

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

PLAINTIFF	:	CASE NO. DR _____
vs.	:	JUDGE _____
DEFENDANT	:	JUDGMENT ENTRY OF LEGAL SEPARATION (With Children) (Separation/In-Court Agreement Attached)

This cause came on for hearing on _____, 20____ 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- Complaint of Plaintiff and the evidence, Defendant having withdrawn his/her Answer or Answer and Counterclaim.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- Counterclaim of Defendant and the evidence, Plaintiff having withdrawn his/her Complaint.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:

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.

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 EXEMPTION

The Court finds that upon considering Ohio Revised Code §3119.82, the dependency exemption for the child(ren) who is/are the subject of this order for federal income tax purposes shall be awarded as set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following person(s) shall claim the dependency exemption for the child(ren) who is/are the subject of this order 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 section 152 of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C. 1, as amended, to enable the parent who has been awarded the right to claim the dependency exemption(s) for 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.

CHILD(REN)'S HEALTH CARE

Uncovered Healthcare Expenses

The Court finds that pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the health care of the child(ren) who is/are not covered by private health insurance or cash medical support as calculated in accordance with Ohio Revised Code §3119.022 or §3119.023.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff pay ____% and the Defendant pay ____% of the annual costs of the health care needs of the child(ren) that exceed the amount of cash medical support ordered to be paid, if any, when private health insurance coverage is not available or is not being provided in accordance with this order, or of the uninsured health care costs or co-payment or deductible cost required under the health insurance policy, contract or plan that covers the child(ren) when private health insurance coverage is being provided in accordance with this order.

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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that both parents shall immediately inform the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) if private health insurance coverage for the child(ren) becomes available to either of them. The CJFS-OCSS shall determine if the private health insurance is available at a reasonable cost and if coverage is reasonable, order the parent(s) to obtain private health insurance.

-OR-

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

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

The Court further finds that the contributing cost (*cost of adding the child(ren) to existing coverage or difference between self-only and 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 contributing cost (cost of adding the child(ren) to existing coverage **or** difference between self-only and 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 that exceeds the Health Insurance Maximum for that parent.

Plaintiff Defendant has requested to obtain or maintain private health insurance that 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 contributing 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), until further order of Court.

If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren) Plaintiff's Defendant's health insurance plan shall be considered the primary health insurance plan for the child(ren).

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.

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 actual **annual** child support obligation, as determined by the applicable worksheet, is \$_____ when private health insurance **IS** being provided (*Line 23c, Child Support Computation Worksheet – Sole Residential Parent or Shared Parenting Order or Line 22g, Child Support Computation Worksheet-Split Parental Rights and Responsibilities*) and \$_____ when private health insurance **IS NOT** being provided (*Line 26c, Child Support Computation Worksheet – Sole Residential Parent or Shared Parenting Order or Line 24g, Child Support Computation Worksheet-Split Parental Rights and Responsibilities*). Pursuant to Ohio Revised Code §3119.22, the actual annual obligation would be unjust and inappropriate and would not be in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

- Special and unusual needs of the children
- Extraordinary obligations for minor children or obligations for handicapped children who are not offspring of this marriage
- Extended parenting time/extraordinary costs associated with parenting time
- Obligor obtaining additional employment to support a second family
- Financial resources and earning ability of child
- Disparity in income between parties or households
- Benefits either parent receives from remarriage or sharing living expenses with another person
- Amount of federal, state, and local taxes paid or estimated
- Significant in-kind contributions
- Relative financial resources and needs of each parent
- Need and capacity of child for education and educational opportunities
- Responsibility of each parent to support others
- Other relevant factors (*specify*): _____

Extraordinary circumstances associated with shared parenting (Only if Shared Parenting is ordered - check all that apply):

- Amount of time children spend with each parent
- Ability of each parent to maintain adequate housing
- Each parent's expenses, including child care, school tuition, medical expenses, dental expenses, and other expenses
- Other circumstances (specify): _____

The child support order, stated below, deviates from the actual annual obligation.

Monthly Child/Cash Medical Support Obligation

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the child support obligor shall pay child support and/or cash medical support to the child support obligee, and/or his/her assignee(s), for the minor child(ren) named above in the following sums, plus 2% processing charge:

- when private health insurance IS being provided by a parent in accordance with this order:

\$ _____ per month (\$ _____ per month per child) as child support

- when private health insurance IS NOT being provided by a parent in accordance with this order:

\$ _____ per month (\$ _____ per month per child) as child support plus

\$ _____ per month (\$ _____ per month per child) as cash medical support

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

If private health insurance coverage is being provided and becomes unavailable or is terminated, the child support obligor shall begin paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and shall cease paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support.

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, because Private Health Insurance is is not ordered to be provided at this time. 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 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, DRIVER'S 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.

DIVISION OF PROPERTY

Real Property

(Check one of the following two boxes)

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

-OR-

The Court finds that the parties have an interest in real property located at:

(Check one or both of the following boxes if real property is owned)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant is hereby awarded as division of property Plaintiff Defendant 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.

-AND/OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that _____

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant is hereby awarded as division of property Plaintiff Defendant 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.

-AND/OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that _____

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: _____

(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.

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.