

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

Plaintiff

Street Address

City, State, and Zip Code

VS.

Defendant

Street Address

City, State, and Zip Code

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Case No. _____

Judge _____

Magistrate _____

FINAL JUDGMENT FOR ANNULMENT WITH CHILDREN - PRIVATE HEALTH INSURANCE

This matter came for final hearing on _____ before Judge Magistrate _____ upon the Plaintiff's Complaint for Annulment with Children filed on _____ and upon the following:
_____.

FINDINGS

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

- A. Check all that apply:
 - The Defendant was properly served with summons, copy of the Complaint, and notice of the hearing.
 - The Defendant's waiver of service of summons and Complaint have been filed in this case.
 - The Defendant filed an Answer.
 - The Defendant failed to file an Answer or plead, despite being properly served with summons, copy of the Complaint, and notice of the hearing.
 - The Plaintiff replied to the Defendant's Counterclaim.
 - The Plaintiff failed to reply to the Defendant's Counterclaim.

- B. Present at the hearing were the: Plaintiff, Defendant,
 - _____ appearing as counsel for the Plaintiff,
 - _____ appearing as counsel for the Defendant.

- C. The Plaintiff and/or Defendant was/were resident(s) of the State of Ohio for at least 6 months immediately before the Complaint and/or Counterclaim were filed.

- D. At the time the Complaint and/or Counterclaim was/were filed:
- The Plaintiff was a resident of this county for at least 90 days.
 - The Defendant was a resident of this county.
 - Other grounds for venue were: _____.

- E. The Plaintiff and Defendant were married to one another _____ (date of marriage) in _____ (city, county, and state). The annulment of the marriage is the date of the final hearing or as specified: _____.

- F. Check all that apply regarding children:
- There is/are no child(ren) expected from this marriage or relationship.
 - There is/are child(ren) expected from this marriage or relationship and the approximate due date is _____.
 - There is/are no child(ren) from this marriage or relationship.
 - The parties are parents of _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are (an) emancipated adult(s) and not under any disability. The following _____(number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves:

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

Plaintiff is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child): _____

Defendant is not the parent of the following child(ren) who was/were born during the marriage (name and date of birth of each child): _____

The following child(ren) from the marriage or relationship are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that has issued the custody or parenting order): _____

- G. Select one:
- Neither the Plaintiff nor Defendant is in the military service of the United States.
 - The Plaintiff and/or Defendant is in the military service of the United States and the service did not impact the ability to defend this action.

H. This Court has jurisdiction and proper venue to determine all of the issues raised by the pleadings and motions.

I. Select all that apply:

- A Magistrate's Decision was filed on: _____.
 - No Objections were filed. The Court approves the terms contained in the Decision and finds the terms are fair and equitable.
 - All Objections were ruled on by a separate entry.
 - The parties have presented the Court with a written Separation Agreement or have read into the record a settlement of all issues, which the Court finds to be fair and equitable.
 - Other: _____
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-

J. The annulment is granted on the following grounds (check all that apply):

- The Plaintiff or Defendant was under the age of consent at which persons may be joined in marriage and did not cohabit with the other party as husband or wife after attaining such age.
- The Plaintiff or Defendant had a spouse living at the time of the marriage.
- The Plaintiff or Defendant has been adjudicated to be mentally incompetent and if restored to competency, did not cohabit with the other party as husband or wife.
- The Plaintiff's or Defendant's consent to the marriage was obtained by fraud and that party did not afterwards cohabit with the other party as husband or wife with full knowledge of the facts constituting the fraud.
- The Plaintiff's or Defendant's consent to the marriage was obtained by force and that party did not afterwards cohabit with the other party as husband or wife.
- The marriage between the parties was never consummated.

JUDGMENT

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

FIRST: ANNULMENT GRANTED

An annulment is granted, and both parties shall be released from the obligations of their marriage except for those obligations listed below or set out in the attached Separation Agreement Shared Parenting Plan Parenting Plan Magistrate's Decision and/or Other: _____

SECOND: NAME

_____ is restored to the prior name of _____.

THIRD: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

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

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

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

Plaintiff Defendant shall have parenting time with the minor child(ren) according to the attached schedule or Other: _____

The parents have entered into a Parenting Plan or Shared Parenting plan with has been filed, approved, and adopted by the Court.

B. Relocation Notice

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

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

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

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

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

The relocation notice must be filed with the Hamilton County Court of Domestic Relations, 800 Broadway St., Cincinnati, Ohio 45202.

Other Orders: _____

C. Records Access Notice

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

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

Restrictions or limitations:

None

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

D. Day Care Access Notice

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

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

Restrictions or limitations:

None

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

E. School Activities Access Notice

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

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

Restrictions or limitations:

None

Restrictions or limitations to non-residential parent regarding school activities are as follows:

FOURTH: CHILD SUPPORT – PRIVATE HEALTH INSURANCE AVAILABLE

The Obligor pays child support and the Obligee receives child support. _____ is the Child Support Obligor. _____ is the Child Support Obligee.

The full name and date of birth of each child subject to this child support order includes the following:

_____ (name of parent(s) providing health insurance), who is the _____ (insert Child Support Obligor/Obligee/or both) provides private health insurance for the parties' child(ren) that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is provided in accordance with R.C. 3119.302(A)(2).

Based upon the evidence presented to the Court and the Child Support Worksheet attached hereto and incorporated herein, the Court finds that it is in the best interest of the parties' child(ren) that effective _____, the Obligor, _____ will pay child support to

_____, the Obligee, payable through the Office of Child Support of the Department of Job and Family Services for the parties' child(ren) as follows:

Current child support per month, per child (before processing fee)	\$
Combined current child support (before processing fee)	\$
Current cash medical support obligation per month, per child (before processing fee)	\$
Combined cash medical support (before processing fee)	\$
Child support arrearage payment per month (before processing fee)	\$
2% Processing Fee on TOTAL monthly order	\$
TOTAL MONTHLY ORDER:	\$

Deviation (select only the applicable paragraphs):

- a. The Child Support Obligor's obligation for child support is deviated by _____ (insert percent of deviation or dollar amount deviation here) and the Child Support Obligor's cash medical support obligation is deviated by _____ (insert percent of deviation or dollar amount of deviation here). The Obligor's child support and/or cash medical support obligation(s) deviate(s) from the actual annual obligation on the child support worksheet attached hereto because pursuant to R.C. 3119.23(A)-(Q), the actual annual obligation is unjust, inappropriate, and not in the best interest of the minor child(ren) for the following reasons (list deviation factors pursuant to R.C. 3119.23(A)-(Q):

AND/OR (may be in addition to factors considered pursuant to R.C. 3119.23(A)-(Q))

- b. The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 90 overnights per year and is entitled to a 10% reduction as identified on Line 24 of the attached Child Support Worksheet, pursuant to R.C. 3119.231(A);

OR

The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 147 overnights per year and the Court has determined the deviation for the Obligor's parenting time is _____, (insert percent of deviation or dollar amount of deviation here) as shown on Line 24 of the attached Child Support Worksheet, pursuant to R.C. 3119.231(B);

OR

- c. The Child Support Obligor's obligation for child support and cash medical support do not deviate from the actual annual obligation on the child support worksheet attached hereto. (If there is no deviation and over 90/147 overnights for the Obligor, pursuant to R.C. 3119.23, identify the facts that are the basis for the deviation not being granted): _____

Any credit or arrearage of child support or spousal support on the Child Support Enforcement Agency (CSEA) records is preserved.

Notwithstanding Section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth birthday only in accordance with Section 3119.86 of the Revised Code. The duty of support shall continue during seasonal vacations. Child Support Obligor is responsible for making payments directly to The Office of Child Support of the Department of Job and Family Services until such time as a deduction order takes effect. Any payment made directly to the Child Support Obligee and not through The Office of Child Support of the Department of Job and Family Services shall be deemed a gift and not credited to the support account.

All support under this order shall be withheld or deducted from the income or assets of the Child Support Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Child Support Obligee in accordance with Chapters 3119, 3121, 3123 and 3125 of the Revised Code. A person and/or entity required to comply with withholding or deduction notices described in Section 3121.03 of the Revised Code shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code shall comply without need for any amendment to the support order. The withholding or deduction noticed and other orders issued under sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code, and the notices that require the obligor to notify the Child Support Enforcement Agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the Court.

Payments to Child Support Payment Central ("CSPC") must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payments may be made by personal check, certified check, cashier's check, or money order. The payment must include the Court case number _____ **[INSERT the case number here]** and the SETS number _____ **[INSERT the SETS number here]**. If the SETS number is not available, then the payment must include Obligor's Social Security number. Regardless of the frequency or amount of the support payments, The Office of Child Support of the Department of Job and Family Services will administer the order on a monthly basis in accordance with R.C. 3121.51 to 3121.54. Payments must be made as ordered by the Court.

The Obligee must notify The Child Support Enforcement Agency immediately and the Obligor may notify The Child Support Enforcement Agency of any reason to terminate the support order. A willful failure to notify The Child Support Enforcement Agency is contempt of court. Reasons include but are not limited to the following: a). the child turns 18 years old and no longer attends an accredited high school on a full- time basis, if the support order does not require support to continue past age 18; b). the child's death, marriage, emancipation, or enlistment in the armed services; or c). the change of legal custody of 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 \$1000, 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.

Definitions: Applicable to Health Expenses and Health Insurance

"Cash Medical." At this time, the State of Ohio recognizes that parents spend an average of \$388.70 per year, per child on uncovered health care expenses. Therefore, the term "cash medical" is defined as \$388.70 per child, per year (as amended by statute), and the responsibility for paying this expense is allocated between the parents by income shares, as identified on Line 23 of the child support worksheet.

"Cash medical support" means a dollar amount ordered to be paid in a child support order towards "ordinary medical expenses" incurred on behalf of the children identified in the parties' child support order during a calendar year. The child support recipient's share (Obligee) remains in his/her household, while the child support payor's share (Obligor) is paid to the Obligee in conjunction with the child support amount ordered, **** unless the child is receiving government provided healthcare at no cost to either parent.**

"Ordinary medical expenses" include copayments, deductibles and uninsured/unreimbursed medical-related costs for the children named in the child support order.

"Extraordinary medical expenses" include any uninsured/unreimbursed medical-related costs incurred for a child named in the child support order that exceed the total cash medical support amount, including the monthly amount that is Obligee's share, as identified on line 28 of the child support worksheet.

"Reasonable cost for health insurance" means that a plan of health insurance for the child(ren) identified in the child support order is accessible to the parent ordered to provide health insurance coverage at a cost of 5% or less of his/her gross annual income (identified as the "Health Insurance Maximum" on line 8 of the child support worksheet), unless: (a) one or both parties expressly agree to provide such health insurance for the children at a cost exceeding 5% of his/her gross income; or (b) the Court finds that it is in the best interest of the parties' child(ren) for one or both parents to provide such insurance at a cost exceeding 5% of his/her gross income as such insurance coverage will not impose an undue financial burden on the parent(s).

Provision of Health Insurance for the Child(ren)

Select the appropriate choice:

- a. One or both parents has/have private, accessible health insurance available for the child(ren) subject to the child support order at a reasonable cost (5% or less of his/her gross income);

OR

- b. Despite exceeding a reasonable cost of 5% of his/her gross income(s) _____ (insert name(s) of parents agreeing to provide such insurance) has/have agreed that

_____ (insert name(s) of parents agreeing to provide such insurance) shall obtain or maintain private health insurance for the child(ren);

OR

- c. Despite exceeding the reasonable cost of 5% of his/her gross income(s), the Court has determined that it is in the best interest of the child(ren) and that the cost of providing private health insurance coverage will not impose an undue financial burden on the parent(s); therefore, _____ (name(s) of parent(s) being ordered to provide such insurance) shall obtain or maintain private health insurance for the children.

AND (include for choice a, b, or c)

Pursuant to R.C. 3119.30, it is hereby ordered that no later than thirty (30) days after the issuance of this Order, _____ (insert name(s) of party/parties ordered or agreeing to maintain a plan of health insurance) shall maintain private health insurance for the child(ren) named in the child support order so long as this parent continues to have private health insurance coverage available at a reasonable price for the child(ren). **A qualified Medical Child Support Order shall issue.**

AND (regardless of choice selected)

This Order shall remain in effect for each child identified in the parties' child support order until each such child reaches the age of eighteen (18) and no longer attends an accredited high school on a full-time basis unless otherwise ordered. Except in cases in which a child support order requires the duty of support to continue for any period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen.

Payment of Uninsured/Unreimbursed Extraordinary Medical Expenses

Both parents are liable to all health care providers for their child(ren)'s uncovered extraordinary health care expenses as defined herein according to the formula set forth below.

The Child Support Oblige (recipient of child support), _____ **[INSERT name of Oblige]** is responsible for paying the first \$388.70 per year, per child for the child(ren)'s uninsured/unreimbursed health care expenses (This amount will be modified if there is a deviation in cash medical support, to correspond with the amount of the deviation as identified on lines 27 and 28 of the child support worksheet. A 100% deviation will result in the parents paying all uncovered health expenses proportionally, as all such expenses would be "extraordinary." Oblige should only be responsible for paying a certain amount, per year, per child, if that amount is paid as cash medical support (amount will include both parties' shares).

The remaining costs of any and all uninsured/unreimbursed medical, dental, orthodontic, optical, prescription, psychological, counseling or psychiatric expenses, including deductibles and/or co-payments under the health insurance plan for the child(ren), shall be paid _____% by the Child Support Obligor, _____, **[INSERT name of Obligor]** and _____% by the Child Support Oblige, _____ **[INSERT name of Oblige]**.

Each parent must submit to the other parent copies of all medical bills and receipts for payment as soon as each parent is in receipt of the bill/receipt. Each parent must submit copies of all bills (including expenses for which the submitting parent is responsible) so the other parent is aware of what expenses have been incurred and what expenses have been paid. Each parent should have a complete set of all the medical bills and receipts. Documentation of all such expenses shall be provided to the other parent and reconciliation of the amounts owed for reimbursement shall occur on a quarterly basis (the last day of January, April, July, and November each year).

If one parent has paid the bill in full, the other parent must pay his/her share to the parent who paid the bill within 30 days after he/she receives the receipts. If the health care provider has not been paid in full, each parent must make arrangements with the health care provider to pay his/her share within 30 days of the date that he/she receives the bill. If the bill is later reduced for any reason (insurance payment, insurance company modification, etc.), the parent who first learns of the reduction must notify the other parent immediately. Each parent's portion of the original bill will be reduced accordingly, based on the percentage of each parent's responsibility for the original bill. Neither parent may use the child/ren to deliver medical bills, proof of payment, or reimbursement to the other parent.

Pursuant to Ohio Revised Code Sect. 3119.30, the parent(s) ordered to provide private health insurance for the child(ren) shall, not later than thirty (30) days after the issuance of the order herein, 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

FIFTH: TAX EXEMPTION

Income dependency exemptions (check all that apply):

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

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

Other orders regarding tax exemptions: _____

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

SIXTH: OTHER ORDERS

SEVENTH: COURT COSTS

Court costs shall be (select one):

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

Other: _____

EIGHTH: CLERK OF COURTS

The Clerk of Court shall provide:

- A certified copy of the Decree to: _____
- A file stamped copy of the Decree to: _____

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

DATE

JUDGE