

**COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO**

PLAINTIFF	:	Case No. _____
	:	
	:	JUDGE _____
	:	
v.	:	JUDGMENT ENTRY OF LEGAL SEPARATION
	:	(No Children)
DEFENDANT	:	(No Separation/ In-Court Agreement Attached)
	:	
	:	

This cause came on for hearing on _____ and was duly heard before the Honorable _____, Judge of the Domestic Relations Division of the Court of Common Pleas Magistrate _____ to whom it was referred by the Honorable _____, Judge of the Domestic Relations Division of the Court of Common Pleas, upon the:

- Complaint of Plaintiff and the evidence, Defendant being in default of Answer or other pleading although duly served with process, according to law.
- Complaint of Plaintiff and Answer of Defendant.
- Complaint of Plaintiff and the evidence, Defendant having withdrawn his/her Answer or Answer and Counterclaim.
- Complaint of Plaintiff, Counterclaim of Defendant and the evidence.
- Counterclaim of Defendant and the evidence, Plaintiff having withdrawn his/her Complaint.

Present at the hearing was/were Plaintiff Defendant Counsel for Plaintiff Counsel for Defendant Other: _____.

The Court finds that Plaintiff was a resident of the State of Ohio for more than six (6) months immediately preceding the filing of the Complaint and that venue is proper in this county. The Court further finds that it has personal jurisdiction over Defendant. The Court further finds that all service and notice provisions have been satisfied according to law.

The Court finds that: *(Check one of the following two boxes)*

- Neither Plaintiff nor Defendant is in the military service of the United States.
- Plaintiff and/or Defendant is/are in the military service of the United States and his/her military service did not impact his/her ability to defend this action.

The parties were married as alleged and there are no minor children of the marriage.

The Court further finds that Plaintiff has Defendant has both parties have established the cause of living separate and apart for one year without cohabitation; incompatibility, not denied; _____ and by reason thereof Plaintiff is Defendant is both parties are entitled to a legal separation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is Defendant is both parties are hereby granted a legal separation from Plaintiff Defendant each other.

DIVISION OF PROPERTY

Real Property

(Check one of the following two boxes)

The Court finds that neither party has an ownership or leasehold interest in any real property.

-OR-

The Court finds that one or both of the parties has/have an ownership or leasehold interest in real property located at _____.

(Check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant is hereby awarded as division of property Plaintiff's Defendant's interest in the real property located at _____, the legal description of which is attached as Exhibit ____ and incorporated herein as if fully rewritten. Plaintiff Defendant is ordered to execute a Quit Claim Deed in favor of Plaintiff Defendant to said property within 14 days of the journalization of this order. Upon his/her failure to do so, this decree shall operate as a conveyance thereof, and the Clerk is directed to certify so much as is necessary of this decree to effectuate such conveyance to the county fiscal officer and county recorder.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant shall retain sole leasehold interest in the rental property located at _____. Plaintiff Defendant shall be solely responsible for all costs associated with the lease agreement for the property as of _____.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant shall permanently vacate the real or rental property located at _____, _____, on or before _____; thereafter Plaintiff Defendant shall have exclusive ownership and/or possession of the property, and shall indemnify and hold Defendant Plaintiff harmless from any financial liability therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that

Other Property and Debts

(Check one of the following two boxes)

The Court finds that the parties have divided all personal property and debts to their mutual satisfaction. *(If this box is checked, skip remainder of this Section and go to RETIREMENT ASSETS)*

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that based upon the evidence presented, each party has received any separate property that he/she may have and that the parties have divided their marital property to their mutual satisfaction. Each party shall pay the debts in his and her name and hold the other harmless for those debts.

-OR-

The Court finds that the separate property, marital property and debts acquired during the marriage shall be divided as follows:

Property

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby awarded the following items of personal property, free and clear from any claim by Defendant, subject to any indebtedness which the Plaintiff shall pay and from which the Plaintiff shall hold the Defendant harmless:

<u>ITEM</u>	<u>VALUE</u>
_____	_____
_____	_____
_____	_____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is hereby awarded the following items of personal property, free and clear from any claim by Plaintiff, subject to any indebtedness which the Defendant shall pay and from which the Defendant shall hold the Plaintiff harmless:

<u>ITEM</u>	<u>VALUE</u>
_____	_____
_____	_____
_____	_____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to Ohio Revised Code §3105.171(A)(6) and (B), the following is determined to be separate property and is awarded as follows:

<u>ITEM</u>	<u>VALUE</u>	<u>PROPERTY OF</u>	<u>AWARDED TO</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Debt

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay and hold Defendant harmless on the following debts:

<u>ITEM</u>	<u>AMOUNT DUE</u>
_____	_____
_____	_____
_____	_____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall pay and hold Plaintiff harmless on the following marital debts:

<u>ITEM</u>	<u>AMOUNT DUE</u>
_____	_____
_____	_____
_____	_____

Retirement Assets

(Check one of the following two boxes)

The Court finds that neither Plaintiff nor Defendant has retirement assets earned during the marriage.

-OR-

The Court finds that the parties have the following retirement assets earned during the marriage:

Plaintiff _____ *(name of party)* is a Participant under the _____ *(name of the plan)* administered by _____ earned through employment with _____ *(name of employer)*

Defendant _____ *(name of party)* is a Participant under the _____ *(name of the plan)* administered by _____ earned through employment with _____ *(name of employer)*

(Check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that each party shall retain any retirement assets they have earned during the marriage.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that any retirement assets earned during the marriage shall be divided as follows:

(Check the appropriate boxes below)

The Qualified Domestic Relations Order(s) (QDRO) or Division of Property Order(s) (DOPO) which effectuate(s) this provision is/are attached as Exhibit _____ and incorporated herein by reference.

-OR-

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) necessary to implement these orders, not submitted at the time of final hearing pursuant to Local Rule 28(F)(1) of the Court of Common Pleas, Division of Domestic Relations, Cuyahoga County, Ohio, shall be prepared by Plaintiff Defendant, by _____ (date).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains jurisdiction with respect to the QDRO or DOPO to the extent required to maintain its qualified status and the original intent of the parties. The Court also retains jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the participant shall not take actions, affirmative or otherwise, that can circumvent the terms and provisions of the QDRO or DOPO, or that may diminish or extinguish the rights and entitlements of the non-participant.

Equal/Equitable Property Division

(Check one of the following two boxes)

The Court finds that the above division constitutes an equal division of the property.

-OR-

The Court finds that the above division of property, though not equal, is equitable for the following reasons:

SPOUSAL SUPPORT

The Court finds, upon considering all of the factors set forth in Ohio Revised Code §3105.18(C)(1) and in particular those specified below, that it is appropriate and reasonable for Plaintiff Defendant to pay spousal support to Plaintiff Defendant. The Court finds that the following factors support this award:

- Income of the parties
- Relative earning abilities of the parties
- Ages and physical, mental and emotional conditions of the parties
- Retirement benefits of the parties
- Duration of the marriage
- Extent to which it would be inappropriate for a party, because that party will be custodian of a minor child of the marriage, to seek employment outside the home
- Standard of living of the parties established during the marriage
- Relative extent of education of the parties
- Relative assets and liabilities of the parties, including but not limited to any court-ordered payments by the parties
- Contribution of each party to the education, training, or earning ability of the other party, including, but not limited to, any party's contribution to the acquisition of a professional degree of the other party
- Time and expense necessary for the spouse who is seeking spousal support to acquire education, training, or job experience so that the spouse will be qualified to obtain appropriate employment, provided the education, training, or job experience, and employment is, in fact, sought
- Tax consequences, for each party, of an award of spousal support
- Lost income production capacity of either party that resulted from that party's marital responsibilities
- Any other factor that is relevant and equitable:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that: Plaintiff Defendant shall pay spousal support to Plaintiff Defendant in the sum of \$_____ per month, for a term of _____, commencing _____. The Court shall shall not retain jurisdiction to modify this order. Pursuant to Ohio Revised Code §3105.18(B), all payments shall terminate upon the death of either party or _____.

Payment Method

(Check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED Plaintiff Defendant shall pay spousal support directly to Plaintiff Defendant using the following method of payment:

If the party ordered to pay is over one month late in making the court ordered payment of spousal support, the receiving party may request to have payments withheld through the Cuyahoga Support Enforcement Agency.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant shall pay spousal support to Plaintiff Defendant through the Cuyahoga Support Enforcement Agency, in the sum of \$_____ per month, plus 2% processing charge.

The Court finds that, for purposes of this order Plaintiff Defendant is the support obligor (pays support) and Plaintiff Defendant is the support obligee (receives support).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (receives support):

Name: _____
Social Security Number: xxx-xx-_____
(fill in last four digits)

SUPPORT OBLIGOR (pays support):

Name: _____
Social Security Number: xxx-xx-_____
(fill in last four digits)
Date of Birth: _____

Temporary Support Arrearage/Overpayment

(Check one of the following two boxes)

The Court finds that there are no arrearages/overpayments under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

-OR-

The Court finds that as of _____ the temporary support arrearage overpayment is \$_____. (Amount MUST be provided) This sum includes all sums ordered under temporary support orders, including but not limited to spousal support, child support or cash medical support, and uncovered health care expenses.

(If there is an arrearage, check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall pay an additional \$_____ per month toward the existing temporary support arrearage.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is rendered in the amount of \$_____ as and for temporary support arrears in favor of Plaintiff Defendant and against Plaintiff Defendant upon which execution may issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any claims of CCJFS-OCSS for any assigned temporary support arrearage or unpaid processing charges are hereby preserved.

The Court finds that there are no arrearages/overpayments under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

Total Monthly Payment of Support

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall pay \$_____ per month to the support obligee. This amount includes all applicable spousal support and payment toward arrearage.

-OR-

Total Monthly Payment of Support Administered by CJFS-OCSS

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall pay \$_____ per month., plus 2% processing charge. This amount includes all applicable spousal support and payment toward arrearage.

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

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the CJFS-OCSS does not affect the frequency or the amount of the support payments to be made under the order.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Any payments not made through OCSPC shall not be considered as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash payments to OCSPC may be made at the Cuyahoga County Treasurer, Cashier's Department, Cuyahoga County Administrative Headquarters, 2079 East 9th Street – 1st Floor, Cleveland, Ohio 44115. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Method to Secure Support Payments Administered by CJFS-OCSS

The Court finds that the support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a withholding or deduction notice shall issue to:

INCOME SOURCE/
FINANCIAL INSTITUTION: _____
ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the CJFS-OCSS of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the support obligor immediately notify the CJFS-OCSS, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

The Court finds that the support obligor has no attachable income source and has the ability to post a cash bond.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor post a cash bond in the amount of \$_____ with the Clerk of the Common Pleas Court within 30 days.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the support obligor shall immediately notify the CJFS-OCSS, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer. When the support obligor begins to receive income from a payor, he/she may request that the Court cancel its bond order and instead issue a notice requiring the withholding of an amount from income for support in accordance with Ohio Revised Code § 3121.03(A). When the support obligor begins to receive income from a payor, the Court will collect on the bond if the Court determines that payments due under this support order have not been made and that the amount that has not been paid is at least equal to the support owed for one month under this support order. The Court shall issue a notice requiring the withholding of an amount from the support obligor's income for support in accordance with Ohio Revised Code § 3121.03(A).

The Court finds that the support obligor has no attachable income source and has no assets to post a bond.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall seek employment, if able to engage in employment, and shall immediately notify the CJFS-OCSS, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial

institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

NOTICES AND GENERAL INFORMATION

The health insurance obligor(s) shall provide private health insurance and shall designate the child(ren) subject to this order as (a) covered dependent(s) under the private health insurance policy, contract or plan.

The parent(s) ordered to provide private health insurance for the child(ren), pursuant to Ohio Revised Code §3119.30, shall no later than 30 days after the issuance of the order supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

The health plan administrator(s) of the health insurance obligor(s) may continue making payments 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 employer(s) of the health insurance obligor(s) is/are required to release to the other parent, any person subject to an order issued under §3109.19 of the Ohio Revised Code, or the CJFS-OCSS, on 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 Ohio Revised Code §3119.32 and any order or notice issued under this section.

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the CJFS-OCSS shall comply with the requirements of §3119.34 of the Ohio 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 child support obligor and the child support obligee shall comply with the request of the CJFS-OCSS in advance of an administrative review of a support order to provide the following: copy of federal income tax return from the previous year, copy of all pay stubs within the preceding 6 months, copy of all other records evidencing the receipt of any other salary, wages or compensation within the preceding 6 months and, if the child support obligor is a member of the uniformed services and on active military duty, a copy of the child support obligor's Internal Revenue Service Form W-2, "Wage and Tax Statement," and a copy of a statement detailing the child support obligor's earnings and leave with the uniformed services. The child support obligor and the child support obligee shall also provide a list of available group health insurance and health care policies, contracts and plans and their costs, the current health insurance or health care policy, contract or plan under which the child support obligee and/or obligor is/are enrolled and their costs, including any Tricare program offered by the United States Department of Defense available to the child support obligee, and any other information necessary to properly review the child support order.

Upon receipt of notice by the CJFS-OCSS that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheet in §3119.022 or §3119.023 of the Ohio Revised Code, as applicable. The CJFS-OCSS may change the financial obligations of the parties to pay child support in accordance with the terms of the Court order and cash medical support without a hearing or additional notice to the parties.

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 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.

Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than 30 days in jail and/or fine of not more than \$250.00 for a first offense, not more than 60 days in jail and/or fine of not more than \$500.00 for a second offense, and not more than 90 days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant pay to Plaintiff Defendant, as additional spousal support or property division, the expenses for his/her attorney fees in the sum of \$_____, for which judgment is rendered and execution may issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all restraining orders previously issued by this Court are hereby dissolved and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Third Party Defendants are hereby dismissed from this action except for:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this proceeding shall be paid by: *(Check one of the following boxes.)*

- Plaintiff
- Defendant
- Both Plaintiff and Defendant equally
- _____.

IT IS SO ORDERED.

JUDGE

MAGISTRATE

PLAINTIFF

DEFENDANT

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

INSTRUCTIONS FOR SERVICE

TO THE CLERK:

PURSUANT TO CIVIL RULE 58(B), WITHIN THREE (3) DAYS OF THE FILING OF THIS JUDGMENT ENTRY, THE CLERK IS DIRECTED TO SERVE NOTICE OF THE FILING OF THIS JUDGMENT ENTRY, THE DATE OF ENTRY UPON THE JOURNAL, AND COPIES OF THE JUDGMENT ENTRY UPON THE FOLLOWING PARTIES AND COUNSEL BY U.S. MAIL AND/OR ELECTRONIC MEANS, IF AVAILABLE:

PLAINTIFF: _____
ADDRESS: _____
EMAIL: _____

COUNSEL FOR PLAINTIFF:
ADDRESS: _____
EMAIL: _____

DEFENDANT:
ADDRESS: _____
EMAIL: _____

COUNSEL FOR DEFENDANT:
ADDRESS: _____
EMAIL: _____

THE CLERK IS FURTHER DIRECTED TO NOTE UPON THE DOCKET THE DATE OF SERVICE, THE JUDGMENT ENTRY SERVED, THE NAME AND ADDRESS OF THE PARTY SERVED, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.