

Court of Common Pleas, Carroll County, Ohio, General Trial Division

Domestic Relations Filing Checklist

The following forms need to be filed for each type of case. The Court may refuse to consider any pleadings or opposition filed without the required documentation. Filing fees are as follows:

Dissolution - \$275.00

Divorces - \$275

Post Decree motions - \$100

<p>Dissolution:</p> <p>Petition for Dissolution of Marriage without Children</p> <p>____ Disclosure of Personal Identifier Information</p> <p>____ Petition for Dissolution (Form 14)</p> <p>____ Waiver of Service of Summons (Form 27)</p> <p>____ Separation Agreement (Form 16)</p> <p>____ Husband's Financial Affidavit (Affidavit 1)</p> <p>____ Wife's Financial Affidavit (Affidavit 1)</p> <p>____ Wife's Affidavit of Property (Affidavit 2)</p> <p>____ Husband's Affidavit of Property (Affidavit 2)</p> <p>*****INCLUDE MIDDLE INITIALS AND DATE OF BIRTH FOR BOTH PARTIES</p>	<p>Petition for Dissolution of Marriage with Children</p> <p>____ Disclosure of Personal Identifier Information</p> <p>____ Petition for Dissolution (Form 14)</p> <p>____ Waiver of Service of Summons (Form 27)</p> <p>____ Separation Agreement (Form 16)</p> <p>____ Shared Parenting Plan <i>if applicable</i> (Form 17)</p> <p>____ Husband's Affidavit of Income & Expenses (Aff 1)</p> <p>____ Wife's Affidavit of Income & Expenses (Affidavit 1)</p> <p>____ Wife's Affidavit of Property (Affidavit 2)</p> <p>____ Husband's Affidavit of Property (Affidavit 2)</p> <p>____ Parenting Proceeding Affidavit (Affidavit 3)</p> <p>____ Health Insurance Affidavit (Affidavit 4)</p> <p>*****INCLUDE MIDDLE INITIALS AND DATE OF BIRTH FOR BOTH PARTIES</p>
<p>Divorce:</p> <p>Divorce without Children</p> <p>____ Disclosure of Personal Identifier Information</p> <p>____ Complaint for Divorce (Form 6)</p> <p>____ Request for Service/ Instructions for Service (Form 28)</p> <p>____ Affidavit of Property (Affidavit 2)</p> <p>____ Affidavit of Income and Expenses (Aff 1)</p> <p>*****INCLUDE MIDDLE INITIALS AND DATE OF BIRTH FOR BOTH PARTIES</p> <p><i>Optional: Motions, Affidavits for Temporary Orders (Affidavit 5)</i></p>	<p>Divorce with Children</p> <p>____ Disclosure of Personal Identifier Information</p> <p>____ Complaint for Divorce (Form 7)</p> <p>____ Request for Service/ Instructions for Service (Form 28)</p> <p>____ Parenting Proceeding Affidavit (Affidavit 3)</p> <p>____ Affidavit of Income and Expenses (Affidavit 1)</p> <p>____ Affidavit of Property (Affidavit 2)</p> <p>____ Health Insurance Affidavit (Affidavit 4)</p> <p>*****INCLUDE MIDDLE INITIALS AND DATE OF BIRTH FOR BOTH PARTIES</p> <p><i>Optional: Motion, Affidavits for Temporary Order (Affidavit 5)</i></p>

Answer to Complaint for Divorce without Children _____Defendant's Answer with Certificate of Service (Form 9) _____Affidavit of Property (Affidavit 2) _____Affidavit of Income and Expenses (Affidavit 1)	Answer to Complaint for Divorce with Children _____Defendant's Answer with Certificate of Service (Form 10) _____Affidavit of Property (Affidavit 2) _____Affidavit of Income and Expenses (Affidavit 1) _____Health Insurance Affidavit (Affidavit 4) _____Parenting Proceeding Affidavit (Affidavit 3)
Motions:	
Motions Regarding Spousal Support _____Motion and Supporting Memorandum _____Affidavit in Support * optional- needed if you are requesting a ruling without an oral hearing first _____Affidavit of Income and Expenses (Affidavit 1) _____Request for Service (Form 28)	Motions Regarding Children and Child Support _____Motion and Supporting Memorandum (Form 20, 23, 24 or Form 25) _____Affidavit in Support * optional- needed if you are requesting a ruling without an oral hearing first _____Request for Service (Form 28) _____Affidavit of Income and Expenses (Affidavit 1) _____Parenting Proceeding Affidavit (Affidavit 3) _____Health Insurance Affidavit (Affidavit 4)
Motion to Show Cause for Contempt _____Parenting Proceeding Affidavit (Affidavit 3) Only if motion involves children _____Motion for Contempt & Affidavit (Form 21) _____Show Cause Order, Notice & Instructions to the Clerk (Form 22)	Motions-General _____Motion (Visitation-Form 23; Custody-Form 24; Change of Child Support, Medical Support, Tax Exemption or other child-related Expenses-Form 25) _____Supporting Memorandum _____Affidavit in Support * optional- needed if you are requesting a ruling without an oral hearing first _____Affidavit of Income & Expenses (Affidavit 1) _____Parenting Proceeding Affidavit (Affidavit 3) _____Request for Service (Form 28)

CARROLL COUNTY CLERK OF COURTS
WILLIAM R. WOHLWEND
LEGAL DEPT. 330.627.4886

To: Area Attorneys

From: William R. Wohlwend, Clerk of Courts

Updates to the Rules of Superintendence for Public Access of Court Records which were scheduled to go into effect on May 1st have been delayed until July 1st of this year. These updates will allow public access to court records while the time delay gives the opportunity to set standards to protect personal information contained in those records.

Rules 44 through 47 speak to the definition of court records, various types of public access, restrictions involved in the public viewing of documents, as well as requesting and obtaining records. Rule 45 (D) addresses the omission of personal identifiers prior to submission of filing a case. This rule states it is the responsibility of the filing party to omit personal identifiers from case information. The **Clerk of Courts is NOT** required to review the case document to confirm the omission nor shall the Clerk refuse to accept or file a documents on this basis.

This rule does permit the court, however, to provide a separate form for personal information which will not be available to the public. For this reason the Carroll County Courts have developed a "Personal Identifiers" form. Please include all personal information you think is necessary or it available to you when filing any type of case involving "sensitive" information. Begin using this form immediately when filing a new case or new motions on old or pending cases. The Clerk of Courts office will not refuse cases for filing because of the contents of personal information or redact private information from cases after filing.

With your cooperation, we will be able to meet the Court's responsibility to the public when providing open records while protecting the private information of those individuals involved.

IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

Case No. _____

Vs.

Judge _____

Precipe regarding the Personal Identifiers exempt
from Public Record under O.R.C. 149.43 (A) (1);
and, or Sup. R 45 (D) (1)

Date ____/____/____

Personal Identifiers in the above titled case are exempt from disclosure under Federal and/or State public records law. The Personal Identifiers have been redacted, omitted or truncated pursuant Sup. 44(H), from the public filing; or the unredacted original or a duplicate has been filed, separately herein, within the attached sealed envelope; or has been delivered to the care of and recorded with the Court's evidence custodian.

(Please check the appropriate box below)

Personal Identifiers:

- ☐ Social Security Number *(except-last four digits permitted)*
- ☐ Financial institution account number *(inclusive: Debit, Credit, Charge Cards)*
- ☐ Employer Identification Number
- ☐ Tax or private proprietary business information

Victim/minor child identity

- ☐ Abuse, Neglect, Dependency case
(Juvenile initials or generic "CV" for child victim permitted)
- ☐ Juvenile court or Detention center related
- ☐ Domestic Violence or Shelter/Residential care facility related

Institutional information

- ☐ Confidential report
- ☐ Judicial or Probation officer notes
- ☐ Public safety, security information, computer codes or systems
- ☐ Medical or psychological evaluation
- ☐ Testing, Licensing, Employment exam. Scoring, questions or keys

(Contact)

(Number)

(Street)

(City)

(State)

(Zip Code)

Phone (____) _____

e-mail _____@_____

_____	:	Case No: _____
Plaintiff(s)	:	PERSONAL IDENTIFIERS
vs	:	
_____	:	
Defendants(s)	:	

The following information is considered to be the confidential “personal identifiers” in this case, which will then be omitted from other documents filed in this case.

SSN: _____

**IN THE CARROLL COUNTY COMMON PLEAS COURT
CARROLLTON, OHIO**

	:	Case No: _____
Plaintiff	:	
	:	
vs.	:	
	:	
	:	
Defendant		

**Confidential Disclosure of Personal Identifiers
(Rule 45(D) of the Rules of Superintendence for the Courts of Ohio)**

REFERENCE LIST

	COMPLETE PERSONAL IDENTIFIER Use this column to list the personal identifiers that have been redacted from the document that is to be placed in this case file.	CORRESPONDING REFERENCE Use this column to list the reference or abbreviation that will refer to the corresponding complete personal identifier.	LOCATION Use this column to identify the document or documents where the reference appears in place of the personal identifier.
1.			
2.			
3.			
4.			

___ check if additional pages are attached.

Signature of person submitting the information

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (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 16) and either a Shared Parenting Plan (Uniform Domestic Relations Form 17) or a Parenting Plan (Uniform Domestic Relations Form 18), if applicable, must be filed with this Petition.

**PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS ☐ WITH CHILDREN ☐ WITHOUT CHILDREN**

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

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

4. Check all that apply:

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

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

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

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that issued the custody or parenting order): _____

6. ☐ The Petitioners have entered into a Separation Agreement which is attached.

If Petitioners have (a) minor child(ren) (select one):

- ☐ The Petitioners have agreed to a Parenting Plan which is attached.
- ☐ The Petitioners have agreed to a Shared Parenting Plan which is attached.

7. The Petitioners further say as follows:

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

8. ☐ The Petitioner _____ requests to be restored to the former name of: _____

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

Your Signature (Husband)

Your Signature (Wife)

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

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No. _____

Street Address

Judge _____

City, State and Zip

vs.

Magistrate _____

Defendant/Respondent/Petitioner

Street Address

City, State and Zip Code

WAIVER OF SERVICE OF SUMMONS

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

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

Supreme Court of Ohio

Uniform Domestic Relations Form – 27

Uniform Juvenile Form – 9

WAIVER OF SERVICE OF SUMMONS

Approved under Ohio Civil Rule 84 and Ohio Juvenile Rule 46

Effective Date: 7/1/2013

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

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

Date

Your Signature

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

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff/Petitioner : Case No. _____

Street Address :

City, State and Zip Code : Judge _____

and : Magistrate _____

Plaintiff/Petitioner :

Street Address :

City, State and Zip Code :

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or the Wife is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

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

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

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

The parties agree as follows:

FIRST: SEPARATION

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

SECOND: PROPERTY

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

A. Real Estate (select one):

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

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

2. Marital Real Estate

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

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

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

4. ☐ Other debt payment arrangements, including refinancing:

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

B. Titled Vehicles (select one):

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

1. ☐ The parties do not own any titled vehicle(s) in either party's name.
2. ☐ The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

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

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

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

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

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

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

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

1. ☐ The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

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

and Wife shall have the following: _____

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

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

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

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

D. Financial Accounts (select one):

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

1. ☐ The parties do not have any financial accounts.
2. ☐ The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ The parties have financial accounts which are not divided.

Husband shall receive the following:

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

and Wife shall receive the following:

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

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

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

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

1. ☐ The parties do not have any stocks, bonds, securities, or mutual funds.
2. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.
Husband shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and Wife shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

F. Business Interests (select one):

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

3. ☐ One or both parties has/have business interests which have not been divided.

Husband shall receive the following:

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

and Wife shall receive the following:

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

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

5. Other arrangements regarding business interests:

-
-

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

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

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

Husband shall receive the following:

Company	Name(s) on Plan	Amount/Share
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

and Wife shall receive the following:

Company	Name(s) on Plan	Amount/Share

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

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

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

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

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

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

- ☐ The parties do not have any life insurance policy(ies) with a cash value.
- ☐ The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
- ☐ The parties' life insurance policy(ies) has/have not been divided.

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

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

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

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

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

I. Other Property (select one):

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

2. ☐ The property shall be awarded as follows:

Description of Property

To Be Kept By

_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other	_____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other	_____

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

4. Other arrangements regarding the property above: _____

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

THIRD: DEBTS (select one):

☐ The parties do not have any debts.

☐ Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

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

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

Bankruptcy (select one):

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

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

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

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

C. Method of Payment of Spousal Support (select one):

☐ If there are no child(ren), the spousal support payment shall be made directly to the ☐ Plaintiff ☐ Defendant.

☐ The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through

the _____ County Child Support Enforcement Agency by income withholding at his/her place of employment.

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

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

D. Termination of Spousal Support

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

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

☐ The remarriage of the person receiving support.

☐ Other (specify): _____

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

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

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

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

G. Arrearage

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

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

☐ Other: _____

FIFTH: NAME

☐ _____ shall be restored to the prior name of: _____

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

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

☐ The parties have minor child(ren) subject to the jurisdiction of the Court, and

a ☐ Parenting Plan or ☐ Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

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

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS

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

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

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

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

THIRTEENTH: MUTUAL RELEASE

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

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

Your Signature (Husband)

Your Signature (Wife)

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner

Street Address

City, State and Zip Code

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>.

SHARED PARENTING PLAN

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

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

FIRST: PARENTS' RIGHTS

The parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the 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 in which parents are invited to participate.
- K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
- L. The right to receive notice of the other parent's intention to relocate.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

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

B. Medical Responsibilities

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

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

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

D. Parenting Time Schedule

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

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

E. School Designation

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

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

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

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

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

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

F. Other orders: _____

G. Public Benefits

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

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

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

I. Transportation (select one):

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

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

J. Current Address and Telephone Number

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

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

K. Relocation Notice

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

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

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

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

L. Records Access Notice

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

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

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to records access are as follows: _____

M. Day Care Access Notice

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

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

Restrictions or limitations:

☐ None

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

N. School Activities Access Notice

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

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

Restrictions or limitations:

☐ None

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

THIRD: HEALTH INSURANCE COVERAGE.

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

Select one:

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

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

B. ☐ Health Insurance Coverage Unavailable to Either Parent

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

C. Division of Uninsured Expenses

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

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

Other orders regarding payment of uninsured medical expenses: _____

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

D. Other Important Information about Medical Records and Expenses

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

FOURTH: CHILD SUPPORT

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

A. Child Support with Private Health Insurance Coverage

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

B. Child Support without Private Health Insurance Coverage

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

C. Child Support Payment

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

D. Deviation of Child Support Amount

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

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

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

☐ Other court-ordered payments as follows: _____

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

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

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

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

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

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

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

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

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

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

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

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

☐ Any other relevant factor: _____

E. Duration of Child Support.

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

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

This Support Order will remain in effect during seasonal vacation periods until the order terminates. The parents agree that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parents have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information

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

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

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

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

The Obligor and/or Obligee required under this Order to provide private health insurance coverage

for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

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

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

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

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

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

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

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

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

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

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

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

H. Arrearage

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

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

☐ Other: _____

FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

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

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

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

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

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

is substantially current in any child support she is required to pay as of December 31 of the tax year

in question: _____

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

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

SIXTH: MODIFICATION

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

SEVENTH: OTHER

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

Your Signature (Father)

Your Signature (Mother)

Date

Date

**COURT OF COMMON PLEAS
COUNTY, OHIO**

Plaintiff/Petitioner		Case No. _____	
		Judge _____	
v./and		Magistrate _____	
Defendant/Petitioner			

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 amounts. Do not leave any category blank. Write "none" where appropriate. 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 INCOME AND EXPENSES

Affidavit of _____
(Print Your Name)

Date of marriage _____ Date of separation _____

SECTION I - INCOME

	<u>Husband</u>	<u>Wife</u>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	<input type="checkbox"/> 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>Husband</u>	<u>Wife</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>Husband</u>	<u>Wife</u>
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
Other income (type and source)		
_____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS

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

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

In addition to the above children there is/are in your household:

_____ adult(s)
_____ other minor and/or dependent child(ren).

SECTION III – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

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

B. OTHER MONTHLY LIVING EXPENSES

Food	
o Groceries (including food, paper, cleaning products, toiletries, other)	\$ _____
o Restaurant	\$ _____
Transportation	
o Vehicle loans, leases	\$ _____
o Vehicle maintenance (oil, repair, license)	\$ _____
o Gasoline	\$ _____
o Parking, public transportation	\$ _____
Clothing	
o Clothes (other than children's)	\$ _____
o Dry cleaning, laundry	\$ _____
Personal grooming	
o Hair, nail care	\$ _____
o Other	\$ _____
Cell phone	\$ _____
Internet (if not included elsewhere)	\$ _____
Other	\$ _____
TOTAL MONTHLY \$ _____	

C. MONTHLY CHILD-RELATED EXPENSES
(for children of the marriage or relationship)

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

D. INSURANCE PREMIUMS

Life	\$	
Auto	\$	
Health	\$	
Disability	\$	
Renters/personal property (if not included in part A above)	\$	
Other	\$	
TOTAL MONTHLY		\$

E. MONTHLY EDUCATION EXPENSES

Tuition		
o Self	\$	
o Child(ren)	\$	
Books, fees, other	\$	
College loan repayment	\$	
Other	\$	
	\$	
TOTAL MONTHLY:		\$

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

Physicians	\$	
Dentists	\$	
Optometrists/opticians	\$	
Prescriptions	\$	
Other	\$	
	\$	
TOTAL MONTHLY:		\$

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$	
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$	
Spousal support paid to former spouse(s)	\$	
Subscriptions, books	\$	
Entertainment	\$	

Charitable contributions	\$	
Memberships (associations, clubs)	\$	
Travel, vacations	\$	
Pets	\$	
Gifts	\$	
Bankruptcy payments	\$	
Attorney fees	\$	
Required deductions from wages (excluding taxes, Social Security and Medicare) (type) _____	\$	
Additional taxes paid (not deducted from wages) (type) _____	\$	
Other _____	\$	
	\$	
TOTAL MONTHLY:	\$	

H. MONTHLY INSTALLMENT PAYMENTS

(Do not repeat expenses already listed.)

Examples: car, credit card, rent-to-own, cash advance payments

To whom paid	Purpose	Balance due	Monthly payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		TOTAL MONTHLY:	\$

GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$

OATH

(Do not sign until notary is present.)

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

Your Signature

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

Notary Public

My Commission Expires:

COURT OF COMMON PLEAS

 COUNTY, OHIO

Plaintiff/Petitioner

v./and

Case No. _____

Judge _____

Magistrate _____

Respondent/Petitioner

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. 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

Affidavit of _____

(Print Your Name)

I. REAL ESTATE INTERESTS

	<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1.	_____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
2.	_____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
TOTAL SECTION I: REAL ESTATE INTERESTS					\$ _____

II. OTHER ASSETS

<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)		
1.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
5.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
6.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
C. Pensions & Retirement plans (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)			
1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
D. Publicly Held Stocks, Bonds, Securities & Mutual Funds			
1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
E. Closely Held Stocks & Other Business Interests and Name of Company (Type of ownership and number)			
1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

F. Life Insurance Type (Term/Whole Life)	(Any cash value or loans)		(Insured party & value upon death)
1. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
2. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
3. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
4. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____

<u>Category</u>	<u>Description</u>	<u>Who Has Possession</u>	<u>Value/Date of Value</u>
G. Furniture & Appliances			
(Estimate value of those in your possession, and value of those in your spouse's possession)			
1. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
2. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
3. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
4. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____

H. Safe Deposit Box	(Give location and describe contents)	<u>Titled To</u>	
1. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____
2. _____ _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____ _____

I. Transfer of Assets

Explanation: List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

CategoryDescription

(Also list who has possession)

Titled ToValue/Date of Value**J. All Other Assets Not Listed Above**

Explanation: List any item you have not listed above that is considered an asset.

1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

TOTAL SECTION II: OTHER ASSETS \$ _____

III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances

If you are making any claims in any of the categories below, explain the nature and amount of your claim. **This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.**

<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS \$ _____

IV. DEBT

List ALL OF YOUR DEBTS, the debts of your spouse, 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.**

<u>Type</u>	<u>Name of Creditor/Purpose of Debt</u>	<u>Account Name</u>	<u>Name(s) on Account</u>	<u>Total Debt Due</u>	<u>Monthly Payment</u>
A. Secured Debt (Mortgages, Car, etc.)					
1. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
B. Unsecured Debt, including credit cards					
1. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5. _____	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
TOTAL SECTION IV: DEBT				\$ _____	

V. BANKRUPTCY

	<u>Filed by: Wife, Husband, Both</u>	<u>Date of Filing: Case Number</u>	<u>Date of Discharge or Relief from Stay</u>	<u>Type of Case (Ch. 7, 11, 12, 13)</u>	<u>Current Monthly Payments</u>
1.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
2.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
TOTAL SECTION V: BANKRUPTCY					\$ _____

OATH

(Do Not Sign Until Notary is Present)

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

Your Signature

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

Notary Public

My Commission Expires: _____

COURT OF COMMON PLEAS

 COUNTY, OHIO

Plaintiff/Petitioner

v./and

Case No. _____

Judge _____

Magistrate _____

Defendant/Petitioner/Respondent

Instructions: Check local court rules to determine when this form must be filed.

By law, an affidavit must be filed and served with the first pleading filed by each party in every parenting (custody/visitation) proceeding in this Court, including Dissolutions, Divorces and Domestic Violence Petitions. 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 _____

(Print Your Name)

Check and complete ALL THAT APPLY:

1. ☐ I request that the court not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal to protect the health, safety, or liberty of myself and/or the child(ren).
2. ☐ Minor child(ren) are subject to this case as follows:

Insert the information requested below for all minor or dependent children of this marriage. 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: ☐ Male ☐ Female

Period of Residence

Check if
Confidential

Person(s) With Whom Child Lived
(name & address)

Relationship

to present

☐ Address
Confidential?

to

☐ Address
Confidential?

to

☐ Address
Confidential?

to

☐ Address
Confidential?

b. Child's Name: _____ **Place of Birth:** _____
Date of Birth: _____ **Sex:** ☐ Male ☐ Female

☐ Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>		<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____	to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____

c. Child's Name: _____ **Place of Birth:** _____
Date of Birth: _____ **Sex:** ☐ Male ☐ Female

☐ Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>		<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____	to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____	to _____	<input type="checkbox"/> Address Confidential?	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CHILDREN, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

3. 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. For each case in which you participated, give the following information:

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

IF MORE SPACE IS NEEDED FOR ADDITIONAL CUSTODY CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

4. **Information about other civil case(s) that could affect this case: (Check only one box.)**

- ☐ I **HAVE NO INFORMATION** about any other civil 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 other civil 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. Do not repeat cases already listed in Paragraph 3. Explain:

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

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

5. **Information about criminal case(s):**

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.

<u>Name</u>	<u>Case Number</u>	<u>Court/State/County</u>	<u>Convicted of What Crime?</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX ☐.

6. Persons not a party to this case who has physical custody or claims to have custody or visitation rights to children subject to this case: (Check only one box.)

☐ I **DO NOT KNOW OF ANY PERSON(S)** not a party to this case who has/have physical custody or claim(s) 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 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: _____

OATH

(Do Not Sign Until Notary is Present)

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

Your Signature

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

Notary Public

My Commission Expires: _____

**COURT OF COMMON PLEAS
COUNTY, OHIO**

Plaintiff/Petitioner		Case No.	
		Judge	
v./and		Magistrate	
Defendant/Petitioner			

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 _____
(Print Your Name)

Mother

Father

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

☐ Yes ☐ No

☐ Yes ☐ No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

☐ Yes ☐ No

☐ Yes ☐ No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

If you are not enrolled, do you 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 child(ren)'s home?

☐ Yes ☐ No

☐ Yes ☐ No

Mother**Father**

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ _____

\$ _____

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ _____

\$ _____

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

☐ Yes ☐ No☐ Yes ☐ No

Your spouse?

☐ Yes ☐ No☐ Yes ☐ No

Minor child(ren) of this relationship?

☐ Yes ☐ No☐ Yes ☐ No

Number _____

Number _____

Other individuals?

☐ Yes ☐ No☐ Yes ☐ No

Number _____

Number _____

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

Address

Phone number

OATH

(Do not sign until notary is present.)

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

Your Signature

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

Notary Public

My Commission Expires: _____

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

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

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE

☐ WITH CHILDREN ☐ WITHOUT CHILDREN

This matter came on for hearing on _____ before ☐ Judge ☐ Magistrate
_____, upon the Petition for Dissolution of Marriage filed on _____.

Present at the hearing were the following persons: _____

FINDINGS

1. At the time of the filing of the Petition, the ☐ Husband ☐ Wife ☐ Both parties was/were (a) resident(s) of the State of Ohio for at least six months.
2. The ☐ Husband ☐ Wife ☐ Both parties was/were (a) resident(s) of _____ County for at least 90 days immediately before the filing of the Petition.
3. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state).

4. Check all that apply:

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

Name of Child

Date of Birth

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

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child with the Court that has issued the custody or parenting order): _____

6. Petitioner _____ requests to be restored to the former name of:

7. The parties personally appeared before this Court, and more than 30 and less than 90 days have elapsed after the filing of the Petition.

8. Upon examination under oath, the parties acknowledge that they have agreed on the ☐ Shared Parenting Plan or ☐ Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

9. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition, ☐ as modified on _____ and the parties are satisfied with the terms of the Separation Agreement and Plan and fully understand the same. Each Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.

JUDGMENT

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

FIRST: DISSOLUTION GRANTED

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

The parties shall fulfill each and every obligation imposed by the ☐ Agreement and ☐ Plan as submitted
and modified, if applicable. The Plan is approved and this entry shall constitute a Parenting Decree
under R.C. 3109.04(D).

☐ **SECOND: NAME**

Petitioner _____ is restored to the
prior name of: _____

☐ **THIRD: OTHER** _____

FOURTH: COURT COSTS

Court costs shall be (select one):

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

☐ Other (specify): _____

JUDGE

Your Signature (Husband)

Your Signature (Wife)

Husband's Attorney

Wife's Attorney