

JOHN C. KLAHN
CLERK OF COURTS
OTTAWA COUNTY, OHIO

2021 AUG -4 A 10:00

IN THE COMMON PLEAS COURT OF OTTAWA COUNTY, OHIO

In re: REQUIREMENT FOR INITIAL) Judge Bruce Winters
ACTIONS IN DOMESTIC)
RELATIONS PROCEEDINGS) Administrative Order No. 21m:01

In order to ensure the proper administration of justice and make certain that all
pleadings accepted for filing by the Clerk of Courts are complete,

IT IS HEREBY ORDERED:

The Clerk of Courts shall accept for filing only pleadings that comply with the
attached document entitled "Requirement for Initial Actions."


Judge

RECORDED AND JOURNALIZED

REQUIREMENTS FOR INITIAL ACTIONS

All listed forms must be included, satisfactorily complete, legible, signed, and notarized, where applicable, in order to be accepted for processing.

A. DIVORCE, ANNULMENT, AND LEGAL SEPARATION ACTIONS:

- ☐ Complaint
- ☐ Instructions for service of the Complaint and other pleadings
- ☐ Affidavit of Basic Information, Income and Expenses
- ☐ Affidavit of Property and Debt
- ☐ Parenting Proceeding Affidavit (for actions with children)
- ☐ Health Insurance Affidavit (for actions with children)
- ☐ Motion for Temporary Orders (if applicable)

B. DISSOLUTION OF MARRIAGE ACTIONS:

- ☐ Petition for Dissolution of Marriage
- ☐ Waiver of Service of Summons
- ☐ Affidavit of Basic Information, Income and Expenses
- ☐ Affidavit of Property and Debt
- ☐ Parenting Proceeding Affidavit (for actions with children)
- ☐ Health Insurance Affidavit (for actions with children)
- ☐ Separation Agreement
- ☐ Shared Parenting Plan or Parenting Plan (for actions with children)
- ☐ Judgment Entry – Decree of Dissolution of Marriage

OTTAWA COUNTY COMMON PLEAS COURT CASE DESIGNATION SHEET

Fax: 419-734-6875 email: cpclerksfilings@co.ottawa.oh.us

PLAINTIFF

Case No. _____

-vs-

Date of Filing _____

DEFENDANT

ATTORNEY FOR PLAINTIFF

Civil

- (CVA) () PROFESSIONAL TORT (Medical Malpractice?) Y () N ()
(CVB) () PRODUCT LIABILITY
(CVC) () ALL OTHER TORTS
(CVD) () WORKERS COMPENSATION
(CVE) () FORECLOSURE
(CVF) () ADMINISTRATIVE APPEAL
(CVH) () ALL OTHER CIVIL
() OHIO MORTGAGE BROKER ACT (revised code chapter 1322)
() CONSUMER SALES PRACTICES ACT (revised code chapter 1345)
() SPECIFY: _____
(CVG) () SHOULD THIS BE DESIGNATED AS "COMPLEX LITIGATION" PURSUANT TO
SUPERINTENDENCE RULE 8.01(B)?

IS THIS A REILING? () OR A COMPANION CASE? ()

IS THIS COMPLAINT TO BE SENT TO THE OHIO ATTORNEY GENERAL? () (copy to be provided by attorney)

Domestic

COMPLAINT FOR:

- (DRA) () DIVORCE WITH MINOR CHILDREN
(DRB) () DIVORCE WITHOUT MINOR CHILDREN
(DRC) () DISSOLUTION WITH MINOR CHILDREN
(DRD) () DISSOLUTION WITHOUT MINOR CHILDREN
(DRH) () CIVIL DOMESTIC VIOLENCE
(DRI) () U.R.E.S.A
(DRJ) () PARENTAGE

MOTION FOR:

- (DRE) () CHANGE OF CUSTODY
(DRF) () VISITATION ENFORCEMENT OR MODIFICATION
(DRG) () SUPPORT ENFORCEMENT OR MODIFICATION
(DRK) () ALL OTHER SPECIFY: _____

NOTICE: THIS CASE DESIGNATION SHEET MUST BE COMPLETED BY COUNSEL FOR PLAINTIFF AND FILED WITH THE CLERK WHEN THE COMPLAINT IS FILED.

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Petitioner 1

Magistrate

and

Name

Street Address

City, State and Zip Code

Petitioner 2

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 16) and either a Shared Parenting Plan (Uniform Domestic Relations Form 17) or a Parenting Plan (Uniform Domestic Relations Form 18), if applicable, must be filed with this Petition.

**PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS ☐ WITH CHILDREN ☐ WITHOUT CHILDREN**

The Petitioners, _____ (my name) and
_____ (spouse's name), say as follows:

1. ☐ _____ (my name) ☐ _____ (spouse's name)
☐ Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. ☐ _____ (my name) ☐ _____ (spouse's name)
☐ Both parties has/have been (a) resident(s) of _____ County for at least 90 days immediately before the filing of this Petition.
3. The Petitioners were married to one another on _____ (date of marriage) in

_____ (city or county, and state).

4. Check all that apply:

- ☐ There is/are no child(ren) expected from this marriage or relationship.
- ☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is: _____.
- ☐ There is/are no child(ren) from this marriage or relationship.
- ☐ The Petitioners are parents of _____ (number) child(ren) from this marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) of child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

Name of Child

Date of Birth

_____	_____
_____	_____
_____	_____

- ☐ I am not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

- ☐ My Spouse is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that issued the custody or parenting order): _____

6. ☐ The Petitioners have entered into a Separation Agreement which is attached.

If Petitioners have (a) minor child(ren) (select one):

- ☐ The Petitioners have agreed to a Parenting Plan which is attached.
- ☐ The Petitioners have agreed to a Shared Parenting Plan which is attached.

7. The Petitioners further say as follows:

- ☐ We are both over 18 years of age.
- ☐ We are not under any legal disability.
- ☐ We waive all rights to receive summons for the dissolution action through the Clerk of Courts.

☐ We have read this Petition and voluntarily ask this Court to dissolve the marriage.

8. ☐ The Petitioner _____ requests to be restored
to the former name of: _____

The Petitioners request the Court for a Decree of Dissolution of their marriage pursuant to the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

My Signature

My Spouse's Signature

Telephone number at which the Court may reach
you or at which messages may be left for you

Telephone number at which the Court may reach
you or at which messages may be left for you

COURT OF COMMON PLEAS
COUNTY, OHIO

Plaintiff/Petitioner 1

v./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed.

This affidavit is used to make complete disclosure of income, expenses and money owed. It is used to determine child and spousal support amounts. Do not leave any category blank. Write "none" where appropriate. If you do not know exact figures for any item, give your best estimate and put "EST." If you need more space, add additional pages.

AFFIDAVIT OF INCOME AND EXPENSES

Affidavit of _____

(Print Your Name)

Date of marriage _____

Date of separation _____

SECTION I - INCOME

	Your Name	Spouse's Name
Employed	☐ Yes ☐ No	☐ Yes ☐ No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	☐ 12 ☐ 24 ☐ 26 ☐ 52	☐ 12 ☐ 24 ☐ 26 ☐ 52

A. YEARLY INCOME, OVERTIME, COMMISSIONS AND BONUSES FOR PAST THREE YEARS

	Your Name	Spouse's Name
Base yearly income	\$ _____ 3 years ago	20 _____ \$ _____
	\$ _____ 2 years ago	20 _____ \$ _____
	\$ _____ Last year	20 _____ \$ _____
Yearly overtime, commissions and/or bonuses	\$ _____ 3 years ago	20 _____ \$ _____
	\$ _____ 2 years ago	20 _____ \$ _____
	\$ _____ Last year	20 _____ \$ _____

B. COMPUTATION OF CURRENT INCOME

	<u> Your Name </u>	<u> Spouse's Name </u>
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
☐ Workers' Compensation		
☐ Social Security		
☐ Other: _____	\$ _____	\$ _____
Retirement benefits		
☐ Social Security		
☐ Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
Other income (type and source)		
_____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS

Minor and/or dependent child(ren) who are from this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above children there is/are in your household:

_____ adult(s)
_____ other minor and/or dependent child(ren).

SECTION III – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	\$	_____
Real estate taxes (if not included above)	\$	_____
Real estate/homeowner's insurance (if not included above)	\$	_____
Second mortgage/equity line of credit	\$	_____
Utilities		
o Electric	\$	_____
o Gas, fuel oil, propane	\$	_____
o Water and sewer	\$	_____
o Telephone	\$	_____
o Trash collection	\$	_____
o Cable/satellite television	\$	_____
Cleaning, maintenance, repair	\$	_____
Lawn service, snow removal	\$	_____
Other: _____	\$	_____
_____	\$	_____
TOTAL MONTHLY :		\$ _____

B. OTHER MONTHLY LIVING EXPENSES

Food

- ☐ Groceries (including food, paper, cleaning products, toiletries, other) \$ _____
- ☐ Restaurant \$ _____

Transportation

- ☐ Vehicle loans, leases \$ _____
- ☐ Vehicle maintenance (oil, repair, license) \$ _____
- ☐ Gasoline \$ _____
- ☐ Parking, public transportation \$ _____

Clothing

- ☐ Clothes (other than children's) \$ _____
- ☐ Dry cleaning, laundry \$ _____

Personal grooming

- ☐ Hair, nail care \$ _____
- ☐ Other \$ _____

Cell phone

\$ _____

Internet (if not included elsewhere)

\$ _____

Other

\$ _____

TOTAL MONTHLY \$ _____

C. MONTHLY CHILD-RELATED EXPENSES

(for children of the marriage or relationship)

Work/education-related child care \$ _____

Other child care \$ _____

Unusual parenting time travel \$ _____

Special and unusual needs of child(ren) (not included elsewhere) \$ _____

Clothing \$ _____

School supplies \$ _____

Child(ren)'s allowances \$ _____

Extracurricular activities, lessons \$ _____

School lunches \$ _____

Other \$ _____

TOTAL MONTHLY \$ _____

D. INSURANCE PREMIUMS

Life	\$	
Auto	\$	
Health	\$	
Disability	\$	
Renters/personal property (if not included in part A above)	\$	
Other	\$	
TOTAL MONTHLY		\$

E. MONTHLY EDUCATION EXPENSES

Tuition		
o Self	\$	
o Child(ren)	\$	
Books, fees, other	\$	
College loan repayment	\$	
Other	\$	
	\$	
TOTAL MONTHLY:		\$

**F. MONTHLY HEALTH CARE EXPENSES
(not covered by insurance)**

Physicians	\$	
Dentists	\$	
Optometrists/opticians	\$	
Prescriptions	\$	
Other	\$	
	\$	
TOTAL MONTHLY:		\$

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$	
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$	
Spousal support paid to former spouse(s)	\$	
Subscriptions, books	\$	
Entertainment	\$	

Charitable contributions	\$	
Memberships (associations, clubs)	\$	
Travel, vacations	\$	
Pets	\$	
Gifts	\$	
Bankruptcy payments	\$	
Attorney fees	\$	
Required deductions from wages (excluding taxes, Social Security and Medicare) (type) _____	\$	
Additional taxes paid (not deducted from wages) (type) _____	\$	
Other _____	\$	
_____	\$	

TOTAL MONTHLY: \$ _____

H. MONTHLY INSTALLMENT PAYMENTS

(Do not repeat expenses already listed.)

Examples: car, credit card, rent-to-own, cash advance payments

To whom paid	Purpose	Balance due	Monthly payment
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

TOTAL MONTHLY: \$ _____

GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$ _____

OATH

(Do not sign until notary is present.)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this ____ day of _____, _____.

Notary Public

My Commission Expires:

COURT OF COMMON PLEAS

COUNTY, OHIO

Plaintiff/Petitioner 1

v./and

Case No.

Judge

Magistrate

Respondent/Petitioner 2

Instructions: Check local court rules to determine when this form must be filed.

List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." If more space is needed, add additional pages.

AFFIDAVIT OF PROPERTY

Affidavit of

(Print Your Name)

I. REAL ESTATE INTERESTS

	<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1.		\$	☐ Your Name ☐ Spouse's Name ☐ Both	\$	\$
2.		\$	☐ Your Name ☐ Spouse's Name ☐ Both	\$	\$

TOTAL SECTION I: REAL ESTATE INTERESTS \$

II. OTHER ASSETS

Category	Description (List who has possession)	Titled To	Value/Date of Value
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)		
1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
3.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
4.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
5.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
6.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
3.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
4.		☐ Your Name ☐ Spouse's Name ☐ Both	\$

Category
C. Pensions & Retirement plans

Description
(List who has possession)
(Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)

Titled To

Value/Date of Value

1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
3.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
4.		☐ Your Name ☐ Spouse's Name ☐ Both	\$

D. Publicly Held Stocks, Bonds, Securities, & Mutual Funds

1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
3.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
4.		☐ Your Name ☐ Spouse's Name ☐ Both	\$

Category
E. Closely Held Stocks & Other Business Interests and Name of Company

Description
(List who has possession)
(Type of ownership and number)

Titled To

Value/Date of Value

1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$

F. Life Insurance Type
(Term/Whole Life)

(Any cash value or loans)

(Insured party
& value upon death)

1.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
2.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
3.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
4.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		

CategoryDescriptionWho Has PossessionValue/Date of Value**G. Furniture & Appliances**

(Estimate value of those in your possession and value of those in your spouse's possession)

1.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
2.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
3.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
4.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		

H. Safe Deposit Box

(Give location and describe contents)

Titled To

1.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		
2.		☐ Your Name	\$	
		☐ Spouse's Name		
		☐ Both		

I. Transfer of Assets**Explanation:** List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12

months and the reason for each transfer.

1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	
3.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	
4.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	

<u>Category</u>	<u>Description</u> (Also list who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
J. All Other Assets Not Listed Above			
Explanation: List any item you have not listed above that is considered an asset.			

1.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	
2.		☐ Your Name ☐ Spouse's Name ☐ Both	\$	

TOTAL SECTION II: OTHER ASSETS \$ _____

III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances

If you are making any claims in any of the categories below, explain the nature and amount of your claim. **This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.**

<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1.			\$ _____
2.			\$ _____
3.			\$ _____
4.			\$ _____
5.			\$ _____

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS \$ _____

IV. DEBT

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.

Type	Name of Creditor/Purpose of Debt	Account Name	Name(s) on Account	Total Debt Due	Monthly Payment
A. Secured Debt (Mortgages, Car, etc.)					
1.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
2.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
3.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
4.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
5.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
B. Unsecured Debt, including credit cards					
1.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
2.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
3.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$
4.			☐ Your Name ☐ Spouse's Name ☐ Joint	\$	\$

Spouse's Name

☐ Joint

☐

Your Name

☐

Spouse's Name

☐ Joint

\$

\$

5.

TOTAL SECTION IV: DEBT \$

V. BANKRUPTCY

Filed by:

☐

Your Name

☐

Spouse's Name

☐

Both

Date of Filing:
Case Number

Date of Discharge
or Relief from Stay

Type of Case
(Ch. 7, 11, 12, 13)

Current Monthly
Payments

1.

☐

Your Name

☐

Spouse's Name

☐

Both

\$

2.

☐

Your Name

☐

Spouse's Name

☐

Both

\$

TOTAL SECTION V: BANKRUPTCY \$

OATH

(Do Not Sign Until Notary is Present)

I, (print name) _____ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Plaintiff/Petitioner 1

Case No.

Street Address

Judge

City, State and Zip Code

and

Magistrate

Plaintiff/Petitioner 2

Street Address

City, State and Zip Code

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or you or the Spouse are/is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, _____, (name), and _____, (Spouse's name), state the following.

1. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state), and request that the termination of marriage be the date ☐ of final hearing or ☐ as specified: _____

2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. ☐ The parties do not own any real estate.

2. Marital Real Estate

☐ The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property

Awarded to

_____	_____
_____	_____
_____	_____

3. ☐ Each party shall pay and hold the other harmless from any debt owing on real estate the party receives unless otherwise stated in this Agreement.

4. ☐ Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

1. ☐ The parties do not own any titled vehicle(s) in either party's name.
2. ☐ The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. ☐ The parties own titled vehicle(s) which has/have not been divided or transferred.
_____ (name) shall receive the following vehicle(s), free and clear of any claims from the _____ (Spouse's name): _____

and _____ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the _____ (name): _____

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s)
The party receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: _____

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

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. ☐ The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. ☐ The parties have household goods and personal property which have not been divided.

_____ (name) shall have the following: _____

and _____ (Spouse's name) shall have the following: _____

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

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

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. ☐ The parties do not have any financial accounts.
2. ☐ The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ The parties have financial accounts which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____
_____	_____	☐ checking ☐ saving
_____	_____	☐ other: _____

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

5. Other arrangements regarding financial accounts: _____

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

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

1. ☐ The parties do not have any stocks, bonds, securities, or mutual funds.
2. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. ☐ One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds the party receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. ☐ The parties do not have any business interests.
2. ☐ One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. ☐ One or both parties has/have business interests which have not been divided.

_____ (name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and _____ (Spouse's name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

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

- ☐ The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
- ☐ The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
- ☐ The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans received unless otherwise stated in this Agreement.

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

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows:

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

- ☐ The parties do not have any life insurance policy(ies) with a cash value.
- ☐ The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
- ☐ The parties' life insurance policy(ies) has/have not been divided.
_____ (name) shall receive the following policy(ies), free and clear of any claims of the _____ (Spouse's name):

and _____ (Spouse's name) shall receive the following

policy(ies), free and clear of any claims of the _____ (name):

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

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

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

I. Other Property (select one):

1. ☐ The parties do not have any other property.

2. ☐ The property shall be awarded as follows:

Description of Property

To Be Kept By

☐	_____
	(name)
☐	_____
	(Spouse's name)
☐	_____
	(Other)
☐	_____
	(name)
☐	_____
	(Spouse's name)
☐	_____
	(Other)
☐	_____
	(name)
☐	_____
	(Spouse's name)
☐	_____
	(Other)

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

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

☐ The parties do not have any debts.

☐ Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

☐ The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay
			☐ _____ (name)
			☐ _____ (Spouse's name)
			☐ _____ (name)
			☐ _____ (Spouse's name)
			☐ _____ (name)
			☐ _____ (Spouse's name)
			☐ _____ (name)
			☐ _____ (Spouse's name)

Bankruptcy (select one):

☐ The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

☐ Nothing in this order shall prevent the ☐ Plaintiff and ☐ Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for

spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

☐ Neither _____ (name) nor _____ (Spouse's name) shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

☐ _____ (name) ☐ _____ (Spouse's name) shall pay spousal support to _____ (Spouse's name) in the amount of \$ _____ per month plus 2% processing charge for a total of \$ _____ per month, commencing on _____ and due on the _____ day of the month. This spousal support shall continue ☐ indefinitely ☐ for a period of _____.

C. Method of Payment of Spousal Support (select one):

☐ If there are no child(ren), the spousal support payment shall be made directly to the _____ (name) _____ (Spouse's name).
☐ The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency by income withholding at the spouse's place of employment.

☐ The Court shall not retain jurisdiction to modify spousal support.

☐ The Court shall retain jurisdiction to modify the ☐ amount ☐ duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

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

E. Deductibility of Spousal Support for All Tax Purposes (select one):

- ☐ The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.
- ☐ The spousal support paid shall be included in income of the person paying the support.

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

G. Arrearage

- ☐ Any temporary spousal support arrearage will survive this judgment entry.
- ☐ Any temporary spousal support arrearage will not survive this judgment entry.
- ☐ Other: _____

FIFTH: NAME

☐ _____ shall be restored to the prior name of: _____

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

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

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

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

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

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

TENTH: PERFORMANCE OF NECESSARY ACTS

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

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

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

TWELFTH: APPLICABLE LAW

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

THIRTEENTH: MUTUAL RELEASE

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

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

My Signature

Spouse's Signature

Date

Date

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

Petitioner 1

Case No.

Street Address

Judge

City, State and Zip Code

and

Magistrate

Petitioner 2

Street Address

City, State and Zip Code

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE

☐ WITH CHILDREN ☐ WITHOUT CHILDREN

This matter came on for hearing on _____ before ☐ Judge ☐ Magistrate
_____, upon the Petition for Dissolution of Marriage filed on _____.

Present at the hearing were the following persons: _____

FINDINGS

1. At the time of the filing of the Petition, ☐ _____ (my name)
☐ _____ (my Spouse's name)
☐ Both parties was/were a) resident(s) of the State of Ohio for at least six months.
2. ☐ _____ (my name)
☐ _____ (my Spouse's name)
☐ Both parties was/were (a) resident(s) of _____ County for at least 90 days immediately before the filing of the Petition.
3. The parties were married to one another on _____ (date of marriage) in
_____ (city or county, and state).

4. Check all that apply regarding child(ren):

- ☐ There is/are no child(ren) expected from this marriage or relationship.
☐ There is/are child(ren) expected from this marriage or relationship and the approximate due date is:

- ☐ There is/are no child(ren) from this marriage or relationship.
☐ The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are now emancipated adult(s) and not under any disability. The following _____ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

Name of Child

Date of Birth

_____	_____
_____	_____
_____	_____

- ☐ _____ (other parent's name) is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

- ☐ _____ (other parent's name) is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child):

5. ☐ The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child with the Court that has issued the custody or parenting order): _____

6. Petitioner _____ requests to be restored to the former name of:

7. The parties personally appeared before this Court, and more than 30 and less than 90 days have elapsed after the filing of the Petition.

8. Upon examination under oath, the parties acknowledge that they have agreed on the ☐ Shared Parenting Plan or ☐ Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

9. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition, ☐ as modified on _____ and the parties are satisfied with the terms of the Separation Agreement and Plan and fully understand the same. Each

Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.

JUDGMENT

Based upon the findings set out above, it is, therefore, **ORDERED, ADJUDGED, and DECREED** that:

FIRST: DISSOLUTION GRANTED

The dissolution of marriage is granted. The Court approves the ☐ Separation Agreement
☐ Amended Separation Agreement ☐ Shared Parenting Plan ☐ Amended Shared Parenting Plan or
☐ Parenting Plan ☐ Amended Parenting Plan as submitted and releases the parties from the obligations of
their marriage except as set out in the attached ☐ Agreement and ☐ Plan, which is incorporated in this entry.

The parties shall fulfill each and every obligation imposed by the ☐ Agreement and ☐ Plan as submitted
and modified, if applicable. The Plan is approved and this entry shall constitute a Parenting Decree
under R.C. 3109.04(D).

☐ SECOND: NAME

Petitioner _____ is restored to the
prior name of: _____

☐ THIRD: OTHER _____

FOURTH: COURT COSTS

Court costs shall be (select one):

☐ Taxed to the deposit. Court costs due above the deposit shall be paid as follows: _____

☐ Other (specify): _____

JUDGE

My Signature _____ (Name)

Your Signature _____ (Spouse's Name)

Attorney

Attorney