

IN THE C
DIVISION

Plaintiff

vs.

Defendant

Judge
Magis

DECREE OF DIVORCE
FINAL APPEALABLE ORDER

This cause came to be heard on April 19, 2017 before Magistrate [REDACTED] on the Complaint of [REDACTED]. Court finds that there has been service of summons as provided by [REDACTED]. [REDACTED] appeared personally at the hearing with a witness, that Plaintiff was represented by counsel and Defendant was represented by counsel.

The Court finds that Plaintiff has been a resident of the State of Ohio for at least six (6) months and Hamilton County for at least ninety (90) days immediately prior to the filing of the complaint and the Court has full and complete [REDACTED] to determine the case.

The parties were married in Cincinnati, Ohio on July 26, 2011 and there is one child born issue of their marriage, namely: [REDACTED] (DOB: [REDACTED]) Wife is not now pregnant.

The Court finds that the parties are incompatible and that Plaintiff is entitled to a divorce as prayed for in the Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that a Decree of Divorce is hereby granted to the Plaintiff, and the marriage relationship existing between the parties is hereby terminated and held for naught and both parties are hereby released and discharged from all obligations thereon.

IT IS FURTHER ORDERED THAT THE Separation Agreement which is attached hereto is hereby incorporated into the Court's order and is a part of this Decree of Divorce as if fully rewritten. The parties acknowledge under oath that they have voluntarily entered into the Separation Agreement, that they have made full disclosure of all assets and liabilities, and that they understand the terms of said agreement.

IT IS FURTHER ORDERED [REDACTED] is the residential parent and legal custodian of the minor child, [REDACTED] DOB: [REDACTED] and [REDACTED] [REDACTED] shall have parenting time with said minor child in accordance with the Parenting Agreement, a copy of which is attached hereto and is hereby incorporated into the Court's order and is a part of this Decree of Divorce as if fully rewritten.

IT IS FURTHER ORDERED that Father shall pay support in the amount of **\$650.00** per month per child plus a 2% processing charge, payable through The Office of Child Support of The Department of Jobs and Family Services for the parties' child. This order is effective **March 1, 2017** and is payable monthly in the total amount of **\$663.00**, including the processing charge. The parties have agreed that, until Father obtains employment and a withholding order issues to deduct child support from his pay, that Father's support payments shall be paid no later than the 15th day of every month beginning March 15, [REDACTED] Section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth birthday only in accordance with

Section 3119.86 of the Revised Code. The duty of support shall continue during seasonal vacations. Any payment made directly to the residential parent and not through The Office of Child Support of The Department of Jobs and Family Services shall be deemed a gift and not credited to the support account.

The amount of guideline child support pursuant to ORC 3119.021 is unjust or inappropriate and not in the best interest of the minor child. A deviation pursuant to ORC 3119.22 is appropriate for the following reasons:

1. The parties are avoiding litigation expenses and additional attorney fees;
2. Mother is waiving her claim to spousal support;
3. The actual costs and expenses incurred as the result of the maintenance and support of the minor child;
4. Mother is waiving her claims against Father for attorney fees under RC [REDACTED] and RC 3105.73.

All child 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 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.

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 CHILD 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.

IT IS FURTHER ORDERED THAT either party shall obtain medical insurance for the benefit of the minor child if it becomes reasonably available to them through their employment. A Shared Liability Health Care Order, Ohio Revised Code Section 3119.30 shall issue and is attached hereto. This order shall remain in effect until the child reaches the age of eighteen (18) and no longer attends an accredited high school on a full-time basis unless otherwise ordered. Except in cases in which a child support order requires the duty of support to continue for any period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen. The parties shall be responsible for all uninsured and unreimbursed medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses incurred on behalf of the minor child according to their income percentages. The parties agree that the income percentages at this time are Father – 87% and Mother – 13%. This is not currently what is reflected in the child support worksheet, but the parties agree these percentages may be modified the next time child support is modified. The Cash Medical Order is attached and incorporated for all purposes.

Each parent shall promptly, upon receipt thereof, submit the medical provider's billing statement to the other parent within thirty (30) days. Reimbursement, as provided herein for all bills paid by a parent, shall be paid or arrangement agreed upon, to the appropriate party within thirty (30) days of his or her receipt of a copy of this bill.

IT IS FURTHER ORDERED that if either party has not successfully completed the mandatory parent education class required by this Court's Local Rule 2.9, and by this Court's specific order to the parties, the Court will not grant that party post-decree non-emergency relief with regard to the allocation of parental rights and responsibilities and/or companionship/visitation rights.

IT IS FURTHER ORDERED that neither party shall pay spousal support to the other. The Court shall not retain jurisdiction regarding spousal support.

IT IS FURTHER ORDERED that property shall be divided pursuant to the attached Separation Agreement.

The parties shall share all court costs equally in this matter.



be fully and independently advised by counsel of her own selection of her respective rights, duties and obligations, and of the legal and practical effects of this Agreement; and

WHEREAS, Husband does hereby acknowledge that he is represented by counsel, M. Erin Wilkins, in these proceedings. Wife does hereby acknowledge that she is represented by counsel, [REDACTED] in these proceedings. Each party acknowledges that the attorney for each party has at all times solely represented and pursued the interest of his or her own client, and each party further acknowledges that each was given full opportunity to evaluate his or her need for legal representation and was advised to obtain, if so desired, his or her own counsel.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, IT IS HEREBY AGREED as follows:

SEPARATION:

Each party shall hereafter live separate and apart from the other the parties having separated on August 25, 2016, and each party shall go his or her own way without direction, control or molestation from the other, the same as though unmarried. Each party agrees not to interfere with the other party in any manner whatsoever, either directly or indirectly.

I. DIVISION OF PROPERTY

The parties acknowledge that they have revealed and provided for all assets held and/or titled in their joint and/or individual names, regardless of their source, and have provided for division of them in this Separation Agreement. The parties further acknowledge that they have revealed all existing debts incurred in their individual and/or joint names, and have allocated debt responsibility in this separation agreement. Finally, the parties affirm that they have disclosed all transfers of assets or moneys, of greater than \$1,000.00 value, to any other person or entity within the last twelve (12) months.

Husband and Wife represent that they do not own any interest in any material marital asset (hereby defined as any marital asset, property interest or right with a fair market value

of more than \$500) that is not set forth herein. They further acknowledge and agree that they have entered into this agreement in reliance on such mutual representations. If either party has failed to disclose any material marital asset, then the other party shall be entitled to receive an additional amount of money from the non-disclosing party equal to two-thirds of the fair market value of the asset not so disclosed.

In addition, the party who failed to disclose any such asset shall be liable for payment of all reasonable legal expenses and other costs incurred by the other party in the discovery and division of such asset. The ability to enforce this liability shall not be barred by any statute of limitations or rule of court.

If any marital liability or indebtedness exists which has not been disclosed by either party, then the party failing to disclose such marital liability or indebtedness shall be solely liable thereon and shall indemnify the other and hold the other harmless from any such liability or indebtedness.

A. Real Property

The real estate owned by the parties is divided as follows:

Property and property division

(A). Real estate

Wife and Husband [REDACTED] are currently joint owners of the marital home located at [REDACTED] and further described in exhibit A, attached hereto, and incorporated herein by reference. The parties shall list said real estate for sale, no later than June 15, 2017, with a real estate broker of Wife's choice, currently [REDACTED]. The parties understand and agree that [REDACTED] shall waive any interest in the property. The parties agree to follow realtor recommendations for listing price of the house.

Until said property is sold, the parties agree to equally be responsible for the mortgage, including insurance and property taxes, as well as the Duke Energy and water & sewer bills. To implement this stipulation, beginning March 15, 2017, Husband shall pay to Wife on the 15th day of every month \$560.00 until the property is sold and memorialized

via a closing. Husband's payments shall be deposited in the parties' joint US Bank account, [REDACTED]. The parties shall share equally in all agreed upon repair expenses for the home. The parties shall share equally in all agreed upon upgrades to the home. The parties shall share equally in all agreed upon maintenance costs for the home.

The Court shall retain jurisdiction over the sale of this property including, but not limited to, the issue of reimbursement for expenses necessary to sell the home.

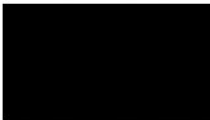
Upon closing, and after payments of the first mortgage due and owing upon said real estate, any real estate commissions payable, the normal and customary costs of closing, the net proceeds realized therefrom shall be divided equally, 50% to Husband and 50% to Wife. Husband shall pay to Wife, from his share of the net proceeds, the sum of \$5,500.00 and \$300.00 totaling \$5,800.00. The \$5,500.00 represents the equalization of the parties' bank accounts as of 8/31/16 and the \$300.00 represents ½ half the cost of Husband's cell phone. The parties hereby authorize and [REDACTED] the escrow agent to distribute funds directly to the parties and others as provided for in this Agreement, including the \$5,800.00 payment described above to Wife.

B. Personal Property

All personal property, wherever situated, which the parties own individually or jointly or in common with each other, or in which either party has any interest or control has already been divided and exchanged, with the exception of the following list of property to be removed from the marital house by Husband no later than June 1, 2017:

1. Pepsi Machine Gun Safe;
2. Christmas Ornaments from Husband's childhood;
3. All Boxes, Tools, except boxes marked as Wife's;
4. Metal Ladder;
5. Potato Launcher;

6. Cherry bedroom set consisting of:
 - a. King size bed frame;
 - b. Tall dresser;
 - c. Wide dresser with mirror;
 - d. Mirror stand;
 - e. One end table.
7. Ohio State coffee table;
8. New watch, a men's Reign Capitan Pro Divers, if located;
9. Fish pitcher (white);
10. Yeti cooler;
11. Deer stand;
12. Compound hunting bow;
13. Agricultural lighting;
14. Husband's grandfather's coins: silver dollars etc. (approximately 50), if located
[REDACTED] (approximately 30);
16. Husband's birth certificate and social security card, if located;
17. 2 old laptops (Husband's mother's);
18. Weber Grill;
19. Black table with 3 red chairs;
20. Husband's rollerblades;
[REDACTED] from Husband's grandparents (approximately 65, hard cover, gold leaf);
22. Husband's books;
23. Cornhole set;
24. Wheelbarrow;
25. Picnic table;
26. All of Husband's Ohio State gear and paraphernalia;
27. Old slide projector and screen, if located;

- 28. Massage back pad and neck pad;
- 29. Video games and equipment;
- 30. Drill, circular saw, oscillating saw, and other power tools;
- 31. Husband's grandfather's handsaw;
-  father's old tools;
-  ves;
- 34. Weights;
- 35. Husband's grandmother's chess board;
-  games regarding dungeons.

Wife is to retain one box of hand tools, Husband shall retain all other tools.

Husband shall remove all of his household goods and personal effects from the marital home garage no later than June 1, 2017.

Whatever property Husband fails to remove by this date shall belong to Wife for her to do with as she wishes. All motions concerning household goods or personal property must be filed no later than June 15, 2017. If filed after this date, the parties agree that such claims are barred.

If Husband removes all of his above listed personal property from the marital home prior to June 1, 2017 then Wife shall place the marital home for sale no later than 15 days after Husband has removed his personal property. However, the 15-day period cannot begin prior to April 25, 2017, as Wife is already scheduled to vacation in New Hampshire.

Husband shall retain all firearms, with the exception of Wife's Smith & Wesson .38 revolver.

C. Motor Vehicles or Other Licensed Property

Husband shall retain, free and clear of any claim by Wife, all right, title and interest in the 1999 Toyota Corolla, which is already titled to him. Husband shall pay, and hold Wife harmless on all indebtedness on this vehicle.

Wife shall retain, free and clear of any claim by Husband, all right, title and interest in the 2008 Hyundai Tuscan, which is already titled to her. Wife shall pay, and hold Husband harmless on all indebtedness on this vehicle.

There are no other motor vehicles or other licensed property titled to either party.

D. Bank Accounts

The parties shall keep their joint US Bank [REDACTED] account open in order to share marital home expenses as detailed above. Upon sale of the home and after said sale has been memorialized by a closing, this account shall be closed and Wife shall retain the balance of the account.

Husband has a Charles Schwab account in his name. This account is Husband's separate property and shall be retained by him free and clear of any claim from Wife.

Wife shall retain, free and clear of any claim by Husband, all right, title, and interest in all checking and savings accounts in her individual name and Husband shall retain, free and clear of any claim by Wife, all right, title, and interest in all checking and savings accounts in his individual name.

E. Pensions & Retirement Plans

Each party has disclosed all retirement plans in their name to the other party.

Wife has no retirement accounts.

Husband has a 403(b) (Fidelity [REDACTED]) from his employment with [REDACTED]
[REDACTED]

Husband shall pay to Wife a single payment of \$15,250.00 representing her portion of Husband's 403(b) (Fidelity [REDACTED]). In order to effectuate this provision, Husband is

going to liquidate the 403(b). Wife shall execute all documents necessary to relinquish her claim on the remainder of this account provided that:

1. The 403(b) liquidation check is delivered by the current holder of these funds directly to attorney [REDACTED] at her offices located at [REDACTED] [REDACTED] Newport, Kentucky 41071, for deposit into her I.O.L.T.A. account;
2. Wife's \$15,250.00 is paid directly to Wife by [REDACTED] as soon as the 403(b) liquidation check clears;
3. None of Wife's share of the 403(b) shall be placed with, or be made available to Husband. The Parties agree that a check being delivered to [REDACTED] office for deposit into her IOTLA account does not qualify as being placed with, or being made available to Husband, even if the check is delivered made payable to Father.

The parties shall sign all necessary paperwork and transfer the funds within sixty (60) days of signing this agreement. If liquidating the account requires a letter of instruction, the parties shall share equally in such cost. Husband shall retain the remainder of this account and Husband shall be responsible for any and all tax consequences that result in the division of the 403(b).

The Court also reserves the jurisdiction to impose all costs, including attorney fees, upon a party and/or attorney not complying with this provision regarding division of the 403(b), or to order a QDRO if necessary.

F. Publicly Held Stocks, Bonds, Securities and Mutual Funds

Each party shall retain as his or her own separate property, any publicly held stocks, bonds, securities or mutual funds, and such ownership shall be free and clear of any claims of the other party.

G. Closely Held Stocks & Other Business Interests

Wife has an interest in a company, [REDACTED] of which she is the sole proprietor. She shall retain this company free and clear of any claim from Husband.

Husband has an interest in an invention that he is attempting to patent. He shall retain this interest free and clear of any claim from Wife.

H. Other Assets

Husband has obtained an Entry Granting Default Judgment against Prudent Health [REDACTED]
[REDACTED]
certificate of judgement with the Franklin County Clerk of Courts against Prudent Health Care Services, LLC, [REDACTED] and Ethel Freeman-Nnonah aka [REDACTED] in Case No. [REDACTED] Wife is entitled to receive 50% of any funds received based on these claims.

All other property, not otherwise enumerated, tangible or intangible, real or personal, shall remain the property of the party who has possession of the property or in whose name the property is now titled, free and clear of the claims of the other party.

I. Debts

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.

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. Wife continues to be obligated on the following debts:

Wife continues to be obligated on the following debts:

1. The outstanding loan from her grandmother (\$4,000.00);
2. Wife's credit card in her individual name;
3. All debts, other than those separately allocated for herein, in her individual name or which were incurred by her following the parties' separation.

Husband continues to be obligated on the following debts:

1. The balance of the Barclays Credit Card in his name;
2. The balance of the Capital One Credit Card in his name;
3. Student loans in his name;
4. All debts, other than those separately allocated for herein, in his individual name or which were incurred by him following the parties' separation.

Each party shall incur no other debt jointly or in the other's name.

II. SPOUSAL SUPPORT

The parties now agree that neither party shall pay spousal support to the other. The court shall not retain jurisdiction regarding spousal support.

III. INCOME TAX

It is agreed that, if in the future there shall be a tax liability due for any years that the parties were married and filed a joint return, a Court of competent jurisdiction shall decide who will pay what amount.

The method of filing which will result in the largest net gain or the smallest liability for the 2016 tax year shall be the method the parties use to file. If the parties cannot agree on the most cost effective method to file, they shall file jointly. Wife shall select the tax preparer and the parties shall share equally in the cost of the preparation of the tax return. Any net gain shall be split equally (50% to Husband and 50% to Wife) and any net liability shall be split equally (50% to Husband and 50% to Wife).

The Parties shall file separate income tax returns for 2017 and each subsequent year.

Beginning with tax year 2017 and every year thereafter, Mother shall claim [REDACTED] (DOB: [REDACTED]) as a tax exemption for Federal, State and local income tax purposes to the extent allowed by law.

Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request.

IV. COSTS

The parties shall share all court costs equally in this matter.

V. ATTORNEY FEES

Each Party shall pay their own attorney fees in this matter.

VI. MISCELLANEOUS

Each party shall cooperate to transfer any titles or quitclaim any interest in real estate as appropriate. A certified copy of a final Decree of Divorce, Dissolution or Legal Separation may act as a transfer of such property.

By her signature below Mother hereby withdraws all pending motions, including, but not limited to:

1. Plaintiff's Motion for Contempt Regarding the 75N Order (1/3/17);
2. Motion for Contempt Regarding Mandatory Disclosure (1/3/17);
3. Motion for an Order Regarding Pending Judgements (2/21/17);
4. Motion for Contempt Regarding Child Support (2/24/17).

Wife is hereby granted exclusive use of the marital home until such time as it is sold.

These agreement resolves all property issues and spousal support.

VII. PARENTING

Part of the consideration for this agreement is that Husband has agreed to begin paying \$650.00 per month in child support due on the 15th day of every month beginning on 3/15/17. The actual order to modify his child support obligation to \$650.00 per month will be prepared for submission to the court.

The magistrate's temporary order of November 18, 2016 shall hereby be terminated as of February 28, 2017. The parties waive any amounts owed pursuant to the order, except that any child support arrearage shall be preserved. All parenting, custody and child support issues have been resolved in the parenting agreement which was also filed in this matter.

VIII. WAIVER OF PROPERTY HEARING

The parties hereto being fully advised hereby waive appraisal and valuation of their separate and marital property by the Court, waive judicial determination of the period of "duration of marriage," waive findings of fact by the Court, and agree that, while the property division herein may not be exactly equal, it is equitable and to their individual satisfaction.

IX. INCORPORATION INTO DECREE

Each party has read this Agreement and finds the same to be in accordance with his or her understanding. Each party has been afforded the opportunity to discuss this Agreement with counsel of their choice, and each party fully understands all of the terms and provisions herein set forth and believes this Agreement to be fair, just and equitable, and adequate and reasonable to each party. Each party acknowledges that all of the terms and conditions contained in this Agreement constitute the entire understanding and agreement between the parties.

At such time as a Complaint for Divorce, Complaint for Legal Separation, or Petition for Dissolution of Marriage is initiated or if already pending, this Agreement shall be introduced into evidence by the parties, and the terms of this Agreement shall be incorporated as a part of the Court's final decree; provided, however, that notwithstanding such incorporation, this Agreement shall not be merged into such decree but this Agreement shall, in all respects, survive the same and shall be entirely independent of such decree and shall be forever binding and conclusive upon the parties. Neither party shall, at the final hearing, ask for any relief contrary to the terms of this Agreement.

X. MUTUAL RELEASES

Except as otherwise provided in this Agreement, each party does hereby forever release, relinquish and discharge the other from any and all claims, rights, duties and obligations arising or growing out of the marital relationship; and the parties mutually agree that each party may freely sell or otherwise dispose of his or her own property by gift, deed or Last Will and Testament. Each party does hereby release and relinquish to the other, and is by these presents barred from all rights or claims by way of dower, homestead, inheritance, descent and distribution, allowance for twelve (12) months' support, right to remain in the mansion house, right to serve as administrator, and all rights or claims as widow, widower, heir, distributee, survivor or next of kin, and all other rights or claims whatsoever in or to the estate of the other, whether real or personal and whether now owned

or hereafter to be acquired, which may, in any manner, arise out of or accrue by virtue of the marriage, except as such claims may arise from this Agreement.

XI. MISCELLANEOUS PROVISIONS

Each party hereto recites that he or she has fully disclosed his or her own estate and has full knowledge of the property and estate of the other, and each deems the property distribution made to be fair and equitable.

Said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property by gift, deed or Last Will and Testament.

Nothing herein contained shall constitute a condemnation by either party of an act or acts by the other claimed to have occasioned their separation. Neither party waives or relinquishes any legal grounds that he or she may now or hereafter have to institute suit for Divorce or Legal Separation against the other.

The parties further agree that this Agreement shall be construed in accordance with the statutes of the State of Ohio, and that the parties have incorporated herein their complete understanding, and that no oral statements or prior written matters shall have any force or effect.

The parties respectively acknowledge that each has had independent legal advice by counsel of his or her own selection, or has been advised to do so; that each fully understands the facts and has been fully informed as to his or her legal rights and obligations; and that having had such advice and with such knowledge, each of them is signing this Agreement freely and voluntarily.

This Agreement shall not be altered, changed or modified unless said change is in writing and signed by both parties.

ACKNOWLEDGEMENTS

The Parties herein hereby acknowledge their agreement with the provisions of the
[REDACTED]nce

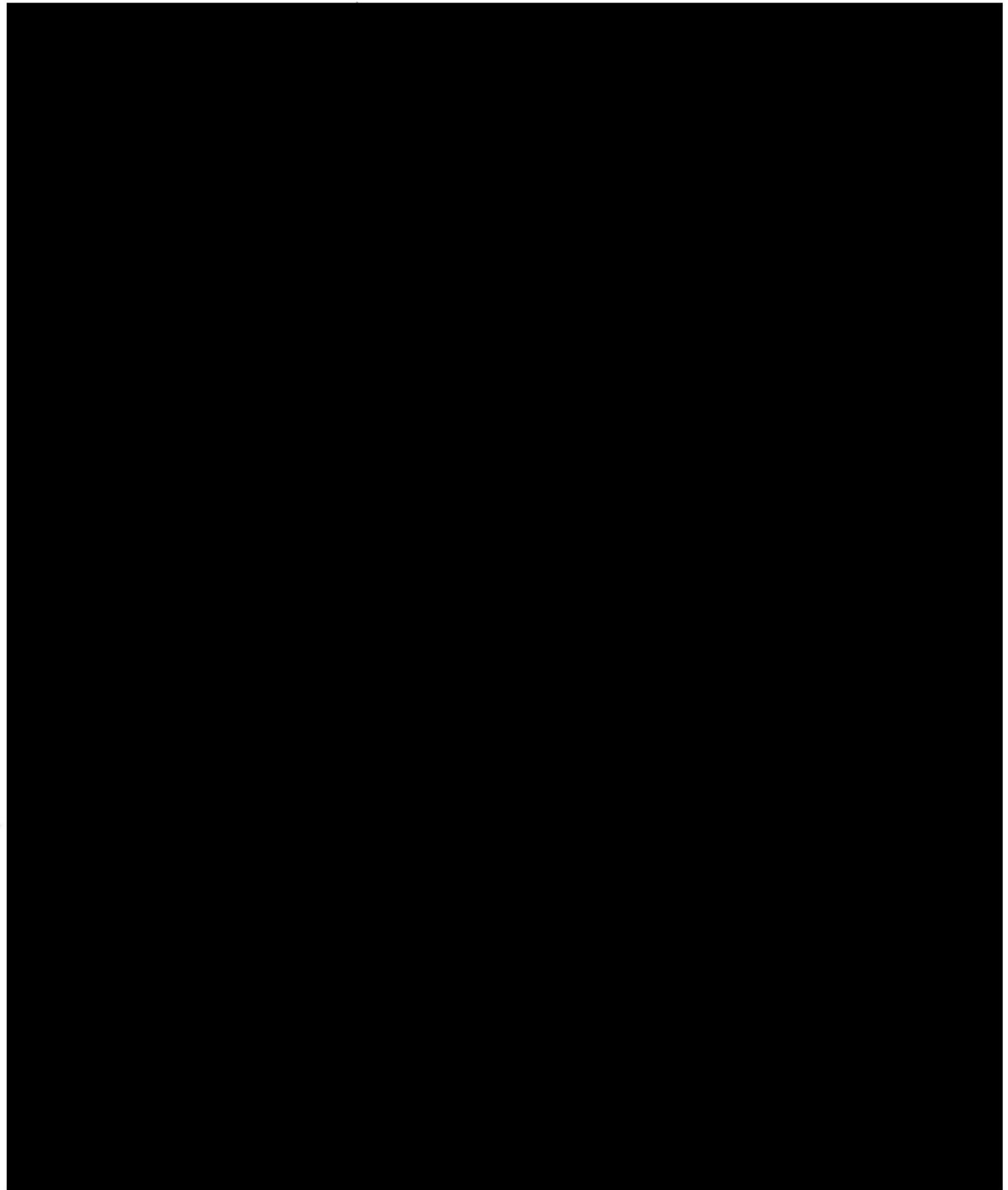
STATE OF OHIO)
COUNTY OF [REDACTED]) ss:

sig [REDACTED] he
Sw [REDACTED]
20 [REDACTED]

STATE OF *washington*)
COUNTY OF [REDACTED]

Be
signing
Sworn
2017.

[REDACTED]



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

[REDACTED]

Plaintiff

vs.

NICK LUKENS

Defendant

[REDACTED]

Judge

Magis

PARENTING AGREEMENT

This is a Parenting Agreement made by and between [REDACTED] (sometimes hereinafter referred to as "Wife") and [REDACTED] (sometimes hereinafter referred to as "Husband").

1. Mother shall be the residential parent and legal custodian of the minor child, [REDACTED] [REDACTED] (DOB: [REDACTED] without regard to where the child is physically located.
2. The parties agree to mutually discuss issues (included but not limited to education, extracurricular activities, religion, and parenting) related to their minor child, [REDACTED] [REDACTED] The parties agree to use good faith efforts in order to resolve issues and make joint decisions for their minor child. If the parties are unable to reach agreement, Mother shall make the final decision subject to further order of the court.
3. In an effort to implement the provisions of this order, Father and Mother shall, in the event of any major disagreement between them relating to the minor child and prior to filing with the court, seek co-parenting counseling, mediation and/or non-binding arbitration with qualified individuals knowledgeable about the subject matter on which they disagree, in an effort to resolve all disagreements that they themselves are

unable to resolve. Parties choosing co-parenting counseling, mediation and/or non-binding arbitration shall attend at least three (3) sessions of either process prior to filing motions with the court, unless the process is deemed unproductive and terminated prior to the completion of three sessions by the counselor or mediator. The parties shall equally share the cost of any process chosen, unless they agree otherwise, or unless the Court orders costs allocated on some other basis.

4. Mother's residence shall be used for school registration purposes.
5. Mother shall have the following parenting time: all time not otherwise allocated to Father.
6. A written Adult Diagnostic Assessment including written recommendation was completed on 1-30-2017 by Solutions Community Counseling & Recovery Center in Lebanon, Ohio. A copy of this assessment is incorporated herein by reference, but is not attached to this document due to the fact that this parenting agreement will become a public record. A copy of this assessment will be maintained in the Court's Family File [REDACTED] Father shall follow the treatment recommendations contained in that report as follows:

A. Father shall participate in therapy with a therapist that is trained in and/or practices primarily in, therapy with individuals with addiction issues and/or Father's diagnoses as contained in the assessment. The parties understand that Father is not required to use Western Psychological and Counseling Services specifically but he must participate in therapy with a therapist or psychologist that is trained in and/or practices primarily in, therapy with individuals with addiction issues and/or Father's diagnoses as contained in the assessment. The therapist shall be provided a copy of the assessment. Father shall follow the recommendations of the therapist. The therapist shall also make recommendations as to how often and for what duration Father shall attend AA meetings. This therapist does not have to be a psychologist or psychiatrist, but should be a "state licensed" therapist at a minimum.

B. Father shall participate regularly in AA meetings, subject to the recommendations of his therapist.

C. Father shall have a medication evaluation performed by a licensed psychiatrist, and shall follow the recommendations of that psychiatrist.

D. Father shall provide proof to Mother that he is following the recommendations of the above professionals. Father shall authorize these professionals to communicate with Mother to the extent she can confirm his specific compliance with this order and their recommendations. Father shall execute a release to allow these professionals to provide information directly to Mother regarding Father's specific compliance with this order and the recommendations of the above professionals.

E. Father shall be deemed to be following these recommendations as soon as he makes an appointment with the psychiatrist, begins regularly attending AA meetings and has one meeting with a therapist or psychologist as described above..

7. If Father is not following (or has not yet started to follow) the Treatment Recommendations contained in the Adult Diagnostic Assessment described above, his parenting time with the minor child shall be supervised by a mutually agreeable supervisor and shall be a minimum of two times per week, to be exercised in Mother's city of residence.
8. When documentation is provided that Father is following the Treatment Recommendations contained in this assessment (as laid out above), Father's parenting time shall be as follows:
 - a. Prior to the initiation of Father's regular parenting time, the Parties shall agree on a suitable "Phase-in" schedule. Unless the Parties agree in writing, Father's first unsupervised visit shall be 4 hours, the second unsupervised visit shall be 8 hours, and the third unsupervised visit shall be 24 hours. This

phase-in period is presumed to occur during the first three periods that Father has scheduled parenting time. By way of example, these three periods could occur over three consecutive days during Father's next visit to the Cincinnati area, which means the "phase in" period would conclude at the end of that first visit.

- b. After the "phase in" period, and until the child reaches the age of five (5), Father shall have the opportunity for parenting time with the minor child at least once every month for a minimum of one 72 hour period. This parenting time shall be exercised while Father is in Mother's city of residence (currently Cincinnati, Ohio). In order to exercise this parenting time, Father must notify Mother in writing 30 days in advance of his intent to exercise this parenting time. If circumstances arise that prevent Father from notifying Mother 30 days in advance of his intent to exercise his visitation, Father may notify Mother 15 days in advance. If Father only provides 15 day notice, Mother will use good faith efforts and attempt to accommodate Father's request if it is in the minor child's best interest, but is not required to accommodate these requests. Father is required to transport the minor child to any extracurricular activity that occurs during his parenting time(s). Both Parents shall use good-faith, reasonable efforts to avoid conflicts between parenting time and the child's previously scheduled activities.
- c. Father may also exercise two non-consecutive weeks of extended parenting time per year to be exercised in Mother's city of residence. One of his two non-consecutive weeks of extended parenting time may be used to encompass the Christmas holiday in 2018. Mother shall have exclusive parenting time with the minor child on Christmas Eve and Christmas day in 2017.
- d. Father may also have parenting time with the minor child during the Thanksgiving holiday in 2017 from Wednesday evening to Sunday evening.
- e. All of the above parenting time shall be exercised in the Mother's city of residence.

- f. The parties agree that during Father's first two monthly unsupervised visitations with the child, visitation shall be between Father and child only, meaning that no significant other or significant other's children may be present.
- 9. After the child reaches five years of age [REDACTED] all of Father's parenting time may be exercised outside of Mother's city of residence and Father's parenting time shall be as follows,
 - a. The child's entire summer break except for the two weeks immediately after school ends and the two weeks immediately before school begins.
 - b. Seven (7) days during the child's [REDACTED] break. During even years, Father may exercise these seven (7) days to encompass both Christmas Eve and Christmas Day.
 - c. Seven (7) days during the child's spring break in even years.
- 10. The Thanksgiving holiday from Wednesday evening to Sunday evening in odd years. Father shall have parenting time with the minor child, pursuant to the terms herein, during the child's spring break in even years, Thanksgiving in odd years, Christmas Eve and Christmas in even years. In the years that Father does not have spring break with the child, he may exercise at least one [REDACTED] period of visitation with the child between [REDACTED] break and summer break, to be exercised either in Mother's city of residence or Father's city of residence, as the parties agree. In the years Father does not have Thanksgiving break with the child, he may exercise at least one 72-hour period of visitation with the child between summer break and Christmas break, to be exercised either in Mother's city of residence or Father's city of residence, as the parties agree. When the child reaches the age of ten [REDACTED] Father shall be entitled to all of the parenting time as outline in the above paragraph (9), except that he will be entitled to an additional two weeks in the summer, such that he shall have the entire summer break except for the first week after school lets out and the first week before school begins.

11. The child shall be exchanged for parenting time at Mother's residence. While Father is exercising parenting time in Mother's city of residence, Father shall be present during his entire parenting time, including but not limited to transportation, subject to written agreement of the Parents to some alternative arrangement.
12. After the child reaches the age of five and Father begins exercising his parenting time outside Mother's city of residence, he shall still be responsible for transportation of the minor child but the parties realize that during extended time, Father may be working and the child may be in the care of another party. The parties agree the child may begin flying as an unaccompanied minor at the age of twelve (12), at which time Father would not have to be present for transportation. Father shall be responsible for all travel costs of the minor child.
13. Mother shall exercise her vacation or extended time with the minor child during her regular time with the child. The parties may mutually agree for mother to exercise vacation time with the child during Father's summer parenting time.
14. Each party shall be allowed reasonable phone contact with the minor child while the child is in the care of the other party.
15. Father may have additional parenting time by agreement of the parties and in the best interest of the minor child herein.
16. Regarding the child's extracurricular activities, the parents shall share expenses and costs according to their income percentages. The parties agree that the income percentages at this time are Father – 87% and Mother – 13%. This is not currently what is reflected in the child support worksheet, but the parties agree these percentages may be modified the next time child support is modified. Neither parent shall be required to spend more than \$500 per calendar year for the child's extracurricular activities, unless the Parents agree in writing for the child to participate in the activity. At a minimum, [REDACTED] shall continue with gymnastics.

17. The parties are aware that it is Mother's intention to move to New Hampshire upon the sale of the marital home. The parties agree that Mother's move is in the best interest of the child and does not constitute a change of circumstances to modify the parenting terms herein.

18. Below is an illustration of the holiday parenting time described herein:

HOLIDAYS	EVEN # YEARS	ODD # YEARS	AS AGREED, OR
Spring Break	Father	Mother	1 st day of break at 6:00 pm – 7 th day of break at 6:00 pm
Thanksgiving	Mother	Father	Weds., 6:00 pm - Sun., 6:00 pm
Christmas Eve & Christmas	Father	Mother	12/24 at 00:00 hours – 12/25 at 24:00 hours

- 
- a. The non-residential parent shall be entitled to access to any and all records related to the child to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall supply the keeper of any medical/school records of the child with a copy of his/her order. The residential parent shall supply any other keeper of any records of the child with a copy of this order upon request of either the non-residential parent or the keeper of the record.

- b. The non-residential parent shall be entitled to access to student activities relating to the child to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall provide the school(s) with a copy of this order.
- c. The non-residential parent shall be entitled to access to any daycare center that is, or that in the future may be attended by the child, to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The non-residential parent shall not remove the child from the daycare premises except during periods of time to which the non-residential parent is otherwise entitled pursuant to this order or except by written agreement of the parents. The residential parent shall provide a copy of this order to the daycare center.
- d. **ANY KEEPER OF ANY RECORD WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, OR DIVISION (H) OF SECTION 3109.051 OF THE OHIO REVISED CODE, AND ANY SCHOOL OFFICIAL OR EMPLOYEE WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER OR DIVISION (J) OF SECTION 3109.051 OF THE OHIO REVISED CODE IS IN CONTEMPT OF COURT. WILLFUL NON-COMPLIANCE BY A PARENT WITH THIS ORDER MAY RESULT IN A FINDING OF CONTEMPT RESULTING IN THIRTY (30) DAYS TO NINETY (90) DAYS INCARCERATION, A \$250.00 TO \$1,000.00 FINE, AND AN AWARD OF THE MOVING PARENT'S ATTORNEY FEES AND COSTS. BY SIGNATURE ON THIS AGREED ORDER, BOTH PARENTS EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY REQUIREMENT THAT THE COURT ISSUE SEPARATE FINDINGS OF FACT/CONCLUSIONS OF LAW PURSUANT TO O.R.C. 3109.04, 3109.051 AND 3109.052.**

20. Relocation

- a. In accordance with Rule 2.7 of the Court's Local Rules, the residential parent shall notify the Court and the other parent of any intent to relocate by

completing Court Form 2.8 ("Notice of Intent to Relocate") and submitting it to the Court's Docket Office.

21. Child Support

- a. Father shall pay support in the amount of **\$650.00** per month per child plus a 2% processing charge, payable through The Office of Child Support of The Department of Jobs and Family Services for the parties' child(ren). This order is effective **March 1, 2017** and is payable monthly in the total amount of **\$663.00**, including the processing charge. The parties have agreed that, until Father obtains employment and a withholding order issues to deduct child support from his pay, that Father's support payments shall be paid no later than the 15th day of every month beginning March 15, [REDACTED] Section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth birthday only in accordance with Section 3119.86 of the Revised Code. The duty of support shall continue during seasonal vacations. Any payment made directly to the residential parent and not through The Office of Child Support of The Department of Jobs and Family Services shall be deemed a gift and not credited to the support account.
- b. The amount of guideline child support pursuant to ORC 3119.021 is unjust or inappropriate and not in the best interest of the minor child. A deviation pursuant to ORC 3119.22 is appropriate for the following reasons:
 - i. The parties are avoiding litigation expenses and additional attorney fees;
 - ii. Mother is waiving her claim to spousal support;
 - iii. The actual costs and expenses incurred as the result of the maintenance and support of the minor child;
 - iv. Mother is waiving her claims against Father for attorney fees under RC [REDACTED] and RC 3105.73.

- c. All child support and spousal 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 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.

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 CHILD 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.

Matters

- a. Either party shall obtain medical insurance for the benefit of the minor child if it becomes reasonably available to them through their employment.

A. Qualified Medical Child Support Order, Ohio Revised Code Section 3119.30 shall issue and is attached hereto. The parties shall be responsible for all uninsured and unreimbursed medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses incurred on behalf of the minor child according to their income percentages. The parties agree that the income percentages at this time are Father – 87% and Mother – 13%. This is not currently what is reflected in the child support worksheet, but the parties agree these percentages may be modified the next time child support is modified. The Cash Medical Order is attached and incorporated for all purposes.

- b. Each parent shall promptly, upon receipt thereof, submit the medical provider's billing statement to the other parent within thirty (30) days. Reimbursement, as provided herein for all bills paid by a parent, shall be paid or arrangement agreed upon, to the appropriate party within thirty (30) days of his or her receipt of a copy of this bill.

23. Beginning with tax year 2017 and every year thereafter, Mother shall claim [REDACTED] (DOB: [REDACTED]) as a tax exemption for Federal, State and local income tax purposes to the extent allowed by law.
24. Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request.
25. The parties agree that this agreement resolves all parenting, custody and child support issues.

INCORPORATION INTO DECREE

Each party has read this Agreement and finds the same to be in accordance with his or her understanding. Each party has been afforded the opportunity to discuss this

Agreement with counsel of their choice, and each party fully understands all of the terms and provisions herein set forth and believes this Agreement to be fair, just and equitable, and adequate and reasonable to each party. Each party acknowledges that all of the terms and conditions contained in this Agreement constitute the entire understanding and agreement between the parties.

This Agreement shall be introduced into evidence by the parties, and the terms of this Agreement shall be incorporated as a part of the Court's final decree; provided, however, that notwithstanding such incorporation, this Agreement shall not be merged into such decree but this Agreement shall, in all respects, survive the same and shall be entirely independent of such decree and shall be forever binding and conclusive upon the parties.

S

**Child Support Computation Sole Residential
Parent or Shared Parenting Order**

Number of minor children : 1

The Following Parent was Designated as Residential Parent and Legal Custodian: **Mother**

INCOME

	COLUMN I FATHER	COLUMN II MOTHER	COLUMN III COMBINED
1.a Annual gross income from employment or, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years. (exclude overtime, bonuses, self-employment income, or commissions).....	\$16,000	\$0	
1.b Amount of overtime, bonuses and commissions:(year 1 representing the most recent year)			
YR 3 Three Years Ago YR 3 Three Years Ago	\$0	\$0	
YR 2 Two Years Ago YR 2 Two Years Ago	\$0	\$0	
YR 1 Last Calendar Year YR 1 Last Calendar Year	\$0	\$0	
AVERAGE	\$0	\$0	
(Include in Column I and/or Column II the average of the three years or the year 1 amount, whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the 3 years or the year 1 amount, include only the amount reasonably expected to be earned this year.).....			
	\$0	\$0	
2 For self-employment income:			
a. Gross receipts from business.....	\$0	\$18,249	
b. Ordinary and necessary business expenses.....	\$0	\$10,060	
c. 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate.....	\$0	\$459	
d. Adjusted gross income from self-employment (subtract the sum of 2b and 2c).....	\$0	\$7,730	
3 Annual income from interest and dividends (whether or not taxable)	\$0	\$0	
4 Annual employment from unemployment compensation.....	\$0	\$0	
5 Annual income from workers' compensation, disability insurance benefits, or social security disability/retirement benefits.....	\$0	\$0	
6 Other annual income (identify).....	\$0	\$0	
7 a. Total annual gross income (add lines 1a,1b,2d, and 3-6).....	\$16,000	\$7,730	
b. Health insurance maximum (multiply 7a by 5%)	\$800	\$387	

ADJUSTMENTS TO INCOME

8 Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption).....	\$0	\$0	
9 Annual court-ordered support paid for other children.....	\$0	\$0	
10 Annual court-ordered spousal support paid to any spouse or former spouse.....	\$0	\$0	
11 Amount of local income taxes actually paid or estimated to be paid	\$160	\$155	
12 Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement).....	\$0	\$0	
13 Total gross income adjustments (add lines 8 through 12).....	\$160	\$155	
14 a. Adjusted annual gross income (subtract line 13 from line 7a).....	\$15,840	\$7,575	

b. Cash medical support maximum (If the amount on line 7a, Col. I, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b, Col. I. If the amount on line 7a, Col. I, is 150% or higher of the federal poverty level for an individual, multiply the amount on line 14a, Col. I, by 5% and enter this amount on line 14b, Col. I. If the amount on line 7a, Col. II, is under 150% of the federal poverty level for an individual, enter \$0 on line 14b, Col. II. If the amount on line 7a, Col. II, is 150% or higher of the federal poverty level for an individual, multiply the amount on line 14a, Col. II, by 5% and enter this amount on line 14b, Col. II.)..... \$0 \$0 \$17,820.00 150% of poverty level

15 Combined annual income that is basis for child support order
(add line 14, Col. I and Col. II)..... \$23,415
Percentage of parent's income to total income:

16 a. Father (divide line 14, Col. I by line 15, Col. III)..... 67.65%
b. Mother (divide line 14, Col. II by line 15, Col. III)..... 32.35%

17 Basic combined child support obligation (Refer to schedule, first column, locate the amount nearest to the amount on line 15, col. III, then refer to column that corresponds to the number of children in this family. If the income of the parents is more than one sum but less than another, you may calculate the difference.)..... \$4,373

18 Annual support obligation per parent
a. Father (multiply line 17, col. III, by line 16a)..... \$2,958
b. Mother (multiply line 17, col. III, by line 16b)..... \$1,415

19 Annual child care expenses for children who are the subject of this order that are work-, employment training-, or education-related, as approved by the court or agency (deduct tax credit from annual cost, whether or not claimed)..... \$0 \$0 before tax credit
\$0 \$0 after tax credit

20 a. Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order (contributing cost of private family health insurance, minus the contributing cost of private single health insurance, divided by the total number of dependents covered by the plan, including the children subject of the support order, times the number of children subject of the support order)..... \$0 \$0
b. Cash medical support obligation (enter the amount on line 14b or the amount of annual health care expenditures estimated by the United States Department of Agriculture and described in section 3119.30 of the Revised Code, whichever amount is lower)..... \$0 \$0 USDA estimate c annual health ca
\$960

ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED

21	Father (only if obligor or shared parenting)	Mother (only if obligor or shared parenting)
a. Additions: line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II	<u>\$0</u>	
b. additions: Line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I.....		<u>\$0</u>
c. subtractions: Line 16b times sum of amounts shown on line 19, Col. I and line 20a, Col. I.....	<u>\$0</u>	
d. subtractions: Line 16a times sum of amounts shown on line 19, Col. II and line 20a, Col. II.....		<u>\$0</u>

OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED

22 a. Father: Line 18a plus or minus the difference between line 21a minus line 21c.....	<u>\$2,958.29</u>
b. Mother: Line 18b plus or minus the difference between [REDACTED] minus line 21d.....	<u>\$1,414.71</u>

ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS PROVIDED

23 a. (Line 22a or 22b, whichever line corresponds to the parent who is obligor).....	<u>\$2,958.29</u>
b. Any non-means-tested benefits, including social security and veterans' benefits paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent.....	<u>\$0</u>
c. Actual Annual obligation (subtract line 23b from line 23a).....	<u>\$2,958.29</u>

ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED:

24	Father (only if obligor or shared parenting)	Mother (only if obligor or shared parenting)
----	--	--

a. Additions: line 16a times sum of amounts

shown on line 19, Col. II and line 20b, Col. II..... \$0

b. additions: Line 16b times sum of amounts

shown on line 19, Col. I and line 20b, Col. I..... \$0

c. subtractions: Line 16b times sum of amounts

shown on line 19, Col. I and line 20b, Col. I..... \$0

d. subtractions: Line 16a times sum of amounts

shown on line 19, Col. II and line 20b, Col. II..... \$0

OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED:

25 a. Father: Line 18a plus or minus the difference between

line 24a minus line 24c..... \$2,958.29

b. Mother: Line 18b plus or minus the difference between

line 24b and 24d..... \$1,414.71

ACTUAL ANNUAL WHEN HEALTH INSURANCE IS NOT PROVIDED:

26 a. (Line 25a or 25b, whichever line corresponds to the parent who is the obligor)..... \$2,958.29

b. Any non-means-tested benefits, including social security and veterans' benefits paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent..... \$0

c. Actual annual obligation (subtract line 26b from line 26a)..... \$2,958.29

27 a. Deviation from sole residential parenting. Deviation from sole residential parent support amount shown on line 23c if amount would be unjust or inappropriate; (see section 3119.23 of the Revised Code.) (Specific facts and monetary value must be stated.)

attach as needed..... \$4,842

See Parenting Agreement

b. Deviation from shared parenting order: (see sections 3119.23 and 3119.24 of the Revised Code.)

(Specific facts including amount of time children spend with each parent, ability of each parent ability of each parent to maintain adequate housing for children, and each parent's expenses for children must be stated to justify deviation.)

attach as needed..... \$0

WHEN HEALTH INSURANCE IS: PROVIDED NOT PROVIDED

28 FINAL CHILD SUPPORT FIGURE: (This amount reflects final annual child support obligation;

in Col. I, enter line 23c plus or minus any amounts indicated in line 27a or 27b;..... \$7,800.00

in Col. II, enter line 26c plus or minus any amounts indicated in line 27a or 27b)..... \$7,800.00

Father is Obligor

Prepared

C
DIVISION
HAN

[REDACTED]
Plaintiff / Petitioner () Obligor (x)

-VS-

[REDACTED]
Defendant / Petitioner (x) Obligor ()

Judge Searcy/Magistrate [REDACTED]

**ORDER SHARED LIABILITY FOR
MEDICAL AND HEALTH CARE NEEDS
(No Insurance Available) O.R.C. 3119.30**

The Court finds that neither the Obligor nor Obligee has health insurance for the child(ren) available to them at a reasonable cost either through a group health plan offered by an employer or through any other group health insurance or health care policy, contract, or plan.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Obligor and Obligee share liability for the cost of the medical and health care needs of the child(ren) according to the following formula:

(a) Obligee shall be responsible for the first \$100.00 per calendar year per child, for all (uninsured) medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses (designated "ordinary"), or other agreement or order, to wit:
The parties shall be responsible for all [REDACTED] and [REDACTED] medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses incurred on behalf of the minor child according to their income percentages. The parties agree that the income percentages at this time are Father - 87% and Mother - 13%. This is not currently what is reflected in the child support worksheet, but the parties agree these percentages may be modified the next time child support is modified.

(b) Costs of remaining (uninsured) (designated "extraordinary") expenses, for the child(ren), shall be shared by Obligor and Obligee in the following amounts:
Obligor 50% and Obligee 50% unless a cash medical support order is being paid by the Obligor to the Obligee or the Office of Child Support, then the Obligee is responsible for 100%, or other agreement or order, to wit:

The parties shall be responsible for all uninsured and unreimbursed medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses incurred on behalf of the minor child according to their income percentages. The parties agree that the income percentages at this time are Father - 87% and Mother - 13%. This is not currently what is reflected in the child support worksheet, but the parties agree these percentages may be modified the next time child support is modified.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Obligor and Obligee immediately inform the Court through the Hamilton County Child Support Enforcement Agency if health insurance coverage for the child(ren) becomes available at a reasonable cost through a group

NOTIFICATION

TO THE OBLIGOR/OBLIGEE:

Obligor/Obligee is required to maintain health care coverage for the minor child(ren) at a reasonable cost through a group health insurance or health care policy, contract or plan offered by his/her employer or through any other available source. It is important for the well-being of your child(ren) that the best (and reasonable) health care coverage be maintained.

Complete this document as appropriate immediately after the occurrence of any of the events listed and mail the original of this document to the office and address listed below.

TO: Hamilton County Child Support Enforcement Agency

Cincinnati, Ohio 45202

- _____ 1. My employer (or new employer) now offers health care coverage for the minor child(ren) effective _____, 20_____.

Employer's name and address is: _____

Insurer's name, address, policy number, employee cost to cover child(ren) is: _____

- _____ 2. I now have health care coverage available to the child(ren) from another source. State source, address, insurer, insurer's address, policy number and cost to cover child(ren).

Date: _____

Obligor's Signature_____
Address

[] Check here if new address

Daytime Phone No. _____

Obligee's Signature_____
Address

[] Check here if new address

Daytime Phone No. _____

COURT
DIVISION
HAMILTON

Plaintiff

-vs-

Defendant

Cash Medical Support Order

☒ The Obligor's annual income is less than or equal to 150% of the federal poverty level, therefore the Court makes no cash medical support order at this time.

☐ The Obligor's annual income exceeds 150% of the federal poverty level, and neither party currently has private health insurance coverage available at a reasonable price for the child(ren). Therefore, the Court sets a cash medical order against the Obligor in the amount of \$_____ per month plus a 2% processing charge. This order is effective _____ and is in addition to any existing child support order.

Both parties shall notify the CSEA if private health insurance coverage for the children subject to this order becomes available. The CSEA shall determine whether the private health insurance provides accessible primary care services and is available at a reasonable cost. The cost is presumed reasonable if the annual cost of obtaining the coverage is five percent or less of the annual income of the party to whom it is available. If the CSEA determines that the private insurance is reasonably priced and accessible, the CSEA shall notify both parties that the person to whom the coverage is now available is ordered to secure and maintain health insurance for the child(ren) without an additional order or hearing.

If private health insurance coverage for the child(ren) is obtained at a later date, the cash medical support previously established shall terminate on the last day of the month preceding the month in which private health insurance goes into effect.

☐ The Obligor's annual income exceeds 150% of the federal poverty level, and one or both of the parties currently have available private health insurance coverage for the child(ren). Therefore, the Obligor is not ordered to pay cash medical support at this time. However, if private health insurance coverage for the children becomes unavailable or terminates, the Obligor shall be ordered to pay \$_____ per month plus a 2% processing charge as cash medical support. This payment is in addition to any other existing child support order and shall become effective on the first day of the first month following the unavailability or termination of the private health insurance coverage on the child(ren).

If the private health insurance coverage lapses, the child support order shall be modified to \$_____ per month plus a 2% processing charge. (See attached worksheet) This modification shall take effect on the first day of the first month following the termination of the health insurance coverage and without further notice to any party.

Both parties are ordered to notify the CSEA if the private health insurance coverage for the child(ren), subject to this order, becomes unavailable.

STATE OF OHIO, COUNTY OF HAMILTON
COURT OF COMMON PLEAS

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF THE
DOCUMENT ON FILE IN THIS OFFICE WITH
SENSITIVE INFORMATION REDACTED ENTERED

