

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

Plaintiff
Street Address
City, State and Zip Code
vs.
Defendant
Street Address
City, State and Zip Code
Case No.
Judge
Magistrate

FINAL JUDGMENT FOR DIVORCE WITH CHILDREN

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

FINDINGS

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

- A. Check all that apply:
The Defendant was properly served with summons, copy of the Complaint, and notice of the hearing.
The Defendant's waiver of service of summons and Complaint have been filed in this case.
The Defendant filed an Answer.
The Defendant failed to file an Answer or plead, despite being properly served with summons, copy of the Complaint, and notice of the hearing.
The Plaintiff replied to the Defendant's Counterclaim.
The Plaintiff failed to reply to the Defendant's Counterclaim.

- B. Present at the hearing were the: Plaintiff, Defendant,
 _____ appearing as counsel for the Plaintiff.
 _____ appearing as counsel for the Defendant.
- C. The Plaintiff and/or Defendant was/were a resident(s) of the State of Ohio for at least six months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:
 The Plaintiff was a resident of this county for at least 90 days.
 The Defendant was a resident of this county.
 Other grounds for venue were: _____
- E. The Plaintiff and Defendant were married to one another on _____ (date of marriage) in _____ (city or county, and state). The termination of marriage is the date of final hearing or as specified: _____

- F. Check all that apply regarding child(ren):
 There is/are no child(ren) expected from this marriage or relationship.
 There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
 There is/are no child(ren) from this marriage or relationship.
 The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) child(ren) 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
_____	_____
_____	_____
_____	_____

Plaintiff is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

Defendant is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

- G. The following child(ren) from the marriage or relationship are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that has issued the custody or parenting order): _____

H. Select one:

- Neither the Plaintiff nor Defendant is in the military service of the United States.
- The Plaintiff and/or Defendant is in the military service of the United States and the service did not impact the ability to defend this action.

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

- The Defendant has not filed a response or made an appearance.
- The Plaintiff has not filed a response or made an appearance.

J. The parties that appeared have no knowledge of any other property and debts of any kind in which either party has an interest.

K. The parties that appeared have had the opportunity to value and verify all marital property, separate property, and other debts.

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

M. Select one:

- A Magistrate's Decision was filed on: _____
 - No objections were filed. The Court approves the terms contained in the Decision and finds the terms are fair and equitable.
 - All objections were ruled upon by a separate entry.
 - The parties have presented the Court with a written Separation Agreement or have read into the record a settlement of all issues, which the Court finds to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
 - The Court has made a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties after review and consideration of all evidence presented.
 - Other: _____
-
-

N. The divorce is granted on the following ground(s) (check all that apply):

- The Plaintiff and Defendant are incompatible.
- The Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one year.
- The Defendant or Plaintiff had a Spouse living at the time of the marriage.

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

JUDGMENT

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

FIRST: DIVORCE GRANTED

A divorce is granted, and both parties shall be released from the obligations of their marriage except for those obligations listed below or as set out in the attached Separation Agreement

- Shared Parenting Plan Parenting Plan Magistrate’s Decision and/or
- Other: _____

which is incorporated in this entry.

SECOND: PROPERTY

The parties’ property shall be divided as follows:

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

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

C. The Plaintiff is awarded the following separate property: _____

D. The Defendant is awarded the following separate property: _____

E. Other orders regarding property (specify): _____

F. Within 30 days the parties will take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of pensions and retirements.

G. Other orders regarding transfers: _____

THIRD: DEBT

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

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

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

C. 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/or 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.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

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

B. Spousal Support Awarded

The Plaintiff Defendant shall pay spousal support to the Plaintiff Defendant in the amount of \$ _____ per month plus 2% processing charge commencing on _____ and due on the _____ day of the month.

This spousal support shall continue indefinitely for a period of _____

The Court shall not retain jurisdiction to modify spousal support.

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

C. Termination of Spousal Support

This spousal support shall terminate sooner 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): _____

D. Method of Payment of Spousal Support:

- 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 the party's place of employment.

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

- The spousal support paid shall be deducted from income of the person paying the support and included 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

_____ is restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

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

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

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

Plaintiff Defendant shall have parenting time with the minor child(ren) who is/are not residing with him/her according to the attached schedule.

The parents have entered into a Shared Parenting Plan or Parenting Plan which has been filed with the Court and is adopted by the Court.

B. Relocation Notice

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

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

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

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

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

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

Other orders: _____

C. Records Access Notice

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

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

Restrictions or limitations:

None

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

D. Day Care Access Notice

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

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

Restrictions or limitations:

None

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

E. School Activities Access Notice

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

Subject to section 3319.321(F), the parent who is not the residential parent is entitled to access to any student activity that is related 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 non-residential parents regarding school activities access are as follows: _____

SEVENTH: 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: Plaintiff Defendant Both parents. Plaintiff Defendant
 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), Plaintiff's Defendant'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, the party 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 the 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: _____

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

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

Other orders regarding 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.

EIGHTH: CHILD SUPPORT

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

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren), Plaintiff Defendant, the 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 is **not** available for child(ren), Plaintiff Defendant, 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

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 calculated pursuant to the child support schedule \$ _____ is unjust or inappropriate and is not in the best interest of the minor child(ren) for the following reason(s), as provided in R.C. 3119.22, 3119.23, and 3119.24, and shall be adjusted as follows:

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 is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 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 Court finds by agreement that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The Court finds the parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and that child support will extend beyond the time when it would otherwise end. The name of the child 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 considered a gift, unless the payment is made to discharge an obligation other than support.

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

NINTH: TAX EXEMPTION

Income tax dependency exemptions (check all that apply):

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

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

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

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other

required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

TENTH: OTHER ORDERS

ELEVENTH: COURT COSTS

Court costs shall be (select one):

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

Other (specify): _____

TWELFTH: CLERK OF COURTS

The Clerk of Courts shall provide:

a certified copy to: _____

a file stamped copy to: _____

NOTICE. Pursuant to Civil Rule 58(B), the Clerk is directed to serve upon the parties a notice of the filing of this Judgment Entry and of the date of entry upon the Journal.

Date

JUDGE