

DISSOLUTION - WITH CHILDREN

* All forms in **BOLD** must be signed in front of a notary.*

Forms to be completed by you and your spouse

- ☐ Petition for Dissolution - Tells the Court why you want a dissolution and information about you and your spouse.
- ☐ **Separation Agreement** - Tells the Court what you and your spouse have agreed to for the dissolution. *
- ☐ **Shared Parenting Agreement** - Tells the Court what you and your spouse have agreed to about the children of the marriage. *
- ☐ Domestic Case Designation Form - Information for the clerk to track your case.
- ☐ **Financial Affidavit (Husband)** - Husband completes to tell the Court about his financial situation.
- ☐ **Financial Affidavit (Wife)** - Wife completes to tell the Court about her financial situation.
- ☐ IV-D Application - Starts the child support process.
- ☐ Child Support Worksheet - You can complete this at the Tuscarawas County Law Library. It must be completed and **attached** to the Separation Agreement.
- ☐ Magistrate's Decision - Do not fill this out. Bring to the final hearing.

After completing the forms

- ☐ File the original of all forms with the Clerk of Common Pleas Court, 2nd Floor, Room 230, County Office Building, 125 East High Avenue, New Philadelphia, Ohio.
- ☐ The filing fee is currently \$180.00, but is subject to change. See <http://www.co.tuscarawas.oh.us/CommonPleasCourt/CourtCosts.htm> or call the Clerk of Courts office at 330-365-3243. If you are unable to pay this fee at the time of filing, you may contact Southeastern Ohio Legal Services (Legal Aid) 330-339-3998 to obtain a Poverty Affidavit.

After forms are filed

- Clerk will send you notice of any court dates. Attend all of these court dates.
- If you move, call the Clerk with your new address.
- Bring the **Magistrate's Decision** to the final hearing. You will need to complete the caption of the case, date and place of the marriage, child support and sign it. The magistrate will complete the rest at the hearing.

* See [Legal Information](#) section for the court's standard visitation guidelines.

**Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____

Address: _____

SS#: _____

DOB: _____

Telephone #- _____

Driver's License #- _____

Petitioner,

-and-

Judge _____

Case No. _____

Name: _____

Address: _____

SS#: _____

DOB: _____

Telephone #- _____

Driver's License #- _____

Petitioner,

**Petition for Dissolution of
Marriage and Waiver of
Service of Summons
(With Minor Children)**

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and a resident of this county for at least 90 days or more immediately prior to filing this Petition.
2. Petitioners were married on the _____ day of _____, at _____, in the State of _____.
3. The minor children born to or adopted by the parties currently under the age of 19 are as follows:

_____	date of birth _____	SSN: _____
_____	date of birth _____	SSN: _____
_____	date of birth _____	SSN: _____
_____	date of birth _____	SSN: _____
_____	date of birth _____	SSN: _____
_____	date of birth _____	SSN: _____
4. The wife is not pregnant.
5. A Separation Agreement and Shared Parenting Plan (if applicable), agreed to and signed by both Petitioners, which provides for a division of all property, payment of all debts, child related issues and spousal support, where applicable, is attached.

6. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement, and Shared Parenting Plan (if applicable), that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
7. The wife does/does not request to be restored to a former name. Former name: _____

WHEREFORE, Petitioners request the Court to grant a Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Waiver of Service of Summons

Petitioners state that they are at least eighteen (18) years of age, not under disability, waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Separation Agreement
(No Minor Children)
(Exhibit A)

This Separation Agreement is voluntarily made and entered into by Wife, _____, and by Husband, _____, (hereafter called "parties"), who represent the following:

- I. The date and place of the marriage of the parties are:
Date of Marriage: _____ Place of Marriage: _____
2. Differences have arisen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
3. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, and for spousal support, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

I. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

II. Division of Property

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

A. Real Property (Real Estate)

- ☐ We have no real property.
- ☐ The husband has real property which he owned prior to this marriage and the wife is waiving her claims to his real property, now and in the future. The property is located at:

- ☐ The wife has real property which she owned prior to this marriage and the husband is waiving his claims to her real property, now and in the future. The property is located at:

- ☐ The parties jointly own real property and agree to dispose of it as follows:
Location: _____ Disposed of as follows: _____

- ☐ Each party shall pay for and hold the other harmless from any debt owing on real property they receive unless otherwise stated in this agreement.

B. Motor Vehicles

- ☐ There are no motor vehicles titled in either party's name.
- ☐ Husband shall receive, free and clear of any claims of the wife, all right, title, and interest in the following motor vehicles:

- ☐ Wife shall receive, free and clear of any claims of the husband, all right, title, and interest in the following motor vehicles:

- ☐ Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive unless otherwise stated in this agreement.

C. Household Goods and Personal Property

- ☐ We agree that our household goods and personal property are already divided, and we are satisfied with the division.

- ☐ Husband shall receive the following household goods: _____

- ☐ Wife shall receive the following household goods: _____

- ☐ See the attached list for the division of household goods.

D. Bank Accounts (checking, savings, credit union, certificate of deposit)

- ☐ We agree that our accounts are already divided, and we are satisfied with the division.

- ☐ Husband shall receive the following account(s): (list the type and account number)

- ☐ Wife shall receive the following account(s): (list the type and account number)

- ☐ We have no accounts.

E. **Stocks and/or Bonds**

- ☐ We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.
- ☐ Husband shall receive the following stocks/bonds: _____
- ☐ Wife shall receive the following stocks/bonds: _____
- ☐ We do not have any stocks/bonds.

F. **Pension/Profit Sharing, IRA, 401 K and/or other Retirement Plans**

- ☐ We agree that these assets are already divided, and we are satisfied with the division.
- ☐ Husband shall receive the following: _____
- ☐ Wife shall receive the following: _____
- ☐ We do not have any of the above.

G. **Life Insurance**

- ☐ We agree that the cash value of all life insurance policies has already been divided.
- ☐ Husband shall receive the following life insurance policy, free and clear of any claims of the wife: _____
- ☐ Wife shall receive the following life insurance policy, free and clear of any claims of the husband: _____
- ☐ The parties have no life insurance policies with a cash value.

III. **Spousal Support**

- ☐ Neither the wife nor the husband shall pay spousal support now or in the future to the other.
- ☐ _____ shall pay spousal support to _____ in the amount of _____ per month, plus a 2% processing fee, payable through the Tuscarawas County Child Support Enforcement Agency (CSEA) effective _____ 20____, which shall terminate upon the happening of the earliest of the following events:
 1. After a period of _____ months;
 2. Death of the spouse receiving or paying the spousal support;
 3. Cohabitation with another person by the spouse receiving support;
 4. (Other): _____

The parties agree that the Court **shall/shall not** have continuing jurisdiction to modify spousal support.
(Circle one)

IV. Debts

- ☐ Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution.
- ☐ We have no debts.
- ☐ We agree to the payment of all debts we owe as follows:

	Creditor	Purpose of Loan	Approximate Balance	Who will pay Husband/Wife
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

V. Non-Use of Other's Credit

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

Vi. Name Change

The wife does/does not request she be restored to a former name: _____

VII. Complete Disclosure

Each Party Has Made a Full and Complete Disclosure of Their Assets and Property, and Neither Has Knowledge of Any Property of Any Kind in Which the Parties Have Any Interest. In the Event it Is Discovered That Either Party Has Failed to Disclose, Whether Knowingly or Inadvertently, an Asset the Value of Which Is Greater than \$1,000.00, the Other Party Shall Be Entitled to One-half of Its Value Upon Written Request

VIII. Incorporation into Decree

If either the husband or the wife files an action for divorce or legal separation, or if they jointly institute proceedings for a dissolution, in this state or elsewhere, this agreement shall be presented to the court in such proceeding with the request that it be adjudicated to be fair, just, and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the court.

Ix. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

X. Performance of Necessary Acts

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

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof if lieu of the documented regularly required for such conveyance or transfer.

XI. Other

☐ We agree to the following additional matters: _____

XII. Severability

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

XIII. Applicable Law

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

XIV. 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, cause, or thing up 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 waive all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Witness

Petitioner/Wife's Signature

Witness

State of Ohio
County of _____

Acknowledgment

The foregoing Separation Agreement was signed and acknowledged before me by _____ this
_____ day of _____, 20 _____ (Wife)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Petitioner/Husband's Signature

Witness

State of Ohio
County of _____

Acknowledgment

The foregoing Separation Agreement was signed and acknowledges before me by _____ this
_____ day of _____, 20 _____ (Husband)

Notary Public, State of Ohio
My Commission Expires _____

**Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Petitioner,

-and-

Judge _____

Case No. _____

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Petitioner,

Shared Parenting Plan

Pursuant to §3109.04 (D) of the Ohio Revised Code, the Parties hereby request the Court to grant to them Shared Parenting and control of their minor child(ren), in accordance with the terms set forth in the following Shared Parenting Plan:

JOINT CARE AND CONTROL

- A. The Parties are the parents of the following child(ren) born to or adopted by them, and currently under the age of 19. The Parties have no other issue between them.

_____	, date of birth _____	SSN: _____
_____	, date of birth _____	SSN: _____
_____	, date of birth _____	SSN: _____
_____	, date of birth _____	SSN: _____
_____	, date of birth _____	SSN: _____
_____	, date of birth _____	SSN: _____

- B. The Parties have given considerable thought to the question of allocating parental rights and responsibilities and the manner in which the child(ren)'s best interests may be served. The Parties desires for the Court to approve this Shared Parenting Plan filed with their Petition for Dissolution of Marriage.

C. In the exercise of their obligations and duties, the Parties will discuss and cooperate on matters pertaining to the child(ren)'s health, education, and general welfare, acknowledging that the general well-being of the child(ren) is of paramount importance, and the Parties, therefore, will abide by the spirit of the Shared Parenting Plan, as well as its written provisions in so far as the welfare of the child(ren) is concerned. At all times during the term of this plan, each Party shall make a dedicated and sincere effort to foster love and respect between the child(ren) and the other Party, with a view to the Parties cooperating to adopt and follow a harmonious policy toward the upbringing and welfare of the child(ren), which shall include:

1. To allow the child(ren) to spend as much time as is practical with each Party;
and
2. To provide that the Parties each shall share the reasonable expenses in connection with the care and support of the child(ren); and
3. In matters concerning the education, religious upbringing, and social activities, medical care and attention, the Parties shall consult and mutually agree with each other as to the best interest of said child(ren); and
4. That each Party shall be able to enjoy his or her parental rights and relationships with the child(ren), free from the interference and harassment of the other Party, or family members of the other Party.

D.

1. For the time sharing allocated within this agreement, the Parties agree that Wife shall be designated the primary residential parent and legal custodian of the following minor child(ren):

_____, date of birth _____ SSN: _____
_____, date of birth _____ SSN: _____
_____, date of birth _____ SSN: _____

2. For the time sharing allocated within this agreement, the Parties agree that Husband shall be designated the primary residential parent and legal custodian of the following minor child(ren):

_____, date of birth _____ SSN: _____
_____, date of birth _____ SSN: _____
_____, date of birth _____ SSN: _____

The other Party shall have time sharing companionship rights in the following manner:

☐

According to this Court's Visitation Schedules and Rules set out in the Court's Standard Visitation Orders attached as Schedules A, B and C and incorporated herein.

☐

Other time sharing as specifically set forth here: _____

- E. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.
- F. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party in only a short time period prior to the occurrence of the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each party shall have full access to the school records of the child(ren) as provided by law.
- G. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).
- H. Each Party shall have access to all medical records of the child(ren) as provided by law.

Check **either** 1, 2 or 3 below and complete:

1. ☐ The _____ **shall provide** health insurance for the minor child(ren) of the Parties. The insurance carrier is _____ whose address is _____
Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.
2. ☐ **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren). The _____'s insurance carrier, whose address is _____, shall be primary and the _____'s insurance carrier, whose address is _____, shall be secondary. Proof of insurance, insurance forms and an insurance card shall be submitted to the other party.

A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

3. ☐ **Neither Party** has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either Party, they shall obtain the insurance and notify the other Party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

Any "**ordinary**" medical, dental, optical, prescription and related health care expenses for the child(ren), defined as the amount of \$100.00 per year per child not covered by insurance, shall be paid by the custodial parent. The cost of any uninsured medical, dental, optical, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year per child shall be considered "**extraordinary**" medical and related health care expenses and shall be divided between the Parties as follow:

_____ % by father

_____ % by mother

1. **Child Support - Court Calculated**

Wife/Husband shall pay to husband/wife as and for the support of the Parties' child(ren), the sum as provided by the Ohio Child Support Guidelines, to be established by the Court at the final hearing based on financial information furnished to the Court by the affidavit attached to the Petition.

The support shall be set out as an amount per month per child, plus processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the Tuscarawas County CSEA, 154 Second Street, NE, PO Box 1016, New Philadelphia, Ohio 44663.

The child support obligation shall be effective (date)_____. Any support not paid through the CSEA shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law.

- J. In the event both Parties choose to enroll the child(ren) in non-public schooling, they shall split the cost of all school, tuition and related expenses in connection with non-public schooling and the same percentages as set forth in the child support guideline calculation, or as follows:

Husband _____ %

Wife _____ %.

In the event that the Parties do not agree to enroll the child(ren) in non-public schooling, and the primary residential parent chooses to enroll the child(ren) in non-public schooling, then the Party making this decision shall be responsible for all school, tuition and related expenses in connection with non-public schooling.

- K. Check **either** 1 or 2 below and complete:

1. ☐ Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. ☐ Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: _____

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year.

- L. Transportation to accomplish the rights of companionship as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)

1. ☐ Each Party shall drive half-way during each companionship period, with the parties meeting at the following mutually convenient location to exchange the minor child(ren): _____

2. ☐ The Party exercising the rights of companionship shall provide all transportation for the exercise;

3. ☐ The transportation shall be divided equally between the Parties. The non-primary residential party shall provide transportation at the beginning of each companionship period, and the primary residential party shall provide transportation at the end of each companionship period.

4. ☐ Other:

Dated at _____, Ohio, this _____ day of _____, 20____

Witness

Petitioner/Wife's Signature

Witness

State of Ohio

Acknowledgment

County of _____

This Shared Parenting Plan was signed and acknowledged before me by _____ this
_____ day of _____, 20____ (Wife)

Notary Public, State of Ohio

My Commission Expires _____

Dated at _____, Ohio, this _____ day of _____, 20____

Witness

Petitioner/Husband's Signature

Witness

State of Ohio

Acknowledgment

County of _____

This Shared Parenting Plan was signed and acknowledged before me by _____ this
_____ day of _____, 20____ (Husband)

Notary Public, State of Ohio

My Commission Expires _____

IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO
GENERAL TRIAL DIVISION

DOMESTIC CASE

Plaintiff(s),

vs.

Defendant(s).

Case Number: _____

Judge: _____

Has this case been previously filed and dismissed?

Check one: ☐ Yes ☐ No

If yes, list case number and judge: _____

List all related pending case(s), including case number and judge: _____

DOMESTIC CATEGORIES: Place (X) in ONE CATEGORY ONLY

A. ☐ Termination of Marriage w/children (Divorce)

G. ☐ Support Enforcement/Modification

B. ☐ Termination of Marriage w/o children (Divorce)

H. ☐ Domestic Violence

C. ☐ Dissolution of Marriage w/children

I. ☐ U.I.F.S.A.

D. ☐ Dissolution of Marriage w/o children

J. ☐ Parentage

E. ☐ Change of Custody

K. ☐ Other (i.e., Foreign Support
Enforcement, Warrants, Spousal
Support Enforcement)

F. ☐ Visitation Enforcement/Modification

Mediation: Is this case appropriate for mediation?

Check one: ☐ Yes ☐ No

Firm Name (Print or Type)

Attorney of Record (Print or Type)

Address

Signature

Telephone

Attorney Registration Number

**In the Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____

Address: _____

SS#: _____

DOB: _____

Telephone #: _____

Driver's License #: _____

Petitioner,

-and-

Name: _____

Address: _____

SS#: _____

DOB: _____

Telephone #: _____

Driver's License #: _____

Petitioner,

Judge _____

Case No. _____

Child Support Worksheet

Financial Affidavit - Husband

I, _____ Petitioner Husband, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)

2. I earn \$ _____ **per hour/per week/per month.**
(circle one)

3. I work an average of _____ hours per week.

4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)

5. I receive workers' compensation or disability insurance benefits of \$ _____
per week/per month.
(circle one)

6. I received other income in the amount of \$ _____ **per month/per year.**
(circle one)

I receive this income from: _____
(List source, including self-employment income if applicable)

7. My gross income for last year was \$ _____

8. My year-to-date gross income for this year is \$ _____, through _____
(date)

9. I **do/do not** have health insurance available for the minor child(ren).
(circle one)

The insurance costs \$ _____ **per week/per month.**
(circle one)

A) The cost to cover myself only is \$ _____ **per week/per month.**
(circle one)

B) The extra cost to cover the child(ren) is \$ _____ **per week/per month.**
(circle one)

I 0. I pay work-related/education-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____ **per week/per month.**
(circle one)

I 1. I am the biological parent of _____ other minor child(ren) who live in my
(number of children)
home. I receive \$ _____ per month in court-ordered child support for these other
minor biological child(ren).

12. I pay _____ percent city income tax.

13. I pay union dues in the amount of \$ _____

14. I pay \$ _____ per month in court-ordered spousal support to my ex-wife.

15. I pay \$ _____ per month in court-ordered child support for another child(ren).

16. A Shared Parenting Plan is/is not attached to the Petition that has been filed with the Court.
(circle one)

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day of _____ 20____

Notary Public

**In the Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____ :
Address: _____ :
_____ : Judge _____
SS#: _____ :
DOB: _____ : Case No. _____
Telephone #: _____ :
Driver's License #: _____ :
Petitioner, _____ :

-and-

Name: _____ : **Child Support Worksheet**
Address: _____ : **Financial Affidavit - **Wife****
_____ :
SS#: _____ :
DOB: _____ :
Telephone #: _____ :
Driver's License #: _____ :
Petitioner, _____ :

I, _____ Petitioner, Wife, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____.
(include name and address)
2. I earn \$ _____ **per hour/per week/per month.**
(circle one)
3. I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)
5. I receive workers' compensation or disability insurance benefits of \$ _____
per week/per month.
(circle one)
6. I received other income in the amount of \$ _____ **per month/per year.**
(circle one)

I receive this income from: _____.
(List source, including self-employment income if applicable)

7. My gross income for last year was \$ _____.
8. My year-to-date gross income for this year is \$ _____, through _____.
(date)
9. I **do/do not** have health insurance available for the minor child(ren).
(circle one)
The insurance costs \$ _____ **per week/per month**.
(circle one)
- A) The cost to cover myself only is \$ _____ **per week/per month**.
(circle one)
- B) The extra cost to cover the child(ren) is \$ _____ **per week/per month**.
(circle one)
10. I pay work-related/education-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____ **per week/per month**.
(circle one)
11. I am the biological parent of _____ other minor child(ren) who live in my
(number of children)
home. I receive \$ _____ per month in court-ordered child support for these other
minor biological child(ren).
12. I pay _____ percent city income tax.
13. I pay union dues in the amount of \$ _____.
14. I pay \$ _____ per month in court-ordered spousal support to my ex-husband.
15. I pay \$ _____ per month in court-ordered child support for another child(ren).
16. A Shared Parenting Plan **is/is not** attached to the Petition that has been filed with the Court.
(circle one)

Signature of Petitioner Wife

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

Notary Public

**Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License # : _____
Petitioner,

Judge _____

Case No. _____

-and-

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License # : _____
Petitioner,

**Magistrate's Decision/
Judgment Entry
Decree of Dissolution
(With Minor Children)**

This matter was considered by _____, Magistrate, Court of Common Pleas,
Tuscarawas County, Ohio, General Trial Division on (date) _____, on the Petition of the parties. Both
parties were present in court. Neither party was represented by legal counsel. Upon consideration of the
testimony, the court makes the following orders:

Findings Of Fact

1. At least one of the parties was a resident of the State of Ohio for not less than six months and a resident of Tuscarawas County for at least ninety (90) days immediately prior to filing this Petition.
2. The parties have waived service of summons.

3. This matter was heard not less than thirty (30) nor more than ninety (90) days after the filing of the Petition.
4. Petitioner _____ is social security number is _____ and date of birth is _____
 Petitioner _____'s social security number is _____
 and date of birth is _____
5. The parties were married on _____, at _____ and the minor children born or adopted during this marriage currently under the age of 19 are as follows:
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
6. The wife is not pregnant.
7. The parties have voluntarily entered into and executed a Separation Agreement and Shared Parenting Plan (if applicable), which provides for the division of their property, child related issues and spousal support, where applicable. The Separation Agreement and Shared Parenting Plan (if applicable) are attached hereto and incorporated herein.

Recommendations

1. A dissolution of marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement and Shared Parenting Plan (if applicable) are found to be fair and equitable and is approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement and Shared Parenting Plan (if applicable).
4. Based on the attached Child Support Guideline worksheet, wife/husband shall pay to husband/wife
 (circle one) (circle one)
 child support in the sum of _____ per month per child for each of the _____ child(ren) of the parties. The support shall be effective _____ and shall be paid through the Tuscarawas County CSEA plus processing fee as provided in paragraph seven (7) of the Separation Agreement and of paragraph _____ of the Shared Parenting Plan (if applicable).

ALL CHILD SUPPORT AND SPOUSAL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE OR A

3. This matter was heard not less than thirty (30) nor more than ninety (90) days after the filing of the Petition.
4. Petitioner _____ is social security number is _____ and date of birth is _____
 _____ Petitioner _____'s social security number is _____
 _____ and date of birth is _____
5. The parties were married on _____, at _____ and the minor children born or adopted during this marriage currently under the age of 19 are as follows:
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
 _____, date of birth _____ SSN: _____
6. The wife is not pregnant.
7. The parties have voluntarily entered into and executed a Separation Agreement and Shared Parenting Plan (if applicable), which provides for the division of their property, child related issues and spousal support, where applicable. The Separation Agreement and Shared Parenting Plan (if applicable) are attached hereto and incorporated herein.

Recommendations

1. A dissolution of marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement and Shared Parenting Plan (if applicable) are found to be fair and equitable and is approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement and Shared Parenting Plan (if applicable).
4. Based on the attached Child Support Guideline worksheet, wife/husband shall pay to husband/wife
 (circle one) (circle one)
 child support in the sum of _____ per month per child for each of the _____ child(ren) of the parties. The support shall be effective _____ and shall be paid through the Tuscarawas County CSEA plus processing fee as provided in paragraph seven (7) of the Separation Agreement and of paragraph _____ of the Shared Parenting Plan (if applicable).

ALL CHILD SUPPORT AND SPOUSAL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE OR A

11. ☐ The wife's name is changed to her former name of _____

☐ The wife's name is not changed.

12. Court costs shall be paid from the deposit. Any balance remaining shall be assessed V2to each of the parties.

13. The Clerk of Courts is ordered to close the case file and remove it from the pending case docket.

DATE: _____

Magistrate

Approved and Objections Waived:

Petitioner/Wife

Petitioner/Husband

JUDGMENT ENTRY

The Court, having made an independent analysis of the issues and the applicable law, hereby approves and adopts the Magistrate's Decision and incorporates the Decision by reference as if fully restated and adopts the Recommendations to Final Orders effective with the journalization of this Judgment Entry.

DATE: _____

Judge

cc: Petitioner _____

Petitioner _____

CSEA