b>				\$ _____

**V. BANKRUPTCY**

Filed by	Date of Filing	Date of Discharge or Relief from Stay	Type of Case (Ch. 7, 11, 12, 13)	Current Monthly Payments
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
<b>TOTAL SECTION V: BANKRUPTCY</b>				\$ _____

**OATH OR AFFIRMATION**  
*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

**IN THE COURT OF COMMON PLEAS**

**DIVISION**

**COUNTY, OHIO**

\_\_\_\_\_ Case No. \_\_\_\_\_  
 Plaintiff/Petitioner 1  
 Judge \_\_\_\_\_  
 vs./and Magistrate \_\_\_\_\_  
 \_\_\_\_\_  
 Defendant/Petitioner 2/Respondent

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

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

Affidavit of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

*Explain:* \_\_\_\_\_

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_

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

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

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

Explain: \_\_\_\_\_  
 \_\_\_\_\_

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

**4. Information about criminal convictions:**

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

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

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

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

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

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

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



IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

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

vs./and

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

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

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

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_

**Plaintiff/Petitioner 1**

**Defendant/Petitioner 2**

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

Yes  No

Yes  No

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

Yes  No

Yes  No

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

Yes  No

Yes  No

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

Yes  No

Yes  No

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

Yes  No

Yes  No

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

Yes  No

Yes  No

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

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

\_\_\_\_\_

\_\_\_\_\_

**OATH OR AFFIRMATION**  
*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
  ) **SS**  
COUNTY OF \_\_\_\_\_ )

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

Plaintiff \_\_\_\_\_ Case No. \_\_\_\_\_  
vs. Judge \_\_\_\_\_  
Magistrate \_\_\_\_\_  
Defendant \_\_\_\_\_

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

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

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

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

**(A) Motion and Affidavit**

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

- Check only those that apply.
- \_\_\_\_\_ Residential parenting rights (custody)
  - \_\_\_\_\_ Parenting time (companionship or visitation)
  - \_\_\_\_\_ Child support
  - \_\_\_\_\_ Spousal support (if married)
  - \_\_\_\_\_ Payment of debts and/or expenses

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

**(B) Counter Affidavit**

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



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

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

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

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

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

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

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

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

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

---

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

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Name of an appropriate supervisor \_\_\_\_\_

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

Name of Court/Agency \_\_\_\_\_

Date of Order \_\_\_\_\_

SETS No. \_\_\_\_\_

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

\$ \_\_\_\_\_ child support per month

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

\$ \_\_\_\_\_ attorney fees, expert fees, Court costs

The following debts and/or expenses:

---

---

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

---

---

7.  Movant is willing to attend mediation.

Movant is not willing to attend mediation.

8.  Movant requests the following Court services. *(See local rules of Court for available services.)*

---



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State specific reasons why Court services are required.

---



---



---

Attorney or Self Represented Party Signature

---

Printed Name

---

Address

---

City, State, Zip

---

Phone Number

---

Fax Number

---

E-mail

---

Supreme Court Reg No. (if any)

**OATH OR AFFIRMATION**

*(Do not sign until Notary Public is present)*

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

---

Signature

**STATE OF \_\_\_\_\_ )**  
**) SS**  
**COUNTY OF \_\_\_\_\_ )**

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Signature of Notary Public

---

Printed Name of Notary Public

---

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

**NOTICE OF HEARING**

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

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

**CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

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

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

**COMPLAINT FOR DIVORCE WITHOUT CHILDREN**

Now comes Plaintiff and states as follows:

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

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

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

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

\_\_\_\_\_  
 Attorney or Self Represented Party Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Supreme Court Reg No. (if any)

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

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

**Instructions:** This form is used to request a divorce if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities, and/or a party is pregnant. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COMPLAINT FOR DIVORCE WITH CHILDREN**

Now comes Plaintiff and states as follows:

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

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

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

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

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

6. Military Service:

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

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



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

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

- Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - Defendant be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - the non-residential parent be granted specific parenting time;
  - Plaintiff and Defendant be granted shared parenting of the following minor child(ren):  
\_\_\_\_\_
- pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Plaintiff will prepare and file with the Court;
- Defendant pay child support, cash medical support, and health care expenses;
  - Defendant pay spousal support;
  - Plaintiff be restored to the former name of \_\_\_\_\_;
  - Defendant pay Plaintiff's attorney fees;
  - Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

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

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

**COUNTERCLAIM FOR DIVORCE WITHOUT CHILDREN**

Now comes Defendant and states as follows:

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

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

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

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

\_\_\_\_\_  
 Attorney or Self Represented Party Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Supreme Court Reg No. (if any)

**CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

---

At: (Print address or fax number) \_\_\_\_\_

---

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

---

Signature

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

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

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

**COUNTERCLAIM FOR DIVORCE WITH CHILDREN**

Now comes Defendant and states as follows:

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

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

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

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

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

6. Military Service:

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

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

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

- Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - Defendant be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - the non-residential parent be granted specific parenting time;
  - Plaintiff and Defendant be granted shared parenting of the following minor child(ren):  
\_\_\_\_\_
- pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Defendant will prepare and file with the Court;
- Plaintiff pay child support, cash medical support, and health care expenses;
  - Plaintiff pay spousal support;
  - Defendant be restored to the former name of \_\_\_\_\_;
  - Plaintiff pay Defendant's attorney fees;
  - Plaintiff pay the court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

**CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature



IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Magistrate

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

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

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

**ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN**

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

**ADMIT    DENY**

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

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

Defendant resides in the County where the Complaint was filed.

**ADMIT    DENY**

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

Defendant requests: (*select one*)

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

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

### CERTIFICATE OF SERVICE

*(Check the boxes that apply)*

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_ **DIVISION**

\_\_\_\_\_ **COUNTY, OHIO**

\_\_\_\_\_  
Name

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

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

Judge \_\_\_\_\_

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

Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name

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

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

Defendant

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

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

**ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN**

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

**ADMIT      DENY**

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

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

Defendant resides in the County where the Complaint was filed.

**ADMIT    DENY**

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

Defendant requests: (*select one*)

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

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

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

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
\_\_\_\_\_  
DIVISION  
COUNTY, OHIO

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

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

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

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

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

**REPLY TO COUNTERCLAIM FOR DIVORCE WITHOUT CHILDREN**

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

**ADMIT      DENY**

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

**ADMIT      DENY**

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



The Plaintiff requests:

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

\_\_\_\_\_  
 Attorney or Self Represented Party Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

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

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Supreme Court Reg No. (if any)

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

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Magistrate

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

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

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

REPLY TO COUNTERCLAIM FOR DIVORCE WITH CHILDREN

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

ADMIT

DENY

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.

2. Plaintiff alleged proper jurisdiction and venue.

**ADMIT      DENY**

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

Plaintiff requests:

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

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

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

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

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

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

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

**IN THE COURT OF COMMON PLEAS**

**DIVISION**

**COUNTY, OHIO**

\_\_\_\_\_  
Name

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

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

Judge \_\_\_\_\_

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

Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name

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

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

Defendant

**JUDGMENT ENTRY – DECREE OF DIVORCE WITHOUT CHILDREN**

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

**FINDINGS**

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

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

- Defendant filed a Counterclaim.
  - Plaintiff filed a Reply to Defendant's Counterclaim.
  - Plaintiff failed to file a Reply to Defendant's Counterclaim.
- B.  Plaintiff was present at the Hearing.
- \_\_\_\_\_ appeared as counsel for Plaintiff.
- Plaintiff failed to appear.
- Defendant was present at the Hearing.
- \_\_\_\_\_ appeared as counsel for Defendant.
- Defendant failed to appear.
- C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:
- Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
  - Defendant was a resident of this county.
  - Venue is proper based upon: \_\_\_\_\_
- E. This Court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.
- F. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).
- G. The termination of marriage is  the date of Final Hearing or  the date specified:  
\_\_\_\_\_
- H. Children:
- Neither party is pregnant OR  a party is pregnant.
- Any child(ren) born from or adopted during this marriage or relationship, is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
- I. Military Service:
- Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
  - Plaintiff and/or  Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.
- J. The divorce should be granted on the following ground(s):
- Plaintiff and Defendant are incompatible.
  - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - Plaintiff or  Defendant had a Husband or Wife living at the time of the marriage.
  - Plaintiff or  Defendant has been willfully absent for one (1) year.

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

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

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

Asset	Value

The parties have the following marital debts:

Debt	Balance

The Court makes the following findings regarding the spousal support factors set forth in R.C. 3105.18:

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M. The Court finds that Plaintiff incurred attorney fees and litigation expenses in the amount of \$ \_\_\_\_\_ and Defendant incurred attorney fees and litigation expenses in the amount of \$ \_\_\_\_\_. It is equitable that: *(select one)*

- Each party pay his or her attorney fees and litigation expenses, if any.
- Plaintiff pay all or part of Defendant's attorney fees and litigation expenses as follows:

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

\_\_\_\_\_

N. The Court further finds that: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### JUDGMENT

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

#### FIRST: DIVORCE GRANTED

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

#### SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Defendant is awarded the following separate property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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F. Other orders regarding property: \_\_\_\_\_

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

H. Other orders regarding transfers: \_\_\_\_\_

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**THIRD: DEBT**

The parties' debts shall be divided as follows:

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

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

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

**FOURTH: SPOUSAL SUPPORT**

- A. Spousal Support Not Awarded  
 Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded  
 Plaintiff  Defendant shall pay spousal support to  Plaintiff  Defendant in the amount of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Spousal support shall continue  for a period of \_\_\_\_\_ months OR  until further order of this Court.
- C. Method of Payment of Spousal Support  
 Spousal support payments shall be made directly to  Plaintiff  Defendant.  
 Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by:  income withholding or  other \_\_\_\_\_.
- D. Termination of Spousal Support  
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:  
 The cohabitation of the person receiving support in a relationship comparable to marriage.  
 The remarriage of the person receiving support.  
 Other: (*specify*) \_\_\_\_\_
- E. Reservation of Jurisdiction  
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).  
On other matters involving spousal support: (*check all that apply*)  
 The Court shall retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Arrearage or Overpayment

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

**FIFTH: NAME**

\_\_\_\_\_ is restored to the former name of \_\_\_\_\_

**SIXTH: OTHER ORDERS**

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

**SEVENTH: TEMPORARY ORDERS**

All temporary orders in this case are terminated.

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

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

**NINTH: COURT COSTS**

Court costs are:

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

**TENTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

a certified copy to: \_\_\_\_\_

a file stamped copy to: \_\_\_\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff's Attorney Signature

\_\_\_\_\_  
Defendant's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

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

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

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

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

Plaintiff

vs.

\_\_\_\_\_  
Name

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

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

Defendant

**JUDGMENT ENTRY – DECREE OF DIVORCE WITH CHILDREN**

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

**FINDINGS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Name of Child**

**Date of Birth**

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

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

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

**Name of Child**

**Date of Birth**

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

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

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

**Name of Child**

**Date of Birth**

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

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

I. Military Service:

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

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

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

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

L. The Court finds that:

- the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.



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

a Magistrate's Decision was filed on: \_\_\_\_\_.

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

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

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

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

Asset	Value

The parties have the following marital debts:

Debt	Balance

The Court makes the following findings regarding the spousal support factors set forth in R.C. 3105.18:

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- The parties did not present the Court with a written Shared Parenting Plan or Parenting Plan or read a settlement of their parental rights into the record. Based upon the evidence presented by the parties who appeared, the Court makes the following findings relating to the factors set forth in R.C. 3109.04 and/or 3109.051 upon which it allocates the parties' parental rights and responsibilities in the child(ren)'s best interest:

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**M.** The Court finds that Plaintiff incurred attorney fees and litigation expenses in the amount of \$ \_\_\_\_\_ and Defendant incurred attorney fees and litigation expenses in the amount of \$ \_\_\_\_\_. It is equitable that: *(select one)*

- Each party pay his or her attorney fees and litigation expenses, if any.
- Plaintiff pay all or part of Defendant's attorney fees and litigation expenses as follows:

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

N. The Court further finds that:

### JUDGMENT

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

#### FIRST: DIVORCE GRANTED

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

#### SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property:

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B. Defendant is awarded the following separate property:

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

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

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

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F. Other orders regarding property: \_\_\_\_\_

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

H. Other orders regarding transfers: \_\_\_\_\_

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**THIRD: DEBT**

The parties' debts shall be divided as follows:

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

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

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

**FOURTH: SPOUSAL SUPPORT**

- A. Spousal Support Not Awarded  
 Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded  
 Plaintiff  Defendant shall pay spousal support to  Plaintiff  Defendant in the amount of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Spousal support shall continue  for a period of \_\_\_\_\_ months OR  until further order of this Court.
- C. Method of Payment of Spousal Support:  
 Spousal support payments shall be made directly to  Plaintiff  Defendant.  
 Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by:  income withholding or  other \_\_\_\_\_.
- D. Termination of Spousal Support  
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:  
 The cohabitation of the person receiving support in a relationship comparable to marriage.  
 The remarriage of the person receiving support.  
 Other: (*specify*) \_\_\_\_\_
- E. Reservation of Jurisdiction  
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).  
  
On other matters involving spousal support: (*check all that apply*)  
 The Court shall retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support:  
\_\_\_\_\_  
\_\_\_\_\_

G. Arrearage or Overpayment

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

**FIFTH: NAME**

\_\_\_\_\_ is restored to the former name of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

B. Relocation Notice

Pursuant to R.C. 3109.051(G):

If the residential parent intends to move to a residence other than the residence specified in the Court Order, the parent shall file a notice of intent to relocate with this Court. Except as provided in R.C. 3109.051(G)(2), (3), and (4), the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent,

may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

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

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

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

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

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

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

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

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

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

Restrictions or limitations:

None

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

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

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

In accordance with R.C. 5104.039, the non-residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted to the same extent that the residential parent is granted access to the center, unless otherwise restricted.

Restrictions or limitations:

None

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

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

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

Restrictions or limitations:

None

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

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**SEVENTH: CHILD SUPPORT**

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

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

For purposes of this order:

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

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

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

**SUPPORT OBLIGOR** (pays support):

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

**SUPPORT OBLIGEE** (receives support):

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



A. Guideline Child Support Amount

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

B. Overnight Parenting Time Adjustment

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

C. Overnight Parenting Time Deviation

Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:

exceeds ninety (90) overnights but is *not* more than 146 overnights (\_\_\_\_\_ overnights).

A deviation is *not* granted.

The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

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– OR –

is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).

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

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D. Other Deviation Factors (*if applicable*)

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

(*Check all that apply*)

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

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Other Court ordered payments

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- Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time  
\_\_\_\_\_  
\_\_\_\_\_
- Financial resources and the earning ability of the child(ren)  
\_\_\_\_\_  
\_\_\_\_\_
- Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent  
\_\_\_\_\_  
\_\_\_\_\_
- Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level  
\_\_\_\_\_  
\_\_\_\_\_
- Benefits that either parent receives from remarriage or sharing living expenses with another person  
\_\_\_\_\_  
\_\_\_\_\_
- Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents  
\_\_\_\_\_  
\_\_\_\_\_
- Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing  
\_\_\_\_\_  
\_\_\_\_\_
- Extraordinary work-related expenses incurred by either parent  
\_\_\_\_\_  
\_\_\_\_\_
- Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married  
\_\_\_\_\_  
\_\_\_\_\_
- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen  
\_\_\_\_\_  
\_\_\_\_\_

- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order  
\_\_\_\_\_  
\_\_\_\_\_
- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated  
\_\_\_\_\_  
\_\_\_\_\_
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases  
\_\_\_\_\_  
\_\_\_\_\_
- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs  
\_\_\_\_\_  
\_\_\_\_\_
- Any other relevant factor: *(specify)*  
\_\_\_\_\_  
\_\_\_\_\_
- Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*
  - Ability of each parent to maintain adequate housing for the child(ren)
  - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
  - Any other relevant circumstances: *(specify)*  
\_\_\_\_\_

E. Monthly Child Support Obligation

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

F. Arrearage or Overpayment

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

G. Method to Secure Support Payment(s)

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

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

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

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

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

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

*(Check one of the following three boxes)*

- The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

- OR -

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

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

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

– OR –

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

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

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

H. Duration and Termination of Support & Required Notices

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

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

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

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

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

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

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.**

**IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECT TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

**IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.**

**EIGHTH: HEALTH INSURANCE COVERAGE**

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

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

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

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

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

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

1. Accessibility of Private Health Insurance Coverage.

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

*(Check one of the following three boxes)*

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

2. Reasonableness of Cost of Private Health Insurance Coverage.

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

*(Check one of the following two sections)*

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

– OR –

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

*(Check one of the three sections below)*

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

– OR –

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

– OR –

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

3. Person Required to Provide Private Health Insurance Coverage.

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

*(Check one of the following six boxes)*

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

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

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



C. Health Care Coverage Requirements

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

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**B. Guideline Cash Medical Support Obligation**

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

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

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

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

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

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

– OR –

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

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

(*Check one of the following two boxes*)

The cash medical support obligation is not deviated.

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

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

– OR –

- The cash medical support obligation is deviated.

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

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

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

**TENTH: TAX DEPENDENCY**

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

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

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

**ELEVENTH: OTHER ORDERS**

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

**TWELFTH: TEMPORARY ORDERS**

All temporary orders in this case are terminated.

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

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

**FOURTEENTH: COURT COSTS**

Court costs are: (select one)

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

**FIFTEENTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

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

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff's Attorney Signature

\_\_\_\_\_  
Defendant's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

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

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2

**JUDGMENT ENTRY CONVERTING INTEREST IN REAL ESTATE**

The parties' marriage was terminated in a Judgment Entry filed on \_\_\_\_\_. Pursuant to said Judgment Entry, it is ORDERED that \_\_\_\_\_ is divested of all rights, title, and interest in the real estate as set forth in the legal description, including deed reference and Permanent Parcel Number, attached hereto as Exhibit A and made a part hereof.

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

Court costs shall be:

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

Other: (specify) \_\_\_\_\_

\_\_\_\_\_  
JUDGE

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Petitioner 1

and

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Petitioner 2

<b>WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.</b>
<b>Instructions:</b> This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 19) must be filed with this Petition. If there is/are child(ren), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) and either a Shared Parenting Plan (Uniform Domestic Relations Form 20) or a Parenting Plan (Uniform Domestic Relations Form 21) must be filed with this Petition. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. <b>YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.</b>

**PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS**  
 WITH CHILDREN  WITHOUT CHILDREN

Now come Petitioners and state as follows:

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

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

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

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

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

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

6. Military Service:

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

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

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

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

\_\_\_\_\_  
 Petitioner 1 Signature

\_\_\_\_\_  
 Petitioner 2 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-mail

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 E-mail

\_\_\_\_\_  
 Petitioner 1 Attorney Signature

\_\_\_\_\_  
 Petitioner 2 Attorney Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

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 Address

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 City, State, Zip

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

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 Phone Number

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 E-mail

\_\_\_\_\_  
 Supreme Court Reg No.

\_\_\_\_\_  
 Supreme Court Reg No.



**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

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

Petitioner 1

and

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Petitioner 2

**JUDGMENT ENTRY – DECREE OF DISSOLUTION OF MARRIAGE**  
 WITH CHILDREN  WITHOUT CHILDREN

This matter came on for hearing on \_\_\_\_\_ before  Judge  Magistrate  
\_\_\_\_\_, upon the Petition for Dissolution of Marriage  
filed on \_\_\_\_\_.

Petitioner 1 was present and  was  was not represented by counsel \_\_\_\_\_.  
Petitioner 2 was present and  was  was not represented by counsel \_\_\_\_\_.

**FINDINGS**

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

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

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

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

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

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

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

7. Military Service:

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

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

8. Upon examination under oath, the parties acknowledged that they voluntarily entered into a Separation Agreement which was attached to the Petition,  as modified on \_\_\_\_\_, and is attached hereto as Exhibit A. Petitioners are satisfied with the terms of the Agreement, fully understand same and believe it is a fair and equitable division of their assets and debts. Petitioners desire the Court to approve and adopt the Agreement.
  
9. Upon examination under oath, the parties acknowledged that they voluntarily entered into a  Shared Parenting Plan OR  Parenting Plan which was attached to the Petition,  as modified on \_\_\_\_\_, and is attached hereto as Exhibit B. Petitioners are satisfied with the terms of the Plan, fully understand same and believe it to be in the best interest of their child(ren). Petitioners desire the Court to approve and adopt the Plan.
  
10. \_\_\_\_\_ requests to be restored to the former name of \_\_\_\_\_.
  
11. Petitioners desire to have the marriage dissolved.

**JUDGMENT**

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

**FIRST: DISSOLUTION GRANTED**

The dissolution of marriage is granted.

The Court approves the:

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

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

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

**SECOND: NAME**

\_\_\_\_\_ is restored to the former name of \_\_\_\_\_.

**THIRD: OTHER**

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

**FOURTH: COURT COSTS**

Court costs are:

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

Other: (specify) \_\_\_\_\_

**FIFTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

a certified copy to: \_\_\_\_\_

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

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Petitioner 1 Signature

\_\_\_\_\_  
Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Petitioner 1's Attorney Signature

\_\_\_\_\_  
Petitioner 2's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

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

**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
**DIVISION**  
\_\_\_\_\_  
**COUNTY, OHIO**

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

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2

<p><b>WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.</b></p> <p><b>Instructions:</b> This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. <b>YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.</b></p>
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**SEPARATION AGREEMENT**

The parties, \_\_\_\_\_ and \_\_\_\_\_, state as follows:

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

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

The parties agree as follows:

**FIRST: SEPARATION**

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

**SECOND: PROPERTY**

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

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

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

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

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

Address or Parcel Number of Property	Party
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**B. Titled Vehicles: (select one)**

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

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

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

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

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

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

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

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

**If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:**

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

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

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

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

Plaintiff/Petitioner 1 shall receive:

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



Defendant/Petitioner 2 shall receive:

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

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

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

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

5. Other arrangements regarding household goods and personal property:

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

**D. Financial Accounts: (select one)**

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

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

2.  Plaintiff/Petitioner 1 shall receive the following:

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

3.  Defendant/Petitioner 2 shall receive the following:

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

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

5. Other arrangements regarding financial accounts:

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

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

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

1.  Neither party has an interest in any stocks, bonds, securities, or mutual funds.

2.  Plaintiff/Petitioner 1 shall receive the following:

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

3.  Defendant/Petitioner 2 shall receive the following:

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

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

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

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

**F. Business Interests: (select one)**

1.  Neither party has any interest in any business.

2.  Plaintiff/Petitioner 1 shall receive the following:

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

3.  Defendant/Petitioner 2 shall receive the following:

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

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

5. Other arrangements regarding business interests:

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

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

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

2.  Plaintiff/Petitioner 1 shall receive the following:

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

3.  Defendant/Petitioner 2 shall receive the following:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**H. Life Insurance Policies: (select one)**

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

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

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

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

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

**I. Other Property: (select one)**

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

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

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

4. Other arrangements regarding the property above:

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

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

**THIRD: DEBTS (select one)**

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

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

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

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

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

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

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

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

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

**FOURTH: SPOUSAL SUPPORT**

**A. No Spousal Support Obligation**

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

**B. Spousal Support Obligation**

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

**C. Method of Payment of Spousal Support:**

Spousal support payments shall be made directly to  Plaintiff/Petitioner 1  Defendant/Petitioner 2.  
 Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by:  income withholding or  other \_\_\_\_\_.

**D. Termination of Spousal Support**

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

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

**E. Reservation of Jurisdiction**

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

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

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

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

**G. Arrearage or Overpayment**

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

**FIFTH: NAME**

\_\_\_\_\_ shall be restored  
to the former name of \_\_\_\_\_

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

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

**SEVENTH: OTHER**

The parties agree to the following additional matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EIGHTH: NON-USE OF OTHER'S CREDIT**

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

**NINTH: INCORPORATION INTO JUDGMENT ENTRY**

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into a Judgment Entry.

**TENTH: PERFORMANCE OF NECESSARY ACTS**

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

**ELEVENTH: SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.



**TWELFTH: APPLICABLE LAW**

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

**THIRTEENTH: MUTUAL RELEASE**

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

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

STATE OF OHIO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared \_\_\_\_\_, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION  
COUNTY, OHIO**

IN THE MATTER OF:

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

\_\_\_\_\_  
Name

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

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

Judge \_\_\_\_\_

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

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

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

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

Defendant/Petitioner 2

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

**Instructions:** A parenting time schedule and child support worksheet must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio’s Guide for Parents Living Apart available at <http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>.

**SHARED PARENTING PLAN**

The parents, \_\_\_\_\_, “Plaintiff/Petitioner 1”, and \_\_\_\_\_, Defendant/Petitioner 2”, have \_\_\_\_\_ (number) child(ren) from the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

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

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

### **FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

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

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

#### A. General Responsibilities

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

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

#### C. Parenting Time Schedule

**A parenting time schedule must be attached to this Plan.**

The parents shall have parenting time with the child(ren) according to the attached parenting time schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays and days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation to School and Parenting Time

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

Other agreement regarding transportation to school and parenting time:

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E. School Placement

The designation of a particular parent as the residential parent for the purposes of determining the school placement of the child(ren) does not affect the designation of each parent as the "residential parent," "residential parent and legal custodian," or the "custodial parent of the child(ren)".

Plaintiff/Petitioner 1 shall be designated as the residential parent for school placement purposes of the following child(ren):

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Defendant/Petitioner 2 shall be designated as the residential parent for school placement purposes of the following child(ren):

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Other agreement regarding school placement:

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F. Education Decisions Other than School Placement

Each parent shall consult with the other regarding any important education decisions affecting the child(ren). Important education decisions affecting the child(ren) shall be made by agreement of the parties. Each parent shall be reasonable in attempting to reach an agreement on such matters. In the event the parties cannot agree on education decisions other than school placement, the decision of:

Plaintiff/Petitioner 1 shall be binding on the parents and the following child(ren):

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Defendant/Petitioner 2 shall be binding on the parents and the following child(ren):

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G. Responsibility for Child Activities

1. Participation in Activities

The parents shall give careful consideration of the child(ren)'s best interest and the child(ren)'s wishes in scheduling activities. Neither parent will unreasonably withhold agreement to any particular activity. The parents shall be reasonable with respect to this provision and take into consideration the needs and interests of the child(ren) at all times. The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities:

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Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall divide the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

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

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

Other agreement regarding the division of extracurricular, school-related, or other activity expenses:

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The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

Other agreement regarding reimbursement or payment of expenses:

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H. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

Each parent shall consult the other about the child(ren)'s health care needs and each shall immediately notify the other parent about all major non-emergency health care decisions before authorizing a course of treatment. Each parent has a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at that parent's expense to determine the necessity for treatment.

If the parties cannot agree regarding a course of treatment,  Plaintiff's/Petitioner 1's  Defendant's/Petitioner 2's (**select one**) decision shall control.

I. Current Address and Telephone Number

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

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

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J. Relocation Notice

Pursuant to R.C. 3109.051(G):

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

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

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

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

Subject to R.C. 3125.16 and 3319.321(F), both parents are entitled access to any record related to the child(ren), unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

- None  
 Restrictions or limitations to records access are as follows:
- 
- 

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

In accordance with R.C. 5104.039, both parents are entitled access to any day care center that is or will be attended by the child(ren) unless otherwise restricted.

Restrictions or limitations:

- None  
 Restrictions or limitations to day care access are as follows:
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M. School Activities Access Notice  
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), both parents are entitled access to any student activity related to the child(ren), unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

- None  
 Restrictions or limitations to school activities access are as follows:
- 
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**THIRD: CHILD SUPPORT**

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

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

For purposes of this order:

- Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the child support obligor (*pays support*).  
 Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the child support obligee (*receives support*).



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

**SUPPORT OBLIGOR** (pays support):

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

**SUPPORT OBLIGEE** (receives support):

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

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

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

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

– OR –

is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).  
A deviation is  granted  *not* granted for the following reasons:  
\_\_\_\_\_  
\_\_\_\_\_

D. Other Deviation Factors *(if applicable)*

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

*(Check all that apply)*

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

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Other Court ordered payments

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

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

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

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

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

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

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

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- Extraordinary work-related expenses incurred by either parent
- 
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- Standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married
- 
- 
- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
- 
- 
- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order
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- 
- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated
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- 
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases
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- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs
- 
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- Any other relevant factor: (*specify*)
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- Extraordinary circumstances associated with shared parenting: (*Only if Shared Parenting is ordered - check all that apply*)
- Ability of each parent to maintain adequate housing for the child(ren)
  - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
  - Any other relevant circumstances: (*specify*)
-

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

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

G. Method to Secure Support Payment(s)  
All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

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

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

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

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

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

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

*(Check one of the following three boxes)*

The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

– OR –

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

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

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

– OR –

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

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

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

H. Duration and Termination of Support & Required Notices

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

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

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

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

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

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

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

**FOURTH: HEALTH INSURANCE COVERAGE.**

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

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

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

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

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

- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

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

*(Check one of the following three boxes)*

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

2. Reasonableness of Cost of Private Health Insurance Coverage.

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

*(Check one of the following two sections)*

- The total cost of private health insurance coverage available to  Plaintiff/Petitioner 1 and/or  Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to  Plaintiff/Petitioner 1 and/or  Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

*(Check one of the three sections below)*

- Both parents agree that  Plaintiff/Petitioner 1  Defendant/Petitioner 2 or  Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff/Petitioner 1  Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for  Plaintiff/Petitioner 1  Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:



3. Person Required to Provide Private Health Insurance Coverage.

Plaintiff/Petitioner 1  Defendant/Petitioner 2  Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

*(Check one of the following six boxes)*

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

If both parents are providing private health insurance coverage for the minor child(ren),  Plaintiff's/Petitioner 1's  Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

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

C. Health Care Coverage Requirements

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

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

#### **FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES**

##### **A. Liability for child(ren)'s Health Care Expenses**

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

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

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

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

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

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

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

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

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

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

B. Guideline Cash Medical Support Obligation

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

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

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

C. Deviation in Cash Medical Support (if applicable)

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

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

– OR –

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

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

(Check one of the following two boxes)

The cash medical support obligation is not deviated.

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

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$\_\_\_\_\_, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (Line 23a Child Support Computation Worksheet)

– OR –

The cash medical support obligation is deviated.

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

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

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and the Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceed \$\_\_\_\_\_, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (*Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet*)

**SIXTH: TAX DEPENDENCY**

A.  Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

B.  Other orders regarding tax dependency: (*specify*)

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

If a parent who has a child less than half of the time is entitled to claim the child, the other parent shall execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question.

**SEVENTH: MODIFICATION**

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

**EIGHTH: OTHER**

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

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 Attorney Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION  
COUNTY, OHIO**

IN THE MATTER OF:

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

\_\_\_\_\_  
Name

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

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

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

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

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

Defendant/Petitioner 2

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

**Instructions:** The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at: <http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>

**PARENTING PLAN**

The parents, \_\_\_\_\_ "Plaintiff/Petitioner 1", and \_\_\_\_\_ "Defendant/Petitioner 2", have \_\_\_\_\_ (number) child(ren) from the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

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

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

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

**FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

- A. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- B. The right to be notified in case of an injury to or illness of the minor child(ren).
- C. The right to inspect and receive the minor child(ren)'s medical and dental records and the right to consult with any treating physician, dentist, and/or other health care provider, including, but not limited to, psychologists and psychiatrists.
- D. The right to consult with school officials concerning the minor child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- E. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- F. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited.
- G. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.

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

A. General Responsibilities

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

B. Residential Parent and Legal Custodian

Plaintiff/Petitioner 1 shall be the residential parent and legal custodian of the following child(ren):

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

Defendant/Petitioner 2 shall be the residential parent and legal custodian of the following child(ren):

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

C. Parenting Time Schedule

**A parenting time schedule must be attached to this Plan.**

The parents shall have parenting time with the child(ren) according to the attached parenting time schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays and days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation: (*select one*)

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

Other agreement regarding transportation to school and parenting time:

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E. Responsibility for Child Activities

1. Participation in Activities

The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities:

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Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

Other agreement regarding transportation:

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3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall pay the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

- Plaintiff/Petitioner 1 \_\_\_\_\_
- Defendant/Petitioner 2 \_\_\_\_\_
- Other agreement regarding the payment of extracurricular, school-related, or other activity expenses:

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

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

- Other agreement regarding reimbursement or payment of expenses:

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

F. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

- Other agreement regarding health care responsibilities:

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

G. Current Address and Telephone Number

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

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

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

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

H. Relocation Notice

Pursuant to R.C. 3109.051(G):

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

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

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

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I. Records Access Notice

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

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

Restrictions or limitations:

None

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

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J. Day Care Access Notice

Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the parent who is not the residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center unless otherwise restricted.

Restrictions or limitations:

None

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

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K. School Activities Access Notice

Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the parent who is not the residential parent is entitled access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under

the same terms and conditions as the residential parent unless otherwise restricted. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of Court.

Restrictions or limitations:

None

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

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### THIRD: CHILD SUPPORT

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

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

For purposes of this order:

Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the child support obligor (*pays support*).

Plaintiff/Petitioner 1  Defendant/Petitioner 2 is the child support obligee (*receives support*).

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

#### SUPPORT OBLIGOR (pays support):

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

#### SUPPORT OBLIGEE (receives support):

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

#### A. Guideline Child Support Amount

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

#### B. Overnight Parenting Time Adjustment

The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.

The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation

Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:

exceeds ninety (90) overnights but is *not* more than 146 overnights (\_\_\_\_\_ overnights).

A deviation is *not* granted.

The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

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

- OR -

is equal to or exceeds 147 overnights (\_\_\_\_\_ overnights).

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

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

D. Other Deviation Factors (*if applicable*)

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

(*Check all that apply*)

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

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

Other Court ordered payments

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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- Extraordinary work-related expenses incurred by either parent

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- 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

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

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

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

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

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

- Any other relevant factor: *(specify)*
- 
- 

- Extraordinary circumstances associated with shared parenting: *(Only if Shared Parenting is ordered - check all that apply)*

- Ability of each parent to maintain adequate housing for the child(ren)
- Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
- Any other relevant circumstances: *(specify)*
- 

E. Monthly Child Support Obligation

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

F. Arrearage or Overpayment

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

G. Method to Secure Support Payment(s)

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

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

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

withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

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

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

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

*(Check one of the following three boxes)*

The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

– OR –

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

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

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

– OR –

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

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

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

H. Duration and Termination of Support & Required Notices

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

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

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

- The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

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- The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the \_\_\_\_\_ County Child Support Enforcement Agency of any



reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the \_\_\_\_\_ County Child Support Enforcement Agency may be contempt of Court.

**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.**

**IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

**IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.**

**FOURTH: HEALTH INSURANCE COVERAGE**

A.  Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

B.  Private Health Insurance Coverage IS available for the minor child(ren).

- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

*(Check one of the following three boxes)*

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

*(Check one of the following two sections)*

- The total cost of private health insurance coverage available to  Plaintiff/Petitioner 1 and/or  Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to  Plaintiff/Petitioner 1 and/or  Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

*(Check one of the three sections below)*

- Both parents agree that  Plaintiff/Petitioner 1  Defendant/Petitioner 2 or  Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff/Petitioner 1  Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for  Plaintiff/Petitioner 1  Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

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3. Person Required to Provide Private Health Insurance Coverage.

- Plaintiff/Petitioner 1  Defendant/Petitioner 2  Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

*(Check one of the following six boxes)*

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
- The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
- The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.
- The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

**FIFTH: CASH MEDICAL SUPPORT & CHILDREN’S HEALTH CARE EXPENSES**

A. Liability for child(ren)’s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

The term “health care expense” or “health care records” shall include, but not be limited to, medical, dental, orthodontic, optical, pharmaceutical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health expenses/records related to the treatment of the human body and mind.

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent’s percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents’ combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$\_\_\_\_\_. (Line 23a Child Support Computation Worksheet)

The Obligor’s (pays support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (Line 23b Child Support Computation Worksheet)

The Obligee’s (receives support) guideline **annual** cash medical support obligation is \$\_\_\_\_\_. (Line 23b Child Support Computation Worksheet) The Obligee’s cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

– OR –

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

*(Check one of the following two boxes)*

The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)*

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceeds \$\_\_\_\_\_, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. *(Line 23a Child Support Computation Worksheet)*

– OR –

The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$\_\_\_\_\_ per child, per month, for \_\_\_\_\_ (number) child(ren) for a total of \$\_\_\_\_\_, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. *(Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet)*

Obligee's cash medical support obligation is deviated to \$\_\_\_\_\_ per month. *(Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet)* Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay \_\_\_\_\_% and the Defendant/Petitioner 2 shall pay \_\_\_\_\_% of the health care expenses incurred for a child during a calendar year that exceeds \$\_\_\_\_\_, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. *(Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet)*

**SIXTH: TAX EXEMPTIONS**

A.  Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) for all tax purposes for  even-numbered tax years  odd-numbered tax years  all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: \_\_\_\_\_

B.  Other orders regarding tax exemptions: (*specify*)

\_\_\_\_\_  
\_\_\_\_\_

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15<sup>th</sup> of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

**SEVENTH: MODIFICATION**

This Parenting Plan may be modified by agreement of the parties or by the Court.

**EIGHTH: OTHER**

\_\_\_\_\_  
\_\_\_\_\_

Upon approval by the Court, this Parenting Plan shall be incorporated in the Judgment Entry.

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 Attorney Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION  
COUNTY, OHIO**

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2

**PARENTING JUDGMENT ENTRY**

This case came before the Court on \_\_\_\_\_ for an Order allocating parental rights and responsibilities for the care of the following child(ren):

**Name of Child**

**Date of Birth**

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

according to the attached  Parenting Plan or  Shared Parenting Plan.

The Court approves the Plan and incorporates it into this Judgment Entry as if fully rewritten herein. The parents shall abide by all of the terms and conditions of the Plan.

**OTHER ORDERS**

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**TEMPORARY ORDERS**

All temporary orders in this case shall be terminated.

**COURT COSTS**

Court costs shall be: (*select one*)

Taxed to the deposit. Court costs due above the deposit shall be paid as follows:

Other: (*specify*) \_\_\_\_\_

**CLERK OF COURTS**

The Clerk of Courts shall provide:

a certified copy to: \_\_\_\_\_

a file stamped copy to: Child Support Enforcement Agency

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 Attorney Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

**NOTICE. This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).**



**IN THE COURT OF COMMON PLEAS**  
\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION**  
**COUNTY, OHIO**

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to establish parentage of the child(ren), be designated as the residential parent, or obtain parenting time (companionship and visitation) with the child(ren). A Request for Service (Uniform Domestic Relations Form 31), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) and an Affidavit of Basic Information, Income and Expenses (Uniform Domestic Relations Form - Affidavit 1) must be filed with this Complaint. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COMPLAINT FOR PARENTAGE,  
ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY), AND  
PARENTING TIME (COMPANIONSHIP AND VISITATION)**

Now comes Plaintiff and states as follows:

1. Plaintiff is a parent of the following child(ren):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

2. Defendant, \_\_\_\_\_ (name) is a parent of the following child(ren):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

3. The child(ren) has/have resided in \_\_\_\_\_ County, Ohio since \_\_\_\_\_ (date).

4. A parent-child relationship has been established for the following child(ren):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

5. A parent-child relationship has not been established for the following child(ren):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

6.  No Court has issued an order of parenting or support for the following child(ren):

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

7. Plaintiff requests that the Court: (*check all that apply*)

- Order genetic testing and determine the parent of the child(ren).
- Designate \_\_\_\_\_ (parent's name) as the parent of the child(ren) \_\_\_\_\_ (child(ren)'s name).
- Change the child(ren)'s name to \_\_\_\_\_.
- Correct the child(ren)'s birth certificate(s) to indicate the child(ren)'s parent.
- Adopt the proposed Shared Parenting Plan which is attached.
- Adopt the proposed Parenting Plan which is attached.
- Designate the residential parent and legal custodian of the child(ren).
- Order reasonable parenting time (companionship or visitation).
- Order child support, allocate the income tax dependency exemption, and determine who should provide health insurance coverage for the child(ren).
- Order the Ohio Department of Health to prepare (a) new birth certificate(s) for the child(ren).
- Other: (*specify*) \_\_\_\_\_

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request the enforcement of a Court order and hold the other party in contempt for violating the Court order. A proposed Show Cause Order and Notice (Uniform Domestic Relations Form 25/Uniform Juvenile Form 4) must be filed with this Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**MOTION FOR CONTEMPT, AFFIDAVIT, AND INSTRUCTIONS FOR SERVICE**

Now comes \_\_\_\_\_ (name), the Movant, and requests an order for \_\_\_\_\_ (other party's name) to appear and show cause why he/she should not be held in contempt for violating a Court order regarding the following: *(check all that apply)*

1.  Interference with parenting time or other parenting orders filed on \_\_\_\_\_ (date), as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2.  Failure to pay child support as required by the order filed on \_\_\_\_\_ (date). The total arrearage owed is \$\_\_\_\_\_ as reflected in the attached printout from the County Child Support Enforcement Agency.
  
3.  Failure to pay spousal support as required by the order filed on \_\_\_\_\_ (date). The total arrearage owed is \$\_\_\_\_\_ as reflected in the attached printout from the County Child Support Enforcement Agency, if spousal support is paid through the agency.
  
4.  Failure to pay or reimburse health care expenses incurred for the minor child(ren) as required by the order filed on \_\_\_\_\_ (date). The total amount owed is \$\_\_\_\_\_ as reflected in the attached Explanation of Health Care Bills (Uniform Domestic Relations Form 29/Uniform Juvenile Form 8).
  
5.  Failure to comply with the Court's order(s) filed on \_\_\_\_\_ (date) regarding: *(check all that apply)*
  - Transfer of real estate, as follows: \_\_\_\_\_  
 \_\_\_\_\_
  - Payment of debt, as follows: \_\_\_\_\_  
 \_\_\_\_\_
  - Refinance of debt, as follows: \_\_\_\_\_  
 \_\_\_\_\_
  - Distribution of personal property, as follows: \_\_\_\_\_  
 \_\_\_\_\_
  - Other: *(specify)* \_\_\_\_\_  
 \_\_\_\_\_



## INSTRUCTIONS TO THE CLERK

To the Clerk of Courts:

Please serve the Motion for Contempt, Affidavit, Show Cause Order and Notice and Instructions to the Clerk on the following party as I have indicated below:

\_\_\_\_\_ Plaintiff/Defendant/Petitioner/Respondent/Other Party by:

- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other: (*specify*) \_\_\_\_\_

\_\_\_\_\_  
Signature

**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION  
COUNTY, OHIO**

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**Instructions:** This form is used to bring the other party to Court to defend his/her failure to follow the Court order. A Motion for Contempt, Affidavit, and Instructions for Service (Uniform Domestic Relations Form 24/Uniform Juvenile Form 3) must be filed with this order.

**SHOW CAUSE ORDER AND NOTICE**

TO: \_\_\_\_\_  
PLAINTIFF/DEFENDANT/PETITIONER/RESPONDENT/OTHER PARTY

You are hereby ORDERED to appear and show cause why you should not be held in contempt for failure to obey the Court order as described in the Motion for Contempt.



**NOTICE OF HEARING**  
(The Court will complete this part.)

You are ORDERED to appear in the \_\_\_\_\_ County Common Pleas Court  
\_\_\_\_\_ Division, in Courtroom \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ o'clock and show cause why you should  
not be held in contempt of this Court.

**NOTICE**

1. Failure to appear as ordered may result in the issuance of a bench warrant for an immediate arrest.
2. Failure to appear may result in an immediate income withholding or deduction.
3. You have the right to be represented by an attorney.
4. If you cannot afford an attorney, you must apply for a public defender or appointed counsel, as appropriate, within three business days after receipt of this show cause order.
5. A continuance may not be granted to obtain counsel if you have made no good faith effort to secure one.
6. If found guilty, you may be sentenced as follows:
  - a. First offense – a fine of not more than \$250.00 and/or a definite term of imprisonment of not more than thirty (30) days in jail or both.
  - b. Second offense – a fine of not more than \$500.00 and/or a definite term of imprisonment of not more than sixty (60) days in jail or both.
  - c. Third offense – a fine of not more than \$1,000.00 and/or a definite term of imprisonment of not more than ninety (90) days in jail or both.
7. The Court may grant you limited driving privileges under R.C. 4510.021 if your driver's license was suspended based on a notice issued by a child support enforcement agency because you are in default under a child support order or you have failed to comply with a subpoena or warrant issued by a court or agency with respect to a proceeding to enforce a child support order. You must request limited driving privileges and your request must be accompanied by a recent copy of your driver's abstract driving record from the registrar of motor vehicles.

\_\_\_\_\_  
JUDGE/MAGISTRATE

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request a change in the parenting time (companionship and visitation) order. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**MOTION FOR CHANGE OF PARENTING TIME (COMPANIONSHIP AND VISITATION)**

Now comes \_\_\_\_\_ (name), the Movant, and requests a change in the existing parenting time (companionship and visitation) order filed on \_\_\_\_\_ (date) regarding the following minor child(ren):

**Name of Child**

**Date of Birth**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parental rights and responsibilities are currently allocated as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Movant requests that the Court change the parenting time (companionship and visitation) order because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Movant requests that the Court change the existing parenting time (companionship and visitation) order as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
- Assessing Court costs of the proceedings;  
and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
\_\_\_\_\_  
DIVISION  
COUNTY, OHIO

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request a change in a Shared Parenting Plan, a Parenting Plan, or a change in the designation of the sole residential parent and legal custodian. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form – Affidavit 3) must be filed with this Motion. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**MOTION FOR CHANGE OF PARENTAL RIGHTS AND RESPONSIBILITIES (CUSTODY)**

Now comes \_\_\_\_\_ (name), the Movant, and requests a change in the allocation of parental rights and responsibilities (custody) order filed on \_\_\_\_\_ (date) regarding the following minor child(ren):

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____
_____	_____

Parental rights and responsibilities are currently allocated as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Since the Court issued the existing order, circumstances of the child(ren), residential parent, or legal custodian have changed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Movant requests that the Court change the existing order as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
  - Assessing Court costs of the proceedings;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request a change in child support or child support-related matters. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) and an Affidavit of Basic Information, Income, and Expenses (Uniform Domestic Relations Form–Affidavit 1) must be filed with this Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**MOTION FOR CHANGE OF CHILD SUPPORT, MEDICAL SUPPORT,  
TAX EXEMPTION, OR OTHER CHILD-RELATED EXPENSES**

Now comes \_\_\_\_\_ (name), the Movant, and requests a change in the obligation to provide support or the right to receive support for the minor child(ren) as follows: *(check all that apply)*

- The amount of child support or cash medical support.
- The person responsible for providing health insurance.
- The division of non-insured health care expenses.
- The person who can claim the child(ren) as dependents for tax purposes.
- Other child-related expenses.

Since the Court issued the existing Order, circumstances have changed as follows:

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Movant requests that the Court change the existing order as follows:

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Movant believes that the requested changes are in the child(ren)'s best interest.

Movant requests that the Court order the following: *(check all that apply)*

- Assessing reasonable attorney fees;
  - Assessing Court costs of the proceedings;
- and any further relief deemed proper.

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Attorney or Self Represented Party Signature

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Printed Name

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Address

---

City, State, Zip

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Phone Number

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Fax Number

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E-mail

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Supreme Court Reg No. (if any)





**IN THE COURT OF COMMON PLEAS**

\_\_\_\_\_  
\_\_\_\_\_  
**DIVISION  
COUNTY, OHIO**

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** This form is used when you want to waive the right to receive service of documents filed or to be filed by the other party. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**WAIVER OF SERVICE OF SUMMONS**

Now comes \_\_\_\_\_ (name) and acknowledges that I am  Plaintiff  
 Defendant  Petitioner  Respondent (*select one*). I further acknowledge that I am over the age of eighteen (18), am not under disability, and that I received a copy of the following documents filed or to be filed by the other party: (*check all that apply*)

Complaint for Divorce with Children

- Complaint for Divorce without Children
- Complaint for Parentage, Allocation of Parental Rights and Responsibilities
- Petition for Dissolution
- Motion and Affidavit or Counter Affidavit for Temporary Orders
- Motion for Change of Parental Rights and Responsibilities (Custody)
- Motion for Change of Parenting Time (Companionship and Visitation)
- Motion for Change of Child Support, Medical Support, Tax Exemption, or Other Child-Related Expenses
- Motion for Contempt and Affidavit
- Separation Agreement
- Parenting Plan
- Shared Parenting Plan
- Affidavit of Income and Expenses
- Affidavit of Property
- Parenting Proceeding Affidavit
- Health Insurance Affidavit
- Explanation of Health Care Bills
- Agreed Judgment Entry
- Other: (*specify*)

I waive service of said document(s) by the Clerk of Court.

\_\_\_\_\_  
Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

IN THE COURT OF COMMON PLEAS

\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY, OHIO

IN THE MATTER OF:

\_\_\_\_\_  
A Minor

\_\_\_\_\_  
Name

Case No. \_\_\_\_\_

\_\_\_\_\_  
Street Address

Judge \_\_\_\_\_

\_\_\_\_\_  
City, State and Zip Code

Magistrate \_\_\_\_\_

Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used when you want to request documents to be served on the other party. You must indicate the requested method of service by marking the appropriate box. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**REQUEST FOR SERVICE**

TO THE CLERK OF COURT:

Please serve the following documents: *(check all that apply)*

Complaint for Divorce with Children

- Complaint for Divorce without Children
- Complaint for Parentage, Allocation of Parental Rights and Responsibilities
- Petition for Dissolution
- Motion and Affidavit or Counter Affidavit for Temporary Orders
- Motion for Change of Parental Rights and Responsibilities (Custody)
- Motion for Change of Parenting Time (Companionship and Visitation)
- Motion for Change of Child Support, Medical Support, Tax Exemption, or Other Child-Related Expenses
- Motion for Contempt and Affidavit
- Separation Agreement
- Parenting Plan
- Shared Parenting Plan
- Affidavit of Income and Expenses
- Affidavit of Property
- Parenting Proceeding Affidavit
- Health Insurance Affidavit
- Explanation of Health Care Bills
- Agreed Judgment Entry
- Other: (*specify*) \_\_\_\_\_

Please serve the following parties with the above marked documents:

- Defendant/Petitioner 2/Respondent at \_\_\_\_\_(address) by:
  - Certified Mail, Return Receipt Requested
  - Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
  - Other: (*specify*) \_\_\_\_\_
  
- Plaintiff/Petitioner 1 at \_\_\_\_\_(address) by:
  - Certified Mail, Return Receipt Requested
  - Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
  - Other: (*specify*) \_\_\_\_\_
  
- \_\_\_\_\_County Child Support Enforcement Agency at \_\_\_\_\_(address) by:
  - Certified Mail, Return Receipt Requested
  - Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
  - Other: (*specify*) \_\_\_\_\_

- Other \_\_\_\_\_ at \_\_\_\_\_ (address) by:
- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other: (*specify*) \_\_\_\_\_

SPECIAL INSTRUCTIONS TO SHERIFF:

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\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)