

IN THE COURT OF COMMON PLEAS

_____ **DIVISION**
_____ **COUNTY, OHIO**

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Petitioner 1

and

Name

Street Address

City, State and Zip Code

Petitioner 2

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 19) must be filed with this Petition. If there is/are child(ren), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) and either a Shared Parenting Plan (Uniform Domestic Relations Form 20) or a Parenting Plan (Uniform Domestic Relations Form 21) must be filed with this Petition. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS

WITH CHILDREN **WITHOUT CHILDREN**

Now come Petitioners and state as follows:

- Petitioner 1 Petitioner 2 Both parties has/have been (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of this Petition.
- Petitioners consent to venue.

3. Petitioners were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

There is/are no minor child(ren) born from or adopted during this marriage or relationship.

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
_____	_____
_____	_____

6. Military Service:

Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.

Petitioner 1 and/or Petitioner 2 is an active-duty servicemember of the United States military.

7. Petitioners entered into a Separation Agreement which is attached and incorporated herein as if fully written.
8. If Petitioners have (a) minor child(ren): (*select one*)
- Petitioners agreed to a Shared Parenting Plan which is attached and incorporated herein as if fully written.
- Petitioners agreed to a Parenting Plan which is attached and incorporated herein as if fully written.
9. Petitioners are both over eighteen (18) years of age, are not under any disability, and waive all rights to receive Summons for the dissolution action through the Clerk of Courts.
10. _____, requests to be restored to the former name of _____.

Petitioners request that the Court dissolve their marriage and issue a Judgment Entry-Decree of Dissolution of Marriage adopting the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

Petitioner 1 Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Petitioner 1 Attorney Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No.

Petitioner 2 Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Petitioner 2 Attorney Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

Supreme Court Reg No.

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name Case No.
Street Address Judge
City, State and Zip Code Magistrate

Plaintiff/Petitioner 1

vs./and

Name
Street Address
City, State and Zip Code

Defendant/Petitioner 2

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.
Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.

SEPARATION AGREEMENT

The parties, _____ and _____, state as follows:

- 1. The parties were married on _____ (date of marriage) in _____ (city or county, and state).
2. The parties request that the termination of marriage be [] the date of the final hearing or [] the date specified: _____.

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

A. Real Estate: (select one)

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

- 1. Neither party has any ownership interest in any real estate.
- 2. One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

Address or Parcel Number of Property	Party

- 3. A legal description of the property (found in the property’s deed) should be attached.
- 4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
- 5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

B. Titled Vehicles: (select one)

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

- 1. Neither party has any ownership interest in any titled vehicle(s).
- 2. Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

Year	Make	Model	VIN/SN

3. Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

Year	Make	Model	VIN/SN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on the titled vehicle(s) received unless otherwise stated in this Agreement.
5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:

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

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

Defendant/Petitioner 2 shall receive:

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

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

5. Other arrangements regarding household goods and personal property:

D. Financial Accounts: (select one)

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. Neither party has any ownership interest in any financial accounts.

2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____

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

5. Other arrangements regarding financial accounts:

If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

F. Business Interests: (select one)

1. Neither party has any interest in any business.

2. Plaintiff/Petitioner 1 shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

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

5. Other arrangements regarding business interests:

If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

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

1. Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. Plaintiff/Petitioner 1 shall receive the following:

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

3. Defendant/Petitioner 2 shall receive the following:

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

4. Each party shall pay and hold the other harmless from any debt owing on any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans he/she receives unless otherwise stated in this Agreement.

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

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: _____ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

H. Life Insurance Policies: (select one)

1. Neither party has any interest in any life insurance policy(ies) with a cash value.

2. Plaintiff/Petitioner 1 shall receive the following policy(ies):

3. Defendant/Petitioner 2 shall receive the following policy(ies):

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

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

If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

I. Other Property: (select one)

1. Neither party has any other property.

2. Other property owned by one or both of the parties shall be distributed as follows:

Description of Property	Party
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

4. Other arrangements regarding the property above:

If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

THIRD: DEBTS (select all that apply)

1. Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.

2. Plaintiff/Petitioner 1 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. No Spousal Support Obligation

Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Obligation

Plaintiff/Petitioner 1 Defendant/Petitioner 2 shall pay spousal support to Plaintiff/Petitioner 1 Defendant/Petitioner 2 in the amount of \$ _____ a per month commencing on _____ Spousal support shall continue for a period of _____ months OR until further order of this Court.

C. Method of Payment of Spousal Support:

Spousal support payments shall be made directly to Plaintiff/Petitioner 1 Defendant/Petitioner 2. **(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)**

Spousal support payments, plus two percent (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 or other _____.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

The cohabitation of the person receiving support in a relationship comparable to marriage.

The remarriage of the person receiving support.

Other: (specify) _____

E. 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 establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

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

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.

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

G. **Arrearage or Overpayment**

- Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- Other: _____

FIFTH: NAME

_____ shall be restored
 to the former name of _____

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

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

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

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

NINTH: INCORPORATION INTO JUDGMENT ENTRY

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

TENTH: PERFORMANCE OF NECESSARY ACTS

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

ELEVENTH: SEVERABILITY

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

TWELFTH: APPLICABLE LAW

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

THIRTEENTH: MUTUAL RELEASE

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

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

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Date

Date

ACKNOWLEDGMENT

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

IN THE COURT OF COMMON PLEAS OF MUSKINGUM COUNTY, OHIO

Plaintiff / Petitioner

Case No.: _____

-vs-/-and-

**FINANCIAL AFFIDAVIT
ORIGINAL ACTIONS (DR1)**

Defendant / Petitioner

_____, Affiant(s), being duly sworn, say(s):

PART A - CASE INFORMATION

	Plaintiff / Petitioner	Defendant / Petitioner
Full Name		
Street Address		
City/State/Zip		
Telephone		
Social Security No.		
Date of Birth		
Employer/Source of Income		
Street Address		
City/State/Zip		
Telephone		
Acct./Claim No.		

PART B - ANNUAL INCOME

	Plaintiff / Petitioner	Defendant / Petitioner
Gross annual wages (excluding overtime and bonuses)	\$	\$
Gross annual overtime and bonuses	\$	\$
Gross annual unemployment benefits	\$	\$
Gross annual worker's compensation	\$	\$
Gross annual interest or dividends	\$	\$
Other:	\$	\$
TOTAL GROSS ANNUAL INCOME:	\$	\$
Income Tax Actually Paid (Federal/State/Local)	\$	\$
F.I.C.A.	\$	\$
Mandatory Retirement Plan	\$	\$
Union Dues	\$	\$
TOTAL ANNUAL DEDUCTIONS:	\$	\$
TOTAL NET ANNUAL INCOME:	\$	\$

PART C - DEPENDENT INFORMATION

LIST EACH BIOLOGICAL OR ADOPTIVE MINOR CHILD, NOT THE SUBJECT OF THIS ACTION, LIVING WITH EITHER PARTY AND STATE THE ANNUAL AMOUNT OF CHILD SUPPORT RECEIVED FOR EACH CHILD. DO NOT INCLUDE THE CHILD(REN) INVOLVED IN THIS ACTION, DO NOT INCLUDE STEP-CHILDREN.

Plaintiff / Petitioner's Household		Defendant / Petitioner's Household	
Child's Name	Annual Support	Child's Name	Annual Support
	\$1,000.00		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

PART D - EXPENSES

STATE EACH PARTY'S ACTUAL EXPENSES PER MONTH:

	Plaintiff / Petitioner	Plaintiff / Petitioner
1. Housing	\$	\$
2. Utilities		
3. Insurance		
a. Auto		
b. Life		
c. Health		
4. Uninsured Medical / Dental		
5. Clothing		
6. Groceries and household supplies		
7. Transportation		
8. Work-related child care		
9. Child support paid for other child(ren) <small>(attach certified statement from CSEA)</small>		
10. Spousal support paid for ex-spouse <small>(attach certified statement from CSEA)</small>		
11. Installment Payments (List name of creditor):		
a.		
b.		
c.		
d.		
e.		
12. Other (Specify):		
a.		
b.		
c.		
d.		
e.		
TOTAL EXPENSES PER MONTH:	\$	\$

PART E - ASSETS

LIST ALL ASSETS OWNED BY EACH PARTY, WHETHER ALLEGED TO BE MATERIAL OR SEPARATE PROPERTY.

Description	Owned By	Value
1. Cash and Funds on Deposit (list name of institution and account number.)		
2. Real property		
3. Tangible Personal Property (Include vehicles and household goods.)		
4. Pensions, Profit-Sharing Plans, Etc...		
5. Stocks, Bonds, and Other Securities		
6. Other:		

PART F - DEBTS

LIST ALL DEBTS OWED BY EACH PARTY, WHETHER ALLEGED TO BE MATERIAL OR SEPARATE DEBT. **INCLUDE INSTALLMENT DEBTS LISTED IN PART D.**

Creditor	Owned By	Balance Due
		\$

PART G - GROUP HEALTH INSURANCE FOR MINOR CHILDREN

INSTRUCTION: **IF MINOR CHILDREN ARE INVOLVED IN THIS ACTION**, ANSWER THE FOLLOWING QUESTIONS ABOUT THE AVAILABILITY, COST, AND COVERAGE OF GROUP HEALTH INSURANCE FOR THE MINOR CHILDREN. **IF MINOR CHILDREN ARE NOT INVOLVED IN THIS ACTION**, DO NOT COMPLETE PART G.

	Plaintiff / Petitioner	Defendant / Petitioner
AVAILABLE THROUGH EMPLOYER (YES or NO)		
AVAILABLE THROUGH NON-EMPLOYER (YES or NO)		
NAME AND ADDRESS OF INSURANCE COMPANY		
GROUP POLICY NUMBER		
COST TO YOU OR THE OTHER PARTY PER YEAR:	\$	\$

Summarize the benefits of each plan (i.e. DEDUCTIBLES, CO-PAYMENTS, HMO, COMPREHENSIVE, MAJOR MEDICAL, DENTAL, OPTICAL, ETC...).

Plaintiff / Petitioner's policy:

Defendant / Petitioner's policy:

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No. _____

Street Address

Judge _____

City, State and Zip

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2/Respondent

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used when you want to waive the right to receive service of documents filed or to be filed by the other party. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

WAIVER OF SERVICE OF SUMMONS

Now comes _____ (name) and acknowledges that I am Plaintiff
 Defendant Petitioner Respondent (*select one*). I further acknowledge that I am over the age of eighteen (18), am not under disability, and that I received a copy of the following documents filed or to be filed by the other party: (*check all that apply*)

Complaint for Divorce with Children

- Complaint for Divorce without Children
- Complaint for Parentage, Allocation of Parental Rights and Responsibilities
- Petition for Dissolution
- Motion and Affidavit or Counter Affidavit for Temporary Orders
- Motion for Change of Parental Rights and Responsibilities (Custody)
- Motion for Change of Parenting Time (Companionship and Visitation)
- Motion for Change of Child Support, Medical Support, Tax Exemption, or Other Child-Related Expenses
- Motion for Contempt and Affidavit
- Separation Agreement
- Parenting Plan
- Shared Parenting Plan
- Affidavit of Income and Expenses
- Affidavit of Property
- Parenting Proceeding Affidavit
- Health Insurance Affidavit
- Explanation of Health Care Bills
- Agreed Judgment Entry
- Other: (*specify*)

I waive service of said document(s) by the Clerk of Court.

Self Represented Party Signature

Printed Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail

APPLICATION FOR CHILD SUPPORT SERVICES NON-PUBLIC ASSISTANCE APPLICANT

IMPORTANT: If you are receiving ADC or Medicaid, **do not** complete this application, because you became eligible for child support services when you became eligible to receive ADC or Medicaid.

I the undersigned, _____ request Child Support Services from the **Muskingum County** Child Support Enforcement Agency. I understand and agree to the following conditions:

- A. I am a resident of the County in which services are requested.
- B. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).

The Child Support Enforcement Agency can assist you in providing the following Services:

1. Location of Absent Parents.

The agency can assist in finding where an absent parent is currently living, in what city, town or state. The applicant can request **"Location Services ONLY"**, if the sole need is to find the whereabouts of the absent parent.

2. Establishment or Modification of Child Support and Medical Support.

The CSEA can assist you to obtain an order for support if you are separated, have been deserted or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (modification), and to establish a medical support order.

3. Enforcement of Existing Orders.

The CSEA can help you collect current and back child support.

4. Federal and State Income Tax Offset Submittals for the Collection of Child Support Arrearages.

The agency can assist in collecting back support (arrearages) by intercepting a non-payor's federal and state income tax refunds on some cases.

5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.

The agency can help you get payroll deductions for current and back child support and can intercept unemployment compensation to collect child support.

6. Establishment of Paternity.

The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.

7. Collection and Disbursement of Payments.

The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Back support collected will be paid to you until all of the back support you are owed is paid.

8. Interstate Collection of Child Support.

The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

C. The only fee you can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.

D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

APPLICANT INFORMATION (INFORMATION ABOUT YOU)	
Name	Date of birth
Social Security Number (SSN)	Current Marital Status (Check One) <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Deserted <input type="checkbox"/> Widowed

Type(s) of Service(s) Requested: All services listed _____ Location of absent parent only _____

Other (please explain): _____

I understand that the Child Support Agency – within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant	Date
------------------------	------

Applicants Name (Last, First, Middle)				Telephone Number (Home)
Address (Street/Route, P.O. Box)				(Work)
City, State, Zip Code				
INFORMATION ON CHILDREN				
	Child 1	Child 2	Child 3	Child 4
a. Name				
b. Sex				
c. SSN				
d. Date of Birth (DOB)				
e. Name(s) of Absent Parent				
f. Has Paternity (Fatherhood) Been Established?				
g. Is There An Order For Support <input type="checkbox"/> Yes <input type="checkbox"/> No				
ABSENT PARENT INFORMATION OR PARENT ORDERED TO PAY CHILD SUPPORT				
	Absent Parent #1	Absent Parent #2	Absent Parent #3	
Name				
Address (City, State, Zip Code)				
SSN				
Date of Birth (DOB)				
Name of Employer				
Address of Employer (City, State, Zip Code)				
Amount of Support Ordered (Wk, Bi-Wk, Mo)				
Case Number on Support Order				
Date of Support Order				
Location Where Order Was Issued (City, State, Zip Code)				
Military Service Give Date and Branch Entered				
Arrest Record: Give Date and Place of Arrest				
If the absent parent has been on Public Assistance: Give Date and Place				
Give Name and Address of Current Spouse of Absent Parent				
• Have you ever been on Public Assistance? Yes No				
When (Date)	Where (City and State)		County	
FOR AGENCY USE ONLY				
Case Name	Date Requested		Date Mailed or Provided	
Case Number	Date Returned or File Date			

FORM 20. CIVIL FEE WAIVER AFFIDAVIT AND ORDER

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

)	CASE NO.
)	
Plaintiff,)	JUDGE
)	
vs.)	
)	<u>FINANCIAL DISCLOSURE / FEE-</u>
)	<u>WAIVER AFFIDAVIT</u>
Defendant.)	<u>AND ORDER</u>

Pursuant to R.C. 2323.311, the below-named Applicant requests that the Court determine that the Applicant is an indigent litigant and be granted a waiver of the prepayment of costs or fees in the above captioned matter. The Applicant submits the following information in support of said request.

Personal Information			
Applicant's First Name	Applicant's Last Name		
Applicant's Date of Birth	Last 4 Digits of Applicant's SSN		
Applicant's Address			
Other Persons Living in Your Household			
First Name	Last Name	Is this person a child under 18?	Relationship (Spouse or Child)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Public Benefits			
I receive the following public benefits and my gross income, including the cash benefits marked below, does not exceed 187.5% of the federal poverty guidelines.			
Place an "X" next to any benefits you receive.			
Ohio Works First ¹ : ___ SSI ² : ___ Medicaid ³ : ___ Veterans Pension Benefit ⁴ : ___ SNAP / Food Stamps ⁵ : ___			
Monthly Income			
I am NOT able to access my spouse's income <input type="checkbox"/>			
	Applicant	Spouse (If Living in Household)	Total Monthly Income

Gross Monthly Employment Income, including Self-Employment Income (Before Taxes)	\$	\$	\$
Unemployment, Worker's Compensation, Spousal Support (If Receiving)	\$	\$	\$
TOTAL MONTHLY INCOME			\$
Liquid Assets			
Type of Asset	Estimated Value		
Cash on Hand	\$		
Available Cash in Checking, Savings, Money Market Accounts	\$		
Stocks, Bonds, CDs	\$		
Other Liquid Assets	\$		
Total Liquid Assets			\$
Monthly Expenses			
Column A		Column B	
Type of Expense	Amount	Type of Expense	Amount
Rent / Mortgage / Property Tax / Insurance	\$	Insurance (Medical, Dental, Auto, etc.)	\$
Food / Paper Products/Cleaning Products/Toiletries	\$	Child or Spousal Support that You Pay	\$
Utilities (Heat, Gas, Electric, Water / Sewer, Trash)	\$	Medical / Dental Expenses or Associated Costs of Caring for a Sick or Disabled Family Member	\$
Transportation / Gas	\$	Credit Card, Other Loans	\$
Phone	\$	Taxes Withheld or Owed	\$
Child Care	\$	Other (e.g. garnishments)	\$
Total Column A Expenses	\$	Total Column B Expenses	\$
TOTAL MONTHLY EXPENSES (Column A + Column B)			

I, _____, hereby certify that the information I have provided on
 (Print Name)
 this financial disclosure form is true to the best of my knowledge and that I am unable to prepay the costs or fees in this case.

 Signature

NOTARY PUBLIC:

Sworn to before me and signed in my presence this _____ day of _____, 20_____,
 in Muskingum County, Ohio.

 Notary Public (Signature)

 Notary Public (Printed)
 My Commission expires: _____

If available, an individual duly authorized to administer this oath at the Clerk of Court's Office will do so at no cost to the Applicant.

ORDER

- Upon the request of the Applicant and the Court's review, the Court finds that the Applicant **IS** an indigent litigant and **GRANTS** a waiver of the prepayment of costs or fees in this matter. Pursuant to R.C. 2323.311(B)(3), upon the filing of a civil action or proceeding and the affidavit of indigency under division (B)(1) of this section, the clerk of the court shall accept the action, motion, or proceeding for filing.

- Upon the request of the Applicant and the Court's review, the Court finds that the Applicant is **NOT** an indigent litigant and **DENIES** a waiver of the prepayment of costs or fees in this matter. Applicant is granted thirty (30) days from the issuance of this Order to make the required advance deposit or security. Failure to do so within the time allotted may result in dismissal of the applicant's filing.

IT IS SO ORDERED

Judge / Magistrate

Date

[Effective: April 15, 2020.]

APPENDIX

2020 FEDERAL POVERTY LIMIT (FPL)

Persons in family/household	100% Poverty	100% Poverty Monthly Gross Income	187.5% Poverty	187.5% Poverty Monthly Gross Income
1	\$12,760	\$1,063.33	\$23,925	\$1,993.74
2	\$17,240	\$1,436.67	\$32,325	\$2,693.75
3	\$21,720	\$1,810	\$40,725	\$3,393.75
4	\$26,200	\$2,183.33	\$49,125	\$4,093.75
5	\$30,680	\$2,556.67	\$57,525	\$4,793.75
6	\$35,160	\$2,930	\$65,925	\$5,493.75
7	\$39,640	\$3,303.33	\$74,325	\$6,193.75
8	\$44,120	\$3,676.67	\$82,725	\$6,893.75

R.C. 2323.311(B)

(4) A judge or magistrate of the court shall review the affidavit of indigency as filed pursuant to division (B)(2) of this section and shall approve or deny the applicant's application to qualify as an indigent litigant. The judge or magistrate shall approve the application if the applicant's gross income does not exceed one hundred eighty-seven and five-tenths per cent of the federal poverty guidelines as determined by the United States department of health and human services for the state of Ohio and the applicant's monthly expenses are equal to or in excess of the applicant's liquid assets as specified in division (C)(2) of section 120-1-03 of the Administrative Code, as amended, or a substantially similar provision. If the application is approved, the clerk shall waive the advance deposit or security and the court shall proceed with the civil action or proceeding. If the application is denied, the clerk shall retain the filing of the action or proceeding, and the court shall issue an order granting the applicant whose application is denied thirty days to make the required advance deposit or security, prior to any dismissal or other action on the filing of the civil action or proceeding.

(6) Nothing in this section shall prevent a court from approving or affirming an application to qualify as an indigent litigant for an applicant whose gross income exceeds one hundred eighty-seven and five-tenths per cent of the federal poverty guidelines as determined by the United States department of health and human services for the state of Ohio, or whose liquid assets equal or exceed the applicant's monthly expenses as specified in division (C)(2) of section 120-1-03 of the Administrative Code, as amended, or a substantially similar provision.

¹Ohio Works First Income Limit: 50% FPL (R.C. 5107.10(D)(1)(a))

²SSI Income Limit: cannot have countable income that exceeds the Federal Benefit Rate (FBR). 2019 FBR: \$771 monthly for single disabled individual; \$1157 monthly for disabled couple (20 CFR 416.1100)

³Medicaid Income Limit:

Modified Adjusted Gross Income (MAGI):138% FPL (OAC 5160:1-4-01; 42 USC 1396a(a)(10)(A)(i)(VIII))

Aged, Blind or Disabled: \$791 for single person; \$1177 for disabled couple

⁴Veterans Pension Benefit Income Limit: \$13,535 annually / \$1,127 monthly for a single person; \$17,724 annually / \$1,477 monthly for a veteran with one dependent

⁵Supplemental Nutrition Assistance Program (SNAP) Income Limit: 130% FPL for assistance groups with nondisabled/nonelderly member; 165% FPL for elderly and disabled assistance groups (OAC 5101:4-4-11; Food Assistance Change Transmittal No. 61)