

IN THE COURT OF COMMON PLEAS
Domestic Relations Division
MONTGOMERY COUNTY, OHIO

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

JUDGMENT ENTRY – DECREE OF LEGAL SEPARATION

This matter came on for final hearing on _____ Before ☐ Judge ☐ Magistrate
_____ upon the Plaintiff's Complaint for Legal Separation filed on
_____ and/or Defendant's Counterclaim filed on _____
and upon the following: _____ .

FINDINGS

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

A. Check all that apply:

- ☐ Defendant was properly served with Summons, copy of the Complaint, and both parties received Notice of Hearing.
- ☐ Defendant filed a Waiver of Service.
- ☐ Defendant filed an Answer to Plaintiff's Complaint.
- ☐ Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons, and a copy of the Complaint.
- ☐ Defendant filed a Counterclaim.
- ☐ Plaintiff filed a Reply to Defendant's Counterclaim.
- ☐ Plaintiff failed to reply to the Defendant's Counterclaim.

B. ☐ Plaintiff was present at the Hearing.

☐ appeared as counsel for the Plaintiff.

☐ Plaintiff failed to appear.

☐ Defendant was present at the Hearing.

☐ appeared as counsel for the Defendant.

☐ Defendant failed to appear.

C. At the time the Complaint and/or Counterclaim was/were filed:

☐ Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.

☐ Defendant was a resident of this county.

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

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

F. The legal separation is ☐ the date of final hearing or ☐ the date specified: _____

G. Children:

☐ There is/are no child(ren) from this marriage or relationship.

☐ Neither party is pregnant OR ☐ a party is pregnant.

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

Name of Child

Date of Birth

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

Name of Child

Date of Birth

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

Name of Child

Date of Birth

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

Name of Child

Date of Birth

Name of Court or Agency

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

Name of Child

Date of Birth

H. Military Service:

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

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

I. The Legal Separation should be granted on the following ground(s):

☐ Plaintiff and Defendant are incompatible.

☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.

☐ Plaintiff or ☐ Defendant had a Spouse living at the time of the marriage.

☐ Plaintiff or ☐ Defendant has been willfully absent for one (1) year.

☐ Plaintiff or ☐ Defendant is guilty of adultery.

☐ Plaintiff or ☐ Defendant is guilty of extreme cruelty.

☐ Plaintiff or ☐ Defendant is guilty of fraudulent contract.

☐ Plaintiff or ☐ Defendant is guilty of gross neglect of duty.

☐ Plaintiff or ☐ Defendant is guilty of habitual drunkenness.

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

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

K. The Court finds that:

- ☐ the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
- ☐ the parties presented the Court with a written Shared Parenting Plan or Parenting Plan, or read a settlement of all issues involving their parental rights and responsibilities into the record. The
- ☐ Shared Parenting Plan ☐ Parenting Plan is attached hereto as Exhibit B. The Court finds the the agreed allocation of parental rights and responsibilities is in the minor child(ren)'s best interest and that the parties entered into it knowingly and voluntarily.
- ☐ A Magistrate's Decision was filed on: _____
- ☐ no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.
- ☐ the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.
- ☐ the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

The parties have the following marital assets:

Asset	Value

The parties have the following marital debts:

Debt	Balance

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

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

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

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

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

- M. The Court further finds that:_____

JUDGMENT

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

FIRST: LEGAL SEPARATION GRANTED

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

SECOND: PROPERTY

The parties' property shall be divided as follows:

- A. Plaintiff is awarded the following separate property:

- B. Defendant is awarded the following separate property:

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

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

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

F. Other orders regarding property: _____

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

H. Other orders regarding transfers: _____

THIRD: DEBT

The parties' debts shall be divided as follows:

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

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

C. Bankruptcy

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

D. Neither party shall incur liabilities against the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

- ☐ Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Awarded

- ☐ Plaintiff ☐ Defendant shall pay spousal support to the ☐ Plaintiff ☐ Defendant in the amount of \$_____ per month commencing on _____.
This spousal support shall continue ☐ for a period of _____ months OR ☐ until further order of this Court.

C. Termination of Spousal Support

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:

- ☐ Spousal support payments shall be made directly to ☐ 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 the party's place of employment.

E. **Reservation of Jurisdiction**

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

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

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

F. Other orders regarding spousal support:

G. Arrearage or Overpayment

- ☐ Any temporary spousal support arrearage or overpayment will survive this judgment entry.
- ☐ Any temporary spousal support arrearage or overpayment will not survive this judgment entry.
- ☐ Other: _____

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

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

☐ Plaintiff 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):

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

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

B. Relocation Notice

Pursuant to 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. Each parent (obligor and obligee) shall share responsibility in uninsured medical expenses Incurred for a child during a calendar year that exceed the total cash medical support amount (\$388.70 per child) owed by the parents during that year in amounts each to that parent's Percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet _____% Obligor and _____% Oblige, unless otherwise agreed as follows:

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 Amount

☐ Plaintiff ☐ Defendant, the Obligor, shall pay child support in the amount of

\$ _____	Child support of \$ _____ per month per child for # _____ child(ren)
\$ _____	Cash medical support of \$ _____ per month per child for # _____ child(ren)
\$ _____	Child support arrearage repay per month
\$ _____	Spousal support per month
\$ _____	Spousal support arrearage repay per month
\$ _____	Total Support and arrearage repay obligation per month
+ _____	2% processing fee on support & arrearage repay obligations
\$ _____	Total monthly support obligation with fee

Effective Date: _____

B. Additional Child Support Information

Each party will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child(ren) of the order in each household. The annual cash medical amount is \$510.21 per child for each child of the order. Any medical expenses over \$510.21 per year will be considered extraordinary medical expenses to be shared in amounts equal to that parent's percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet _____% Obligor and _____% Oblige, unless agreed as follows: _____

C. Child Support Payment

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.

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

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

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, REDIRECTION, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVERS LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM

YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

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 (The award of a tax dependency exemption may affect the ability to secure health insurance through the Marketplace.)

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: TAX RETURN OPTIONS

[Current Tax Year]

☐

The parties acknowledge that they have filed their tax returns for the CURRENT tax year.

☐

The parties acknowledge that they have NOT filed their tax returns for the CURRENT tax year and that they will file their tax returns as follows: _____

[Prior Tax Years]

☐ The parties acknowledge that they have filed their tax returns for ALL PRIOR tax years.

☐ The parties acknowledge that they have NOT filed their tax returns for ALL PRIOR tax years and that they will file their tax returns as follows: _____

[Tax Refunds/Deficiencies]

☐ The parties acknowledge that there are NO TAX DEFICIENCIES OWING on prior tax returns, that they do not owe any interest or penalties with respect hereto, and no tax deficiency proceeding is pending or threatened against them and that they do not know of any audit with respect to any such prior returns.

☐ The parties acknowledge that there are TAX DEFICIENCIES OWING for prior tax years and that they are disposing of the prior tax delinquency as follows: _____

☐ The parties acknowledge that there is NO TAX REFUND for prior tax years which needs to be divided between the parties.

☐ The parties acknowledge that there is a TAX REFUND for prior tax years and which shall be divided between the parties as follows: _____

ELEVENTH: OTHER ORDERS

TWELFTH: COURT COSTS

Court costs shall be (select one):

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

☐ Other (specify): _____

THIRTEENTH: 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

PLAINTIFF' SIGNATURE

PLAINTIFF'S PHONE NUMBER

DEFENDANT'S SIGNATURE

DEFENDANT'S PHONE NUMBER

NOTICE OF FINAL APPEALABLE ORDER

Copies of foregoing order, which may be a final appealable order, shall be served upon the parties by the Clerk in a manner prescribed by Civ.R. 5(B) within three days of entering this judgment upon the journal. The Clerk shall then note the service in the appearance docket pursuant to CIV.R. 58(B). Service shall then be deemed complete.

CHILD SUPPORT COMPUTATION WORKSHEET

The Child Support Computation Worksheet is an electronic form and can be completed at the Court on one of the public computers. If the user chooses to complete a computation worksheet at another location, please make sure the worksheet conforms with the Court's local rules [See, specifically, Local Rule 4.23(D)(1)].

Montgomery County Support Enforcement Agency New Case Number Work Sheet

This is the information necessary to enter a case into the SETS system up to the point of the SESO (Support Order) screen. It is vital that we get as much of this information as possible so that we can properly clear the participants and load the case into the SETS system.

Court Order #: _____ SETS Case #: _____ SEA Case #: _____ Judge _____

Custodial Parent/Caretaker Information: (PL) (DF) (P1) (P2)					Absent Parent Information: (PL) (DF) (P1) (P2)				
Name					Name				
Address1					Address1				
Address2					Address2				
City					City				
State		Zip Code			State		Zip Code		
Birthdate		SSN			Birthdate		SSN		
Race		Sex		Phone #	Race		Sex		Phone #
Employer					Employer				
Emp Add1					Emp Add1				
Emp Add2					Emp Add2				
City					City				
State		Zip Code			State		Zip Code		
Insured?		Insurance available?			Insured?		Insurance available?		
Begin Date:		Plan Type	Group	Indiv	Begin Date:		Plan Type	Group	Indiv
Insurance Co					Insurance Co				
Ins Addr1					Ins Addr1				
City/State/Zip					City/State/Zip				
Plan Type	Plan Name	Group #	Policy #		Plan Type	Plan Name	Group #	Policy #	
Medical					Medical				
Dental					Dental				
Drug					Drug				
Emp Assistance					Emp Assistance				
Uninsured Expenses		Obligee Percentage: %			Obligor Percentage: %				
Child Information:									
First Name	Middle Name	Last Name		Birthdate	Social Security Number		Disabled?	Pat Est?	BOW?

Date entered into SETS: _____ Date Skeleton on COS-E: _____ DEO Initials: _____
Remember: You only need to build one case in SETS if the order is for both Child and Spousal Support. Therefore only one SEA Number is needed. Make sure you comment the COS-E IM Screen with the SETS Case Number and close it properly on the IG screen.

**STANDARD ORDER OF PARENTING TIME
MONTGOMERY COUNTY DOMESTIC RELATIONS COURT**

EFFECTIVE 4-1-24

Parents are encouraged to agree on a fair written parenting time schedule that fits their circumstances and their children's lives, with the following serving as a schedule when the parents cannot agree. The parents may change this schedule by agreement. In the event of conflicting dates and times, the following is the order of priority: Children's Birthdays; Mother's/Father's Day; Holidays; Summer/Breaks; Weekends; then Weekdays. If the parents have more than one child, the parenting time will be exercised with all children together. Each parent has a duty to facilitate and encourage the other parent's parenting time with the children.

1. **WEEKENDS:** The non-residential parent shall have parenting time on alternate weekends from Friday at 6:00 p.m. to Sunday at 6:00 p.m. (Exception – not applicable during summer vacation)
2. **WEEKDAY:** The non-residential parent shall have parenting time from 6:00 p.m. to 9:00 p.m. each Wednesday evening or another weekday evening by agreement. (Exception – not applicable during summer vacation)
3. **HOLIDAYS:** The non-residential parent shall have the children on the holidays in Column 1 in odd-numbered years and the holidays in Column 2 in the even-numbered years. The residential parent shall have the children on the holidays in Column 1 in even-numbered years and the holidays in Column 2 in odd-numbered years:

COLUMN 1: Martin Luther King, Jr. Day
Easter Sunday
Juneteenth (June 19)
Labor Day

COLUMN 2: Presidents Day
Memorial Day
Fourth of July
Thanksgiving Day

Parenting time shall be from 9:00 a.m. the day of the holiday until 9:00 p.m. When the holiday falls on a Monday immediately following a non-residential parenting time weekend, the non-residential parent shall be entitled to keep the children continuously from 6:00 p.m. Friday to 6:00 p.m. Monday.

4. **MOTHER'S/FATHER'S DAY:** On Mother's Day (the 2nd Sunday in May) and Father's Day (the 3rd Sunday in June), the parties shall agree in writing which parent shall have the child(ren) from 9:00 a.m. until 9:00 p.m. In the absence of a written agreement, in all even-numbered years the residential parent is awarded the 2nd Sunday in May and the non-residential parent is awarded the 3rd Sunday in June. In all odd-numbered years the reverse shall apply.
5. **CHRISTMAS BREAK:** In all even-numbered years, the residential parent shall have the children from 9:00 a.m. the day after school recesses (or 9:00 a.m. on December 20 if the children are not in school), until 9:00 p.m. December 24 and the non-residential parent shall have the children from 9:00 p.m. December 24 through 6:00 p.m. January 1. In all odd-numbered years the reverse shall apply.
6. **BIRTHDAYS:** In odd-numbered years, the non-residential parent shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m. In even-numbered years, residential parent shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m.
7. **SPRING BREAKS:** In odd-numbered years the non-residential parent shall have all the children for the spring break from school, starting at 9:00 a.m. the day after school recesses to 6:00 p.m. the Sunday before school resumes. The residential parent shall have the children for spring break in the even-numbered years. If all the children are not of school age, the Saturday before Easter through the Friday after Easter shall be substituted.
8. **SUMMER VACATION:** The parties shall exercise summer parenting time in alternating one week increments beginning the first Friday after the last day of school. Each period shall begin on Friday at 6:00 p.m. until the following Friday at 6:00 p.m. The alternate parenting week schedule shall continue until the children are scheduled to return to school. In the odd numbered years, the non-residential parent shall start the first week. In the even numbered years, the residential parent shall start the first week.

If either party is employed by an employer that has an annual mandatory shut-down, that party shall have priority for parenting time during that period. If both parents have an identical shut-down period, the non-residential parent shall have priority. If the mandatory shut-down period creates a conflict with the alternating week schedule, the parties shall trade an equal amount of time as make-up for the lost shut-down parenting time.

Mid weekday and alternating weekend parenting time shall be suspended during summer vacation parenting time. Child support will not be reduced during summer parenting time.

Each parent shall provide the other parent with destination, time of departure and arrival, phone number for emergency purposes, and mode of travel and flight numbers. In all cases, this summer vacation schedule ends at 6:00 p.m. the Friday before classes resume. That Friday the children shall be returned to the residential parent. Effective that Friday, the weekend and weekday parenting times pursuant to paragraphs 1 and 2 above shall resume. The non-residential parent's first alternating weekend shall begin the following weekend.

9. **LATE PICK-UP:** The residential parent shall have the children ready for pick-up at the start of all parenting time. The children and the residential parent have no duty to wait for the non-residential parent to arrive for parenting time more than thirty (30) minutes, unless notified. The non-residential parent who arrives more than thirty minutes late without prior notification for a particular parenting time forfeits that parenting time, unless the residential parent agrees otherwise.

10. **DROP-OFF:** The non-residential parent will not return the children early from parenting time unless the parents agree to a different drop-off time in advance. The residential parent or other adult well-known to the children must be present when the children are returned from parenting time.

11. **CANCELING NON-RESIDENTIAL PARENTING TIME:** Except in emergency situations, the non-residential parent must give at least 24 hours advance notice when canceling any parenting time.

12. **MAKE-UP NON-RESIDENTIAL PARENTING TIME:** Make-up days shall be given if an emergency prevents scheduled parenting time. When requested by non-residential parent, all make-up parenting time shall be rescheduled and exercised within sixty (60) days of that emergency.

13. **MEDICAL TREATMENT AND EMERGENCIES:** If the children become seriously ill or injured, each parent shall notify the other parent as soon as practicable. If the children become ill or injured during their time with the non-residential parent, said parent, shall contact the residential parent to secure treatment unless the situation is a medical emergency.

14. **TELEPHONE/MAIL OR ELECTRONIC:** Neither parent shall interfere with written, voice, or electronic communications between the children and the other parent. Long-distance calls from an out of town parent shall be at that parent's expense. Non-emergency phone calls should be limited to one per day before 8:00 p.m. EST.

15. **TRANSPORTATION:** The non-residential parent has responsibility for transportation of the children to and from their home for parenting time with them and may use another adult well-known to the children for picking up or dropping off the children when necessary. Any person transporting the children may not be under the influence of alcohol or drugs, and must be a licensed, insured driver. All child restraint and seat-belt laws must be observed by the driver. Car seats should be exchanged when required.

16. **SCHOOL WORK:** Parents shall provide time for children to study and complete homework assignments, even if the completion of work interferes with the parent's plans for the children. The residential parent is responsible for providing the non-residential parent all of the school assignments and books. Summer school which is necessary for a child must be attended, regardless of which parent has the child during the summer school period.

17. **EXTRACURRICULAR ACTIVITIES:** Regardless of where the children are living, their continued participation in extracurricular activities, school related or otherwise, should not be interrupted. It shall be the responsibility of the parent with whom the children are residing at the time to discuss the scheduling of such activities with the children and to provide transportation to the activities. Each parent shall provide the other parent with notice of all extracurricular activities, complete with schedules and the name, address and telephone number of the activity leader, if available.

18. **OUT-OF-STATE RELOCATION:** Neither parent shall relocate the children out of state without first obtaining a modified non-residential parenting time order. The parties may submit an agreed order modifying parenting time, with a provision for allocation of transportation expenses, to the court for adoption by the court as an order. If the parents are unable to agree, the moving parent shall, prior to relocation, 1) file a motion asking the court to modify the parenting time schedule, 2) set a hearing, and 3) obtain a modified parenting time order. No continuances of the hearing will be granted without written permission of the assigned judge.

19. **ACCESS TO RECORDS:** The non-residential parent shall have access to the same records, same school activities and to any day-care center which the children attend on the same basis that said records or access is legally permitted to the residential parent, unless a restrictive order has been obtained from the court. It is the responsibility of the parent obtaining a restrictive order to serve it on the appropriate organization.

20. **NOTICE OF CHANGE OF ADDRESS:** Each parent shall give written notice to the other parent immediately upon any change of address and/or phone number, unless a restrictive order has been obtained from the court. A copy of the notice, including the party's name and case number, shall also be provided to the Domestic Relations Court, P.O. Box 972, 301 W. Third Street, Second Floor, Dayton, Ohio 45422-2160, Attention: Assignment Commissioner.

MONTGOMERY COUNTY DOMESTIC RELATIONS COURT

STANDARD ORDER OF HEALTH CARE NEEDS FOR DEPENDENT CHILDREN

Notification Pursuant to R.C. 3119.32

The parties shall take notice of the statutory requirements for assuring that health care needs for dependent children are provided. Once the Court orders the health insurance coverage for children, the parties have 30 days to comply.

1. The child support obligee is rebuttably presumed to be the appropriate parent to provide health care coverage for the child(ren) subject to the child support order. The obligee must provide the health care coverage unless rebutted pursuant to division (B)(1) of section 3119.30. If health care coverage cannot be obtained at a reasonable cost, the Court orders that public health care will satisfy this requirement.
2. If a party or both parties are required to provide private health insurance coverage for the children, the party providing the coverage must provide to the other party, not later than 30 days after the issuance of the order, (i) information regarding the benefits, limitations, and exclusions of the coverage, (ii) copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and (iii) a copy of any necessary insurance cards.
3. If a party or both parties are required to provide private health insurance coverage for the children, the party providing the coverage must notify the insurance company that all reimbursements for expenses covered under the policy and paid for by the other party on behalf of insured children, shall be paid to the other party upon filing of necessary claim forms.
4. If a party or both parties are required to provide private health insurance coverage for the children, the party providing the coverage must provide to the Child Support Enforcement Agency, not later than 30 days after the issuance of the order, documentation that verifies that coverage is being provided as ordered.
5. The party required to provide health insurance for the children must designate the children as covered dependents on any health insurance plan for which they contract.
6. While a medical insurance order is in effect, the employer of the party designated to provide health insurance for the children is required to release to other party and/or the Montgomery County Support Enforcement Agency information on the health insurance coverage, including, but not limited to, the name and address of the insurance company and the policy number.
7. If the person required to obtain private health care insurance coverage for the children subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

OBLIGEE'S RIGHTS AND REMEDIES FOR ENFORCEMENT OF SUPPORT

Upon Obligor's failure to pay child support and/or spousal support or to provide medical insurance as ordered, the Obligee has the right to apply to the Montgomery County Support Enforcement Agency for assistance on obtaining any of the following:

- A. An order for:
 - 1. withholding of spousal support and/or child support from the personal earnings or bank accounts of the Obligor under Chapter 3121 of the Ohio Revised Code;
 - 2. the assignment of the wages of the Obligor under Section 1321.33 of the Ohio Revised Code;
 - 3. the enforcement of medical insurance support for the children.
- B. A judgment, and then execution on that judgment through any available procedure, including but not limited to:
 - 1. an execution against the property of the judgment debtor under Chapter 2329 of the Ohio Revised Code;
 - 2. an execution against the person of the judgment debtor under Chapter 2331 of the Ohio Revised Code;
 - 3. a proceeding in aid of execution under Chapter 2333 of the Ohio Revised Code, including:
 - a. a proceeding for the examination of the judgment debtor under Sections 2333.09 to 2333.12, and 2333.15 to 2333.27 of the Ohio Revised Code;
 - b. a proceeding for examination of the person holding property, money, or credits of the judgment debtor which is in the nature of garnishment or attachment by notice under Sections 2333.13 to 2333.27 of the Ohio Revised Code;
 - c. a proceeding for attachment of the person of the judgment debtor under Section 2333.28 of the Ohio Revised Code;
 - d. a creditor's suit under Section 2333.01 of the Ohio Revised Code;
 - 4. the attachment of the property of the judgment debtor under Chapter 2715 of the Ohio Revised Code.

Failure of an Obligee to request the Montgomery County Support Enforcement Agency to maintain an action under Section 2301.38 of the Ohio Revised Code shall not operate as a waiver of any right of the Obligee to seek enforcement of a support order, including medical insurance. Upon receipt of support payments, the Support Enforcement Agency will pay out these support payments within two business days.

**MONTGOMERY COUNTY SUPPORT ENFORCEMENT AGENCY
1111 S. EDWIN C. MOSES BLVD
P.O. BOX 8744
DAYTON, OHIO 45422**

Mandatory Support Order Language

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 Chapter 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to Sections 3123.24 to 3123.28 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., of the Revised Code.

IT IS FURTHER ORDERED that regardless of the frequency or amount of support payments to be made under this order, the child support enforcement agency required to administer the order shall administer it on a monthly basis, in accordance with R.C. 3121.51 to 3121.54.

IT IS FURTHER ORDERED that obligor is restrained from making said payments directly to the obligee. Any payments made directly between the parties and not through the CSEA shall be deemed a gift unless the payment is made to discharge an obligation other than support.

IT IS FURTHER ORDERED that the obligor shall notify the CSEA immediately, in writing, of any change in employment status or employer. This duty to notify the CSEA immediately shall continue until further notice of the court. Failure to provide such notification may make the obligor liable for retroactive support that would have been ordered.

IT IS FURTHER ORDERED that the obligor and obligee shall notify the CSEA immediately, in writing of any change in the status of the minor children of the parties which would terminate the duty of obligor to pay child support.

IT IS FURTHER ORDERED that the obligor and obligee shall notify the other party immediately, in writing, of any change in status which would affect child support and/or spousal support.

IT IS FURTHER ORDERED that if the obligee is to receive spousal support from the obligor, the obligee shall notify the CSEA immediately, in writing, of remarriage if the remarriage would terminate the obligation to pay spousal support.

IT IS FURTHER ORDERED that both parties shall take notice of the Obligee's Rights and Remedies for Enforcement of Support, available to the obligee in the event the obligor fails to make payment of support as ordered which is attached.

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

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

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