

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

<b>MARY DOE,</b>	:	
	:	<b>Case No. 11-DIV-000</b>
<b>vs.</b>	:	
<b>JOHN DOE,</b>	:	<b>JUDGMENT ENTRY</b>
	:	<b>DECREE OF DIVORCE</b>
<b>Plaintiff,</b>	:	
	:	
<b>Defendant.</b>	:	

This cause came on for hearing on March 2, 2011 upon the complaint of the Plaintiff, and upon consideration thereof, the Court enters judgment as hereinafter set forth.

The Court finds that Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately preceding the filing of the initial complaint for divorce. The Court also finds that the Plaintiff has been a resident of Ashland County, Ohio for at least 90 days immediately preceding the filing of the initial complaint for divorce.

The Court finds that the parties were married at Ashland, Ohio on February 1, 1997, and that two (2) children have been born as issue of this marriage, to-wit: James Doe, born September 15, 1998 and Margaret Doe, born October 1, 2000. The Court also finds that the parties are incompatible as alleged in the Complaint, and that the Plaintiff is entitled to a divorce as demanded.

The Court also finds that all parties were properly served with notice of the final hearing, and that this Court has jurisdiction of the subject matter of this matter and of the

parties hereto.

Based on the evidence presented, the Court finds that the dates for determining the meaning of "during the marriage" are the date of the parties' marriage, February 1, 1997, and the date of final hearing, March 2, 2011.

### **Termination of Marriage**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage relationship existing between the parties should be and is hereby terminated and dissolved, both parties released therefrom, and that a Decree of Divorce is hereby awarded to the Plaintiff. Both parties shall hereafter continue to live separate and apart from each other, and neither shall annoy, molest, interfere with or harass the other in any way or manner, either directly or indirectly.

### **Restoration of Former Name**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall be restored to her former name of **Mary Roe**.

### **Allocation of Parental Rights**

Upon consideration of all the factors enumerated in R.C. 3109.04(F), including but not limited solely to those identified in the findings set forth below, the Court finds it to be in the best interest of the parties' minor children that the Plaintiff, Mary Doe, be allocated the parental rights and responsibilities for the care and maintenance of the parties' minor children.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Mary Doe shall be designated the residential parent of the minor children James Doe and Margaret Doe.

Neither party shall obstruct the development and maintenance of love and affection between the children and the other parent. In addition, neither parent will interfere with reasonable communication by telephone, writing or visitation. Finally, neither party shall say or do anything that may estrange either child from the other parent.

Both parties shall consult frequently concerning the welfare of the children with a view of continuing a harmonious policy calculated to promote the best interest of the minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall be entitled to frequent and liberal parenting time with the parties' minor children as the parties shall agree, but in any event no less than that provided pursuant to and in conformity with the provisions of Local DR Rule 20, Form 20.00 as attached hereto and incorporated herein by reference.

The Defendant is given three (3) days from the date this Decree becomes a final order of the Court, to voluntarily deliver the children to Plaintiff in compliance with this Judgment Entry, unless otherwise ordered by the Court. If the children are not delivered within that time period, then the Sheriff of Ashland County, Ohio is directed to deliver the children involved in this action to the party that is to receive the same by virtue of their status as residential parent.

### **Child Support**

IT IS ORDERED, ADJUDGED and DECREED that for purposes of this Judgment Entry, Defendant is the Child Support Obligor and Plaintiff is the Child Support Oblige.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the worksheet used

to compute child support and cash medical support under Ohio Revised Code Sections 3119.022 or 3119.23 is attached and incorporated herein by reference.

This Order for child support and medical support is effective on the date this Judgment Entry is journalized by the Clerk of Courts.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that on the first day of the month private health insurance is being provided, the Child Support Obligor shall pay **\$442.96** per month, per child, for two (2) children, for current child support, plus 2% processing charge, for a total of **\$903.64** per month.

On the first day of the month following the month in which private health insurance is not being provided, the Child Support Obligor shall pay **\$462.04** per month, per child, for two (2) children, for current child support, plus 2% processing charge, for a total of **\$942.56** per month.

On the first day of the month following the month in which private health insurance is not being provided, the Child Support Obligor shall pay **\$81.415** per month, per child, for two (2) children, for **cash medical support**, plus 2% processing charge, for a total of **\$166.09** per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with R.C. § 3119.30(C), the Child Support Obligor shall pay cash medical support during any period in which the children are not covered by private health insurance pursuant to this support order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with R.C. §3119.32(I), upon receipt of notice by the Child Support Enforcement Agency

(CSEA) 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 worksheets in Section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support and cash medical support in accordance with the terms of the court order(s) without a hearing or additional notice to the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Child support shall be paid until: (1) the child reaches age 18, if the child is not attending a recognized and accredited high school on a full-time basis; (2) the child reaches age 19, so long as the child is attending a recognized and accredited high school on a full-time basis; or (3) until further order of the Court. Support shall be paid by check or money order and any payment shall include all of the following: (1) obligor's name; (2) the court case number; (3) the SETS number (starts with a 70 number); and (4) the obligor's social security number. **Payments shall be made to: Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372.** The obligor may contact the Ashland County Child Support Enforcement Agency (CSEA) at 15 W. Fourth Street, Ashland, Ohio 44805, (Ph: 419-282-5000), for further information about where and how to remit support payments. The obligee is enjoined from accepting and the obligor is enjoined from making any support payments which are not paid through Ohio Child Support Payment Central or the Ashland County Child Support Enforcement Agency. Any current or delinquent support payment made directly by the obligor to the obligee shall be deemed a gift.

**MONTHLY ADMINISTRATION OF THE ORDER:** *Regardless of the frequency or the amount of support payments to be made under this Order, the Ashland County Child Support Enforcement Agency shall administer it on a monthly basis, in accordance with Ohio Revised Code Sections 3121.51 to 3121.54. For purposes of Ohio Revised Code Section 3121.52, the monthly amount due under this support order for purposes of its monthly administration is \$903.64 (including a 2% processing fee). Payments under this order are to be made in the manner ordered by this Court or the Ashland County Child Support Enforcement Agency. If the payments are to be made other than on a monthly basis, the required monthly administration of the Order does not affect the frequency or the amount of the support payments to be made under this Order.*

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

**NOTIFICATION REGARDING TERMINATION OF ORDER:** *The residential parent and legal custodian of the child(ren) subject to this Order, or the person who otherwise has custody of said child(ren) shall immediately notify, and the obligor may notify, the Ashland County Child Support Enforcement Agency of any reason for which this child support order should terminate. With respect to this Order, a willful failure to notify the Child Support Enforcement Agency is contempt of Court. The reason for which a child support should terminate including all of the following:*

- (A) the child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;*
- (B) The child ceasing to attend an accredited high school on a full-time basis after attaining the age of majority, if the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;*
- (C) the child's death;*
- (D) the child's marriage;*
- (E) the child's emancipation;*
- (F) the child's enlistment in the armed services;*

*(G) the child's deportation; and*

*(H) change of legal custody of the child.*

**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. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES OF 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 YOU 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.**

The Court FURTHER DETERMINES and DIRECTS that any and all child support arrearages which accrued during the pendency of this action, and which were payable to Plaintiff shall survive and not be merged with the final decree of divorce. The Court therefore DETERMINES and DIRECTS that Defendant shall pay to Plaintiff all outstanding temporary child support arrearages which accrued during the pendency of this case.

#### **Dependent Health Care Insurance and Health Care Expenses**

IT IS ORDERED, ADJUDGED and DECREED as follows:

**Definition:** The term “health care expenses” is defined, for the purposes of this order, as medical, dental, surgical, hospital, prescription drug, optical, orthodontic, mental health, chiropractic, and physical therapy services and charges which may be reasonable and appropriate to serve the health care needs of a child.

**Notification of Illness:** Each parent shall promptly notify the other parent of an injury or illness of a child which has necessitated health care, and which occurs while a child is in the care of that parent. The notification shall include an estimate of the cost of any health care expenses incurred, if the parent has such information when the notification is made.

**Process for Payment of Health Care Expenses:** The parent who obtains health care for a child is solely responsible for the submission of the health care bill associated with such care to the insurance company for payment. That parent shall submit the health care bill to the insurance company personally, or through the health care provider. If the insurance company “explanation of benefits” form for the submitted health care bill is received by the parent who obtained the health care service, a copy of the “explanation of benefits” form shall be provided to the other parent within 14 days of receipt of the form. Once the health care bill has been processed by the applicable health care insurance plan, both parents shall pay their respective share of any uninsured or uncovered health care expense within 45 days of receiving a copy of the explanation of benefits, or receipt of a copy of the service provider’s statement showing application of all insurance coverage, whichever is later. When a parent pays all (100%) of an out-of-pocket expense, co-pay, deductible or uninsured health care expense, the other parent shall reimburse the paying parent their portion of the expense within 30 days following receipt

of a copy of the paid bill receipt and a Form 8.00 health care expense worksheet.

**Uninsured Health Care Expenses:** In accordance with R.C. §3119.30 or §3119.32, that the Child Support Obligor shall pay **61%** and the Child Support Oblige, shall pay **39%** of the costs of the health care expenses of the parties' child(ren) identified herein, that exceeds the amount of cash medical support ordered to be paid, if any, when private health insurance coverage is not available as indicated below, **OR** of the uninsured health care costs or co-payment or deductible costs required under the health insurance policy, contract or plan that covers the child(ren), when private health insurance coverage is available as indicated below.

**Health Insurance Coverage:**

- If this box is checked, private health insurance coverage that is accessible and reasonable in cost through a group policy, contract, or plan **is available** to: **Plaintiff, John Doe**. Therefore, in accordance with R.C. §3119.30, it is hereby ORDERED that, no later than 30 days after the issuance of this support order, Plaintiff John Doe shall secure and maintain private health insurance for the child(ren) named herein and he shall hereafter be referred to as the **Health Insurance Obligor**.
- If this box is checked, the costs of private health insurance **exceed** the health insurance maximum indicated on **line 7b** of the Child Support Guidelines Computation Worksheet, **and** (check the following that apply):
  - Both parties agree that (select one if applicable):
    - Party Name** shall obtain or maintain private health insurance that exceeds the health insurance maximum for that parent.
    - Both Parties** shall obtain or maintain private health insurance that exceeds the health insurance maximum for that parent.
  - Party Name** has requested to obtain or maintain the private health insurance that exceeds the health insurance maximum for that parent.
- If this box is checked, the private health insurance **is** considered accessible when primary care services are not located within 30 miles of the child(ren)'s residence, but are located farther than 30 miles from the child(ren)'s residence, **because** residents in part or all of the child(ren)'s immediate geographic area customarily travel farther distances than thirty miles for primary care services.
- If this box is checked, the custodial parent is dependent upon public

transportation; therefore, private health insurance must also provide primary care services that are available by public transportation in order to be considered accessible.

- If this box is checked, private health insurance coverage that is accessible and reasonable in cost is not available through any group policy, contract, or plan available to the Child Support Obligor or Child Support Oblige. Therefore, in accordance with R.C. §3119.30, it ORDERED that if, after the issuance of this order, private health insurance coverage for the child(ren) named herein becomes available through any group policy, contract, or plan available to the Child Support Obligor or Child Support Oblige, **the Child Support Obligor or Child Support Oblige to whom the coverage becomes available SHALL IMMEDIATELY INFORM THE CSEA OF THE AVAILABLE COVERAGE.** When the CSEA becomes aware through reporting by either party or by any other means that private health insurance may be available, the CSEA will then determine whether the private health insurance coverage is reasonable in cost. When the CSEA determines that the private health insurance coverage **is** reasonable in cost, the CSEA shall notify both parties that the person to whom the coverage is available is now the **Health Insurance Obligor**, and is ordered to secure and maintain private health insurance for the child(ren) named herein, and to meet the requirements identified under “**Notice to the Health Insurance Obligor**” without an additional court order or hearing.

**Notice to Health Insurance Obligor(s):**

1. Within 30 days of the date of this support order, the Health Insurance Obligor must designate the child(ren) named herein as covered dependents under any health insurance policy, contract, or plan for which the Health Insurance Obligor contracts.
2. The individuals who are designated to be reimbursed by the health plan administrator for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the child(ren) named herein are:

	<b>OBLIGOR</b>	<b>OBLIGEE</b>
<b>NAME:</b>	JOHN DOE	JANE DOE
<b>ADDRESS:</b>	800 Easy Street Ashland, Ohio 44805	1800 Gold Lane Ashland, Ohio 44805
<b>PHONE:</b>	000-606-0000	000-651-0000

3. The health plan administrator that provides the health insurance coverage for the child(ren) named herein may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable health insurance policy, contract or plan.
4. The Health Insurance Obligor may be required to pay co-payment or deductible costs required under the health insurance policy, contract or plan that covers the child(ren) named herein.
5. The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under R.C. §3109.19, or the CSEA upon 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 R.C. §3119.32 and any order or notice issued under R.C. §3119.32.
6. If the Health Insurance Obligor obtains new employment, the CSEA shall comply with the requirements of R.C. §3119.34, which may result in the issuance of a

notice requiring the new employer to take whatever action is necessary to enroll the child(ren) named herein in private health insurance coverage provided by the new employer.

7. Within 30 days of the date of this support order, the Health Insurance Obligor must provide to the other party information regarding the benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

#### **Allocation of Dependents for Tax Purposes**

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Defendant, shall be entitled to declare the parties' minor child James Doe on his federal, state or other income tax returns as a dependent and Plaintiff shall be entitled to declare the parties' minor child Margaret Doe on her federal, state or other income tax returns as a dependent.

Defendant's right to declare any of the parties' minor children as a dependent for income tax purposes shall be contingent upon the Defendant being no more than four (4) weeks in arrears in his child support obligation to Plaintiff for the calendar year for which the dependency exemption is to be claimed as of January 31 of the following year. In the event Defendant is more than four (4) weeks in arrears in his child support obligation to the Plaintiff as of January 31 of the following calendar year, then Plaintiff shall be entitled to declare the parties' minor children on her federal, state or other tax returns as

dependents.

So long as the non-residential/non-custodial parent qualifies for and is entitled to claim the parties' minor child as a dependent on his or her tax returns pursuant to this Decree, the Plaintiff shall annually execute and deliver to Defendant the proper waiver or declaration required by the United States Internal Revenue Code and any regulations promulgated thereunder. When required pursuant to this Decree, the Plaintiff shall deliver or provide Defendant with the proper IRS waiver or declaration on or before March 1 of the year following the calendar year for which the dependency exemption for the minor child(ren) shall be claimed.

### **Property Division**

IT IS ORDERED, ADJUDGED AND DECREED that the parties' marital property and debt be distributed between the parties as follows:

#### **Real Estate:**

The Plaintiff shall retain full fee simple title to the real estate located at 1800 Gold Lane, Ashland, Ohio 44805, and further described as being situated in the City of Ashland, County of Ashland and State of Ohio, and being Lot No. 001 in the Gold Lane Subdivision, South Ashland. Deed Ref. Vol. 1, Page 1, Ashland County Deed Records. Parcel No. P44-0-000-0000-00. There is no outstanding mortgage debt associated with this property.

Defendant shall quitclaim his interest in the real estate to Plaintiff by sufficient deed within 30 days following the date of this Decree.

#### **Bank and Investment Accounts:**

Each party shall hereafter retain all bank, savings, investment and other monetary accounts currently titled in their respective names, free from any claim on the part of the opposing party.

**Motor Vehicles:**

Plaintiff shall retain all title to the 2009 Chevrolet Equinox titled in her name, free from all claims of the Defendant.

Defendant shall retain all title to the 2008 Ford F250 pickup truck titled in his name, free from all claims of the Plaintiff.

**Other Assets:**

Each party shall further retain their respective, separate interests in any retirement, pension plan, life insurance policy or other intangible asset not otherwise identified in this Decree, free from any claim of the opposing party.

The Court FURTHER ORDERS, ADJUDGES AND DECREES that Plaintiff shall be responsible for paying, shall hold Defendant harmless from, and indemnify Defendant for the following debts and expenses:

Sears credit card account ...000 with a balance due of approximately \$3,250.00, and the First National Bank auto loan No. ....1111, secured by her 2009 Chevrolet Equinox.

The Court FURTHER ORDERS, ADJUDGES AND DECREES that Defendant shall be responsible for paying, shall hold Plaintiff harmless from, and indemnify Plaintiff for the following debts and expenses:

Home Depot credit card account ... 818 with a balance due of approximately

\$750.00 and the Ford Credit auto loan No. ...1230 secured by his 2008 Ford F250 truck.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that where required to affect the distribution set forth above, each party shall deliver any and all duly and properly executed deeds, titles, certificates, or other instruments or documents necessary to transfer title of an asset, or the asset itself, to the party to whom such property is awarded no later than 30 days following the date of this Decree.

Upon the failure of either party to execute and deliver any deed, conveyance, title, certificate, or other document or instrument to the other party, then pursuant to Civ. R. 70, a certified copy of this Decree shall constitute and operate as such a properly executed document. The County Auditor, County Recorder, Clerk of Courts, and any and all other public and private officials and/or agencies are hereby authorized and directed to accept the certified copy of this Decree as any such document regularly required for any such conveyance or transfer. The Court further retains jurisdiction to issue additional, specific orders of transfer to carry out the terms of this Decision upon its adoption by the Court, in accordance with Civ. R. 70.

### **Spousal Support**

The Court FURTHER ORDERS, ADJUDGES AND DECREES that neither party shall be obligated to pay spousal support to the other. The Court shall **not** retain any further jurisdiction with regard to the amount, frequency or duration of spousal support.

### **Attorney Fees and Costs**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall

pay the cost and expense associated with their respective legal counsel. **Court costs** associated with this action are hereby assessed against, and shall be paid by \_\_\_\_\_, subject to the provisions of Ashland County Local Rule 2.04(B).

It is so ordered..

\_\_\_\_\_  
Judge Ronald P. Forsthoefel

\_\_\_\_\_  
Magistrate Mark C. Heydinger

APPROVED BY:

\_\_\_\_\_  
Sue Himm, Esq., #0007777  
Attorney for Plaintiff

\_\_\_\_\_  
Andy Broke, Esq. #001234  
Attorney for Defendant