

2015 Annual Convention

Best Practices for Busy Attorneys: Family Law

**Solo, Small Firm, & General Practice Section
Young Lawyers Section
Ohio Bar Liability Insurance Company**

1.0 General CLE Hours/1.0 NLT Hour



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April 29 – May 1, 2015 ♦ Sandusky

Speaker Biographies

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Brinkman & Associates

Cincinnati, Ohio

Ms. Brinkman received her BA from Xavier University and her JD from The Ohio State University Michael E. Moritz College of Law. Her professional memberships include the Ohio State Bar Association (Family Law Section; Legislative Drafting Subcommittee), Cincinnati Bar Association (Chair, Domestic Relations Court Committee; Committee Development Committee), and Greater Cincinnati Women Lawyers Association. Ms. Brinkman is a solo practitioner practicing collaborative law, an alternative dispute resolution process designed to help couples end their marriages without the financial and emotional expense associated with a litigated divorce. She has practiced solely domestic relations and family law since 1986. She is also an accredited mediator. Ms. Brinkman is a frequent speaker for professional organizations. For additional information, please visit www.brinkmanfamilylaw.com.

Best Practices for Busy Attorneys

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Best Practices for Busy Attorneys

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Cincinnati, Ohio

I. Starting a Domestic Relations Case on the Right Foot

A. Tactics for thoroughly interviewing the client.

1. Initial telephone contact.

Spend at least five to ten minutes assessing immediate needs and whether or not an emergency exists – be sure to ask:

a. Referral source

b. Residency of Husband and Wife/separation

c. Has anything been filed yet? (If yes, get case number, service date and status of any requests for temporary orders.) If domestic violence filings have occurred, you are already off on the wrong foot, but do not be afraid to try to stem the tide, i.e., to ask all parties to back up and start over. If a complaint for divorce or legal separation is already filed (another wrong foot start) have the client bring *copies* of all pleadings, orders, etc. to the initial consultation. Check the docket to verify the service date since you only have fourteen days to respond to 75N Motions for temporary orders (depending on county).

d. Aware of any pending hearing?

e. Are there minor children?

f. Phone numbers? Obtain home, work, and cell phone telephone numbers.

If they just want to talk about options, are not sure what they want, and no paperwork has been filed or mailed, you may not need for them to bring a lot of documentation, especially if they are trying to keep their call and meeting with you discreet.

Discuss consultation fee, and, if requested, ranges of retainers, and hourly rates. This will avoid setting consultations with clients who cannot afford your services.

For the first meeting, a recent tax return and paystubs of both parties is usually more than you will need. However, if the contact involves a post-decree matter, you will need for the client to bring in a copy of the Decree and/or current orders, and any paperwork generated subsequent thereto, especially copies of the motion and/or letter and/or request for discovery they just received from their ex-spouse, the ex-spouse's attorney, or the CSEA.

If necessary, explain that you can only represent one party.

2. Initial Consultation.

Schedule as soon as possible. If the client is out of town, you may need to have the initial consultation by telephone, fax, and mail. Have the client overnight copies and a check for your consultation fee; spend time reviewing, then call to fill in the blanks.

- a. Explain the attorney/client privilege and how this applies to all office staff.
- b. The other spouse should not be at the initial consultation; however, often times friends, parents, or other relatives can be helpful in collecting information and in helping your potential client process the information you are giving. Discuss the pros and cons of having someone else sit in on the meeting. If this is a person that can be trusted in keeping secrets, usually the benefits of their presence outweigh the detriments.
- c. Obtain information/Explain legal principles.
 - i. Names and addresses of parties and children, including dates of birth and social security numbers, if easy.
 - ii. Dates of marriage and separation, if applicable.
 - iii. Were there prior separations or filings?
 - iv. Are the parties involved with third parties?
 - v. Current employment status and gross annual income, work histories, job relocations, child rearing responsibilities, and resumes.
 - vi. Grounds for divorce (especially important to see if domestic violence is an issue).
- d. Explain the alternatives.
 - i. Annulment (Ohio Rev. Code § 3105.32).
 - (a) Seldom used.
 - (b) This is not a religious annulment or get.
 - ii. Legal separation (Ohio Rev. Code § 3105.17).
 - (a) Use if the court does not have jurisdiction due to your client not meeting the residence requirement. However, you may still be faced with jurisdictional arguments regarding the different issues, i.e., parenting, support, property.
 - (b) Use if client is opposed to divorce on religious or other grounds, i.e. health insurance.
 - (c) Action used to be called “alimony only”.
 - iii. Dissolution of marriage (Ohio Rev. Code § 3105.61).
 - (a) All negotiations done and agreements reached prior to any documents being filed with the court. Therefore, you need to have an acceptable working temporary arrangement regarding parenting, support, and payment of bills.
 - (b) Both parties need to be present at the final hearing. If one party expresses an unwillingness to proceed, the court cannot grant the dissolution of marriage.
 - (c) No witnesses needed. Do not need to prove grounds.
 - (d) Processes: negotiation, mediation, and collaborative law.

iv. Divorce (Ohio Rev. Code § 3105.01).

(a) Eleven statutory grounds. Most popular are gross neglect of duty, extreme cruelty, living separate and apart for more than one year, and incompatibility (unless denied by the other party). Never allege incompatibility alone, unless it truly is your only grounds.

(b) Need a witness to corroborate testimony on grounds.

(c) Issues decided by magistrate or judge absent agreement of the parties.

v. Reconciliation petition.

Discuss the possibility of reconciliation. Ohio Rev. Code § 3117.01 et seq. A petition for conciliation can be filed on its own or as part of an answer. If petition granted, the parties will be ordered to meet with a counselor in the Family Counseling Department for an assessment (Hamilton County, Ohio).

vi. Mediation – now or later.

vii. Collaboration.

viii. Do nothing.

f. Explain the options regarding parental rights and responsibilities – Ohio Rev. Code § 3109.04.

i. Designation as residential parent and legal custodian.

ii. Shared parenting.

(a) Medical insurance.

(b) Child support – Chapter 3119.

(c) Parenting time – Ohio Rev. Code § 3109.051.

(d) Decision making (education, extracurricular, health, religion, and discipline).

g. Explain property division. (See Ohio Rev. Code § 3105.272).

i. Marital.

ii. Separate.

iii. Mixed.

iv. Go through property statement (if time).

h. Discuss support.

i. Child support.

(a) Worksheet.

(b) Imputing income.

ii. Spousal support – Ohio Rev. Code § 3105.18.

h. Explain concept of “fault” – it is usually very difficult for clients to understand that issues surrounding fault are not relevant regarding support or divisions of property, unless there is economic misconduct.

i. Discuss fees. Reduce your agreement to writing. (Sample of retainer letter attached.)

- i. Discuss hourly rates and retainer.
- ii. Cover expenses, i.e. court costs, court reporters, computerized legal research, use of other professionals such as psychologists, appraisers, and accountants.
- iii. Keep detailed time records, even if non-billable time.
- iv. Keep a book or record of telephone conversations with clients and attempts to return phone calls or retain the original phone messages with your notes thereon indicating the date and time you returned the call.
- v. Copy client on all correspondence/pleadings received or sent.

B. Negotiation.

- 1. Send letter (see my “hello” letter attached).
- 2. If meeting with both parties or communicating with the other party, inform the other party of their right to counsel. Do not offer the unrepresented party any advice. See Disciplinary Rule 7-104(A)(2). Obtain a Waiver of Representation from the unrepresented party.
- 3. Take time to listen to your client before completing forms. Client may just need to know legal rights, options and possibilities. He or she may not be ready to file, but needs to know the pros and cons of taking action now or later. However, if representing the Defendant, time is often of the essence.

C. Drafting the settlement documents.

- 1. Separation and Full Settlement Agreement (form attached).
- 2. Shared Parenting Plan (form attached).

II. Going Down the Divorce Path

A. Review of fundamental documents in the divorce case.

- 1. Complaint.
- 2. Property statement (marital/separate/mixed/?).
- 3. Motion for Temporary Restraining Orders. (Often no longer needed – most counties have automatic Mutual Restraining Orders.)
- 4. Motion for Temporary (75N) Orders.
- 5. See form letter explaining documents attached.

B. Taking the first steps in starting the divorce action.

- 1. Drafting Initial Divorce Proceedings. Motion and Affidavit for Temporary (75N) Orders attached.
- 2. What the Response Should Look Like. Counter Motion and Affidavit for Temporary (75N) Orders attached.
- 3. Properly Serving Papers.
 - a. Certified Mail.
 - b. Sheriff.

c. Process Servers.

i. Legal Beagles 859-992-7661 (Hamilton County, Ohio. Mike has taken over for Tommy).

ii. Consult Hague Convention for out of country service.

C. Conducting effective discovery.

1. Interrogatories/requests for documents (form attached).

a. Assets.

Include interrogatories regarding all assets (including but not limited to real estate, household goods, automobiles, safe deposit boxes, funds on deposit, stocks and bonds, retirement plans, retirement savings plans, pension plans, profit sharing plans, life insurance, expectancies and inheritances, and other assets) held in their name alone, held in joint names, assets being held by a third party on their behalf; how they propose to divide assets; what they consider to be their separate property; what they consider to be their spouse's separate property; the fair market value of each asset. Interrogatories regarding any property, real or personal, tangible or intangible, sold or transferred within the last two (2) years.

Request documentation regarding all assets including checking statements and a full year of checks, savings account statements, credit union accounts, deeds, titles, pension/profit sharing/retirement account statements, stocks and bonds, three years of personal tax returns, insurance policies (face page and cash value), company benefit books, partnership agreements

b. Debts.

Include interrogatories regarding all debts including individual and joint, amount of each debt, date debt incurred, monthly payment on each.

c. Support.

Include interrogatories regarding gross income from employment and from any other sources for the past three years. Request documents to verify the income including but not limited to W-2s, 1099s, last three years of income tax returns, paystubs for the current year to date, employer statements regarding overtime and bonuses, receipts and expenses if self-employed,

If they are not employed ask for any physical limitations or disabilities which would prevent them from being gainfully employed and for them to describe their employment search. Request documentation such as medical records or doctor's statements documenting the limitation or disability. Also request information and documentation regarding their employment search, including all job applications, resumes, letters of interest, letters of rejection, letters of acceptance, and offers of employment.

Include interrogatories regarding expenses or attach court's budget affidavit for them to fill out.

d. Custody.

e. Economic misconduct.

f. Witnesses.

Ask for the names, addresses, and telephone numbers of all witnesses other than experts that they intend to testify at any trial or hearing in the matter. Also ask for the identity of all persons expected to be called as expert witnesses at any hearing or trial, the subject matter on which each is expected to testify, the facts known or opinions held by each expert which are relevant to the issues and the grounds therefore.

g. Exhibits.

Request copies of the exhibits they expect to offer into evidence at any hearing or trial in the matter.

h. New requirement to email or send disk.

Required by Civil Rule 33 for Interrogatories and Civil Rule 36 for Requests for Admissions.

2. Depositions.

3. Subpoenas.

D. Potential Pitfalls that May Be Encountered.

1. Bankruptcy.

2. Third Parties.

a. Family debt – here is some “separation agreement” language I obtained from one of our Magistrates:

any debt to Mr. or Mrs. _____, Plaintiff's/Defendant's parents, that has been or will be established by Court proceedings filed by Mr. and Mrs. _____, regarding any debt incurred during the marriage (include dates) shall be divided equally between the parties. If Mr. and Mrs. _____ sue Plaintiff/Defendant individually, Plaintiff/Defendant shall notify Defendant/Plaintiff within Fifteen (15) days of his/her being served with the Complaint.

b. Refinancing/house sales.

c. Cooperation of new significant others and relatives; however, beware of conflicts of interest.

3. Death.

4. QDROs/Retirement/Social Security offset for State Plans.

E. Spousal support/health insurance/life insurance/attorney fees (Ohio Rev. Code § 3105.73 attached).

F. Post decree.

1. Property – enforcement only.

2. Child-related issues.

a. Parenting.

i. Different burdens of proof.

ii. Mediation.

iii. Court procedures/counseling department.

b. Child support.

3. Spousal support – as long as jurisdiction is specifically reserved.

4. Civil Rule 60(B)

5. Res judicata.

Sample Divorce/Dissolution Matter Representation Letter

DATE

NAME

ADDRESS

CITY STATE ZIP

Re:Divorce/Dissolution Matter

Dear NAME:

I want to thank you for selecting me to represent you in the matter referred to above. I feel my job is not merely to represent you, but also to keep you informed about what is happening and to answer any questions you might have. If at any time you have any questions about what is happening with this matter, please do not hesitate to call.

I will counsel you in the area of family law and represent you in any negotiations and in any court proceedings, so long as you remain current with your payments, as set forth below. I will make every effort to expedite the handling of your matter promptly and efficiently and in accordance with the highest legal and ethical standards.

I shall keep you well informed as to my progress. I shall send you copies of all papers coming in and going out of my office, including correspondence, pleadings, and other court documents.

You hereby agree to pay me a replenishing retainer fee of \$_____ for a divorce or \$_____ for a dissolution. These funds are paid to me for the purpose of assuring my availability in your matter. These funds will be put into my trust account and drawn upon when needed. The legal fees and costs will be charged against the retainer fee. You will receive monthly statements of your account. Each monthly statement will show the fees incurred, and the costs advanced during the preceding month. These statements will allow you to follow the work performed in your case. This statement will also show the amount needed to replenish this retainer. This amount is to be paid each month in order

NAME

DATE

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to keep the required retainer in trust. Once your case is completed, any remaining monies left in trust will be returned to you.

In some cases, the requirement for replenishing may be removed. However, any fees or costs incurred are required to be paid in full upon receipt of the billing statement.

All of my billings will be based upon the hourly rates of my office. My hourly rate is \$275.00. If my associate would do work on your behalf, her time would be charged at the rate of \$225.00 per hour and if my legal assistant would do work on your behalf, her time would be charged at the rate of \$175.00 per hour. It is impossible to determine in advance the amount of time that will be needed to resolve your situation. The hourly rates will be charged for all time spent on your behalf, i.e. court appearances, time spent in meetings/conferences, filing necessary documents with the Court, travel time, preparation of documents, time on the telephone, etc.

“Costs advanced” are the out-of-pocket expenses incurred on your behalf, including but not limited to, filing fees, transcripts, copying, special mailing fees, legal research costs, court reporters, and experts. These costs will also be itemized on your monthly statements. The filing fee of \$250.00 will also be required prior to the filing of a divorce or dissolution.

You hereby authorize me to engage and make use of court reporters, accountants, appraisers, investigators, other attorneys, and other experts deemed necessary to the preparation of your case. However, I will not engage such persons, except for court reporters and persons to assist with legal research, without notice to you. If you have any questions or concerns regarding the tax ramifications of any of the proposals, agreements or arguments that may be made or entered into on your behalf, please consult with your accountant or tax attorney. Additionally, I do not provide advice or information regarding bankruptcy; please consult with a bankruptcy attorney if you have any questions regarding bankruptcy.

Occasionally, the Court will order a spouse to pay part or all of the other spouse’s fees. Sometimes the Court makes no orders for fees and costs. Because fee and costs awards are totally unpredictable, court orders must be considered to be merely “on account” and you are solely liable for the payment of

NAME

DATE

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the total fees and costs. Of course, amounts paid pursuant to court order will be credited to your account.

If a court orders the award of attorney fees and/or expenses in your favor, and the amount is paid to this firm, and if you have any balance due to this firm, such monies shall be credited to any balance due.

Please countersign this agreement and return it to me with the retainer in the enclosed envelope so that we will have a mutual memorandum of our understanding. I look forward to assisting you in this matter.

Sincerely,

Karen R. Brinkman

KRB/tgwc

Enclosure

APPROVED:

Date

NAME

Sample Retention Letter

DATE

NAME

ADDRESS

ADDRESS

Dear NAME:

My name is Karen R. Brinkman and I have been retained by your husband/wife, FIRST NAME, to represent him/her regarding the termination of the marriage between you and him/her. It is his/her desire to proceed with an amicable resolution of the marriage with as little court intervention as possible.

Enclosed please find a brochure which explains the process of dissolving a marriage using the collaborative law process. Please review this brochure carefully and, if you wish, you may retain an attorney of your own who has participated in the collaborative law training.

In any event, I look forward to hearing from you or from an attorney representing you as soon as possible. If I do not hear from you by DATE, I will attempt to reach you by telephone.

Sincerely,

Karen R. Brinkman

KRB/tgwc

Enclosure

c: CLIENT NAME

Sample Drafts of Documents Letter

DATE

ADDRESS

Dear :

Enclosed please find rough drafts of the following documents that have been prepared on your behalf:

1. Complaint for Divorce;
2. Motion for Temporary Restraining Order;
3. Affidavit;
4. Restraining Order;
5. Motion & Affidavit for Temporary Parenting Orders, Child Support, Visitation, Spousal Support Without Oral Hearing (75)N;
6. Affidavit of Income Expenses and Financial Disclosure;
7. Health Care Affidavit;
8. Child Support Computation Worksheet;
9. Property Statement; and
10. Questionnaire.

The Complaint for Divorce is a document that is filed with the Court wherein a spouse is requesting the Court to dissolve their marriage.

The Motion for Temporary Restraining Order is a document wherein one spouse is asking that the other spouse be prevented from harassing or harming the other person or their children, and disposing of or transferring any property.

The Affidavit is a court required document that supports the Motion for Temporary Restraining Order.

The Restraining Order is the document that the Judge signs to prevent the Defendant/spouse from harming the other spouse or disposing of property.

The Motion & Affidavit for Temporary Parenting Orders, Child Support, Visitation, Spousal Support without Oral Hearing is the document whereby temporary orders are requested.

The Affidavit of Income, Expenses and Financial Disclosure is a required form which sets forth the monthly budget and financial posture of each party regarding the need and/or ability to pay child support and/or spousal support.

The Health Care Affidavit is a document which outlines what medical insurance is available to the family, and the costs associated therewith.

The Child Support Computation Worksheet is a document which is required to be submitted when there is a request for child support.

The Property Statement is a required form setting forth all of the assets and liabilities of the marriage.

The Court's Questionnaire is required at the commencement of any dissolution or divorce proceedings in the Hamilton County, Ohio, Court of Domestic Relations.

I am also requesting that when you return the Court's Questionnaire that you send a copy of your driver's license. This is also required at the commencement of any dissolution or divorce proceeding.

Also, when filing a dissolution or divorce and you have minor children, a parenting class offered through Beech Acres will need to be taken by both parties. Please use the links below to schedule this class:

<http://www.beechacres.org/Helping-Children-Cope-With-Divorce.aspx>

Class Schedule: <http://www.hamilton-co.org/domestic/Parenting/Parenting.html>

After you have completed this class, please forward a copy of the certificate to this office so that it can be submitted to the Court.

Please review these documents and call this office so that we can make any changes or corrections necessary to put them in final form.

Sincerely,

Karen R. Brinkman

KRB:tgwc

Enclosures

SEPARATION AND FULL SETTLEMENT AGREEMENT

STATE OF OHIO)

) SS.

COUNTY OF HAMILTON)

Upon being duly sworn, _____ and
_____ do hereby state the following:

This Separation and Full Settlement Agreement is made and entered into between
_____ hereinafter referred to as "Husband", and
_____ hereinafter referred to as "Wife", both of whom represent
that:

1) The parties hereto were married in _____, _____, on _____, 19____.

2) _____ children were born the issue of this marriage namely:
_____.

3) Differences have arisen between the parties and they are now living separate and apart from each other.

4) The parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property and debt belonging to the parties or to either of them, to provide for the allocation of parental rights and responsibilities regarding the minor child(ren), including child support and parenting time, and to determine all spousal support rights.

In consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. SEPARATION - Each party shall hereafter continue to live separate and apart from the other for the rest of their natural lives and shall not interfere with the other's right to quiet and peaceful enjoyment. Neither party shall annoy, molest, interfere with, or harass the other in any way or manner, either directly or indirectly. Neither party shall hereafter publish derogatory statements about the other in any way, shape, or form, regardless of whether the publishing party believes such statement(s) is or are true or false.

____. PARENTAL RIGHTS AND RESPONSIBILITIES - _____ is designated as the residential parent and the legal custodian of the minor children. Each party shall be authorized to review and receive any medical records in regard to their children. Also, each party shall be entitled to review any and all school records of their children. Each party shall be free to discuss with any medical or dental person treating their children any and all matters in regard to their children. Each party shall be free to discuss with any school person or educational personnel any and all matters in regard to their children.

OR

____. PARENTAL RIGHTS AND RESPONSIBILITIES - The parties agree that they will share the parenting of the minor children in accordance with the terms and provisions of the Shared Parenting Plan which was executed simultaneously herewith and incorporated as if fully rewritten herein. The parties understand that such document, subject to court approval, will be filed separately with a Final Decree of Shared Parenting.

____. PARENTING TIME - _____ shall have the right for parenting time with the children in accordance with the Court's Standard Parenting Order, a copy of which is attached hereto as Exhibit ____ and incorporated as if fully rewritten herein, except for the modifications to transportation as set forth herein, and any additional parenting time as agreed to in advance between the parties.

_____ or an adult he/she designates who is well known to both parents and the child(ren) shall provide transportation at the commencement of _____ parenting time and _____ or an adult he/she designates who is well known to both parents and the child(ren) shall provide transportation at termination of said time. However, said transportation responsibilities shall be shared or modified if either parent moves more than ten miles from the other.

____. CHILD(REN)'S WELFARE - The parties agree that they will discuss and cooperate on matters relating to _____'s welfare, health, and education, realizing that _____ general welfare is of paramount importance to each party. To that end, each party will encourage _____ to respect, honor and love the other party.

____. REMOVAL FROM JURISDICTION - Neither parent shall remove the residence of the children from the jurisdiction of Hamilton, Clermont, Butler or Warren Counties in Ohio, without the written consent of the other parent or an order of the Court.

____. CHILD SUPPORT - _____ shall pay to _____, for the support of the parties' minor child, the sum of \$ _____ (_____) per month. The total child support order, including a 2% processing fee, is \$ _____ (_____) per month. Said Order shall be effective _____, and is payable through the Division of Child Support of the Department of Human Services by way of a Support Deduction Order.

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 age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school, or a Court-issued child support order provides that the duty of support continues beyond the age of majority. 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. That duty of support shall continue during seasonal vacations. Father/Mother is responsible for making payments directly to the Office of Child Support of the Department of Jobs and Family Services until such time as a deduction order takes effect. Any payments made directly to the residential parent and not through the Office of Child Support of the Department of Jobs and Family Services shall be deemed a gift and not credited to the support account. The Support Worksheet is attached hereto. All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to

3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code.

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 DRIVERS' 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 CHILD 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.

No Federal or State Aid is involved and, if there is Federal or State Aid involved, this entry shall not operate as a bar to any government agency collecting funds due.

2.2The parties specifically reserve jurisdiction to the Court to modify/extend the child support obligation beyond age 19 if in the event of a future disability to the parties' minor child/children, where such disability is found by the court to require additional financial assistance by the parties.

____. HEALTH INSURANCE - _____ shall maintain and keep in full force and effect a program of hospitalization, surgical, medical, dental, drug, and major medical insurance provided through _____ s employment for the benefit of the minor children.

Husband and Wife shall share equally all medical, dental, prescription drug, optical, orthodontic, psychiatric and psychological expenses incurred by or on behalf of the child to the extent that such expenses are not paid out of any insurance.

OR

_____ shall be responsible for all uncovered health expenses up to \$100.00 per child, per calendar year. The parties shall split equally all medically necessary expenses exceeding that deductible, including medical, dental, hospital, pharmaceutical, optical, psychiatric, psychological, and orthodontic expenses. In the case of orthodontic, psychiatric and psychological treatment of a non-emergency nature, _____ shall be entitled to secure a second opinion at this own expense.

OR

The Husband shall maintain, (or replace with a comparable policy/policies) for the benefit of the minor children his present policy of health, hospital, dental and medical insurance, and be responsible for the premium payments therefore, for so long as he is obligated to support the children.

Any dental/medical expenses incurred by or on behalf of the minor children not covered by insurance are to be paid one-half (1/2) by the Wife and one-half (1/2) by the Husband.

In the event the Husband changes policies, it is agreed that should there be a waiting period for pre-existing conditions before coverage is granted, that the Husband will pay for any and all costs incurred during that period, or, if the Wife has at that time medical insurance coverage immediately available for said children, the Husband agrees to pay that portion of the premium covering the children on the Wife's policy until the children are eligible under his new plan.

If the Husband desires to change medical plans, he agrees to provide any and all literature regarding benefits and rates on the new plan to the Wife and no change will occur unless both parties agree and it will not result in the disruption of continued dental/medical care. The best interest of the children will be the deciding factor of any changes made.

A current insurance card will be provided at all times to the Wife for the purpose of obtaining the necessary dental/medical services so long as eligibility exists.

Husband agrees to maintain medical and dental insurance on the Wife as long as she is eligible under his federal plan until a Final Decree of Divorce has been entered. The Wife will be responsible for her portion of uninsured expenses.

Each party shall submit to the other party for reimbursement uninsured health care expenses regarding the children incurred during any calendar year, no later than December 31st of the succeeding year. Any party not submitting for reimbursement of health care charges by that date shall have no further claim for reimbursement from the other party.

____. TAX DEDUCTION - _____ shall be entitled to claim the children as tax exemptions for 20____ and the years thereafter as long as (s)he is substantially current in all support obligations for the tax year in question.

Both parties will cooperate fully and promptly with any documents required by any taxing authority to effectuate this provision. The parties shall sign, execute and deliver to each other all documents required by any taxing authority necessary to claim these exemptions. Said documents shall be signed promptly upon request.

OR

Mother shall be entitled to claim ____ as a "qualifying child" and Father be entitled to claim ____ as a "qualifying child" for Federal, State and local income tax purposes to the extent

allowed by law. When Mother is no longer able to claim ____ as a “qualifying child”, Mother and Father shall alternate tax years claiming _____ as a qualifying child.

Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request, if necessary.

____. LIFE INSURANCE - So long as the child(ren) is a minor, _____ shall maintain and keep in full force and effect, life insurance under which _____ is insured, in the amount of \$_____, and _____ shall name the child(ren) as the first and primary beneficiary(ies) of such insurance. Said insurance shall be maintained free and clear of liens, loans, and encumbrances of any kind. _____ shall provide for _____, no less frequently annually, and on or before 30 days after the execution of this Agreement, with full proof that such insurance is in full force and effect and the child(ren) are the full beneficiaries as required herein. In the event that _____ does not comply with this provision or such insurance is insufficient to fully meet the obligations of support in paragraph 6, _____ shall have a cause of action against _____’s estate and any other assets owned by _____ or under which _____ he had the right to name a beneficiary thereof.

OR

____. Life Insurance - Each party shall retain as his or her own, any interest that he or she has in any life insurance policy, free and clear of any claims of the other party. Additionally, in order to leave a legacy to his sons, Husband shall maintain a policy of life insurance on his life for at least \$250,000.00 and shall name as sole irrevocable beneficiaries _____ and _____ and their heirs. Husband shall not borrow, assign, or otherwise encumber said policies. Husband may name a trust and a trustee of his own choosing on behalf of the minor children as the beneficiary of such policy proceeds informing the other parent in writing of such action.

____. DIVISION OF PROPERTY - All property, real and personal and wheresoever situated, which the parties own individually, jointly, or in common with each other, or in which either party has any interest or control, shall be divided as follows. The term “during the marriage” shall be defined as _____ to _____.

A. Real Estate - _____ shall convey to _____, by Limited Warranty Deed or Quit Claim Deed, all of _____ interest in the real estate located at _____ (legal description attached hereto as Exhibit ____). Said property shall be conveyed subject to the outstanding mortgage thereon to _____, and _____ assumes said mortgage and shall hold _____ harmless thereon. Husband shall be responsible for and hold Wife harmless on any and all liens, mortgages, and encumbrances placed upon the aforesaid real estate, in addition to any and all real estate taxes applicable thereto. Husband shall also further indemnify Wife from any expense, loss, claim or liability whatever arising from, or in any way connected with said real estate. Husband shall purchase and maintain adequate insurance on the property and shall furnish upon demand no more frequently than annually proof of coverage, maintenance of premium payments.

As and for _____ interest in the real estate, _____ shall pay to _____, or _____ shall give to _____, concomitantly with the receipt of said Limited Warranty Deed, the sum of \$_____. Said payment shall be made within 60 days of the entering of any Decree terminating the marriage of the parties.

OR

_____ shall give to _____ a Mortgage on the above-mentioned real estate and a Promissory Note in the amount of \$_____. Said amount shall be payable, interest free, upon _____'s death, remarriage, full-time cohabitation with another individual which is similar to a marriage relationship in terms of sharing expenses and financial responsibilities, sale of the residence, _____'s failure to use the residence as _____ or the children's primary residence, or five years from the entry of a Decree terminating the within marriage, whichever occurs first.

OR

Parties agree that the property at _____ shall be sold. _____ shall live in the property and pay for the following expenses. Agree to list _____ fee _____ with _____ as real estate agent. After payment of reasonable and necessary costs of sale, the proceeds shall be divided as follows: _____. If the real estate is not sold by _____, parties shall attempt to mediate dispute before returning to court. In any event, this Court shall maintain continuing jurisdiction until such real estate is sold and the proceeds divided.

A. House Proceeds - Husband and Wife have sold the marital residence for \$_____. The parties agree said proceeds shall be divided equally between them after payment of _____.

OR

A. Neither party has any interest in any real estate.

B. Household Goods - Each party shall retain as his or her own, free and clear of all claims of the other party, all household goods, furniture, furnishings, and appliances now in his or her possession and under his or her control. Each party releases any claim they may have to household goods, furniture, furnishings and appliances in the possession of the other party.

OR

shall be divided in accordance with the list(s) attached hereto as Exhibit _____.

OR

_____ shall retrieve all items set forth on Exhibit B on or before _____ days from the date of entry of a Decree terminating the within marriage. _____ shall retain as his/her own, free and clear of all claims of _____, all remaining household goods, furniture, furnishings, and appliances now in his/her possession and under his/her control.

C. Motor Vehicles - 1) Wife shall retain as her own, free and clear of any claims of Husband, all of her interest in the _____ which is presently titled in her name alone. She shall pay and hold Husband harmless as to any mortgage or encumbrance thereon. Wife shall be responsible for insurance, license, and all other expenses related to ownership of such vehicle. The parties agree that the vehicle has an equity of \$_____.

2) Husband shall retain as his own, free and clear of any claims of Wife, all of his interest in the _____ which is presently titled in his name alone. He shall pay and hold Wife harmless as to the mortgage or encumbrance thereon. Husband shall be responsible for insurance, license, and all other expenses related to ownership of such vehicle. The parties agree that the vehicle has an equity of \$_____.

D. Funds on Deposit - 1) Wife shall retain as her own, free and clear of any claims of Husband, all accounts of any kind, titled in her name, including but not limited to checking accounts, savings accounts, certificates of deposit, and credit union accounts.

2) Husband shall retain as his own, free and clear of any claims of Wife, all accounts of any kind, titled in his name, including but not limited to checking accounts, savings accounts, certificates of deposit, and credit union accounts.

E. Stocks, Bonds and Stock Options - Neither party has any interest in any stocks, bonds, or other security interest.

F. Profit Sharing/401(k)/Pension/Retirement Plans - Husband is vested with an interest in the _____ Profit Sharing Plan. Both parties have agreed that Husband shall pay Wife \$_____ representing one-half of said interest. Husband shall retain complete ownership of the Profit Sharing Plan free and clear of any claim of Wife.

OR

Husband has an interest in the _____ pension plan. This plan is to be divided equally between Husband and Wife as of _____. Each party shall receive all interest, dividends, increases, or decreases in value attributable to each such portion from _____ until the date of transfer. _____ shall continue to be designated as the surviving spouse of _____ until the completion of such transfer. Said division shall be accomplished pursuant to a Qualified Domestic Relations Order prepared in accordance with this provision of this agreement.

G. Benefits - Husband has accrued vacation and paid allowance benefits at the _____. Wife has accrued vacation and paid allowance benefits at the _____. Husband shall pay to Wife \$_____. Both parties agree that said amount represents an equal division of said interests.

H. Life Insurance Policies - Husband is the owner of a _____ Life Insurance Company Policy, policy no. _____, which has a cash surrender value of \$_____.

Wife is the owner of a _____ Life Insurance Company Policy, policy no. _____, which has a cash surrender value of \$ _____.

Both parties agree that _____ shall pay _____, \$ _____, which represents an equal division of said interests.

OR

H. Life Insurance - Each party shall retain as his or her own, any interest that he or she has in any life insurance policy, free and clear of any claims of the other party, except for the restriction thereon set forth in Provision _____ herein. Each party represents that he or she has no cash value in any insurance policy.

I. IRA Annuity - Wife is the owner of a _____ Annuity, account no. _____, which has a value of \$ _____. Both parties agree that \$ _____ (1/2 thereof) shall be rolled over into Husband's name. The parties further agree that should any penalty be incurred in the rollover, such penalty will be equally divided between Husband and Wife.

J. Other Assets - Businesses, Lawsuits, Frequent Flyer Miles, etc. **(FOR BUSINESSES USE THIS LANGUAGE: Other Assets/Businesses - Husband shall retain the two businesses known as _____ and _____ and clear of any claims of Wife. Husband shall retain any and all assets and debts related to such businesses. Husband shall also assume all insurances, licenses, and all other assets or expenses related to the ownership of such businesses. Husband shall hold Wife harmless on all such obligations.)**

Frequent Flyer Miles - Husband currently has in his name approximately 60,000 Delta frequent flyer miles. Husband and Wife acknowledge that this asset is marital and should be shared equally. If Delta will transfer one-half (1/2) of the miles accumulated through September 30, 2003 to a separate account in Wife's name alone, both parties agree to cooperate to accomplish same. If this cannot be done, Husband shall purchase a ticket or tickets for Wife equivalent to her share of such miles.

Civil Lawsuit - Wife and Husband acknowledge that they, jointly with Husband's Father, have a claim against the _____ and/or others regarding water and other damages they sustained to their personal property and to the real property located at _____ in which they live and which such property is owned by Husband's Father. Husband and Wife shall split equally any proceeds related to the reimbursement for any of their property damage or any emotional damage attributable to either or both of them. If any funds are recovered that are not specifically assigned to an individual, such dollars shall be divided as follows: 20% to Husband's Father, 40% to Wife and 40% to Husband. Such funds shall be divided after all litigation expenses and attorney fees are paid.

Intellectual Property - Each party shall retain any proceeds or benefits related to any business related ideas, inventions, patents, copyrights, or other intellectual property interests either one may have whether or not such ideas were formed or initiated during the marriage. Any income or royalties generated from such ideas, patents, or books shall belong to Husband or Wife, free and clear of any claim of the other.

L. Worker's Compensation Claim/Personal Injury Claim - On or about _____, _____, Husband/Wife was involved in an accident. Husband/Wife sustained personal injury as a result of this accident and has applied for Workers' Compensation. Wife/Husband shall receive fifty (50) percent of any payments or proceeds related to Husband's/Wife's claim which is based on this accident. Husband/Wife acknowledges that Wife/Husband has suffered along with Husband/Wife and is entitled to one half (1/2) of all past due and future benefits including, but not limited to, temporary total disability, wage loss, living maintenance, permanent partial, permanent total disability benefits, and settlement proceeds attributable to Husband's/Wife's claims through _____, _____. Wife/Husband shall remain entitled to and informed of any spousal benefits and/or consortium claims related to Husband's/Wife's accident. Commencing immediately upon the signing of this Agreement, Husband/Wife shall provide to Wife/Husband copies of all correspondence to or from his/her Workers' Compensation attorney, currently _____, and all correspondence from the Bureau of Workers' Compensation, doctors and health providers, and any other documentation regarding his claim, including copies of checks and medical records. Husband/Wife shall cooperate with all reasonable requests for documentation regarding this claim, including payment printouts from the Bureau of Workers' Compensation.

____.TAXES - Both parties will cooperate in jointly filing a _____ tax return as married and will split any refund or liability fifty/fifty.

OR

____._____ TAXES - Both parties will cooperate in filing either jointly or separately for _____ with regard to the avenue most beneficial to them jointly. The parties will then split equally whatever refunds or liabilities are owed or forthcoming from such filings.

OR

____.Husband and Wife shall file separately for the year _____, sharing the deduction regarding the real estate equally (50% Husband, 50% Wife). Any refunds or liabilities associated with prior joint filings shall also be shared equally (50/50).

OR

Should the parties be audited in the future for tax years which they filed joint income tax returns (Federal, State, and local), to the extent any tax liability is incurred, Husband and Wife shall be equally responsible for the payment of any adjustment, deficiency, or assessment. Likewise, should the parties receive any income tax refunds for the years in which they filed joint returns, Husband and Wife shall share equally such refunds.

The parties further agree to fully cooperate with each other in signing all necessary forms in order to effectuate protests or appeals. The parties shall also share equally the costs of any such protests or appeals equally.

The parties hereto agree that each will immediately forward to the other, a copy of any deficiency notice or other correspondence received by either of them from the Internal Revenue Service concerning any tax year for which a joint return has been filed.

Each shall execute any and all documents which may require his or her signature for the purpose of effectuating any of the terms and conditions of this agreement so as to give full force and effect to this agreement.

____.PERSONAL INJURY CLAIM - On or about _____, 201____, after the parties date of separation on or about _____, _____ was involved in a vehicle accident. _____ sustained personal injury as a result of this accident and _____ shall retain any and all interest _____ may have in such accident claim free and clear of any claim of _____. Neither _____, nor _____ s attorneys, will present any consortium claim _____ may have as a result of _____ s accident. If _____ wishes to pursue any such claim, ____ shall do so on _____ own.

____.SPOUSAL SUPPORT - Neither party shall pay spousal support to the other party and each party releases the other party from any future claims for spousal support, sustenance, spousal support, and/or maintenance, except as indicated in paragraph twelve (12) below.

Both parties understand, agree and intend that the debts Husband is assuming below in paragraph twelve (12) are alimony, maintenance, support or are in the nature of alimony, maintenance, or support and shall be nondischargeable in any bankruptcy proceeding that may be filed by Husband. Said payments shall not be taxable to Wife or deductible by Husband under the Internal Revenue Code.

Both parties acknowledge that Wife could not survive on her own if Husband would not have agreed to be responsible for all of the debts related to his business and to pay for her health insurance. If for any reason, any bankruptcy court does not agree with this representation and allows Husband to discharge any of these debts or payments to or on behalf of Wife, Wife shall be allowed to petition the Court for alimony, sustenance, spousal support and/or maintenance without limitation as to term or amount. Therefore, this Court specifically shall retain and have full continuing jurisdiction to modify the spousal support terms set forth herein for Wife s benefit only.

OR

____.SPOUSAL SUPPORT - Neither party shall pay spousal support to the other party and each party releases the other party from any future claims for sustenance, spousal support, and/or maintenance. No court shall have any authority to modify the spousal support terms set forth in this Agreement. The Court specifically shall not have continuing jurisdiction to modify the spousal support terms set forth herein.

OR

____.SPOUSAL SUPPORT - Husband shall pay to Wife, as and for spousal support, the sum of \$_____ per month, commencing on _____. Said spousal support payments shall continue until _____. The spousal support payments shall also terminate on the death of Wife or Husband pursuant to ORC 3105.18(5), her remarriage, or cohabitation with an unrelated adult (of either sex, however _____ may share a house or apartment with a relative, friend or roommate and not be guilty of cohabitation as set forth in Bussey vs. Bussey, 55 Ohio App. 3rd 117). The Court shall have continuing jurisdiction to modify the spousal support payments herein as to term or amount.

Husband is responsible for making payments directly to the Office of Child Support of the Department of Jobs and Family Services until such time as a deduction order takes effect. Any payments made directly to the Obligee and not through the Office of Child Support of the Department of Jobs 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 obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code.

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 DRIVERS' 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 CHILD 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.

Said spousal support amount shall be taxable to Obligee on all Obligee's tax returns and shall be deductible by Obligor on all Obligor's tax returns.

The Hamilton County Court of Domestic Relations shall not retain jurisdiction over the issue of spousal support except as provided above.

___DEBTS - Upon execution of this agreement, Husband shall be responsible for paying the balance owing on all of the debts and accounts listed on Exhibit A attached hereto and incorporated herein by reference. Husband's payments of the balances due in Exhibit A shall be considered as sustenance spousal support for Wife as she would not be able to make an adequate home for herself and the child(ren) of the parties were it not for the Husband's assumption of these debts. Said payments shall not be taxable to Wife. In the event of Husband's death, any sums not paid by Husband to Wife or to third parties on Wife's benefit as set forth in this Agreement shall remain a claim against his estate or any other assets owned by Husband or under which he had the right to name a beneficiary thereof.

(If debt to H or W parents) Any debt to Mr. or Mrs. _____, H/W's parents/mother/father, that has been or will be established by Court proceedings filed by Mr./Mrs. _____, regarding any debt incurred during the marriage (DATE to DATE) shall be divided equally between the parties. If Mr./Mrs. _____ sue H/W individually, H/W shall notify H/W within fifteen (15) days of his/her being served with the Complaint.

____. PAYMENT OF CURRENT OBLIGATIONS - The parties acknowledge that they have outstanding obligations to various creditors in their respective names. Except as otherwise specifically set forth herein, each party shall pay his or her own creditors, and shall indemnify the other party from any liability thereto.

____. WARRANTY AS TO DEBTS - Each of the parties hereto warrants and represents that he or she has not incurred or contracted for any debt, obligation, or liability, whatsoever, for which the other or his or her personal representatives, heirs and assigns, is or may become liable, other than those expressly set forth in this agreement, and each party hereto agrees to indemnify, defend, and hold the other party harmless from and against any and all debts, obligations, and liabilities, incurred or contracted for by such party not specifically set forth in this Agreement.

____. WARRANTY AS TO ASSETS - Wife represents to Husband and to the attorney of Husband that her financial circumstances and property holdings have been accurately disclosed to Husband and Husband's attorney as of the date of this agreement and Husband and Wife agree and understand that they have arrived at a settlement set forth in this agreement on the basis of, and in light of, the information disclosed by Wife to Husband and that such financial disclosure is a correct, accurate and full reflection of her financial condition as of the date upon which she signed this agreement.

Husband represents to Wife and to the attorney of Wife that his financial circumstances and property holdings have been accurately disclosed to Wife and Wife's attorney as of the date of this agreement and Wife and Husband agree and understand that they have arrived at a settlement set forth in this agreement on the basis of, and in light of, the information disclosed by Husband to Wife and that such financial disclosure is a correct, accurate and full reflection of his financial condition as of the date upon which he signed this agreement.

In the event it is discovered that either party has failed to disclose a marital asset, the party discovering the non-disclosed asset shall be entitled to its full value as of either the date of separation or the date of payment, whichever date provides the higher value.

____. COMPLETE SETTLEMENT - This agreement shall be a full and complete settlement of all spousal support and property rights between the parties.

Except as herein otherwise provided, each party hereto completely and forever releases and discharges the other party from any and all rights each has, or may have:

- (a) To past, present and future spousal support, sustenance, and/or maintenance,
- (b) To a division of property in the estate of the other,

(c) To dower in the estate of the other, past, present and future, including but not limited to, real estate acquired subsequent to this Agreement,

(d) To act as administrator or executor in the estate of the other,

(e) To receive any interest as legatee or devisee in any Last Will and Testament of the other,

(f) To any distributive share and/or inheritance in the estate of the other,

(g) To all statutory exemptions, statutory mansion house rights, and statutory year's allowance in the estate of the other,

(h) To all rights as surviving spouse, heir, and/or next of kin in the estate of the other,

(i) To all property, privileges or benefits accruing by virtue of the marriage, or accruing from any other source, act, matter or agreement whatsoever whether the foregoing are conferred by the Statutory or Common Law of the United States of America, or of any other country, and all rights, claims, demands, causes of action each now has, or each may have arising out of their marriage and/or otherwise arising or resulting from any other matter, act, agreement or cause whatsoever prior to the date hereof.

(j) To any other matter whatever that may become the subject of controversy between the parties.

It is the further understanding of the parties that, except as herein otherwise provided, the parties have disposed of, and terminated any and all rights, claims, and/or causes of action each now has against the other. Each party releases the other party from all claims and causes of action whatsoever, except for the obligations and claims set forth in this Agreement.

Each party may freely sell, transfer, or otherwise dispose of his or her own property by gift, deed, or Last Will and Testament. Upon the death of either party, all of his or her property, real and personal, which shall not have been disposed of during life or by the Last Will and Testament, shall descend to, vest in, and be distributed to, such person or persons as would be entitled to the same by the Statutes of Descent and Distribution of the State of Ohio then in effect, had the surviving party died during the life of the other party.

Each party further waives, releases, and disclaims any right to succeed to, receive, or participate as a beneficiary in the proceeds of any life insurance policy, retirement plan benefit, deferred compensation plan, annuity program, or any other benefit of the other spouse, and each spouse's right to participate as a beneficiary to any proceeds of distribution payments from any source arising from the other spouse whatsoever, is terminated as of the date of the execution of this Agreement, except for the obligations and agreements set forth in this Agreement.

___ FULLY BINDING - This Agreement shall be fully binding upon the heirs, next of kin, executors and administrators of the parties.

____. MODIFICATION OR WAIVER - No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

____. AGREEMENT GOVERNED BY THE LAWS OF OHIO - This Agreement shall be subject to and governed by the laws of the State of Ohio irrespective of the fact that one or both of the parties may become a resident of a state other than Ohio.

____. RECONCILIATION - If at any time the parties shall reconcile their differences and resume the normal relations of Husband and Wife, no provisions of this Agreement shall be thereby canceled. It is the intention of the parties that this Agreement shall remain effective between them, notwithstanding any such reconciliation, until such time as it may be modified or waived in writing and executed by the parties with the same formality as this Agreement.

____. FULL UNDERSTANDING - Each party fully understands all the terms set forth in this Agreement, and all the terms of this Agreement represent and constitute the entire understanding between the parties, and that each has read this Agreement and finds the same to be in accordance with his or her understanding, and that each does hereby voluntarily execute this Agreement with the understanding that it shall be final and binding on both parties on all matters and all claims that either party may have as to the other party.

____. COUNSEL AND WAIVER OF REPRESENTATION - By the execution hereof, _____, being unrepresented by legal counsel, acknowledges that ____ is fully aware that Karen R. Brinkman does not represent ____; that ____ has been given full opportunity to evaluate ____ need for legal representation free of any potential conflict; that ____ has had adequate opportunity to obtain ____ own counsel and elects to proceed without legal representation. Further, ____ consents to Karen R. Brinkman proceeding herein.

OR

____. EACH PARTY HAVING COUNSEL - The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel. Each party acknowledges that he or she has received independent legal advice and counsel of his or her selection and that each fully understands his or her legal rights and obligations. Each party also acknowledges and accepts:

A. That this Agreement is under the circumstances fair and equitable.

B. That it is being entered into freely and voluntarily, he or she having received such advice and with such knowledge.

C. That the execution of this Agreement is not the result of any duress, undue influence, collusion, or improper or illegal agreement.

____. ATTORNEY FEES AND COURT COSTS - Both parties agree to share equally any legal expenses incurred in this matter.

OR

____. ATTORNEY FEES AND COURT COSTS - Each party shall be responsible for his or her own attorney fees incurred in any dissolution or divorce proceeding entered into by these parties. However, _____ shall pay any court costs incurred in such proceedings.

____. ACKNOWLEDGMENT - Each party also acknowledges and accepts that this Agreement is fair and equitable under the circumstances and that the execution of this Agreement is not the result of any duress, undue influence, collusion or improper or illegal agreement.

____. MUTUAL CONSIDERATION - Each party acknowledges and agrees that each and every provision of this Agreement is mutual consideration for each and every other provision. Each term was bargained away for every other term. If any court ever finds that any one of these provisions is unfair, unenforceable, null or void, then the entire Agreement becomes null and void.

____. INCORPORATION INTO THE DECREE - This agreement shall be submitted to any Court in which a Petition for Dissolution of Marriage or an action between the parties for divorce may be pending or may be filed, and shall be incorporated into the final Decree of said Court as the order of said Court.

Neither party shall assert any claim or seek any relief from the other party other than as set forth in this Agreement.

____. FULL RELEASE OF RIGHTS - The parties agree that this Separation Agreement is being entered into for the purpose of settling, determining and providing for division of all property belonging to the parties or to either of them, also to establish and define all spousal support, sustenance, and maintenance rights, and all rights as may have arisen out of the marriage relationship, and all other rights between the parties, and this Separation Agreement shall be valid and enforceable regardless of the filing of any proceeding for a Dissolution of Marriage or Divorce or any dismissal or withdrawal thereof.

____. NO OTHER PAYMENTS - Other than the payments set forth in this Agreement, neither party shall ever pay any payments to the other party, and each party releases the other party from any and all claims for any other payments, whether in the nature of spousal support, maintenance, sustenance, property division, lump sum spousal support, equitable distribution of property, or payments of any other kind, past, present and future.

____. NO WAIVER OF DEFAULT - No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

____. EXECUTION OF DOCUMENTS - Upon execution of this Agreement, 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 all periodic payments required under the terms of this Agreement shall commence. Each party shall execute whatever documents shall be necessary to carry out the intent of this Agreement. In the event either party refuses or is unable or fails to execute, deliver such deed, conveyance, title, certificate or other document or instrument to the other party, or relinquish any dower interest which he or she may have in any real estate owned by the other party within fifteen (15) days of the journalization of this

Decree, then this Agreement shall constitute and operate as such conveyance or properly executed document and the County Auditor and County Recorder and any and all public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof, in lieu of the document regularly required for such conveyance or transfer.

____. INTENTION TO BE BOUND - Both parties hereto, indicating their intention to be bound by the terms and provisions herein, do hereby execute this Agreement on the date hereinafter set forth.

WITNESS

WITNESS

WITNESS

WITNESS

DATE

DATE

STATE OF OHIO, COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County, personally appeared the above-named _____ who acknowledged that ____ did sign the foregoing instrument and that the same is ____ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio, this _____ day of _____, 2015.

NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County, personally appeared the above-named _____ who acknowledged that ____ did sign the foregoing instrument and that the same is ____ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio, this _____ day of _____, 2015.

NOTARY PUBLIC

Sample Shared-Parenting Plan

(29333) Karen R. Brinkman
Attorney for

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

_____	:	Case No.
	:	File No.
Plaintiff	:	
	:	Judge
vs.	:	Magistrate
_____	:	
Defendant	:	<u>SHARED PARENTING PLAN</u>

This Shared Parenting Plan, by and between Plaintiff, _____, hereinafter referred to as _____ and _____, hereinafter referred to as _____, is submitted by the parents pursuant to both parties' request for Shared Parenting. Both parties hereby request the Court, pursuant to Ohio Revised Code Section 3109.04(D)(1)(a)(i) to grant the parents the shared parenting of _____, born _____.

Each parent is a caring and appropriate party with the ability to provide guidance, concern and a proper home environment for the minor children.

Neither parent has been convicted of or pleaded guilty to a violation of Ohio Revised Code section 2919.25 involving a family member, any other offense which is resulted in physical harm to a family member, has been determined to be the perpetrator of an abusive act that is the basis of an adjudication that a child is an abused child or has acted or contributed in any manner resulting in a child being a neglected child.

The parents acknowledge that each has the present ability to cooperate and make decisions jointly with respect to the minor children and the ability to encourage the sharing of love, affection and contact between the minor children and each party. The parents shall discuss and resolve all major issues jointly. The geographic proximity of the parents to each other is not considered to be a barrier and makes the concept of sharing parenting a realistic alternative.

I. PHYSICAL LIVING ARRANGEMENTS

1.1 Both Father and Mother shall be the legal custodians without regard to where the children are physically located.

1.2 Mother and Father shall share time with _____ as follows:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Father	Father	Mother	Mother	Father	Father	Father
Father	Father	Mother	Mother	Mother	Mother	Mother

Each day shall begin after school or at 6:00 p.m. if no school and continue overnight.

The parties acknowledge that the allocation of time contained herein is appropriate to their current schedules, and to those of the children. The parties also recognize that this specific schedule may have to be modified as their situations change. The parties further recognize that the children's involvement in various activities makes this allocation of time between the parents the most workable and most appropriate for all concerned. The parties further recognize that they must continue to be flexible in meeting the needs of each other and of the children.

Holidays and birthdays with each parent shall be shared or alternated. In the event the parents disagree as to holidays, they shall employ the times set forth in the attached Exhibit A as it relates to holidays and birthdays.

Mother and Father shall have each have three weeks of extended/vacation time in accordance with Exhibit A. Each parent shall inform the other of where the children will be and shall provide addresses and phone numbers of such locations whenever the children will be away from either parent's residence for more than one overnight; and daily reasonable telephone contact is to be allowed during such extended periods.

If either parent is unavailable to be with _____ during their regularly scheduled times for four hours or more, they shall offer such time to the other parent before leaving the child with anyone else.

Mother and Father shall have the minor children at any other time as agreed upon in advance between the parents. The parents shall modify the schedule to meet the needs of the children. In the event they disagree as to modification, they shall utilize mediation or counseling before filing motions with the Court.

Each parent shall provide bedrooms for the children separate from the parent's room.

1.2 If either parent desires to relocate, the relocating parent, under the Shared Parenting Plan, must notify the Court of their intent to relocate and provide the Court with a new residence address promptly. Said notice shall be filed with the Domestic Relations Docket Office who will

forward said notice to the Clerk of Courts and a copy forwarded to the other parent except as provided in Ohio Revised Code Section 3109.051(g)(2)(3) and (4). Upon receipt of the Notice, the Court on its own Motion or the Motion of the non-relocating parent may schedule a hearing with notice to both parents to determine whether it is in the best interest of the minor children to revise the Shared Time Schedule for the minor children.

The current address for the Mother is: _____.

The current address for the Father is: _____.

II. SUPPORT

2.1 _____ shall pay to _____, for the support of the parties' minor child, the sum of \$ _____ (_____) per month. The total child support order, including a 2% processing fee, is \$ _____ (_____) per month. Said Order shall be effective _____, and is payable through the Division of Child Support of the Department of Human Services by way of a Support Deduction Order.

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 age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school, or a Court-issued child support order provides that the duty of support continues beyond the age of majority. 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. That duty of support shall continue during seasonal vacations. Father/Mother is responsible for making payments directly to the Office of Child Support of the Department of Jobs and Family Services until such time as a deduction order takes effect. Any payments made directly to the residential parent and not through the Office of Child Support of the Department of Jobs and Family Services shall be deemed a gift and not credited to the support account. The Support Worksheet is attached hereto. All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code.

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 DRIVERS' 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 CHILD 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.

No Federal or State Aid is involved and, if there is Federal or State Aid involved, this entry shall not operate as a bar to any government agency collecting funds due.

2.2 The parties specifically reserve jurisdiction to the Court to modify/extend the child support obligation beyond age 19 if in the event of a future disability to the parties' minor child/children, where such disability is found by the court to require additional financial assistance by the parties.

III. CHANGE OF RESIDENCE OF MINOR CHILD

3.1 Neither parent shall remove the minor children from Hamilton County, Ohio and establish a residence for them in another location without an agreement signed by both parties and approved by and filed with the Court or Court Order. Both parents must also remain in the Cincinnati Public School District.

IV. HEALTH MATTERS

4.1 _____ shall continue to maintain medical insurance for the benefit of the minor children. A Qualified Medical Child Support Order, Ohio Revised Code section 3113.217 shall issue and is attached hereto. _____ shall be designated to receive reimbursements from the insurance provider. Commencing with calendar year _____, the parents shall divide all uninsured and unreimbursed medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses, incurred on behalf of the minor children except _____ shall be responsible for the first One Hundred Dollars [\$100.00] per calendar year, per child for all uninsured expenses, including co-payments and deductibles. The remaining cost of uninsured expenses, additional co-payments and /or deductibles under the insurance plan for the children, shall be shared by the parents equally.

4.2 The parents have selected a primary physician and dentist and shall make joint decisions in collaboration with them. Either parent may obtain at his/her expense a second opinion. Both parents shall have equal access to all information and records concerning the minor children's

health. Whichever parent has the children shall make the primary decision regarding emergency medical needs unless otherwise agreed to in writing. Each parent shall notify the other immediately in the event of a medical emergency involving the minor children. Both parents must give any and all prescribed medication to the children during visits as prescribed by the child's physician.

4.3 Each parent shall, promptly upon receipt thereof, submit the medical provider's billing statement to the other parent. Each parent shall pay to the other parent his/her share of uninsured medical and health expenses of the children within thirty (30) days of any billing statement. Reimbursement, as provided herein for all bills paid by a parent, shall be paid or arrangement agreed upon, to the appropriate party within thirty (30) days of his or her receipt of a copy of this bill.

Each party shall submit to the other party for reimbursement uninsured health care expenses regarding the children incurred during any calendar year, no later than December 31st of the succeeding year. Any party not submitting for reimbursement of health care charges by that date shall have no further claim for reimbursement from the other party.

V. ACCESS TO ALL OTHER RECORDS AND ACTIVITIES/DAY CARE

5.1 Both parents shall be entitled to any and all other records related to the children.

5.2 Both parents must be notified and are entitled to attend student and all other extracurricular activities relating to the children, including but not limited to sports, music, performances, recitals, etc. Extracurricular activities that impact both parents' time and/or travel must be mutually agreed upon after consideration of the children's desires and interests.

5.3 Both parents shall have access to any day care center, day care provider or baby-sitter that is, or that in the future, may be attended by the children. The parents shall mutually agree upon any child care provided for the children and shall share all work related child care expenses, such as after school care, equally. If a late arrival or late pick-up fee is due, then the parent who is late shall pay the fee at the time that it is incurred.

VI. SCHOOLS

6.1 The parents shall consult as to the appropriate school placement for the minor children and that said choice shall be in the best interest of the minor children. It is the parents intent that NAME shall continue to attend _____.

6.2 Both parents recognize that the children can legally attend either parents school system. Currently, Mother's residence shall be used for school registration purposes.

6.3 It is the intent of both parents to be fully informed of the day-to-day progress of the children, and to appropriately assist the children in the completion of homework and school projects. Both parties shall be diligent in their attention to this important aspect of the children's development. Father and Mother may both go to the school to have lunch with the minor child(ren) or volunteer in any capacity allowed by the school.

Each parent must provide time for the children to study, complete homework assignments, or other school assigned projects, even if the completion of this work interferes with the parent's plans for the children. If school work is assigned to a child prior to a period of parenting time, the parent must inform the other parent of the work to be done and the work must be completed. Either parent may present the school with a copy of this Shared Parenting Plan.

VII. RELIGION

7.1 The parents agree that the children shall continue to be raised in the _____ faith.

VIII. TRANSPORTATION

8.1 _____ or an adult he/she designates who is well known to both parents and the child(ren) shall provide transportation at the commencement of _____ parenting time and _____ or an adult he/she designates who is well known to both parents and the child(ren) shall provide transportation at termination of said time. However, said transportation responsibilities shall be shared or modified if either parent moves more than ten miles from the other.

8.2 Both parents acknowledge their responsibility to discuss activities important to the children in advance, including times, dates, and transportation needs, so that the children are not deprived of activities and maintaining friendships. The parent who has the children will take the responsibility for transportation, as agreed, to scheduled activities and to school.

IX. DISCIPLINE

9.1 The parties shall consult with each other regarding consistent and appropriate forms of discipline. The parent with physical possession of the children at that time shall make the day to day decisions regarding the discipline and shall advise the other parent immediately of his or her serious concerns about the minor children's behavior. The parties shall strive to maintain consistent methods of discipline in the children's best interest. The parties agree that they, not a third party, shall discipline the children without using physical discipline.

X. LIFE INSURANCE

10.1 Each parent shall name the minor children as equal beneficiaries on all existing or comparable life insurance policies currently in effect through the parents' employment. At the parents' discretion, a term policy in an equal face value amount may be substituted for the employment life insurance policy. Either parent may name a trust and a trustee of his or her own choosing on behalf of the minor children as the beneficiary of such policy proceeds informing the other parent in writing of such action.

OR

X. CONTACT WITH GRANDPARENTS AND OTHER RELATIVES

10.1 The minor children shall have access to extended family members and each parent will cooperate in making the children available for events of special importance and at other reasonable times.

In the event of Father's premature death or disability, Mother shall continue to foster the minor children's relationship with the paternal family members. In the event of Mother's premature death or disability, Father shall continue to foster the minor children's relationship with the maternal family members.

XI. MEDIATION

11.1 In an effort to implement the provisions of this order concerning shared parenting, father and mother shall, in the event of any major disagreement between them relating to the minor children and prior to any Court hearing, seek co-parenting counseling, collaborative law, mediation and/or non-binding arbitration with qualified individuals knowledgeable about the subject matter on which they disagree, in an effort to resolve all disputes that they themselves are unable to resolve. Parties choosing co-parenting counseling, collaborative law, or mediation shall attend at least three (3) sessions of either such process unless the process is deemed unproductive and terminated prior to the completion of three (3) sessions by the counselor or mediator. The parties shall equally share the costs of any process chosen, unless they agree otherwise, or unless the Court orders costs allocated on some other basis. The parties may file the appropriate motions prior to the completion of the process chosen. However, no hearing shall be held, except by order of the Court, unless the process is completed.

XII. CONTINUING JURISDICTION

12.1 The Hamilton County, Ohio, Court of Domestic Relations shall retain jurisdiction to enforce and/or modify any and all provisions of this Shared Parenting Plan in the best interest of the minor children, as provided by law.

XIII. ENTIRE PLAN

13.1 This Shared Parenting Plan contains the entire Shared Parenting Plan and orders of this Court, and there are no representation, warranties, covenants, or undertaking other than those expressly set forth.

XIV. REPRESENTATION

14.1 Both parents have at all times been represented by counsel.

Mother is represented by _____.
Father is represented by _____.

XV. TAX EXEMPTIONS

15.1 Beginning with tax year ____, Mother and Father shall alternate tax years claiming NAME as a tax exemption (with Mother claiming in odd numbered years and Father in even numbered years), for Federal, State and local income tax purposes to the extent allowed by law.

15.2 Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request, if necessary. Said entitlement shall be contingent upon Father being current in his support obligation for the tax year in question.

XVI. INCORPORATION INTO DECREE

16.1 This Shared Parenting Plan, as approved and adopted by the Court herein, shall be incorporated into a Decree of Shared Parenting and entered as said Order to the Court.

XVII. MISCELLANEOUS

17.1 Finding the Fact and Conclusions of Law pursuant to Ohio Revised Code Section 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the court.

17.2 Any keeper of any record who knowingly fails to comply with this plan, or division (H) of section 3109.051 of the Ohio Revised Code, and any school official or employee who knowingly fails to comply with this order or division (J) of section 3109.051 of the Ohio Revised Code is in contempt of Court.

17.3 Willful non-compliance by a parent/party with this plan may result in a finding of contempt resulting in thirty (30) days incarceration, a \$250.00 to \$1,000.00 fine, and an award of the moving party's attorney fees and costs.

17.4 By signature on this plan the parents knowingly and voluntarily waive any requirement that the Court issue separate findings of fact/conclusions of law pursuant to Ohio Revised Code sections 3109.04, 3109.051 and 3109.052.

17.5 All notifications and agreements required herein shall be done in writing, preferably by fax or email. If a notification or agreement needs to be made in a time frame that does not allow such writing, then every effort will be made to have a third party listen in.

RESPECTFULLY SUBMITTED,

Mother

Father

Date

Date

Attorney for Mother
ADDRESS
CITY STATE ZIP
PHONE/FAX
Email

Attorney for Father
ADDRESS
CITY STATE ZIP
PHONE/FAX
Email

Sample Interrogatories/Request for Documents

(29333) Karen R. Brinkman
Attorney for

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

NAME : CASE NO.

Plaintiff :

vs. :

NAME : S FIRST SET OF
INTERROGATORIES AND
REQUEST FOR PRODUCTION
Defendant : OF DOCUMENTS TO

Pursuant to Rules 33 and 34 the Ohio Rules of Civil Procedure, the P OR D, NAME, propounds the following interrogatories and requests for production of documents to the P OR D, NAME.

INSTRUCTIONS

1. All information is to be divulged which is in the possession or control or available to the party to whom these interrogatories are directed, and the party's employees and agents; and the interrogatories are to be answered in writing, separately, and under oath.
2. Pursuant to Rule 26 (E)(3) of the Ohio Rules of Civil Procedure, these interrogatories shall be deemed continuing so as to require supplementation of these responses to include all information thereafter acquired.
3. Space for your answers has been provided beneath each interrogatory; should there not be sufficient space to complete your answers, you should complete it in sequence on a separate appendix attached to the answers and identified appropriately.
4. You are to return the completed answers to these interrogatories to counsel within twenty-eight (28) days after the date of service.
5. Where facts set forth in the answers or portions thereof are supplied upon information and belief, rather than upon your knowledge, you should so state, and specifically identify and describe the source or sources of such information and belief. Should you be unable to answer any interrogatory or portion thereof by either actual knowledge or upon information or belief, you should state in detail your efforts to obtain such knowledge as would enable you to answer said interrogatories or portions thereof.
6. The following interrogatories shall be deemed to be continuing, and any additional information, including any conclusions, opinions, or contentions that are different from those set forth in your answers and which you acquired any time after answering these interrogatories shall be furnished to P/D's counsel, promptly after such information is acquired.

DOCUMENT REQUEST

7. Documents to be produced under this request shall be produced for inspection and copying on the _____ day of MONTH, _____, at 4:00 p.m. as provided in Rule 34 (B), at 119 E. Court Street, Cincinnati, Ohio, 45202 or at any earlier time set by the Court, and any copying shall be made at that time or as otherwise agreed upon. Pursuant to Rule 26 (E)(3) of the Ohio Rules of Civil Procedure, this document request shall be deemed continuing so as to require supplemental production if additional documents become known or are obtained between the time the documents are produced and the time of hearing.

DEFINITIONS

8. "Document" is used in the broadest possible sense to include without limitation any written, printed, typed or otherwise reproduced communication or representation of any kind, including writings, drawings, computer data, programs and computer printouts, graphs, charts, photographs and all mechanical and electronic sound recordings or transcripts thereof, in your possession, custody, or control. It shall also mean all drafts and copies of documents by whatsoever means made.

9. "Person" or "witness" shall mean an individual, person, corporation, proprietorship, partnership, governmental agency or any other entity.

10. "Substance" or "nature" shall mean the essential nature and/or the fundamental part or essential part, quality, or import when used in connection with the word "conversation", including the date of said conversation and all persons present.

11. The word "identify" when used with respect to an individual means to state the full name, present and last known address of such person, and the present or last known business affiliation of such person. When used with respect to a document, the word "identify" means to state the date of the document, the type of document, the parties to the document, the author and addressee, the present location of the document, and a description of the contents of the document.

12. The words "you", or "your", as used herein, refer to the party to whom these interrogatories are directed, NAME, together with employees, agents, and representatives, and any and all persons acting or purporting to act on behalf thereof for any purpose whatever.

INTERROGATORIES

____. Please state your full name, residence addresses, date of birth and social security number.

ANSWER:

____. Please state who else besides you lives at that address, including names, dates of birth, and relationship.

ANSWER:

____. Please describe your living arrangements at that address.

ANSWER:

____. Please state the name(s) and address(es) of your current employer(s).

ANSWER:

____. Please state the name(s), address(es) and phone number(s) of your immediate supervisor(s).

ANSWER:

____. Please describe your employment duties and responsibilities separately for each employment.

ANSWER:

____. Please set forth your normal work hours.

ANSWER:

____. Please list the names, addresses, and telephone numbers of any and all jobs or employment you have engaged in from DATE to the present.

ANSWER:

____. Please state your gross annual income for calendar years 2012, 2013, 2014 and 2015 to date.

ANSWER:

____. If presently receiving income from any source not already mentioned herein, please state the amount and duration of such income, i.e. rents, sales commissions, lotteries, interest and dividends, unemployment compensation, workers' compensation, etc.

ANSWER:

____. Please state any and all factors which would limit your ability to be gainfully employed at the time of answering these interrogatories. If you allege that you are suffering from any disability or physical limitation, please state the doctors' and/or medical care providers' names, addresses and telephone numbers who would substantiate your inability to be gainfully employed on a full-time basis at this time.

ANSWER:

____. Please describe what the rent or mortgage payment is on your residence and how it is paid.

ANSWER:

____. Please describe the utilities (including gas, electric, water, sewer, trash collection, telephone, and cable television) at your residence, the amount of such bills, and how they are paid.

ANSWER:

____. Please complete the Affidavit of Income, Expenses and Financial Disclosure attached hereto (OR update the Affidavit of Income, Expenses and Financial Disclosure filed herein on _____) or list your current monthly living expenses in detail here.

ANSWER:

____. Please identify all education you have engaged in after high school.

ANSWER:

____. Please list all pieces of real estate in which you have any interest whatsoever, and for each piece, please indicate the address, fair market value, and balance of any outstanding mortgages attributable to each piece.

ANSWER:

____. Please list all vehicles, including cars and boats in which you have any interest and, for each item, please indicate the fair market value and the balance of any outstanding encumbrances attributable to each item.

ANSWER:

____. Have you removed or caused the removal of any one as a beneficiary from any insurance policy owned by you?

ANSWER:

____. If yes, please describe each occasion, including the dates, what changes were made and why.

ANSWER:

____. Please list all assets and/or benefits in which you have any interest whatsoever, whether title or interest is in your name alone or jointly with others, including but not limited to real estate, household goods, automobiles, safe deposit boxes, funds on deposit, stocks and bonds, retirement plans, retirement savings plans, pension plans, profit sharing plans, life insurance, expectancies and inheritances, and other assets, and indicate the fair market value of each asset.

ANSWER:

____. Have you, within the last two (2) years, sold or transferred any property, real or personal, tangible or intangible?

ANSWER:

____. If yes, please state:

- a) What was transferred or sold.
- b) When and where such sales or transfers took place.
- c) Who such sales or transfers were made to.
- d) What you received in exchange for each such sale or transfer.

____. Other than household goods, please list all assets which you consider to be your separate property and include the reasons therefore.

ANSWER

____. Other than household goods, please list all assets which you consider to be your Wife's/Husband's separate property and include the reasons therefore.

ANSWER:

____. Please provide a list of how you propose to divide any household items unless such list is already included or attached as part of your answer to question number ____.

ANSWER:

____. Please provide a list of all debts which you believe are your separate responsibility and state the reasons therefore.

ANSWER:

____. Please provide a list of all debts which you believe are your Wife's/Husband's separate responsibility and state the reasons therefore.

ANSWER:

____. Please list all your debts, individually or jointly with others, and indicate the amount of each debt and the monthly payments due thereon.

ANSWER:

____. Please list all money spent on girlfriends/boyfriends or romantic interest(s) other than your wife/husband from January 1, _____ to the present, including but not limited to the date of the expenditure, the amount of each expenditure, the source of funds for each expenditure, the purpose of each expenditure, and the name(s) and address(es) of each girlfriend/boyfriend or romantic interest involved, including but not limited to meals, gifts, and financial assistance of any kind. If exact dates and amounts cannot be recalled, please approximate and estimate.

ANSWER:

____. Have you exposed the children to any girlfriends/boyfriends or romantic interests other than your wife/husband from January 1, _____ to the present? If yes, please state the dates, locations, and the names and addresses of any such girlfriends/boyfriends or romantic interests.

ANSWER:

____. Please provide copies of any and all documentation regarding money spent on girlfriends/boyfriends or romantic interest(s) other than your wife/husband as described in your answer to Interrogatory Number _____ above, including but not limited to cancelled checks, withdrawal slips, receipts, bills of sale, etc.

ANSWER:

____. Please state whether you have been charged with, convicted of, or plead guilty to any criminal and/or traffic offenses and the case name(s), case number(s), date(s), nature of the case(s) and ultimate outcome of the case(s).

ANSWER:

____. Please list the dates, times, locations, and the professionals and agencies involved with your drug rehabilitation, alcohol rehabilitation and anger management treatment which you have participated in or have been involved in from January 1, _____ to the present.

ANSWER:

____. a) Please state the names, addresses and telephone numbers of all of the child care providers and/or babysitters you have used or employed for NAME OF CHILDREN.

ANSWER:

____. b) For each such person listed above, state the dates and times that they have watched NAME OF CHILDREN to the present.

ANSWER:

____. Please list the dates and times of every telephone call you made to the Plaintiff/Defendant, Name, regarding Child(ren)'s names medical and/or psychological care from Date to the present.

ANSWER:

____. Please list the dates, times, locations, and the professionals involved for all of Child(ren)'s names medical and/or psychological care from Date to the present.

ANSWER:

____. Please describe how you spend a typical weekday.

ANSWER:

____. Please describe how you spend a typical Saturday.

ANSWER:

____. Please describe how you spend a typical Sunday.

ANSWER:

____. Please list the names, addresses and telephone numbers of all witnesses, other than experts, whom you intend to testify at any hearing or trial of the within matter.

ANSWER:

____. Please identify each person whom you expect to call as an expert witness at any hearing or trial, including the subject matter on which each expert is expected to testify, and the facts known or opinions held by each expert which are relevant to the issues in this action and the grounds therefore.

ANSWER:

REQUEST FOR PRODUCTION

____. Please attach or provide for copying monthly statements and all canceled checks with regard to any checking, savings, credit union accounts for the past twelve months in which you have any interest whatsoever, including all accounts upon which you are a signator.

ANSWER:

____. Please produce all information and documentation, including the policy numbers and face amounts of any life insurance in which you have any interest and state the current cash value of each such policy.

ANSWER:

____. Please produce all information and documentation regarding funds on deposit, stocks and bonds, retirement plans, retirement savings plans, pension plans, and profit sharing plans.

ANSWER:

____. Please attach your work schedule(s), including the date(s) and time(s) of all out-of-town engagements for the past twelve months.

ANSWER:

____. Please attach all of your tax returns, including personal (individual and joint) and business, all supporting schedules, documentation, 1099s and W2s for **(last three years)**.

ANSWER:

____. Please attach documentation of your current (____ to date) earnings and income including paystubs, employer statements, or receipts and expenses, if self-employed.

ANSWER:

____. Please attach copies of your check registers, receipts, and credit card statements for January 1, _____ to the present, and any other documentation you feel necessary to justify your budget.

ANSWER:

____. Please provide copies of all titles and/or liens you have in your possession or control.

ANSWER:

____. Please provide copies of all financial statements and loan applications you have submitted or that have been prepared on your behalf from January 1, _____ to the present.

ANSWER:

____. Please provide all documentation, including reports, attendance records and recommendations, of the treatment received from any of the professionals or agencies involved with your drug rehabilitation, alcohol rehabilitation and anger management treatment which you have participated in or have been involved in from January 1, ____ to the present.

ANSWER:

____. Please provide copies of the rules of your probation and any other pleadings or documents you have in your possession or under your control regarding your involvement in any criminal or traffic matters.

ANSWER:

____. Please provide copies of all pleadings or documents you have in your possession or under your control, relating to any and all criminal and/or traffic offenses you have been charged with, convicted of, or plead guilty to.

ANSWER:

____. Please produce any and all audio tapes, video tapes, pictures or recordings of any kind you have taken of the Plaintiff/Defendant, Child(ren)'s names, and/or yourself from Date to the present.

ANSWER:

____. Please provide copies of any and all medical records or doctor's statements documenting any disabilities or physical limitations which limit your ability to be gainfully employed at the time of answering these Interrogatories and Request for Production of Documents as described in your answer to Interrogatory Number ____ above.

ANSWER:

____. Please attach all information and documentation regarding your employment search, including all job applications, resumes, letters of interest, letters of rejection, letters of acceptance, and offers of employment, you have sent to or received from prospective employers from January 1, ____ to the present.

ANSWER:

____. Please produce and identify for inspection and copying, or attach a copy thereof to these answers, every exhibit you expect to offer into evidence at any hearing or trial in the within matter.

ANSWER:

Respectfully submitted,

KAREN R. BRINKMAN (29333)
Attorney for Plaintiff/Defendant
119 East Court Street
Cincinnati, Ohio 45202
513-632-5310/513-241-3833 (Fax)
karen@krb-law.com

CERTIFICATE OF SERVICE

I hereby certify that this original of Plaintiff's/Defendant's First Set of Interrogatories and Request for Production of Documents has been served upon Attorney Name and Address, on this Date, 2____, by ordinary U.S. mail and via electronic transmission to

_____.

KAREN R. BRINKMAN

STATE OF OHIO :

: SS.

COUNTY OF HAMILTON :

Name, being duly cautioned and sworn, deposes and states that the Answers to the attached Interrogatories and Requests for Production of Documents are true and correct to the best of his/her knowledge.

Further affiant sayeth naught.

Name

SWORN TO AND SUBSCRIBED before me, Notary Public, on this _____ day of _____, 2____.

Notary Public

Additional Interrogatories and Document Request When Business Is Involved

____. Please describe your partnership or ownership or other interest in the business known as _____.

ANSWER:

9. Regarding the business known as _____, please describe and/or set forth the following:

a) The proper Legal Name or Entity.

ANSWER:

b) If incorporated, the date of incorporation and the state of incorporation; if other than a corporation, is the name of the entity registered and with whom and when.

ANSWER:

c) List all officers of the entity and if they are shareholders, the number of shares owned by each.

ANSWER:

d) List the Board of Directors and/or advisory committee of the entity and state if any are shareholders and the number of shares owned.

ANSWER:

e) List the number of shares outstanding as of the date of the valuation and the stockholders of record.

ANSWER:

f) List all accounts, investments, mortgages, notes and loans.

ANSWER:

g) All stock transactions for the past ten years.

ANSWER:

h) List all contingent assets and liabilities and all guarantees of any liability by the company.

ANSWER:

i) List all law suits involving the company either active or inactive in which the company has been involved in the past five years.

ANSWER:

j) List all other legal agreements such as but not limited to, leases, purchases of fixed assets, purchases of business or investment interests.

ANSWER:

k) Detailed aged schedules of all receivables and payables.

ANSWER:

l) Schedules of all accounts receivable, accounts payable and inventories as of valuation date.

ANSWER:

m) The names, addresses and phone numbers of the company's main customers.

ANSWER:

n) Has any customer accounted for more than 5% of the company's sale in any of the past five years? If so, please provide the customer's name, address and telephone number.

ANSWER:

o) Is there any vendor who supplies more than 5% of anything to the company? If so, what is it and who is the vendor.

ANSWER:

p) Please list all residual commissions which will be paid, to the company or the agent for all insurance contracts in force as of today.

ANSWER:

____. Have you provided a financial statement to any person or institution or other legal entity in the past five (5) years? If so, identify the name and address of the person or institution or other legal entity to who the financial statement was provided. In the alternative, you may attach a copy of every such financial statement to your answers to these interrogatories.

ANSWER:

____. Have you transferred any interest in any business to any other person or legal entity in the past five (5) years? If so, please state the business interest so transferred, the name and address of the transferee, the value or other consideration for the transfer, and provide copies of all documentation for said transfer.

ANSWER:

____. What amount of money or other value do you contend your wife/husband or any other person has invested in the business known as _____?

ANSWER:

____. Attach a copy of every monthly financial statement or profit & loss statement for the business known as _____ for the past two (2) years to your answers to these interrogatories.

ANSWER:

____. Please provide copies of all brokers statements from January 1, ____ to the present.

ANSWER:

12. Regarding the business known as _____, please provide copies of the following:

a) All stockholder agreements and/or buy/sell agreements.

ANSWER:

b) All employee agreements.

ANSWER:

c) All insurance policies and cash value statements.

ANSWER:

d) All titles, bills of sale, receipts, mortgages, notes and loans.

ANSWER:

e) All tax free investments and tax shelter investments.

ANSWER:

f) All retirement plans and trust agreements.

ANSWER:

g) An organizational chart.

ANSWER:

h) All sales literature used for the last five (5) years.

ANSWER:

i) All license agreements.

ANSWER:

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

Plaintiff/Petitioner	:	Date
-vs/and-	:	Case No.
	:	File No.
Defendant/Petitioner	:	Judge
	:	Magistrate

**MOTION AND AFFIDAVIT FOR COMPLIANCE FOR TEMPORARY
PARENTING ORDERS, SUPPORT, PARENTING TIME,
SPOUSAL SUPPORT WITHOUT ORAL HEARING**

_____ moves the Court for a temporary order granting him/her ____ residential parenting rights; ____ support; ____ parenting time; ____ spousal support, ____ household expenses upon his affidavit and without oral hearing, pursuant to Rule 75(N) of the Ohio Rules of Civil Procedure. The opposing party has 14 days from the date of service to file a counter motion and/or affidavits.

THE COURT WILL NOT AWARD SHARED PARENTING ON A TEMPORARY BASIS IN A 75(n) ORDER.

For cause and upon being duly sworn, _____ states as follows:

1. __ If Defendant has an out of state address and the parties were not married in the State of Ohio, please complete. The basis of personal jurisdiction is _____.
2. __ Plaintiff and Defendant are residing separate and apart.
3. __ There are no minor children (Skip to No. 12)
4. __ I have filed a 3127.23 Affidavit and have specifically addressed therein the child abuse/neglect, domestic violence, physical harm provisions of O.R.C. 3109.04, 3109.051 and 3109.052 as those statutes pertain to both parents and this case.
- 5.(a) __ I request to be the residential parent and legal custodian on a temporary basis.
- 5.(b) __ I have no objection to my spouse being the residential parent and legal custodian on a temporary basis.
6. __ The minor child has resided solely with Defendant since _____, _____.
7. __ The minor child attends school at _____, which is the school district of Plaintiff/Defendant.
8. __ Plaintiff/Defendant has been the primary caretaker of the child.
9. __ The special (i.e. physical, mental, educational disability) needs of the child is/are _____ and P/D is best able to meet those needs.
10. __ I request the following parenting time order (No supervised parenting time order will be granted unless the reasons therefore are stated with specificity).
 - (a) __ Court Standard Parenting Order.
 - (b) __ Specific parenting time as follows:

11. X Recognizing that the 75(N) Order is temporary only, my position on further parenting allocation is as follows: () I have/have not requested shared parenting; () I object/do not object to shared parenting; () I have/have not filed a shared parenting plan; () I will/will not, unless ordered, file a shared parenting plan. () I do/do not request a mediation order at the present time. (If requested, complete mediation assessment form.); () I do/do not request a mediation assessment at the present time; (X) I am willing to attend mediation; () I do/do not request family counseling. If requested, state subject area and reason: _____; () I do/do not request parenting time counseling with a parenting specialist; () I do not request an immediate referral to a parenting specialist for a () full; () modified investigation. The reasons why an immediate referral is necessary are: (Attach affidavit (required)). State reasons with specificity.

12. I have no other income except as set forth in my Affidavit of Income, Expenses and Financial Disclosure. (Attach at least two most recent pay stubs and W-2 for previous year.)

13.(a) There is no reason known to me why I cannot continue my employment.

(b) The reason I cannot work or continue to work is: _____.

14. I believe my spouse's income should be imputed at \$_____ per year based upon

15. There was no previous filing in this Court which left an arrearage on records of the CSEA.

16.(a) This affidavit is being filed only on conjunction with a complaint.

 This affidavit is being filed in response to an affidavit filed by P/D.

17. I request the Court to make the following order:

Support: \$_____ per month, per child and/or spousal support \$_____ per month. If there is a deviation between the requested amount and the worksheet amount state the reason why on a separate sheet of paper.

18. OTHER: (attach additional pages as necessary): See attached.

STATE OF OHIO
COUNTY OF HAMILTON

Plaintiff/Defendant herein, being first duly sworn, says that the facts stated herein are true as he/she verily believes.

Plaintiff/Defendant

Sworn to before me and subscribed in my presence this _____ day of _____, ____.

NOTARY PUBLIC

Respectfully submitted,

KAREN R. BRINKMAN (29333)
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3105.73 Award of attorney's fees and litigation expenses - factors considered - payment.

3105.73 Award of attorney's fees and litigation expenses - factors considered - payment.

(A) In an action for divorce, dissolution, legal separation, or annulment of marriage or an appeal of that action, a court may award all or part of reasonable attorney's fees and litigation expenses to either party if the court finds the award equitable. In determining whether an award is equitable, the court may consider the parties' marital assets and income, any award of temporary spousal support, the conduct of the parties, and any other relevant factors the court deems appropriate.

(B) In any post-decree motion or proceeding that arises out of an action for divorce, dissolution, legal separation, or annulment of marriage or an appeal of that motion or proceeding, the court may award all or part of reasonable attorney's fees and litigation expenses to either party if the court finds the award equitable. In determining whether an award is equitable, the court may consider the parties' income, the conduct of the parties, and any other relevant factors the court deems appropriate, but it may not consider the parties' assets.

(C) The court may specify whether the award of attorney's fees and litigation expenses under this section is payable in gross or by installments. The court may make an award of attorney's fees and litigation expenses under this section in addition to making an award of attorney's fees and litigation expenses under any other provision of the Revised Code or of the Rules of Civil Procedure.

(D) Nothing in this section prevents an award of attorney's fees and litigation expenses from being designated as spousal support, as defined in section 3105.18 of the Revised Code.

Effective Date: ????????????

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