

# Packet C - Forms for Divorce without Children

1. Form 6 – COMPLAINT FOR DIVORCE WITHOUT CHILDREN
2. Affidavit 1 – AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES
3. Affidavit 2 – AFFIDAVIT OF PROPERTY AND DEBT
4. Local Form 130 – New Case Designation
5. Form 31 – Service Request
6. Form 19 – Separation Agreement
7. Form 10 – Answer to Complaint for Divorce Without Children
8. Form 8 – Counterclaim for Divorce
9. Form 14 – Judgment Entry – Decree of Divorce without Children
10. Local Form 107 – MARITAL BALANCE SHEET (Excel)

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

\_\_\_\_\_  
Name Case No. \_\_\_\_\_  
\_\_\_\_\_  
Street Address Judge \_\_\_\_\_  
\_\_\_\_\_  
City, State and Zip Code Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.  
It is highly recommended that you consult an attorney.**

**Instructions:** This form is used to request a divorce if you and your spouse do not have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile Form 10) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COMPLAINT FOR DIVORCE WITHOUT CHILDREN**

Now comes Plaintiff and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2.  Plaintiff has been a resident of \_\_\_\_\_ County for at least ninety (90) days immediately before filing this Complaint; OR  
 Defendant resides in \_\_\_\_\_ County where this Complaint is filed.
3. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).

4.  Neither party is pregnant OR  a party is pregnant.
5.  Any child(ren) born from or adopted during this marriage or relationship, is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
6. Military Service:  
 Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.  
 Plaintiff and/or  Defendant is an active-duty servicemember of the United States military.
7. Plaintiff is entitled to a divorce from Defendant based upon the following grounds: *(check all that apply)*
- Plaintiff and Defendant are incompatible.
  - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
  - Defendant has been willfully absent for one (1) year.
  - Defendant is guilty of adultery.
  - Defendant is guilty of extreme cruelty.
  - Defendant is guilty of fraudulent contract.
  - Defendant is guilty of gross neglect of duty.
  - Defendant is guilty of habitual drunkenness.
  - Defendant is imprisoned in a state or federal correctional institution at the time of filing this Complaint.
  - Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Plaintiff requests that a divorce be granted from Defendant. Plaintiff further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Defendant pay spousal support;
  - Plaintiff be restored to the former name of: \_\_\_\_\_;
  - Defendant pay Plaintiff's attorney fees;
  - Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
 Attorney or Self Represented Party Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Supreme Court Reg No. (if any)

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

\_\_\_\_\_  
 Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
 Defendant/Petitioner 2

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

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to make complete disclosure of income, expenses, and money owed. It is used to determine child and spousal support. 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 you need more space, add additional pages.**

**AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES**

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

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I – BASIC INFORMATION**

Plaintiff/Petitioner 1

Defendant/Petitioner 2

|  |  |
|--|--|
| Date of Birth _____  | Date of Birth _____  |
| Last 4 Digits of Social Security # XXX-XX-_____  | Last 4 Digits of Social Security # XXX-XX-_____  |
| Phone Number _____   | Phone Number _____   |
| Email Address _____  | Email Address _____  |
| Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No<br>If yes, explain: _____  | Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No<br>If yes, explain: _____  |
| Health:<br><input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor<br>If health is not good, please explain:<br><br> | Health:<br><input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor<br>If health is not good, please explain:<br><br> |

|   |   |
|---|---|
| Education: ( <i>Check highest level achieved</i> )<br><input type="checkbox"/> Grade School <input type="checkbox"/> High School<br><input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate | Education: ( <i>Check highest level achieved</i> )<br><input type="checkbox"/> Grade School <input type="checkbox"/> High School<br><input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate |
| Other Technical Certifications:<br><br>Active Member of the U.S. Military<br><input type="checkbox"/> Yes <input type="checkbox"/> No   | Other Technical Certifications:<br><br>Active Member of the U.S. Military<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |

**SECTION II – INCOME**

|                              | <b><u>Plaintiff/Petitioner 1</u></b>  | <b><u>Defendant/Petitioner 2</u></b>  |
|------------------------------|---|---|
| Employed                     | <input type="checkbox"/> Yes <input type="checkbox"/> No  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| Date of Employment           | _____   | _____   |
| Name of Employer             | _____   | _____   |
| Payroll Address              | _____   | _____   |
| Payroll City, State, Zip     | _____   | _____   |
| Scheduled Paychecks Per Year | <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52 | <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52 |

**A. YEARLY INCOME, OVERTIME, COMMISSIONS, AND BONUSES FOR PAST THREE YEARS**

|  | <b><u>Plaintiff/Petitioner 1</u></b> | Year               | <b><u>Defendant/Petitioner 2</u></b> |
|--|--------------------------------------|--------------------|--------------------------------------|
| Base yearly income                                 | \$ _____                             | 3 years ago — 20__ | \$ _____                             |
|  | \$ _____                             | 2 years ago — 20__ | \$ _____                             |
|  | \$ _____                             | Last year — 20__   | \$ _____                             |
| Yearly overtime,<br>commissions,<br>and/or bonuses | \$ _____                             | 3 years ago — 20__ | \$ _____                             |
|  | \$ _____                             | 2 years ago — 20__ | \$ _____                             |
|  | \$ _____                             | Last year — 20__   | \$ _____                             |

**B. COMPUTATION OF CURRENT INCOME**

|  | <b><u>Plaintiff/Petitioner 1</u></b> | <b><u>Defendant/Petitioner 2</u></b> |
|--|--------------------------------------|--------------------------------------|
| Base Yearly Income   | \$ _____                             | \$ _____                             |
| Average yearly overtime,<br>commissions, and/or bonuses<br>over last 3 years (from part A) | \$ _____                             | \$ _____                             |

|  | <b>Plaintiff/Petitioner 1</b> | <b>Defendant/Petitioner 2</b> |
|--|-------------------------------|-------------------------------|
| Unemployment Compensation  | \$ _____                      | \$ _____                      |
| Disability Benefits  |                               |                               |
| Workers' Compensation  | \$ _____                      | \$ _____                      |
| Social Security  | \$ _____                      | \$ _____                      |
| Other: _____   | \$ _____                      | \$ _____                      |
| Retirement Benefits  |                               |                               |
| Social Security  | \$ _____                      | \$ _____                      |
| Other: _____   | \$ _____                      | \$ _____                      |
| Spousal Support Received   | \$ _____                      | \$ _____                      |
| Interest and dividend income<br>( <i>source</i> ) _____  | \$ _____                      | \$ _____                      |
| Other income ( <i>type and source</i> )<br>_____   | \$ _____                      | \$ _____                      |
| <b>TOTAL YEARLY INCOME</b>   | \$ _____                      | \$ _____                      |
| Supplemental Security Income<br>(SSI) and/or public assistance   | \$ _____                      | \$ _____                      |
| Social Security or Veteran's<br>benefits received for child(ren)   |                               |                               |
| <input type="checkbox"/> Based on parent's disability  |                               |                               |
| <input type="checkbox"/> Based on child's disability   | \$ _____                      | \$ _____                      |
| Child support you receive from<br>a child support enforcement<br>agency or court order for minor<br>and/or dependent child(ren) not<br>of the marriage or relationship | \$ _____                      | \$ _____                      |

**SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS**

Minor and/or dependent child(ren) who is/are adopted or born from this marriage or relationship:

| Name  | Date of birth | Living with |
|-------|---------------|-------------|
| _____ | _____         | _____       |
| _____ | _____         | _____       |
| _____ | _____         | _____       |
| _____ | _____         | _____       |

In addition to the above child(ren):  
 Plaintiff/Petitioner 1 has \_\_\_\_\_ other minor biological or adopted child(ren).  
 Defendant/Petitioner 2 has \_\_\_\_\_ other minor biological or adopted child(ren).  
 There is/are \_\_\_\_\_ adult(s) in your household.

**SECTION IV – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

|   |                 |
|---|-----------------|
| Rent or first mortgage (including taxes and insurance)  | \$ _____        |
| Second mortgage/equity line of credit                   | \$ _____        |
| Real estate taxes (if not included above)               | \$ _____        |
| Renter or homeowner’s insurance (if not included above) | \$ _____        |
| Homeowner or condominium association fee                | \$ _____        |
| Utilities   |                 |
| ◦ Electric  | \$ _____        |
| ◦ Gas, fuel oil, propane                                | \$ _____        |
| ◦ Water and sewer                                       | \$ _____        |
| ◦ Telephone and/or cell phone                           | \$ _____        |
| ◦ Trash collection                                      | \$ _____        |
| ◦ Cable/satellite television                            | \$ _____        |
| ◦ Internet service                                      | \$ _____        |
| Cleaning  | \$ _____        |
| Lawn service and/or snow removal                        | \$ _____        |
| Other: _____  | \$ _____        |
| _____   | \$ _____        |
| <b>TOTAL MONTHLY:</b>                                   | <b>\$ _____</b> |

**B. OTHER MONTHLY LIVING EXPENSES**

|   |          |
|---|----------|
| Food  |          |
| ◦ Groceries (including food, paper, cleaning products, toiletries, and other) | \$ _____ |
| ◦ Restaurant  | \$ _____ |
| Transportation  |          |
| ◦ Vehicle loan, lease   | \$ _____ |
| ◦ Vehicle maintenance   | \$ _____ |
| ◦ Gasoline  | \$ _____ |

|                                     |          |
|-------------------------------------|----------|
| ◦ Parking, public transportation    | \$ _____ |
| Clothing                            |          |
| ◦ Clothes (other than child(ren)'s) | \$ _____ |
| ◦ Dry cleaning and laundry          | \$ _____ |
| Personal grooming                   |          |
| ◦ Hair and nail care                | \$ _____ |
| ◦ Other: _____                      | \$ _____ |
| Other: _____                        | \$ _____ |
| <b>TOTAL MONTHLY: \$ _____</b>      |          |

**C. MONTHLY MINOR CHILD-RELATED EXPENSES**  
(for child(ren) of the marriage or relationship)

|  |          |
|--|----------|
| Work and/or education-related child care                               | \$ _____ |
| Other child care   | \$ _____ |
| Extraordinary parenting time travel cost                               | \$ _____ |
| School tuition   | \$ _____ |
| School lunches   | \$ _____ |
| School supplies  | \$ _____ |
| Extracurricular activities and lessons                                 | \$ _____ |
| Clothing   | \$ _____ |
| Child(ren)'s allowances  | \$ _____ |
| Special and extraordinary needs of child(ren) (not included elsewhere) | \$ _____ |
| Other: _____   | \$ _____ |
| <b>TOTAL MONTHLY: \$ _____</b>   |          |

**D. MONTHLY INSURANCE PREMIUMS**

|                                |          |
|--------------------------------|----------|
| Life                           | \$ _____ |
| Auto                           | \$ _____ |
| Health                         | \$ _____ |
| Disability                     | \$ _____ |
| Other: _____                   | \$ _____ |
| <b>TOTAL MONTHLY: \$ _____</b> |          |

**E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF**

|  |                 |
|--|-----------------|
| Mandatory work expenses (union dues, uniforms, or other) | \$ _____        |
| Additional income taxes paid (not deducted from wages)   | \$ _____        |
| Tuition  | \$ _____        |
| Books, fees, and other                                   | \$ _____        |
| College loan   | \$ _____        |
| Other: _____   | \$ _____        |
| _____  | \$ _____        |
| <b>TOTAL MONTHLY:</b>                                    | <b>\$ _____</b> |

**F. MONTHLY HEALTH CARE EXPENSES**

(not covered by insurance)

|                            |                 |
|----------------------------|-----------------|
| Physicians                 | \$ _____        |
| Dentists and orthodontists | \$ _____        |
| Optometrists and opticians | \$ _____        |
| Prescriptions              | \$ _____        |
| Other: _____               | \$ _____        |
| <b>TOTAL MONTHLY:</b>      | <b>\$ _____</b> |

**G. MISCELLANEOUS MONTHLY EXPENSES**

|  |          |
|--|----------|
| Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties] | \$ _____ |
| Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties  | \$ _____ |
| Expenses paid for adult child(ren) or other dependent(s)   | \$ _____ |
| Spousal support paid to former spouse(s)   | \$ _____ |
| Subscriptions and books  | \$ _____ |
| Charitable contributions   | \$ _____ |
| Memberships (associations and clubs)   | \$ _____ |
| Travel and vacations   | \$ _____ |
| Pets   | \$ _____ |
| Gifts  | \$ _____ |
| Attorney fees  | \$ _____ |





IN THE COURT OF COMMON PLEAS

DIVISION
COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No.

Judge

Magistrate

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. You must provide the most recent value for each asset and balance owed for each debt. 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 AND DEBT

Affidavit of (Print Name)

I. REAL ESTATE INTERESTS

Table with 5 columns: Address, Present Fair Market Value, Titled To, Mortgage Balance, Equity. Rows 1 and 2 for listing property.

TOTAL SECTION I: REAL ESTATE INTERESTS: \$

II. OTHER ASSETS

Table with 4 columns: Category, Description, Titled To, Value. Section A: Vehicles and Other Certificate of Title Property.

| <u>Category</u> | <u>Description</u> | <u>Titled To</u> | <u>Value</u> |
|-----------------|--------------------|------------------|--------------|
| 3.              | _____              | _____            | \$ _____     |
| 4.              | _____              | _____            | \$ _____     |
| 5.              | _____              | _____            | \$ _____     |
| 6.              | _____              | _____            | \$ _____     |

**B. Financial Accounts**

(Include checking, savings, CDs, POD accounts, money market accounts, etc.)

|    |       |       |          |
|----|-------|-------|----------|
| 1. | _____ | _____ | \$ _____ |
| 2. | _____ | _____ | \$ _____ |
| 3. | _____ | _____ | \$ _____ |
| 4. | _____ | _____ | \$ _____ |

**C. Pensions & Retirement Plans**

(Include profit-sharing, IRAs, 401(k) plans, etc. Describe each type of plan)

|    |       |       |          |
|----|-------|-------|----------|
| 1. | _____ | _____ | \$ _____ |
| 2. | _____ | _____ | \$ _____ |
| 3. | _____ | _____ | \$ _____ |
| 4. | _____ | _____ | \$ _____ |

**D. Publicly Held Stocks, Bonds, Securities & Mutual Funds**

(Name of company and number of shares)

|    |       |       |          |
|----|-------|-------|----------|
| 1. | _____ | _____ | \$ _____ |
| 2. | _____ | _____ | \$ _____ |
| 3. | _____ | _____ | \$ _____ |
| 4. | _____ | _____ | \$ _____ |

| <u>Category</u>   | <u>Description</u>                       | <u>Titled To</u> | <u>Value</u>                        |
|---|--|------------------|-------------------------------------|
| <b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>                              |  |                  |                                     |
|   | (Type of ownership and number of shares) |                  |                                     |
| 1. _____  | _____                                    | _____            | \$ _____                            |
| 2. _____  | _____                                    | _____            | \$ _____                            |
| <b>F. Life Insurance (Company Name and Term or Whole Life)</b>  |  |                  |                                     |
|   | (Insured Life)                           |                  | Cash Value and Loan Balance, if any |
| 1. _____  | _____                                    | _____            | \$ _____                            |
| 2. _____  | _____                                    | _____            | \$ _____                            |
| 3. _____  | _____                                    | _____            | \$ _____                            |
| 4. _____  | _____                                    | _____            | \$ _____                            |
| <b>G. Furniture &amp; Household Goods, Furnishings, and Appliances</b>  |  |                  |                                     |
| 1. _____  | _____                                    | _____            | \$ _____                            |
| 2. _____  | _____                                    | _____            | \$ _____                            |
| 3. _____  | _____                                    | _____            | \$ _____                            |
| 4. _____  | _____                                    | _____            | \$ _____                            |
| <b>H. Safe Deposit Box</b>  |  |                  |                                     |
|   | (Give location and contents)             |                  |                                     |
| 1. _____  | _____                                    | _____            | \$ _____                            |
| 2. _____  | _____                                    | _____            | \$ _____                            |
| 3. _____  | _____                                    | _____            | \$ _____                            |
| 4. _____  | _____                                    | _____            | \$ _____                            |
| <b>I. All Other Assets Not Listed Above</b> (including jewelry, art, tools, firearms, and other collectibles) |  |                  |                                     |
|   | (If necessary, attach additional pages)  |                  |                                     |
| 1. _____  | _____                                    | _____            | \$ _____                            |
| 2. _____  | _____                                    | _____            | \$ _____                            |
| <b>TOTAL SECTION II: OTHER ASSETS:</b>  |  |                  | <b>\$ _____</b>                     |

**III. SEPARATE PROPERTY CLAIMS**

Separate property includes, but is not limited to, property owned before marriage and gifts or inheritances to only one spouse.

| Description   | Why do you claim this as separate property? | Present Fair Market Value |
|---|---|---------------------------|
| 1. _____  | _____                                       | \$ _____                  |
| 2. _____  | _____                                       | \$ _____                  |
| 3. _____  | _____                                       | \$ _____                  |
| 4. _____  | _____                                       | \$ _____                  |
| <b>TOTAL SECTION III: SEPARATE PROPERTY CLAIMS:</b> |   | \$ _____                  |

**IV. DEBT**

List ALL OF YOUR DEBTS, your spouse’s debts, 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.**

| Type  | Name of Creditor | Name on Account | Total Debt Due | Monthly Payment |
|---|------------------|-----------------|----------------|-----------------|
| <b>A. Secured Debt (Mortgages, Car, etc.)</b>                       |                  |                 |                |                 |
| 1. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 2. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 3. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 4. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 5. _____  | _____            | _____           | \$ _____       | \$ _____        |
| <b>B. Unsecured Debt (Credit cards, medical bills, other debts)</b> |                  |                 |                |                 |
| 1. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 2. _____  | _____            | _____           | \$ _____       | \$ _____        |
| 3. _____  | _____            | _____           | \$ _____       | \$ _____        |

| Type                           | Name of Creditor | Name on Account | Total Debt Due  | Monthly Payment |
|--------------------------------|------------------|-----------------|-----------------|-----------------|
| 4. _____                       | _____            | _____           | \$ _____        | \$ _____        |
| 5. _____                       | _____            | _____           | \$ _____        | \$ _____        |
| <b>TOTAL SECTION IV: DEBT:</b> |                  |                 | <b>\$ _____</b> |                 |

**V. BANKRUPTCY**

| Filed by                            | Date of Filing | Date of Discharge or Relief from Stay | Type of Case (Ch. 7, 11, 12, 13) | Current Monthly Payments |
|-------------------------------------|----------------|---------------------------------------|----------------------------------|--------------------------|
| 1. _____                            | _____          | _____                                 | \$ _____                         | \$ _____                 |
| 2. _____                            | _____          | _____                                 | \$ _____                         | \$ _____                 |
| <b>TOTAL SECTION V: BANKRUPTCY:</b> |                |                                       | <b>\$ _____</b>                  |                          |

**OATH OR AFFIRMATION**  
*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
) SS  
COUNTY OF \_\_\_\_\_ )

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)



SUMMIT COUNTY COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION

NEW CASE DESIGNATION FORM

Case No.: \_\_\_\_\_
Sets No.: \_\_\_\_\_

INSTRUCTIONS: Pursuant to the Summit County Court of Common Pleas-Domestic Relations Division order filed on March 1st, 2007, this form must be completed and submitted with any new cause of action filed with the Summit County Clerk of Courts. You must include an e-mail address for any court correspondence.

Case Type: \_\_\_\_\_
(e.g., dissolution, dissolution with children, divorce with children, parentage, visitation rights, answer, or counterclaim)

Previous Domestic Relations Case? [ ] Yes [ ] No
Previous Case Number: \_\_\_\_\_
Previous Judge: \_\_\_\_\_

Plaintiff/Petitioner: Defendant/Respondent:
First Name: Middle Initial: Last Name: Suffix: Address: City: State Zip DOB: Telephone: Email (REQUIRED):

Plaintiff/Petitioner's Attorney Information: [ ] PRO SE
Attorney Name: Attorney E-Mail (REQUIRED) Ohio Sup Ct #: Telephone: Firm Name: Address: City: State Zip
Defendant/Respondent's Attorney Information:
Attorney Name: Attorney E-Mail (REQUIRED) Ohio Sup Ct #: Telephone: Firm Name: Address: City: State Zip

Child Information:
1st Child Name: DOB: Address City State Zip
2nd Child Name: DOB: Address City State Zip
3rd Child Name: DOB: Address City State Zip



**Summit County Court of Common Pleas  
Domestic Relations Division  
SERVICE REQUEST**

**Instructions:** Complete the following form and file with the Summit County Clerk of Courts – Domestic Relations Division, located at: 205 South High Street, 1<sup>st</sup> Floor, Akron OH 44308. For further instruction, go to Website: [www.drcourt.org](http://www.drcourt.org)

**Case Caption:**

\_\_\_\_\_ **Case Number**

\_\_\_\_\_  
Plaintiff / Petitioner 1 / Petitioner

vs.

\_\_\_\_\_  
Defendant / Petitioner 2 / Respondent

**To Clerk:** You are hereby requested to make service upon the following by:

- FedEx [preferred over Certified Mail] \*
- Certified Mail \*
- Regular Mail [only after FedEx/Certified fails for being unclaimed or refused]\*
- Sheriff Service
- Personal Service by Process Server \_\_\_\_\_
- E-Mail for Child Support Enforcement Agency (CSEA) only

\* **If FedEx/Certified returns as insufficient address, vacant, unable to forward or unknown, you must attempt to Find a new address and start service over; if you are unable to find a new address, you must file an affidavit and request for publication/posting with the Clerks.**

**Please Serve:** Indicate below what you would like served, e.g., Complaint for Divorce.  
(If you would like service on a previously filed document, include the name of the document and the date it was filed).

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

**Please check the box of the person(s) whom you are requesting to be served (notified):**

Plaintiff / Petitioner 1 / Petitioner

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

Defendant / Petitioner 2 / Respondent

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

Additional Party: \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

Additional Party: \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Attorney or Self-Represented Filer  
(if attorney, include your Supreme Ct. #) Supreme Ct. #  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

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

Plaintiff/Petitioner 1

vs./and

Name
Street Address
City, State and Zip Code

Defendant/Petitioner 2

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.
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) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.

SEPARATION AGREEMENT

The parties, and , state as follows:

- 1. The parties were married on (date of marriage) in (city or county, and state).
2. The parties request that the termination of marriage be the date of the final hearing or the date specified:

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

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, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

**SECOND: PROPERTY**

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is 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, received as 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 (1) spouse.

**A. Real Estate: (select one)**

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

- 1.  Neither party has any ownership interest in any real estate.
- 2.  One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

| Address or Parcel Number of Property | Party |
|--------------------------------------|-------|
|                                      |       |
|                                      |       |
|                                      |       |

- 3. A legal description of the property (found in the property’s deed) should be attached.
- 4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
- 5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

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**If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**B. Titled Vehicles: (select one)**

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

- 1.  Neither party has any ownership interest in any titled vehicle(s).
- 2.  Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

| Year | Make | Model | VIN/SN |
|------|------|-------|--------|
|      |      |       |        |
|      |      |       |        |
|      |      |       |        |

3.  Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

| Year  | Make  | Model | VIN/SN |
|-------|-------|-------|--------|
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |

4. Each party shall pay and hold the other harmless from any debt owing on the titled vehicle(s) received unless otherwise stated in this Agreement.
5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, 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, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1.  The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2.  The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Defendant/Petitioner 2 shall receive:

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

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

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

4. Each party shall pay 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 arrangements regarding household goods and personal property:

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

**D. Financial Accounts: (select one)**

Financial accounts include, but are not limited to, 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.  Neither party has any ownership interest in any financial accounts.

2.  Plaintiff/Petitioner 1 shall receive the following:

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

3.  Defendant/Petitioner 2 shall receive the following:

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

4. Each party shall pay 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

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

1.  Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2.  Plaintiff/Petitioner 1 shall receive the following:

| Institution | Current Name(s)<br>on Account | Quantity and Description |
|-------------|-------------------------------|--------------------------|
| _____       | _____                         | _____                    |
| _____       | _____                         | _____                    |
| _____       | _____                         | _____                    |

3.  Defendant/Petitioner 2 shall receive the following:

| Institution | Current Name(s)<br>on Account | Quantity and Description |
|-------------|-------------------------------|--------------------------|
| _____       | _____                         | _____                    |
| _____       | _____                         | _____                    |
| _____       | _____                         | _____                    |

4. Each party shall pay 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:

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

**If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**F. Business Interests: (select one)**

1.  Neither party has any interest in any business.

2.  Plaintiff/Petitioner 1 shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____            | _____              |
| _____            | _____              |

3.  Defendant/Petitioner 2 shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____            | _____              |
| _____            | _____              |

4. Each party shall pay 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:

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

**If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

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

1.  Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2.  Plaintiff/Petitioner 1 shall receive the following:

| Institution | Name(s) on Plan | Amount/Share |
|-------------|-----------------|--------------|
| _____       | _____           | _____        |
| _____       | _____           | _____        |
| _____       | _____           | _____        |
| _____       | _____           | _____        |

3.  Defendant/Petitioner 2 shall receive the following:

| Institution | Name(s) on Plan | Amount/Share |
|-------------|-----------------|--------------|
| _____       | _____           | _____        |
| _____       | _____           | _____        |
| _____       | _____           | _____        |
| _____       | _____           | _____        |

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: \_\_\_\_\_ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

\_\_\_\_\_

\_\_\_\_\_

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

**H. Life Insurance Policies: (select one)**

1.  Neither party has any interest in any life insurance policy(ies) with a cash value.

2.  Plaintiff/Petitioner 1 shall receive the following policy(ies):

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3.  Defendant/Petitioner 2 shall receive the following policy(ies):

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4. Each party shall pay 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):

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**If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**I. Other Property: (select one)**

1.  Neither party has any other property.

2.  Other property owned by one or both of the parties shall be distributed as follows:

| Description of Property | Party |
|-------------------------|-------|
| <hr/>                   | <hr/> |
| <hr/>                   | <hr/> |
| <hr/>                   | <hr/> |
| <hr/>                   | <hr/> |

3. Each party shall pay 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:

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**If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**THIRD: DEBTS (select all that apply)**

1.  Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.
  
2.  Plaintiff/Petitioner 1 shall pay the following debt(s):

| Creditor | Balance | Current Name on Account |
|----------|---------|-------------------------|
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |

3.  Defendant/Petitioner 2 shall pay the following debt(s):

| Creditor | Balance | Current Name on Account |
|----------|---------|-------------------------|
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |
| <hr/>    | <hr/>   | <hr/>                   |

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

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6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

#### FOURTH: SPOUSAL SUPPORT

**A. No Spousal Support Obligation**

Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

**B. Spousal Support Obligation**

Plaintiff/Petitioner 1  Defendant/Petitioner 2 shall pay spousal support to  Plaintiff/Petitioner 1  Defendant/Petitioner 2 in the amount of \$\_\_\_\_\_ a per month commencing on \_\_\_\_\_ Spousal support shall continue  for a period of \_\_\_\_\_ months OR  until further order of this Court.

**C. Method of Payment of Spousal Support:**

Spousal support payments shall be made directly to  Plaintiff/Petitioner 1  Defendant/Petitioner 2. **(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)**

Spousal support payments, plus two percent (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 or  other \_\_\_\_\_.

**D. Termination of Spousal Support**

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2'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) \_\_\_\_\_

**E. Reservation of Jurisdiction**

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: *(check all that apply)*

The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

The Court shall NOT retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

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

- The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
- The Court shall retain jurisdiction to modify the duration of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.

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

**G. Arrearage or Overpayment**

- Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- Other: \_\_\_\_\_

**FIFTH: NAME**

\_\_\_\_\_ shall be restored  
 to the former name of \_\_\_\_\_

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

- The parties do not have (a) child(ren) subject to the jurisdiction of the Court.
- The parties have (a) child(ren) subject to the jurisdiction of the Court, and a
  - Parenting Plan is attached
  - Shared Parenting Plan is attached.

**SEVENTH: OTHER**

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

**EIGHTH: NON-USE OF OTHER'S CREDIT**

Neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such 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. All joint credit cards shall be immediately destroyed.

**NINTH: INCORPORATION INTO JUDGMENT ENTRY**

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 a Judgment Entry.

**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.

**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 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.

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared \_\_\_\_\_, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

STATE OF OHIO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared \_\_\_\_\_, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Magistrate

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** This form is used in response to a filing of a Complaint for Divorce without Children, and allows you to agree with or dispute the statements made in the Complaint for Divorce without Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**ANSWER TO COMPLAINT FOR DIVORCE WITHOUT CHILDREN**

In Answer to Plaintiff's Complaint for Divorce, Defendant states as follows:

**ADMIT    DENY**

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing the Complaint.
2. Plaintiff has been a resident of the County stated in the Complaint for at least ninety (90) days immediately before filing the Complaint; OR  
Defendant resides in the County where the Complaint was filed.

**ADMIT    DENY**

3. The date of Plaintiff and Defendant's marriage stated in the Complaint.  
The place of Plaintiff and Defendant's marriage stated in the Complaint.
4. Neither party is pregnant.  
A party is pregnant.
5. Any child(ren) born from or adopted during this marriage or relationship is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
6. Plaintiff is an active-duty servicemember of the United States military.  
Defendant is an active-duty servicemember of the United States military.
7. Defendant further admits or denies the following grounds for divorce:  
Plaintiff and Defendant are incompatible.  
Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.  
Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.  
Defendant has been willfully absent for one (1) year.  
Defendant is guilty of adultery.  
Defendant is guilty of extreme cruelty.  
Defendant is guilty of fraudulent contract.  
Defendant is guilty of gross neglect of duty.  
Defendant is guilty of habitual drunkenness.  
Defendant is imprisoned in a state or federal correctional institution at the time of filing the Complaint.  
Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.
9. Defendant denies any allegations not specifically admitted.

Defendant requests: (*select one*)  
the Complaint for Divorce be dismissed OR  
a divorce be granted  
and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

**CERTIFICATE OF SERVICE**  
(*Check the boxes that apply*)

Defendant delivered a copy of the Answer to Complaint for Divorce without Children

On: (Date) \_\_\_\_\_, 20 \_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party.)  
\_\_\_\_\_

At: (Print address or fax number) \_\_\_\_\_  
\_\_\_\_\_

By: As instructed in the Request for Service (Uniform Domestic Relations Form 31/Uniform Juvenile  
Form 10) filed with the Clerk of Courts  
Regular U.S. Mail  
Fax  
Hand Delivery  
Other: \_\_\_\_\_

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name \_\_\_\_\_

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

Street Address \_\_\_\_\_

Judge \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Magistrate \_\_\_\_\_

Plaintiff

vs.

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Defendant

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.**

**Instructions:** After a Complaint has been filed, this form is used by a Defendant to request a divorce if you and your spouse do not have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COUNTERCLAIM FOR DIVORCE WITHOUT CHILDREN**

Now comes Defendant and states as follows:

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.
2. Plaintiff alleged proper jurisdiction and venue.
3. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).

4.  Neither party is pregnant OR  a party is pregnant.
5.  Any child(ren) born from or adopted during this marriage or relationship is/are are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
6. Military Service:  
 Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.  
 Plaintiff and/or  Defendant is an active-duty servicemember of the United States military.
7. Defendant is entitled to a divorce from Plaintiff based upon the following grounds: *(check all that apply)*
- Plaintiff and Defendant are incompatible.
  - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
  - Plaintiff has been willfully absent for one (1) year.
  - Plaintiff is guilty of adultery.
  - Plaintiff is guilty of extreme cruelty.
  - Plaintiff is guilty of fraudulent contract.
  - Plaintiff is guilty of gross neglect of duty.
  - Plaintiff is guilty of habitual drunkenness.
  - Plaintiff is imprisoned in a state or federal correctional institution at the time of filing the Complaint.
  - Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Defendant requests that a divorce be granted from Plaintiff. Defendant further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- Plaintiff pay spousal support;
  - Defendant be restored to the former name of \_\_\_\_\_;
  - Plaintiff pay Defendant's attorney fees;
  - Plaintiff pay the court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

**CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

Defendant delivered a copy of the Counterclaim for Divorce without Children.

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party)

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At: (Print address or fax number) \_\_\_\_\_

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- By:
- As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) filed with the Clerk of Courts
  - Regular U.S. Mail
  - Fax
  - Hand Delivery
  - Other: \_\_\_\_\_

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Signature

**IN THE COURT OF COMMON PLEAS**

**DIVISION**

**COUNTY, OHIO**

\_\_\_\_\_  
Name Case No. \_\_\_\_\_  
\_\_\_\_\_  
Street Address Judge \_\_\_\_\_  
\_\_\_\_\_  
City, State and Zip Code Magistrate \_\_\_\_\_

Plaintiff

vs.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

Defendant

**JUDGMENT ENTRY – DECREE OF DIVORCE WITHOUT CHILDREN**

This matter came on for final hearing on \_\_\_\_\_ before  Judge  Magistrate  
\_\_\_\_\_ upon Plaintiff's Complaint for Divorce without Children filed on  
\_\_\_\_\_ and/or Defendant's Counterclaim filed on \_\_\_\_\_ and upon  
the following: \_\_\_\_\_.

**FINDINGS**

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

- A. Check all that apply:
- Defendant was properly served with Summons, a copy of the Complaint, and both parties received Notice of Hearing.
  - Defendant filed a Waiver of Service.
  - Defendant filed an Answer to Plaintiff's Complaint.
  - Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons, a copy of the Complaint.

- Defendant filed a Counterclaim.
  - Plaintiff filed a Reply to Defendant's Counterclaim.
  - Plaintiff failed to file a Reply to Defendant's Counterclaim.
- B.  Plaintiff was present at the Hearing.
- \_\_\_\_\_ appeared as counsel for Plaintiff.
- Plaintiff failed to appear.
- Defendant was present at the Hearing.
- \_\_\_\_\_ appeared as counsel for Defendant.
- Defendant failed to appear.
- C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:
- Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
  - Defendant was a resident of this county.
  - Venue is proper based upon: \_\_\_\_\_
- E. This Court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.
- F. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).
- G. The termination of marriage is  the date of Final Hearing or  the date specified:  
\_\_\_\_\_
- H. Children:
- Neither party is pregnant OR  a party is pregnant.
- Any child(ren) born from or adopted during this marriage or relationship, is/are now adults and none are mentally or physically disabled and incapable of supporting or maintaining themselves.
- I. Military Service:
- Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.
  - Plaintiff and/or  Defendant is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.
- J. The divorce should be granted on the following ground(s):
- Plaintiff and Defendant are incompatible.
  - Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - Plaintiff or  Defendant had a Husband or Wife living at the time of the marriage.
  - Plaintiff or  Defendant has been willfully absent for one (1) year.

- Plaintiff or  Defendant is guilty of adultery.
  - Plaintiff or  Defendant is guilty of extreme cruelty.
  - Plaintiff or  Defendant is guilty of fraudulent contract.
  - Plaintiff or  Defendant is guilty of gross neglect of duty.
  - Plaintiff or  Defendant is guilty of habitual drunkenness.
  - Plaintiff or  Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.
  - Plaintiff or  Defendant procured a divorce outside this state by virtue of which  Plaintiff or  Defendant has been released from the obligations of the marriage, while those obligations remain binding on  Plaintiff or  Defendant.
- K.  Plaintiff and/or  Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.

- L. The Court finds that:
- the parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
  - a Magistrate's Decision was filed on: \_\_\_\_\_
    - no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.
    - the Court ruled upon all objections to the Magistrate's Decision by a separate Judgment Entry.
  - the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following separate assets:

| Party | Asset | Value |
|-------|-------|-------|
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

The parties have the following separate debts:

| Party | Debt | Balance |
|-------|------|---------|
|       |      |         |
|       |      |         |
|       |      |         |
|       |      |         |
|       |      |         |



Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

\_\_\_\_\_

N. The Court further finds that: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### JUDGMENT

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

#### FIRST: DIVORCE GRANTED

Plaintiff  Defendant is/are granted a divorce on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the attached  Separation Agreement  Magistrate's Decision which is incorporated in this Judgment Entry as if fully rewritten and/or  as is set forth herein.

#### SECOND: PROPERTY

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Defendant is awarded the following separate property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

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F. Other orders regarding property: \_\_\_\_\_

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G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

H. Other orders regarding transfers: \_\_\_\_\_

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**THIRD: DEBT**

The parties' debts shall be divided as follows:

A. Plaintiff shall pay the following debts and hold Defendant harmless from all claims:

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B. Defendant shall pay the following debts and hold Plaintiff harmless from all claims:

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- C. Bankruptcy  
The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.
- D. Neither party shall incur liabilities against the other party in the future.

**FOURTH: SPOUSAL SUPPORT**

- A. Spousal Support Not Awarded  
 Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.
- B. Spousal Support Awarded  
 Plaintiff  Defendant shall pay spousal support to  Plaintiff  Defendant in the amount of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Spousal support shall continue for a period of \_\_\_\_\_ months OR  until further order of this Court.
- C. Method of Payment of Spousal Support  
 Spousal support payments shall be made directly to  Plaintiff  Defendant.  
 Spousal support payments, plus two percent (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 or  other \_\_\_\_\_.
- D. Termination of Spousal Support  
Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:  
 The cohabitation of the person receiving support in a relationship comparable to marriage.  
 The remarriage of the person receiving support.  
 Other: (*specify*) \_\_\_\_\_
- E. Reservation of Jurisdiction  
Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).  
On other matters involving spousal support: (*check all that apply*)  
 The Court shall retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.  
 The Court shall retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.  
 The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.
- F. Other orders regarding spousal support: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Arrearage or Overpayment

- Any temporary spousal support arrearage or overpayment shall survive this Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive this Judgment Entry.
- Other: \_\_\_\_\_

**FIFTH: NAME**

\_\_\_\_\_ is restored to the former name of \_\_\_\_\_

**SIXTH: OTHER ORDERS**

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

**SEVENTH: TEMPORARY ORDERS**

All temporary orders in this case are terminated.

**EIGHTH: PAYMENT OF ATTORNEY FEES AND LITIGATION EXPENSES (select one)**

- Each party shall pay his/her own attorney fees and litigation expenses, if any.
- Plaintiff shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Defendant. The same shall be paid as follows: \_\_\_\_\_
- Defendant shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Plaintiff. The same shall be paid as follows: \_\_\_\_\_

**NINTH: COURT COSTS**

Court costs are:

- Taxed to the deposit. Court costs due above the deposit shall be paid as follows: \_\_\_\_\_
- Other: (specify) \_\_\_\_\_

**TENTH: CLERK OF COURTS**

The Clerk of Courts shall provide:

a certified copy to: \_\_\_\_\_

a file stamped copy to: \_\_\_\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff's Attorney Signature

\_\_\_\_\_  
Defendant's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg No.

\_\_\_\_\_  
Supreme Court Reg No.

**NOTICE. This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).**

# Summit County Domestic Relations Court Marital Balance Sheet

| <b>Item:</b> | <b>Titled to:</b> | <b>Plaintiff Value Source</b> | <b>Plaintiff Value</b> | <b>Defendant Value</b> | <b>Defendant Value Source</b> | <b>Stipulated?</b> |
|--------------|-------------------|-------------------------------|------------------------|------------------------|-------------------------------|--------------------|
|--------------|-------------------|-------------------------------|------------------------|------------------------|-------------------------------|--------------------|

Bank accounts

Real Property

Retirement accounts

Vehicles

Debts: