

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

PLAINTIFF	:	Case No. _____
	:	
	:	JUDGE _____
	:	
v.	:	<b>JUDGMENT ENTRY OF LEGAL SEPARATION</b>
	:	(With Children)
DEFENDANT	:	(Separation/ In-Court Agreement Attached)
	:	
	:	

This cause came on for hearing on \_\_\_\_\_ and was duly heard before  the Honorable \_\_\_\_\_, Judge of the Domestic Relations Division of the Court of Common Pleas  Magistrate \_\_\_\_\_ to whom it was referred by the Honorable \_\_\_\_\_, Judge of the Domestic Relations Division of the Court of Common Pleas, upon the:

- Complaint of Plaintiff and the evidence, Defendant being in default of Answer or other pleading although duly served with process, according to law.
- Complaint of Plaintiff and Answer of Defendant.
- Complaint of Plaintiff and the evidence, Defendant having withdrawn his/her Answer or Answer and Counterclaim.
- Complaint of Plaintiff, Counterclaim of Defendant and the evidence.
- Counterclaim of Defendant and the evidence, Plaintiff having withdrawn his/her Complaint.

Present at the hearing was/were  Plaintiff  Defendant  Counsel for Plaintiff  Counsel for Defendant  Other: \_\_\_\_\_.

The Court finds that Plaintiff was a resident of the State of Ohio for more than six (6) months immediately preceding the filing of the Complaint and that venue is proper in this county. The Court further finds that it has personal jurisdiction over Defendant. The Court further finds that all service and notice provisions have been satisfied according to law.

The Court finds that: *(Check one of the following two boxes)*

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

The parties were married as alleged and there is/are \_\_\_ minor child(ren) of the marriage, to wit:

Full name and Date of Birth of each child:

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The Court further finds that Plaintiff has Defendant has both parties have established the cause of living separate and apart for one year without cohabitation; incompatibility, not denied; \_\_\_\_\_ and by reason thereof Plaintiff is Defendant is both parties are entitled to a legal separation.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff is Defendant is both parties are hereby granted a Legal Separation from Plaintiff Defendant  each other.

The Court further finds that the parties have entered into a Separation/In-Court Agreement, which is fair, just and equitable and orders the agreement, a copy of which is attached hereto and for identification purposes marked as Exhibit A, be included herein as if fully rewritten and its terms ordered into execution.

### ***DIVISION OF PROPERTY***

The Court finds that the duration of the marriage is from \_\_\_\_\_ until \_\_\_\_\_.

#### ***Real Property***

*(Check one of the following two boxes)*

The Court finds that neither party has an ownership or leasehold interest in any real property.

**-OR-**

The Court finds that one or both of the parties has/have an ownership or leasehold interest in real property located at \_\_\_\_\_.

*(Check one of the following two boxes)*

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff  Defendant is hereby awarded as division of property Plaintiff's Defendant's interest in the real property located at \_\_\_\_\_, the legal description of which is attached as Exhibit \_\_\_\_ and incorporated herein as if fully rewritten. Plaintiff Defendant is ordered to execute a Quit Claim Deed in favor of  Plaintiff Defendant to said property within 14 days of the journalization of this order. Upon his/her failure to do so, this decree shall operate as a conveyance thereof, and the Clerk is directed to certify so much as is necessary of this decree to effectuate such conveyance to the county fiscal officer and county recorder.

**-OR-**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff  Defendant shall retain sole leasehold interest in the rental property located at \_\_\_\_\_. Plaintiff Defendant shall be solely responsible for all costs associated with the lease agreement for the property as of \_\_\_\_\_.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff Defendant shall permanently vacate the real or rental property located at \_\_\_\_\_, on or before \_\_\_\_\_; thereafter Plaintiff Defendant shall have exclusive ownership and/or possession of the property, and shall indemnify and hold Defendant Plaintiff harmless from any financial liability therefor.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that \_\_\_\_\_

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***Retirement Assets***

*(Check one of the following two boxes)*

The Court finds that neither Plaintiff nor Defendant has retirement assets earned during the marriage.

**-OR-**

The Court finds that the parties have the following retirement assets earned during the marriage:

Plaintiff \_\_\_\_\_ *(name of party)* is a Participant under the \_\_\_\_\_ *(name of the plan)* administered by \_\_\_\_\_ earned through employment with \_\_\_\_\_ *(name of employer)*

Defendant \_\_\_\_\_ *(name of party)* is a Participant under the \_\_\_\_\_ *(name of the plan)* administered by \_\_\_\_\_ earned through employment with \_\_\_\_\_ *(name of employer)*

*(Check one of the following two boxes)*

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that each party shall retain any retirement assets they have earned during the marriage.

**-OR-**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that any retirement assets earned during the marriage shall be divided as follows: \_\_\_\_\_

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*(Check the appropriate boxes below)*

The Qualified Domestic Relations Order(s) (QDRO) or Division of Property Order(s) (DOPO) which effectuate(s) this provision is/are attached as Exhibit \_\_\_\_\_ and incorporated herein by reference.

**-OR-**

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) necessary to implement these orders, not submitted at the time of final hearing pursuant to Local Rule 28(F)(1) of the Court of Common Pleas, Division of Domestic Relations, Cuyahoga County, Ohio, shall be prepared by  Plaintiff  Defendant, by \_\_\_\_\_ (date).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court retains jurisdiction with respect to the QDRO or DOPO to the extent required to maintain its qualified status and the original intent of the parties. The Court also retains jurisdiction to enter further orders as are

necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the participant shall not take actions, affirmative or otherwise, that can circumvent the terms and provisions of the QDRO or DOPO, or that may diminish or extinguish the rights and entitlements of the non-participant.

***SPOUSAL SUPPORT***

*(Check one of the following two boxes)*

The Court finds, upon considering the factors set forth in Ohio Revised Code §3105.18(C)(1), that spousal support is neither appropriate nor reasonable.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that neither party shall pay spousal support to the other party. The Court shall not retain jurisdiction to modify this order.

**-OR-**

The Court finds, upon considering all of the factors set forth in Ohio Revised Code §3105.18(C)(1) and in particular those specified below, that it is appropriate and reasonable for Plaintiff Defendant to pay spousal support to Plaintiff Defendant. The Court finds that the following factors support this award: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff Defendant shall pay spousal support to Plaintiff Defendant in the sum of \$ \_\_\_\_\_ per month, plus 2% processing charge, for a term of \_\_\_\_\_, commencing \_\_\_\_\_. The Court shall shall not retain jurisdiction to modify this order. Pursuant to Ohio Revised Code §3105.18(B), all payments shall terminate upon the death of either party or \_\_\_\_\_.

***ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES***

*(Check only one of the following boxes)*

**The Court shall not modify and/or enforce parenting orders on behalf of any parent who has not completed a court-approved parenting education program.**

***Shared Parenting***

*(Do not check this box unless you have a Shared Parenting Plan signed by both parties attached)*

The Court finds that the parents have agreed to a Shared Parenting Plan and either filed the Plan timely or waive the requirement for filing said Plan 30 days in advance of the hearing, or alternatively, that at least one parent has filed a Shared Parenting Plan 30 days prior to the hearing. The Court determines said Plan to be in the best interest of the minor child(ren).

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that this Judgment Entry shall constitute an **ORDER FOR SHARED PARENTING**, and the parties shall share the rights and responsibilities for the care of the child(ren) in accordance with the approved Shared Parenting Plan, attached as Exhibit \_\_\_\_\_, which is adopted and incorporated herein.

**-OR-**

***Sole Residential Parent and Legal Custodian***

The Court finds that it is in the best interest of the minor child(ren) that Plaintiff Defendant be designated residential parent and legal custodian. In determining the best interest of the child(ren) in allocating parental rights and responsibilities, the Court has considered all relevant factors, including but not limited to, the factors set forth in Ohio Revised Code §3109.04(F).

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that parental rights and responsibilities are allocated primarily to Plaintiff Defendant who is hereby designated the residential parent and legal custodian of the minor child(ren). The parent who is not the residential parent shall have parenting time in accordance with the schedule this Court’s Parenting Time Guidelines attached as Exhibit \_\_\_\_ and incorporated by reference.

***Residential Addresses of Parents***

The residence address of each parent is:

Plaintiff: \_\_\_\_\_  
\_\_\_\_\_

Defendant: \_\_\_\_\_  
\_\_\_\_\_

***Notice of Intent to Relocate***

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each parent shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the relocating parent cannot satisfy the 60-day requirement. A copy of any such notice filed with the Court shall be sent to the non-relocating party unless the box below is checked.

Pursuant to a determination made under Ohio Revised Code §3109.051(G)(1) and subject to further order of the Court Plaintiff Defendant shall not be sent a copy of any relocation filed with the Court.

***FEDERAL INCOME TAX***

The Court finds upon considering Ohio Revised Code §3119.82, the parent(s) set forth below is/are entitled to claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the following person(s) shall claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes:

Plaintiff  
Defendant  
Both Plaintiff and Defendant according to the following terms: \_\_\_\_\_  
\_\_\_\_\_

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties shall take whatever action is necessary, pursuant to the Internal Revenue Code to enable the parent who has been

awarded the right to claim the children for federal income tax purposes in accordance with this order. Failure of a party to comply with the order may be considered contempt of court.

***PRIVATE EDUCATION AND OTHER EXPENSES***

Plaintiff shall pay the following expenses on behalf of the children:

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Defendant shall pay the following expenses on behalf of the children:

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***CHILD(REN)'S HEALTH CARE***

***Extraordinary Medical Expenses***

The Court finds that pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Plaintiff pay \_\_\_\_% and the Defendant pay \_\_\_\_% of the extraordinary medical expenses of the child(ren).

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year, including orthodontia, dental, optical and psychological services.

Cash medical support means an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs for the children of the order. Each parent's annual cash medical support obligation is found on Line 23b of the Sole/Shared Parenting Child Support Computation Worksheet and the Split Parenting Child Support Computation Worksheet.

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

The following parent shall be reimbursed by the health plan administrator(s) for covered out-of-pocket medical, optical, hospital, dental or prescription expenses paid for the child(ren) subject to this order:

Name of party \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone number \_\_\_\_\_

**Health Insurance Coverage**

*(Check one of the following two boxes)*

The Court finds that neither parent has accessible health insurance coverage available at a reasonable cost to cover the minor children at the time of the issuance of this order.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that if health insurance coverage for the children named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall health care coverage for the child(ren) not later than 30 days after it becomes available to the child support obligee at a reasonable cost, and shall inform the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) when health care coverage for the children has been obtained.

If health insurance coverage becomes available to the obligor at a reasonable cost, the obligor shall inform the child support enforcement agency and may seek a modification of health care coverage from the court with respect to a court child support order.

**-OR-**

The Court finds that Plaintiff has Defendant has both parents have private health insurance available to cover the child(ren) through a group policy, contract or plan, which is accessible because:

*(Check one of the following three boxes)*

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

*(If one of the above boxes is checked, check one of the following two boxes)*

The Court further finds that the cost *(total out-of-pocket cost for family coverage)* of the private health insurance available to Plaintiff and/or the Defendant **does not exceed** that parent’s Health Insurance Maximum.

*(Check box if applicable)*

The Court further finds that it is not in the best interest of the child(ren) for the parties to obtain or maintain the private health insurance coverage that does not exceed the parties’ respective health insurance maximum because \_\_\_\_\_  
\_\_\_\_\_.

**-OR-**

The Court further finds that the cost *(total out-of-pocket cost for family coverage)* of the private health insurance available to Plaintiff and/or the Defendant **exceeds** that parent’s Health Insurance Maximum.

The Court further finds that: *(If the above box is checked one of the following boxes must be checked)*

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

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

it is in the best interest of the child(ren) for Plaintiff Defendant to obtain or maintain private health insurance the cost of which exceeds that parent's Health Insurance Maximum because \_\_\_\_\_.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Plaintiff is Defendant is both Plaintiff and Defendant are hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor until further order of Court for the following reasons:

*(Check one of the following five boxes)*

- The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).
- The child support obligor already has health insurance coverage available for the child(ren) that is reasonable in cost.
- The child support obligor already has health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the health insurance obligor and provide coverage.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to be named the health insurance obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren). Plaintiff's Defendant's health insurance plan shall be considered the primary health insurance plan for the child(ren).

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

***CHILD SUPPORT AND CASH MEDICAL SUPPORT***

The Court finds that, for purposes of this order Plaintiff Defendant is the child support obligor (pays support) and Plaintiff Defendant is the child support obligee (receives support).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

**SUPPORT OBLIGEE (receives support):**

Name: \_\_\_\_\_  
Social Security Number: xxx-xx-\_\_\_\_\_  
(fill in last four digits)



**SUPPORT OBLIGOR** (pays support):

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

Social Security Number: XXX-XX-\_\_\_\_\_  
(fill in last four digits)

Date of Birth: \_\_\_\_\_

The worksheet used to compute child support and cash medical support under Ohio Revised Code §3119.022 or §3119.023 is attached hereto as Exhibit \_\_\_\_\_.

***Cuyahoga Administrative Support Order(s) Only***

The Court finds that the parties have an administrative support order, case number P-\_\_\_\_\_, (SETS #\_\_\_\_\_) issued by the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) (copy attached as Exhibit \_\_\_\_\_) that requires:

Plaintiff  Defendant to pay child support in the amount of \$\_\_\_\_\_ per month when health insurance **IS** being provided by a parent and \$\_\_\_\_\_ per month plus cash medical support in the amount of \$\_\_\_\_\_ when health insurance **IS NOT** being provided by a parent, plus 2% processing charge, for the support of the above-named child(ren). The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage or overpayment accrued under the administrative order.

-OR-

Plaintiff  Defendant to pay child support and cash medical support in the amount of \$\_\_\_\_\_ per month plus 2% processing charge, for the support of the above-named child(ren). The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage or overpayment accrued under the administrative order.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the administrative order is hereby adopted, and any arrearage or overpayment accrued under the administrative order is hereby preserved. The CJFS-OCSS shall terminate any support withholding or deduction notice issued in case number P-\_\_\_\_\_. All support paid hereafter shall be under Cuyahoga County Domestic Relations case number \_\_\_\_\_. The child support obligor shall be given credit for any payments received under the administrative order.

***Child Support Deviation***

The Court finds that the **annual** child support obligation, as determined by the applicable worksheet, is \$\_\_\_\_\_ (*Line 22, Sole/Shared Parenting Child Support Computation Worksheet or Line 22, Split Parenting Child Support Computation Worksheet*). The **annual** cash medical support obligation ~~amount~~, as determined by the applicable worksheet, is \$\_\_\_\_\_ (*Line 23b, Sole Shared Parenting Child Support Computation Worksheet or Line 23b, Split Parenting Child Support Computation Worksheet*)

***Overnight Parenting Time***

The Court finds pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

- exceeds 90 overnights but is not more than 146 overnights (\_\_\_ overnights).
- A deviation is *not* granted.

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

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**-OR-**

is equal to or exceeds 147 overnights (\_\_\_ overnights). A deviation is  granted  not granted for the following reasons:

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***Other Deviation Factors***

The Court finds that pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and therefore not in the best interest of the minor child(ren) for the following reason(s):

*(Check all that apply)*

- Special and unusual needs of the child or children, including needs arising from the physical or psychological condition of the child or children
- Other court ordered payments
- Extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child or children for parenting time
- Financial resources and the earning ability of the child or children
- Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent
- Obligee's income, if the obligee's annual income is equal to or less than one hundred per cent of the federal poverty level
- Benefits either parent receives from remarriage or sharing living expenses with another person
- Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents
- Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing
- Extraordinary work-related expenses incurred by either parent
- Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married

- Educational opportunities that would have been available to the child had the circumstances requiring a child support order not arisen
- The responsibility of each parent for the support of others, including support of a child or children with disabilities who are not subject to the support order
- Post-secondary educational expenses paid for by a parent for the parent's own child or children, regardless of whether the child or children are emancipated
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases
- Extraordinary child care costs required for the child or children that exceed the maximum state-wide average cost estimate provided in division (O)(1)(d) of section 3119.05 of the Revised Code including extraordinary costs associated with caring for a child or children with specified physical, psychological, or education needs
- Other relevant factors (*specify*): \_\_\_\_\_
- Extraordinary circumstances associated with shared parenting (*Only if Shared Parenting is ordered - check all that apply*):
  - Ability of each parent to maintain adequate housing for the children
  - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other expenses the court considers relevant
  - Any other circumstances the court considers relevant (*specify*): \_\_\_\_\_

The child support order deviates  downward  upward from the annual obligation by  \$ \_\_\_\_\_ or  \_\_\_\_\_ %.

The cash medical support order deviates  downward  upward from the annual obligation by  \$ \_\_\_\_\_ or  \_\_\_\_\_ %.

***Monthly Child/Cash Medical Support Obligation***

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the child support obligor shall pay child support and cash medical support to the child support obligee, and/or his/her assignee(s), for the minor child(ren) named above in the following sum:

\$ \_\_\_\_\_ per month (\$ \_\_\_\_\_ per month per child) as child support plus  
 \$ \_\_\_\_\_ per month (\$ \_\_\_\_\_ per month per child) as cash medical support,  
 for a total of \$ \_\_\_\_\_ per month.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this order for child support and cash medical support is effective \_\_\_\_\_.

***Duration and Termination of Child/Cash Medical Support***

The duty of support shall continue until further order of Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized

and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.

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

***Temporary Support Arrearage/Overpayment***

*(Check one of the following two boxes)*

The Court finds that there are no arrearages/overpayments under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

**-OR-**

The Court finds that as of \_\_\_\_\_ the temporary support  arrearage  overpayment is \$ \_\_\_\_\_. *(Amount MUST be provided)* This sum includes all sums ordered under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

*(If an arrearage finding is made, check one of the following two boxes)*

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the support obligor shall pay an additional \$ \_\_\_\_\_ per month toward the existing temporary support arrearage.

**-OR-**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that judgment is rendered in the amount of \$ \_\_\_\_\_ as and for temporary support arrears in favor of  Plaintiff  Defendant and against  Plaintiff  Defendant upon which execution may issue.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any claims of CCJFS-OCSS for any assigned temporary support arrearage or unpaid processing charges are hereby preserved.

***Monthly Payment of Support***

**The support obligor shall pay \$ \_\_\_\_\_ per month, plus 2% processing charge. This amount includes all applicable child support, spousal support, cash medical support, and payment toward arrearage.**

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

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the CJFS-OCSS does not affect the frequency or the amount of the support payments to be made under the order.

**All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.** Any payments not made through OCSPC shall not be considered

as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash payments to OCSPC may be made at the Cuyahoga County Treasurer, Cashier's Department, Cuyahoga County Administrative Headquarters, 2079 East 9th Street – 1st Floor, Cleveland, Ohio 44115. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

***Method to Secure Support Payments***

*(Check one of the following three boxes)*

The Court finds that the support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that a withholding or deduction notice shall issue to:

INCOME SOURCE/  
FINANCIAL INSTITUTION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

If withholding from a financial account, the support obligor shall immediately notify the CJFS-OCSS of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the support obligor immediately notify the CJFS-OCSS, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

The Court finds that the support obligor has no attachable income source and has the ability to post a cash bond.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the support obligor post a cash bond in the amount of \$ \_\_\_\_\_ with the Clerk of the Common Pleas Court within 30 days.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the support obligor shall immediately notify the CJFS-OCSS, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

When the support obligor begins to receive income from a payor, he/she may request that the Court cancel its bond order and instead issue a notice requiring the withholding of an amount from income for support in accordance with Ohio Revised Code § 3121.03(A).

When the support obligor begins to receive income from a payor, the Court will collect on the bond if the Court determines that payments due under this support order have not been made and that the amount that has not been paid is at least equal to the support owed for one month under this support order.

The Court shall issue a notice requiring the withholding of an amount from the support obligor's income for support in accordance with Ohio Revised Code § 3121.03(A).

The Court finds that the support obligor has no attachable income and has no assets to post a bond.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the support obligor shall seek employment, if able to engage in employment, and shall immediately notify the CJFS-OCSS, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

#### ***NOTICES AND GENERAL INFORMATION***

The health insurance obligor(s) shall provide private health insurance and shall designate the child(ren) subject to this order as (a) covered dependent(s) under the private health insurance policy, contract or plan.

The parent(s) ordered to provide private health insurance for the child(ren), pursuant to Ohio Revised Code §3119.30, shall no later than 30 days after the issuance of the order supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

The health plan administrator(s) of the health insurance obligor(s) may continue making payments 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 employer(s) of the health insurance obligor(s) is/are required to release to the other parent, any person subject to an order issued under §3109.19 of the Ohio Revised Code, or the CJFS-OCSS, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under this section.

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the CJFS-OCSS shall comply with the requirements of §3119.34 of the Ohio 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 child support obligor and the child support obligee shall comply with the request of the CJFS-OCSS in advance of an administrative review of a support order to provide the following: copy of federal income tax return from the previous year, copy of all pay stubs within the preceding 6 months, copy of all other records evidencing the receipt of any other salary, wages or compensation within the preceding 6 months and, if the child support obligor is a member of the uniformed services and on active military duty, a copy of the child support obligor's Internal Revenue Service Form W-2, "Wage and Tax Statement," and a copy of a statement detailing the child support obligor's earnings and leave with the

uniformed services. The child support obligor and the child support obligee shall also provide a list of available group health insurance and health care policies, contracts and plans and their costs, the current health insurance or health care policy, contract or plan under which the child support obligee and/or obligor is/are enrolled and their costs, including any Tricare program offered by the United States Department of Defense available to the child support obligee, and any other information necessary to properly review the child support order.

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

**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.**

Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than 30 days in jail and/or fine of not more than \$250.00 for a first offense, not more than 60 days in jail and/or fine of not more than \$500.00 for a second offense, and not more than 90 days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff Defendant pay to Plaintiff Defendant, as additional spousal support or property division, the expenses for

his/her attorney fees in the sum of \$ \_\_\_\_\_, for which judgment is rendered and execution may issue.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all restraining orders previously issued by this Court are hereby dissolved and set aside.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Third Party Defendants are hereby dismissed from this action except for: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the costs of this proceeding shall be paid by: *(Check one of the following boxes.)*

- Plaintiff
- Defendant
- Both Plaintiff and Defendant equally
- \_\_\_\_\_.

**IT IS SO ORDERED.**

\_\_\_\_\_  
**JUDGE**

\_\_\_\_\_  
**MAGISTRATE**

\_\_\_\_\_  
**PLAINTIFF**

\_\_\_\_\_  
**DEFENDANT**

\_\_\_\_\_  
**ATTORNEY FOR PLAINTIFF**

\_\_\_\_\_  
**ATTORNEY FOR DEFENDANT**



**INSTRUCTIONS FOR SERVICE**

**TO THE CLERK:**

**PURSUANT TO CIVIL RULE 58(B), WITHIN THREE (3) DAYS OF THE FILING OF THIS JUDGMENT ENTRY, THE CLERK IS DIRECTED TO SERVE NOTICE OF THE FILING OF THIS JUDGMENT ENTRY, THE DATE OF ENTRY UPON THE JOURNAL, AND COPIES OF THE JUDGMENT ENTRY UPON THE FOLLOWING PARTIES AND COUNSEL BY U.S. MAIL AND/OR ELECTRONIC MEANS, IF AVAILABLE:**

PLAINTIFF: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COUNSEL FOR PLAINTIFF:  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

DEFENDANT:  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COUNSEL FOR DEFENDANT:  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**THE CLERK IS FURTHER DIRECTED TO NOTE UPON THE DOCKET THE DATE OF SERVICE, THE JUDGMENT ENTRY SERVED, THE NAME AND ADDRESS OF THE PARTY SERVED, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.**