

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

PLAINTIFF/PETITIONER-01

: Case No. _____
:
: JUDGE _____
:
: MAGISTRATE _____

v.

DEFENDANT/PETITIONER-02/RESPONDENT

: **AGREED JUDGMENT ENTRY**
:
: **MODIFICATION OF ALLOCATION OF**
:
: **PARENTAL RIGHTS AND**
:
: **RESPONSIBILITIES WITH SUPPORT**
:
:

This matter came on for hearing on _____ before Magistrate _____, to whom this matter was referred by the Honorable _____, Judge of the Domestic Relations Division of the Court of Common Pleas upon the Joint Motion to Modify the Allocation of Parental Rights and Responsibilities (# _____) filed _____.

Present were:

- _____ Plaintiff/Petitioner-01
- _____ Defendant/Petitioner-02/Respondent
- _____ Attorney for Plaintiff/Petitioner-01
- _____ Attorney for Defendant/Petitioner-02-Respondent
- Assistant County Prosecuting Attorney _____ on behalf of the Cuyahoga Job and Family Services, Office of Child Support Services, (CJFS – OCSS).

The Court finds that all unrepresented parties have been advised of the right to counsel in this proceeding and have voluntarily and knowingly waived said right. The Court further finds that the parties have resolved their differences by agreement, the terms of which are set forth herein attached hereto and incorporated herein by reference as Exhibit _____. The Court finds that said agreement is fair, just and equitable. The Court further finds that the parties waive any rights under Ohio Civil Rule 53.

The parties desire to have the parental rights and responsibilities modified as indicated below for the following child(ren):

Full name and Date of Birth of each child:

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

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.

(Check only one of the following boxes)

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:
-
-
-

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

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 _____

Private Health Insurance
(Check one of the following two boxes)

The Court finds that neither parent has accessible private health insurance 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 private health insurance coverage for the children named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain private health insurance 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 private health insurance coverage for the children has been obtained.

If private health insurance 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 insurance 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 _____.

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, 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:

-OR-

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

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
- Obligees' 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.

Support Arrearage

(Check one of the following two boxes)

The Court finds that there are no spousal support, child support or cash medical support arrearages, and no arrearage owed for uncovered health care expenses.

-OR-

The Court finds that as of _____ the arrearage is \$ _____. This sum includes all spousal support, child support and cash medical support arrearages, and arrearage owed for uncovered health care expenses.

-AND- (*if applicable*)

The Court finds that the Plaintiff Defendant agrees to waive the support arrearage owed by Plaintiff Defendant as of _____ (date) except for any arrearage owed for cash medical support, processing charges, and any other monies owed to the State of Ohio.

(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 arrearage.

-OR-

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

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.

Any orders not modified herein shall remain in full force and effect.

Costs adjudged against:

- Plaintiff
- Defendant
- Both parties equally

IT IS SO ORDERED.

JUDGE

MAGISTRATE

APPROVED:

Plaintiff/Petitioner-01

Defendant/Petitioner-02/Respondent

Attorney for Plaintiff/Petitioner-01

Attorney for Defendant/Petitioner02-Respondent

Assistant County Prosecuting Attorney for CJFS-OCSS/UIFSA Petitioner

ACKNOWLEDGMENT AND WAIVER OF EACH PARTY APPEARING WITHOUT COUNSEL

I have been informed that I have the right to be represented by an attorney at this hearing. I have decided not to have a lawyer assist me. By signing this Waiver, I confirm that I am waiving my right to legal representation at this hearing.

Check applicable box(es)

- I am aware that my spouse/former spouse is represented by an attorney.
- I am aware that the Assistant Prosecuting Attorney represents only the interests of the State of Ohio and the Cuyahoga County Support Enforcement Agency.
- I am aware that the Guardian ad Litem (GAL) represents our minor child(ren).

I have freely and voluntarily signed the attached Agreed Judgment entry and any attached documents with a full understanding of these documents.

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

Print Name

Signature

I have been informed that I have the right to be represented by an attorney at this hearing. I have decided not to have a lawyer assist me. By signing this Waiver, I confirm that I am waiving my right to legal representation at this hearing.

Check applicable box(es)

- I am aware that my spouse/former spouse is represented by an attorney.
- I am aware that the Assistant Prosecuting Attorney represents only the interests of the State of Ohio and the Cuyahoga County Support Enforcement Agency.
- I am aware that the Guardian ad Litem (GAL) represents our minor child(ren).

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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

Print Name

Signature