



CUYAHOGA COUNTY COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS

DISSOLUTION FILING CHECKLIST

**If you have questions,
Call the Help Center at (216) 443-8880**

Documents Needed for Filing:

- Case Designation Sheet
- Petition for Dissolution (BOTH spouses must sign)
- Separation Agreement (BOTH spouses must sign)
- Waiver of Legal Counsel (BOTH spouses must sign)
- Filing Fee: \$200.00 (with children)

Dissolution With Children Also Must File:

- Parenting Proceeding Statement & IV-D Application (notary NOT needed, each spouse to complete their own Parenting Proceeding Statement, Parent to receive support must complete IV-D Application)
- Health Insurance Statement (notary NOT needed - Each spouse to complete their own)
- Parenting Plan: [Shared Parenting](#) or [Sole Custody](#)
- [Child Support Data Sheet](#)
- Child Support Administrative Order (if one exists)

How to File: [E-Filing](#), [Mail](#) or [Drop-Off](#)

**PLEASE READ THE ENTIRE NOTICE MAILED TO YOU
FOLLOW THE INSTRUCTIONS ON THE NOTICE**

WHAT TO DO AFTER YOU FILE:

- **All:** CALL to the Help Center 2 weeks before your final hearing to have your Final Judgment Entry Pre-Approved. Have your case number ready.
- **If you have children:** Complete online Parent Education Seminar <https://www.divorce-education.com/oh/cuyahoga/>.

**Download
the Court's App:
CourtConnect**



Register for E-Filing
[HERE](#)
to see your case info online

COURT OF COMMON PLEAS
CUYAHOGA COUNTY
DIVISION OF DOMESTIC RELATIONS
CASE DESIGNATION FORM

PLEASE TYPE

Case No.
Judge

Please list any Pending, closed or previously filed and dismissed Domestic Relations' Case(s) between the parties, list case number and judge: _____

I certify that to the best of my knowledge the within case is not related to any now pending or previously filed, except as noted above.

ANNULMENT (1830)
APPLICATION TO ESTABLISH FAMILY CASE (1895)
APPLICATION TO ADOPT ADMINISTRATIVE ORDER (1897)
DISSOLUTION - CHILDREN (1840)
DISSOLUTION - NO CHILDREN (1841)
DIVORCE - CHILDREN (1810)
DIVORCE - NO CHILDREN (1811)

DOMESTIC VIOLENCE (1850)
DATING VIOLENCE (1851)
LEGAL SEPARATION - CHILDREN (1821)
LEGAL SEPARATION - NO CHILDREN (1822)
UCCJEA - PARENTING REGISTRATION (1890)
UIFSA - PATERNITY ESTABLISHMENT (1561)
UIFSA - SUPPORT ESTABLISHMENT (1563)
UIFSA - SUPPORT REGISTRATION (1562)

Service: Certified Mail Waiver Personal Publication FedEx

Plaintiff's Length of Residence In: Cuyahoga County _____ Ohio _____

| PARTY 1 | | | PARTY 2 | | |
|--------------------------|-------------|------|--------------------------|-------------|------|
| FULL NAME: | | | FULL NAME: | | |
| ALIAS NAME: | | | ALIAS NAME: | | |
| DATE OF BIRTH: | | | DATE OF BIRTH: | | |
| NUMBER OF THIS MARRIAGE: | | | NUMBER OF THIS MARRIAGE: | | |
| ADDRESS: | | | ADDRESS: | | |
| CITY: | STATE: | ZIP: | CITY: | STATE: | ZIP: |
| HOME PHONE: | CELL PHONE: | | HOME PHONE: | CELL PHONE: | |
| EMAIL: | | | EMAIL: | | |

DATE OF MARRIAGE: _____ PLACE OF MARRIAGE: _____

| CHILDREN'S NAMES: | M | F | DATE OF BIRTH: | AGE |
|-------------------|---|---|----------------|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attorney of Record (Print or Type) _____

Signature _____

Ohio Supreme Court Registration Number _____

Email Address _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone _____

Cell Phone _____

Witness: _____ Address: _____

(COURT USE ONLY)

SET FOR HEARING ____ / ____ / ____

DATE OF FINAL JOURNAL ENTRY _____

MISCELLANEOUS NOTES:

**COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO**

| | | |
|-------------------------------|---|---|
| PETITIONER-01 | : | CASE NO. _____ |
| ADDRESS | : | |
| CITY, STATE, ZIP CODE | : | |
| NUMBER OF THIS MARRIAGE _____ | : | |
| and | : | JUDGE _____ |
| PETITIONER-02 | : | |
| ADDRESS | : | PETITION FOR DISSOLUTION OF MARRIAGE |
| CITY, STATE, ZIP CODE | : | |
| NUMBER OF THIS MARRIAGE _____ | : | |

1. Petitioner-01 Petitioner-02 has/have been (a) resident(s) of the State of Ohio for at least six (6) months and a resident of Cuyahoga County for more than ninety (90) days immediately prior to filing this Petition.

2. Petitioner-01 and Petitioner-02/were married on _____, in _____, _____.

3. There is/are _____ child(ren) born as issue of this marriage, whose name(s) and date(s) of birth is/are as follows:

| | | | |
|--|-------------|--|-------------|
| | (DOB _____) | | (DOB _____) |
| | (DOB _____) | | (DOB _____) |
| | (DOB _____) | | (DOB _____) |

and the wife is is not presently pregnant.

4. The parties have entered into the attached Separation Agreement.

5. The parties, each being over 18 years of age and not under any legal disability, hereby waive all rights they have to receive summons through the Clerk of Courts. The parties state they have seen and read this Petition and are voluntarily appearing in this action.

WHEREFORE, the parties petition the Court for a Decree of Dissolution of their marriage according to the terms of their Separation Agreement.

The parties ask to appear remotely and that the court conduct the hearing on the petition via live two-way video and audio conference technology.

SIGNATURE OF PETITIONER-01

SIGNATURE OF PETITIONER-02

MOBILE TELEPHONE NUMBER PETITIONER-01

MOBILE TELEPHONE NUMBER PETITIONER-02

EMAIL ADDRESS FOR PETITIONER-01

EMAIL ADDRESS FOR PETITIONER-02

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

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

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

SEPARATION AGREEMENT

The parties, _____ and _____, state as follows:

1. The parties were married on _____ (date of marriage)
in _____ (city or county, and state).

2. The parties request that the termination of marriage be the date of the final hearing or the date specified:
_____.

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

A. Real Estate: (select one)

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

- 1. Neither party has any ownership interest in any real estate.
- 2. One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

| Address or Parcel Number of Property | Party |
|--------------------------------------|-------|
| | |
| | |
| | |

- 3. A legal description of the property (found in the property’s deed) should be attached.
- 4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
- 5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

B. Titled Vehicles: (select one)

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

- 1. Neither party has any ownership interest in any titled vehicle(s).
- 2. Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

| Year | Make | Model | VIN/SN |
|------|------|-------|--------|
| | | | |
| | | | |
| | | | |

3. Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

| Year | Make | Model | VIN/SN |
|-------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

4. Each party shall pay and hold the other harmless from any debt owing on the titled vehicle(s) received unless otherwise stated in this Agreement.
5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:

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

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

Defendant/Petitioner 2 shall receive:

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

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

5. Other arrangements regarding household goods and personal property:

D. Financial Accounts: (select one)

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. Neither party has any ownership interest in any financial accounts.

2. Plaintiff/Petitioner 1 shall receive the following:

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

3. Defendant/Petitioner 2 shall receive the following:

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

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

5. Other arrangements regarding financial accounts:

If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has an interest in any stocks, bonds, securities, or mutual funds.

2. Plaintiff/Petitioner 1 shall receive the following:

| Institution | Current Name(s) on Account | Quantity and Description |
|-------------|-------------------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Defendant/Petitioner 2 shall receive the following:

| Institution | Current Name(s) on Account | Quantity and Description |
|-------------|-------------------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

F. Business Interests: (select one)

1. Neither party has any interest in any business.

2. Plaintiff/Petitioner 1 shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

3. Defendant/Petitioner 2 shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

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

5. Other arrangements regarding business interests:

If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. Plaintiff/Petitioner 1 shall receive the following:

| Institution | Name(s) on Plan | Amount/Share |
|-------------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Defendant/Petitioner 2 shall receive the following:

| Institution | Name(s) on Plan | Amount/Share |
|-------------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: _____ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

H. Life Insurance Policies: (select one)

1. Neither party has any interest in any life insurance policy(ies) with a cash value.

2. Plaintiff/Petitioner 1 shall receive the following policy(ies):

3. Defendant/Petitioner 2 shall receive the following policy(ies):

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

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

If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

I. Other Property: (select one)

1. Neither party has any other property.

2. Other property owned by one or both of the parties shall be distributed as follows:

| Description of Property | Party |
|-------------------------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

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

4. Other arrangements regarding the property above:

If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

THIRD: DEBTS (select all that apply)

1. Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.

2. Plaintiff/Petitioner 1 shall pay the following debt(s):

| Creditor | Balance | Current Name on Account |
|----------|---------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Defendant/Petitioner 2 shall pay the following debt(s):

| Creditor | Balance | Current Name on Account |
|----------|---------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

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

7. Neither party shall incur liabilities in the name of the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. No Spousal Support Obligation

Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Obligation

Plaintiff/Petitioner 1 Defendant/Petitioner 2 shall pay spousal support to Plaintiff/Petitioner 1 Defendant/Petitioner 2 in the amount of \$_____ a per month commencing on _____ Spousal support shall continue for a period of _____ months OR until further order of this Court.

C. Method of Payment of Spousal Support:

Spousal support payments shall be made directly to Plaintiff/Petitioner 1 Defendant/Petitioner 2. **(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)**

Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency by: income withholding or other _____.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

- The cohabitation of the person receiving support in a relationship comparable to marriage.
- The remarriage of the person receiving support.
- Other: (specify) _____

E. Reservation of Jurisdiction

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

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

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

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

G. Arrearage or Overpayment

- Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- Other: _____

FIFTH: NAME

_____ shall be restored
 to the former name of _____

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

- The parties do not have (a) child(ren) subject to the jurisdiction of the Court.
- The parties have (a) child(ren) subject to the jurisdiction of the Court, and a
 - Parenting Plan is attached
 - Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

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

NINTH: INCORPORATION INTO JUDGMENT ENTRY

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

TENTH: PERFORMANCE OF NECESSARY ACTS

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

ELEVENTH: SEVERABILITY

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

TWELFTH: APPLICABLE LAW

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

THIRTEENTH: MUTUAL RELEASE

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

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

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Date

Date

ACKNOWLEDGMENT

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

WAIVER OF LEGAL COUNSEL

I understand that I have the right to be represented by an attorney in this proceeding. I have decided not to have an attorney assist me. By signing this Waiver, I confirm that I am waiving my right to legal representation for the purpose of this legal action.

I am aware that my spouse's attorney, if my spouse is represented by an attorney, does not represent me, or my interests.

I am aware that I could hire an attorney to advise and/or represent me but I am choosing to proceed without counsel.

I am freely and voluntarily choosing to sign the documents associated with this legal action with a full understanding of these documents and that I am choosing to proceed without counsel.

This waiver is being made voluntarily, with my full understanding and the same is of my own free will. It is my decision to proceed without counsel.

_____ Date

_____ PLAINTIFF/PETITIONER-01 (print name)

_____ SIGNATURE

WAIVER OF LEGAL COUNSEL

I understand that I have the right to be represented by an attorney in this proceeding. I have decided not to have an attorney assist me. By signing this Waiver, I confirm that I am waiving my right to legal representation for the purpose of this legal action.

I am aware that my spouse's attorney, if my spouse is represented by an attorney, does not represent me, or my interests.

I am aware that I could hire an attorney to advise and/or represent me but I am choosing to proceed without counsel.

I am freely and voluntarily choosing to sign the documents associated with this legal action with a full understanding of these documents and that I am choosing to proceed without counsel.

This waiver is being made voluntarily, with my full understanding and the same is of my own free will. It is my decision to proceed without counsel.

_____ Date

_____ DEFENDANT/PETITIONER-02 (print name)

_____ SIGNATURE

**IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO**

Plaintiff/Petitioner/Defendant-01

Address

Defendant/Respondent/Defendant-02

Address

Case Number _____

Judge _____

**PARENTING PROCEEDING STATEMENT
(ORC 3127.23)**

_____, states the following regarding issues relevant to
(Your name)
parenting of the following minor child(ren): (Names and birth dates of children) _____

DIRECTIONS: You must answer questions and provide all information requested. If you do not, it is possible the Court will be unable to make orders in your case. If you need more space to answer any question, please use a separate piece of paper and attach it to the back of this form. If the answers/information are not the same for all children, a separate affidavit must be filed for each child.

1. Beginning with the child(ren)'s present address, state the residence where the child(ren) lived within the last five years, and the names and relationship of the persons with whom the child(ren) lived during that period.

| <u>Period of Residence</u> | <u>Address and Person(s) at residence</u> | <u>Person(s) Relationship to Child</u> |
|----------------------------|---|--|
| a. _____ to the present | a. _____ | a. _____ |
| b. _____ to _____ | b. _____ | b. _____ |
| c. _____ to _____ | c. _____ | c. _____ |

2. Have you participated as a party, witness, or in any other capacity in any other proceedings concerning the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child including parenting time rights and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of or visitation with the same child? No Yes

If "Yes" you must provide the Court name, address, case number and date of determination, if any on the line below:

3. Do you know of any proceedings that could affect the current proceeding, including proceedings for enforcement of child custody determinations; proceedings relating to domestic violence or protection orders; proceedings to adjudicate the child as an abused, neglected, or dependent child; proceedings seeking termination of parental rights; and adoptions? No Yes

If "Yes" you must provide the Court name, address, case number and date of determination, if any on the line below:

4. State the **name and address** of any person or agency who is not a party to this proceeding and has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have visitation rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child (ORC 3127.23(A)(3)). Not Applicable The following person(s): _____

(Name of person or agency)

Address City/State/Zip

The information above is true, complete, and accurate to the best of my knowledge. I understand that knowingly providing false information in this document may result in a contempt of court finding against me which could result in a jail sentence and fine, or criminal penalties under R.C. 2921.13.

Your Signature

**IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO**

Plaintiff/Petitioner/Defendant-01

Address

Defendant/Respondent/Defendant-02

Address

Case Number _____

Judge _____

**PARENTING PROCEEDING STATEMENT
(ORC 3127.23)**

_____, states the following regarding issues relevant to
(Your name)
parenting of the following minor child(ren): (Names and birth dates of children) _____

DIRECTIONS: You must answer questions and provide all information requested. If you do not, it is possible the Court will be unable to make orders in your case. If you need more space to answer any question, please use a separate piece of paper and attach it to the back of this form. If the answers/information are not the same for all children, a separate affidavit must be filed for each child.

1. Beginning with the child(ren)'s present address, state the residence where the child(ren) lived within the last five years, and the names and relationship of the persons with whom the child(ren) lived during that period.

| <u>Period of Residence</u> | <u>Address and Person(s) at residence</u> | <u>Person(s) Relationship to Child</u> |
|----------------------------|---|--|
| a. _____ to the present | a. _____ | a. _____ |
| b. _____ to _____ | b. _____ | b. _____ |
| c. _____ to _____ | c. _____ | c. _____ |

2. Have you participated as a party, witness, or in any other capacity in any other proceedings concerning the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child including parenting time rights and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of or visitation with the same child? No Yes

If "Yes" you must provide the Court name, address, case number and date of determination, if any on the line below:

3. Do you know of any proceedings that could affect the current proceeding, including proceedings for enforcement of child custody determinations; proceedings relating to domestic violence or protection orders; proceedings to adjudicate the child as an abused, neglected, or dependent child; proceedings seeking termination of parental rights; and adoptions? No Yes

If "Yes" you must provide the Court name, address, case number and date of determination, if any on the line below:

4. State the **name and address** of any person or agency who is not a party to this proceeding and has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have visitation rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child (ORC 3127.23(A)(3)). Not Applicable The following person(s): _____

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Address City/State/Zip

The information above is true, complete, and accurate to the best of my knowledge. I understand that knowingly providing false information in this document may result in a contempt of court finding against me which could result in a jail sentence and fine, or criminal penalties under R.C. 2921.13.

Your Signature

| | | |
|-------------------------|---|-------------------|
| _____ | : | CASE NO. DR _____ |
| PLAINTIFF/PETITIONER-01 | : | |
| | : | JUDGE _____ |
| vs. | : | |
| _____ | : | |
| DEFENDANT/PETITIONER-02 | : | |
| RESPONDENT | : | |

**APPLICATION FOR CHILD SUPPORT SERVICES
NON-PUBLIC ASSISTANCE APPLICANT/RECIPIENT**

Applicant Name _____

Applicant Address _____

IMPORTANT: If you are receiving TANF or Medicaid, do **not** complete this application, because you became eligible for child support services when you became eligible to receive TANF or Medicaid.

I, _____, request Child Support Services from the Cuyahoga County Child Support Enforcement Agency. I understand and agree to the following conditions:

- A. I am a resident of Cuyahoga County.
- B. The only fee that can be charged for services is a one dollar application fee.
- C. Recipients of child support services shall cooperate to the best of their ability with the CSEA.
- D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipients' personal interest.

The Child Support Enforcement Agency can assist you in providing the following services:

- 1. **Location of Absent Parents.**
The agency can assist in finding where an absent parent is currently living, in what city, town or state. The applicant can request "**Location Services Only**", if the sole need is to find the whereabouts of the absent parent.
- 2. **Establishment or Modification of Child Support and Medical Support.**
The CSEA can assist you in obtaining an order for support if you are separated, have been deserted or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (modification), and to establish a medical support order.
- 3. **Enforcement of Existing Orders.**
The CSEA can help you collect current and back child support.
- 4. **Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearage.**
The agency can assist in collecting back support (arrearage) by intercepting a non-payor's federal and state income tax refunds on some cases.
- 5. **Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.**
The agency can help you get payroll deductions for current and back child support and can intercept unemployment compensation to collect child support.
- 6. **Establishment of Paternity.**
The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child.
- 7. **Collection and Disbursement of Payments.**
The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Back support collected will be paid to you until all of the back support you are owed is paid.
- 8. **Interstate Collection of Child Support.**
The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

APPLICANT INFORMATION

| | |
|---|---|
| Name: _____ Home Address: _____ _____ _____ Home Phone #: _____ Social Security #: _____ Race: _____ Relationship to Children: _____ Military Service: _____ (Branch, Dates) _____ _____ _____ | Date of Birth: _____ Mailing Address: _____ _____ _____ Sex: _____ <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated Ever been on Public Assistance? _____ (When and Where) _____ _____ _____ |
|---|---|

EMPLOYER INFORMATION

| | |
|---|---|
| Employer Name: _____ Employer Address: _____ _____ _____ | Employer Phone #: _____ Is Medical Insurance Available? _____ _____ |
|---|---|

| | CHILD 1 | CHILD 2 | CHILD 3 |
|--------------------|---------|---------|---------|
| Name: | | | |
| Sex: | | | |
| Race: | | | |
| Social Security #: | | | |
| Date of Birth: | | | |
| Home Address: | | | |

| | | | |
|--|-----|-----|-----|
| Employer Phone #: | | | |
| Medical Insurance Provided? | | | |
| Support Order #: | | | |
| Date of Support Order: | | | |
| Amount of Support: | \$ | \$ | \$ |
| Order Frequency: | Per | Per | Per |
| Location where Order was issued: | | | |
| Military Service (Branch, Dates) | | | |
| Ever Incarcerated? (Location, Dates): | | | |
| Arrest Record (Location, Dates): | | | |
| Name and Address of Current Spouse | | | |
| Father's Name: | | | |
| Mother's Name (Maiden): | | | |
| Ever been on Public Assistance? (Locations, Dates) | | | |

Type(s) of Service(s) Requested:

- All Services listed
- Location of absent parent only
- Other (please explain) _____

I understand that the Child Support Agency within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (VI-D Services).

Signature of Applicant: _____

Date: _____

**COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO**

Plaintiff/Petitioner 1

v./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

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

STATEMENT OF HEALTH INSURANCE

This statement is made by _____
(Print Your Name)

_____ **Your Name** _____ **Other Parent**

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

_____ **Your Name** _____ **Other Parent**

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

STATEMENT OF TRUTH

The information above is true, complete, and accurate to the best of my knowledge. I understand that knowingly providing false information in this document may result in a contempt of court finding against me which could result in a jail sentence and fine, or criminal penalties under R.C. 2921.13.

Your Signature

**COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO**

Plaintiff/Petitioner 1

v./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed.
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Yes No

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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

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Yes No

Yes No

_____ **Your Name** _____ **Other Parent**

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\$ _____

\$ _____

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\$ _____

\$ _____

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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

STATEMENT OF TRUTH

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Your Signature

CHILD SUPPORT DATA SHEET

| | | | | | | | |
|---|--|--|-------------------------|--------------|------------------------------|------------------------------|--|
| For purposes of this worksheet: | | | | | | | |
| Parent A is Father or person designated as "Father" | | | | | | | |
| Parent B is Mother or person designated as "Mother" | | | | | | | |
| | | | | | Parent A (Father) | Parent B (Mother) | |
| Obligor Name: <i>(person paying support)</i> | | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Obligee Name: <i>(person receiving support)</i> | | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Parenting Plan Type: <input type="checkbox"/> Sole Custody <input type="checkbox"/> Shared Parenting <input type="checkbox"/> Split | | | | | | | |
| Worksheet Line | Description | | | | Parent A (Father) | Parent B (Mother) | |
| 1 | Annual Gross Income | | | | \$ | \$ | |
| 2 | Annual Amount of Overtime, Bonuses & Commissions | | | | \$ | \$ | |
| | a. | Year 3 (3 years ago) | | | \$ | \$ | |
| | b. | Year 2 (2 years ago) | | | \$ | \$ | |
| | c. | Year 1 (last calendar year) | | | \$ | \$ | |
| 3 | Annual Self-Employment Income | | | | \$ | \$ | |
| | a. | Gross receipts from business | | | \$ | \$ | |
| | b. | Ordinary & necessary business expenses | | | \$ | \$ | |
| 4 | Annual income from unemployment compensation | | | | \$ | \$ | |
| 5 | Annual income from worker's compensation, disability insurance or social security disability/retirement benefits | | | | \$ | \$ | |
| 6 | Other annual income or potential income | | | | \$ | \$ | |
| 9 | Number of children of each party not subject to this order | | | | | | |
| 10 | a. | Check person to be health insurance obligor | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | b. | Total, actual out-of-pocket costs for health insurance premiums for health insurance obligor | | | \$ | \$ | |
| 11 | Annual court ordered spousal support paid (if any) | | | | \$ | \$ | |
| 19 | a. | Check if parent has court-ordered parenting time | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | b. | Check if Court's Parenting Time Guidelines are being applied to this order | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 20 | Annual amount of any non-means tested benefits received by the children subject to the order | | | | \$ | \$ | |
| 21 | Parent paying child care costs: | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | a. | Total annual child care expenses for all children of this order (minus any subsidies) | | | \$ | \$ | |
| | b) | Age of each child subject to this order & c) Actual annual child care costs per child | | | | | |
| | Child | Age | Actual Child Care Costs | Child | Age | Actual Child Care Costs | |
| | 1 | | | 4 | | | |
| | 2 | | | 5 | | | |
| 3 | | | 6 | | | | |
| 25 | a. | If deviating child support, state reason: | | | | | |
| | b. | If deviating child support, desired monthly amount to be paid: | | | \$ | \$ | |
| 28 | a. | If deviating cash medical support, desired monthly amount to be paid | | | \$ | \$ | |

The parties indicated below state that the information on this document was provided voluntarily for the purpose of preparing a child support worksheet.

Print Name

Signature

Date

Print Name

Signature

Date

Please contact an attorney with any questions about the information provided before submitting this form to the Court.