

IN THE COURT OF COMMON PLEAS
Domestic Relations Division
MONTGOMERY COUNTY, OHIO

Plaintiff : Case No. _____
: _____
Street Address : _____
: _____
City, State and Zip Code : Judge _____
: _____
vs. : Magistrate _____
: _____
Defendant : _____
: _____
Street Address : _____
: _____
City, State and Zip Code : _____

JUDGMENT ENTRY – DECREE OF LEGAL SEPARATION (with children)

This matter came on for final hearing on _____ Before Judge Magistrate
_____ upon the Plaintiff's Complaint for Legal Separation filed on
_____ and/or Defendant's Counterclaim filed on _____
and upon the following: _____

FINDINGS

Upon a review of the record, testimony, and evidence presented, the Court makes the following findings:

A. Check all that apply:

- Defendant was properly served with Summons, copy of the Complaint, and both parties received Notice of Hearing.
- Defendant filed a Waiver of Service.
- Defendant filed an Answer to Plaintiff's Complaint.
- Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons, and a copy of the Complaint.
- Defendant filed a Counterclaim.
- Plaintiff filed a Reply to Defendant's Counterclaim.
- Plaintiff failed to reply to the Defendant's Counterclaim.

- B. Plaintiff was present at the Hearing.
- appeared as counsel for the Plaintiff.
 - Plaintiff failed to appear.
 - Defendant was present at the Hearing.
 - appeared as counsel for the Defendant.
 - Defendant failed to appear.

C. At the time the Complaint and/or Counterclaim was/were filed:

- Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
- Defendant was a resident of this county.

D. This court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.

E. Plaintiff and Defendant were married on _____ (date of marriage) in _____(city or county, and state).

F. The legal separation is the date of final hearing or the date specified: _____

G. Children:

- There is/are no child(ren) from this marriage or relationship.
- Neither party is pregnant OR a party is pregnant.

The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

The following child(ren) was/were born from or adopted during this marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child

Date of Birth

The following child(ren) is/are subject to an existing order of parenting or support of another Court or agency:

Name of Child

Date of Birth

Name of Court or Agency

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child

Date of Birth

H. Military Service:

Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.

Plaintiff and/or Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.

I. The Legal Separation should be granted on the following ground(s):

Plaintiff and Defendant are incompatible.

Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.

Plaintiff or Defendant had a Spouse living at the time of the marriage.

Plaintiff or Defendant has been willfully absent for one (1) year.

Plaintiff or Defendant is guilty of adultery.

Plaintiff or Defendant is guilty of extreme cruelty.

Plaintiff or Defendant is guilty of fraudulent contract.

Plaintiff or Defendant is guilty of gross neglect of duty.

Plaintiff or Defendant is guilty of habitual drunkenness.

Plaintiff or Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.

J. Plaintiff and/or Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.

K. The Court finds that:

- the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
- the parties presented the Court with a written Shared Parenting Plan or Parenting Plan, or read a settlement of all issues involving their parental rights and responsibilities into the record. The
 - Shared Parenting Plan Parenting Plan is attached hereto as Exhibit B. The Court finds the the agreed allocation of parental rights and responsibilities is in the minor child(ren)'s best interest and that the parties entered into it knowingly and voluntarily.
- A Magistrate's Decision was filed on: _____
 - no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.
 - the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.
- the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

Party	Asset	Value

The parties have the following separate debts:

Party	Debt	Balance

The parties have the following marital assets:

Asset	Value

The parties have the following marital debts:

Debt	Balance

The Court makes the following findings regarding the spousal support factors set forth in R.C. 3105.18:

- The parties did not present the Court with a written Shared Parenting Plan or Parenting Plan or read a settlement of their parental rights into the record. Based upon the evidence presented by the parties who appeared, the Court makes the following findings relating to the factors set forth in R.C. 3109.04 and/or 3109.051 upon which it allocates the parties' parental rights and responsibilities in the child(ren)'s best interest:

- L. The Court finds that Plaintiff incurred attorney fees and litigation expenses in the amount of \$_____ and Defendant incurred attorney fees and litigation expenses in the amount of \$_____. It is equitable that: *(select one)*

- Each party pay his or her attorney fees and litigation expenses, if any.
 Plaintiff pay all or part of Defendant's attorney fees and litigation expenses as follows:

Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

- M. The Court further finds that:_____

JUDGMENT

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

FIRST: LEGAL SEPARATION GRANTED

- Plaintiff Defendant is/are granted a legal separation on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the attached Separation Agreement Shared Parenting Plan Parenting Plan
- Magistrate’s Decision which is incorporated in this Judgment Entry as if fully rewritten and/or
- As set forth herein.

SECOND: PROPERTY

The parties’ property shall be divided as follows:

A. Plaintiff is awarded the following separate property:

B. Defendant is awarded the following separate property:

C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

F. Other orders regarding property: _____

G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

H. Other orders regarding transfers: _____

THIRD: DEBT

The parties' debts shall be divided as follows:

A. Plaintiff shall pay the following debts and hold Defendant harmless from all claims:

B. Defendant shall pay the following debts and hold Plaintiff harmless from all claims:

C. Bankruptcy
The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.

D. Neither party shall incur liabilities against the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Awarded

Plaintiff Defendant shall pay spousal support to the Plaintiff Defendant in the amount of \$_____ per month commencing on _____. This spousal support shall continue for a period of _____ months OR until further order of this Court.

C. Termination of Spousal Support

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): _____

D. Method of Payment of Spousal Support:

- Spousal support payments shall be made directly to Plaintiff Defendant.
- 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 party's place of employment.

E. Reservation of Jurisdiction

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: *(check all that apply)*

- The Court shall retain jurisdiction to modify the amount of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.

- The Court shall retain jurisdiction to modify the duration of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.
- The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

F. Other orders regarding spousal support:

G. Arrearage or Overpayment

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

**SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES
(No Shared Parenting Plan or Parenting Plan)**

A. Parental rights and responsibilities shall be allocated as follows:

Plaintiff shall be the residential parent and legal custodian of the following minor child(ren):

Defendant shall be the residential parent and legal custodian of the following minor child(ren):

Each party shall have parenting time with the minor child(ren) who is/are not residing with him/her according to the parenting time schedule attached hereto and made a part hereof or other:

Subject to the Court's continuing jurisdiction, Plaintiff Defendant shall not have parenting time with the child(ren) for the following reasons:

B. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If the residential parent intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

The obligation under this notice applies to both parents in a Shared Parenting Plan.

The non-residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The residential parent shall inform the Court and other parent in writing of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court that granted the divorce and allocated parental rights and responsibilities (print name and address of Court): _____

Other orders: _____

C. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:

Subject to sections 3125.16 and 3319.321(F) of the Revised Code, the parent who is not the residential parent is entitled to access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding records access are as follows:

D. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:

In accordance with section 5104.11 of the Revised Code, the parent who is not the residential parent is entitled to access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding day care access are as follows:

E. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), the parent who is not the residential parent is entitled to access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding school activities access are as follows: _____

SEVENTH: HEALTH INSURANCE COVERAGE

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

- A. Health Insurance Coverage Available to at Least One Parent
 - 1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: Plaintiff Defendant Both parents. Plaintiff Defendant
 Both parents shall provide private health insurance coverage for the benefit of the child(ren).
 - 2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), Plaintiff's Defendant's health insurance plan shall be considered the primary health insurance plan for the child(ren).
 - 3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.
 - 4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
 - 5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B. Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, the party will immediately obtain the insurance, notify the other parent and the _____ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, it shall be conducted.

C. Division of Uninsured Expenses

1. Each parent (obligor and obligee) shall share responsibility in uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount (\$388.70 per child) owed by the parents during that year in amounts each to that parent's Percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet _____% Obligor and _____% Obligee, unless otherwise agreed as follows:

-
2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.
2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

EIGHTH: CHILD SUPPORT

A completed Child Support Work Sheet is attached and incorporated in this Decree.

A. Child Support Amount

Plaintiff Defendant, the Obligor, shall pay child support in the amount of

\$ _____ per month as a total child support obligation which includes child support, cash medical support, and processing fee as found on the last line of the Child Support Computation Worksheet, which is attached and incorporated as part of this order.

B. Additional Child Support Information

Each party will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child(ren) of the order in each household. The annual cash medical amount is \$388.70 per child for each child of the order. Any medical expenses over \$388.70 per year will be considered extraordinary medical expenses to be shared in amounts equal to that parent's percentage of income percentage of total income found on Line 17 of the Child Support Computation

Worksheet _____% Obligor and _____% Obligee, unless agreed as follows: _____

C. Child Support Payment

Payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support calculated pursuant to the child support schedule \$ _____ is unjust or inappropriate and is not in the best interest of the minor child(ren) for the following reason(s), as provided in R.C. 3119.22, 3119.23, and 3119.24, and shall be adjusted as follows:

E. Duration of Child Support

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

The Court finds by agreement that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The Court finds the parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves, and that child support will extend beyond the time when it would otherwise end. The name of the child and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court. The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of majority
- Child's death

- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be considered a gift, unless the payment is made to discharge an obligation other than support.

All support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate 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.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits, limitations, and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this Support Order obtains new employment, the agency shall comply with the requirements of

section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in the Obligor's child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that the Obligor's refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY. YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT. HEALTH CARE PROVISIONS. OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVERS LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM

YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

Other: _____

NINTH: TAX EXEMPTION (The award of a tax dependency exemption may affect the ability to secure health insurance through the Marketplace.)

Income tax dependency exemptions (check all that apply):

A. The Plaintiff shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as the Plaintiff is substantially current in any child support the Plaintiff is required to pay as of December 31 of the tax year in question: _____

The Defendant shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as the Defendant is substantially current in any child support the Defendant is required to pay as of December 31 of the tax year in question: _____

B. Other orders regarding tax exemptions (specify): _____

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

TENTH: TAX RETURN OPTIONS

[Current Tax Year]

The parties acknowledge that they have filed their tax returns for the CURRENT tax year.

The parties acknowledge that they have NOT filed their tax returns for the CURRENT tax year and that they will file their tax returns as follows:

[Prior Tax Years]

The parties acknowledge that they have filed their tax returns for ALL PRIOR tax years.

The parties acknowledge that they have NOT filed their tax returns for ALL PRIOR tax years and that they will file their tax returns as follows: _____

[Tax Refunds/Deficiencies]

The parties acknowledge that there are NO TAX DEFICIENCIES OWING on prior tax returns, that they do not owe any interest or penalties with respect hereto, and no tax deficiency proceeding is pending or threatened against them and that they do not know of any audit with respect to any such prior returns.

The parties acknowledge that there are TAX DEFICIENCIES OWING for prior tax years and that they are disposing of the prior tax delinquency as follows: _____

The parties acknowledge that there is NO TAX REFUND for prior tax years which needs to be divided between the parties.

The parties acknowledge that there is a TAX REFUND for prior tax years and which shall be divided between the parties as follows:

ELEVENTH: OTHER ORDERS

TWELFTH: COURT COSTS

Court costs shall be (select one):

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

Other (specify): _____

THIRTEENTH: CLERK OF COURTS

The Clerk of Courts shall provide:

a certified copy to: _____

a file stamped copy to: _____

NOTICE. Pursuant to Civil Rule 58(B), the Clerk is directed to serve upon the parties a notice of the filing of this Judgment Entry and of the date of entry upon the Journal.

DATE

JUDGE

PLAINTIFF'S SIGNATURE

PLAINTIFF'S PHONE NUMBER

DEFENDANT'S SIGNATURE

DEFENDANT'S PHONE NUMBER

NOTICE OF FINAL APPEALABLE ORDER

Copies of foregoing order, which may be a final appealable order, shall be served upon the parties by the Clerk in a manner prescribed by Civ.R. 5(B) within three days of entering this judgment upon the journal. The Clerk shall then note the service in the appearance docket pursuant to CIV.R. 58(B). Service shall then be deemed complete.

MIKE FOLEY, Clerk of Courts By: RACHEL DOYLE Date: _____