

If you or your spouse own any **real estate**, or have any type of **pension plan**, you should **consult a private attorney** before using these forms.

Washington County

Type or Print all Forms - *If you are downloading the forms from the website, the forms are in PDF and can be typed online and then saved on your computer or flash drive for revision and printing.*

NEEDED FOR DISSOLUTION OF MARRIAGE  
(without children)

Need for Filing:

ORIGINAL PETITION FOR DISSOLUTION and two copies  
ORIGINAL SEPARATION AGREEMENT and five copies  
ORIGINAL FINAL DECREE OR ENTRY OF DISSOLUTION and two copies  
AFFIDAVIT OF INCOME and EXPENSES FILLED OUT BY EACH  
PARTY and two copies  
AFFIDAVIT OF PROPERTY (each must sign one) - original and two copies  
INFORMATION SHEET– original and two copies

***All papers should be typed or printed in blue ink. All originals should be signed and notarized before copying***

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Filing fees:

Deposit at time of filing paperwork (only a deposit, there may be additional costs)

\$350 for dissolution without children

If unable to make deposit for costs, can file a request to waive prepayment of costs, however, you may still be required to pay court costs

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

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

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 16) and either a Shared Parenting Plan (Uniform Domestic Relations Form 17) or a Parenting Plan (Uniform Domestic Relations Form 18), if applicable, must be filed with this Petition.

PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS WITH CHILDREN WITHOUT CHILDREN

The Petitioners, Husband, (name) and
Wife, (name), say as follows:

- 1. The Husband Wife Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. The Husband Wife Both parties has/have been (a) resident(s) of County for at least 90 days immediately before the filing of this Petition.
3. The Petitioners were married to one another on (date of marriage) in (city or county, and state).

4. Check all that apply:

- The Wife is not pregnant.
- The Wife is pregnant and the approximate due date is \_\_\_\_\_ .
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The Petitioners are the parents of \_\_\_\_\_ (number) child(ren) born from or adopted during this marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) of child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

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

Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.  The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that issued the custody or parenting order): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.  The Petitioners have entered into a Separation Agreement which is attached.  
If Petitioners have (a) minor child(ren) (select one):

- The Petitioners have agreed to a Parenting Plan which is attached.
- The Petitioners have agreed to a Shared Parenting Plan which is attached.

7. The Petitioners further say as follows:

- We are both over 18 years of age.
- We are not under any legal disability.
- We waive all rights to receive summons for the dissolution action through the Clerk of Courts.
- We have read this Petition and voluntarily ask this Court to dissolve the marriage.

8.  The Petitioner \_\_\_\_\_ requests to be restored to the former name of: \_\_\_\_\_

The Petitioners request the Court for a Decree of Dissolution of their marriage pursuant to the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

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Your Signature (Husband)

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Your Signature (Wife)

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Telephone number at which the Court may reach you or at which messages may be left for you

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Telephone number at which the Court may reach you or at which messages may be left for you

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

\_\_\_\_\_ :  
 Plaintiff/Petitioner : Case No. \_\_\_\_\_  
 \_\_\_\_\_ :  
 Street Address :  
 \_\_\_\_\_ :  
 City, State and Zip Code : Judge \_\_\_\_\_  
 \_\_\_\_\_ :  
 and : Magistrate \_\_\_\_\_  
 \_\_\_\_\_ :  
 Plaintiff/Petitioner :  
 \_\_\_\_\_ :  
 Street Address :  
 \_\_\_\_\_ :  
 City, State and Zip Code :

**Instructions:** This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or the Wife is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, \_\_\_\_\_, Husband, and \_\_\_\_\_, Wife, state the following.

1. The parties were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county, and state), and request that the termination of marriage be the date  of final hearing or  as specified: \_\_\_\_\_
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

**FIRST: SEPARATION**

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

**SECOND: PROPERTY**

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1.  The parties do not own any real estate.

2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
_____	_____
_____	_____
_____	_____

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

4.  Other debt payment arrangements, including refinancing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.**

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

- 1.  The parties do not own any titled vehicle(s) in either party's name.
- 2.  The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3.  The parties own titled vehicle(s) which has/have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

\_\_\_\_\_  
\_\_\_\_\_

and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:

\_\_\_\_\_  
\_\_\_\_\_

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s) he/she receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1.  The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2.  The parties have household goods and personal property which have not been divided.  
Husband shall have the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Wife shall have the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

5. Other debt arrangements regarding household goods and personal property: \_\_\_\_\_  
\_\_\_\_\_



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**The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.**

D. Financial Accounts (select one):  
Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

- 1.  The parties do not have any financial accounts.
  
- 2.  The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
  
- 3.  The parties have financial accounts which are not divided.  
Husband shall receive the following:

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

and Wife shall receive the following:

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

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

5. Other arrangements regarding financial accounts: \_\_\_\_\_  
\_\_\_\_\_

**The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.**

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

1.  The parties do not have any stocks, bonds, securities, or mutual funds.
2.  One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3.  One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.  
Husband shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and Wife shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.**

F. Business Interests (select one):

1.  The parties do not have any business interests.
2.  One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3.  One or both parties has/have business interests which have not been divided.

Husband shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

and Wife shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

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

5. Other arrangements regarding business interests: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.**

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

1.  The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2.  The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3.  The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

Husband shall receive the following:

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

and Wife shall receive the following:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.**

**A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:**

**and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.**

H. Life Insurance Policies (select one):

1.  The parties do not have any life insurance policy(ies) with a cash value.
2.  The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3.  The parties' life insurance policy(ies) has/have not been divided.

Husband shall receive the following policy(ies), free and clear of any claims of the Wife: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.**

1. Other Property (select one):

1.  The parties do not have any other property.

2.  The property shall be awarded as follows:

Description of Property	To Be Kept By		
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____

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

4. Other arrangements regarding the property above: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.**

**THIRD: DEBTS** (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay	
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the  Plaintiff and  Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

**FOURTH: SPOUSAL SUPPORT**

A. Spousal Support Not Awarded

Neither the Husband nor Wife shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

The  Husband  Wife shall pay spousal support to the  Husband  Wife in the amount of \$ \_\_\_\_\_ per month plus 2% processing charge for a total of \$ \_\_\_\_\_ per month, commencing on \_\_\_\_\_ and due on the \_\_\_\_\_ day of the month. This spousal support shall continue  indefinitely  for a period of \_\_\_\_\_ .

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the  Plaintiff  Defendant.

The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through

the \_\_\_\_\_ County Child Support Enforcement Agency by income withholding at his/her place of employment.

The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the  amount  duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

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

The remarriage of the person receiving support.

Other (specify): \_\_\_\_\_

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E. Deductibility of Spousal Support for All Tax Purposes (select one):

The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): \_\_\_\_\_

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G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: \_\_\_\_\_

**FIFTH: NAME**

\_\_\_\_\_ shall be restored to the prior name of: \_\_\_\_\_

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

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and

a  Parenting Plan or  Shared Parenting Plan is attached.

**SEVENTH: OTHER**

The parties agree to the following additional matters: \_\_\_\_\_

**EIGHTH: NON-USE OF OTHER’S CREDIT**

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

**NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT**

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

**TENTH: PERFORMANCE OF NECESSARY ACTS**

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

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

**ELEVENTH: SEVERABILITY**

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

**TWELFTH: APPLICABLE LAW**

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

**THIRTEENTH: MUTUAL RELEASE**

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



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

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Your Signature (Husband)

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Your Signature (Wife)

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Date

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Date

**IN THE COURT OF COMMON PLEAS**  
 \_\_\_\_\_ **Division**  
 \_\_\_\_\_ **COUNTY, OHIO**

Petitioner	:	
	:	Case No. _____
Street Address	:	
	:	Judge _____
City, State and Zip Code	:	
	:	
and	:	Magistrate _____
	:	
Petitioner	:	
	:	
Street Address	:	
	:	
City, State and Zip Code	:	

**JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE**  
 **WITH CHILDREN**  **WITHOUT CHILDREN**

This matter came on for hearing on \_\_\_\_\_ before  Judge  Magistrate  
 \_\_\_\_\_, upon the Petition for Dissolution of Marriage filed on \_\_\_\_\_ .  
 Present at the hearing were the following persons: \_\_\_\_\_

**FINDINGS**

1. At the time of the filing of the Petition, the  Husband  Wife  Both parties was/were (a) resident(s) of the State of Ohio for at least six months.
2. The  Husband  Wife  Both parties was/were (a) resident(s) of \_\_\_\_\_ County for at least 90 days immediately before the filing of the Petition.
3. The parties were married to one another on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county, and state).

4. Check all that apply:

- The Wife is not pregnant.
- The Wife is pregnant and the approximate due date is: \_\_\_\_\_ .
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The parties are parents of \_\_\_\_\_ (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), \_\_\_\_\_ (number) is/are now emancipated adult(s) and not under any disability. The following \_\_\_\_\_ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

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

Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.  The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child with the Court that has issued the custody or parenting order): \_\_\_\_\_

\_\_\_\_\_

6. Petitioner \_\_\_\_\_ requests to be restored to the former name of: \_\_\_\_\_

7. The parties personally appeared before this Court, and more than 30 and less than 90 days have elapsed after the filing of the Petition.

8. Upon examination under oath, the parties acknowledge that they have agreed on the  Shared Parenting Plan or  Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

9. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition,  as modified on \_\_\_\_\_ and the parties are satisfied with the terms of the Separation Agreement and Plan and fully understand the same. Each Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.

**JUDGMENT**

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

**FIRST: DISSOLUTION GRANTED**

The dissolution of marriage is granted. The Court approves the  Separation Agreement  Amended Separation Agreement  Shared Parenting Plan  Amended Shared Parenting Plan or  Parenting Plan  Amended Parenting Plan as submitted and releases the parties from the obligations of their marriage except as set out in the attached  Agreement and  Plan, which is incorporated in this entry.

The parties shall fulfill each and every obligation imposed by the  Agreement and  Plan as submitted and modified, if applicable. The Plan is approved and this entry shall constitute a Parenting Decree under R.C. 3109.04(D).

**SECOND: NAME**

Petitioner \_\_\_\_\_ is restored to the prior name of: \_\_\_\_\_

**THIRD: OTHER** \_\_\_\_\_

**FOURTH: COURT COSTS**

Court costs shall be (select one):

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

Other (specify): \_\_\_\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Your Signature (Husband)

\_\_\_\_\_  
Your Signature (Wife)

\_\_\_\_\_  
Husband's Attorney

\_\_\_\_\_  
Wife's Attorney

IN THE COURT OF COMMON PLEAS  
 \_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_  
 Plaintiff,  
 - vs -  
 \_\_\_\_\_  
 Defendant

Case No. \_\_\_\_\_  
 JUDGE: \_\_\_\_\_

**AFFIDAVIT OF INCOME, EXPENSES  
 AND FINANCIAL DISCLOSURE**

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:

Now comes \_\_\_\_\_ and after being duly cautioned and sworn says:

\_\_\_\_\_ Plaintiff \_\_\_\_\_ is \_\_\_\_\_ child support  
 \_\_\_\_\_ Defendant \_\_\_\_\_ is not requesting a temporary order for \_\_\_\_\_ alimony

Minor and/or dependent children (not including children by previous spouses):

\_\_\_\_\_ age \_\_\_\_\_ is residing with \_\_\_\_\_  
 \_\_\_\_\_ age \_\_\_\_\_ is residing with \_\_\_\_\_  
 \_\_\_\_\_ age \_\_\_\_\_ is residing with \_\_\_\_\_  
 \_\_\_\_\_ age \_\_\_\_\_ is residing with \_\_\_\_\_

	<b>PLAINTIFF</b>	<b>DEFENDANT</b>
<b>GROSS WEEKLY WAGES:</b>	\$ _____	\$ _____
Deductions:		
Taxes	_____	_____
Credit Union	_____	_____
Other (Specify)	_____	_____
	_____	_____
<b>TOTAL DEDUCTIONS:</b>	\$ _____	\$ _____
Net Weekly Wages (Subtract Total Deductions from Gross Wages)	\$ _____	\$ _____
_____ Unemployment	_____	_____
_____ Workers Comp.	_____	_____
Other Income Specify Source _____	_____	_____
<b>NET WEEKLY INCOME:</b>	\$ _____	\$ _____

**EXPENSES**

**Necessary Living Expenses**

(If children are residing with you, calculate expenses below for you and them combined)

\_\_\_\_\_ PLAINTIFF  
\_\_\_\_\_ DEFENDANT

Monthly:

- A. Housing
- 1. Rent or Mortgage payment  
(Including taxes & insurance) \$ \_\_\_\_\_
  - 2. Utilities
    - a. Gas & Electric \_\_\_\_\_
    - b. Water & Sewer \_\_\_\_\_
    - c. Telephone (excluding long distance) \_\_\_\_\_
    - d. Trash collection \_\_\_\_\_
    - e. Water softener \_\_\_\_\_
  - 3. Housing repairs \_\_\_\_\_
  - 4. Homeowner's or Renter's Insurance \_\_\_\_\_
  - 5. Other (specify) \_\_\_\_\_ \_\_\_\_\_
- TOTAL HOUSING: \$ \_\_\_\_\_

- B. Other
- 1. Car repairs \$ \_\_\_\_\_
  - 2. Insurance
    - a. Auto \_\_\_\_\_
    - b. Life \_\_\_\_\_
    - c. Medical \_\_\_\_\_
    - d. Other (specify) \_\_\_\_\_
  - 3. Medical (not covered by Insurance) \_\_\_\_\_
  - 4. Clothing \_\_\_\_\_
  - 5. Hair care \_\_\_\_\_
  - 6. Dry Cleaning \_\_\_\_\_
  - 7. Other (specify) \_\_\_\_\_ \_\_\_\_\_
- TOTAL OTHER: \$ \_\_\_\_\_
- TOTAL MONTHLY (Sum of A & B) \$ \_\_\_\_\_

**I. WEEKLY COST (divide monthly total by 4.3) \$ \_\_\_\_\_ (I)**

Weekly

- 1. Grocery items (include food, laundry & cleaning products) \$ \_\_\_\_\_
- 2. Toilet accessories \_\_\_\_\_
- 3. Child care \_\_\_\_\_
- 4. School lunch program \_\_\_\_\_
- 5. Children's allowances \_\_\_\_\_
- 6. Activities of Minor Children  
(Music, sports, dances, etc.) \_\_\_\_\_
- 7. Entertainment \_\_\_\_\_
- 8. Contributions \_\_\_\_\_
- 9. Gasoline & Oil \_\_\_\_\_
- 10. Other (specify) \_\_\_\_\_ \_\_\_\_\_

**II. WEEKLY TOTAL \$ \_\_\_\_\_ (II)**

**Monthly Installment Payments**  
(Do not list expenses previously listed on Page 2)

To Whom Paid	Purpose	Balance Due	Monthly Payment
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
MONTHLY TOTAL:			\$ _____

**III. WEEKLY TOTAL (divide monthly total by 4.3)** \$ \_\_\_\_\_ (III)

**TOTAL WEEKLY EXPENSES (Sum of I, II & III)** \$ \_\_\_\_\_

**FINANCIAL DISCLOSURE**

List all funds on deposit in any and all accounts in any Bank, Savings & Loan, Credit Union, Regulated Investment Company, Mutual Fund, or other financial institution. Account may include one or more of the following: Checking, Certificate of Deposit (CD), Investment, Savings, Individual Retirement (IRA), Stock Option, etc. (Use reverse side if needed)

Name of Financial Institution	Address of Financial Institution	Account No.	Name(s) on Account	Balance as of Date of this Affidavit
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_ Plaintiff      \_\_\_\_\_ does  
\_\_\_\_\_ Defendant      \_\_\_\_\_ does not have any other assets from which child support can be paid or secured.  
(If "does", list all such assets on reverse side)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Attorney for \_\_\_\_\_ Plaintiff  
\_\_\_\_\_ Defendant

**COURT OF COMMON PLEAS**

\_\_\_\_\_ **COUNTY, OHIO**

Plaintiff/Petitioner		Case No.	
		Judge	
v./and		Magistrate	
Respondent/Petitioner			

**Instructions:** Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

**AFFIDAVIT OF PROPERTY**

Affidavit of \_\_\_\_\_  
(Print Your Name)

**I. REAL ESTATE INTERESTS**

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1. _____ _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
2. _____ _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
<b>TOTAL SECTION I: REAL ESTATE INTERESTS</b>				<b>\$ _____</b>



**II. OTHER ASSETS**

<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>A. Vehicles and Other Certificate of Title Property</b>			
	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)		
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
5.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
6.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
<b>B. Financial Accounts</b>			
	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>C. Pensions &amp; Retirement plans</b>			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<b>D. Publicly Held Stocks, Bonds, Securities &amp; Mutual Funds</b>			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**F. Life Insurance Type  
(Term/Whole Life)**

(Any cash value or loans)

(Insured party  
& value upon death)

1.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
2.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
3.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
4.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>

Category

Description

Who Has Possession

Value/Date of Value

**G. Furniture & Appliances**

(Estimate value of those in your possession, and value of those in your spouse's possession)

1.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
2.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
3.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
4.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>

**H. Safe Deposit Box**

(Give location and describe contents)

Titled To

1.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>
2.	<hr/>	<hr/>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ <hr/>
	<hr/>	<hr/>		<hr/>

**I. Transfer of Assets**

**Explanation:** List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

1.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (Also list who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>J. All Other Assets Not Listed Above</b>	<b>Explanation:</b> List any item you have not listed above that is considered an asset.		

1.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.			<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**TOTAL SECTION II: OTHER ASSETS** \$ \_\_\_\_\_

**III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances**

If you are making any claims in any of the categories below, explain the nature and amount of your claim. **This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.**

	<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1.				\$ _____
2.				\$ _____
3.				\$ _____
4.				\$ _____
5.				\$ _____

**TOTAL SECTION III: SEPARATE PROPERTY CLAIMS** \$ \_\_\_\_\_

**IV. DEBT**

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." **If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.**

<u>Type</u>	<u>Name of Creditor/Purpose of Debt</u>	<u>Account Name</u>	<u>Name(s) on Account</u>	<u>Total Debt Due</u>	<u>Monthly Payment</u>
<b>A. Secured Debt (Mortgages, Car, etc.)</b>					
1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>B. Unsecured Debt, including credit cards</b>					
1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>TOTAL SECTION IV: DEBT</b>				\$ _____	_____

**V. BANKRUPTCY**

	<u>Filed by: Wife, Husband, Both</u>	<u>Date of Filing: Case Number</u>	<u>Date of Discharge or Relief from Stay</u>	<u>Type of Case (Ch. 7, 11, 12, 13)</u>	<u>Current Monthly Payments</u>
1.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
2.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
<b>TOTAL SECTION V: BANKRUPTCY</b>					\$ _____

**OATH**

(Do Not Sign Until Notary is Present)

I, (print name) \_\_\_\_\_ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your Signature

Sworn before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

## INFORMATION SHEET NOTICE TO WCCSEA

(Three copies must be filed in each domestic relations case/motion)

ALL BLANKS MUST BE COMPLETED.

IF INFORMATION CANNOT BE DETERMINED WRITE "UNKNOWN"

IF INFORMATION DOES NOT APPLY WRITE "NONE"

DIVORCE [ ] CHANGE OF CUSTODY [ ] CASE NO. \_\_\_\_\_  
 DISSOLUTION [ ] CHANGE OF SUPPORT [ ] JUDGE: \_\_\_\_\_

### WIFE'S INFORMATION

Attorney \_\_\_\_\_  
 Full Name \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Number of this Marriage \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Gross Income \$ \_\_\_\_\_ per \_\_\_\_\_  
 Date of Marriage \_\_\_\_\_

### HUSBAND'S INFORMATION

Attorney \_\_\_\_\_  
 Full Name \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Number of this Marriage \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Gross Income \$ \_\_\_\_\_ per \_\_\_\_\_  
 Place of Marriage \_\_\_\_\_

### EMPLOYER

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_

### EMPLOYER

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_

### PARENT'S INFORMATION

Mother's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Father's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_

### PARENT'S INFORMATION

Mother's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Father's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Phone # \_\_\_\_\_

### LIST ALL CHILDREN UNDER THE AGE OF 18

NAME	BIRTH DATE	NAME	BIRTH DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned hereby certifies that a completed Title IV-D application has been filed with the Washington County Child Support Enforcement Agency prior to or contemporaneously with the filing of this action.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Copies to: Court  
CSEA

Revised 03/22/2012

**INSTRUCTIONS FOR POVERTY AFFIDAVIT**  
**- PRINT OR TYPE -**

1. Fill in whether this is a *GENERAL* division Common Pleas Court case (after a divorce or dissolution or visitation only action) or a *JUVENILE* Division case (the original order is out of a juvenile court)
2. Fill in the name of the county where the Court is.
3. Fill in the name of the Minor Child(ren) involved in this action OR the Plaintiff and Defendant as it appears on your papers.
4. Fill in the Case Number and the Judge of the action if you know it, leave it blank if you don't.
5. Fill in both parties' names.
6. Sign your names **ONLY IN FRONT OF A NOTARY** if the affidavit is correct.

**MAKE 2 COPIES AND TAKE WITH THE MOTION TO THE COURT**

**PLEASE NOTE: FILING WITH A POVERTY AFFIDAVIT DOES NOT MEAN YOU DO NOT HAVE TO PAY COURT COSTS. IT ONLY MEANS THAT YOU DO NOT HAVE TO PAY IT IN ADVANCE. THE COURT WILL DETERMINE WHO IS TO PAY COURT COSTS AT THE TIME OF THE HEARING.**



IN THE COURT OF COMMON PLEAS  
1) GENERAL OR JUVENILE DIVISION  
2) NAME OF COUNTY, OHIO

In The Matter of:

3) NAME OF CHILDREN

\_\_\_\_\_

3) NAME OF PLAINTIFF,

Plaintiff,

vs.

3) NAME OF DEFENDANT

Defendant.

Case No. 4) CASE NUMBER

Judge \_\_\_\_\_

AFFIDAVIT OF INABILITY  
TO PREPAY COURT COSTS.

We, 5) FILL IN YOUR NAMES, being first duly cautioned and sworn,

depose and state:

1. That we are the parties in interest in the above-captioned action; that we have a meritorious cause of action but are unable to give security or a cash deposit to secure costs.
2. That we are unable to afford the hiring of an attorney to represent us in this matter.
3. That we own no liquid assets or property of any substantial value to prepay costs.

6) SIGN YOUR NAME IN FRONT  
OF NOTARY ONLY

\_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS  
\_\_\_\_\_ DIVISION

\_\_\_\_\_ COUNTY, OHIO

In The Matter of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

Plaintiff,

vs.

\_\_\_\_\_ ,

Defendant.

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

AFFIDAVIT OF INABILITY TO  
PREPAY COURT COSTS

We, \_\_\_\_\_, being first duly cautioned and sworn,  
depose and state:

1. That we are parties in interest in the above-captioned action; that we have a meritorious cause of action but are unable to give security or a cash deposit to secure costs.
2. That we are unable to afford the hiring of an attorney to represent us in this matter.
3. That we own no liquid assets or property of any substantial value to prepay costs.

\_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

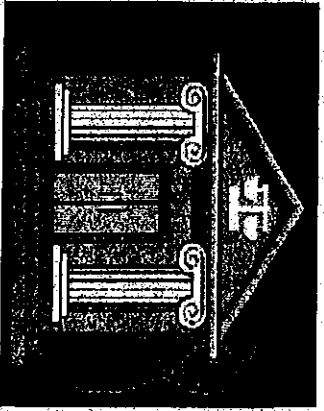


# REPRESENTING YOURSELF IN COURT

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## A CITIZENS GUIDE

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### Preparing Your Case

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If you do decide to represent yourself, you need to manage all aspects of your case.

- ☑ **Familiarize yourself with the local court rules.** Rules and procedures vary slightly from court to court, and you need to know the rules that apply in the court that will hear your case. Obtain a copy of the local rules from your court.
- ☑ **Make sure your filings and documents conform to local standards.** Generic forms and sample filings are available in books and on the internet. However, these generic documents may not conform to the standards of the court that will hear your case. To make sure that your documents will be accepted, ask your court for forms and sample filings.

☑ **Respond to all inquiries on time.** During trial preparations, you may receive inquiries from the court or the opposing party. For example, the opposing party may be entitled to "discovery"—to learn about evidence or testimony you plan to introduce (you may be entitled to the same). If you fail to respond to such inquiries, you may limit your ability to present your case.

☑ **Rules about admissible evidence are complicated.** There are many possible reasons that evidence or testimony you think is relevant and important may not be admissible in court. Since questions about what evidence is admissible are legal questions that are often contested, neither court staff nor the judge may answer them ahead of time. This can be frustrating for non-attorneys: if your case will involve contested evidence, consider again whether you need an attorney.

☑ **Make sure evidence you plan to use will be acceptable and available in court.** If your case will involve evidence—documents, pictures, cost estimates, receipts, or other items—you must prepare it for court use. In particular, you must

- ♦ bring at least three copies of all documents (for the court, for the opposing party, and for yourself); and

- ♦ be able to verify that documents are what you say they are or contain accurate information.

☑ **Make sure any witnesses are prepared and available in court.** If your case will involve testimony from witnesses, you need to work with them before you and they appear in court. Make sure your witnesses know what you will ask, and instruct them to answer truthfully. And remember that your witnesses must be

- ♦ present at your trial (they may not, for example, prepare written statements or appear by telephone); and
- ♦ prepared to answer questions from the opposing party or his or her attorney.

When you decide to represent yourself, you take on full responsibility for your case. You need to handle legal questions as well as deadlines, documents, evidence, witnesses, and any other issues that may come up. Even a seemingly simple case can demand a lot of your time and attention.

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### In the Courtroom

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At the trial or hearing itself, you need to present your case in its strongest way. Here are some simple tips:

☑ **Make a good impression.** Dress appropriately. Arrive on time with all your materials.

☑ **Respect the court.** Stand when the judge enters or leaves the courtroom and when you speak to the judge. Address the judge as "Your Honor."

☑ **Respect the opposing party.** Never argue with the opposing party in front of the judge. Use respectful terms of address.

☑ **Speak clearly and succinctly.** Be prepared to state your case in a few sentences. Listen carefully and answer questions directly.

☑ **Be prepared.** Courts are very busy. You want to present your case in the strongest way, but you also want to help the proceedings move efficiently. The better prepared you are, the better the case will go.

## The Role of the Judge

Your case will be heard and decided by a judge (or a magistrate). Keep in mind that the role of the judge is to be an impartial referee in the dispute between you and the opposing party. Among other things, this means that

- The judge may not help you present your case.** Helping you—by pointing out possible mistakes or by letting you know what you need to do next—would be unfair to the opposing party. When you represent yourself, you take on the full responsibility of presenting your case.
- The judge may not speak with you about your case when the opposing party is not present.** This is true even if the issue you want to speak with the judge about seems like a simple procedural question. Again, such communications would be unfair to the opposing party.
- The judge will decide the case on the basis of the facts presented in court and the applicable law.** The judge may only consider the facts as they are presented in court, through evidence and testimony. You need to make sure that all facts supporting your case are properly presented. The judge also needs to follow the laws that apply. Sometimes the law dictates which facts the judge may and may not consider. You need to make sure that you present the facts that the law requires or permits.

## Legal Advice

It is always a good idea to consult with an attorney and be represented by an attorney in court.

- The law is complex. Attorneys are trained professionals who understand the law and how it relates to your case.
  - Even matters that initially look simple may raise complicated issues.
  - Your interests will be best protected by a legal professional.
- Attorneys can be expensive, but consider this:**
- What might you lose if your case goes badly? Paying for an attorney may be a good investment.
  - Meet with several attorneys to discuss your case and their fees—don't let one consultation make up your mind.
  - You may qualify for legal aid or help from legal clinics or other programs—be sure to investigate the resources in your community.
- Ohio courts and judges will provide a fair hearing for your case whether or not you are represented by an attorney, and it is your right to represent yourself if you so choose.
- When you bring a case to court without the help of an attorney, you are taking on a complex task that is normally done by highly trained professionals. You may do yourself a disservice.

For help with finding an attorney, you might turn to your local bar association. Your local bar association is:

## Asking Court Staff

Court staff may not give legal advice. You may have questions that court staff are not permitted to answer.

- Court staff may not**
  - × provide you with legal research;
  - × tell you what sorts of claims to file or what to put on forms;
  - × tell you what to say in court;
  - × give an opinion about how a judge is likely to decide your case;
  - × give you information that they would not give to the opposing party;
  - × tell you about a judge's decision before it is issued by the judge.
- Court staff may**
  - ✓ answer questions about how the court works;
  - ✓ explain terms used in the court process;
  - ✓ give you information from your case file;
  - ✓ provide you with court forms and sample filings and documents.

Court staff are there to help those who use the court. They can usually tell you *how* to do things, but may not advise you about *what* you ought to do. Please be courteous to staff and respect the limits on what they may do for you.

In addition to the forms in this packet, you may find additional forms and informational pamphlets to help you on the internet at the following website:

[www.ohiolegalservices.org](http://www.ohiolegalservices.org)

Click on “For the Public”

Locate and click on the legal area that you would like to review – use the “search this site” box if you are not sure which area to review

You can also search this website to learn how to access the local legal services program for your area