

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

Based on the evidence presented, the Court finds that the dates for determining the meaning of "during the marriage" are the date of the parties' marriage, February 1, 2006, and the date of final hearing, March 2, 2026.

Termination of Marriage

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

Restoration of Former Name

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

Allocation of Parental Rights

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

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

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

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

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

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

Child Support

The full name and date of birth of each child who is the subject of this child support and cash medical support is _____, DOB: _____.

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

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the worksheet used to compute child support and cash medical support under R.C. 3119.02 is attached and incorporated herein by reference.

This Order for child support and cash medical support is effective **January 1, 2026**.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Child Support Obligor shall pay current child support the minor child of \$_____ per month per child for one child, for a total of \$_____ and cash medical support of \$_____ per month per child for one child for a total of \$_____, plus 2% processing fee for a total order of \$_____ per month.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Child Support Obligor shall pay current child support the minor child of \$_____ per month per child for one child, for a total of \$_____ and cash medical support of \$_____ per month per child for one child for a total of \$_____, plus 2% processing fee for a total order of \$_____ per month.

Deviation (optional)

The Court, after considering the facts and criteria set forth under R.C. _____
_____ [*insert R.C. 3119.23, R.C. 3119.231, OR R.C.3119.24*], finds that the amount of
child support calculated pursuant to the child support schedule of R.C. 3119.021, would
be unjust of inappropriate and not in the best interest of the child(ren).

The Court finds that a deviation of [*child support and/or cash medical support*] is
warranted in this case pursuant to [*R.C. 3119.23, 3119.231, 3119.24*] for the following
reasons: _____.

The parties agree and represent to the Court that the aforementioned deviation
factor(s) and/or criteria have a total monetary value of [*insert value of deviation for either
current child support and/or cash medical support.*] \$_____ per month for current
support, and/or \$ _____ per month for cash medical support, which amount the parties
request be adopted by the Court for purposes of computing a deviation from computation
child support and cash medical support.

The Court finds that the amount of child support payable by the obligor in this case,
pursuant to the Ohio child support computation, is \$ _____ per month, per child for ____
child(ren), for a monthly total of \$. for current child support and \$ _____ per month,
per child, for _ child(ren) for a monthly total of \$. for cash medical support for a total
monthly support of \$ _____, plus processing fee.

Based upon the agreement and representation of the parties, the Court finds that
a deviation from the child support computation is warranted, as set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that child

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

MONTHLY ADMINISTRATION OF THE ORDER: *Regardless of the frequency or the amount of support payments to be made under this Order, the Ashland County Child Support Enforcement Agency shall administer it on a monthly basis, in accordance with Ohio Revised Code Sections 3121.51 to 3121.54. For purposes of Ohio Revised Code Section 3121.52, the monthly amount due under this support order for purposes of its monthly administration is _____ (including a 2% fee). Payments under this order are to be made in the manner ordered by this Court or the Ashland County Child Support Enforcement Agency. If the payments are to be made other than on a monthly basis,*

the required monthly administration of the Order does not affect the frequency or the amount of the support payments to be made under this Order.

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

NOTIFICATION REGARDING TERMINATION OF ORDER: *The residential parent and legal custodian of the child(ren) subject to this Order, or the person who otherwise has custody of said child(ren) shall immediately notify, and the obligor may notify, the Ashland County Child Support Enforcement Agency of any reason for which this child support order should terminate. Nothing within this order shall preclude a person from notifying the Ashland County Child Support Enforcement Agency that a reason for which a child support order should terminate is imminent. With respect to this Order, a willful failure to notify the Child Support Enforcement Agency is contempt of Court. The reason for which a child support should terminate including all of the following:*

- (A) the child attains the age of majority if the child no longer attends an accredited high school on a full-time basis and the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;*
- (B) the child ceases to attend an accredited high school on a full-time basis after attaining the age of majority, if the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age;*
- (C) a termination condition specified in the child support order has been met for a child who reaches nineteen years of age;*
- (D) the child's death;*
- (E) the child's marriage;*
- (F) the child's emancipation;*
- (G) the child's enlistment in the armed services;*
- (H) the child's deportation; change of legal custody of child;*
- (I) change of legal custody;*
- (J) the child's adoption;*
- (K) the obligor's death; and*
- (L) marriage of the obligor under a child support order to the*

oblige, if the obligor and oblige reside together with the child.

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

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

this case.

Dependent Health Care Insurance and Health Care Expenses

IT IS ORDERED, ADJUDGED and DECREED as follows:

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

The term “health insurance coverage” is defined for the purposes of this order, as accessible private health insurance that provides primary care services within thirty miles from the residence of the child subject to the child support order.

The term “cash medical support” is defined for the purposes of this order and the child support order, as an amount ordered to be paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Each parent’s cash medical obligation is reflected on line 23(b) of the child support worksheet.

The term “extraordinary medical expenses” is defined for the purposes of this order as any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

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

Process for Payment of Health Care Expenses: The parent who obtains health care for a child is solely responsible for the submission of the health care bill associated with such care to the insurance company for payment. That parent shall submit the health care bill to the insurance company personally, or through the health care provider. If the insurance company “explanation of benefits” form for the submitted health care bill is received by the parent who obtained the health care service, a copy of the “explanation of benefits” form shall be provided to the other parent within 14 days of receipt of the

form. Once the health care bill has been processed by the applicable health care insurance plan, both parents shall pay their respective share of any uninsured or uncovered health care expense within 45 days of receiving a copy of the explanation of benefits, or receipt of a copy of the service provider's statement showing application of all insurance coverage, whichever is later. When a parent pays all (100%) of an out-of-pocket expense, co-pay, deductible or uninsured health care expense, the other parent shall reimburse the paying parent their portion of the expense within 30 days following receipt of a copy of the paid bill receipt and a Form 8.00 health care expense worksheet.

Extraordinary Medical Expenses: In accordance with R.C. §3119.30 or §3119.32, the Child support obligor shall pay _____ % and the child support obligee shall pay ____% of the costs of the uninsured health care expenses of the parties' child(ren) identified herein, that exceeds the amount of cash medical support owed by the parents during that calendar year.

Health Insurance Coverage:

A. Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the Ashland County Child Support Enforcement Agency when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the Ashland County Child Support Enforcement Agency and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B. Private Health Insurance Coverage IS available for the minor child(ren).
- Plaintiff has private health insurance coverage for the minor child(ren);
 - Defendant has private health insurance coverage for the minor child(ren);
 - Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because: *(Check one of the following three boxes)*

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent (5%) of the annual income of that person. (Check one of the following two sections)

- The total cost of private health insurance coverage available to
 - Plaintiff and/or Defendant **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

The total cost of private health insurance coverage available to Plaintiff and/or Defendant **exceeds** that parent's Health Insurance Maximum. (*Line 8 Child Support Computation Worksheet*)

(Check one of the three sections below)

Both parents agree that Plaintiff Defendant or Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

Plaintiff Defendant has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

It is in the best interest of the child(ren) for Plaintiff Defendant to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because: _____

3. Person Required to Provide Private Health Insurance Coverage.

Plaintiff Defendant Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

The child support obligee is rebuttably presumed to be the appropriate parent

to provide private health insurance coverage for the child(ren).

The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.

The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.

The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.

The child support obligee is a non-parent individual or agency that has no duty to provide medical support.

Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's Defendant's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

Notice to Health Insurance Obligor(s):

1. Within 30 days of the date of this support order, the Health Insurance Obligor must designate the child(ren) named herein as covered dependents under any health insurance policy, contract, or plan for which the Health Insurance Obligor contracts.

2. The individuals who are designated to be reimbursed by the health plan administrator for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the child(ren) named herein are:

	OBLIGOR	OBLIGEE
NAME:	<input type="text"/>	<input type="text"/>
ADDRESS:	<input type="text"/>	<input type="text"/>
PHONE:	<input type="text"/>	<input type="text"/>

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

4. The Health Insurance Obligor may be required to pay co-payment or deductible costs required under the health insurance policy, contract or plan that covers the child(ren) named herein.

5. The Health Insurance Obligor's employer is required to release to the other parent, any person subject to an order issued under R.C. §3109.19, or the CSEA upon written request any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. §3119.32 and any order or notice issued under R.C. §3119.32.

6. If the Health Insurance Obligor obtains new employment, the CSEA shall comply with

the requirements of R.C. §3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) named herein in private health insurance coverage provided by the new employer, when insurance is not provided by any other source.

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

8. Within 30 days of the date of this support order, the health insurance obligor shall provide to the CSEA documentation that verifies that coverage is being provided as ordered.

Allocation of Dependents for Tax Purposes

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

Defendant's right to declare any of the parties' minor children as a dependent for income tax purposes shall be contingent upon the Defendant being no more than four (4) weeks in arrears in his child support obligation to Plaintiff for the calendar year for which the dependency exemption is to be claimed as of January 31 of the following

year. In the event Defendant is more than four (4) weeks in arrears in his child support obligation to the Plaintiff as of January 31 of the following calendar year, then Plaintiff shall be entitled to declare the parties' minor children on her federal, state or other tax returns as dependents.

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

Property Division

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

Real Estate:

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

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

Bank and Investment Accounts:

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

Motor Vehicles:

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

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

Other Assets:

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

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

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

The Court FURTHER ORDERS, ADJUDGES AND DECREES that Defendant

shall be responsible for paying, shall hold Plaintiff harmless from, and indemnify Plaintiff for the following debts and expenses:

Home Depot credit card account ... 818 with a balance due of approximately \$750.00 and the Ford Credit auto loan No. ...1230 secured by his 2008 Ford F250 truck.

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

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

Spousal Support

The Court FURTHER ORDERS, ADJUDGES AND DECREES that neither party shall be obligated to pay spousal support to the other. The Court shall **not** retain any

further jurisdiction with regard to the amount, frequency or duration of spousal support.

Attorney Fees and Costs

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall pay the cost and expense associated with their respective legal counsel. **Court costs** associated with this action are hereby assessed against, and shall be paid by _____, subject to the provisions of Ashland County Local Rule 2.04(B).

It is so ordered.

Judge David R. Stimpert

Magistrate Emily M. Bates

APPROVED BY:

Sue Himm, Esq., #0007777
Attorney for Plaintiff

Andy Broke, Esq. #001234
Attorney for Defendant