



Domestic Relations Institute

Presented by the CBA Domestic Relations Practice Group

Friday, May 10, 2019



DOMESTIC RELATIONS INSTITUTE

Friday, May 10, 2019

8:55 a.m.	Welcome & Opening Remarks	
9 a.m.	Case Law Update Timothy A. Tepe, Esq., <i>Dinsmore & Shohl LLP</i>	TAB A
10:15 a.m.	Networking Break	
10:30 a.m.	Managing Parental Conflicts: Investigation and Coordination Erinn McKee Hannigan, Esq., <i>Stagnaro Hannigan & Koop Co. LPA</i> , Elizabeth R. Murray, Esq., <i>Frost Brown Todd LLC</i> Kimberly Kent, LISW-F, <i>Supervisor, Hamilton County Domestic Relations Court Dispute Resolution Department</i> Gina James, LPC, <i>Hamilton County Domestic Relations Courts, Dispute Resolution Department</i>	TAB B
11:30 a.m.	Tax Law Update Rebekah Smith, CPA, <i>GBQ Consulting</i>	TAB C
12:30 p.m.	Group Luncheon & CLE Presentation	
1 to 1:15 p.m.	Luncheon CLE Presentation: e-Filing Update Aftab Pureval, <i>Hamilton County Clerk of Courts</i> Hon. Amy L. Searcy, <i>Hamilton County Domestic Relations Court</i>	TAB D
1:30 p.m.	Judicial Panel Discussion: Child & Spousal Support Considerations Moderator: Panelists: Ralph P. Ginnochio, Esq., <i>Schimpf Ginocchio & Kehres Co. LPA</i> Hon. Jeffrey T. Kirby, <i>Warren County Domestic Relations Court</i> , Hon. Kathleen M. Rodenberg, <i>Clermont County Domestic Relations Court</i> Hon. Amy L. Searcy	TAB E
2:45 p.m.	Networking Break	
3 p.m.	Legislative Update Karen R. Brinkman, Esq., <i>Brinkman & Associates</i>	TAB F
3:15 p.m.	Ethics: Tame the Digital Chaos – Time, Task, Email & Deadline Management Paul Unger, J.D., <i>Affinity Consulting</i>	TAB G
4:15 p.m.	DR Arbitration Gregory L. Adams, Esq., <i>Croswell & Adams Co. LPA</i> Phyllis G. Bossin, Esq., <i>Phyllis G. Bossin & Associates A Legal Professional Association</i>	TAB H
4:45 p.m.	Adjourn to Reception Sponsored by Thomson Reuters	

TAB A





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Services

- Private Client & Family Wealth Planning
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Education

- University of Cincinnati College of Law (J.D., 1987)
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Bar Admissions

- Ohio

Court Admissions

- U.S. Tax Court
- U.S. District Court for the Southern District of Ohio

Affiliations/Memberships

- American Bar Association
- Ohio State Bar Association
- Cincinnati Bar Association
 - Domestic Relations Court Committee chair
 - Family Law Committee chair

Distinctions

- Certified by the State of Ohio as a Certified Specialist in Family Relations Law
- Peer Review Rated AV in *Martindale-Hubbell*
- *Best Lawyers*®

- Family Law
- "Lawyer of the Year" in *Cincinnati for Family Law (2016)*
- Ohio *Super Lawyers*® Family Law
- Fellow, American Academy of Matrimonial Lawyers

Experience

Personal Representation of Foreign International Individuals

We have represented numerous foreign international individuals in such personal matters as divorce, custody, private law, personal tax and estate planning.

CASE LAW UPDATE FOR 2018-2019
TIMOTHY A. TEPE
Dinsmore & Shohl LLP

I. Federal Case

Taglieri v. Monasky, 907 F.3d 404 (6th Cir. 2018) (*en banc*)

Hague Case.

Ninety-nine countries, including the United States and Italy, have signed the Hague Convention on the Civil Aspects of International Child Abduction, Oct. 25, 1980, T.I.A.S. No. 11,670, 1343 U.N.T.S. 89. See Status Table, HCCH, <https://www.hcch.net/en/instruments/conventions/status-table/?cid=24> (last updated Sept. 12, 2018). The treaty addresses a pressing and never-ceasing policy problem—the abductions of children by one half of an unhappy couple. The Convention's mission is basic: to return children "to the State of their habitual residence," to require any custody disputes to be resolved in that country, and to discourage parents from taking matters into their own hands by abducting a child. Hague Convention pmbl.

Federal law, namely the International Child Abduction Remedies Act, implements the Hague Convention and hews to the treaty's language. 22 U.S.C. § 9001 *et seq.* A parent may petition a federal or state court to return abducted children to their country of habitual residence. *Id.* § 9003(b). The federal or state court determines whether to return the child. *Id.* § 9001(b)(4). Courts in the country of habitual residence then determine the "merits of any underlying child custody claims." *Id.* The parent seeking return of a child must prove by a preponderance of evidence that the child was "wrongfully removed... within the meaning of the Convention." *Id.* § 9003(e)(1)(A). The Hague Convention defines wrongful removal as taking a child in violation of custodial rights "under the law of the State in which the child was habitually resident immediately before the removal." Hague Convention art. 3.

The key inquiry in many Hague Convention cases, and the dispositive inquiry here, goes to the country of the child's habitual residence. Habitual residence marks the place where a person customarily lives. See *Webster's New International Dictionary* 1122, 2119 (2d ed. 1942) (defining "residence" as a place where a person "actually lives" and "habitual" as "customary").

In answering that question, we must let district courts do what district courts do best—make factual findings—and steel ourselves to respect what they find. While we review transcripts for a living, they listen to witnesses for a living. While we largely read briefs for a living, they largely assess the credibility of parties and witnesses for a living. Consistent with the comparative advantages of each role, clear-error review is highly deferential review. In the words of the Supreme Court, we leave fact finding to the

district court unless we are "left with the definite and firm conviction that a mistake has been committed." United States v. U.S. 409*409 Gypsum Co., 333 U.S. 364, 395, 68 S.Ct. 525, 92 L.Ed. 746 (1948). In the words of the Sixth Circuit, we leave this work to the district court unless the fact findings "strike us as wrong with the force of a five-week-old, unrefrigerated dead fish." United States v. Perry, 908 F.2d 56, 58 (6th Cir. 1990)(quotation omitted).

Sixth Circuit finds that trial court applied correct test and that the factual determination that the parents intended for the child's habitual residence to be in Italy.

II. Ohio Supreme Court Case

Thomasson v. Thomasson
2018-Ohio-2417
Supreme Court of Ohio

Guardian ad litem for Spouse in a Divorce.

In divorce action where trial court appointed a guardian ad litem for wife pursuant to Civ.R. 75(B)(2) without notice or chance to be heard regarding competency, court of appeals erred in dismissing wife's appeal for lack of a final appealable order since appointment was made during a divorce action which qualifies as a special proceeding, the lack of due process implicated a substantial right, and effective protection requires immediate review, R.C. 2505.02(B)(2).

Trial Court, sua sponte, issued an order appointing a GAL under Civ.R. 75(B)(2).

[¶ 1] Appellant, Carol J. Thomasson ("Carol"), has asked us to reverse a judgment of the Eighth District Court of Appeals and hold that the trial court's order appointing a guardian ad litem ("GAL") to act on her behalf in her divorce case is a final, appealable order under R.C. 2505.02(B)(2). Carol has also asked us to conclude that the order violates her due-process rights and that it should be vacated as a result.

[¶ 2] In the case at bar, the Cuyahoga County Court of Common Pleas, Domestic Relations Division, issued an order appointing a GAL to represent Carol without providing her with prior notice or an opportunity to be heard on the issue. The order was issued during a special proceeding and affects a substantial right, and Carol will not be provided adequate relief if she is not permitted to immediately appeal the order. Therefore, the order is a final, appealable order under R.C. 2505.02(B)(2), and we reverse the judgment of the court of appeals. Further, the lack of proper process violated Carol's due-process rights, and we therefore vacate the trial court's order and remand the case to the trial court for further proceedings.

A. Civ.R. 75(B)(2) and 17(B)

[¶ 8] The trial court's order cites Civ.R. 75(B)(2) as authority for appointing a GAL to represent Carol. Courts of appeals have found that an order issued pursuant to Civ.R. 75(B)(2) is not a final, appealable order. See, e.g., *Davis v. Lewis*, 10th Dist. Franklin Nos. 98AP-661 and 98AP-1284, 1999 WL 77221, *2 (Feb. 18, 1999). But Civ.R. 75(B)(2) does not apply to adults; instead, the rule permits the trial judge presiding over a divorce proceeding to join a "child" of the divorcing parties as a party defendant and permits the trial court to appoint a GAL "for the child." Therefore, Civ.R. 75(B)(2) does not apply to this case, and caselaw on the appealability of orders properly relying on that rule is not relevant to this appeal.

[¶ 9] Neither the lower courts nor the parties have cited any rule that permits a trial court to appoint a GAL for a competent adult. However, under Civ.R. 17(B), "[w]hen a minor or incompetent person is not otherwise represented in an action the court shall appoint a guardian ad litem or shall make such other order as it deems proper for the protection of such minor or incompetent person." Carol is not a minor child; thus, the only reasonable interpretation of the trial court's order is that the court found it necessary to appoint a GAL for Carol because the court determined that she is an incompetent person who does not otherwise have an appropriate representative.

1. Special Proceeding

[¶ 12] R.C. 2505.02(A)(2) defines "special proceeding" as "an action or proceeding that is specially created by statute and that prior to 1853 was not denoted as an action at law or a suit in equity." As we have previously stated, divorce, a statutory [106 N.E.3d 1243] matter that did not exist at common law, qualifies as a special proceeding. *Wilhelm-Kissinger v. Kissinger*, 129 Ohio St.3d 90, 2011-Ohio-2317, 950 N.E.2d 516, ¶ 6. Carol was provided a GAL for her divorce proceeding; the order appointing the GAL was, therefore, made during a special proceeding.

3. Effective Protection Requires Immediate Review

[¶ 22] In *Bell*, 67 Ohio St.3d 60, 616 N.E.2d 181, which preceded the 1998 amendments to R.C. 2505.02 that provided a statutory definition of "substantial right," this court decided that an "order which affects a substantial right has been perceived to be one which, if not immediately appealable, would foreclose appropriate relief in the future," *id.* at 63, 616 N.E.2d 181, citing *Union Camp Corp., Harchem Div. v. Whitman*, 54 Ohio St.2d 159, 162, 375 N.E.2d 417 (1978); *State v. Collins*, 24 Ohio St.2d 107, 110, 265 N.E.2d 261 (1970); *Morris v. Invest. Life Ins. Co. of Am.*, 6 Ohio St.2d 185, 189, 217 N.E.2d 202 (1966); and *In re Estate of Wyckoff*, 166 Ohio St. 354, 359, 142 N.E.2d 660 (1957). In *Bell*, the court held that an order directing a party to submit

materials requested in discovery for in camera inspection was not a final, appealable order. Bell at 65, 616 N.E.2d 181. The court noted, however, that if the trial court ordered, after in camera inspection, that some documents that were alleged to have been privileged should be disclosed, that order would be appealable. Id. at 64, 616 N.E.2d 181.

[¶ 27] These cases are instructive. In the case at bar, similar to the situation described by this court in Wilhelm-Kissinger regarding disqualification of chosen counsel, the trial court's order appointing a GAL to represent Carol, if left undisturbed, would have an immediate effect; Carol's autonomy would be immediately diminished because she would be treated as though she had been adjudicated incompetent and as a result, her judgment, inclinations, and intelligence would be replaced, at least to some extent, by those of the GAL. Additionally, and again analogous to this court's reasoning in Wilhelm-Kissinger, since Carol was not actually adjudicated to be incompetent, it is hard to understand how the trial court could revisit a nonexistent adjudication.

III. First District Court of Appeals

Pleading

Etheridge v. Etheridge
2018-Ohio-2537
1st Appellate District

In divorce action, trial court did not err in issuing judgment for wife on grounds that the parties had not lived together for a year as alleged in wife's amended counterclaim, even though that fact was not true at time of wife's original counterclaim, where Civ.R. 15(C) does not prohibit an amendment to allege facts that arose after the filing of the original complaint and Civ.R. 15(E) expressly permits such a supplemental pleading.

{¶4} Ian did not move to dismiss or otherwise object to Catherine's amended counterclaim, and he has failed to demonstrate plain error on appeal. See State v. Rodgers, 143 Ohio St.3d 385, 2015-Ohio-2459, 38 N.E.3d 860, ¶ 21-22 (to show plain error, the appellant must demonstrate obvious error that affected the outcome of the trial). Notice pleading is all that is required under Civ.R. 8(A). Regarding the entry, the trial court was not required to "echo the words" of R.C. 3501.05(J). See Condit v. Condit, 190 Ohio App.3d 634, 2010-Ohio-5202, 943 N.E.2d 1041, ¶ 25-27 (1st Dist.). We find this argument to be without merit.

{¶5} Next, Ian asserts that the trial court erred as a matter of law because Civ.R. 15(C) requires that the allegations in Catherine's amended counterclaim relate back to the date of her original counterclaim. According to Ian, he and Catherine had not been separated for a year at the time Catherine counterclaimed in 2014. Ian misreads Civ.R. 15.

{¶6} In general, Civ.R. 15(C) lets a party overcome a potential statute of limitations issue by allowing amendments to a complaint to relate back to the date of an original

filing under certain circumstances. See Staff Notes to Civ.R. 15(C). Civ.R. 15(C) does not prohibit an amendment to allege facts that arose after the filing of the original complaint. In fact, Civ.R. 15(E) expressly permits such a supplemental pleading. Ian's sole assignment of error is overruled. The trial court's judgment is affirmed.

Frivolous conduct—Filing in the General Division to Enforce Separation Agreement

Gauthier v. Gauthier
2018-Ohio-4970
1st Appellate District

In divorce action where parties' separation agreement included a personal-property agreement, trial court erred in ruling that defendant-husband's filing of a claim in common pleas court that wife converted property to which he was entitled constituted frivolous conduct where it was not unreasonable after a divorce decree had been issued to file personal-property claims in common pleas court rather than domestic relations court, R.C. 2323.51.

{¶1} This is an appeal from the trial court's award of attorney fees and costs in favor of defendants-appellees/cross-appellants Su Kang Gauthier ("Su") and Robert A. Klingler. Su and Klingler had sought fees under two separate theories: that plaintiff-appellant/cross-appellee Forrest Gauthier ("Forrest") and his counsel had engaged in frivolous conduct under R.C. 2323.51 by filing the underlying lawsuit, and that Su was entitled to fees under a prior addendum agreement executed by the parties. The court awarded Su and Klingler approximately \$96,000 after determining that Forrest and his counsel had engaged in frivolous conduct under R.C. 2323.51, but it determined that it did not have jurisdiction to award fees under the addendum agreement.

{¶17} In finding that the conduct of Forrest and his counsel was frivolous, the trial court held that "[n]o reasonable attorney would file an action in the General Division of the Hamilton County Court of Common Pleas on the question of division of marital property after litigating the same nucleus of operative facts in the Domestic Relations Division of the Warren County Court of Common Pleas." The court did not specifically address whether the claims under the addendum agreement were frivolous, but it awarded Su and Klingler all requested fees and costs.

{¶18} Because the trial court's determination that the conduct of Forrest and his counsel was frivolous pursuant to R.C. 2323.51(A)(2)(a)(ii) involves a legal analysis, we conduct a de novo review. *Stremmel v. Demmery*, 2d Dist. Miami No. 2016-CA-18, 2017-Ohio-5500, ¶ 21, citing *Breen v. Total Quality Logistics*, 10th Dist. Franklin No. 16AP-3, 2017-Ohio-439, ¶ 11.

1. Personal-Property Claims

{¶19} We first consider whether Forrest and his counsel acted frivolously in asserting the claims under the personal-property agreement that were later found by this court to be barred by claim preclusion and the jurisdictional-priority rule. The test to determine whether an asserted claim is frivolous "is whether no reasonable lawyer would have brought the action in light of existing law." See Pitcher, 1st Dist. Hamilton No. C-160245, 2016-Ohio-5491, at ¶ 15.

{¶20} The Eighth District Court of Appeals has held that "after an action has been fully litigated in the Domestic Relations Court and a judgment entry has been filed granting a divorce and providing for the division of property, the exclusive jurisdiction [of the Domestic Relations Court] is terminated. At that point, there exist[s] concurrent jurisdiction with the Common Pleas Court, General Division." Price v. Price, 16 Ohio App.3d 93, 95-96, 474 N.E.2d 662 (8th Dist.1984).

{¶21} While Forrest's claims under the personal-property agreement were ultimately found to be barred by claim preclusion and the jurisdictional-priority rule, in light of the existing case law on the concurrent jurisdiction between domestic relations courts and general division common pleas courts after the issuance of a divorce decree, the Hamilton County Court of Common Pleas arguably had jurisdiction over the property claims. Therefore, we cannot conclude that the actions of Forrest and his counsel were not warranted under existing law. See R.C. 2323.51(A)(2)(a)(ii).

{¶22} In further support of his conduct, Forrest contends that he filed this action in the Hamilton County Court of Common Pleas because he sought an award of damages that could not be issued by a domestic relations court. This argument is likewise supported by existing law. See Gibson v. Gibson, 87 Ohio App.3d 426, 431, 622 N.E.2d 425 (4th Dist.1993) (holding that domestic relations courts "have, by statute, full equitable powers and jurisdiction appropriate to the determination of all domestic relations matters," but that these powers do not include the authority to enter a judgment for damages).

{¶23} We cannot conclude that no reasonable lawyer would have filed the personal-property claims, which, after a decree of divorce was granted, sought an award of damages on claims for breach of contract and conversion regarding separation of the parties' personal property, in a court of common pleas rather than a domestic relations court. See Pitcher, 1st Dist. Hamilton No. C-160245, 2016-Ohio-5491, at ¶ 15.

{¶24} The trial court erred in concluding that Forrest and his counsel had acted frivolously in filing the personal-property claims in Hamilton County.

{¶31} Under the jurisdictional-priority rule, "when there are courts with concurrent jurisdiction, the court whose powers are first invoked through the initiation of an appropriate legal action acquires jurisdiction to the exclusion of all other courts to adjudicate the issues and to settle the rights of the parties." Zhao v. Zeng, 1st Dist. Hamilton No. C-020131, 2003-Ohio-3060, ¶ 13. Generally, the rule only applies when the claims and parties are the same in both cases. State ex rel. Dunlap v. Sarko, 135

Ohio St.3d 171, 2013-Ohio-67, 985 N.E.2d 450, ¶ 10. When the cases involve different claims or parties, the rule can still apply if the actions are part of the same "whole issue." Id. at ¶ 11; Triton Servs., Inc. v. Reed, 12th Dist. Butler Nos. CA2016-04-028 and CA2016-08-068, 2016-Ohio-7838, ¶ 8. Two cases will be considered part of the same "whole issue" where the cases are pending in courts of concurrent jurisdiction and involve substantially the same parties, and "the ruling of the court subsequently acquiring jurisdiction may affect or interfere with the resolution of the issues before the court where suit was originally commenced." Triton Servs., Inc. at ¶ 9, quoting Michaels Bldg. Co. v. Cardinal Fed. S. & L. Bank, 54 Ohio App.3d 180, 183, 561 N.E.2d 1015 (8th Dist.1988).

Custody

Hammond v. Hammond
2019-Ohio-1219
1st Appellate District

In divorce action, denial of father's post-decree motion to modify custody was not error where magistrate found that the incidents cited by father were not indicative of a change in circumstances as contemplated by statute, R.C. 3109.04(E)(1)(a), and father failed to file necessary evidence for court to review factual determinations by magistrate.

{¶10} The party seeking to modify custody under R.C. 3109.04 must initially demonstrate that a change in circumstances has occurred. Bryan v. Bryan, 161 Ohio App.3d 454, 2005-Ohio-2739, 830 N.E.2d 1216, ¶ 11 (1st Dist.). The change of circumstances claimed must be "a change of substance, not a slight or inconsequential change." Davis v. Flickinger, 77 Ohio St.3d 415, 418, 674 N.E.2d 1159 (1997). See Bryan at ¶ 11, citing Schaeffer v. Schaeffer, 1st Dist. Hamilton Nos. C-020721, C-020722, C-020723, C-030255 and C-030385, 2004-Ohio-2032, ¶ 21, quoting Wyss v. Wyss, 3 Ohio App.3d 412, 416, 445 N.E.2d 1153 (10th Dist. 1982). The trial court has "wide latitude" in considering the evidence and deciding custody issues, including determining whether a "change" has occurred to warrant a change in custody. Flickinger at paragraphs one and two of the syllabus.

IV. Decisions From the 12th District

Nichols v. Nichols
2018-Ohio-1351
12th Appellate District

Child support

Denial of wife's motion to modify husband's child support obligation, which was zero, was not error where, inter alia, trial court considered all the factors under R.C. 3119.22, parties had agreed that neither party would pay child support to the other, and husband made medical and medications payments for children.

{¶ 2} Mother and Father were married and had three children. The parties later divorced, and agreed to split custody so that Mother had primary custody of one child and Father had primary custody of two children. The parties also agreed that neither party would receive child support.

{¶ 3} A month after reaching the agreement, Mother filed a motion to modify child support. A magistrate held a hearing and ordered that Father's child support obligation remain at zero.

{¶ 8} The trial court listed each of the forgoing factors for consideration and addressed the factors that were most pertinent to its determination that a downward deviation to zero was appropriate. The court first considered that Father agreed to pay 100 percent of all out-of-pocket medical expenses for the children. While Mother argues that the medical obligations do not deserve consideration because the children are covered by a state medical card, Father is nonetheless obligated to pay all out-of-pocket medical expenses when they arise. Father also agreed to prepay for medications required by one child who has asthma and ADHD.

{¶ 9} The record also establishes that Mother received \$149, 000 in cash after the divorce, as well as the marital residence and another property debt-free. Father also agreed to pay the mortgage on farm land he received in the divorce, as well as pay all marital bills. Father also paid balances on Mother's Visa and a store credit card totaling over \$20, 500. Moreover, the parties specifically agreed during divorce negotiations that neither party would pay child support to the other. After both parties agreed to split custody of the children, Father has primary custody of two children, while Mother has primary custody of one.

Grilliot-Saddler v. Saddler
2018-Ohio-1689
12th Appellate District

Child support

In divorce action motions by parties to modify child support obligation following administrative adjustment of child support by child support enforcement agency, trial court did not err in calculating father's obligation based upon parties' actual combined gross income where combined income exceeded \$150,000 and court was required to determine needs and standard of living of child and of parties, R.C. 3119.04(B).

{¶ 7} On May 11, 2017, the magistrate issued a decision ordering Father to pay \$1, 280.63 a month in child support, awarding the tax dependency exemption to Mother every year, and ordering that the costs of Olivia's healthcare expenses "be paid 40% by Mother and 60% by Father." Unlike previous calculations, the child support obligation was not calculated based upon a combined gross income of \$150, 000. Citing R.C. 3119.04(B), the magistrate found that upon considering "the needs and standard of living of Olivia, as well as Mother and Father[,] removing the \$150, 000 combined gross income cap on child support is in the best interest of Olivia." The worksheet attached to the magistrate's decision shows that the annual gross income of Father and Mother was \$145, 262 and \$101, 000, respectively.

{¶ 16} R.C. 3119.04(B) eliminated the former requirement that trial courts extrapolate to determine the appropriate amount of child support when the combined gross income of the parents exceeds \$150, 000. *Moore v. Moore*, 182 Ohio App.3d 708, 2009-Ohio-2434, ¶ 16 (3d Dist.); *Cyr v. Cyr*, 8th Dist. Cuyahoga No. 84255, 2005-Ohio-504 (explaining the extrapolation method). R.C. 3119.04(B) "does not prohibit trial courts from extrapolating, nor does the \$150, 000 amount constitute a 'cap' that trial courts may not exceed." *Moore* at ¶ 16. Instead, R.C. 3119.04(B) "leaves the determination entirely to the court's discretion, unless the court awards less than the amount of child support [awarded] for combined incomes of \$150, 000, " in which case the trial court is required to make specific findings. *Cyr* at ¶ 53, 54. In exercising its discretion under R.C. 3119.04(B), the trial court is required to consider the needs and standard of living of both the parties' child and the parties themselves. *Wolf v. Wolf*, 12th Dist. Warren No. CA2008-03-045, 2009-Ohio-1845, ¶ 38.

{¶ 18} As stated above, the parties presented some evidence regarding the needs and standard of living of Olivia and of themselves at the March 2107 hearing. While neither the magistrate nor the trial court made findings in this regard, they were not required to do so as the amount of child support they awarded was not less than the amount of child support awarded for a combined gross income of \$150, 000. The record plainly reflects that the needs and standard of living of Olivia and the parties were considered in the calculation of Father's child support obligation in compliance with R.C. 3119.04(B).

{¶ 19} We note that Father further asserts that the trial court erred in deviating from the \$150, 000 combined gross income when it ordered him to pay \$1, 278.75 a month in child support. However, the trial court "had discretion to award any amount

above the Guidelines amount for a combined income of \$150, 000. Any amount awarded above this baseline amount is not considered a deviation. Because there is no Guidelines figure or extrapolated figure required, there can be no deviation in the award." Cyr, 2005-Ohio-504 at ¶ 57.

Barton v. Retherford
2018-Ohio-2085
12th Appellate District

Property division

The trial court did not err in ruling that agreements made by husband to give wife in real property and inheritance were enforceable where wife provided consideration by assisting husband's ailing father prior to his death.

This case was not in the domestic relations division. Parties got divorced in Florida but Florida court did not divide their property. The Court never mentions possible problem with married persons' ability to contract.

{¶ 4} In the first document entitled "Notice of release of liability of marital debt" and executed on October 14, 2009 ("Notice"), Retherford initially agreed not to hold Barton responsible for any marital debt incurred after September 29, 2009 in consideration for Barton assuming "all of the joint and her individual marital debt, up until September 29, 2009, at which time [she] filed bankruptcy in her name only." Retherford further agreed to share with Barton a one-half interest in the inheritance he was to receive upon his father's death ("Inheritance") "in consideration of the care [Barton] has provided for [his] father during the months of June, July, August, September, 2009 and beyond." According to the Notice, the Inheritance was estimated to consist of "\$250, 000 home, \$100, 000 cash at U.S. Bank, \$100, 000 investment account at Edward Jones, " thereby consisting of \$450, 000 in assets.

{¶ 5} By the second document, a quitclaim deed Retherford executed on November 24, 2010 ("Quitclaim Deed"), Retherford deeded Barton a one-half interest in the real property located at 5742 River Road, Fairfield, Butler County, Ohio ("Property"). It is undisputed that the Property subject to the Quitclaim Deed was Retherford's father's home described in the Notice as the "\$250, 000 home" that Retherford received as part of the Inheritance following his father's death on January 15, 2010. Similar to the Notice discussed above, the Quitclaim Deed specifically stated that "valuable consideration" was given for its execution.

Elements of an Enforceable Contract

{¶ 24} In its most basic form, "[a] contract is generally defined as a promise, or a set of promises, actionable upon breach." Artisan Mechanical, Inc. v. Beiser, 12th Dist. Butler No. CA2010-02-039, 2010-Ohio-5427, ¶ 26, citing Kostelnik v. Helper, 96 Ohio

St.3d, 1, 2002-Ohio-2985, ¶ 16. The essential elements of a contract include "an offer, an acceptance, a meeting of the minds, an exchange of consideration, and certainty as to the essential terms of the contract." *Turner v. Langenbrunner*, 12th Dist. Warren No. CA2003-10-099, 2004-Ohio-2814, ¶ 13. "A valid contract must be specific as to its essential terms, such as the identity of the parties to be bound, the subject matter of the contract, the consideration to be exchanged, and the price to be paid." *Baird v. Crop Prod. Servs.*, 12th Dist. Fayette Nos. CA2011-03-003 and CA2011-04-005, 2012-Ohio-4022, ¶ 19. "Consideration may consist of either a detriment to the promisee or a benefit to the promisor." *Williams v. Ormsby*, 131 Ohio St.3d 427, 2012-Ohio-690, ¶ 16, citing *Irwin v. Lombard Univ.*, 56 Ohio St. 9, 19 (1897). "A benefit may consist of some right, interest, or profit accruing to the promisor, while a detriment may consist of some forbearance, loss, or responsibility given, suffered, or undertaken by the promisee." *Id.*

Property Division, Attorney Fees, Child support, Spousal Support, Imputed Income

Lykins v. Lykins
 2018-Ohio-2144
 12th Appellate District

Issue with regard to appreciation on premarital property.

Husband owned various parcels of real estate at time of marriage.

Property	1996 Value	2016 Value	Increase/Decrease
2875 Millbank Road	\$69, 000	\$90, 000	\$21, 000
8413 Reading Road	\$95, 000	\$45, 000	(\$50, 000)
8415 Reading Road	\$90, 000	\$39, 000	(\$51, 000)
8424 Reading Road	\$125, 000	\$150, 000	\$25, 000
Total	\$379, 000	\$324, 000	(\$55, 000)

Husband "disparaged law enforcement officers, mental health providers, the Guardian ad Litem and the judge in front of the children." The trial court then reiterated its finding that it was in the children's best interest that Wife be designated sole residential parent due to numerous factors, including Husband's anger management issues and narcissistic personality, as well as the "overwhelming" evidence that Wife was more likely to honor and facilitate court ordered parenting time.

{¶ 8} As for who managed these properties, the trial court found Husband actively managed the rental properties both before and after his marriage to Wife, thereby finding Husband's testimony that some other person managed the properties not credible. As it relates to the net income from these rental properties, the trial court found "the net income from the four rentals was marital income due to being placed in the joint bank account, but the reduction of the mortgage balances in the properties is not marital property." In so holding, the trial court found that it would be inequitable "to find that the reduction in equity of [Husband's] separate property should be found to be marital property, particularly in light of the fact that the overall fair market value of the properties depreciated by \$55, 000 during the marriage."

{¶ 13} Moreover, as it relates Wife's request for Husband to pay her attorney fees, the trial court ordered Husband to pay \$10, 000 of Wife's incurred attorney fees, which at that time totaled more than \$53, 000. In reaching this decision, the trial court determined that Husband, who consulted with at least six attorneys during the pendency of this matter, but otherwise appeared pro se during a majority of these proceedings, "fail[ed] to comply with discovery requests, filed improper discovery requests and filed numerous repetitive or unnecessary motions that caused [Wife] to incur an extraordinary amount of attorney fees in this case." Further explaining its decision to award Wife with \$10, 000 in attorney fees, the trial court found Husband had filed numerous frivolous motions "such as a motion to limit the guardian ad litem's activities in the case and repeated motions to reconsider or modify temporary orders" when he had been explicitly informed that the final determination of those matters would be made after all the necessary hearings had been completed.

{¶ 14} The trial court also found Husband had refused to provide Wife with a detailed accounting of the rental properties, "such as leases for the units, actual rental receipt records, receipts for alleged cash expenditures and for credit card entries that he claimed were for the rentals." According to the trial court, Husband's failure to provide such documentation required both Wife's trial counsel and the trial court to review the extensive records submitted in this case and "extrapolate or impute the rental income" to Husband, a daunting task that took many hours to complete. Or, as Wife's trial counsel stated, this required him to "go to extenuating circumstances to get the information as best as he could" despite the trial court ordering Husband to provide Wife the requested documentation.

{¶ 15} Furthermore, as it relates to Husband's demeanor throughout the pendency of this case, the trial court found:

[Husband's] demeanor throughout this case has been one of disparaging [Wife], [6] her counsel, [7] the magistrate and judges, even the entire Domestic Relations Court staff in his motions for a change of venue, to reconsider, to modify and in his testimony.[8] [Husband] contacted [Wife's] counsel even while he was represented and sent him emails threatening to sue him for any fees incurred by [Husband] if he did. He and his counsel of record filed motions that were duplicative. By the Court's calculation,

[Husband] filed eight motions seeking to modify the original temporary orders filed on July 29, 2015 or other orders that were filed in response to those motions. Several motions to "reconsider" prior rulings were filed. Clearly, his actions have made this case far more complicated and time consuming than it should have been and has caused [Wife] to incur additional attorney fees as well as causing additional court costs.

{¶ 22} With regard to whether shared parenting is in the child's best interest, the trial court must consider the additional factors set forth in R.C. 3109.04(F)(2). *Adkins v. Adkins*, 12th Dist. Butler No. CA2016-12-227, 2017-Ohio-8636, ¶ 11. These factors include (1) the ability of the parents to cooperate and make decisions jointly, (2) the ability of each parent to encourage the sharing of love, affection, and contact between the child and the other parent, (3) any history or potential for abuse, (4) the geographic proximity of the parents to one another, (5) and the recommendation of the guardian ad litem. R.C. 3109.04(F)(2)(a) thru (e). "While no factor in R.C. 3109.04(F)(2) is dispositive, effective communication and cooperation between the parties is paramount in successful shared parenting." *Seng v. Seng*, 12th Dist. Clermont No. CA2007-12-120, 2008-Ohio-6758, ¶ 21.

This is because, as noted above, the discretion that a trial court enjoys in custody matters "should be accorded the utmost respect, given the nature of the proceeding and the impact the court's determination will have on the lives of the parties concerned." *In re J.M.*, 2009-Ohio-4824 at ¶ 17, quoting *Miller*, 37 Ohio St.3d at 74.

Moreover, while it may be true that the children expressed their desire to spend time with Husband, even equal time, both children also stated that Husband had urged them to tell the trial court they wanted equal time with him during their in camera interviews. This was in direct conflict with the trial court's previous orders instructing Husband not to discuss the children's upcoming in camera interviews with them.

Spousal Support

{¶ 40} Pursuant to R.C. 3105.18(B), in a divorce proceeding, the trial court may award reasonable spousal support. In determining whether spousal support is appropriate and reasonable, the trial court has a statutory duty to base its spousal support order on a careful and full balancing of the factors in R.C. 3105.18(C)(1). *Kedanis v. Kedanis*, 12th Dist. Butler No. CA2012-01-015, 2012-Ohio-3533, ¶ 10. According to R.C. 3105.18(C)(1), the trial court shall consider all statutory factors, such as the income of the parties, the relative earning abilities of the parties, the ages and physical, mental, and emotional conditions of the parties, the duration of marriage, the standard of living of the parties established during the marriage, the relative extent of education of parties, and the relative assets and liabilities of the parties, among others. *McCarty v. McCarty*, 12th Dist. Warren Nos. CA2016-07-055 and CA2016-07-056, 2017-Ohio-5852, ¶ 16-17. A reviewing court will presume each factor was considered, absent evidence to the contrary. *Casper v. Casper*, 12th Dist. Warren Nos. CA2012-12-

128 and CA2012-12-129, 2013-Ohio-4329, ¶ 42.

{¶ 41} A trial court has broad discretion in determining spousal support awards. *Hutchinson v. Hutchinson*, 12th Dist. Clermont No. CA2009-03-018, 2010-Ohio-597, ¶ 16. Therefore, this court will not disturb a spousal support award on appeal absent an abuse of discretion. *Bixler v. Bixler*, 12th Dist. Clermont No. CA2016-12-081, 2017-Ohio-7022, ¶ 15. Again, as noted above, an abuse of discretion implies that the court's attitude was unreasonable, arbitrary, or unconscionable. *In re B.K.*, 2011-Ohio-4470 at ¶ 12, citing *Blakemore*, 5 Ohio St.3d at 219.

{¶ 43} In determining an award of spousal support, the trial court must determine both parties' annual income. *Marron v. Marron*, 12th Dist. Warren Nos. CA2013-11-109 and CA2013-11 -113, 2014-Ohio-2121, ¶ 44. The statutory section on spousal support, R.C. 3105.18, does not expressly address imputing income to a spouse who is voluntarily unemployed or underemployed. *Id.* "However, this court and others have approved a trial court's imputation of income for purposes of determining spousal support." *Justice v. Justice*, 12th Dist. Warren No. CA2006-11-134, 2007-Ohio-5186, ¶ 17. Therefore, in fashioning a spousal support award, the trial court "may impute income to a party who is voluntarily unemployed, voluntarily underemployed, or otherwise not working up to his or her full earning potential." *Moore v. Moore*, 12th Dist. Clermont No. CA2006-09-066, 2007-Ohio-4355, ¶ 66.

{¶ 48} Despite this, Husband claims Wife is underemployed because she was earning approximately \$60, 000 less than what Breslin opined was a reasonable estimate of her earning capability. However, as this court has stated previously, "the trial court is free to accept or reject the opinion of a vocational expert witness who testifies to [a husband or wife's] earning capacity." *Sheehy v. Sheehy*, 12th Dist. Clermont No. CA2010-01-007, 2010-Ohio-2967, ¶ 16. This is particularly true here considering Breslin never testified that Wife was underemployed, instead testifying, "I don't know if I would say she was underemployed, " only that Wife was earning less than what he believed was Wife's earning capability. Explaining further, when specifically asked on cross-examination if Wife was underemployed, Breslin testified, "No. As I said, I... what I'd said was that her earnings were less than... they're below average." Even though working as an attorney since graduating law school in 2002, it is undisputed that Wife has never earned an annual salary of more than \$99, 000 per year

{¶ 67} Although Husband appeared pro se during a majority of these proceedings, we find that to be no excuse for Husband's actions. That is because individuals who appear "pro se are held to the same standard as litigants who are represented by counsel." *Jones v. Nichols*, 12th Dist. Warren No. CA2012-02-009, 2012-Ohio-4344, ¶ 23, citing *State ex rel. Leon v. Cuyahoga Cty. Court of Common Pleas*, 123 Ohio St.3d 124, 2009-Ohio-4688, ¶ 1. The same is true regarding Husband's demeanor and unnecessary hostility towards Wife, Wife's trial counsel, and the trial court and its staff. Therefore, finding no error in the trial court's decision ordering

Husband to pay \$10, 000 towards Wife's attorney fees, Husband's fourth assignment of error is overruled.

Contempt

Burns v. Burns
2018-Ohio-2262
12th Appellate District

In dissolution action, trial court did not err in dismissing wife's motion to hold husband in contempt for claiming daughter as a tax exemption, contrary to provisions of shared parenting plan, since the determination of which parent may claim a child as a dependent for tax purposes is associated with child support order, which terminated because daughter was emancipated.

[¶ 6] The matter was submitted to a magistrate without an evidentiary hearing. The magistrate granted Father's motion to dismiss, finding that pursuant to R.C. 3119.82, the statute governing the designation of the parent entitled to claim a child's tax dependency exemption, "the Court only has authority to designate which parent may claim a child as a dependent for income tax purposes so long as the Court has the authority to issue or modify a child support order." As Daughter had turned 18 and was emancipated, thereby terminating Father's child support order, the magistrate held that "the authority of the Court to designate who could claim [Daughter] for income tax purposes terminated. Therefore, Father claiming [Daughter] on his 2015 tax return is not under this Court's jurisdiction." Father's request for attorney fees was denied, however, as the magistrate found Mother brought her motion for contempt in good faith.

[¶ 11] In Kent, a husband and wife sought to divorce one another. At the time of trial, they had six children, three of whom were emancipated. *Id.* at ¶ 4. In the final decree of divorce, the trial court issued a child support order in regard to the couple's three minor children. *Id.* The court also ordered that "Husband shall claim two of the four older children and one of the younger children as tax exemptions." *Id.* Wife challenged the trial court's allocation of the tax dependency exemptions. *Id.* at ¶ 3. On appeal, the Ninth District Court of Appeals found that the trial court lacked jurisdiction to vest in Husband the right to claim his emancipated children as tax exemptions. *Id.* at ¶ 8. The court recognized the "well-settled law that a trial court lacks jurisdiction to either address in the first instance or modify parental rights and responsibilities in regard to children who are emancipated. * * * [W]hen the domestic relations court lacks jurisdiction to issue or modify a child support order due to a child's emancipation, it further lacks the authority to designate which parent may claim the emancipated child for income tax purposes." *Id.* at ¶ 6. In reaching this determination, the court examined R.C. 3119.82 and found that "the canon of construction *expressio unius est exclusio alterius*, i.e., the express inclusion of one thing implies the exclusion of the other, compels this Court to conclude that the legislature did not intend to expand the domestic relations court's

jurisdiction over emancipated children simply by omitting any reference to them in the statute." *Id.* at ¶ 7.

Custody

Holbrook v. Holbrook
2018-Ohio-2360
12th Appellate District

In divorce action, trial court did not err in awarding custody of parties' children to father rather than ordering shared parenting as initially set forth in court's decision where mother failed to comply with court's order to attend parenting class, and journalization of final divorce decree without prior review by mother was not required by local rules because mother proceeded pro se.

On March 18, 2016, consistent with its local rules, the trial court issued an order requiring the parties to attend a parenting class for divorcing parents within 30 days of the filing of the court's order and advising them that "failure to attend the parenting class may result in a loss of your parenting time and/or dismissal of your case." A copy of the order was mailed to each parent. Less than a month later, Father completed attendance of the parenting class. Mother did not comply with the trial court's order.

{¶ 3} A final divorce hearing was held before the trial court in January 2017. Mother appeared without counsel. By decision filed on February 17, 2017, the trial court found that Father's proposed shared parenting plan was in the best interest of the children and ordered it adopted, provided Father made several modifications set forth in the court's decision. The trial court advised the parties that if Father failed to make the required modifications, the court would designate Mother as the sole residential parent. The trial court ordered Father's counsel to "prepare the appropriate divorce decree and shared parenting plan reflecting the terms of this decision. All documents shall be submitted for the court's signature by March 15, 2017."

{¶ 4} On April 17, 2017, the trial court issued a final divorce decree, awarding custody of the children to Father rather than shared parenting as initially set forth in the trial court's February 17, 2017 decision ("Decision"). The trial court explained that it had sent a letter to Mother in March 2017, advising her that if she did not complete the required parenting class for divorcing parents by April 12, 2017, Father would be awarded custody of the children and Mother's parenting time would be suspended until she attended the class. The trial court noted that Mother had registered for a parenting class on April 11, 2017, but failed to attend. As a result of Mother's failure to attend the required parenting class, the trial court found it was in the children's best interest to grant custody to Father. By entry filed the same day as the divorce decree, the trial court suspended Mother's parenting time with the children pending her completion of the parenting class or providing the trial court with a satisfactory explanation of her

failure to attend.[2] The trial court's March 2017 letter to Mother is not journalized and is otherwise absent from the record.

{¶ 12} Mother's argument that the trial court's Decision could only be modified through another court order journalized in an entry presumes that the Decision had the force of a judgment and was a final order. However, it is well-established that a court speaks only through its journal entries and not by oral pronouncement or through decisions. *State v. Halsey*, 12th Dist. Butler No. CA2014-10-211, 2015-Ohio-3405, ¶ 14. See also *State v. Smith*, 12th Dist. Butler No. CA2009-02-038, 2010-Ohio-1721, ¶ 59 (without a journal entry, a decision or finding of a court has no force or effect). Therefore, even though the trial court granted shared parenting in its Decision, the court was free to change its mind prior to the journalization of the final divorce decree and had the authority to modify the allocation of parental rights and responsibilities.

{¶ 19} Loc.R. 6.1(A) governs the general preparation of decrees and provided that

After the court has announced its decision on any matter requiring * * * a decree, counsel for the prevailing party shall prepare the appropriate document and forward it to opposing counsel within ten (10) days. Opposing counsel shall sign and return the document within ten (10) days of the receipt. The document shall be submitted to the court within thirty (30) days after the court announces its decision.

{¶ 20} Loc.R. 6.1(B) and (C) set forth the procedures to be followed should opposing counsel object to the form or substance of the entry prepared by counsel for the prevailing party or should opposing counsel fail to respond to the entry with approval or objections. In the latter case, and as applicable to Mother's argument, Loc.R. 6.1(C) provided that "counsel may file a 'Notice of Presentation of Entry' with the court" which must include, inter alia, "[n]otice to the opposing counsel that the proposed entry will be presented to the court for approval after the expiration of fourteen (14) days from the date of the mailing unless the other attorney, within the fourteen days, files a written objection stating the grounds with particularity, attaches his/her proposed entry and sets the matter for hearing."

{¶ 21} Finally, Loc.R. 6.1(D) provided that "Nothing in this rule precludes the Judge/Magistrate from preparing and filing his or her own entry/decision at any time."

{¶ 22} We find that Mother's due process rights were not violated by the trial court's application of its local rules. Mother asserts that she was denied the opportunity to review the divorce decree in violation of Loc.R. 6.1(A) and that the divorce decree was issued without proper notice in violation of Loc.R. 6.1(C) because she did not receive a copy of the decree before it was submitted to the trial court for signature and journalization. However, unlike the current version of

Loc.R. 6.1(A) which requires "an attorney to prepare the appropriate document and forward it to opposing counsel or the other party if self represented, " former Loc.R. 6.1(A) only required "counsel for the prevailing party [to] prepare the appropriate document and forward it to opposing counsel." [6] (Emphasis added.) Likewise, while current Loc.R. 6.1(A) requires "opposing counsel or opposing self represented party [to] sign and return the document, " former Loc.R. 6.1(A) only required opposing counsel to sign and return the document. (Emphasis added.) Because Mother was acting pro se at the time Father's counsel prepared the final divorce decree, she was not required to be provided with a copy of the decree and was not required to sign and return it under former Loc.R. 6.1(A). Thus, journalization of the final divorce decree without prior review by Mother did not violate Loc.R. 6.1(A).

{¶ 23} Likewise, unlike their current counterparts, former Loc.R. 6.1(B) and (C) did not reference self-represented parties and did not address a self-represented party's objections to a prepared decree or entry or that party's failure to respond to the prepared document with approval or objections. Former Loc.R. 6.1(C) was therefore not violated.

Child support

Noonan v. Noonan
2018-Ohio-2435
12th Appellate District

In divorce action, trial court did not err in finding father in contempt for failure to pay child support where father amassed significant arrears and incurred additional arrears since the first time he was found in contempt.

{¶ 15} Noonan was found to be in civil contempt for his failure to pay his child and spousal support obligations. "The distinction between civil and criminal contempt depends upon the character and purpose of the sanctions imposed." Mackowiak v. Mackowiak, 12th Dist. Fayette No. CA2010-04-009, 2011-Ohio-3013, ¶ 38. Where the sanctions imposed are primarily for reasons benefiting the complainant and are remedial and coercive in nature, the contempt is civil in nature. Ganaway v. Ganaway, 12th Dist. Warren No. CA2016-05-039, 2017-Ohio-1009, ¶ 24, citing id. at ¶ 39. "Prison sentences imposed as punishment for civil contempt are conditional, and the contemnor is said to carry the keys of his prison in his own pocket due to the fact that his compliance with the court order secures his freedom." Whittington v. Whittington, 12th Dist. Warren No. CA2011-06-065, 2012-Ohio-1682, ¶ 23. A trial court's finding of civil contempt will not be disturbed on appeal absent an abuse of discretion. Dimitriou v. Dimitriou, 12th Dist. Warren No. CA2011-11-119, 2012-Ohio-4773, ¶ 13.

{¶ 17} "To support a contempt finding, the moving party must establish by clear and convincing evidence that a valid court order exists, that the offending party had

knowledge of the order, and that the offending party violated such order." Cox v. Cox, 12th Dist. Warren No. CA2016-05-040, 2017-Ohio-1010, ¶ 24, citing Hetterick v. Hetterick, 12th Dist. Brown No. CA2012-02-002, 2013-Ohio-15, ¶ 35. In this case, considering Noonan amassed nearly \$49, 000 in arrears, \$17, 000 more than when the first time Noonan was found in contempt on September 10, 2015, the record fully supports the trial court's decision finding Noonan in contempt for failing to pay current child support, child support arrearages, and spousal support as ordered. Noonan has provided no evidence to refute the trial court's finding, nor has this court's review of the record revealed any evidence that would call into question the trial court's decision. "Disobedience to court orders may be punished by contempt." Cottrell v. Cottrell, 12th Dist. Warren No. CA2012-10-105, 2013-Ohio-2397, ¶ 11.

Custody

Payson v. Hennessey
2018-Ohio-2437
12th Appellate District

In divorce proceeding, trial court did not err in designating father as residential parent for school purposes where court found that children benefitted from attending school in Indiana and were involved in more activities than they were in Ohio, father presented credible evidence concerning deficiencies in mother's care for children, and court considered all statutory best interest factors, R.C. 3109.04.

{¶ 56} A trial court has broad discretion to tax guardian ad litem fees as costs, including the amount of the fees and the allocation to either or both parties. See Civ.R. 75(B)(2); Padgett v. Padgett, 10th Dist. Franklin No. 08AP-269, 2008-Ohio-6815, ¶ 36; Robbins v. Ginese, 93 Ohio App.3d 370, 372 (8th Dist.1994); Pruden-Wilgus v. Wilgus, 46 Ohio App.3d 13, 16 (6th Dist.1988). We will not reverse unless we find an abuse of discretion, which indicates that the court acted unreasonably or arbitrarily. Denier, 2016-Ohio-4998 at ¶ 16.

{¶ 57} We find no abuse of discretion in the domestic relation court's decision. Initially, res judicata is inapplicable because the GAL claimed without dispute that the court and parties were not copying her on filings and she had no notice of the initial erroneous order on fees. Next, Mother argues that the GAL's failure to follow Loc.R. 4.5(D)(2) prejudiced her because she had no opportunity to oppose the GAL's excess work. However, Mother did not contest the GAL's claim that she provided the parties with monthly itemized billing statements while her work was ongoing and that neither party objected to the scope of her work. Thus, Mother was aware of the GAL's ongoing work but chose to object on the basis of a local rule only after the GAL sent her supplemental bill. This is akin to invited error, i.e., "[a] party will not be permitted to take advantage of an error which he himself invited or induced the trial court to make." Lester v. Leuck, 142 Ohio St. 91 (1943), paragraph one of the syllabus.

{¶ 58} The record in this case on the GAL's billing is unclear. We agree with the

parties that the figure quoted by the court in its order appears to be erroneous. The GAL's last filing on this subject indicates that she is owed \$7, 650. Regardless, this court does not believe it is necessary to remand this matter to correct the error. The court's order generally specifies that the parties must pay the GAL "the outstanding invoice owed." The GAL is thus limited to billing for the fees actually invoiced and unpaid. Accordingly, this assignment of error is overruled.

Contempt

Carmosino v. Carmosino
2018-Ohio-3010
12th Appellate District

In motion to modify parental rights and responsibilities following divorce decree, trial court did not err in finding mother in contempt for violating trial court's parenting time order since mother denied father parenting time with parties' minor child, and trial court gave little weight to claim that child may suffer some harm by spending time with father where court was in best position to determine credibility of evidence.

This case involves the very common problem where one parent does not want to "force" a child to spend time with the other parent resulting in a denial of court ordered parenting time.

Mother found in contempt even though child therapist recommended that child not be forced to spend time with father.

Custody

Suwareh v. Nwankwo
2018-Ohio-3737
12th Appellate District

In divorce action, trial court erred in modifying terms of shared parenting plan as it relates to religious holidays where, inter alia, court failed to identify holidays or feasts celebrated by father or the timing or duration of father's parenting time on those holidays; also, there is uncertainty whether either parent may remove the children from school to celebrate a religious holiday.

{¶ 18} Father's motion to modify parenting time was considered simultaneously with issues relating to Mother's anticipated move to the Columbus area. In granting Father's motion, the trial court fashioned a parenting-time schedule in a manner that displeased Father. Father now challenges the trial court's modification of his parenting time, arguing his motion and his objections to the magistrate's decision granting a modification of the parenting-time schedule "had nothing to do with school or kindergarten attendance." He asserts that by

fashioning an order that controls the parenting-time schedule after A.A.S. starts kindergarten, the court "depriv[ed] the parties of their opportunity to advocate their children's interests before that happens" and denied him of his due process right to be heard on the issue. We disagree.

{¶ 19} When a parent seeks to modify the terms of the shared parenting plan to change the amount or schedule of parenting time, as opposed to seeking to modify the designation of residential parent and legal custodian of the children, the best-interest standard in R.C. 3109.04(E)(2)(b) controls the analysis. Fisher v. Hasenjager, 116 Ohio St.3d 53, 2007-Ohio-5589; Senesac v. Gray, 12th Dist. Preble No. CA2009-03-010, 2009- Ohio-6237, ¶ 10; Castanias v. Castanias, 12th Dist. Warren No. CA2007-01-015, 2008-Ohio- 2909, ¶ 18. R.C. 3109.04(E)(2)(b) provides that

[t]he court may modify the terms of the plan for shared parenting approved by the court and incorporated by it into the shared parenting decree upon its own motion at any time if the court determines that the modifications are in the best interest of the children or upon the request of one or both of the parents under the decree. Modifications under this division may be made at any time. The court shall not make modification to the plan under this division, unless the modification is in the best interest of the children.
(Emphasis added.)

Custody

Shinski v. Shinski
2018-Ohio-4255
12th Appellate District

In divorce action, trial court did not err in adopting father's shared parenting plan, even though father filed proposed shared parenting plan the day before the final hearing since the requirement in R.C. 3109.04(G) that a shared parenting plan must be filed at least 30 days prior to the hearing on parental rights and responsibilities is directory rather than mandatory.

{¶ 6} Father's proposed shared parenting plan was admitted as an exhibit at the hearing over Mother's objection that the plan had not been filed within the time requirements set forth in R.C. 3109.04(G). In admitting the proposed shared parenting plan as an exhibit, the court stated:

THE COURT: I want to make it clear I'm admitting it in this case because throughout the discussions the concept of shared parenting has been discussed. I agree we're not finished until we get to the end. My point is, I don't believe the concept of shared parenting is a shock today. I don't have any evidence that it's a shock.

* * *

My point is on July 11th of this year there was a discussion about the concept of shared parenting[.] * * * I have no intention of * * * surprising anybody with that. That's not what I'm doing here today. In this case that's been talked about. The plan should have been filed more than thirty days ago. It was not. I'm at least overruling the objection to allow it as a potential, nothing more for right now.

{¶ 7} At the conclusion of the hearing, the trial court ruled from the bench that it was granting shared parenting. Mother filed a motion asking the court to issue findings of fact and conclusions of law regarding its decision to grant shared parenting. Mother specifically requested that the trial court "state the grounds for which [R.C.] 3109.04(G) revised in 2011 is not mandatory in this court."

{¶ 14} As this court has previously recognized, the requirement in R.C. 3109.04(G) that a shared parenting plan must be filed at least 30 days prior to the hearing on parental rights and responsibilities is directory, not mandatory. In re Minnick, 12th Dist. Madison No. CA2003-01-001, 2003-Ohio-4245, ¶ 12, citing Harris v. Harris, 105 Ohio App.3d 671, 674 (2d Dist.1995). Accord Gould at ¶ 6; Glendell-Grant v. Grant, 8th Dist. Cuyahoga No. 105895, 2018-Ohio-1094, ¶ 12; Siegel v. Siegel, 1st Dist. Hamilton No. C-140296, 2015-Ohio-1710, ¶ 8; Clouse v. Clouse, 3d Dist. Seneca No. 13-08-40, 2009-Ohio-1301, ¶ 35; Swain v. Swain, 4th Dist. Pike No. 04CA726, 2005-Ohio-65, ¶ 13. "Instead of creating an inflexible rule requiring all plans to be submitted 30 days before trial, a judge has discretion to grant leave to file an untimely plan, as long as due process rights are protected by allowing the opposing party adequate opportunity to address the issue and present relevant evidence at trial."

Custody

Morgan v. Morgan
2018-Ohio-4178
12th Appellate District

In divorce action, trial court did not err in designating mother as legal custodian and residential parent of parties' four children where, inter alia, mother homeschooled children throughout the entirety of their educational life, mother was the primary caregiver during marriage, psychiatrist and guardian ad litem recommended designating mother legal custodian and residential parent, and court ordered multiple social and school directives to help ensure that its decision served the best interest of the children.

Father found showering with 6 year old son. Mother has psychiatric break where she believes that devil is communicating to her through electronic devices. Mother's sister and husband become so involved that Court has to issue a no contact order between aunt and uncle and the children.

{¶ 15} Before considering the specifics of Father's assignment of error, we acknowledge "the power of the trial court to exercise discretion is peculiarly important in proceedings involving the custody and welfare of children." Kenney v. Kenney, 12th Dist. Warren No. CA2003-07-078, 2004-Ohio-3912, ¶ 6. "The discretion a trial court enjoys in custody matters should be accorded the utmost respect, given the nature of the proceeding and the impact the court's determination has on the lives of the parties concerned." Id.; Davis v. Flickinger, 77 Ohio St.3d 415, 418 (1997). Therefore, an appellate court's standard of review in custody matters is abuse of discretion. Miller v. Miller, 37 Ohio St.3d 71, 74 (1988). An abuse of discretion is more than an error of law or judgment; it implies the trial court acted unreasonably, arbitrarily, or unconscionably. Blakemore v. Blakemore, 5 Ohio St.3d 217, 219 (1983).

{¶ 16} A manifest weight of the evidence challenge concerns "the inclination of the greater amount of credible evidence, offered in a trial, to support one side of the issue rather than the other." (Emphasis sic.) Eastley v. Volkman, 132 Ohio St.3d 328, 2012-Ohio-2179, ¶ 12, quoting State v. Thompkins, 78 Ohio St.3d 380, 387 (1997). In a manifest weight challenge a "reviewing court weighs the evidence and all reasonable inferences, considers the credibility of witnesses and determines whether, in resolving conflicts in the evidence, the finder of fact clearly lost its way and created such a manifest miscarriage of justice that the judgment must be reversed and a new trial ordered." Schneble v. Stark, 12th Dist. Warren Nos. CA2011-06-063 and CA2011-06-064, 2012-Ohio-3130, ¶ 67. "[E]very reasonable presumption must be made in favor of the judgment and the finding of facts." Eastley at ¶ 21. "If the evidence is susceptible of more than one construction, the reviewing court is bound to give it that interpretation which is consistent with the verdict and judgment * * *." Id.

Child support

Smith v. Smith
2018-Ohio-4179
12th Appellate District

In dissolution action, trial court's judgment giving father a credit against his child support obligation on the basis of his in-kind contributions is affirmed where the amount of credit was equal to the amount still remaining on his in-kind contributions, R.C. 3119.23, and since there is no transcript, review is limited to whether the trial court correctly applied the law to the facts set forth in the magistrate's decision.

{¶ 7} In September 2016, Mother filed a motion requesting guideline child support and other child-related relief. In response, Father moved to dismiss Mother's motion for guideline child support, arguing that "[t]he parties agreed in the Separation Agreement that Father's in-kind contributions militated for a deviation in the child support. Father agreed to give [Mother] his share of the equity in the house in the amount of \$23,000.00. That share of equity was part of his in-kind contribution. (See Exhibit A)." Exhibit A is the "note" referred to above. Father further moved for Mother to pay \$23,000 to

him pursuant to the "note" "which * * * represents Father's share of equity in the marital residence which equity he surrendered to Mother at the time of the divorce." A hearing on the motions was held before a magistrate on June 2, 2017.

{¶ 8} By decision filed on November 9, 2017, the magistrate found that the "note" was not enforceable because it was superseded by the separation agreement, and consequently denied Father's motion that Mother be ordered to pay the "note." The magistrate further granted Mother's motion for guideline child support and ordered Father to pay \$918.57 per month in child support. The magistrate then considered whether Father was entitled to a deviation in child support in light of his in-kind contributions.[1]

{¶ 9} The magistrate first noted Mother's testimony that "the \$23, 000.00 of home equity [Father] gave her in the divorce was part of what they considered to be in-kind contributions towards the [initial] child support deviation," and Father's testimony he had made "additional in-kind contributions totaling approximately \$20, 000.00 per year" between 2014 and 2017.

{¶ 10} In considering Father's in-kind contributions, the magistrate "accept[ed] the parties' assertion that the \$23, 000.00 in home equity granted to [Mother] in the dissolution was meant by them to be an in-kind contribution towards the child support deviation." The magistrate then noted that at the time of the dissolution decree, guideline child support was approximately \$900 per month, "or \$10, 800.00 per year. [Father] has paid \$4, 200.00 per year pursuant to the deviation, for a difference of approximately \$6, 600.00 per year."

{¶ 11} The magistrate then found that "the initial \$23, 000.00 equity from the marital residence" and Father's additional in-kind contributions did not constitute "significant in-kind contributions" under R.C. 3119.23, and thus that Father was not entitled to a deviation in child support under R.C. 3119.22, because

Though the parties agreed that [Mother] should have \$23, 000.00 from the home equity to support the deviation, the deviation has already amounted to \$19, 800.00 benefit to [Father]. * * * The Court does not find that the additional in-kind contributions asserted by [Father] are substantial enough to support continuing the deviation given the [over \$150, 000 combined] income of the parties.

The magistrate did not allocate the \$3, 200 balance between Father's in-kind contribution of his \$23, 000 equity in the marital home and the \$19, 800 benefit he received from paying deviated child support for three years.[2]

{¶ 27} It is well-established that motions for reconsideration of a final judgment in the trial court are a nullity not contemplated by the Ohio Civil Rules. *Pitts v. Dept. of Transp.*, 67 Ohio St. 2d 378, 381 (1981); *Vilardo v. Sheets*, 12th Dist. Clermont No. CA2005-09-091, 2006-Ohio-3473, ¶ 35; *Hodges v. Hodges*, 12th Dist. Butler No. CA96-10-207, 1997 Ohio App. LEXIS 2227, *3-4 (May 27, 1997). Because the trial court's

January 4, 2018 entry was a final judgment, Mother's motion for reconsideration was a nullity and the trial court was without power to entertain it. *Perez v. Angell*, 10th Dist. Franklin No. 07AP-37, 2007-Ohio-4519, ¶ 7.

Civil protection order

McVean v. McVean
2018-Ohio-4062
12th Appellate District

Issuing estranged wife a domestic violence civil protection order against husband was not error where wife testified that husband pushed her, towered over her and threatened her, magistrate did not find husband's testimony credible, and magistrate found that husband's threatening actions caused wife to be in fear of imminent physical harm, R.C. 3113.31.

{¶ 16} The procedures governing civil protection orders are set forth in Civ.R. 65.1. According to Civ.R. 65.1(F)(3), civil protection petitions may be referred to a magistrate for determination, but "[a] magistrate's denial or granting of a protection order after full hearing * * * does not constitute a magistrate's order or a magistrate's decision under Civ.R. 53(D)(2) or (3) and is not subject to the requirements of those rules." Civ.R. 65.1(F)(3)(b).

{¶ 17} A magistrate's order granting a protection order after a full hearing is not effective unless adopted by the trial court. Civ.R. 65.1(F)(3)(c)(i). A trial court may only adopt the magistrate's grant or denial of a protection order "upon review of the order and a determination that there is no error of law or other defect evident on the face of the order." Civ.R. 65.1(F)(3)(c)(ii). See also *Wulf v. Opp*, 12th Dist. Clermont No. CA2014-10-074, 2015-Ohio-3285, ¶ 17. A party may then file written objections "to a court's adoption, modification, or rejection of a magistrate's denial or granting of a protection order after a full hearing * * * within fourteen days of the court's filing of the order." (Emphasis added.) Civ.R. 65.1 (F)(3)(d)(i).[1] A party must timely file objections prior to filing an appeal. Civ.R. 65.1(G). The objecting party "has the burden of showing that an error of law or other defect is evident on the face of the order, or that the credible evidence of record is insufficient to support the granting or denial of the protection order, or that the magistrate abused the magistrate's discretion in including or failing to include specific terms in the protection order." Civ.R. 65.1(F)(3)(d)(iii).

{¶ 19} "Under R.C. 3113.31, the threat of force must place a party in fear of both imminent and serious physical harm." *Partin v. Morrison*, 12th Dist. Brown No. CA2015-01-003, 2015-Ohio-4740, ¶ 11. "Force" is defined as "any violence, compulsion, or constraint physically exerted by any means upon or against a person or thing." R.C. 2901.01(A)(1). "Serious physical harm" includes any physical harm that "carries a substantial risk of death" or that involves "some permanent incapacity * * * or some temporary, substantial incapacity," "some permanent disfigurement * * * or some temporary, serious disfigurement," or "acute pain of such duration as to result in

substantial suffering or * * * any degree of prolonged or intractable pain." R.C. 2901.01(A)(5). "Imminent" means "on the point of happening," "ready to take place," "near at hand," "impending" and "hanging threateningly over one's head." *Bargar v. Kirby*, 12th Dist. Butler No. CA2010-12-334, 2011-Ohio-4904, ¶ 19. "'Imminent' does not mean that 'the offender carry out the threat immediately or be in the process of carrying it out.'" *Id.*

{¶ 20} Threats of violence constitute domestic violence under R.C. 3113.31 if the fear resulting from those threats is reasonable. *McGuire v. Sprinkle*, 12th Dist. Warren CA2006-06-069, 2007-Ohio-2705, ¶ 15. "The reasonableness of the fear should be determined with reference to the history between the petitioner and the [respondent]." *Hyde v. Smith*, 12th Dist. Butler No. CA2014-09-193, 2015-Ohio-1701, ¶ 12, quoting *Gatt v. Gatt*, 9th Dist. Medina No. 3217-M, 2002-Ohio-1749, ¶ 7. However, in order to grant a civil protection order, past acts alone are not enough; there must be some evidence of current domestic violence, as set forth in the statute. *Partin* at ¶ 11.

Civil protection order

Tilbrook v. Francis
2018-Ohio-4064
12th Appellate District

Issuance of civil protection order against respondent is affirmed where, inter alia, trial court did not err in denying his attachment to objections to magistrate's decision where respondent failed to file a transcript or affidavit to support his objections, and attachment consisted of documents previously filed with the court, Civ.R. 65.1(F)(3)(d)(iv).

{¶ 25} Additionally, although Francis contends the court erred in denying his Attachment to Submission on Objections as he was permitted "30 days from the date of his objections to either present a transcript, or * * * 'any other relevant evidence'" to the court, we find no merit to his arguments. Civ.R. 65.1(F) does not permit Francis to submit "any other relevant evidence" within the 30-day timeframe the transcript is being prepared and filed.[3]The rule limited Francis to either filing a transcript of the evidence submitted to the magistrate or an affidavit of that evidence - neither of which were filed. Additionally, the alleged "relevant evidence" Francis attached to his Attachment to Submission on Objections were all documents previously filed with the court; as such, the documents did not provide any new or additional information for the court to consider. We therefore find that the trial court did not err in denying Francis' Attachment to Submission on Objections and his third assignment of error is overruled.

{¶ 26} We further find, contrary to Francis' assertions, that in ruling on Francis' Attachment to Submission on Objections, the trial court did liberally construe the filing. While a court may, in practice, "grant a certain amount of latitude toward pro se litigants, the court cannot simply disregard the Rules of Civil Procedure in order to accommodate a party who fails to obtain counsel." *Mootispaw v. Wenninger*, 12th Dist. Brown No.

CA2015-08-024, 2016-Ohio-1287, ¶ 16. "[P]ro se litigants are bound by the same rules and procedures as litigants with retained counsel." *Id.*, citing *CAT-The Rental Store v. Sparto*, 12th Dist. Clinton No. CA2001-08-024, 2002 Ohio APP. LEXIS 636, * 5 (Feb. 19, 2002). Though incarcerated and proceeding pro se, Francis was still bound by the requirements of Civ.R. 65.1 in objecting to the February 24, 2017 order issuing the DVCPO. See *Allen*, 2017-Ohio-4234 at ¶ 9-14.

Inconvenient forum

Kraemer v. Kraemer
2018-Ohio-3847
12th Appellate District

In divorce action custody dispute, trial court did not err in denying wife's motion to declare that Ohio court was an inconvenient forum even though wife lived in nearby state for 10 years and most of the witnesses lived near her, demonstrating that her local court was more convenient since the law requires demonstration that the Ohio court would be inconvenient, and wife failed to do that where, inter alia, the Ohio court was only 30 to 40 miles from her home, R.C. 3127.21.

{¶ 5} For the next eight years, the children resided with Mother at Mother's parents' home in northern Kentucky during which time the parties filed no post-decree motions. The children attended grade school in Kentucky. Father and the paternal grandparents continued to enjoy weekly parenting time with the children pursuant to the separation agreement. Parenting time exchanges took place at a family member's home in Glendale, Ohio, or at locations in Butler County.

{¶ 6} In 2017, when the children were ages 14 and 12, Father moved the Butler County court to designate him sole custodial parent. Father alleged a change in the children's situation, that Mother was attempting to alienate the children from Father, and that the eldest child had indicated a desire to no longer live with Mother.

{¶ 7} Mother responded by moving the court to declare Butler County an inconvenient forum and stay custody proceedings until the case could be transferred to Kentucky. Mother argued that she and the children had lived in Kentucky for many years and that most of the evidence and witnesses related to custody would be found in Kentucky.

{¶ 8} The court held a hearing limited to the issues raised in Mother's motion. Mother and Father testified. Following the hearing, the court issued a decision finding that Mother had not demonstrated that Butler County was an inconvenient forum. Mother appeals, raising two assignments of error.

{¶ 12} Initially, Father argues that the domestic relations court's decision is not a final appealable order. This court has previously exercised jurisdiction over an appeal

arising from an inconvenient forum motion, although the decision did not address the issue of whether the decision was a final appealable order. *Urteaga v. Urteaga*, 12th Dist. Warren No. CA2014-08-109, 2015-Ohio-2465. Two courts of appeal that have addressed the issue have concluded that a decision arising from an inconvenient forum motion is a final appealable order. *Critzer v. Critzer*, 8th Dist. Cuyahoga No. 90679, 2008-Ohio-5126, ¶ 9; *Buzard v. Triplett*, 10th Dist. Franklin No. 05AP-579, 2006-Ohio-1478, ¶ 8-11; contra *Buxton v. Mancuso*, 5th Dist. Knox No. 09 CA 22, 2009-Ohio-6839, ¶ 13-14. This court has jurisdiction to review "final orders," which include an "order that affects a substantial right made in a special proceeding* * *." R.C. 2505.02(B)(2). A divorce and related custody proceedings qualify as a "special proceeding" pursuant to R.C. 2505.02(B)(2). *State ex rel. Papp v. James*, 69 Ohio St.3d 373, 379 (1994); *In re Murray*, 52 Ohio St.3d 155, 161 (1990). A "substantial right" means "a right that the United States Constitution, the Ohio Constitution, a statute, the common law, or a rule of procedure entitles a person to enforce or protect." R.C. 2505.02(A)(1). R.C. 3127.21 grants a party a right to contest the convenience of a forum in a child custody matter. Moreover, "[c]ustody proceedings affect substantial rights." *James* at 378. Thus, this court finds that an order denying an inconvenient forum motion in a custody matter is a final appealable order. [2]

{¶ 14} R.C. 3127.21 provides a domestic relations court with discretion to transfer jurisdiction of a custody matter to a different state upon a finding that, (1) the Ohio court "is an inconvenient forum under the circumstances[,]" and (2) that "a court of another state is a more convenient forum." R.C. 3127.21(A). The statute provides that the court shall first "consider whether it is appropriate for a court of another state to exercise jurisdiction" and then proceed to determine whether the Ohio court is an inconvenient forum. R.C. 3127.21(B). In analyzing these issues, the court is required to consider "all relevant factors" including the following delineated factors:

- (1) Whether domestic violence has occurred and is likely to continue in the future and which state could best protect the parties and the child;
- (2) The length of time the child has resided outside this state;
- (3) The distance between the court in this state and the court in the state that would assume jurisdiction;
- (4) The relative financial circumstances of the parties;
- (5) Any agreement of the parties as to which state should assume jurisdiction;
- (6) The nature and location of the evidence required to resolve the pending litigation, including the testimony of the child;
- (7) The ability of the court of each state to decide the issue expeditiously and the procedures necessary to present the evidence;
- (8) The familiarity of the court of each state with the facts and issues in the pending litigation.

R.C. 3127.21(B).

{¶ 19} The domestic relations court denied the father's inconvenient forum motion on the basis that it was familiar with the facts of the case and was concerned with the timing of the motion. *Id.* at ¶ 7-8. The domestic relations' court acknowledged that most of the evidence would be found in Pennsylvania and there was a significant driving

distance of 10 to 11 hours between the Pennsylvania court and the Ohio court. Id. at ¶ 8. Nonetheless, the court stated that evidence could be presented to the court through depositions. Id. at ¶ 7. The court noted that the children had resided in Pennsylvania for two years, which weighed in the father's favor. However, this was only one factor of eight to be considered and the father had not demonstrated that Ohio was an inconvenient forum. Id. at ¶ 9. In affirming the decision, this court rejected the father's argument on appeal that the children's residence in Pennsylvania and the presence of evidence there should have been dispositive of the issue of convenience. Id. at ¶ 18-19. The statute did not assign any weight to the statutory factors and thus the lower court had the discretion to determine the weight to afford each factor. Id. at ¶ 19.

Property division

Smith v. Smith
2018-Ohio-3548
12th Appellate District

In divorce action, trial court did not err in awarding wife one-half of parties' business, for which wife provided funds and handled some administration without offsetting one-half of the loans attached to the business where husband was negligent in failing to maintain insurance on the business property which was destroyed in a fire, necessitating the loans.

{¶ 6} On remand, the trial court applied this court's ruling that Husband had not committed financial misconduct under R.C. 3105.171(E)(4). Nevertheless, the trial court found that it was fair and equitable to hold Wife harmless on debt owed due to Husband's conduct with respected to the maintenance of liability insurance and the losses sustained therefrom.

{¶ 9} Property division in a divorce proceeding is a two-step process that is subject to two different standards of review. *Grow v. Grow*, 12th Dist. Butler Nos. CA2010-08-209, CA2010-08-218, and CA2010-11-301, 2012-Ohio-1680, ¶ 11. Initially, pursuant to R.C. 3105.171(B), "the court shall * * * determine what constitutes marital property and what constitutes separate property." "Although the statute does not mention debt as an element of marital and separate property, the rules concerning marital assets have been consistently applied to marital and separate debt." *Ohmer v. Renn-Ohmer*, 12th Dist. Butler No. CA2012-02-020, 2013-Ohio-330, ¶ 35. An appellate court reviews the trial court's classification of property or debt as marital or separate under the manifest weight of the evidence standard. *Oliver v. Oliver*, 12th Dist. Butler No. CA2011-01-004, 2011-Ohio-6345, ¶ 8.

{¶ 10} After classifying the property as separate or marital, "the court shall disburse a spouse's separate property to that spouse" and divide the marital property equally. R.C. 3105.171(C)(1) and (D). However, if the court finds an equal division

would be inequitable, then the court must divide the property in a manner it determines is equitable. R.C. 3105.171(C)(1); Roberts v. Roberts, 12th Dist. Clinton No. CA2012-07-015 and CA2012-07-016, 2013-Ohio-1733, ¶ 34. As mentioned above, the concepts related to "property" relate to both the parties' assets and debts.

{¶ 11} Husband argues the trial court abused its discretion by awarding Wife one-half of the business value of L. Smith Pallets, LLC without offsetting one-half of the loans attached to the business. In so doing, Husband refers to language in the trial court's judgment entry stating that "Link's conduct violated the Temporary Restraining Order filed October 3, 2014." Husband argues that the trial court's decision amounts to an abuse of discretion because the temporary restraining order was not filed until well after the fire and the accumulation of the resulting debt.

{¶ 12} However, following review, we disagree with Husband's contention that the trial court abused its discretion in the resolution of this matter. In this case, the trial court properly considered Link's conduct for purposes of determining the equitable division of marital property. As noted by the trial court:

[Husband] did not tell [Wife] that he allowed the insurance to lapse. [Husband] did not tell [Wife] that he secured the line of credit to rebuild the building. [Husband's] conduct violated the Temporary Restraining Order filed October 3, 2014. Although [Husband's] conduct does not rise to the level of financial misconduct, it is relevant and equitable to consider [Husband's] negligent behavior in determining whether [Wife] must suffer the total loss and incur liability to pay any portion of the loan [Husband] secured to rebuild the building. Considering all the evidence and statutory factors, it is fair and equitable to require [Husband] to pay and hold [Wife] harmless on the debt owed to First Community Bank ***0001.

{¶ 13} We agree the trial court misstated that Husband's conduct violated a temporary restraining order, however we find any such error does not constitute an abuse of discretion. As correctly noted by the trial court, if not for Husband's negligence in failing to maintain insurance on the property, the loans to rebuild the business would be unnecessary. Though the trial court incorrectly referred to Husband's conduct as violating a temporary restraining order, a review of the record makes clear that the trial court's decision was based on Husband's "negligent behavior" and that decision is well-supported by the record. Under these circumstances, the trial court could properly find that it was equitable to hold Wife harmless on the resulting debt.

V. Cases from Other Districts

Friedenberg v. Friedenbergl 2019-Ohio-325 (11th Dist)

Waiver of Doctor/Patient Privilege

{¶13} A review of Ohio statutory and case law indicates that parents seeking custody of their children waive the physician-patient privilege with respect to their

medical records. R.C. 3109.04(F)(1)(e) provides that a court "shall" consider the "mental and physical health of all persons involved" when making a determination of the best interest of the child for the purposes of allocating parental rights and responsibilities in a child custody dispute. As this court and others have held, a party seeking custody agrees to submit to an investigation of all relevant factors, which include mental health. *Schill v. Schill*, 11th Dist. Geauga No. 2002-G-2465, 2004-Ohio-5114, ¶ 47 ("[w]henever custody of children is in dispute, the party seeking custodial authority subjects him or herself to extensive investigation of all factors relevant to the permanent custody award") (citation omitted) (emphasis omitted); *Sweet* at ¶ 9; *In re Kelleher*, 7th Dist. Jefferson Nos. 08-JE-31, et al., 2009-Ohio-2960, ¶ 17 ("when a parent files an action seeking custody of her children, she places her mental and physical condition at issue for the trial court to consider). There is no question that Belinda sought custody of the parties' minor children. Although her counsel indicated at oral argument that the parties agreed to shared parenting, this does not alter the responsibility of the lower court to review the best interest of the children. While Belinda argues that her mental and physical condition were not brought into question, the statute requires consideration of these factors regardless of whether they were raised by Keith, although the fact that he sought disclosure of such records arguably amounts to raising the issue of possible mental health concerns.

{¶14} The same applies to a party seeking spousal support. R.C. 3105.18(C)(1)(c) requires that a court shall consider the mental condition of the parties "[i]n determining whether spousal support is appropriate and reasonable." Also *Higbee v. Higbee*, 2d Dist. Clark No. 2013-CA-81, 2014-Ohio-954, ¶ 1-2. Again, simply raising a claim for spousal support warranted, at the very least, disclosure of Belinda's medical records to the court for review, which was conducted here. Although Belinda raises the issue of the parties' disparate incomes, she fails to demonstrate how this relates to the waiver of the physician-patient privilege set forth by statute.

Kilbarger v. Kilbarger 2019-Ohio-247 (4th Dist)

Notice of appeal faxed to clerk and actually filed by the clerk within 30 days of judgment entry. The Local Rule, however, did not allow for filing of notice of appeal by fax. Therefore, Court held that appeal was not timely filed.

{¶2} Mr. Kilbarger appealed the Hocking County Court of Common Pleas' judgment entry-decree of divorce of May 7, 2018 and the judgment entry denying Defendant's motion for new trial of August 6, 2018. The parties agree that Mr. Kilbarger faxed his notice of appeal to the Hocking County Clerk of Courts on September 5, 2018, the deadline for filing the notice of appeal. Mrs. Kilbarger moves to dismiss the appeal on the ground that a notice of appeal cannot be fax filed and, therefore, Mr. Kilbarger failed to file a timely notice of appeal. Mr. Kilbarger contends that his notice of appeal can be faxed under the Rules of the Court of Common Pleas Hocking County and that the Clerk actually accepted and time stamped his notice of appeal so it is valid.

{¶3} Courts of appeals lack jurisdiction over untimely filed appeals. *Kemper*

Securities, Inc. v. Schultz, 111 Ohio App.3d 621, 676 N.E.2d 1197 (10th Dist. 1996). Pursuant to App.R. 4(A), a notice of appeal in a civil case must be filed within thirty days of the later of the entry of judgment or order appealed from or service of the notice of judgment and its entry if service is not made within three days as required by Civ.R. 58(B). The journal entry appealed from was journalized on August 6, 2018 and the Hocking County Clerk of Courts' online docket indicates that copies were mailed to the parties on the same day. The 30th day after the journalization of the entry was September 5, 2018; therefore, if the fax filed notice of appeal is not valid, the time to appeal has expired.

{¶5} The Supreme Court rejected the appellants' contention noting that "[although a notice of appeal is filed with the clerk of the trial court, it is the Rules of Appellate Procedure that 'govern procedure in appeals to courts of appeals.'" (Emphasis added.). Id. at ¶ 2, citing App.R. 1(A). And, pursuant to App.R. 3(A), an appeal is "taken by filing a notice of appeal with the clerk of the trial court within the time allowed by Rule 4." (Emphasis added.) Id. at ¶ 12. Although "filing" is not defined in the Rules of Appellate Procedure, the Supreme Court of Ohio noted that, "historically, 'filing' occurs when a person manually presents a paper pleading to the clerk of courts." Id. at ¶ 15 (citations omitted). Although advancements in technology now allow for the filing of documents electronically, the Supreme Court of Ohio noted that documents can only be filed electronically in the courts of appeals if a local rule is adopted pursuant to App.R. 13[1] and Sup R 27[2] and the 8th District had not adopted such a rule so it did not permit pleadings - including notices of appeal - to be filed electronically. Id. at ¶¶ 16-26.

Smith v. Smith 2019-Ohio-129 (9th Dist)

Trial court erred when it denied Husband's 60(B) motion where agreement was unconscionable and against public policy.

{¶2} Husband and Kellie Ann Smith ("Wife") were married in 2012. Four children were born of the marriage. In November 2016, Husband and Wife filed a petition for dissolution. The parties filed a separation agreement and a "Plan and Agreement of Parental Rights and Responsibilities[.]" Following a hearing, in January 2017, the trial court issued a decree of dissolution which incorporated the parties' separation agreement and the parenting plan. While Wife was represented by counsel, Husband was not.

{¶3} Husband did not appeal from the decree. However, in December 2017, Husband filed a motion to vacate the judgment pursuant to Civ.R. 60(B)(4), (5). Husband argued that the separation agreement and parenting plan were unconscionable and against public policy. Notably, both documents provided that "[t]he minor children are currently covered under Medicaid. Wife agrees to maintain the children on Medicaid as long as they are eligible." Despite this, both documents failed to provide that the parties pay any cash medical support even though Husband's income was \$132, 000 per year. See R.C. 3119.30(C), (D). Husband submitted an affidavit in support of his motion.

{¶8} Husband argued below, and on appeal, that the separation agreement and parenting plan were unconscionable and against public policy and sought relief pursuant to Civ.R. 60(B)(4) and (5). We conclude that Husband is entitled to relief pursuant to Civ.R. 60(B)(5).

{¶9} "Relief from judgment may be granted under Civ.R. 60(B)(5) for 'any other reason justifying relief from the judgment.' Civ.R. 60(B)(5) is known as the 'catch-all provision,' but is only used in extraordinary and unusual cases when the interest of justice necessitates it." *Doyle v. St. Clair*, 9th Dist. Lorain No. 16CA010967, 2017-Ohio-5477, ¶ 13. "Civ.R. 60(B)(5) only applies when one of the specific provisions enumerated in Civ.R. 60(B)(1) to (4) does not apply." *Id.* The grounds for relief should be substantial. *Michael D. Tully, Co., L.P.A. v. Dollney*, 42 Ohio App.3d 138, 141 (9th Dist.1987). This Court has previously concluded that a judgment that violates public policy can constitute a basis for relief under Civ.R. 60(B)(5). See *id.*

{¶19} Given the foregoing, we can only conclude that the trial court abused its discretion in denying Husband's Civ.R. 60(B) motion. Moreover, we conclude that merely vacating the problematic clause concerning Medicaid in this case would not provide justice to either party. It is clear that the entire agreement was drafted in such a way as to increase the likelihood that the children would be eligible for Medicaid. Thus, this Court orders the trial court to vacate the parenting plan and separation agreement and hold further proceedings as necessary. See *Morris*, 148 Ohio St.3d 138, 2016-Ohio-5002, at ¶ 58.

State of Ohio v. Caslin 2018-Ohio-5362 (10th Dist)

One way to authenticate Facebook evidence.

We find the trial court properly admitted a Facebook screen shot when the analyst who took the screen shot appeared and testified about how she obtained it, and the overall body of evidence against Caslin was sufficient and not manifestly against conviction. We therefore overrule all of Caslin's assignments of error and affirm.

{¶ 19} Evid.R. 901(A) provides that a "condition precedent to admissibility" is authentication through "evidence sufficient to support a finding that the matter in question is what its proponent claims." Caslin argues in his brief the screenshot was never properly authenticated because anyone can create a fictitious account and masquerade as another person on social media, and someone with knowledge of the account-holder's identity was not called to testify. (Caslin Brief at 23-24.) Caslin's argument is inadequate to support error because it misapprehends the rule by presuming no one but the social media account creator could adequately authenticate a screenshot from the account.

{¶ 20} Evid.R. 901(B)(1) specifies the authentication requirement can be satisfied by the "[t]estimony of [a] witness with knowledge" that "a matter is what it is claimed to

be." In this case, a criminal intelligence analyst from the Columbus Division of Police testified she found the Facebook page on a public Facebook profile, she took a screenshot, and exhibit T was a true and accurate copy of that screenshot. (Tr. at 439-42.) She described its contents and noted the references to "Briiana Booker" by "Vezzo" and noted "Briiana Booker's" reply. (Tr. at 439-42.) She also drew attention to the fact that the pictures of "Vezzo" appear to be pictures of Caslin, and the pictures of "Briiana" on the Facebook page appear to be pictures of the same person photographed by surveillance cameras when Booker sold S.R.'s phone. Id. In the absence of evidence or contemporaneous objections that would support an inference that the screenshot photographs were contrived or altered, we find the evidence presented to have been both admissible and sufficient testimony in this case since the witness had knowledge the screenshot of the Facebook page was what it purported to be and could state what it communicated.

{¶ 21} We previously have addressed the foundation needed for admissibility of Facebook posts:

Evid.R. 901 states that all evidence must be properly authenticated before it is admissible into evidence. Exhibits are properly authenticated when there is evidence "sufficient to support finding that the matter in question is what the proponent claims." Evid.R. 901(A). Authenticity can be demonstrated by extrinsic evidence or the evidence can be self-authenticating. Authentication is satisfied when a proponent presents foundational evidence or testimony from which a rational jury may determine that the evidence is what its proponent claims it to be. *State v. Farrah*, 10th Dist. No. 01AP-968, 2002-Ohio-1918, ¶ 39. "The proponent need not offer conclusive evidence as a foundation must merely offer sufficient evidence to allow the question as to authenticity or genuineness to reach the jury." *State v. Caldwell*, 9th Dist. No. 14720, 1991 Ohio App. LEXIS 5879 (Dec. 4, 1991). *State v. Callender*, 10th Dist. No. 15AP-15, 2015-Ohio-4255, ¶ 32; see also *State v. Ross*, 10th Dist. No. 17AP-141, 2018-Ohio-3027, ¶ 37-38. "Generally, [t]he admission of evidence is within the discretion of the trial court." *Shaw v. Underwood*, 10th Dist. No. 16AP-605, 2017-Ohio-845, ¶ 25, quoting *Brown v. Dept. of Rehab. & Corr.*, 10th Dist. No. 13AP-804, 2014-Ohio-1810, ¶ 36, citing *Banford v. Aldrich Chem. Co.*, 126 Ohio St.3d 210, 2010-Ohio- 2470, ¶ 38; see also, e.g., *JPMorgan Chase Bank, NA. v. Liggins*, 10th Dist. No. 15AP-242, 2016-Ohio-3528, ¶ 18.

{¶ 22} State's Exhibit T was sufficiently authenticated and the trial court did not err in refusing to exclude it. Caslin's fourth assignment of error is overruled.

Moehrman v. Moehrman
2018-Ohio-5106 (10th Dist.)

What is Gross Neglect of Duty?

{¶ 5} R.C. 3105.01(F) states in part: "[t]he court of common pleas may grant divorces for * * * [a]ny gross neglect of duty." In general, "gross neglect of duty refers to an omission

of a legal duty." *Simpson v. Simpson*, 5th Dist. No. 02-COA-006, 2002-Ohio-6266, ¶ 8, citing *Mark v. Mark*, 145 Ohio St. 301 (1945), paragraph three of the syllabus. In accordance with Ohio law "a husband and wife owe each other obligations of mutual respect, fidelity, and support." *Id.* Nonetheless, "courts have struggled with determining what constitutes gross neglect of duty." *Id.* Because the term gross neglect of duty is "elusive of concrete definition," it has been held that "[t]he determination of what facts will establish * * * gross neglect of duty should be left to the broad, but sound, discretion of the trial court." *Deuri v. Deuri*, 9th Dist. No. 12869 (July 15, 1987), citing *Porter v. Lerch*, 129 Ohio St. 47 (1934.) Further, "[a]n appellate court will not reverse a trial court's determination of proper grounds for divorce absent a showing of an abuse of discretion." *Robinson v. Robinson*, 6th Dist. No. 91WD122 (Oct. 9, 1992).

{¶ 19} In considering the evidence presented, the trial court found "a pattern of behavior and dysfunction" by appellant "that is by its nature 'gross neglect of duty.'" The court cited testimony by appellee that appellant: (1) put his employment above his family, (2) worked too many hours for too little pay, (3) provided no emotional support to his wife, (4) was emotionally abusive to her and their children, and (5) treated appellee in a derogatory and degrading manner. The trial court found that testimony regarding appellant's behavior "revealed an almost obsessive personality, unrelenting in his position"; the court also cited evidence as to appellant's anger and "rare acknowledgement of fault."

Taylor v. Taylor
2018-Ohio-2530
10th Appellate District

The Decree and the Issuance of a DOPO

{¶ 7} The military retirement benefits are subject to property division. " '[R]etirement benefits accumulated during a marriage are subject to property division in a divorce proceeding.' " *Green v. Green*, 10th Dist. No. 05AP-484, 2006-Ohio-2534, 2006 WL 1391079, ¶ 12, quoting *Robins v. Robins*, 10th Dist. No. 04AP-1152, 2005-Ohio-4969, 2005 WL 2303703, ¶ 11. The trial court does not maintain continuing jurisdiction to modify a division of property or retirement benefits after a divorce decree.

[A] division of marital property is not subject to modification through the continuing jurisdiction of the court. Therefore, a trial court lacks continuing jurisdiction to modify a division of pension or retirement benefits. Put another way, a court has control over the division of property at the time of the divorce decree, but not thereafter. A trial court, however, always retains the power to enforce the provisions of a divorce decree. (Internal citations and quotations omitted.) *Green* at ¶ 12. While normally the decree of divorce would end the court's jurisdiction, the trial court specifically maintained jurisdiction for a limited time and purpose [115 N.E.3d 834] in this case to allow time for a third-party consultant to equalize all the defined benefit retirement plans.

[T]he parties stipulated and agreed that QDRO Consultants would equalize all their defined benefit retirement plans. The Court further orders that Plaintiff shall cause QDRO Consultants to prepare any Qualified Domestic Relations Order or Division of Property Order necessary to effectuate this agreement. The parties shall equally split the cost of QDRO Consultants. The Court retains jurisdiction to sign any QDRO or DOPO in accordance with this division of the retirement accounts . Because the amounts will be equalized, the Court finds this to be an equal division and therefore will not include any amounts for these items on the balance sheet.

(Emphasis added.) (June 29, 2016 Divorce Decree at 12.) Since the divorce decree contemplated issuing a qualified domestic relations order or division of property order in the future and did not resolve the division of the retirement accounts including the military benefits, the divorce decree was not a final appealable order.

Prohibition

Fradette v. Gold
2018-Ohio-2744
8th Appellate District

In divorce action, wife's petition for writ of prohibition to prevent respondent-judge from exercising jurisdiction over post-decree motion to terminate spousal support is denied where husband's withdrawal of post-decree motions does not equate to dismissing claims, Civ.R. 41(A), and double dismissal rule does not apply, and domestic relations court has continuing jurisdiction to adjudicate post-judgment matters.

Joseph filed three previous motions to terminate support over the years, but they were all voluntarily dismissed or withdrawn prior to judgment.[1] Joseph's most recent motion was filed July 7, 2017. The motion alleged that significant changes in Joseph's health and income made paying support impossible. On the day that a hearing was to take place before a magistrate, Carol filed a motion to dismiss arguing the double-dismissal rule applied and that the motion should be dismissed. The hearing was postponed so the respondent judge could rule on the motion.

{¶6} Civ.R. 41(A)(1) provides a plaintiff with the means to voluntarily dismiss all claims asserted in an action prior to the commencement of trial. The last sentence of this rule indicates that this road may only be traveled once: "Unless otherwise stated in the notice of dismissal or stipulation, the dismissal is without prejudice, except that a notice of dismissal operates as an adjudication upon the merits of any claim that the plaintiff has once dismissed in any court." Civ.R. 41(A)(1). See also *Olynyk v. Scoles*, 114 Ohio St.3d 56, 2007-Ohio-2878, 868 N.E.2d 254, _ 10.

{¶7} Here, Joseph previously withdrew post-decree motions, not claims. This court has previously expressed doubt as to whether Civ.R. 41 applies to the dismissal of motions rather than actions. *Reinhard v. Reinhard*, 8th Dist. Cuyahoga No. 95000, 2011-Ohio-343, ¶ 17 ("We are not convinced that Civ.R. 41 applies to motion practice

because it is entitled 'Dismissal of actions' and speaks specifically to dismissals of causes of actions and counterclaims").

{¶8} Even if the rule somehow applied, the respondent judge and magistrate have continuing jurisdiction to entertain post-decree motions based on changed circumstances and a writ of prohibition is not the proper vehicle for challenging a court's ability to entertain such motions.

Res judicata

Bakhtiar v. Saghafi
2018-Ohio-3796
8th Appellate District

Denial of husband's motion to declare final divorce decree void for lack of personal jurisdiction was not error where issue of court's personal jurisdiction over wife was extensively litigated throughout proceedings, husband raised challenge of personal jurisdiction in appeal with respect to guardian's right to participate in case, and issue is barred by res judicata.

{¶3} The parties were married in 1959 in Iran. On May 3, 2013, the husband and the couples' son filed applications in the Lorain County Court of Common Pleas, Probate Division, to be appointed guardian of the wife. Several days later, the wife filed a complaint for divorce in the Cuyahoga County Court of Common Pleas, Domestic Relations Division. State ex rel. Saghafi v. Celebrezze, 8th Dist. Cuyahoga No. 102746, 2015-Ohio-1159, ¶ 2. In July 2013, the husband moved to stay the divorce action pending the outcome of the probate action, asking the court to dismiss or "stay the proceedings until such time as an appropriate guardian has been appointed, and said guardian can intervene on [the wife's] behalf." On October 31, 2013, while the motion to stay was pending, the parties agreed in the probate court that the wife is in need of a guardianship. On November 25, 2013, the couple's daughter was appointed interim guardian of the wife's person and Steven Sartchev was appointed interim guardian of her estate, but the probate court further directed that the parties not proceed with the divorce until it issued final orders. In January 2014, the wife retained her present counsel, and the following month, on February 11, 2014, or prior to the domestic relations court's ruling on the husband's motion to stay divorce proceedings, the wife moved to substitute the interim guardians as plaintiffs in the divorce. On February 26, 2014, the domestic relations court granted this motion and denied the husband's motion to dismiss or stay the divorce proceedings. By October 2014, Zachary Simonoff was appointed guardian of the wife's estate; two months later, in December 2014, he was also substituted as a party-plaintiff in the divorce.

{¶4} In December 2014, the guardians filed a motion in probate court seeking permission to proceed with the divorce case. In re Guardianship of Bakhtiar, 9th Dist. Lorain No. 15CA010721, 2016-Ohio-8199, at ¶ 2. In December 2014, the probate court

issued a judgment authorizing the wife's guardian "to proceed in the Cuyahoga County Domestic Relations case through to final divorce." *Id.* at ¶ 2-7; *State ex rel. Saghafi v. Celebrezze*, 2015-Ohio-1159, ¶ 3. In relevant part, the probate court stated:

1. That the ward, [the wife] has expressed her desire to be divorced from her husband * * * on numerous occasions.
2. That the GAL's report confirms that [the wife] wants to be divorced and that she "knows" what she wants.
3. That [the wife] previously filed for divorce.
4. While [the wife] needs a Guardian to oversee her needs, she has the ability to express that she wants a divorce and why.

{¶5} The husband appealed the probate court ruling, but his appeal was ultimately dismissed as moot. *In re Guardianship of Bakhtiar*, 2016-Ohio-8199. A dissenting judge stated that he would affirm the case on the merits, and stated:

In the present case, the probate court exercised its discretion as superior guardian of [the wife] when it authorized the guardian to proceed with the final divorce hearing. In its December 3, 2014 judgment entry, the probate court stated that after reviewing the Guardian Ad Litem report and the briefs in opposition and support, it found the report confirmed that [the wife] "wants to be divorced and that she 'knows' what she wants." Additionally, the probate court found that "[w]hile [the wife] needs a Guardian to oversee her needs she has the ability to express that she wants a divorce and why." Upon review of the Guardian Ad Litem report, it states that "[the wife] is an extremely articulate and intelligent woman who is able to express herself well." The probate court considered the Guardian Ad Litem's findings in making its decision and reviewed the briefs in opposition and support; therefore, I do not hold that the probate court abused its discretion in finding the ward is capable of expressing her feelings regarding divorce and authorizing the guardian to proceed through final decree. *Id.* . at ¶ 29.

{¶6} The husband next sought a writ of prohibition to bar the domestic relations court from proceeding, arguing that there was no "complaining party to the divorce action willing and able to proceed." *State ex rel. Saghafi*, 2015-Ohio-1159, at ¶ 4. In denying the writ, this court determined that the domestic relations court had subject matter jurisdiction, and that the challenge to the wife's competency did not deprive the domestic relations court of jurisdiction. *Id.* at ¶ 7. This court additionally framed the husband's challenge to the domestic relations court's jurisdiction as a "lack of standing to prosecute an action in divorce," which, if proven would merely render a divorce voidable and not void. *Id.* . at ¶ 8.

{¶7} The husband again moved to dismiss the divorce proceedings on February 2, 2015, arguing that the wife is incompetent and is being subjected to undue influence from her daughter. The domestic relations court denied this motion and the divorce proceeded to trial in June 2015. The domestic relations court issued a final divorce decree on October 28, 2015. As is relevant herein, the court noted that it had relied upon:

a stipulation made by the parties in 2013 that [the wife] had "clearly and cogently" stated to the probate court that she desired to be divorced and also relied on testimony from her legal guardian to establish that [the wife] desired a divorce. Bakhtiar v. Saghafi, 2016-Ohio-8052, 75 N.E.3d 80, ¶ 1 (8th Dist.). The court also noted that "jurisdiction and venue are proper."

TAB B





ERINN MCKEE HANNIGAN

Erinn McKee Hannigan is an attorney and mediator who has always limited her practice exclusively to family law. Erinn practices in Hamilton, Clermont, Warren and Butler Counties in Ohio. She is an Honors College graduate of Ball State University in 1995. She received her law degree from Loyola University Chicago School of Law in 2002 and earned a Certificate of Childlaw from her law school by concentrating her legal studies in the areas of child and family law. She was admitted to the North Carolina bar in 2002 and Ohio in 2006.

Erinn focuses her entire legal career on children and families. Erinn has significant experience handling complex and high conflict family law matters in domestic relations and juvenile courts. Erinn works with families on dissolution, parenting, custody and support matters.

After spending over fifteen years working within the Court system, Erinn decided it was time to work with her clients exclusively on out of court settlements. Erinn assists clients in mediation, negotiation, settlement conferences, Collaborative Practice and other alternative dispute resolutions processes.

She is certified by the Ohio Supreme Court as a domestic relations mediator and an active collaborative law professional. Erinn served as the co-chair of the Cincinnati Academy of Collaborative Professionals and continues to serve on the board of that organization.

Erinn serves as a Guardian ad Litem in the Hamilton County Court of Domestic Relations. Erinn presents at various seminars across the state of Ohio on Family Law and Collaborative Law matters.

AREAS OF PRACTICE

- Collaborative Practice
- Mediation Representation
- Mediator
- Dissolution
- Negotiation
- Review & Advise
- Guardian ad Litem
- Parenting Coordinator (Effective July 2018)

EDUCATION

- Loyola University Chicago School of Law (J.D.)
- Loyola University Chicago School of Law (Certificate of Child law)
- Ball State University (B.A., with honors)

COMMUNITY INVOLVEMENT

- Cincinnati Academy of Collaborative Professionals
- International Association of Collaborative
- Cincinnati Bar Association, Domestic Relations Section member
- Ohio Bar Association
- North Carolina Bar Association
- Cinderella's Closet, Northern Kentucky committee co-chair

HONORS & RECOGNITION

- Super Lawyer Rising Star 2006-2013
- Super Lawyer 2013-2017
- Top 25 Women Lawyers in Cincinnati 2016

ELIZABETH R. MURRAY
Frost Brown Todd LLC
301 E. Fourth Street
Suite 3300
Cincinnati, Ohio 45202

Elizabeth (“Beth”) has spent over two decades delivering a family law practice which helps parents and children find solutions to painful and complex personal and relationship problems. Beth strongly believes collaboration is often the best method of resolving conflict. Beth co-chairs the Cincinnati Academy of Collaborative Professionals and has been a member since 1997 of this organization which focuses on collaboration and alternative dispute resolution. Beth is a certified mediator. In family law matters, Beth’s commitment to children is underscored by her tireless efforts as *guardian ad litem* protecting children’s rights in custody disputes and she is a certified parenting coordinator. In addition, Beth handles prenuptial agreements, adoption, custody, divorce, dissolution, post decree matters, child and spousal support, and visitation. Beth received her J.D. from the Salmon P. Chase College of Law, Northern Kentucky University, and her B.S. from the University of Cincinnati. Beth is licensed to practice law in Ohio and Kentucky as well as the Supreme Court of the United States. Beth has served on multiple community boards including the Junior League of Cincinnati, Cincinnati Sports Club, Sudden Infant Death Syndrome Alliance, Camp Ernst Capital Campaign, PTO President at St. Mary School as well as volunteering for Junior Achievement, St. Mary School, Walnut Hills High School and Cincinnati Children’s Hospital. Beth is currently a member of the Cincinnati Bar Association, the Ohio Bar Association, the American Bar Association, the Cincinnati Academy of Collaborative Professionals, the International Academy of Collaborative Professionals, the Association of Family and Conciliation Courts and was recently named one of the 100 Wise Women of Cincinnati.

KIMBERLY A. KENT is a Licensed Independent Social Worker. She is also the supervisor of the Dispute Resolution Department overseeing a staff of eight employees. Her practice focuses on court ordered child custody evaluations/investigations, mediation, and Early Neutral Evaluation sessions. Kimberly regularly testifies in contested custody cases, helps facilitate parenting classes for co-parents, and serves on the Hamilton County Fatality Review Board. She is a licensed mediator and has completed all of her necessary hours of training. In addition she has served as a volunteer for the Supreme Court of Ohio's Basic Mediation sessions. Kimberly has completed the Parenting Coordination and Guardian ad Litem training programs. Prior to joining the court, Kimberly was a Program Director at the Council on Child Abuse of Southern Ohio, Inc. She designed curriculums for school based safety programs, facilitated support groups for adult survivors of abuse and was a spokesperson for the United Way. She is a graduate of Michigan State University and the University of Kentucky.

Gina James has served as a counselor in the Hamilton County Domestic Relations Court since August 2000. She initially only conducted parenting time/visitation evaluations and provided counseling, information, and referral services to divorced/divorcing parents via the telephone. In 2001, she completed twelve hours of basic mediation training and forty hours of divorce/family mediation training, allowing her to become a mediator at the court. In 2006, Ms. James began conducting custody investigations. She became an evaluator in the Early Neutral Evaluation program at the court in 2014 and started co-facilitating the Court's Parenting Through Transitions class in 2016. Before coming to the court, Ms. James worked in an adolescent chemical dependency program, providing individual and group therapy and education on alcohol/drug addiction and then in a mental health agency, providing individual, marital and child therapy. Ms. James earned a Bachelor of Arts degree in socio-psychology from the College of Mount St. Joseph and a Master of Arts degree in community counseling from the University of Cincinnati. She is a Licensed Professional Counselor and a Licensed Chemical Dependency Counselor.

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

Plaintiff

-vs/and-

Defendant

Enter: _____

Date: _____

Case No. _____

File No. _____

**AGREED ENTRY PARENTING
COORDINATION**

Judge _____

Magistrate _____

WHEREAS, the parents are attempting to finalize their marriage since the divorce action was filed; and

WHEREAS, both parties have filed numerous parenting motions since the divorce action was filed. Several parenting motions are currently pending before the Court; and

WHEREAS, parenting issues remain unresolved and both parents recognize that reducing litigation-related conflict is beneficial to their children and both parents' desire to utilize the Parenting Coordination process pursuant to Local Rule Title II, Section 2.11.

WHEREFORE, both parents and their respective counsel agree to utilize the Parenting Coordination process and both parents further agree that the following shall be the order of the Court, effective immediately upon the filing of this Agreed Entry:

IT IS HEREBY ORDERED: Both parties shall participate in Parenting Coordination.

I. PARENTING COORDINATOR APPOINTMENT.

The Court hereby appoints _____ to serve as the parenting coordinator for the parties and minor child(ren), pursuant to Local Rule 2.11. The parenting coordinator can be reached at:

II. TERM OF APPOINTMENT.

The above named parenting coordinator is appointed for a term of _____ months ending on _____.

This action is temporarily stayed for purposes of statistical reporting to the Ohio Supreme Court while the parties are in parenting coordination. The parties and/or counsel for the parties shall timely notify this Court of the termination of parenting coordination.

III. FEES AND EXPENSES.

Fees and expenses shall be paid as follows:

Compensation for the billable time of an **in-court parenting coordinator** shall be at the rate of one hundred and seventy-five dollars (\$175.00) per hour. The parties shall be equally responsible for the parenting coordinator's fees and any expenses associated with the parenting coordination. A minimum deposit of one thousand, seven hundred fifty dollars (\$1,750.00) shall be made with the Clerk of Courts in Room 3-47 at 800 Broadway or via telephone at (513) 946-9150 within 14 days of this Order (additional fee applies for using a

credit card). Subsequent deposits may be ordered upon the filing of a motion and affidavit by the in-court parenting coordinator. The in-court parenting coordinator shall submit a monthly billing statement to the parties and shall maintain a copy for review by the Court.

Compensation for the billable time of an in-court parenting coordinator shall be waived because of **indigence**.

Compensation for the billable time of the above named **community parenting coordinator** is pursuant to the Parenting Coordinator Brochure and Referral List (DR 2.53). **Payments for a community PC must be coordinated directly with the community PC, NOT the Clerk of Courts.**

The parenting coordinator has the right to suspend all services until payment of any unpaid balance.

IV. POWERS AND DUTIES OF THE PARENTING COORDINATOR.

The parenting coordinator's scope of authority is as follows:

- A. Monitor the Court's Order and assist the parties in resolving disputes related to the Order, provided that the disputes do not involve:
1. whether to grant, modify or terminate a protection order;
 2. the terms and conditions of a protection order;
 3. the penalty for violation of a protection order;
 4. changes in the designation of the primary residential parent or legal custodian; or
 5. changes to the primary placement of a child.
- B. Consult with outside sources, such as teachers, therapists, physicians, attorneys for either party, family members, etc. Review school records and speak to or review the records of individuals with whom the parties and/or child(ren) have met. Upon request of the parenting coordinator, parties shall sign any and all necessary authorizations to release records and information to the parenting coordinator.
- C. Issue a written decision, when attempts to assist the parties to reach an agreement have failed, on any of the following:
1. Occasional schedule adjustments which do not substantially alter the basic time share agreement;
 2. Participation in parenting time or companionship time by significant others, relatives, etc.;
 3. School placement;
 4. Dates, time and method of pick-up and delivery;
 5. Minor or occasional adjustment in vacations or holiday schedules;
 6. Transportation to and from parenting time;
 7. Participation in childcare/daycare and babysitting;
 8. School attendance and homework;
 9. Bedtime schedule;
 10. Diet;
 11. Purchase and sharing of child(ren)'s clothing, equipment and personal possessions, including possession and transporting of the same between households;
 12. Child(ren)'s appearance and/or alteration of appearance, including haircuts, tattoos, ear, face or body piercings;
 13. Sports, lessons and recreation;
 14. Enrichment activities and summer camp;
 15. Discipline;
 16. Participation in routine at-home health care and hygiene;
 17. Communication between the parties and between the parties and the child(ren);
 18. Health care management issues, including choice of medical providers;
 19. Child(ren)'s travel and passport issues;

20. Signing of appropriate releases from each party to provide access to confidential and privileged records, including medical, psychological or psychiatric records of a party or the child(ren);
21. Child(ren)'s participation in religious observances and religious education; and
22. Any other parenting issues that were not previously addressed by the parties.

- D. Report to child protective services, law enforcement, or other appropriate authority pursuant to the procedures set forth in R.C. 2151.421, any suspected child abuse or neglect and any apparent serious risk of harm to a family member's self, another family member, or a third party.
- E. Interview the minor child(ren) privately to ascertain the child(ren)'s needs as to the issues being discussed. In conducting such an interview, the parenting coordinator shall avoid forcing a child to choose between the parties or otherwise putting a child in the middle of the parties' conflicts.
- F. Interview members of the immediate family or extended family of parties and other relevant third parties reasonably deemed necessary. The parties shall provide the parenting coordinator with all necessary information to contact and communicate with the above-mentioned persons, including phone numbers, mailing and residence addresses and email addresses.

V. CONFIDENTIALITY.

- A. Communications between the parties and the parenting coordinator are not confidential. Therefore, the parties' written and oral communications, negotiations and statements can and may be disclosed to others. The parenting coordinator will utilize this information in making decisions and may disclose this information in his/her written decisions.
- B. The parties are on notice that the parenting coordinator must disclose the following information:
 1. He/she has reason to believe that a child is in need of protection;
 2. Either party or another person is in danger of bodily harm; or
 3. He/she learns of the intent to commit a felony.

VI. PARENTING COORDINATION TERMS AND CONDITIONS.

A. CONTACT WITH THE PARENTING COORDINATOR.

1. The parenting coordinator will inform the parties of the method of communication that they need to use throughout the parenting coordination process. The parenting coordinator should not be contacted outside of the work hours he/she communicates to the parties unless the parenting coordinator specifically authorizes parties in writing to call after hours, and then only for the specific purposes the parenting coordinator allows. The Court may sanction any party who abuses the parenting coordinator's personal time. If parties are in disagreement after normal business hours, the complaining party should refrain from contacting the parenting coordinator until the next business day following the incident.
2. Each party shall contact the parenting coordinator within ten (10) days of the date of this Order to schedule the first appointment. The parties shall meet with the parenting coordinator within thirty (30) days of this Order. The parenting coordinator shall determine the schedule for subsequent appointments, which may be over the telephone, in-person or any other means the parenting coordinator deems appropriate. The parties shall attend parenting coordination sessions as the parenting coordinator requests. The parenting coordinator has the authority to approve or to disapprove any request to reschedule parenting coordination sessions.
3. The parties are responsible for providing the parenting coordinator with all necessary contact information, including all phone numbers, mailing and residence addresses and e-mail addresses.
4. The parenting coordinator shall be given notice of all hearings and proceedings and shall be provided a copy of all pleadings, motions, notices and other documents filed in the case.

B. EMERGENCY CIRCUMSTANCES:

The parenting coordinator is not available to respond to emergencies. Urgent health matters should be directed to an emergency room service, physician, or therapist. If a child is in imminent danger of harm, parties shall contact law enforcement, Hamilton County Job & Family Services or other appropriate agency, not the parenting coordinator.

C. RECORD KEEPING:

The parenting coordinator will maintain all notes from the parenting coordination process, including electronic and regular mail communications. Parties shall sign and abide by all agreements reached during a parenting coordination session.

D. PARENTING COORDINATOR DECISIONS:

1. If the parties are unable to reach an agreement regarding a dispute, the parenting coordinator shall prepare a written Parenting Coordinator Decision (DR 2.57), which shall be effective immediately and the parties shall follow until otherwise ordered by the Court.
2. The Parenting Coordinator Decision (DR 2.57) shall set forth the reasons for the parenting coordinator’s decision. Should either party object to the written Parenting Coordinator Decision (DR 2.57), that party shall follow the procedures for filing objections set forth in Local Rule 2.11.

E. SANCTIONS:

Any party who violates this Order may be subject to sanctions, including but not limited to, additional fees, forfeiture of paid fees, contempt of court, attorney fees, or costs. The parenting coordinator may recommend sanctions to the Court.

All orders of this Court shall remain in full force and effect until further order of this Court.

By signature on this Agreed Entry, both parties expressly, knowingly, and voluntarily waive their right, if any, to the Court’s issuance of separate findings of fact and conclusions of law.

Judge/Magistrate

Plaintiff

Defendant

Attorney for Plaintiff

Attorney for Defendant

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

Plaintiff

-vs/and-

Defendant

Enter: _____

Date: _____

Case No. _____

File No. _____

**AGREED ENTRY PARENTING
COORDINATION**

Judge _____

Magistrate _____

WHEREAS, the parents entered into a Shared Parenting Plan that was incorporated into a Final Decree of Shared Parenting and filed with this Court; and

WHEREAS, both parties have filed numerous post-decree parenting motions since the journalization of the Final Decree of Shared Parenting. Several parenting motions are currently pending before the Court; and

WHEREAS, parenting issues remain unresolved and both parents recognize that reducing litigation-related conflict is beneficial to their children and both parents' desire to utilize the Parenting Coordination process pursuant to Local Rule Title II, Section 2.11.

WHEREFORE, both parents and their respective counsel agree to utilize the Parenting Coordination process and both parents further agree that the following shall be the order of the Court, effective immediately upon the filing of this Agreed Entry:

IT IS HEREBY ORDERED: Both parties shall participate in Parenting Coordination.

I. PARENTING COORDINATOR APPOINTMENT.

The Court hereby appoints _____ to serve as the parenting coordinator for the parties and minor child(ren), pursuant to Local Rule 2.11. The parenting coordinator can be reached at: _____.

II. TERM OF APPOINTMENT.

The above named parenting coordinator is appointed for a term of _____ months ending on _____.

This action is temporarily stayed for purposes of statistical reporting to the Ohio Supreme Court while the parties are in parenting coordination. The parties and/or counsel for the parties shall timely notify this Court of the termination of parenting coordination.

III. FEES AND EXPENSES.

Fees and expenses shall be paid as follows:

Compensation for the billable time of an **in-court parenting coordinator** shall be at the rate of one hundred and seventy-five dollars (\$175.00) per hour. The parties shall be equally responsible for the parenting coordinator's fees and any expenses associated with the parenting coordination. A minimum deposit of one thousand, seven hundred fifty dollars (\$1,750.00) shall be made with the Clerk of Courts in Room 3-47 at 800

Broadway or via telephone at (513) 946-9150 within 14 days of this Order (additional fee applies if using a credit card). Subsequent deposits may be ordered upon the filing of a motion and affidavit by the in-court parenting coordinator. The in-court parenting coordinator shall submit a monthly billing statement to the parties and shall maintain a copy for review by the Court.

Compensation for the billable time of an in-court parenting coordinator shall be waived because of **indigence**.

Compensation for the billable time of the above named **community parenting coordinator** is pursuant to the Parenting Coordinator Brochure and Referral List (DR 2.53). **Payments for a community PC must be coordinated directly with the community PC, NOT the Clerk of Courts.**

The parenting coordinator has the right to suspend all services until payment of any unpaid balance.

IV. POWERS AND DUTIES OF THE PARENTING COORDINATOR.

The parenting coordinator's scope of authority is as follows:

- A. Monitor the Court's Order and assist the parties in resolving disputes related to the Order, provided that the disputes do not involve:
1. whether to grant, modify or terminate a protection order;
 2. the terms and conditions of a protection order;
 3. the penalty for violation of a protection order;
 4. changes in the designation of the primary residential parent or legal custodian; or
 5. changes to the primary placement of a child.
- B. Consult with outside sources, such as teachers, therapists, physicians, attorneys for either party, family members, etc. Review school records and speak to or review the records of individuals with whom the parties and/or child(ren) have met. Upon request of the parenting coordinator, parties shall sign any and all necessary authorizations to release records and information to the parenting coordinator.
- C. Issue a written decision, when attempts to assist the parties to reach an agreement have failed, on any of the following:
1. Occasional schedule adjustments which do not substantially alter the basic time share agreement;
 2. Participation in parenting time or companionship time by significant others, relatives, etc.;
 3. School placement;
 4. Dates, time and method of pick-up and delivery;
 5. Minor or occasional adjustment in vacations or holiday schedules;
 6. Transportation to and from parenting time;
 7. Participation in childcare/daycare and babysitting;
 8. School attendance and homework;
 9. Bedtime schedule;
 10. Diet;
 11. Purchase and sharing of child(ren)'s clothing, equipment and personal possessions, including possession and transporting of the same between households;
 12. Child(ren)'s appearance and/or alteration of appearance, including haircuts, tattoos, ear, face or body piercings;
 13. Sports, lessons and recreation;
 14. Enrichment activities and summer camp;
 15. Discipline;
 16. Participation in routine at-home health care and hygiene;
 17. Communication between the parties and between the parties and the child(ren);
 18. Health care management issues, including choice of medical providers;
 19. Child(ren)'s travel and passport issues;

20. Signing of appropriate releases from each party to provide access to confidential and privileged records, including medical, psychological or psychiatric records of a party or the child(ren);
21. Child(ren)'s participation in religious observances and religious education; and
22. Any other parenting issues that were not previously addressed by the parties.

- D. Report to child protective services, law enforcement, or other appropriate authority pursuant to the procedures set forth in R.C. 2151.421, any suspected child abuse or neglect and any apparent serious risk of harm to a family member's self, another family member, or a third party.
- E. Interview the minor child(ren) privately to ascertain the child(ren)'s needs as to the issues being discussed. In conducting such an interview, the parenting coordinator shall avoid forcing a child to choose between the parties or otherwise putting a child in the middle of the parties' conflicts.
- F. Interview members of the immediate family or extended family of parties and other relevant third parties reasonably deemed necessary. The parties shall provide the parenting coordinator with all necessary information to contact and communicate with the above-mentioned persons, including phone numbers, mailing and residence addresses and email addresses.

V. CONFIDENTIALITY.

- A. Communications between the parties and the parenting coordinator are not confidential. Therefore, the parties' written and oral communications, negotiations and statements can and may be disclosed to others. The parenting coordinator will utilize this information in making decisions and may disclose this information in his/her written decisions.
- B. The parties are on notice that the parenting coordinator must disclose the following information:
 1. He/she has reason to believe that a child is in need of protection;
 2. Either party or another person is in danger of bodily harm; or
 3. He/she learns of the intent to commit a felony.

VI. PARENTING COORDINATION TERMS AND CONDITIONS.

A. CONTACT WITH THE PARENTING COORDINATOR.

1. The parenting coordinator will inform the parties of the method of communication that they need to use throughout the parenting coordination process. The parenting coordinator should not be contacted outside of the work hours he/she communicates to the parties unless the parenting coordinator specifically authorizes parties in writing to call after hours, and then only for the specific purposes the parenting coordinator allows. The Court may sanction any party who abuses the parenting coordinator's personal time. If parties are in disagreement after normal business hours, the complaining party should refrain from contacting the parenting coordinator until the next business day following the incident.
2. Each party shall contact the parenting coordinator within ten (10) days of the date of this Order to schedule the first appointment. The parties shall meet with the parenting coordinator within thirty (30) days of this Order. The parenting coordinator shall determine the schedule for subsequent appointments, which may be over the telephone, in-person or any other means the parenting coordinator deems appropriate. The parties shall attend parenting coordination sessions as the parenting coordinator requests. The parenting coordinator has the authority to approve or to disapprove any request to reschedule parenting coordination sessions.
3. The parties are responsible for providing the parenting coordinator with all necessary contact information, including all phone numbers, mailing and residence addresses and e-mail addresses.
4. The parenting coordinator shall be given notice of all hearings and proceedings and shall be provided a copy of all pleadings, motions, notices and other documents filed in the case.

B. EMERGENCY CIRCUMSTANCES:

The parenting coordinator is not available to respond to emergencies. Urgent health matters should be directed to an emergency room service, physician, or therapist. If a child is in imminent danger of harm, parties shall contact law enforcement, Hamilton County Job & Family Services or other appropriate agency, not the parenting coordinator.

C. RECORD KEEPING:

The parenting coordinator will maintain all notes from the parenting coordination process, including electronic and regular mail communications. Parties shall sign and abide by all agreements reached during a parenting coordination session.

D. PARENTING COORDINATOR DECISIONS:

1. If the parties are unable to reach an agreement regarding a dispute, the parenting coordinator shall prepare a written Parenting Coordinator Decision (DR 2.57), which shall be effective immediately and the parties shall follow until otherwise ordered by the Court.
2. The Parenting Coordinator Decision (DR 2.57) shall set forth the reasons for the parenting coordinator’s decision. Should either party object to the written Parenting Coordinator Decision (DR 2.57), that party shall follow the procedures for filing objections set forth in Local Rule 2.11.

E. SANCTIONS:

Any party who violates this Order may be subject to sanctions, including but not limited to, additional fees, forfeiture of paid fees, contempt of court, attorney fees, or costs. The parenting coordinator may recommend sanctions to the Court.

All orders of this Court shall remain in full force and effect until further order of this Court.

By signature on this Agreed Entry, both parties expressly, knowingly, and voluntarily waive their right, if any, to the Court’s issuance of separate findings of fact and conclusions of law.

Judge/Magistrate

Plaintiff

Defendant

Attorney for Plaintiff

Attorney for Defendant

2.11 PARENTING COORDINATION - NEW 01/01/2016

Definitions:

“Parenting coordination” is a court ordered child-focused dispute resolution process established to assist parties in implementing a parental rights and responsibilities order or companionship time order using assessment, education, case management, conflict management, coaching, or decision-making.

“Parenting coordination” is not mediation subject to O.R.C. Chapter 2710, O.R.C. 3109.052, or Sup.R. 16.

“Parenting coordinator” means a court ordered individual who conducts parenting coordination. The parenting coordinator may work in the community or in-court.

Scope:

At any point after a parental rights and responsibilities order or companionship time order is filed, the Court may order parenting coordination except to determine the following:

- (A) Whether to grant, to modify, or to terminate a protection order;
- (B) The terms and conditions of a protection order;
- (C) The penalty for violation of a protection order;
- (D) Changes in the designation of the primary residential parent or legal guardian;
- (E) Changes in the primary placement of a child.

Appointment and Qualifications:

(A) Reasons for Ordering Parenting Coordination

The Court may order parenting coordination, sua sponte or upon written motion of one or both parties, when one or more of the following factors are present:

1. The parties have ongoing disagreements about the implementation of a parental rights and responsibilities or companionship time order and need ongoing assistance;
2. There is a history of extreme or ongoing parental conflict that previous litigation or other interventions has not resolved and from which the child/children of the parties is adversely affected;
3. The parties have a child/children whose parenting time schedule requires frequent adjustments, specified in an Order of the Court, to maintain age-appropriate contact with both parties, and the parties have been previously unable to reach agreements on their parenting time schedule without Court intervention;
4. The parties have a child/children with a medical or psychological condition or disability that requires frequent decisions regarding treatment or frequent adjustments in the parenting time schedule, specified in an Order of the Court, and the parties have been previously unable to reach agreements on their parenting time schedule without Court intervention;
5. One or both parties suffer from a medical or psychological condition or disability that results in an inability to reach agreements on or to make adjustments in their parenting time schedule without assistance, even when minor in nature;

6. Any other factor the Court determines.

(B) Parenting Coordinator Qualifications

The Court shall appoint an individual as a parenting coordinator who meets all of the following qualifications:

1. A master's degree or higher, a law degree, or education and experience satisfactory to the Court;
2. At least five years of significant professional experience with situations involving children, which includes parenting coordination, counseling, casework, legal representation in family law matters, serving as a guardian ad litem or mediator, or such other equivalent experience satisfactory to the Court;
3. Has completed the Dispute Resolution Section of the Supreme Court of Ohio approved training:
 - (a) At least twelve hours of basic mediation training;
 - (b) At least forty hours of specialized family or divorce mediation training;
 - (c) At least fourteen hours of specialized training in domestic abuse and dispute resolution;
 - (d) At least twelve hours of specialized training in parenting coordination;
4. Community parenting coordinators must complete and submit the Application For The Parenting Coordinator Appointment List (DR 2.50) to the Director of the Dispute Resolution Department. The application shall include a resume stating the applicant's training, experience and expertise demonstrating compliance with this local rule and the applicant's ability to successfully perform the duties and responsibilities of the parenting coordinator. The applicant's Background Disclosure Statement (DR 2.51) and proof of malpractice insurance shall also be included;
5. Community parenting coordinators must complete an orientation through the Court. Further, the Court may require an assigned mentor as deemed necessary;
6. Continuing Education: To maintain eligibility for appointment, a parenting coordinator shall complete at least three hours per calendar year of continuing education relating to children that the Supreme Court of Ohio has approved;
7. If the Court appoints a community parenting coordinator on a case for which the parenting coordinator was paid, the parenting coordinator must agree to accept at least one reduced fee assignment per year. If a parenting coordinator refuses the Court's assignment of one reduced fee case a year, the Court may remove the parenting coordinator from the list of eligible parenting coordinators;
8. Reporting and Review:
 1. A parenting coordinator shall provide copies of all reports and decisions to the Dispute Resolution Department;

2. On or before June 1st and January 1st of each year, a parenting coordinator shall provide to the Dispute Resolution Department a list of the parenting coordinator's active parenting coordination cases;
3. A parenting coordinator shall provide an updated resume to the Director of the Dispute Resolution Department with any substantive changes and shall notify the Director of any changes to name, address, telephone number and, if available, electronic mail address contained in the resume;
4. On or before January 1st of each year, a parenting coordinator shall certify that he/she is unaware of any circumstances that would disqualify him/her from serving and shall report to the Court a list of all continuing education training completed during the previous year pursuant to this local rule, including the sponsor, title, date, and location of each training. A parenting coordinator shall not be eligible for appointment until this requirement is satisfied. The parenting coordinator shall complete three hours of continuing education for each calendar year of deficiency;
5. The Court shall conduct an annual review of each parenting coordinator's qualifications each January and shall remove from the Court's list those parenting coordinators who are no longer qualified.

(C) Parenting Coordinator Appointment Order

The Court's appointment order shall set forth all of the following:

1. The name of the parenting coordinator and any contact information the Court may choose to include;
2. The specific powers and duties of the parenting coordinator;
3. The term of the appointment;
4. The scope of confidentiality;
5. The parties' responsibility for fees and expenses for services rendered by the parenting coordinator;
6. Parenting coordination terms and conditions.

(D) Selection of Parenting Coordinator for Appointment

The parenting coordinator who meets the qualifications in this local rule shall be selected using one of the following:

1. Court employee;
2. Random selection from the Court's roster of parenting coordinators;
3. Specific appointment based on the type of case and the qualifications and caseload of the parenting coordinator;
4. Parties select a parenting coordinator from the Court's roster of parenting coordinators.

If a party objects to the appointment of a particular parenting coordinator, the party shall file a motion supported with an affidavit that states the objections with specificity. The Court will conduct a hearing.

(E) Prohibited Parenting Coordinator Appointments

The Court shall not appoint a parenting coordinator who does not possess the qualifications in this local rule, or who is serving in a role that creates a professional conflict including, but not limited to: a child's attorney or child advocate; guardian ad litem; custody evaluator; therapist, consultant, coach, or other mental health role to any family member; mediator; or attorney for either party.

Parties shall not waive this prohibition.

(F) Termination or Modification of Parenting Coordinator Appointment

Upon motion of a party, for good cause shown, or at the parenting coordinator's request in a written decision, or sua sponte, the Court may terminate or modify the parenting coordinator appointment.

Parenting Coordinator Responsibilities:

(A) Ability to perform duties

A parenting coordinator shall report to the Court any activity, criminal or otherwise, that would adversely affect the parenting coordinator's ability to perform the functions of a parenting coordinator.

(B) Compliance with appointment order

A parenting coordinator shall comply with the requirements of and act in accordance with the appointment order the Court issued.

(C) Independence, objectivity, and impartiality

A parenting coordinator shall maintain independence, objectivity, and impartiality, including avoiding the appearance of partiality, in dealings with parties and professionals, both in and out of the courtroom.

(D) Conflicts of interest

1. A parenting coordinator shall avoid any clear conflicts of interest arising from any relationship activity, including but not limited to those of employment or business or from professional or personal contacts with parties or others involved in the case. A parenting coordinator shall avoid self-dealing or associations from which the parenting coordinator may benefit, directly or indirectly, except from services as a parenting coordinator.
2. Upon becoming aware of a clear conflict of interest, a parenting coordinator shall advise the Court and the parties of the action taken to resolve the conflict and, if unable to do so, seek the direction of the Court.

(E) Ex parte communications

A parenting coordinator shall not have ex parte communications with the Court regarding substantive matters or issues on the merits of the case.

(F) Legal advice

A parenting coordinator shall not offer legal advice.

Parenting Coordination Procedures:

(A) Screening for and disclosure of domestic abuse and domestic violence

1. The parenting coordinator shall screen all cases for domestic abuse and domestic violence before the commencement of the parenting coordination process and during the parenting coordination process.
2. All parties and counsel shall immediately advise the parenting coordinator of any domestic violence convictions and/or allegations known to them or which become known to them during the parenting coordination process.
3. When domestic abuse or domestic violence is alleged, suspected, or present, before proceeding, a parenting coordinator shall do each of the following:
 1. Fully inform the person who is or may be the victim of domestic abuse or domestic violence about the parenting coordination process and the option to have a support person present at parenting coordination sessions;
 2. Have procedures in place to provide for the safety of all persons involved in the parenting coordination process;
 3. Have procedures in place to terminate the parenting coordination session/process if there is a continued threat of domestic abuse, domestic violence, or coercion between the parties.

(B) Disclosure of abuse, neglect, and harm

A parenting coordinator shall inform the parties that the parenting coordinator shall report any suspected child abuse or neglect and any apparent serious risk of harm to a family member's self, another family member, or a third party to child protective services, law enforcement, or other appropriate authority. A parenting coordinator shall report child abuse or neglect pursuant to the procedures set forth in O.R.C. 2151.421.

(C) Attendance and participation

1. Parties shall contact and meet with the parenting coordinator within thirty (30) days of the appointment order. Parties shall attend parenting coordination sessions the parenting coordinator requests. The parenting coordinator has the authority to approve or to disapprove any request to reschedule parenting coordination sessions.

2. A parenting coordinator shall allow attendance and participation of the parties and, if the parties request, their attorneys and any other individuals the parties designate. A party shall notify the parenting coordinator at least one week before the session should a party want his/her attorney or other designated individual to attend.
3. Parties shall notify the parenting coordinator and the Court of any changes to address, telephone number, and electronic mail address.
4. The parenting coordinator may notify the Court of noncompliance and request that sanctions be levied against offending parties.

(D) Referrals to support services

A parenting coordinator may provide to the parties information regarding appropriate referrals to community resources, such as legal counsel, counseling, parenting courses or education.

The parenting coordinator shall provide necessary support services to the parties concerning victims and suspected victims of domestic abuse and domestic violence.

(E) Parenting coordination agreements, reports, and decisions

1. Parties shall sign and comply with agreements reached during a parenting coordination session, which shall be maintained in the parenting coordinator's file. The parenting coordinator shall provide a copy to each party and their attorneys, if applicable.
2. Every six months, unless the Court determines otherwise, the parenting coordinator shall prepare a written report for the assigned Judge or Magistrate, the Dispute Resolution Department, parties, and attorneys, if applicable. The report shall not be filed with the Clerk of Courts. The report shall include, but is not limited to, all of the following:
 1. Dates of parenting coordination sessions;
 2. Whether a parenting coordination session occurred or was terminated;
 3. Requests to reschedule a parenting coordination session, including the name of the requestor and whether the request was approved;
 4. Whether an agreement was reached on some, all, or none of the issues during a session;
 5. Who was in attendance at each session;
 6. The date and time of a future parenting coordination session;
 7. Whether any decisions were written and, if so, the dates.
3. The parenting coordinator shall first attempt to assist the parties in reaching an agreement that resolves the dispute. If the parties are unable to reach an agreement, the parenting coordinator shall issue a written decision that is effective immediately and remains effective until further ordered. The parenting coordinator shall provide copies to the Dispute Resolution Department, the parties and their attorneys, if applicable. The decision shall be immediately filed with the

Clerk of Court pursuant to the Ohio Rules of Civil Procedure Rule 4 to 4.6. All filing fees shall be waived for the parenting coordinator. The decision shall include all of the following:

1. Case caption, including the case number;
 2. Date of the decision;
 3. The decision of the parenting coordinator
 4. Facts of the dispute and facts upon which the decision is based;
 5. Reasons supporting the decision;
 6. The manner in which the decision was provided to the parties;
 7. Any other necessary information;
4. A party may file written objections to a parenting coordinator's decision with the Clerk of Court and serve all other parties to the action within fourteen days of the filing date of the decision. If any party timely files objections, any other party may also file objections with the Clerk of Court and serve all other parties to the action, not later than ten days after the first objections are filed. A hearing may be scheduled, upon request, at the discretion of the Court. A judge or magistrate shall issue a ruling.

(F) Parenting coordinator evaluations and complaints

1. A parenting coordinator shall provide participants with the Parenting Coordinator Evaluation (DR 2.52) prior to the first parenting coordination session and at the end of the term of the appointment. The Dispute Resolution Department will also distribute evaluations.
2. The Director of the Dispute Resolution Department shall complete a review of the parenting coordinators on the Court's roster in January of each year.
3. A party to a case appointed to parenting coordination may file a complaint regarding the parenting coordinator within one year from the termination of the appointment. The complaint shall be submitted to the Director of the Dispute Resolution Department, and include all of the following:
 - (a) The case caption and case number;
 - (b) The name of the parenting coordinator;
 - (c) The name and contact information for the person making the complaint;
 - (d) The nature of any alleged misconduct or violation;
 - (e) The date the alleged misconduct or violation occurred.
4. The Director of the Dispute Resolution Department shall provide a copy of the complaint to the parenting coordinator.
5. The parenting coordinator has fourteen days from the date of the receipt of the complaint to respond in writing to the Director of the Dispute Resolution Department.

6. The Director of the Dispute Resolution Department shall conduct an investigation into the allegations and shall issue a response within thirty days from the date the complaint was received.
7. Dissatisfaction with the decisions of the parenting coordinator does not constitute misconduct.

(G) Fees

1. Compensation shall be at the rate of one hundred and seventy-five dollars (\$175.00) per hour for the billable time of an in-court parenting coordinator unless the Court orders otherwise. The Court shall determine all fees in the appointment order.
2. Fees for the billable time of an in-court parenting coordinator may be waived for indigent parties with a verified Poverty Affidavit.
3. The Court shall order the payment of a minimum deposit of one thousand, seven hundred fifty dollars (\$1,750.00) with the Clerk of Courts, to be used to pay for in-court parenting coordination services. In-court parenting coordination services exceeding the initial deposit may require additional compensation. The Court, without oral hearing, upon the in-court parenting coordinator filing of a motion and affidavit, may order subsequent deposit(s).
4. In-court parenting coordinators shall submit a monthly billing statement to the parties and shall maintain a copy for review by the Court.
5. The community parenting coordinator and the parties must agree upon the compensation for the billable time of a community parenting coordinator. A community parenting coordinator must submit information regarding his/her fee structure to the Court for inclusion on the Court's roster of parenting coordinators.

(H) Stay of Proceeding

Unless the Court provides otherwise, referral of a case to parenting coordination stays a case until further notice. The Clerk of Court shall not accept for filing any documents while a case is in parenting coordination with the following exceptions:

1. An objection to a parenting coordinator's decision;
2. A motion to lift the stay;
3. A response to a motion to lift the stay;
4. An application to dismiss the case
5. A notice related to counsel;
6. A motion for changes in the designation of the primary residential parent or legal guardian;
7. A motion for changes in the primary placement of a child;
8. A motion regarding matters unrelated to the issues referred to the parenting coordinator.

(I) Access to Court Proceedings and Documents

The parenting coordinator shall be given notice of all hearings and proceedings and shall be provided a copy of all pleadings, motions, notices and other documents filed in the case.

(J) Release of Records

The parties shall allow the parenting coordinator access to any records that the parenting coordinator deems necessary to adequately perform his/her role. Upon request of the parenting coordinator, parties shall sign any and all necessary authorizations to release records and information to the parenting coordinator.

Confidentiality and Privilege:

Communications made as part of parenting coordination, including communications between the parties and their children and the parenting coordinator, communications between the parenting coordinator and other relevant parties, and communications with the Court, shall not be confidential. Parenting coordination shall not be privileged.

Public Access:

A parenting coordinator's files, not filed with the Clerk of Court or submitted to the Court, shall not be available for public access pursuant to Rules 44 through 47 of the Rules of Superintendence for the Courts of Ohio.

Model Standards:

The Court and a parenting coordinator shall comply with the Association of Family and Conciliation Courts Task Force on Parenting Coordination "Guidelines for Parenting Coordination". Wherever a conflict exists between the "Guidelines for Parenting Coordination" and this rule, this rule shall control.

Court Reporting Requirements:

On or before February 1st of each year, the Court shall file with the Dispute Resolution Section of the Supreme Court of Ohio all of the following:

- (A) A copy of this rule;
- (B) A copy of the Court's current roster of parenting coordinators;
- (C) A copy of each new or updated resume submitted to the Court from a parenting coordinator during the previous year;
- (D) A copy of each list of continuing education training submitted to the Court from each parenting coordinator.

Sanctions:

Any party who violates these rules may be subject to sanctions, including but not limited to, additional fees, forfeiture of paid fees, contempt of court, attorney fees, or costs. The parenting coordinator may recommend sanctions to the Court. The parenting coordinator may also file a motion for contempt for failure to pay. All filing fees shall be waived for the parenting coordinator.

RULE 90. Definitions.

As used in Sup.R. 90 through 90.12:

(A) Domestic abuse

“Domestic abuse” means a pattern of abusive and controlling behavior that may include physical violence; coercion; threats; intimidation; isolation; or emotional, sexual, or economic abuse.

(B) Domestic violence

“Domestic violence” has the same meaning as in R.C. 3113.31(A)(1).

(C) Parenting coordination

“Parenting coordination” means a child-focused dispute resolution process ordered by a court of common pleas or division of the court to assist parties in implementing a parental rights and responsibilities or companionship time order using assessment, education, case management, conflict management, coaching, or decision-making. “Parenting coordination” is not mediation subject to R.C. Chapter 2710 or Sup.R. 16.

(D) Parenting coordinator

“Parenting coordinator” means an individual appointed by a court of common pleas or division of the court to conduct parenting coordination.

RULE 90.01. Local Parenting Coordination Rule.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division shall adopt a local rule governing all ordered parenting coordination that does all of the following:

- (A) Addresses the selection and referral of a case to parenting coordination at any point after a parental rights and responsibilities or companionship time order is filed;
- (B) Addresses domestic abuse and domestic violence screening, both before and during parenting coordination;
- (C) Addresses appropriate referrals to legal counsel, counseling, parenting courses, and other support services for all parties, including but not limited to victims and suspected victims of domestic abuse and domestic violence;
- (D) Allows parties, their attorneys, and any other individuals designated by the parties to attend and participate in parenting coordination sessions;
- (E) Prohibits a parenting coordinator, even with consent of the parties, from serving in multiple roles with the same family that creates a professional conflict, including but not limited to a child's attorney or child advocate; guardian ad litem; custody evaluator; therapist, consultant, coach, or other mental health role to any family member; or attorney for either party;
- (F) Allows a mediator to also serve as a parenting coordinator with the same family, provided there is written consent of the parties and it is approved by the court or division;
- (G) Addresses the issuance of parenting coordination agreements and reports or decisions by a parenting coordinator;
- (H) Addresses terms and conditions for fees, including provisions for waiver of fees for indigent parties;
- (I) Provides that the decision of a parenting coordinator is effective immediately and remains effective unless ordered otherwise by the court or division;
- (J) Allows for objections to the decision of a parenting coordinator;
- (K) Addresses the appointment and termination of appointment of a parenting coordinator;
- (L) Establishes procedures for the periodic evaluation of parenting coordinators;
- (M) Establishes procedures for the submission, investigation, and hearing of complaints regarding a parenting coordinator;

(N) Addresses other provisions as the court or division considers necessary and appropriate.

RULE 90.02. Reasons for Ordering Parenting Coordination.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division may order parenting coordination when the court or division determines one or more of the following factors are present:

- (A) The parties have ongoing disagreements about the implementation of a parental rights and responsibilities or companionship time order and need ongoing assistance;
- (B) There is a history of extreme or ongoing parental conflict that has been unresolved by previous litigation or other interventions and from which a child of the parties is adversely affected;
- (C) The parties have a child whose parenting time schedule requires frequent adjustments, specified in an order of the court or division, to maintain age-appropriate contact with both parties, and the parties have been previously unable to reach agreements on their parenting time schedule without intervention by the court or division;
- (D) The parties have a child with a medical or psychological condition or disability that requires frequent decisions regarding treatment or frequent adjustments in the parenting time schedule, specified in an order of the court or division, and the parties have been previously unable to reach agreements on their parenting time schedule without intervention by the court or division;
- (E) One or both parties suffer from a medical or psychological condition or disability that results in an inability to reach agreements on or make adjustments in their parenting time schedule without assistance, even when minor in nature;
- (F) Any other factor as determined by the court or division.

RULE 90.03. Inappropriate Uses of Parenting Coordination.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division shall not order parenting coordination to determine any of the following:

- (A) Whether to grant, modify, or terminate a protection order;
- (B) The terms and conditions of a protection order;
- (C) The penalty for violation of a protection order;
- (D) Changes in the designation of the primary residential parent or legal custodian;
- (E) Changes in the primary placement of a child.

RULE 90.04. Use of Parenting Coordination when Domestic Abuse or Domestic Violence is Alleged, Suspected, or Present.

When domestic abuse or domestic violence is alleged, suspected, or present, parenting coordination may proceed only if all of the following conditions are satisfied:

- (A) The person who is or may be the victim of domestic abuse or domestic violence is fully informed about the parenting coordination process and of the option to have a support person present at parenting coordination sessions;
- (B) Appropriate procedures are in place to provide for the safety of the person who is or may be the victim of domestic abuse or domestic violence and all other persons involved in the parenting coordination process;
- (C) Procedures are in place for the parenting coordinator to terminate a parenting coordination session if there is a continued threat of domestic abuse, domestic violence, or coercion between the parties.

RULE 90.05. General Parenting Coordinator Appointment Qualifications.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division shall not appoint an individual as a parenting coordinator unless the individual meets all of the following qualifications:

- (A) Possesses a master's degree or higher, law degree, or education and experience satisfactory to the court or division;
- (B) Possesses at least two years of professional experience with situations involving children, which includes parenting coordination, counseling, casework, legal representation in family law matters, serving as a guardian ad litem or mediator, or such other equivalent experience satisfactory to the court or division;
- (C) Has completed in the following order the following training that has been approved by the Dispute Resolution Section of the Supreme Court and that meets standards established by the Supreme Court Commission on Dispute Resolution:
 - (1) At least twelve hours of basic mediation training;
 - (2) At least forty hours of specialized family or divorce mediation training;
 - (3) At least fourteen hours of specialized training in domestic abuse and dispute resolution;
 - (4) At least twelve hours of specialized training in parenting coordination.

RULE 90.06. Parenting Coordinator Qualifications in Abuse, Neglect, or Dependency Cases.

In addition to the qualifications under Sup.R. 90.05, a court of common pleas or division of the court that chooses to use parenting coordination in the court or division shall not appoint an individual as a parenting coordinator in an abuse, neglect, or dependency case unless the individual meets both of the following qualifications:

- (A) Possesses significant experience working with family disputes;
- (B) Has completed at least thirty-two hours of specialized child-protection mediation training that has been approved by the Dispute Resolution Section of the Supreme Court and that meets standards established by the Supreme Court Commission on Dispute Resolution.

RULE 90.07. Parenting Coordinator Continuing Education.

(A) Requirement

A parenting coordinator shall complete at least three hours per calendar year of continuing education relating to children. The continuing education may include continuing education for lawyers, social workers, psychologists, or other licensed mental health professionals and professional development events that are approved by the Dispute Resolution Section of the Supreme Court and that meet standards established by the Supreme Court Commission on Dispute Resolution.

(B) Annual report

On or before January 1st of each year, a parenting coordinator shall report to each court or division from which the parenting coordinator receives appointments a list of all continuing education training completed during the previous year pursuant to division (A) of this rule, including the sponsor, title, date, and location of each training.

(C) Failure to comply

If a parenting coordinator fails to comply with the continuing education requirement of division (A) of this rule, the parenting coordinator shall not be eligible to serve as a parenting coordinator until the requirement is satisfied. The parenting coordinator shall complete three hours of continuing education for each calendar year of deficiency.

RULE 90.08. Appointment Order.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division, when ordering parenting coordination, shall issue a written appointment order providing information regarding the appointment of the parenting coordinator, including but not limited to the following:

- (A) The name of the parenting coordinator and any contact information for the parenting coordinator the court may choose to include;
- (B) The specific powers and duties of the parenting coordinator;
- (C) The term of the appointment;
- (D) The scope of confidentiality;
- (E) The parties' responsibility for fees and expenses for services rendered by the parenting coordinator.

RULE 90.09. Responsibilities of Court or Division Using Parenting Coordination.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division shall do all of the following:

- (A) Maintain a roster of all parenting coordinators appointed by the court or division, including the name; address; telephone number; and, if available, electronic mail address of each parenting coordinator. The court or division shall require each parenting coordinator to notify the court or division of any changes to this information.

- (B) Require each parenting coordinator appointed by the court or division to submit to the court or division a resume documenting compliance with the parenting coordinator qualifications under Sup.R. 90.05 and, if applicable, Sup.R. 90.06. The court or division shall require each parenting coordinator to provide an updated resume to the court or division in the event of any substantive changes to the information contained in the resume.

- (C) Require each parenting coordinator appointed by the court or division to submit to the court or division on or before January 1st of each year a list of continuing education training completed by the parenting coordinator during the previous calendar year pursuant to Sup.R. 90.07(A), including the sponsor, title, date, and location of each training;

- (D) On or before February 1st of each year, file with the Dispute Resolution Section of the Supreme Court all of the following:
 - (1) A copy of the local rule adopted by the court or division pursuant to Sup.R. 90.01;
 - (2) A copy of the current roster of parenting coordinators appointed by the court or division maintained by the court or division pursuant to division (A) of this rule;
 - (3) A copy of each new or updated resume received by the court or division from a parenting coordinator during the previous year pursuant to division (B) of this rule;
 - (4) A copy of each list of continuing education training received by the court or division from a parenting coordinator pursuant to division (C) of this rule.

RULE 90.10. Responsibilities of Parenting Coordinator During Parenting Coordination.

(A) Compliance with appointment order

A parenting coordinator shall comply with the requirements of and act in accordance with the appointment order issued by the court of common pleas or division of the court pursuant to Sup.R. 90.08.

(B) Independence, objectivity, and impartiality

A parenting coordinator shall maintain independence; objectivity; and impartiality, including avoiding the appearance of partiality, in dealings with parties and professionals, both in and out of the courtroom.

(C) Conflicts of interest

(1) A parenting coordinator shall avoid any clear conflicts of interest arising from any relationship activity, including but not limited to those of employment or business or from professional or personal contacts with parties or others involved in the case. A parenting coordinator shall avoid self-dealing or associations from which the parenting coordinator may benefit, directly or indirectly, except from services as a parenting coordinator.

(2) Upon becoming aware of a clear conflict of interest, a parenting coordinator shall advise the appointing court or division and the parties of the action taken to resolve the conflict and, if unable to do so, seek the direction of the court or division.

(D) Ex parte communications

A parenting coordinator shall have no ex parte communications with the appointing court or division regarding substantive matters or issues on the merits of the case.

(E) Legal advice

A parenting coordinator shall not offer legal advice.

(F) Report of activity affecting ability to perform

A parenting coordinator shall have an ongoing duty to report any activity, criminal or otherwise, that would adversely affect the parenting coordinator's ability to perform the functions of a parenting coordinator.

(G) Disclosure of abuse, neglect, and harm

(1) A parenting coordinator shall inform the parties the parenting coordinator will report any suspected child abuse or neglect and any apparent serious risk of harm to a

family member's self, another family member, or a third party to child protective services, law enforcement, or other appropriate authority.

(2) A parenting coordinator shall report child abuse or neglect pursuant to the procedures in R.C. 2151.421.

RULE 90.11. Compliance with Guidelines for Parenting Coordination.

A court of common pleas or division of the court that chooses to use parenting coordination in the court or division and a parenting coordinator shall comply with the “Guidelines for Parenting Coordination” developed by the Association of Family and Conciliation Courts Task Force on Parenting Coordination. Wherever a conflict exists between the guidelines and Sup.R. 90 through 90.12, the rules shall control.

RULE 90.12. Confidentiality, Privilege, and Public Access.

(A) Confidentiality

Except as provided by law, communications made as part of parenting coordination, including communications between the parties and their children and the parenting coordinator, communications between the parenting coordinator and other relevant parties, and communications with the court, shall not be confidential.

(B) Privilege

Except as provided by law, parenting coordination shall not be privileged.

(C) Public access to parenting coordinator files.

The files maintained by a parenting coordinator but not filed with a clerk or submitted to a court shall not be available for **public access** pursuant to Sup.R. 44 through 47.

TAB C



Rebekah Smith, CPA, CVA, MAFF, CFF

Rebekah is a forensic accountant and partner at *GBQ Consulting* leading their forensic accounting and dispute advisory practice. She believes numbers provide a powerful tool in disputed and litigated situations to help resolve complex issues. Rebekah has been involved as an expert in many litigation matters, qualified to testify in court as an expert witness and has also served as a court appointed expert. She has extensive involvement in family law matters including valuations, income analysis, tracing of separate property assets, and consulting on other financial matters.



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Tax Primer & Tax Changes

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May 2019



Today's Presenters

.....

Rebekah A. Smith, CPA, CFF, CVA, MAFF
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.....



Seminar Objectives

- This seminar will cover the following topics:
- Recap of the Tax Cuts and Job Acts 2017
- Implementation of the Tax Cuts and Job Acts 2017
- Review of the New 2018 Form 1040



Recap of the Tax Cuts and Job Acts 2017



History of Legislation

- Passed in December 2017
- Significant changes to individual income tax
- Reforms to itemized deductions, AMT, expanded standard deduction and child tax credit, and lower marginal tax rates
- Simplify individual income tax
- New limits apply to some itemized deductions:
 - Including SALT and mortgage interest



Changes for Individuals



Individuals - Highlights of New Law

- Reduction of top rate from 39.6% to 37%
- Near-doubling of standard deduction

Single		Joint	
2017	2018 & beyond	2017	2018 & beyond
\$6,500	\$12,000	\$13,000	\$24,000



Individuals – Highlights

- Dependency Exemption
 - Temporarily reduced to zero through 2025, but not eliminated
 - Custodial parent is entitled to claim the dependency exemption unless released
 - Form 8332 with the IRS to release exemption
 - Child Tax Credit – Attaches to parent entitled to claim the dependency exemption



Individuals – Highlights

- Child Tax Credit
 - Increase in child tax credit to \$2,000 – temporary change until 2026
 - Fully refundable up to \$1,400
 - Starts to phase out at \$200,000 single and \$400,000 for married
 - Still need to determine the deduction of children
 - Attaches to parent entitled to claim dependency exemption
-



Individuals – Itemized Deductions

- Mortgage interest deduction limited to first \$750,000 of debt
 - Interest on the first \$750,000 loan balance
 - Mortgages entered into before December 15, 2017, and certain amounts on refinancing of existing debt incurred before December 15, 2017, are grandfathered
 - Acquisition Indebtedness vs. Home Equity Indebtedness
-



Individuals – Itemized Deductions

- Acquisition Indebtedness
 - IRC § 163 - “indebtedness that is incurred in acquiring, constructing or substantially improving a qualified residence”
 - Home Equity Indebtedness
 - IRS Information Release 2018-32
 - New kitchen vs. credit cards, divorce buyout
-



Individuals – Itemized Deductions

- State and Local Taxes (“SALT”)
 - Cap of state and local tax deductions to \$10,000
 - If you have real estate taxes of \$8,000 and state and local taxes of \$7,000 (for a total of \$15,000) you will be limited to only \$10,000 deduction.
-



Individuals – Itemized Deductions

- 529 Plans
 - \$10,000/year tax-free savings for K-12 private school or home school expenses
 - Increases to AMT Exemption and phase-out starting point
-



Individuals – Itemized Deductions

- Elimination of “Miscellaneous Itemized Deductions” thru 2025
 - Unreimbursed business expenses
 - Tax preparation fees
 - Investment advisory fees
 - Legal fees (!)
-



Individuals – Highlights

- Fewer people will itemize
 - SALT deduction limited to \$10,000
 - In order to itemize, married taxpayers will need \$14,000 of deductions from:
 - Mortgage interest,
 - Charitable contributions, and
 - Medical Expenses over 7.5% of AGI
 - Significantly fewer people will pay Alternative Minimum Tax
-



Individuals – Highlights

- **Elimination of Alimony Deduction as of 1/1/2019**

(c) **EFFECTIVE DATE.**—The amendments made by this section shall apply to—

(1) any divorce or separation instrument (as defined in section 71(b)(2) of the Internal Revenue Code of 1986 as in effect before the date of the enactment of this Act) executed after December 31, 2018, and

(2) any divorce or separation instrument (as so defined) executed on or before such date and modified after such date if the modification expressly provides that the amendments made by this section apply to such modification.



Individuals – Highlights

- Permanent repeal (does not sunset in 2025)
 - If alimony or spousal support is deductible in 2018, it will continue to be deductible in 2019 and beyond
 - If alimony is recommended by a mediator, arbitrator, master or hearing officer whose recommendation will be approved or finalized after 12/31/18, there is a problem
-



Individuals – Highlights

- Two Important Concepts
 - “Divorce or separation instrument” (pre-2019 vs. post-2018)
 - “Modification”
-



Individuals – Highlights

- Divorce Instrument - §71(b)(2) moved to § 121(d)(3)(C)
 - a. decree of divorce or separate maintenance (means legal separation) or written instrument “incident to such decree” (MSA)
 - b. written separation agreement
 - c. decree requiring a spouse to make payments for support or maintenance
-



Individuals – Highlights

- Partial Agreements Pre-12/31/2018
 - Prior tax case law
 - Two important concepts
 - Materially the same agreement
 - Executed
-



Individuals – Highlights

- Decrees issued after 12/31/18 awarding spousal support, the award may not be taxable to payee or deductible to payor;
 - Decrees issued on or before 12/31/18 awarding spousal support—the old rules apply. UNLESS, there is a modification and the parties AGREE the new rules will apply.
 - Can the court decree that it applies?
-



Individuals – Highlights

- Is there a circumstance in which it does make sense to opt to be under the “new” alimony rule?
-



Individuals – Highlights

- The tax year 2019 Earned income and adjusted gross income (AGI) must each be less than:

If filing...	Qualifying Children Claimed			
	Zero	One	Two	Three or more
Single, Head of Household or Widowed	\$15,570	\$41,094	\$46,703	\$50,162
Married Filing Jointly	\$21,370	\$46,884	\$52,493	\$55,952



Individuals – Highlights

- Investment Income Limit
 - Investment income must be \$3,600 or less for the year.
- Maximum Credit Amounts
 - The maximum amount of credit for Tax Year 2019 is:
 - \$6,557 with three or more qualifying children
 - \$5,828 with two qualifying children
 - \$3,526 with one qualifying child
 - \$529 with no qualifying children



Individuals – Highlights

- Awards that are no longer taxable to payee or deductible to payor – “tax affecting” award for each party is paramount
- Otherwise results in unintended negative consequences to payor, and windfall to payee



Individuals – Highlights

	Scenario 1					
	2017		2018		2019	
	H	W	H	W	H	W
Income	\$ 468,000	\$ 34,306	\$ 468,000	\$ 34,306	\$ 468,000	\$ 34,306
Spousal Support	(154,000)	154,000	(150,500)	150,500	(102,583)	102,583
Child Support	(9,024)	9,024	(9,024)	9,024	(9,024)	9,024
Taxes	(124,592)	(49,896)	(124,787)	(43,783)	(184,983)	(5,669)
After Tax Cash	\$ 180,384	\$ 147,434	\$ 183,689	\$ 150,047	\$ 171,410	\$ 140,244
Split	55%	45%	55%	45%	55%	45%
Total Family Cash		\$ 327,818		\$ 333,736		\$ 311,654

Scenario 1:

Husband had \$468,000 in W2 income and wife has \$34,306. The couple has 2 children that the wife takes as a deduction and files as Head of Household and husband files as Single.



Individuals – Highlights

- Cases after 1/1/2019
- In conjunction with the tax bracket changes, likely that family unit will have less money to go around.
- This provision provided positive cash flow in the bill.



Changes to Businesses



Depreciation

- Depreciation – Expensing of property and equipment over its useful life versus in the year acquired
 - Old Law - assets acquired on or before 9/27/17
 - 50% first year-deduction
 - Must be new assets
-



Depreciation

- New Law - assets acquired and placed in service after 9/27/17
 - 100% first year deduction
 - Can be taken on new AND used assets
 - One of the few law changes that affects 2017 returns
 - Starts phasing down by 20% per year in 2023
-



Depreciation

- Large depreciation deductions can make it appear as if a company has lost more money than it had in prior years.
- For valuation or income purposes, practitioners need to be aware of potential adjustments.
- This law impacts 2017 results so not just a 2018 issue.



C Corporations v Pass-through Entities

- Permanently reduced rate for C-Corporations from top rate of 35% to a flat rate of 21%, beginning in 2018.
- C-Corporation taxation overview – “Double Taxation”
 - A C-Corporation is taxed on the income it earns
 - Old law- top rate of 35%
 - New law- top rate of 21%
 - C-Corporation dividends are taxable to shareholders
 - Top Rate of 23.8% (includes 3.8% NIIT)
 - No change in new law



C Corporations v Pass-through Entities

- Pass-through taxation overview
 - S-Corporations, partnerships generally do not pay tax at the entity level
 - Income passes through to owners, who pay taxes on their return; one layer of taxation
 - Old law- top rate of 39.6%
 - New law- top rate of 37%
-



C Corporations v Pass-through Entities

- *New* - Deduction available for Qualified Business Income (QBI) from pass-through (section 199A)
 - 20% of Qualified Business Income (QBI)
 - Specified service trade or business limitations
 - Limitations
-



Deduction For Qualified Business Income of Pass-Through Entities

35



Pass Through Income

- Applicable for tax years beginning after December 31, 2017
- Deduction
 - Deduction of up to 20% of “qualified business income”
 - Available to taxpayers other than C-Corporations (Partnerships, Sole Proprietorships, S-Corporations, Trusts, etc.)
- Example – Business makes \$100,000 only taxed on \$80,000 of income (\$100,000 less 20%)



Qualified Business Income

- Qualified Business Income (QBI)
 - Net amount of qualified items of income, gain, deduction, and loss with respect to a qualified trade or business
 - Effectively connected to conduct of trade or business in United States
 - Included or allowed in determining taxable income
 - Generally excludes investment
 - Does not include compensation or guaranteed payments
 - “Combined Qualified Business Income Amount”
 - Calculated separately – per business and then aggregated.



Section 199A – QBI - Limitations

- If taxable income is under \$157,500 (single) or \$315,000 (married filing joint), limitations do not apply. Further, limitations are “Phased In” over the next \$50,000 (\$100,000 joint) of taxable income.
- Limitation #1- Specified Service Businesses are generally not eligible
- Limitation #2- W-2/Invested Capital Limitation
- Limitation #3- Taxable Income Limitation



Section 199A – QBI

- QBI/20% - So What?
 - Impacts Spousal Support
 - Year to year determination if you get the deduction.
 - **What happens if you calculate support assuming a business owner is entitled to the deduction and then does not get it?**
 - **Or Visa Versa?**



Section 199 A - QBI

	Scenario 2 - Pass Through Income (QBI)					
	2017		2018		2019	
	H	W	H	W	H	W
Income	\$ 200,000	\$ 30,000	\$ 200,000	\$ 30,000	\$ 200,000	\$ 30,000
Spousal Support	(73,750)	73,750	(78,250)	78,250	(58,332)	58,332
Child Support	-	-	-	-	-	-
Taxes	(29,553)	(24,527)	(18,529)	(23,702)	(40,455)	(5,522)
After Tax Cash	\$ 96,697	\$ 79,223	\$ 103,221	\$ 84,548	\$ 101,213	\$ 82,810
Split	55%	45%	55%	45%	55%	45%
Total Family Cash		\$ 175,920		\$ 187,769		\$ 184,023

Scenario 2:

Husband has \$200,000 in pass-through business income (S-Corp) which 100% qualifies as QBI. As a result, in 2018, only 80% of that income will be subject to tax. Wife has wages of \$30,000. The couple have no children; therefore, each will file as Single.



Implementation of the Tax Cuts and Jobs Act of 2017

How's it going?

41



Implementation



- 2018 Withholding Tables
- Early 2018 – federal tax withholding tables were released
 - Due to adjusted lower tax rates and increased standard deductions, most taxpayers saw less tax withheld and more in their pay checks



Implementation



-
- 2018 Withholding Tables
 - HOWEVER, the table did not fully factor in the other changes (i.e. suspension of dependency exemption and reduced itemized deduction)
 - Resulted in many owing taxes or under-withheld taxes



Implementation



-
- Bad News: Might have “always gotten a refund” and may not this year.



- Good(ish) News: The IRS announced mid January that it is waiving the penalty for tax withholding and estimated payments that were too low.
-



Implementation

- Implementation
 - Taking a great deal of time to implement the tax changes
 - Tax returns taking longer to prepare and cost more this year for taxpayers with complex situations
 - Information may not be available as early as in prior years



Review of the New 2018 Form 1040



New 2018 Form 1040

- New supporting schedules
 - Additional Income and Adjustments to Income
 - Tax
 - Nonrefundable Credits
 - Other Taxes
 - Other Payments and Credits
 - Foreign Address and Third-Party Designee



2018 Tax Return Road Map

2017 VS. 2018 TAX RETURN KEY

Section Reference #	Category	2017	2018
#1	Income	<ul style="list-style-type: none"> · Page 1 · Lines 7-22 	<ul style="list-style-type: none"> · Page 2 · Lines 1-6 · Schedule 1
#2	Adjusted Gross Income ("AGI")	<ul style="list-style-type: none"> · Page 1 · Lines 23-37 	<ul style="list-style-type: none"> · Page 2 · Line 7 · Schedule 1
#3	Itemized Deductions or Standard Deduction	<ul style="list-style-type: none"> · Page 2 · Line 40 · Schedule A (if itemizing) 	<ul style="list-style-type: none"> · Page 2 · Line 8 · Schedule A (if itemizing)
#4	Qualified Business Income Deduction ("QBI")	<ul style="list-style-type: none"> · N/A 	<ul style="list-style-type: none"> · Page 2 · Line 9
#5	Credits	<ul style="list-style-type: none"> · Page 2 · Lines 41-56 	<ul style="list-style-type: none"> · Page 2 · Lines 10-13 · Schedules 2 and 3
#6	Other Taxes	<ul style="list-style-type: none"> · Page 2 · Lines 57-63 	<ul style="list-style-type: none"> · Page 2 · Line 14
#7	Tax Payments	<ul style="list-style-type: none"> · Page 2 · Lines 64-74 	<ul style="list-style-type: none"> · Page 2 · Lines 15-18 · Schedule 5
#8	Tax Refund	<ul style="list-style-type: none"> · Page 2 · Lines 75-77 	<ul style="list-style-type: none"> · Page 2 · Lines 19-21
#9	Tax Owed	<ul style="list-style-type: none"> · Page 2 · Lines 78-79 	<ul style="list-style-type: none"> · Page 2 · Lines 22-23

2017 TAX RETURN

For the year Jan. 1-Dec. 31, 2017, or other tax year beginning _____, 2017, ending _____, 20

Your first name and initial _____ Last name _____ Your social security number _____

If a joint return, spouse's first name and initial _____ Last name _____ Spouse's social security number _____

Home address (number and street). If you have a P.O. box, see instructions. _____ Apt. no. _____

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below. _____

Foreign country name _____ Foreign province/state/county _____ Foreign postal code _____

You Spouse

Filing Status

1 Single

2 Married filing jointly (even if only one had income)

3 Married filing separately. Enter spouse's SSN above and full name here. ▶

4 Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 Qualifying widow(er) (see instructions)

Exemptions

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit

d Total number of exemptions claimed **2**

Section Reference #

Income

7	Wages, salaries, tips, etc. Attach Form(s) W-2	STMT 5	7	223,471.	
8a	Taxable interest. Attach Schedule B if required		8a	31,740.	
b	Tax-exempt interest. Do not include on line 8a	8b		20,218.	
9a	Ordinary dividends. Attach Schedule B if required		9a	38,296.	
b	Qualified dividends	9b		38,089.	
10	Taxable refunds, credits, or offsets of state and local income taxes	STMT 1 STMT 3	10	16.	
11	Alimony received		11		
12	Business income or (loss). Attach Schedule C or C-EZ		12		
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		13	224,320.	
14	Other gains or (losses). Attach Form 4797		14		
15a	IRA distributions	15a	b Taxable amount	15b	
16a	Pensions and annuities	16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	455,023.	
18	Farm income or (loss). Attach Schedule F		18		
19	Unemployment compensation		19		
20a	Social security benefits	20a	b Taxable amount	20b	
21	Other income. List type and amount		21		
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income		22	972,866.	

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	
37	Subtract line 36 from line 22. This is your adjusted gross income	37	972,866.

1

Requires Schedule 1 in 2018

2

Requires Schedule 1 in 2018

2	Tax and Credits	38 Amount from line 37 (adjusted gross income)	38	972,866.
3	Standard Deduction for - ● People who check any box on line 39a or 39b 01 who can be claimed as a dependent, see instructions.	39a Check <input type="checkbox"/> You were born before January 2, 1953, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1953, <input type="checkbox"/> Blind. Total boxes checked ... 39a <input type="checkbox"/>		
	● All others: Single or Married filing separately, \$6,350 Married filing jointly or Qualifying widow(er), \$12,700 Head of household, \$9,350	b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b <input type="checkbox"/>		
5		40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	61,172.
		41 Subtract line 40 from line 38	41	911,694.
		42 Exemptions. If line 38 is \$156,900 or less, multiply \$4,050 by the number on line 6d. Otherwise, see inst.	42	0.
		43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	911,694.
		44 Tax. Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	255,713.
		45 Alternative minimum tax. Attach Form 6251	45	0.
		46 Excess advance premium tax credit repayment. Attach Form 8962	46	
		47 Add lines 44, 45, and 46	47	255,713.
		48 Foreign tax credit. Attach Form 1116 if required	48	266.
		49 Credit for child and dependent care expenses. Attach Form 2441	49	
		50 Education credits from Form 8863, line 19	50	
		51 Retirement savings contributions credit. Attach Form 8880	51	
		52 Child tax credit. Attach Schedule 8812, if required	52	
		53 Residential energy credits. Attach Form 5695	53	
		54 Other credits from Form: a <input checked="" type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	1,824.
		55 Add lines 48 through 54. These are your total credits	55	2,090.
		56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	253,623.
6	Other Taxes	57 Self-employment tax. Attach Schedule SE	57	
		58 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
		59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
		60a Household employment taxes from Schedule H	60a	
		b First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
		61 Health care: Individual responsibility (see instructions) Full-year coverage <input checked="" type="checkbox"/>	61	
		62 Taxes from: a <input type="checkbox"/> Form 8959 b <input checked="" type="checkbox"/> Form 8960 c <input type="checkbox"/> Inst.; enter code(s)	62	10,887.
		63 Add lines 56 through 62. This is your total tax	63	264,510.
		64 Federal income tax withheld from Forms W-2 and 1099	64	48,594.
		65 2017 estimated tax payments and amount applied from 2016 return	65	155,000.
		66a Earned income credit (EIC)	66a	
		b Nontaxable combat pay election 66b <input type="checkbox"/>	66b	
		67 Additional child tax credit. Attach Schedule 8812	67	
		68 American opportunity credit from Form 8863, line 8	68	
		69 Net premium tax credit. Attach Form 8962	69	
		70 Amount paid with request for extension to file	70	130,000.
		71 Excess social security and tier 1 RRTA tax withheld	71	
		72 Credit for federal tax on fuels. Attach Form 4136	72	
		73 Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	73	
		74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	333,594.
		75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	69,084.
		76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	76a	
		b Routing number <input type="text"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings d Account number <input type="text"/>		
		77 Amount of line 75 you want applied to your 2018 estimated tax	77	68,026.
7	Payments	64 Federal income tax withheld from Forms W-2 and 1099	64	48,594.
		65 2017 estimated tax payments and amount applied from 2016 return	65	155,000.
		66a Earned income credit (EIC)	66a	
		b Nontaxable combat pay election 66b <input type="checkbox"/>	66b	
		67 Additional child tax credit. Attach Schedule 8812	67	
		68 American opportunity credit from Form 8863, line 8	68	
		69 Net premium tax credit. Attach Form 8962	69	
		70 Amount paid with request for extension to file	70	130,000.
		71 Excess social security and tier 1 RRTA tax withheld	71	
		72 Credit for federal tax on fuels. Attach Form 4136	72	
		73 Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	73	
		74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	333,594.
		75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	69,084.
		76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	76a	
		b Routing number <input type="text"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings d Account number <input type="text"/>		
		77 Amount of line 75 you want applied to your 2018 estimated tax	77	68,026.
8	Refund	75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	69,084.
		76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	76a	
		b Routing number <input type="text"/> c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings d Account number <input type="text"/>		
		77 Amount of line 75 you want applied to your 2018 estimated tax	77	68,026.
9	Amount You Owe	78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions	78	
		79 Estimated tax penalty (see instructions)	79	1,058.

Requires Schedules 2 and 3 in 2018

Requires Schedule 4 in 2018

Requires Schedule 5 in 2018

STATEMENT 7

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. No
Designee's name **KAZIM F. UNALAN** Phone no. **614-947-5309** Personal identification number (PIN)

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Your signature _____ Date _____ Your occupation **EXECUTIVE** Daytime phone number _____
Spouse's signature. If a joint return, both must sign. _____ Date _____ Spouse's occupation **TEACHER** If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____
Firm's name **GBQ PARTNERS LLC** Firm's EIN
230 WEST STREET, SUITE 700 Phone no. **614-221-1120**
Firm's address **COLUMBUS, OH 43215-2663**

2018 TAX RETURN

Filing status: Single Married filing jointly Married filing separately Head of household Qualifying widow(er)

Your first name and initial [redacted] Last name [redacted] Your social security number [redacted]

Your standard deduction: Someone can claim you as a dependent You were born before January 2, 1954 You are blind

If joint return, spouse's first name and initial [redacted] Last name [redacted] Spouse's social security number [redacted]

Spouse standard deduction: Someone can claim your spouse as a dependent Spouse was born before January 2, 1954 Full-year health care coverage or exempt (see inst.)
 Spouse is blind Spouse itemizes on a separate return or you were dual-status alien

Home address (number and street). If you have a P.O. box, see instructions. [redacted] Apt. no. [redacted] Presidential Election Campaign. (see inst.) You Spouse

City, town or post office, state, and ZIP code. If you have a foreign address, attach Schedule 6. [redacted] If more than four dependents, see inst. and here

Dependents (see instructions):		(2) Social security number	(3) Relationship to you	(4) <input checked="" type="checkbox"/> if qualifies for (see inst.):	
(1) First name	Last name			Child tax credit	Credit for other dependents

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here Joint return? See instructions. Keep a copy for your records.	Your signature	Date	Your occupation EXECUTIVE	If the IRS sent you an Identity Protection PIN, enter it here
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation TEACHER	If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only	Preparer's name	Preparer's signature	PTIN	Firm's EIN	Check if: <input checked="" type="checkbox"/> 3rd Party Designee <input type="checkbox"/> Self-employed
	[redacted]	[redacted]	[redacted]	[redacted]	

Firm's name	GBQ PARTNERS LLC 230 WEST STREET, SUITE 700	Phone no.	614-221-1120
Firm's address	COLUMBUS, OH 43215-2663		

1	1	Wages, salaries, tips, etc. Attach Form(s) W-2	STMT 5	1	226,857.
	2a	Tax-exempt interest	29,100.	2b	Taxable interest
	3a	Qualified dividends	30,313.	3b	Ordinary dividends
	4a	IRAs, pensions, and annuities		4b	Taxable amount
	5a	Social security benefits		5b	Taxable amount
	6	Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22	473,988.	6	764,423.
	7	Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 6		7	764,423.
4	3	Standard deduction or itemized deductions (from Schedule A)		8	58,550.
	9	Qualified business income deduction (see instructions)		9	6,696.
	10	Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-		10	699,177.
	11	a Tax (see inst) 190,989. (check if any from: 1 Form(s) 8814 2 Form 4972 3)		11	190,989.
		b Add any amount from Schedule 2 and check here	<input checked="" type="checkbox"/>		
	12	a Child tax credit/credit for other dependents b Add any amount from Sch. 3 and check here	<input checked="" type="checkbox"/>	12	1,740.
	13	Subtract line 12 from line 11. If zero or less, enter -0-		13	189,249.
	14	Other taxes. Attach Schedule 4		14	3,756.
	15	Total tax. Add lines 13 and 14		15	193,005.
	16	Federal income tax withheld from Forms W-2 and 1099		16	42,874.
	17	Refundable credits: a EIC (see inst.) b Sch 8812 c Form 8863			
		Add any amount from Schedule 5	263,026.	17	263,026.
	18	Add lines 16 and 17. These are your total payments		18	305,900.
	19	If line 18 is more than line 15, subtract line 15 from line 18. This is the amount you overpaid		19	112,895.
Refund	20a	Amount of line 19 you want refunded to you. If Form 8888 is attached, check here		20a	
		b Routing number			
		c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
		d Account number			
	21	Amount of line 19 you want applied to your 2019 estimated tax	112,895.	21	
Amount You Owe	22	Amount you owe. Subtract line 18 from line 15. For details on how to pay, see instructions		22	
	23	Estimated tax penalty (see instructions)		23	

Go to www.irs.gov/Form1040 for instructions and the latest information.

Income (cont.)

From Page 2 of 2018 Tax Return

Lines 1-6, Schedule 1

1	1 Wages, salaries, tips, etc. Attach Form(s) W-2		STMT 5			226,857.
	2a Tax-exempt interest	2a	29,100.	b Taxable interest	2b	32,783.
	3a Qualified dividends	3a	30,313.	b Ordinary dividends	3b	30,795.
	4a IRAs, pensions, and annuities	4a		b Taxable amount	4b	
	5a Social security benefits	5a		b Taxable amount	5b	
	6 Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22			473,988.	6	764,423.

Attach Form(s) W-2. Also attach Form(s) W-2G and 1099-R if tax was withheld.

NEW SCHEDULE FOR 2018

SCHEDULE 1 (Form 1040)	Additional Income and Adjustments to Income	OMB No. 1545-0074 2018 Attachment Sequence No. 01																																																																																																																
Department of the Treasury Internal Revenue Service		▶ Attach to Form 1040.																																																																																																																
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Additional Income	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1-9b</td> <td style="width: 75%;">Reserved</td> <td style="width: 10%; text-align: right;">STATEMENT 9</td> <td style="width: 10%;"></td> </tr> <tr> <td>10</td> <td>Taxable refunds, credits, or offsets of state and local income taxes</td> <td style="text-align: right;">STATEMENT 10</td> <td style="text-align: right;">23,205.</td> </tr> <tr> <td>11</td> <td>Alimony received</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>Business income or (loss). Attach Schedule C or C-EZ</td> <td></td> <td></td> </tr> <tr> <td>13</td> <td>Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/></td> <td></td> <td style="text-align: right;">11,448.</td> </tr> <tr> <td>14</td> <td>Other gains or (losses). Attach Form 4797</td> <td></td> <td></td> </tr> <tr> <td>15a</td> <td>Reserved</td> <td></td> <td></td> </tr> <tr> <td>16a</td> <td>Reserved</td> <td></td> <td></td> </tr> <tr> <td>17</td> <td>Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E</td> <td></td> <td style="text-align: right;">436,126.</td> </tr> <tr> <td>18</td> <td>Farm income or (loss). Attach Schedule F</td> <td></td> <td></td> </tr> <tr> <td>19</td> <td>Unemployment compensation</td> <td></td> <td></td> </tr> <tr> <td>20a</td> <td>Reserved</td> <td></td> <td></td> </tr> <tr> <td>21</td> <td>Other income. List type and amount ▶ STATEMENT 8</td> <td></td> <td style="text-align: right;">3,209.</td> </tr> <tr> <td>22</td> <td>Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23</td> <td></td> <td style="text-align: right;">473,988.</td> </tr> </table>	1-9b	Reserved	STATEMENT 9		10	Taxable refunds, credits, or offsets of state and local income taxes	STATEMENT 10	23,205.	11	Alimony received			12	Business income or (loss). Attach Schedule C or C-EZ			13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		11,448.	14	Other gains or (losses). Attach Form 4797			15a	Reserved			16a	Reserved			17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		436,126.	18	Farm income or (loss). Attach Schedule F			19	Unemployment compensation			20a	Reserved			21	Other income. List type and amount ▶ STATEMENT 8		3,209.	22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		473,988.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1-9b</td> <td style="width: 75%;">STATEMENT 11</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td style="text-align: right;">23,205.</td> </tr> <tr> <td>11</td> <td></td> <td></td> <td></td> </tr> <tr> <td>12</td> <td></td> <td></td> <td></td> </tr> <tr> <td>13</td> <td></td> <td></td> <td style="text-align: right;">11,448.</td> </tr> <tr> <td>14</td> <td></td> <td></td> <td></td> </tr> <tr> <td>15b</td> <td></td> <td></td> <td></td> </tr> <tr> <td>16b</td> <td></td> <td></td> <td></td> </tr> <tr> <td>17</td> <td></td> <td></td> <td style="text-align: right;">436,126.</td> </tr> <tr> <td>18</td> <td></td> <td></td> <td></td> </tr> <tr> <td>19</td> <td></td> <td></td> <td></td> </tr> <tr> <td>20b</td> <td></td> <td></td> <td></td> </tr> <tr> <td>21</td> <td></td> <td></td> <td style="text-align: right;">3,209.</td> </tr> <tr> <td>22</td> <td></td> <td></td> <td style="text-align: right;">473,988.</td> </tr> </table>	1-9b	STATEMENT 11			10			23,205.	11				12				13			11,448.	14				15b				16b				17			436,126.	18				19				20b				21			3,209.	22			473,988.
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Adjusted Gross Income (cont.)

From Page 2 of 2018 Tax Return

Line 7, Schedule 1

2		7 Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 6	7	764,423.
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NEW SCHEDULE FOR 2018

SCHEDULE 1
(Form 1040)

Department of the Treasury
Internal Revenue Service

Additional Income and Adjustments to Income

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. 01

Name(s) shown on Form 1040

Your social security number

██

████████████████████

Additional Income	1-9b	Reserved	STATEMENT 9	1-9b	STATEMENT 11
	10	Taxable refunds, credits, or offsets of state and local income taxes	STATEMENT 10	10	23,205.
	11	Alimony received		11	
	12	Business income or (loss). Attach Schedule C or C-EZ		12	
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		13	11,448.
	14	Other gains or (losses). Attach Form 4797		14	
	15a	Reserved		15b	
	16a	Reserved		16b	
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	436,126.
	18	Farm income or (loss). Attach Schedule F		18	
	19	Unemployment compensation		19	
	20a	Reserved		20b	
21	Other income. List type and amount ▶ STATEMENT 8		21	3,209.	
22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		22	473,988.	
Adjustments to Income	23	Educator expenses	23		
	24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24		
	25	Health savings account deduction. Attach Form 8889	25		
	26	Moving expenses for members of the Armed Forces. Attach Form 3903	26		
	27	Deductible part of self-employment tax. Attach Schedule SE	27		
	28	Self-employed SEP, SIMPLE, and qualified plans	28		
	29	Self-employed health insurance deduction	29		
	30	Penalty on early withdrawal of savings	30		
	31a	Alimony paid b Recipient's SSN ▶	31a		
	32	IRA deduction	32		
33	Student loan interest deduction	33			
34	Reserved	34			
35	Reserved	35			
36	Add lines 23 through 35	36			

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Credits (cont.)

From Page 2 of 2018 Tax Return

Lines 10-13, Schedules 2 and 3

<ul style="list-style-type: none"> • Married filing jointly or Qualifying widow \$24,000 5 • Head of household, \$18,000 	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">10</td> <td style="width: 70%;">Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-</td> <td style="width: 25%; text-align: right;">699,177.</td> </tr> <tr> <td>11</td> <td> a Tax (see inst) <u>190,989.</u> (check if any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>) b Add any amount from Schedule 2 and check here <input checked="" type="checkbox"/> </td> <td style="text-align: right;">190,989.</td> </tr> <tr> <td>12</td> <td> a Child tax credit/credit for other dependents b Add any amount from Sch. 3 and check here <input checked="" type="checkbox"/> </td> <td style="text-align: right;">1,740.</td> </tr> <tr> <td>13</td> <td>Subtract line 12 from line 11. If zero or less, enter -0-</td> <td style="text-align: right;">189,249.</td> </tr> </table>	10	Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-	699,177.	11	a Tax (see inst) <u>190,989.</u> (check if any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>) b Add any amount from Schedule 2 and check here <input checked="" type="checkbox"/>	190,989.	12	a Child tax credit/credit for other dependents b Add any amount from Sch. 3 and check here <input checked="" type="checkbox"/>	1,740.	13	Subtract line 12 from line 11. If zero or less, enter -0-	189,249.
10	Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-	699,177.											
11	a Tax (see inst) <u>190,989.</u> (check if any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>) b Add any amount from Schedule 2 and check here <input checked="" type="checkbox"/>	190,989.											
12	a Child tax credit/credit for other dependents b Add any amount from Sch. 3 and check here <input checked="" type="checkbox"/>	1,740.											
13	Subtract line 12 from line 11. If zero or less, enter -0-	189,249.											

NEW SCHEDULE FOR 2018

SCHEDULE 2 (Form 1040)	Tax	OMB No. 1545-0074
Department of the Treasury Internal Revenue Service	▶ Attach to Form 1040. ▶ Go to www.irs.gov/Form1040 for instructions and the latest information.	2018 Attachment Sequence No. 02
Name(s) shown on Form 1040		Your social security number
Tax	38-44 Reserved	38-44
	45 Alternative minimum tax. Attach Form 6251	45 0.
	46 Excess advance premium tax credit repayment. Attach Form 8962	46
	47 Add the amounts in the far right column. Enter here and include on Form 1040, line 11	47 0.
LHA For Paperwork Reduction Act Notice, see your tax return instructions.		Schedule 2 (Form 1040) 2018

NEW SCHEDULE FOR 2018

SCHEDULE 3 (Form 1040)	Nonrefundable Credits	OMB No. 1545-0074
Department of the Treasury Internal Revenue Service	▶ Attach to Form 1040. ▶ Go to www.irs.gov/Form1040 for instructions and the latest information.	2018 Attachment Sequence No. 03
Name(s) shown on Form 1040		Your social security number
Nonrefundable Credits	48 Foreign tax credit. Attach Form 1116 if required	48 1,740.
	49 Credit for child and dependent care expenses. Attach Form 2441	49
	50 Education credits from Form 8863, line 19	50
	51 Retirement savings contributions credit. Attach Form 8880	51
	52 Reserved	52
	53 Residential energy credit. Attach Form 5695	53
	54 Other credits from Form a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54
	55 Add the amounts in the far right column. Enter here and include on Form 1040, line 12	55 1,740.
LHA For Paperwork Reduction Act Notice, see your tax return instructions.		Schedule 3 (Form 1040) 2018

Other Taxes (cont.)

From Page 2 of 2018 Tax Return

Line 6, Schedule 4

6	14	Other taxes. Attach Schedule 4	14	3,756.
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NEW SCHEDULE FOR 2018

SCHEDULE 4
(Form 1040)

Department of the Treasury
Internal Revenue Service

Other Taxes

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. **04**

Name(s) shown on Form 1040

Your social security number

Other Taxes

57	Self-employment tax. Attach Schedule SE	57	
58	Unreported social security and Medicare tax from: Form a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
59	Additional tax on IRAs, other qualified retirement plans, and other tax-favored accounts. Attach Form 5329 if required	59	
60 a	Household employment taxes. Attach Schedule H	60a	
b	Repayment of first-time homebuyer credit from Form 5405. Attach Form 5405 if required	60b	
61	Health care: individual responsibility (see instructions)	61	
62	Taxes from: a <input type="checkbox"/> Form 8959 b <input checked="" type="checkbox"/> Form 8960 c <input checked="" type="checkbox"/> Instructions; enter code(s) SEE STATEMENT 12	62	3,756.
63	Section 965 net tax liability installment from Form 965-A 63		
64	Add the amounts in the far right column. These are your total other taxes . Enter here and on Form 1040, line 14	64	3,756.

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 4 (Form 1040) 2018

Tax Payments (cont.)

From Page 2 of 2018 Tax Return

Lines 15-18, Schedule 5

		15 Total tax. Add lines 13 and 14	15	193,005.
		16 Federal income tax withheld from Forms W-2 and 1099	16	42,874.
7		17 Refundable credits: a EIC (see inst.) b Sch 8812 c Form 8863 Add any amount from Schedule 5 263,026.	17	263,026.
		18 Add lines 16 and 17. These are your total payments	18	305,900.

NEW SCHEDULE FOR 2018

SCHEDULE 5 (Form 1040)

Department of the Treasury
Internal Revenue Service

Other Payments and Refundable Credits

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. **05**

Name(s) shown on Form 1040

Your social security number

██

██

Other	65	Reserved	65	
Payments	66	2018 estimated tax payments and amount applied from 2017 return STMT 13	66	263,026.
and	67 a	Reserved	67a	
Refundable	b	Reserved	67b	
Credits	68-69	Reserved	68-69	
	70	Net premium tax credit. Attach Form 8962	70	
	71	Amount paid with request for extension to file (see instructions)	71	
	72	Excess social security and tier 1 RRTA tax withheld	72	
	73	Credit for federal tax on fuels. Attach Form 4136	73	
	74	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	74	
	75	Add the amounts in the far right column. These are your total other payments and refundable credits . Enter here and include on Form 1040, line 17	75	263,026.

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 5 (Form 1040) 2018

SCHEDULE 1
(Form 1040)

Additional Income and Adjustments to Income

OMB No. 1545-0074

2018

Attachment
Sequence No. **01**

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 1040.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

Name(s) shown on Form 1040

Your social security number

Additional Income	1-9b	Reserved	STATEMENT 9	1-9b STATEMENT 11
	10	Taxable refunds, credits, or offsets of state and local income taxes	STATEMENT 10	10 23,205.
	11	Alimony received		11
	12	Business income or (loss). Attach Schedule C or C-EZ		12
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ <input type="checkbox"/>		13 11,448.
	14	Other gains or (losses). Attach Form 4797		14
	15a	Reserved		15b
	16a	Reserved		16b
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17 436,126.
	18	Farm income or (loss). Attach Schedule F		18
	19	Unemployment compensation		19
	20a	Reserved		20b
21	Other income. List type and amount ▶ STATEMENT 8		21 3,209.	
22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		22 473,988.	
Adjustments to Income	23	Educator expenses	23	
	24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24	
	25	Health savings account deduction. Attach Form 8889	25	
	26	Moving expenses for members of the Armed Forces. Attach Form 3903	26	
	27	Deductible part of self-employment tax. Attach Schedule SE	27	
	28	Self-employed SEP, SIMPLE, and qualified plans	28	
	29	Self-employed health insurance deduction	29	
	30	Penalty on early withdrawal of savings	30	
	31a	Alimony paid b Recipient's SSN ▶	31a	
	32	IRA deduction	32	
33	Student loan interest deduction	33		
34	Reserved	34		
35	Reserved	35		
36	Add lines 23 through 35	36		

LHA **For Paperwork Reduction Act Notice, see your tax return instructions.**

Schedule 1 (Form 1040) 2018

SCHEDULE 2
(Form 1040)

Tax

OMB No. 1545-0074

2018

Attachment
Sequence No. **02**

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 1040.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

Name(s) shown on Form 1040

Your social security number

[Redacted Name]

[Redacted Social Security Number]

Tax	38-44	Reserved	38-44	
	45	Alternative minimum tax. Attach Form 6251	45	0.
	46	Excess advance premium tax credit repayment. Attach Form 8962	46	
	47	Add the amounts in the far right column. Enter here and include on Form 1040, line 11	47	0.

LHA **For Paperwork Reduction Act Notice, see your tax return instructions.**

Schedule 2 (Form 1040) 2018

SCHEDULE 3
(Form 1040)

Department of the Treasury
Internal Revenue Service

Nonrefundable Credits

▶ **Attach to Form 1040.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

OMB No. 1545-0074

2018

Attachment
Sequence No. **03**

Name(s) shown on Form 1040

Your social security number

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Nonrefundable Credits	48 Foreign tax credit. Attach Form 1116 if required	48	1,740.
	49 Credit for child and dependent care expenses. Attach Form 2441	49	
	50 Education credits from Form 8863, line 19	50	
	51 Retirement savings contributions credit. Attach Form 8880	51	
	52 Reserved	52	
	53 Residential energy credit. Attach Form 5695	53	
	54 Other credits from Form a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	
	55 Add the amounts in the far right column. Enter here and include on Form 1040, line 12	55	1,740.

LHA **For Paperwork Reduction Act Notice, see your tax return instructions.**

Schedule 3 (Form 1040) 2018

SCHEDULE 4
(Form 1040)

Department of the Treasury
Internal Revenue Service

Other Taxes

▶ **Attach to Form 1040.**

▶ **Go to www.irs.gov/Form1040 for instructions and the latest information.**

OMB No. 1545-0074

2018

Attachment
Sequence No. **04**

Name(s) shown on Form 1040

Your social security number

Other Taxes

	57	Self-employment tax. Attach Schedule SE	57	
	58	Unreported social security and Medicare tax from: Form a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
	59	Additional tax on IRAs, other qualified retirement plans, and other tax-favored accounts. Attach Form 5329 if required	59	
	60 a	Household employment taxes. Attach Schedule H	60a	
	b	Repayment of first-time homebuyer credit from Form 5405. Attach Form 5405 if required	60b	
	61	Health care: individual responsibility (see instructions)	61	
	62	Taxes from: a <input type="checkbox"/> Form 8959 b <input checked="" type="checkbox"/> Form 8960 c <input checked="" type="checkbox"/> Instructions; enter code(s) SEE STATEMENT 12	62	3,756.
	63	Section 965 net tax liability installment from Form 965-A 63		
	64	Add the amounts in the far right column. These are your total other taxes . Enter here and on Form 1040, line 14	64	3,756.

LHA **For Paperwork Reduction Act Notice, see your tax return instructions.**

Schedule 4 (Form 1040) 2018

SCHEDULE 5
(Form 1040)

Department of the Treasury
Internal Revenue Service

Other Payments and Refundable Credits

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. **05**

Name(s) shown on Form 1040

Your social security number

Other	65	Reserved	65	
Payments	66	2018 estimated tax payments and amount applied from 2017 return STMT 13	66	263,026.
and	67 a	Reserved	67a	
Refundable	b	Reserved	67b	
Credits	68-69	Reserved	68-69	
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	74	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	74	
	75	Add the amounts in the far right column. These are your total other payments and refundable credits . Enter here and include on Form 1040, line 17	75	263,026.

LHA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 5 (Form 1040) 2018



GBQ

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Questions and Wrap-Up

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TAB D





Aftab Pureval is the Hamilton County Clerk of Courts. Elected to the office in 2016, Aftab plans to focus his administration on increasing access to justice to ensure all people can get the help they need in our courts. Aftab will also modernize and professionalize the courthouse and use technology to make our courts more efficient.

Aftab was born and raised in Southwest Ohio. His parents are immigrants who came to this country to create a better opportunity for themselves and their family. He attended public schools before heading to college at The Ohio State University, where he served as student body president. Following college, Aftab went from being a Buckeye to a Bearcat and attended law school at the University of Cincinnati College of Law. At UC, he was an editor of the Law Review and worked in the Domestic Violence Clinic representing women who were victims of violence. Following law school, Aftab moved to Washington, D.C., to join White & Case LLP, one of the largest law firms in the country, where he was an antitrust litigator.

Deciding that he wanted to come home and serve his community, Aftab returned to Hamilton County where he worked as a Special Assistant U.S. Attorney for the Department of Justice. As a federal prosecutor, Aftab worked with the FBI, Secret Service, and other law enforcement agencies to investigate and prosecute felonies involving guns, crimes against children, and white-collar crimes.

Judge Amy Searcy was appointed to Hamilton County's Court of Common Pleas, **Domestic Relations Court** in May 2014, and won election in November, 2014.

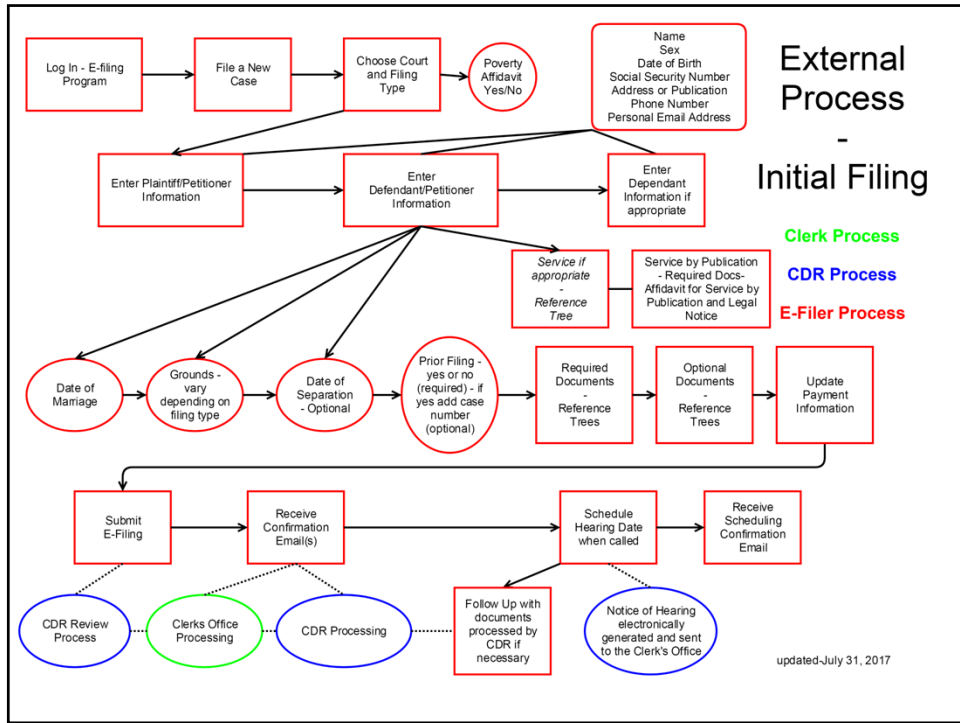
Prior to her tenure as Judge, Amy Searcy was Director of the Hamilton County Board of Elections, Magistrate in Hamilton County Municipal Court and a Senior Trial Attorney in the Hamilton County Public Defenders' Office.

In addition to her judicial and director experience, Judge Searcy served as an adjunct professor at the College of Mount St. Joseph, teaching Constitutional Law and Legal Principles, and mentored future leaders as a high school mock trial Legal Advisor. Judge Searcy coached two state champion mock trial teams: St. Xavier High School in 1998 and Oak Hills High School in 2007. Oak Hills was also ranked 15th in the nation in 2007.

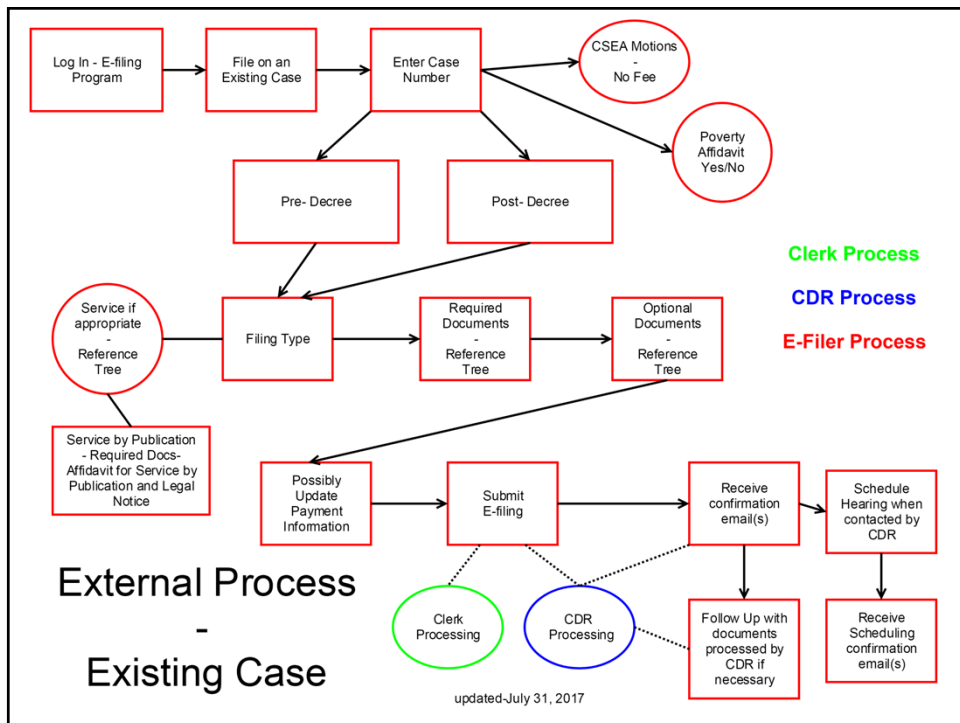
Judge Searcy believes in giving back to the community. She served as a Board member of Talbert House and the Cincinnati Park Board Advisory Council, the Cincinnati Police Citizens On Patrol and is a Hamilton County Great Parks volunteer. She serves on various Strategic Planning Boards, including the Great Parks Master Strategic Planning Board and is a Board Member of Prevention First. She is a member of the National Association of Women Judges and a Trustee of the Ohio Association of Domestic Relations Judges. Judge Searcy is a graduate of the Jo Ann Davidson Leadership Institute, Class of 2013, Cincinnati Bar Association Academy of Leadership for Lawyers, Class of 2006 and the 2016 class "Beyond Civility". Judge Searcy is married and has two children and seven grandchildren and lives in Crosby Township.

Prior to being elected as the Clerk of Courts, Aftab served as in-house counsel at Procter & Gamble, supporting a billion-dollar business. He serves on the boards of various community organizations, including Cincinnati Union Bethel and the Women's Fund. His experience in business and management has earned him numerous honors and awards, including recognition in the Cincinnati Business Courier's 40 Under 40.

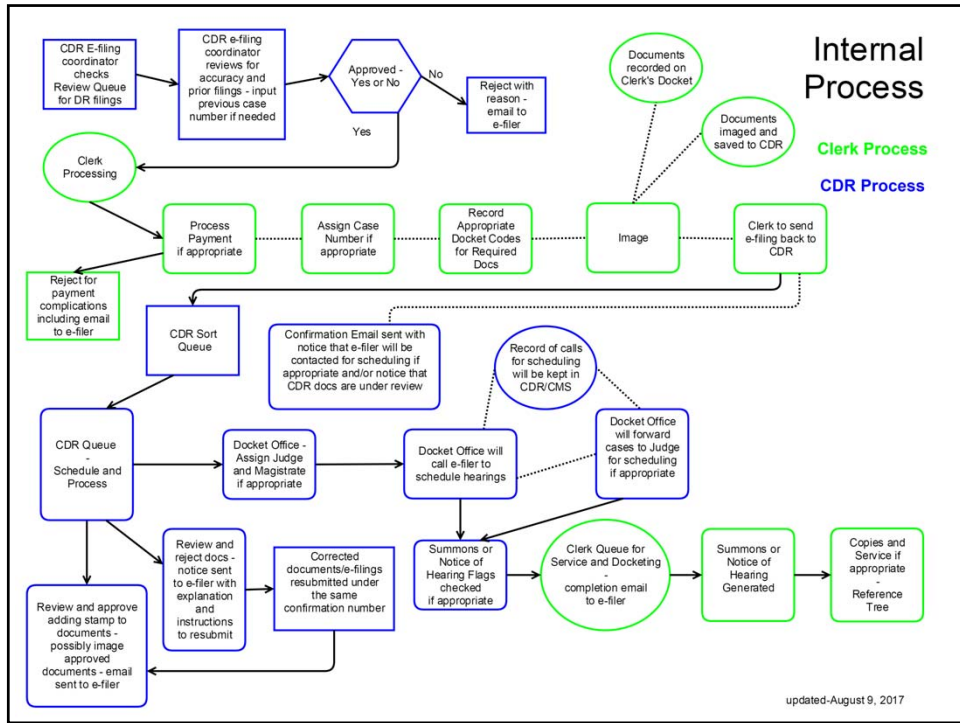
Aftab currently lives in downtown Cincinnati.



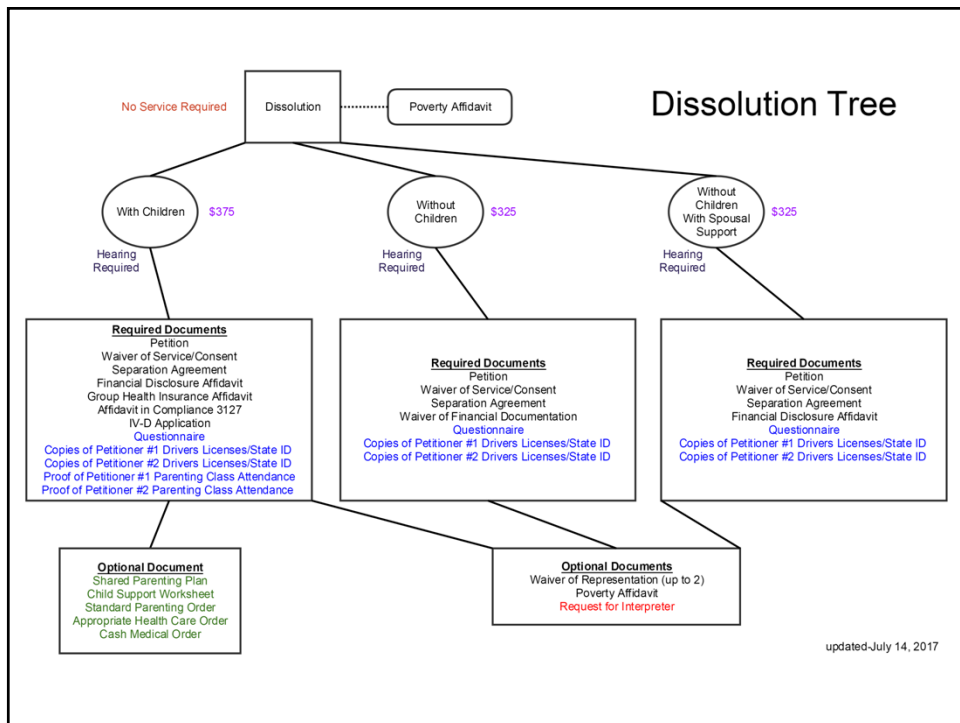
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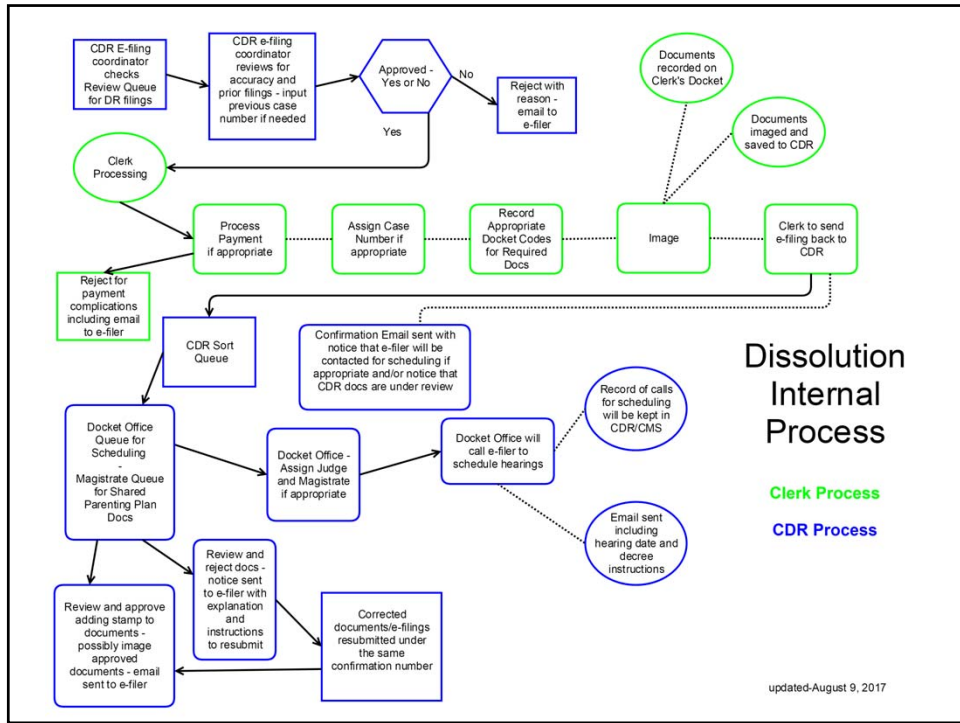
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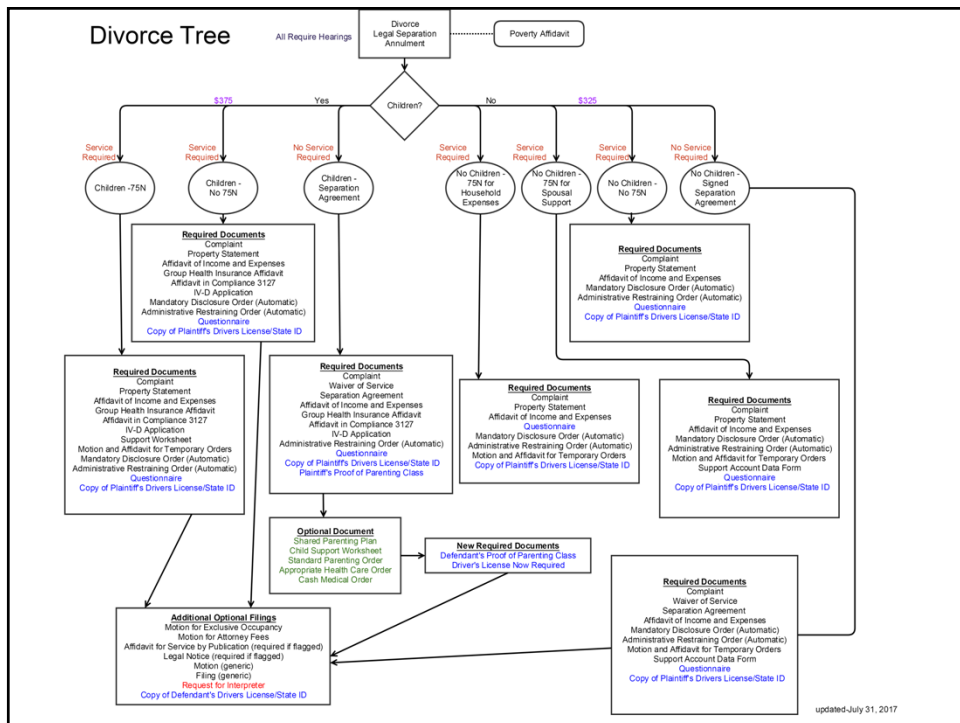
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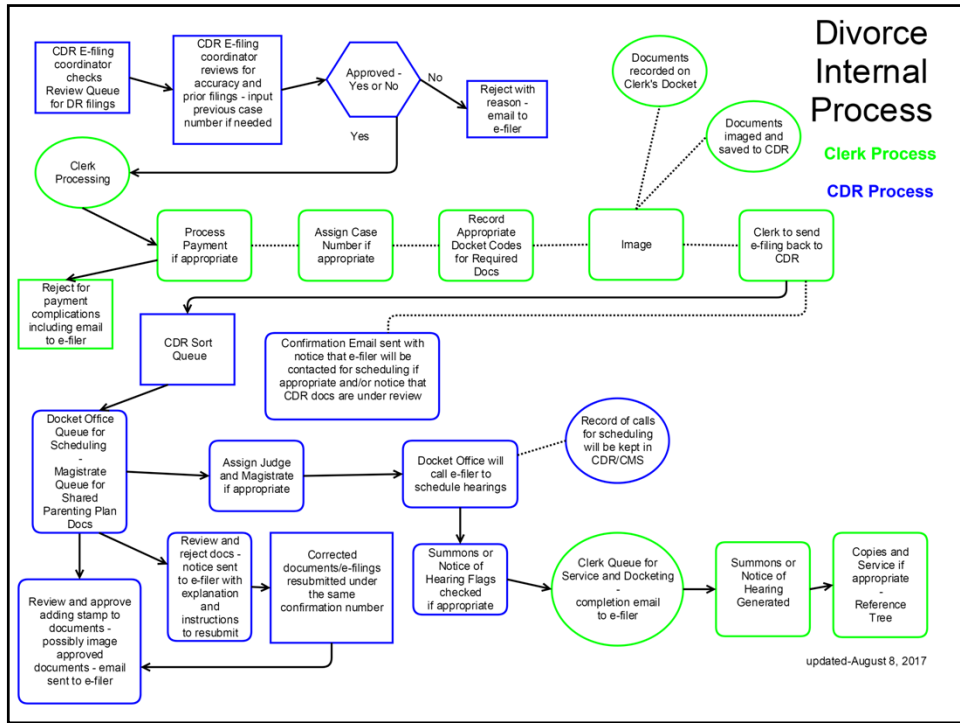
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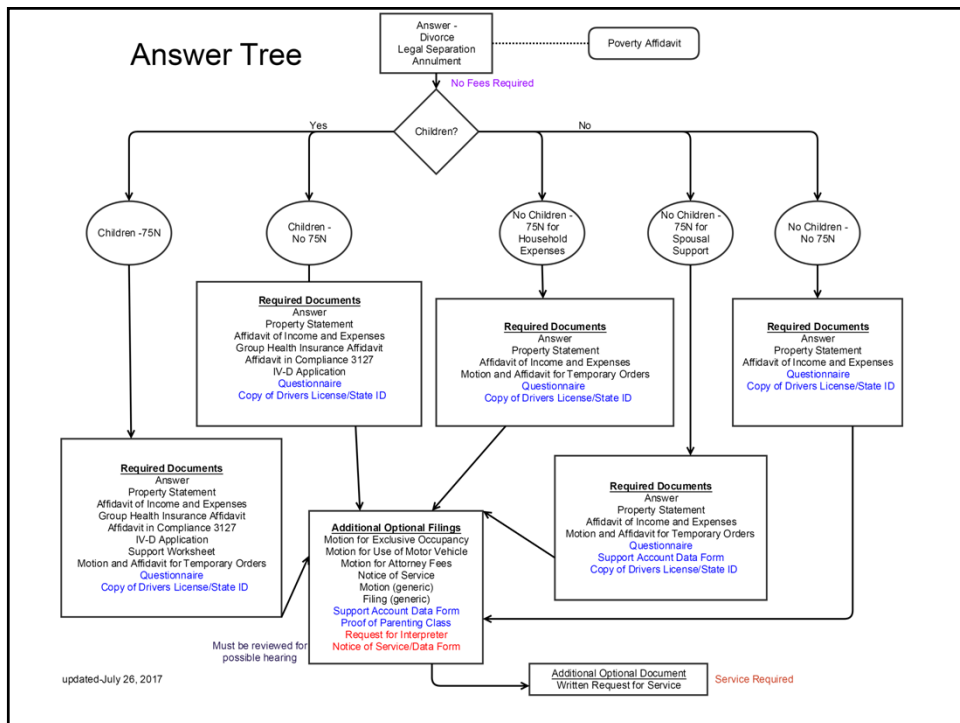
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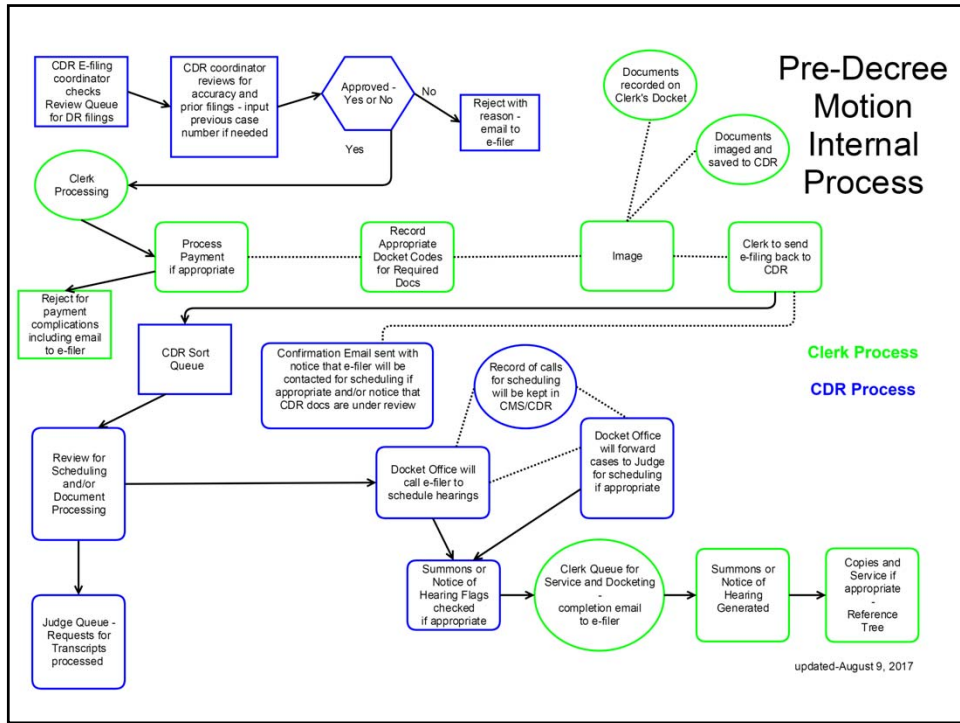
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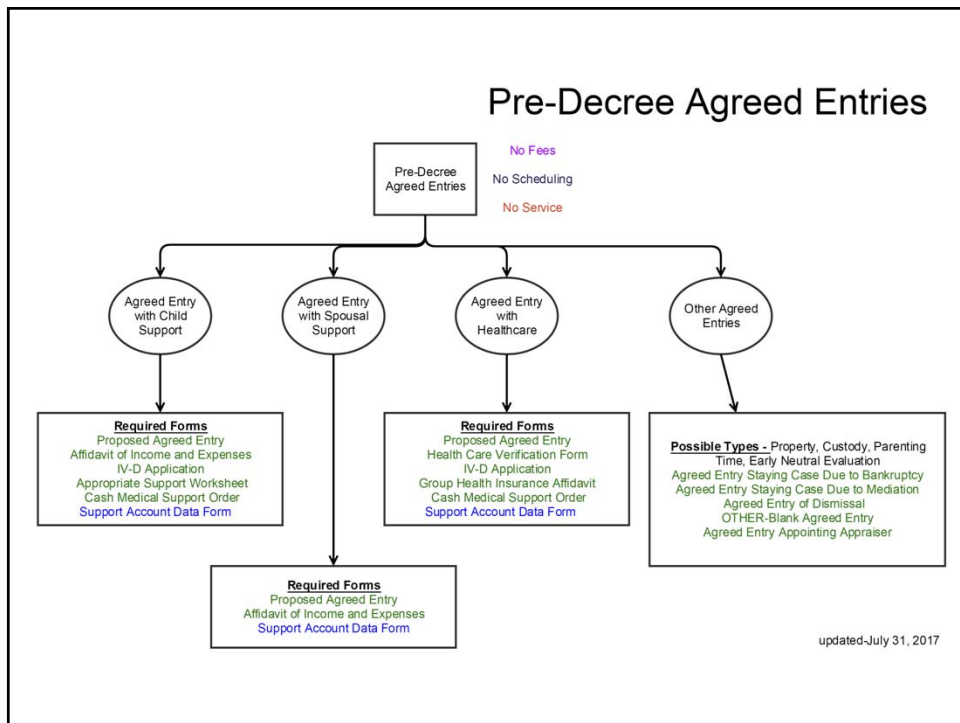
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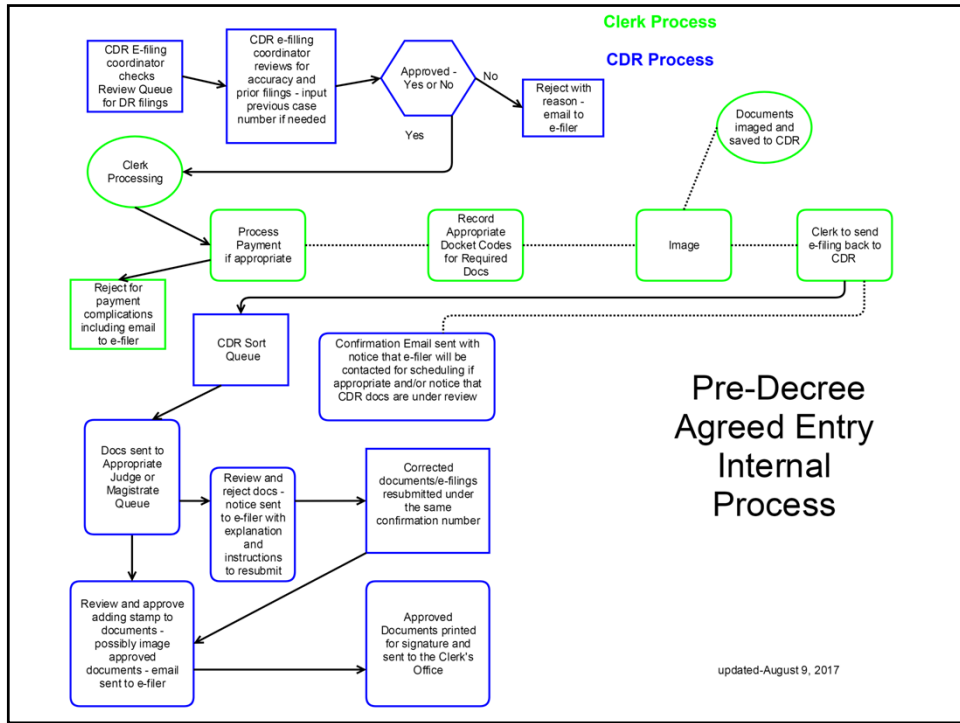
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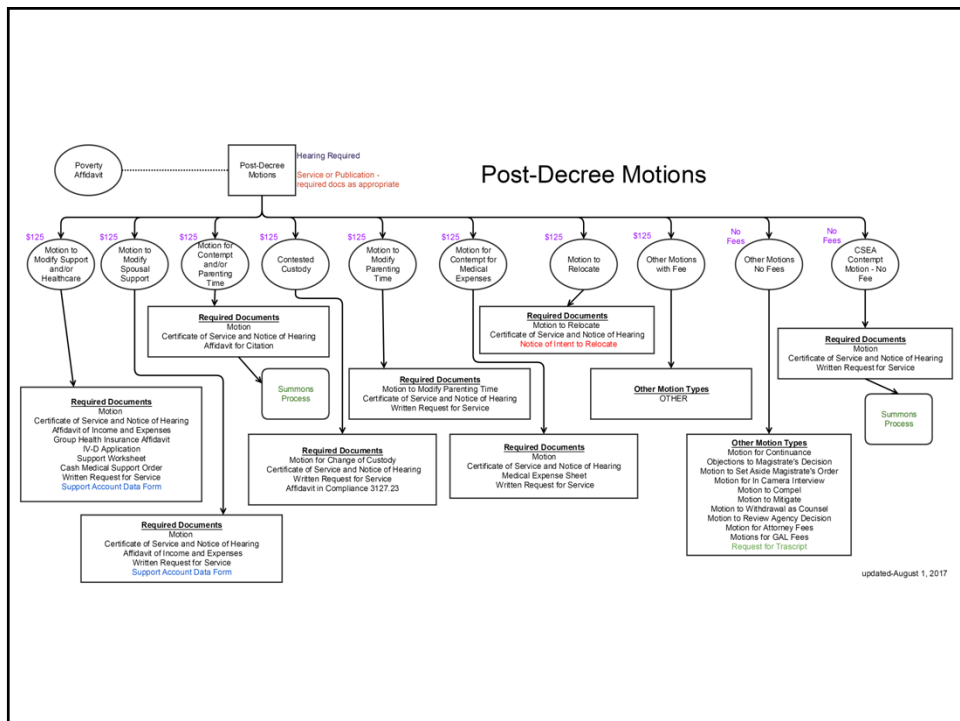
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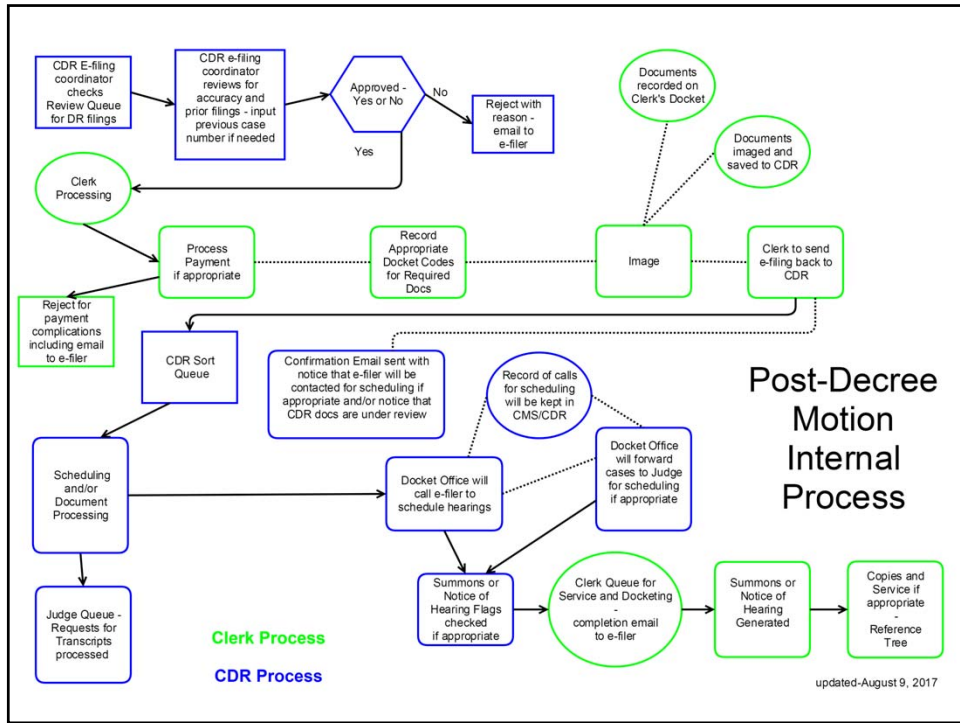
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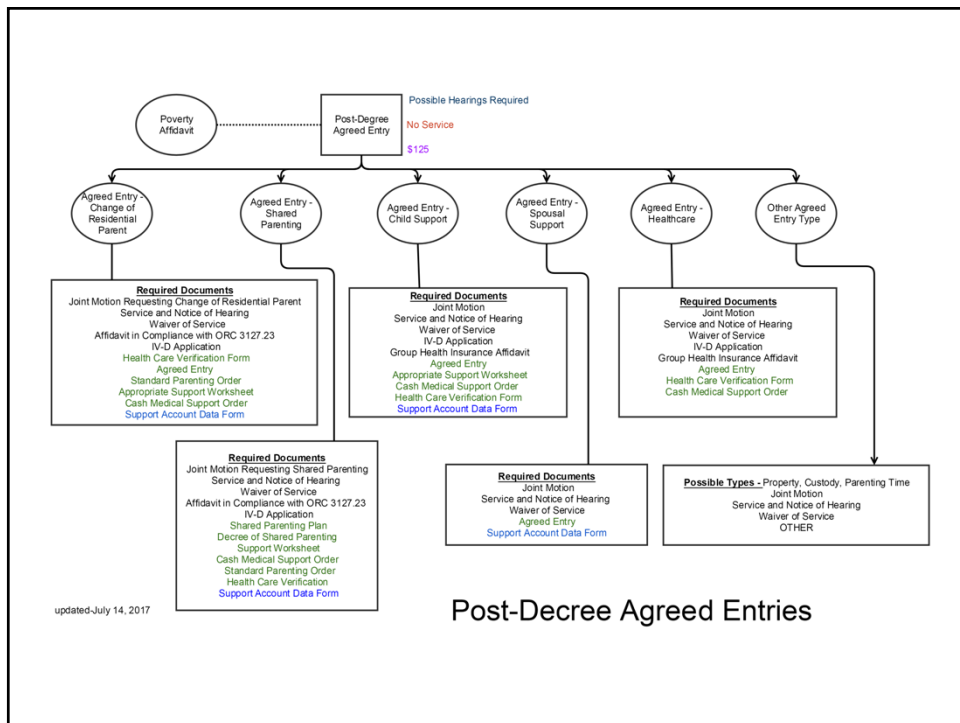
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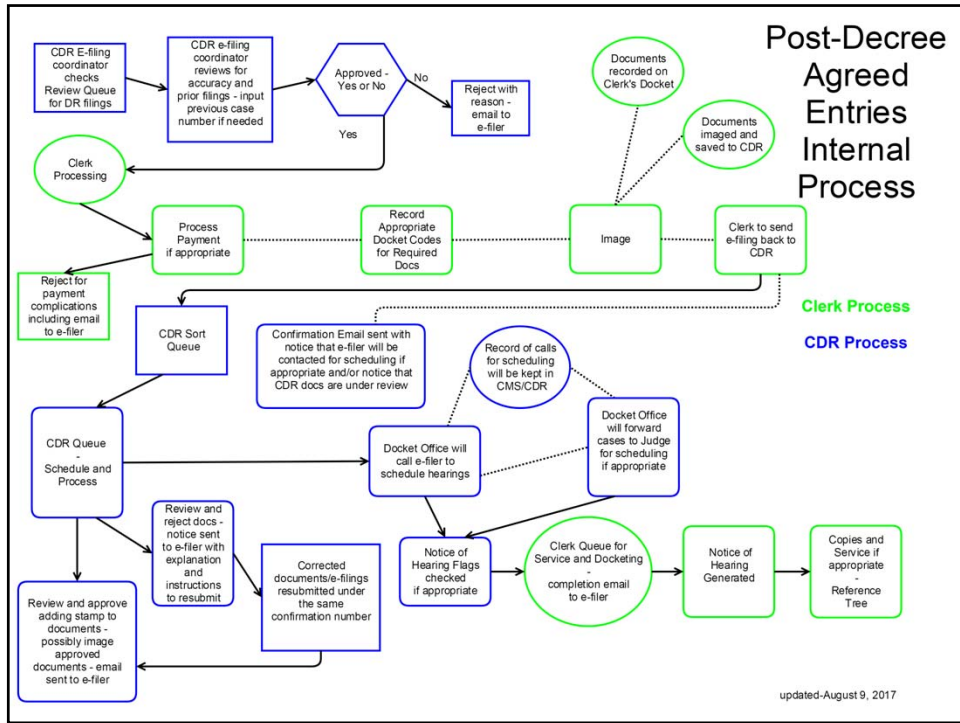
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TAB E





Ralph P. Ginocchio

Born in Cincinnati, Ohio. Ralph received his J.D. Degree from Northern Kentucky University and his undergraduate degree from Georgetown University, Washington, DC. He is Board Certified in Family Relations Law.

Mr. Ginocchio has been in private practice since January, 1978. Prior to entering private practice, he was the law clerk to the Judge of the Hamilton County Domestic Relations Court for four years. Mr. Ginocchio is both an experienced trial lawyer and collaborative lawyer.

Active in the legal profession, Mr. Ginocchio is a board member of the Cincinnati Academy of Collaborative Professionals and is a founding member of that organization. He is a past chair of the Domestic Relations Committee and the Fee Arbitration Committee of the Cincinnati Bar Association. Ralph is President of the Cincinnati Bar Foundation. He is admitted to practice before all courts in Ohio, the *U. S. District Court for the Southern District of Ohio*, the *U. S. Court of Appeals for the Sixth Circuit*, and the *United States Supreme Court*.

Year Joined Firm

- 1982

Areas of Practice

- Family Law
- Estate Planning - Wills and Trusts, Powers of Attorney
- Probate & Estate Administration
- Personal Injury
- Civil Litigation

Bar Admissions

- Ohio
- U.S. District Court Southern District of Ohio
- U.S. Court of Appeals 6th Circuit
- U.S. Federal Courts
- U.S. Supreme Court

Education

- **Northern Kentucky University, Salmon P. Chase College of Law, Highland Heights, Kentucky**
 - J.D.
- **Georgetown University, Washington, District of Columbia**
 - A.B.

Professional Associations and Memberships

- Board Member, Cincinnati Academy of Collaborative Professionals
- Cincinnati Bar Association, Past Chair, The Domestic Relations Committee
- Cincinnati Bar Association, Past Chair, Fee Arbitration Committee
- President, Cincinnati Bar Foundation

Past Employment Positions

- Law Clerk to Judge of the Hamilton County, OH, Domestic Relations Court

Kathleen McPhillips Rodenberg began her tenure as Judge of Domestic Relations Court on January 2, 2011. She was reelected to a second term effective January 2, 2017. Judge Rodenberg has extensive legal experience spanning 35 years. In addition to the private practice of law in Hamilton County and Clermont County, Judge Rodenberg has served as a Magistrate in both Clermont County Domestic Relations Court and Clermont County Municipal Court.

Judge Rodenberg is a past president of the Clermont County Bar Association. She has served on a number of boards including Clermont Counseling Center, MRDD, Senior Services, and CASA for Clermont Kids.

Judge Rodenberg received her Bachelor of Arts degree from the University of Cincinnati in 1979 and her Juris Doctor degree from the University Of Cincinnati College Of Law in 1982.

Judge Amy Searcy was appointed to Hamilton County's Court of Common Pleas, **Domestic Relations Court** in May 2014, and won election in November, 2014.

Prior to her tenure as Judge, Amy Searcy was Director of the Hamilton County Board of Elections, Magistrate in Hamilton County Municipal Court and a Senior Trial Attorney in the Hamilton County Public Defenders' Office.

In addition to her judicial and director experience, Judge Searcy served as an adjunct professor at the College of Mount St. Joseph, teaching Constitutional Law and Legal Principles, and mentored future leaders as a high school mock trial Legal Advisor. Judge Searcy coached two state champion mock trial teams: St. Xavier High School in 1998 and Oak Hills High School in 2007. Oak Hills was also ranked 15th in the nation in 2007.

Judge Searcy believes in giving back to the community. She served as a Board member of Talbert House and the Cincinnati Park Board Advisory Council, the Cincinnati Police Citizens On Patrol and is a Hamilton County Great Parks volunteer. She serves on various Strategic Planning Boards, including the Great Parks Master Strategic Planning Board and is a Board Member of Prevention First. She is a member of the National Association of Women Judges and a Trustee of the Ohio Association of Domestic Relations Judges. Judge Searcy is a graduate of the Jo Ann Davidson Leadership Institute, Class of 2013, Cincinnati Bar Association Academy of Leadership for Lawyers, Class of 2006 and the 2016 class "Beyond Civility". Judge Searcy is married and has two children and seven grandchildren and lives in Crosby Township.

TAB ____

Judge's Panel Discussion

Panelists:

Judge Jeffrey T. Kirby,
Warren County Domestic Relations Court

Judge Kathleen M. Rodenberg,
Clermont County Domestic Relations Court

Judge Amy L. Searcy,
Hamilton County Domestic Relations Court

Moderator:

Ralph P. Ginocchio, Esq.
Schimpf Ginocchio & Kehres Co., LPA

TAX CUTS AND JOBS ACT OF 2017

The tax code used the term “alimony” and not “spousal support.” This memo will use alimony even though Ohio uses the term “spousal support.”

I. Alimony Tax Deduction

The 2017 Tax Act (TCJA) contains a permanent repeal of the alimony tax deduction. The repeal affects both the alimony tax deduction that was available to the alimony payor and the inclusion of alimony taxable income of the recipient. The repeal does not expire in 2025, unlike many of the other provisions affecting individual income taxation. The repeal affects alimony that is paid under a divorce instrument signed on or after January 1, 2019. Alimony that is paid under a divorce instrument (court order or agreement) signed on or before December 31, 2018, will continue to be tax-deductible if all of the § 71 requirements are met.

A. Repeal Affecting Divorce Instruments Post-12/31/2018

The repeal of the alimony tax deduction shall apply to alimony that is paid under a divorce instrument executed after December 31, 2018. The repeal shall also apply to alimony that is paid under a pre-2019 divorce instrument, but only if the alimony is modified after December 31, 2018, and the modification expressly elects the 2017 Tax Act treatment. Alimony payments made under a pre-2019 divorce instrument, and any subsequent modification to which the 2017 Tax Act does not apply, will continue to be tax-deductible for the payor and tax-includible for the recipient pursuant to IRC §§ 71 and 215.

To preserve the tax deduction for pre-2019 alimony payments, the most important legal requirement is the “divorce or separation instrument.”

(C) DIVORCE OR SEPARATION INSTRUMENT. – For purposes of this paragraph, the term ‘divorce or separation instrument’ means –

- (i) a decree of divorce or separate maintenance or a written instrument incident to such a decree,
- (ii) a written separation agreement, or
- (iii) a decree (not described in clause (i)) requiring a spouse to make payments for the support or maintenance of the other spouse.

Some examples of a “divorce or separation instrument” might include a court order; a separation agreement; a written separation agreement; or a support order.

Post-2018 alimony will not be tax-deductible to the payor. Yet, it will not be taxable income for the recipient, so long as it meets the legal requirements of spousal property transfer under IRC § 1041. Under IRC § 1041, no taxable gain or loss is recognized on a transfer of property between spouses, and between former spouses if the transfer is “incident to a divorce.” Spousal property transfers under § 1041, are treated as gifts, but are not taxable even if they exceed the annual gift tax exclusion. Payments are presumed to qualify for § 1041 exclusion if made within 1 year after a divorce, or within 6 years pursuant to a written divorce instrument.

After 12/31/2018, periodic payments that are made as § 1041 spousal support transfers will not have to meet the IRC § 71 requirements. The payments may be front-loaded; they may terminate or reduce within six months of a child-related event (graduation, emancipation).

Prior to 01/01/2019, spouses receiving spousal support could make tax deductible contributions to the IRA and Roth IRA accounts. Tax-deductible IRA contributions (other than rollovers) are limited to the lesser of an annual dollar amount (\$5,500) or the contributor's taxable compensation. Alimony counted as "taxable compensation" prior to 01/01/2019; it will no longer count.

B. Modifiability of Pre-12-31-18 Divorce Instruments

If the alimony provision of a pre-2019 divorce instrument is modified after December 31, 2018, the alimony paid thereafter will continue to qualify for the alimony tax deduction, provided that: (a) the modification does not expressly elect non-deductibility; and (b) the alimony qualifies as taxable/deductible under §§ 71 and 215

C. Interim Orders as of 12/31/2018

If interim order is in effect prior to December 31, 2018, which provides for periodic payments of alimony, alimony pendent lite, spousal support or maintenance extending into 2018 and beyond, then the alimony tax deduction will be preserved until the order is modified after December 31, 2018. The question might arise: can the alimony tax deduction be preserved after the amount and/or conditions are modified by a final order or agreement executed after 12/31/2018?

D. Language for Agreements

The 2017 Tax Act teaches us that changes in tax law are not uncommon. You must consider the possibility of future changes in tax law, especially the 2017 Tax Act provisions that will expire in 2025 (particularly the personal dependency exemptions). It is impossible to predict whether those provisions will be extended.

INTENDED TAXABLE/DEDUCTIBLE ALIMONY ADJUSTMENT; INTENT OF PARTIES.

In the event that all or any part of the payments required y this Separation Agreement are not includible in the xx's income and are not so deductible by the yy in the determination of their respective taxable incomes, whether by reason of Internal Revenue Service interpretation, amendment or repeal of existing revenue statutes, or otherwise, then the payments required by this Separation Agreement shall be adjusted by agreement of the parties to carry out the intention of the parties with respect to after-tax dollars paid and received. In the event the parties are unable to agree as to the amount of the adjustment, as to the manner of the adjustment, or as to any other aspect the issue may be submitted to the Domestic Relations Court for determination.

LAW CHANGE

This Agreement has been negotiated and executed on the assumption that the payments described in this paragraph will be deductible to xx and taxable to yy. If, as a result of a final and binding judicial determination or because of a subsequent change in the governing law or its authoritative interpretation, it is established that any or all of said payments are not deductible by xx, the parties agree to renegotiate the amount of the alimony payments so that the amount is consistent with the intention of the parties. If the parties are unable to agree, the issue can be submitted to the Court of Domestic Relations.

In 2018 and beyond, you might wish to include language in your separation agreements, decrees, and prenuptial agreements that contemplates and deals with the uncertainty surrounding the 2017 Tax Act repeal of the alimony tax deduction. Below are some examples:

For Post-12/31/2019 Prenuptial and Separation Agreements Containing Non-Taxable Periodic Payment:

This Separation Agreement has been executed with the mutual understanding of the parties that the periodic payments provided by this paragraph shall neither be taxable to the recipient as spousal support nor tax-deductible to the payor. If, prior to the expiration of the payor's obligation, the alimony tax deduction should be restored to its pre- the 2017 Tax Act form by a change in the governing law or its authoritative interpretation, the parties agree that they shall designate the periodic payments as non-taxable to the recipient and non-deductible to the payor.

This provision addresses consequences that an alimony recipient might face if the alimony tax deduction were restored and applied to periodic payments that were negotiated with the intent that they would be non-taxable.

II. Standard Deduction and Exemptions

For the years 2018 through 2025, many itemized deductions have been eliminated or limited. The personal and dependency exemptions have been reduced to \$0 (but not repealed). The tax deductions for state and local income taxes, property taxes, and home mortgage interest have been capped. Virtually all of the itemized deductions subject to a 2% AGI floor have been eliminated. In their place, Congress increased the standard deduction to \$12,000 per year for married filing single and single taxpayers, \$18,000 for heads of household, and \$24,000 for couples filing jointly. The enhanced standard deduction will help some, but not all, families.

A. Personal Exemption/Dependency Exemption

Under the 2017 Tax Act, for the tax years 2018 through 2025, the personal and dependency exemptions (formerly worth \$4,050 per person unless phased out) are reduced to \$0. Unlike the alimony tax deduction, the exemptions were not repealed.

The dependency exemptions will resume in 2026 if Congress does not act to extend or modify the law. Any family with a child born in 2000 or later must consider the return of the dependency exemptions in 2026 when negotiating an agreement.

B. Standard Deduction

Under the 2017 Tax Act, for the tax year 2018, the standard deduction has increased to \$12,000 per year for married filing separately and single taxpayers, \$18,000 for heads of household, and \$24,000 for couples filing jointly. The standard deductions will increase for inflation in the tax years 2019 through 2025, after which the prior standard deductions will resume if Congress does not extend or modify the law.

III. Itemized Deductions

Prior to 01/01/2018, the most common itemized deductions were the mortgage interest deduction, property tax deduction, state and local income tax deductions, and charitable deductions. These combined deductions were claimed by taxpayers when they exceeded the standard deduction, and were claimed in tandem with personal and dependent exemptions and child tax credits prior to the 2017 Tax Act.

Under the 2017 Tax Act, itemized deductions are capped and, without the benefit of personal dependency exemptions, often do not exceed the enhanced standard deduction.

For married filing separate taxpayers, there is no advantage in itemizing deductions unless they max out their \$5,000 deduction for state and local taxes and property tax and pay more than \$7,000 per year in mortgage interest. For heads of household, there is no advantage in itemizing deductions unless they max out their \$10,000 state and local taxes and property taxes deduction and pay more than \$8,000 per year mortgage interest. For couples filing jointly, there is no advantage in itemizing deductions unless they max out their \$10,000 state and local taxes deduction and pay more than \$14,000 per year mortgage interest.

A. State and Local Income and Property Tax

Under the 2017 Tax Act, for the tax years 2018 through 2025, a taxpayer who files single, married filing jointly, or head of household may claim an itemized deduction of up to \$10,000 for state and local taxes, which included state and local income tax, sales tax, and real estate property taxes. For married filing separate taxpayers, the deduction is limited to \$5,000.

Taxpayers who claim the standard deduction under the 2017 Tax Act may not deduct state and local taxes.

B. Qualified Mortgage Loan Interest Deduction

Under the 2017 Tax Act for tax years 2018 through 2025, a tax payer who files single, joint, or head of household may claim an itemized deduction for the interest on a mortgage loan that does not exceed \$750,000. For married filing separate taxpayers, the itemized deduction is limited to the interest on up to \$375,000 mortgage debt.

Previously, the mortgage interest deduction was limited to the interest on acquisition indebtedness not exceeding \$1,000,000, plus home equity indebtedness not exceeding \$100,000 (or half of those limits for married filing separate taxpayers). Yet, the 2017 Tax Act emphasizes the distinction between “acquisition indebtedness” and other kinds of debt, such as home equity loans.

“Acquisition indebtedness” means indebtedness that is incurred in acquiring, constructing or substantially improving a qualified residence of the taxpayer and which is secured by the residence. A qualified residence means the taxpayer’s principal residence and one other residence of the tax payer.

For the years 2018 through 2025, interest on home equity loans (HELOC) is not deductible.

The 2017 Tax Act contains a “grandfather” clause to preserve the deduction of pre-existing mortgage loans (but not home equity loans), and a “tracing” clause to preserve the deductions for mortgage loans that are refinanced. For mortgage loans that existed prior to December 15, 2017 (or were approved by 12/15/17 and closed before 04/01/18), the interest on up to \$1,000,000 acquisition indebtedness is still deductible. If an existing mortgage loan is refinanced, then the taxpayer may deduct the interest on the portion of the new loan that does not exceed the outstanding balance of the old loan. The interest on excess portion, however, is not deductible.

Taxpayers who claim the standard deduction under the 2017 Tax Act may not deduct mortgage interest. This provision will expire in 2026 unless it is extended or modified by congress. The tax act contains a provision stating that the \$1,000,000 limit effective after 2025 will apply to loans obtained during the tax years 2018 to 2025.

C. Charitable Deductions

Prior to 01/01/2018, taxpayers who itemized their deductions were eligible to deduct charitable contributions, without regard to adjusted gross income (but subject to the phase out of itemized deductions at higher income levels). The 2017 Tax Act did not suspend or repeal the itemized deduction for charitable contributions; however, the limitations on other itemized deductions will discourage many taxpayers who previously itemized their deductions.

Taxpayers who claim the standard deduction under the 2017 Tax Act may not deduct charitable contributions.

D. Legal Fee Deduction

Prior to the 2017 Tax Act, taxpayers who itemized their deductions were eligible to deduct legal fees incurred for the production or collection of taxable income, under IRC § 212. Generally, the portion of a divorce lawyer’s fee related to obtaining alimony and spousal support for a recipient was tax-

deductible. Under the 2017 Tax Act, the spousal support is no longer taxable income (unless it is paid under a pre-2019 divorce instrument or modification to the tax act does not apply).

The 2017 Tax Act did not modify IRC § 212. Nevertheless, the tax deduction for legal fees was suspended under IRC § 67 as one of the miscellaneous itemized deductions that is not exempted from the definition.

IV. Child-Related Deductions and Credits

A. Child Tax Credit

For tax years 2018 through 2025, the 2017 Tax Act expanded the child tax credit from \$1,000 per year for each eligible child to \$2,000 per child. Under prior law, the child tax credit phased out for joint taxpayers with income exceeding \$230,000, and single, head of household and MFS taxpayers over \$115,000. Under the 2017 Tax Act, the child tax credit will not phase out for joint taxpayers until they reach \$400,000, or \$200,000 for all other taxpayers. Up to \$1,400 of the child tax credit is refundable for eligible taxpayers. The 2017 Tax Act also adds a \$500 credit for children over age 16.

Only the parent who actually claims dependency exemption can claim the child tax credit. Under the 2017 Tax Act, the dependency exemption is worth \$0 for the tax years 2018 through 2025. The IRS will continue to require parents to identify dependent children on their returns, and IRS Form 8332 may be used to assign a dependent child to the other parent for child tax credit purposes.

The \$2,000 child tax credit is available for children who are 16 years old and younger; and the \$500 child tax credit is available for children over 16 years old.

B. 529 Educational Savings Plan

The 2017 tax act expanded the scope of educational expenses that can be paid from a § 529 college savings plan, to include elementary and secondary school tuition up to \$10,000 per year.

C. Child Care Tax Credit

By filing IRS Form 2441, a parent who files single, joint or head of households status (but not MFS) may deduct child care expenses for a dependent child who is under age 13, up to a maximum of \$3,000 per child per year (or \$6,000 maximum) if childcare was incurred for the purpose of pursuing gainful employment. The credit is equal to 35% of the child care expense actually paid for taxpayers earning \$15,000 or less. There is a phase out of 1% for each \$2,000 of taxable income over \$15,000, but the credit will not be less than 20%.

D. Student Loan Interest Deduction

The 2017 Tax Act made no changes to the student loan interest deductions. Up to \$2,500 of qualified student loan interest may be deducted, if not phased out. The deduction phase out applies to taxpayers having modified adjusted gross income over \$65,000 and if fully phased out at \$80,000 (\$130,000 and \$160,000, respectively, for joint taxpayers).

V. Tax Brackets

A. Individual Income Tax

The 2017 Tax Act preserved seven income tax brackets for individual taxpayers, ranging from 10% to a top rate of 37%. The first five brackets cover approximately the same income levels, offering a reduction of 1% to 4%. Some levels increase, however, such as single taxpayers with income of \$200,000 to \$400,000. The 35% bracket (which is next-to-greatest) covers a broader range; and the highest bracket (37%) is nearly 3% lower than the former law. The 2017 Tax Act tax brackets apply to years 2018 through 2025 and will sunset in 2026.

**DOMESTIC RELATIONS AND
JUVENILE COURT JURISDICTION**

Domestic Relations and Juvenile Court Jurisdiction

1. Effective March 22, 2019, Juvenile Court will no longer have original jurisdiction over married or divorced parties, except in cases where an abuse, neglect or dependency case is filed or upon certification of a case to the Juvenile Court by the Domestic Relations Court.
2. Domestic Relations Court will journalize a miscellaneous journal entry on March 22, 2019, under case number M19-00004, certifying the following cases involving married individuals to the Hamilton County Juvenile Court:
 - a. All petitions filed by a third party, non-parent;
 - b. All filings in which Juvenile Court issued prior orders and would have been permitted to request a transfer pursuant to ORC section 2151.235; and
 - c. All petitions/motions involving unaccompanied minors and/or request Special Immigrant Juvenile Status findings.Hamilton County Juvenile Court will have exclusive jurisdiction in these case types, and the cases will be heard and decided in Juvenile Court.
3. The Hamilton County Court of Domestic Relations will accept the following cases transferring jurisdiction from the Juvenile Court to Domestic Relations:
 - a. Custody or child support cases filed on or after March 22, 2019, involving married, divorcing and divorced parties, and Juvenile Court has made no prior interim or final orders.
 - b. Custody or child support cases involving married, divorcing and divorced parties filed prior to March 22, 2019, and Juvenile Court has made no prior interim or final orders.
 - c. Child support arrearage only cases where the parties originally had an order set in Juvenile Court and later divorced - current support orders running in Domestic Relations, even if orders have previously been issued by the Juvenile Court. (Transfer only upon a new filing in the Court of Domestic Relations).
 - d. CPO's with child support orders in place where the parties are married or divorced - even if orders have been issued by the Juvenile Court.
 - e. Registration of Foreign Decrees for married and divorced parents.
 - f. UCCJEA cases for married and divorced parents.
 - g. UIFSA orders for married and divorced parents.
4. Juvenile Court will retain jurisdiction in the following cases:
 - a. Any cases where the Juvenile Court has previously issued orders on the matter, except those child support and CPO cases identified above.
 - b. All cases involving never-married parents.
 - c. Registration of Foreign Decrees for never married parents or third-party cases.
 - d. UCCJEA cases for never married parents and third parties.
 - e. UIFSA orders for never married parents and third parties.
 - f. All SIJS and unaccompanied minor cases, regardless of the marital status of parties.
 - g. All cases filed by third party, non-parent petitioners.

- h. Newly filed Administrative Modifications or Motions to Modify child support for married parties where Juvenile Court has previously issued orders and the parties have never filed in Domestic Relations to terminate their marriage.
5. Juvenile Court will no longer have jurisdiction to hear and decide emergency filings for the case types set forth in paragraph 3 of this document as Domestic Relations will have original and exclusive jurisdiction for these filings. The Juvenile Court will attempt to identify these at intake from the Clerk's office and advise petitioners/movants to file in Domestic Relations. If they are not identified at intake, the magistrate will dismiss the emergency filing, consider a refund of the fee, and direct the petitioner/movant to file in Domestic Relations Court. Domestic Relations has a process to expedite custody pleadings upon request, but this does not involve a hearing the same day of the filing. The only same day hearings that the Domestic Relations Court schedules is DV/CPO Petitions.
6. Transfer Process: When a Magistrate identifies a case involving married parties or divorced parties for the case types identified in paragraph 3 of this document, the magistrate will generate the entry indicating the transfer is mandatory. At the hearing, the case manager will check with the parties to verify the accuracy of addresses and phone numbers. The Juvenile Court will create a contact verification form, which will be attached to the transfer entry and provided to the Domestic Relations Court. The case manager will take a copy of the entry and the contact verification form to Sharon Gundrum for processing. Sharon will forward the contact verification form, and entry to Lisa Gorrasi (1st), Traci Stacy (2nd), or Annie Boitman (3rd).
7. Juvenile Court Clerks, Case Managers and Magistrates may check on the status of CPO's issued by Domestic Relations by contacting the following staff in Domestic Relations: Docketing office at 946-9043, x6-9042, x6-9045; Annie Boitman 946-9008; or Traci Stacy 946-9039.
8. Domestic Relations Clerks, staff and Magistrates may check on the status of petitions/motions filed in Juvenile Court by contacting the following staff in Juvenile Court: Kristie Davis 946- 9227 (Clerk's Office); Dale Poland x6-9441 (Clerk's Office); Mark Perry x6-9471 (Clerk's Office); Sharon Gundrum x6-9375 (Custody Case Management) and Kristy Gaynor x6-9349 (Child Support Case Management).

§ 3105.011. [Effective 3/22/2019] Jurisdiction over domestic relations matters.

Ohio Statutes

Title 31. DOMESTIC RELATIONS - CHILDREN

Chapter 3105. DIVORCE, ALIMONY, ANNULMENT, DISSOLUTION OF MARRIAGE

Current with acts signed by the Governor as of August 1, 2018

§ 3105.011. [Effective 3/22/2019] Jurisdiction over domestic relations matters

- (A) *The court of common pleas including divisions of courts of domestic relations, has full equitable powers and jurisdiction appropriate to the determination of all domestic relations matters. This section is not a determination by the general assembly that such equitable powers and jurisdiction do not exist with respect to any such matter.*
- (B) For purposes of this section, "domestic relations matters" means both of the following:
- (1) Any matter committed to the jurisdiction of the division of domestic relations of common pleas courts under section 2301.03 of the Revised Code;
 - (2) Actions and proceedings under Chapters 3105., 3109., 3111., 3113., 3115., 3119., 3121., 3123., 3125., and 3127. of the Revised Code.

Cite as R.C. § 3105.011

History. Amended by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

Effective Date: 08-01-1975 .

Note: *This section is set out twice. See also § 3105.011, effective until 3/22/2019.*

§ 3109.06. [Effective 3/22/2019] Certification to juvenile court.

Ohio Statutes

Title 31. DOMESTIC RELATIONS - CHILDREN

Chapter 3109. CHILDREN

Current with acts signed by the Governor as of August 1, 2018

§ 3109.06. [Effective 3/22/2019] Certification to juvenile court

Except as provided in division (K) of section 2301.03 of the Revised Code, any court, other than a juvenile court, that has jurisdiction in any case respecting the allocation of parental rights and responsibilities for the care of a child under eighteen years of age and the designation of the child's place of residence and legal custodian or in any case respecting the support of a child under eighteen years of age, may, on its own motion or on motion of any interested party, certify the record in the case or so much of the record and such further information, in narrative form or otherwise, as the court deems necessary or the juvenile court requests, to the juvenile court for further proceedings; upon the certification, the juvenile court shall have exclusive jurisdiction.

In cases in which the court of common pleas finds the parents unsuitable to have the parental rights and responsibilities for the care of the child or children and unsuitable to provide the place of residence and to be the legal custodian of the child or children, consent of the juvenile court shall not be required to such certification. This section applies to actions pending on August 28, 1951.

In any case in which a court of common pleas, or other court having jurisdiction, has issued an order that allocates parental rights and responsibilities for the care of minor children and designates their place of residence and legal custodian of minor children, has made an order for support of minor children, or has done both, the jurisdiction of the court shall not abate upon the death of the person awarded custody but shall continue for all purposes during the minority of the children. The court, upon its own motion or the motion of either parent or of any interested person acting on behalf of the children, may proceed to make further disposition of the case in the best interests of the children and subject to sections 3109.42 to 3109.48 of the Revised Code. If the children are under eighteen years of age, it may certify them, pursuant to this section, to the juvenile court of any county for further proceedings. After certification to a juvenile court, the jurisdiction of the court of common pleas, or other court, shall cease, except as to any payments of spousal support due for the spouse and support payments due and unpaid for the children at the time of the certification.

Any disposition made pursuant to this section, whether by a juvenile court after a case is certified

to it, or by any court upon the death of a person awarded custody of a child, shall be made in accordance with sections 3109.04 and 3109.42 to 3109.48 of the Revised Code. If an appeal is taken from a decision made pursuant to this section that allocates parental rights and responsibilities for the care of a minor child and designates the child's place of residence and legal custodian, the court of appeals shall give the case calendar priority and handle it expeditiously.

Cite as R.C. § 3109.06

History. Amended by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

Amended by 128th General Assembly File No. 21, HB 10, §1, eff. 6/17/2010.

Effective Date: 10-20-1999 .

Note: *This section is set out twice. See also § 3109.06, effective until 3/22/2019.*

§ 3109.061. [Effective 3/22/2019] Construction of sections 2151.233 to 2151.236.

Ohio Statutes

Title 31. DOMESTIC RELATIONS - CHILDREN

Chapter 3109. CHILDREN

Current through 2017 Legislative Session

§ 3109.061. [Effective 3/22/2019] Construction of sections 2151.233 to 2151.236

Nothing in sections 2151.233 to 2151.236 and 2301.03 of the Revised Code shall be construed to prevent a domestic relations court from certifying a case to a juvenile court under division (D)(2) of section 3109.04 of the Revised Code or section 3109.06 of the Revised Code. Consent of the juvenile court shall not be required for the certification.

Cite as R.C. § 3109.061

History. Added by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

§§ 3109.22 to 3109.26. [Repealed].

Ohio Statutes

Title 31. DOMESTIC RELATIONS - CHILDREN

Chapter 3109. CHILDREN

Current with acts signed by the Governor as of August 1, 2018

§§ 3109.22 to 3109.26. [Repealed]

Cite as R.C. § 3109.22 to 3109.26

History. Effective Date: 04-11-1991; 04-11-2005 .

§ 2151.233. [Effective 3/22/2019] Jurisdiction of juvenile court.

Ohio Statutes

Title 21. COURTS - PROBATE - JUVENILE

Chapter 2151. JUVENILE COURT

Current through 2017 Legislative Session

§ 2151.233. [Effective 3/22/2019] Jurisdiction of juvenile court

The juvenile court shall not exercise jurisdiction under division (A)(2), (A)(11), or (B)(4) of section 2151.23 of the Revised Code or section 2151.231 of the Revised Code to determine custody or support regarding a child if any of the following apply:

- (A) The child's parents are married.
- (B) The child's parents are not married and there is an existing order for custody or support regarding the child or the child's sibling over which the juvenile court does not have jurisdiction.
- (C) The determination is ancillary to the parents' pending action for divorce, dissolution of marriage, annulment, or legal separation.

Cite as R.C. § 2151.233

History. Added by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

§ 2151.234. [Effective 3/22/2019] Construction of section 2151.233.

Ohio Statutes

Title 21. COURTS - PROBATE - JUVENILE

Chapter 2151. JUVENILE COURT

Current through 2017 Legislative Session

§ 2151.234. [Effective 3/22/2019] Construction of section 2151.233

Section 2151.233 of the Revised Code shall not affect the authority of the juvenile court to issue a custody order under division (A)(1) of section 2151.23 of the Revised Code granting custody of the child to a relative or placing a child under a kinship care agreement.

Cite as R.C. § 2151.234

History. Added by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

§ 2151.235. [Effective 3/22/2019] Transfer of jurisdiction.

Ohio Statutes

Title 21. COURTS - PROBATE - JUVENILE

Chapter 2151. JUVENILE COURT

Current through 2017 Legislative Session

§ 2151.235. [Effective 3/22/2019] Transfer of jurisdiction

- (A) A juvenile court may transfer jurisdiction over an action or an order it has issued for child support or custody as follows:
- (1) To the appropriate common pleas court with domestic relations jurisdiction, if the parents of the child subject to the action or order are married and not parties to a proceeding described in division (A)(3) of this section;
 - (2) To the appropriate common pleas court with domestic relations jurisdiction, if the parents of the child are not married and there is an existing order for custody or support regarding the child or the child's sibling over which the juvenile court does not have jurisdiction;
 - (3) To the common pleas court exercising jurisdiction over a pending divorce, dissolution of marriage, legal separation, or annulment proceeding to which the parents of the child subject to the action or order are parties;
 - (4) To the common pleas court exercising jurisdiction over a protection order issued under section 3113.31 of the Revised Code if the child or parents of the child are subject to both a child support order and the protection order.
- (B) Jurisdiction of the action or order described in division (A) of this section shall be transferred and the receiving court shall have exclusive jurisdiction over the action or order if the following requirements are met:
- (1) The common pleas court with domestic relations jurisdiction, juvenile court, or an interested party makes a motion to transfer jurisdiction;
 - (2) The court receiving jurisdiction consents to the transfer;
 - (3) The juvenile court certifies all or part of the record in the action or related to the order to the court receiving jurisdiction.
- (C) This section applies to all orders in effect, and all actions or proceedings pending or

Cite as R.C. § 2151.235

History. Added by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

§ 2151.236. [Effective 3/22/2019] Orders affecting child subject to support order by common pleas court.

Ohio Statutes

Title 21. COURTS - PROBATE - JUVENILE

Chapter 2151. JUVENILE COURT

Current through 2017 Legislative Session

§ 2151.236. [Effective 3/22/2019] Orders affecting child subject to support order by common pleas court

If a child is subject to a support order issued by a common pleas court with domestic relations jurisdiction and if a juvenile court adjudicates the child to be delinquent, unruly, abused, neglected, or dependent and grants custody of the child to an individual or entity other than as set forth in the order issued by the common pleas court with domestic relations jurisdiction, the juvenile court shall notify the common pleas court with domestic relations jurisdiction and the child support enforcement agency serving the county of that court. The child support enforcement agency shall review the child support order pursuant to sections 3119.60 and 3119.63 to 3119.76 of the Revised Code.

Cite as R.C. § 2151.236

History. Added by 132nd General Assembly File No. TBD, HB 595, §1, eff. 3/22/2019.

**CHILD SUPPORT COMPUTATION
WORKSHEETS**

Ohio Department of Job and Family Services

SOLE/SHARED PARENTING CHILD SUPPORT COMPUTATION WORKSHEET

Parent A Name <Parent A Name>		Parent B Name <Parent B Name>		Date this form is completed <Date>	
County Name <County Name>		SETS Case Number <SETS Case Number>		Court or Administrative Order Number <Court or Administrative Number>	
				Number of Children of the Order <Number of Children>	
To complete this form, use the JFS 07766, "Child Support Guidelines Manual". This manual can be found at www.ohio.gov by searching "JFS 07766".					
I. GROSS INCOME					
				Parent A Parent B	
1.	Annual Gross Income (See instructions)				
Annual Amount of Overtime, Bonuses, and Commissions					
2.	a. Year 3 (Three years ago)				
	b. Year 2 (Two years ago)				
	c. Year 1 (Last calendar year)				
	d. Income from overtime, bonuses, and commissions (Enter the lower of the average of Line 2a plus Line 2b plus Line 2c, or Line 2c) (See instructions)				
Calculation of Self-Employment Income					
3.	a. Gross receipts from business				
	b. Ordinary and necessary business expenses				
	c. 6.2% of adjusted gross income or actual marginal difference between actual rate paid and F.I.C.A rate				
	d. Adjusted annual gross income from self-employment (Line 3a minus Line 3b and minus Line 3c)				
4.	Annual income from unemployment compensation				
5.	Annual income from workers' compensation, disability insurance, or social security disability/retirement benefits				
6.	Other income or potential income				
7.	Total annual gross income (Add Lines 1, 2d, 3d, 4, 5 and 6)				
8.	Health insurance maximum (Multiply Line 7 by 5% or .05)				
II. ADJUSTMENTS TO INCOME					
Adjustment for Other Minor Children Not of This Order (Note: Line 9 is only completed if neither parent has any children outside of this order.) If neither parent has any children outside of this order enter "0" on Line 9 and proceed to Line 10 for each parent.					
9.	a. Enter the total number of children, including children of this order and other children				
	b. Enter the number of children subject to this order				
	c. Line 9a minus Line 9b				
	d. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's total annual gross income from Line 7 for the number of children on Line 9a				
	e. Divide the amount on Line 9d by the number on Line 9a				
	f. Multiply the amount from Line 9e by the number in Line 9c. This is the adjustment amount for other minor children for each parent. If the parent has other minor children and the amount is less than "960," enter "960"				
Adjustment for Out-of-Pocket Health Insurance Premiums					
10.	a. Identify the health insurance obligor (See instructions)				
	b. Enter the out-of-pocket costs for health insurance premiums for the parent identified on Line 10a (See instructions)			<input type="checkbox"/>	<input type="checkbox"/>
11.	Annual court ordered spousal support paid; if no spousal support is paid, enter "0"				
12.	Total adjustments to income (Line 9f, plus Line 10b, plus Line 11)				
13.	Adjusted annual gross income (Line 7 minus Line 12; if Line 13 results in a negative amount, enter "0")				

Parent A Name <Parent A Name>		Parent B Name <Parent B Name>		Date this form is completed <Date>	
County Name <County Name>		SETS Case Number <SETS Case Number>		Court or Administrative Order Number <Court or Administrative Number>	
County Name <County Name>		SETS Case Number <SETS Case Number>		Number of Children of the Order <Number of Children>	

III. INCOME SHARES

		Parent A		Parent B
14.	Enter the amount from Line 13 for each parent (Adjusted annual gross income)			
15.	Using the Basic Child Support Schedule and the parent's individual income on Line 14, determine if the parent's obligation is located in the shaded area of the schedule. If the parent's obligation is in the shaded area of the schedule for the children of this order, check the box for Line 15	<input type="checkbox"/>		<input type="checkbox"/>
16.	Combined adjusted annual gross income (Add together the amounts on Line 14 for both parents)			
17.	Percentage of parent's income to combined adjusted annual gross income (Line 14 divided by Line 16 for each parent)			

IV. SUPPORT CALCULATION

Basic Child Support Obligation							
18.	a. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's adjusted gross income on Line 14 for the number of children of this order. If either parent's Line 14 amount is less than lowest income amount on the Basic Schedule, enter "960"						
	b. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for the parents' combined adjusted annual gross income on Line 16 for the number of children of this order						
	c. Multiply the amount on Line 18b by Line 17 for each parent. Enter the amount for each parent						
	d. Enter the lower of Line 18a or Line 18c for each parent						
Parenting Time Order							
19.	a. Enter "Yes" for any non-custodial parent for whom a court has issued or is issuing a parenting time order that equals or exceeds ninety overnights per year	<input type="checkbox"/> Yes		<input type="checkbox"/> Yes			
	b. If Line 19a is checked, use the amount for that parent from Line 18d and multiply it by 10% or .10, and enter this amount. If Line 19a is blank enter "0"						
Derivative Benefit							
20.	Enter any non-means-tested benefits, received by a child or a person on behalf of the child.						
Child Care Expenses (See Instructions)							
21.	a. Annual child care expenses for children of this order (Less any subsidies)						
		Child 1	Child 2	Child 3	Child 4	Child 5	Child 6
	b. Child Age						
	c. Maximum Allowable Cost						
	d. Actual Out of Pocket						
	e. Enter lower of Line 21c or 21d						
	f. Enter total of Line 21e for children of this order						
	g. Enter the eligible federal and state tax credits (See Instructions)						
	h. Line 21f minus Line 21g						
	i. Multiply Line 21h by Line 17 for each parent; (If Line 15 is checked for the parent, use the lower percentage amount of either Line 17 or 50.00% to determine the parent's share). This is the annual child care costs for each parent						
j. Line 21i minus Line 21a. If calculation results in a negative amount, enter "0"							
22.	Adjusted Child Support Obligation (Line 18d minus Line 19b minus Line 21j). This is the annual child support obligation for each parent						

V. CASH MEDICAL

Cash Medical Obligation				
23.	a. Annual combined cash medical support obligation (See instructions)			
	b. Multiply Line 23a by Line 17 for each parent. This is the annual cash medical obligation for each parent			

Parent A Name <Parent A Name>		Parent B Name <Parent B Name>		Date this form is completed <Date>
County Name <County Name>	SETS Case Number <SETS Case Number>	Court or Administrative Order Number <Court or Administrative Number>		Number of Children of the Order <Number of Children>

VI. RECOMMENDED MONTHLY ORDERS FOR DECREE		Parent A Obligation	Parent B Obligation
24.	CHILD SUPPORT AMOUNT (Line 22, divided by 12)		
Line 25 is only completed if the court orders a deviation. (See sections 3119.23, 3119.231 and 3119.24 of the Revised Code)			
25.	a. For 3119.23 factors (Enter the monthly amount)		
	b. For 3119.231 extended parenting time (Enter the monthly amount)		
	c. Add together the amounts from Lines 25a and 25b		
26.	DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 24 plus or minus Line 25c)		
27.	CASH MEDICAL SUPPORT AMOUNT (Line 23b, divided by 12)		
Line 28 is only completed if the court orders a deviation for cash medical. (See section 3119.303)			
	a. Cash Medical Deviation amount (Enter the monthly amount)		
29.	DEVIATED CASH MEDICAL AMOUNT (Line 27 plus or minus Line 28a)		
30.	Enter ONLY the total monthly obligation for the parent ordered to pay support (Line 24 or Line 26, plus Line 27 or Line 29)		

Ohio Department of Job and Family Services
BASIC CHILD SUPPORT SCHEDULE

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
8400	\$960	\$960	\$960	\$960	\$960	\$960
9000	\$990	\$1020	\$1032	\$1038	\$1044	\$1050
9600	\$1020	\$1080	\$1104	\$1116	\$1122	\$1128
10200	\$1050	\$1140	\$1176	\$1188	\$1194	\$1200
10800	\$1080	\$1200	\$1224	\$1236	\$1242	\$1248
11400	\$1110	\$1260	\$1272	\$1284	\$1290	\$1296
12000	\$1140	\$1320	\$1344	\$1356	\$1362	\$1368
12600	\$1170	\$1380	\$1416	\$1428	\$1434	\$1440
13200	\$1200	\$1440	\$1488	\$1500	\$1506	\$1512
13800	\$1230	\$1500	\$1560	\$1572	\$1578	\$1584
14400	\$1260	\$1560	\$1632	\$1644	\$1650	\$1656
15000	\$1290	\$1620	\$1704	\$1716	\$1722	\$1728
15600	\$1320	\$1680	\$1776	\$1788	\$1794	\$1800
16200	\$1350	\$1740	\$1848	\$1860	\$1866	\$1872
16800	\$1380	\$1800	\$1920	\$1932	\$1938	\$1944
17400	\$1410	\$1860	\$1992	\$2004	\$2010	\$2016
18000	\$1440	\$1920	\$2064	\$2076	\$2082	\$2088
18600	\$1470	\$1980	\$2136	\$2148	\$2154	\$2160
19200	\$1500	\$2040	\$2208	\$2220	\$2226	\$2232
19800	\$1530	\$2100	\$2280	\$2292	\$2298	\$2304
20400	\$1560	\$2160	\$2352	\$2364	\$2370	\$2376
21000	\$1590	\$2220	\$2424	\$2436	\$2442	\$2448
21600	\$1620	\$2280	\$2496	\$2508	\$2514	\$2520
22200	\$1650	\$2340	\$2568	\$2580	\$2586	\$2592
22800	\$1680	\$2400	\$2640	\$2652	\$2658	\$2664
23400	\$1710	\$2460	\$2712	\$2724	\$2730	\$2736
24000	\$1740	\$2520	\$2784	\$2796	\$2802	\$2808
24600	\$1770	\$2580	\$2856	\$2868	\$2874	\$2880
25200	\$1800	\$2640	\$2928	\$2940	\$2946	\$2952
25800	\$1830	\$2700	\$3000	\$3012	\$3018	\$3024
26400	\$1860	\$2760	\$3072	\$3084	\$3090	\$3096
27000	\$1890	\$2820	\$3144	\$3156	\$3162	\$3168
27600	\$1920	\$2880	\$3216	\$3228	\$3234	\$3240
28200	\$1950	\$2940	\$3288	\$3300	\$3306	\$3312
28800	\$1980	\$3000	\$3360	\$3372	\$3378	\$3384
29400	\$2010	\$3060	\$3432	\$3444	\$3450	\$3456
30000	\$2040	\$3120	\$3504	\$3516	\$3522	\$3528
30600	\$2070	\$3180	\$3576	\$3588	\$3594	\$3600
31200	\$2100	\$3240	\$3648	\$3660	\$3666	\$3672
31800	\$2130	\$3300	\$3720	\$3732	\$3738	\$3744

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
32400	\$5,561	\$5,586	\$5,586	\$5,586	\$5,586	\$5,586
33000	\$5,658	\$5,766	\$5,766	\$5,766	\$5,766	\$5,766
33600	\$5,754	\$5,946	\$5,946	\$5,946	\$5,946	\$5,946
34200	\$5,850	\$6,126	\$6,126	\$6,126	\$6,126	\$6,126
34800	\$5,946	\$6,306	\$6,306	\$6,306	\$6,306	\$6,306
35400	\$6,043	\$6,486	\$6,486	\$6,486	\$6,486	\$6,486
36000	\$6,139	\$6,666	\$6,666	\$6,666	\$6,666	\$6,666
36600	\$6,235	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846
37200	\$6,332	\$7,026	\$7,026	\$7,026	\$7,026	\$7,026
37800	\$6,428	\$7,206	\$7,206	\$7,206	\$7,206	\$7,206
38400	\$6,524	\$7,386	\$7,386	\$7,386	\$7,386	\$7,386
39000	\$6,620	\$7,566	\$7,566	\$7,566	\$7,566	\$7,566
39600	\$6,710	\$7,746	\$7,746	\$7,746	\$7,746	\$7,746
40200	\$6,798	\$7,926	\$7,926	\$7,926	\$7,926	\$7,926
40800	\$6,887	\$8,106	\$8,106	\$8,106	\$8,106	\$8,106
41400	\$6,976	\$8,286	\$8,286	\$8,286	\$8,286	\$8,286
42000	\$7,064	\$8,466	\$8,466	\$8,466	\$8,466	\$8,466
42600	\$7,153	\$8,646	\$8,646	\$8,646	\$8,646	\$8,646
43200	\$7,242	\$8,826	\$8,826	\$8,826	\$8,826	\$8,826
43800	\$7,331	\$9,006	\$9,006	\$9,006	\$9,006	\$9,006
44400	\$7,419	\$9,186	\$9,186	\$9,186	\$9,186	\$9,186
45000	\$7,508	\$9,366	\$9,366	\$9,366	\$9,366	\$9,366
45600	\$7,597	\$9,546	\$9,546	\$9,546	\$9,546	\$9,546
46200	\$7,686	\$9,726	\$9,726	\$9,726	\$9,726	\$9,726
46800	\$7,774	\$9,906	\$9,906	\$9,906	\$9,906	\$9,906
47400	\$7,863	\$10,086	\$10,086	\$10,086	\$10,086	\$10,086
48000	\$7,952	\$10,266	\$10,266	\$10,266	\$10,266	\$10,266
48600	\$8,040	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446
49200	\$8,129	\$10,626	\$10,626	\$10,626	\$10,626	\$10,626
49800	\$8,218	\$10,806	\$10,806	\$10,806	\$10,806	\$10,806
50400	\$8,291	\$10,986	\$10,986	\$10,986	\$10,986	\$10,986
51000	\$8,358	\$11,166	\$11,166	\$11,166	\$11,166	\$11,166
51600	\$8,424	\$11,346	\$11,346	\$11,346	\$11,346	\$11,346
52200	\$8,490	\$11,526	\$11,526	\$11,526	\$11,526	\$11,526
52800	\$8,556	\$11,706	\$11,706	\$11,706	\$11,706	\$11,706
53400	\$8,623	\$11,886	\$11,886	\$11,886	\$11,886	\$11,886
54000	\$8,689	\$12,066	\$12,066	\$12,066	\$12,066	\$12,066
54600	\$8,755	\$12,246	\$12,246	\$12,246	\$12,246	\$12,246
55200	\$8,821	\$12,426	\$12,426	\$12,426	\$12,426	\$12,426
55800	\$8,887	\$12,606	\$12,606	\$12,606	\$12,606	\$12,606
56400	\$8,954	\$12,786	\$12,786	\$12,786	\$12,786	\$12,786
57000	\$9,020	\$12,966	\$12,966	\$12,966	\$12,966	\$12,966
57600	\$9,086	\$13,146	\$13,146	\$13,146	\$13,146	\$13,146
58200	\$9,152	\$13,326	\$13,326	\$13,326	\$13,326	\$13,326
58800	\$9,197	\$13,506	\$13,506	\$13,506	\$13,506	\$13,506

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
59400	\$9,240	\$13,686	\$16,686	\$19,686	\$22,686	\$25,686
60000	\$9,283	\$13,866	\$16,866	\$19,866	\$22,866	\$25,866
60600	\$9,326	\$14,004	\$17,046	\$19,946	\$23,046	\$26,046
61200	\$9,369	\$14,062	\$17,126	\$20,026	\$23,126	\$26,126
61800	\$9,412	\$14,120	\$17,206	\$20,106	\$23,206	\$26,206
62400	\$9,455	\$14,178	\$17,286	\$20,186	\$23,286	\$26,286
63000	\$9,498	\$14,235	\$17,366	\$20,266	\$23,366	\$26,366
63600	\$9,541	\$14,293	\$17,446	\$20,346	\$23,446	\$26,446
64200	\$9,584	\$14,351	\$17,526	\$20,426	\$23,526	\$26,526
64800	\$9,627	\$14,409	\$17,606	\$20,506	\$23,606	\$26,606
65400	\$9,670	\$14,466	\$17,686	\$20,586	\$23,686	\$26,686
66000	\$9,713	\$14,524	\$17,766	\$20,666	\$23,766	\$26,766
66600	\$9,754	\$14,580	\$17,846	\$20,746	\$23,846	\$26,846
67200	\$9,789	\$14,632	\$17,926	\$20,826	\$23,926	\$26,926
67800	\$9,825	\$14,683	\$18,006	\$20,906	\$24,006	\$27,006
68400	\$9,860	\$14,734	\$18,086	\$20,986	\$24,086	\$27,086
69000	\$9,896	\$14,786	\$18,166	\$21,066	\$24,166	\$27,166
69600	\$9,931	\$14,837	\$18,246	\$21,146	\$24,246	\$27,246
70200	\$9,967	\$14,888	\$18,326	\$21,226	\$24,326	\$27,326
70800	\$10,002	\$14,939	\$18,406	\$21,306	\$24,406	\$27,406
71400	\$10,038	\$14,991	\$18,486	\$21,386	\$24,486	\$27,486
72000	\$10,073	\$15,042	\$18,566	\$21,466	\$24,566	\$27,566
72600	\$10,109	\$15,093	\$18,646	\$21,546	\$24,646	\$27,646
73200	\$10,144	\$15,144	\$18,726	\$21,626	\$24,726	\$27,726
73800	\$10,180	\$15,196	\$18,806	\$21,706	\$24,806	\$27,806
74400	\$10,215	\$15,247	\$18,886	\$21,786	\$24,886	\$27,886
75000	\$10,251	\$15,298	\$18,966	\$21,866	\$24,966	\$27,966
75600	\$10,286	\$15,349	\$19,046	\$21,946	\$25,046	\$28,046
76200	\$10,321	\$15,401	\$19,126	\$22,026	\$25,126	\$28,126
76800	\$10,357	\$15,452	\$19,206	\$22,106	\$25,206	\$28,206
77400	\$10,392	\$15,503	\$19,286	\$22,186	\$25,286	\$28,286
78000	\$10,428	\$15,555	\$19,366	\$22,266	\$25,366	\$28,366
78600	\$10,463	\$15,606	\$19,446	\$22,346	\$25,446	\$28,446
79200	\$10,508	\$15,672	\$19,526	\$22,426	\$25,526	\$28,526
79800	\$10,556	\$15,747	\$19,606	\$22,506	\$25,606	\$28,606
80400	\$10,605	\$15,823	\$19,687	\$22,586	\$25,686	\$28,686
81000	\$10,654	\$15,898	\$19,778	\$22,666	\$25,766	\$28,766
81600	\$10,703	\$15,973	\$19,869	\$22,746	\$25,846	\$28,846
82200	\$10,752	\$16,048	\$19,960	\$22,826	\$25,926	\$28,926
82800	\$10,801	\$16,123	\$20,051	\$22,906	\$26,006	\$29,006
83400	\$10,850	\$16,198	\$20,142	\$22,986	\$26,086	\$29,086
84000	\$10,899	\$16,273	\$20,234	\$23,066	\$26,166	\$29,166
84600	\$10,948	\$16,348	\$20,325	\$23,146	\$26,246	\$29,246
85200	\$10,997	\$16,423	\$20,416	\$23,226	\$26,326	\$29,326
85800	\$11,046	\$16,498	\$20,507	\$23,306	\$26,406	\$29,406

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
86400	\$11,095	\$16,573	\$19,598	\$21,786	\$21,786	\$21,786
87000	\$11,144	\$16,648	\$19,689	\$21,966	\$21,966	\$21,966
87600	\$11,193	\$16,723	\$19,781	\$22,095	\$22,146	\$22,146
88200	\$11,242	\$16,798	\$19,872	\$22,197	\$22,326	\$22,326
88800	\$11,291	\$16,873	\$19,963	\$22,299	\$22,506	\$22,506
89400	\$11,340	\$16,948	\$20,054	\$22,401	\$22,686	\$22,686
90000	\$11,389	\$17,023	\$20,145	\$22,503	\$22,866	\$22,866
90600	\$11,438	\$17,098	\$20,236	\$22,605	\$23,046	\$23,046
91200	\$11,487	\$17,172	\$20,328	\$22,705	\$23,226	\$23,226
91800	\$11,533	\$17,204	\$20,356	\$22,736	\$23,406	\$23,406
92400	\$11,540	\$17,236	\$20,383	\$22,767	\$23,586	\$23,586
93000	\$11,566	\$17,267	\$20,411	\$22,798	\$23,766	\$23,766
93600	\$11,592	\$17,299	\$20,439	\$22,829	\$23,946	\$23,946
94200	\$11,619	\$17,330	\$20,467	\$22,861	\$24,126	\$24,126
94800	\$11,645	\$17,362	\$20,495	\$22,892	\$24,306	\$24,306
95400	\$11,671	\$17,393	\$20,522	\$22,923	\$24,486	\$24,486
96000	\$11,697	\$17,425	\$20,550	\$22,954	\$24,666	\$24,666
96600	\$11,724	\$17,457	\$20,578	\$22,985	\$24,846	\$24,846
97200	\$11,750	\$17,488	\$20,606	\$23,016	\$25,026	\$25,026
97800	\$11,776	\$17,520	\$20,634	\$23,047	\$25,206	\$25,206
98400	\$11,802	\$17,551	\$20,661	\$23,078	\$25,386	\$25,386
99000	\$11,829	\$17,583	\$20,689	\$23,109	\$25,420	\$25,566
99600	\$11,852	\$17,613	\$20,716	\$23,139	\$25,452	\$25,746
100200	\$11,864	\$17,631	\$20,736	\$23,161	\$25,477	\$25,926
100800	\$11,877	\$17,648	\$20,756	\$23,184	\$25,502	\$26,106
101400	\$11,889	\$17,666	\$20,776	\$23,206	\$25,526	\$26,286
102000	\$11,901	\$17,684	\$20,796	\$23,228	\$25,551	\$26,466
102600	\$11,914	\$17,701	\$20,816	\$23,251	\$25,576	\$26,646
103200	\$11,926	\$17,719	\$20,836	\$23,273	\$25,601	\$26,826
103800	\$11,938	\$17,737	\$20,856	\$23,296	\$25,625	\$27,006
104400	\$11,951	\$17,755	\$20,876	\$23,318	\$25,650	\$27,186
105000	\$11,963	\$17,772	\$20,896	\$23,341	\$25,675	\$27,366
105600	\$11,976	\$17,790	\$20,917	\$23,363	\$25,699	\$27,546
106200	\$11,988	\$17,808	\$20,937	\$23,386	\$25,724	\$27,726
106800	\$12,000	\$17,826	\$20,957	\$23,408	\$25,749	\$27,906
107400	\$12,013	\$17,843	\$20,977	\$23,431	\$25,773	\$28,017
108000	\$12,025	\$17,861	\$20,997	\$23,453	\$25,798	\$28,043
108600	\$12,056	\$17,907	\$21,052	\$23,515	\$25,867	\$28,118
109200	\$12,102	\$17,977	\$21,135	\$23,608	\$25,970	\$28,230
109800	\$12,148	\$18,046	\$21,219	\$23,702	\$26,073	\$28,342
110400	\$12,194	\$18,116	\$21,303	\$23,796	\$26,176	\$28,454
111000	\$12,239	\$18,186	\$21,387	\$23,890	\$26,280	\$28,566
111600	\$12,285	\$18,255	\$21,471	\$23,983	\$26,383	\$28,678
112200	\$12,331	\$18,325	\$21,555	\$24,077	\$26,486	\$28,790
112800	\$12,377	\$18,395	\$21,639	\$24,171	\$26,589	\$28,902

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
113400	\$12,423	\$18,464	\$21,723	\$24,265	\$26,692	\$29,014
114000	\$12,468	\$18,534	\$21,807	\$24,358	\$26,795	\$29,126
114600	\$12,514	\$18,604	\$21,891	\$24,452	\$26,898	\$29,238
115200	\$12,560	\$18,673	\$21,975	\$24,546	\$27,001	\$29,350
115800	\$12,606	\$18,743	\$22,059	\$24,639	\$27,104	\$29,463
116400	\$12,652	\$18,812	\$22,142	\$24,733	\$27,208	\$29,575
117000	\$12,698	\$18,882	\$22,226	\$24,827	\$27,311	\$29,687
117600	\$12,743	\$18,952	\$22,310	\$24,921	\$27,414	\$29,799
118200	\$12,789	\$19,021	\$22,394	\$25,014	\$27,517	\$29,911
118800	\$12,835	\$19,091	\$22,478	\$25,108	\$27,620	\$30,023
119400	\$12,881	\$19,161	\$22,562	\$25,202	\$27,723	\$30,135
120000	\$12,927	\$19,230	\$22,646	\$25,296	\$27,826	\$30,247
120600	\$12,972	\$19,300	\$22,730	\$25,389	\$27,929	\$30,359
121200	\$13,018	\$19,370	\$22,814	\$25,484	\$28,033	\$30,471
121800	\$13,069	\$19,447	\$22,906	\$25,587	\$28,146	\$30,594
122400	\$13,120	\$19,523	\$22,998	\$25,689	\$28,258	\$30,717
123000	\$13,171	\$19,600	\$23,090	\$25,792	\$28,371	\$30,839
123600	\$13,221	\$19,677	\$23,182	\$25,894	\$28,484	\$30,962
124200	\$13,272	\$19,753	\$23,273	\$25,997	\$28,597	\$31,084
124800	\$13,323	\$19,830	\$23,365	\$26,099	\$28,710	\$31,207
125400	\$13,374	\$19,907	\$23,457	\$26,202	\$28,822	\$31,329
126000	\$13,424	\$19,983	\$23,549	\$26,304	\$28,935	\$31,452
126600	\$13,475	\$20,060	\$23,640	\$26,407	\$29,048	\$31,575
127200	\$13,526	\$20,137	\$23,732	\$26,509	\$29,161	\$31,697
127800	\$13,577	\$20,213	\$23,824	\$26,612	\$29,273	\$31,820
128400	\$13,627	\$20,290	\$23,916	\$26,714	\$29,386	\$31,942
129000	\$13,678	\$20,367	\$24,008	\$26,817	\$29,499	\$32,065
129600	\$13,729	\$20,443	\$24,099	\$26,920	\$29,612	\$32,187
130200	\$13,780	\$20,520	\$24,191	\$27,022	\$29,724	\$32,310
130800	\$13,830	\$20,597	\$24,283	\$27,125	\$29,837	\$32,433
131400	\$13,881	\$20,673	\$24,375	\$27,227	\$29,950	\$32,555
132000	\$13,932	\$20,750	\$24,466	\$27,330	\$30,063	\$32,678
132600	\$13,983	\$20,827	\$24,558	\$27,432	\$30,175	\$32,800
133200	\$14,033	\$20,903	\$24,650	\$27,535	\$30,288	\$32,923
133800	\$14,067	\$20,950	\$24,700	\$27,589	\$30,348	\$32,989
134400	\$14,101	\$20,995	\$24,749	\$27,643	\$30,407	\$33,053
135000	\$14,134	\$21,041	\$24,797	\$27,697	\$30,466	\$33,118
135600	\$14,168	\$21,087	\$24,846	\$27,750	\$30,525	\$33,182
136200	\$14,202	\$21,132	\$24,895	\$27,804	\$30,584	\$33,246
136800	\$14,236	\$21,178	\$24,943	\$27,858	\$30,643	\$33,310
137400	\$14,269	\$21,224	\$24,992	\$27,912	\$30,703	\$33,375
138000	\$14,303	\$21,269	\$25,041	\$27,965	\$30,762	\$33,439
138600	\$14,337	\$21,315	\$25,089	\$28,019	\$30,821	\$33,503
139200	\$14,370	\$21,361	\$25,138	\$28,073	\$30,880	\$33,567
139800	\$14,404	\$21,406	\$25,187	\$28,127	\$30,939	\$33,632

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
140400	\$14,438	\$21,452	\$25,235	\$28,180	\$30,998	\$33,696
141000	\$14,472	\$21,498	\$25,284	\$28,234	\$31,057	\$33,760
141600	\$14,505	\$21,543	\$25,332	\$28,288	\$31,116	\$33,824
142200	\$14,539	\$21,589	\$25,381	\$28,341	\$31,175	\$33,889
142800	\$14,573	\$21,635	\$25,430	\$28,395	\$31,235	\$33,953
143400	\$14,607	\$21,680	\$25,478	\$28,449	\$31,294	\$34,017
144000	\$14,640	\$21,726	\$25,527	\$28,503	\$31,353	\$34,082
144600	\$14,674	\$21,771	\$25,576	\$28,556	\$31,412	\$34,146
145200	\$14,708	\$21,817	\$25,624	\$28,610	\$31,471	\$34,210
145800	\$14,745	\$21,872	\$25,678	\$28,681	\$31,550	\$34,294
146400	\$14,783	\$21,928	\$25,743	\$28,755	\$31,630	\$34,382
147000	\$14,820	\$21,984	\$25,809	\$28,828	\$31,711	\$34,470
147600	\$14,858	\$22,040	\$25,875	\$28,901	\$31,792	\$34,557
148200	\$14,896	\$22,096	\$25,940	\$28,975	\$31,872	\$34,645
148800	\$14,934	\$22,151	\$26,006	\$29,048	\$31,953	\$34,732
149400	\$14,971	\$22,207	\$26,071	\$29,121	\$32,033	\$34,820
150000	\$15,009	\$22,263	\$26,137	\$29,195	\$32,114	\$34,908
150600	\$15,047	\$22,319	\$26,203	\$29,268	\$32,195	\$34,995
151200	\$15,085	\$22,375	\$26,268	\$29,341	\$32,275	\$35,083
151800	\$15,122	\$22,431	\$26,334	\$29,414	\$32,356	\$35,171
152400	\$15,160	\$22,487	\$26,400	\$29,488	\$32,437	\$35,258
153000	\$15,198	\$22,543	\$26,465	\$29,561	\$32,517	\$35,346
153600	\$15,236	\$22,599	\$26,531	\$29,634	\$32,598	\$35,434
154200	\$15,273	\$22,655	\$26,596	\$29,708	\$32,678	\$35,521
154800	\$15,311	\$22,711	\$26,662	\$29,781	\$32,759	\$35,609
155400	\$15,349	\$22,767	\$26,728	\$29,854	\$32,840	\$35,697
156000	\$15,387	\$22,823	\$26,793	\$29,928	\$32,920	\$35,784
156600	\$15,424	\$22,879	\$26,859	\$30,001	\$33,001	\$35,872
157200	\$15,462	\$22,935	\$26,925	\$30,074	\$33,082	\$35,960
157800	\$15,500	\$22,991	\$26,990	\$30,147	\$33,162	\$36,047
158400	\$15,538	\$23,046	\$27,056	\$30,221	\$33,243	\$36,135
159000	\$15,575	\$23,102	\$27,121	\$30,294	\$33,323	\$36,222
159600	\$15,613	\$23,158	\$27,187	\$30,367	\$33,404	\$36,310
160200	\$15,651	\$23,214	\$27,253	\$30,441	\$33,485	\$36,398
160800	\$15,689	\$23,270	\$27,318	\$30,514	\$33,565	\$36,485
161400	\$15,726	\$23,326	\$27,383	\$30,589	\$33,647	\$36,574
162000	\$15,759	\$23,381	\$27,455	\$30,669	\$33,735	\$36,670
162600	\$15,793	\$23,436	\$27,527	\$30,749	\$33,823	\$36,766
163200	\$15,826	\$23,491	\$27,599	\$30,829	\$33,911	\$36,862
163800	\$15,860	\$23,546	\$27,670	\$30,909	\$33,999	\$36,957
164400	\$15,893	\$23,601	\$27,742	\$30,989	\$34,087	\$37,053
165000	\$15,926	\$23,656	\$27,814	\$31,069	\$34,175	\$37,149
165600	\$15,960	\$23,711	\$27,886	\$31,149	\$34,264	\$37,245
166200	\$15,993	\$23,766	\$27,957	\$31,229	\$34,352	\$37,341
166800	\$16,026	\$23,821	\$28,029	\$31,310	\$34,440	\$37,436

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
167400	\$16,060	\$23,877	\$28,101	\$31,390	\$34,528	\$37,532
168000	\$16,093	\$23,932	\$28,172	\$31,470	\$34,616	\$37,628
168600	\$16,126	\$23,987	\$28,244	\$31,550	\$34,704	\$37,724
169200	\$16,160	\$24,042	\$28,316	\$31,630	\$34,792	\$37,820
169800	\$16,193	\$24,097	\$28,388	\$31,710	\$34,881	\$37,915
170400	\$16,227	\$24,152	\$28,459	\$31,790	\$34,969	\$38,011
171000	\$16,260	\$24,207	\$28,531	\$31,870	\$35,057	\$38,107
171600	\$16,293	\$24,262	\$28,603	\$31,951	\$35,145	\$38,203
172200	\$16,327	\$24,317	\$28,674	\$32,031	\$35,233	\$38,299
172800	\$16,360	\$24,372	\$28,746	\$32,111	\$35,321	\$38,394
173400	\$16,393	\$24,427	\$28,818	\$32,191	\$35,409	\$38,490
174000	\$16,427	\$24,482	\$28,890	\$32,271	\$35,497	\$38,586
174600	\$16,460	\$24,537	\$28,961	\$32,351	\$35,586	\$38,682
175200	\$16,494	\$24,593	\$29,033	\$32,431	\$35,674	\$38,778
175800	\$16,527	\$24,648	\$29,105	\$32,511	\$35,762	\$38,873
176400	\$16,560	\$24,703	\$29,177	\$32,591	\$35,850	\$38,969
177000	\$16,594	\$24,758	\$29,248	\$32,672	\$35,938	\$39,065
177600	\$16,630	\$24,813	\$29,365	\$32,747	\$36,022	\$39,156
178200	\$16,672	\$24,870	\$29,425	\$32,814	\$36,096	\$39,236
178800	\$16,715	\$24,928	\$29,485	\$32,881	\$36,170	\$39,316
179400	\$16,757	\$24,985	\$29,545	\$32,948	\$36,244	\$39,396
180000	\$16,799	\$25,042	\$29,605	\$33,015	\$36,317	\$39,476
180600	\$16,842	\$25,099	\$29,665	\$33,082	\$36,391	\$39,557
181200	\$16,884	\$25,157	\$29,725	\$33,149	\$36,465	\$39,637
181800	\$16,927	\$25,214	\$29,785	\$33,216	\$36,539	\$39,717
182400	\$16,969	\$25,271	\$29,845	\$33,284	\$36,613	\$39,797
183000	\$17,011	\$25,328	\$29,905	\$33,351	\$36,686	\$39,878
183600	\$17,054	\$25,385	\$29,965	\$33,418	\$36,760	\$39,958
184200	\$17,096	\$25,443	\$30,026	\$33,485	\$36,834	\$40,038
184800	\$17,139	\$25,500	\$30,086	\$33,552	\$36,908	\$40,118
185400	\$17,181	\$25,557	\$30,146	\$33,619	\$36,982	\$40,198
186000	\$17,224	\$25,614	\$30,206	\$33,686	\$37,055	\$40,279
186600	\$17,266	\$25,672	\$30,266	\$33,753	\$37,129	\$40,359
187200	\$17,308	\$25,729	\$30,326	\$33,820	\$37,203	\$40,439
187800	\$17,351	\$25,786	\$30,386	\$33,887	\$37,277	\$40,519
188400	\$17,393	\$25,843	\$30,446	\$33,954	\$37,351	\$40,599
189000	\$17,436	\$25,900	\$30,506	\$34,021	\$37,424	\$40,680
189600	\$17,478	\$25,958	\$30,566	\$34,089	\$37,498	\$40,760
190200	\$17,520	\$26,015	\$30,626	\$34,156	\$37,572	\$40,840
190800	\$17,563	\$26,072	\$30,686	\$34,223	\$37,646	\$40,920
191400	\$17,605	\$26,129	\$30,746	\$34,290	\$37,719	\$41,001
192000	\$17,648	\$26,186	\$30,806	\$34,357	\$37,793	\$41,081
192600	\$17,690	\$26,244	\$30,866	\$34,424	\$37,867	\$41,161
193200	\$17,732	\$26,301	\$30,926	\$34,491	\$37,941	\$41,241
193800	\$17,761	\$26,342	\$30,924	\$34,543	\$37,996	\$41,301

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
194400	\$17,778	\$26,367	\$30,956	\$34,578	\$38,035	\$41,343
195000	\$17,795	\$26,393	\$30,988	\$34,613	\$38,074	\$41,385
195600	\$17,812	\$26,419	\$31,019	\$34,649	\$38,113	\$41,428
196200	\$17,829	\$26,445	\$31,051	\$34,684	\$38,152	\$41,470
196800	\$17,846	\$26,471	\$31,083	\$34,719	\$38,191	\$41,512
197400	\$17,863	\$26,497	\$31,114	\$34,755	\$38,230	\$41,554
198000	\$17,880	\$26,523	\$31,146	\$34,790	\$38,268	\$41,597
198600	\$17,897	\$26,549	\$31,178	\$34,825	\$38,307	\$41,639
199200	\$17,913	\$26,575	\$31,209	\$34,861	\$38,346	\$41,681
199800	\$17,930	\$26,601	\$31,241	\$34,896	\$38,385	\$41,724
200400	\$17,947	\$26,627	\$31,272	\$34,931	\$38,424	\$41,766
201000	\$17,964	\$26,653	\$31,304	\$34,967	\$38,463	\$41,808
201600	\$17,981	\$26,679	\$31,336	\$35,002	\$38,502	\$41,850
202200	\$17,998	\$26,705	\$31,367	\$35,037	\$38,541	\$41,893
202800	\$18,015	\$26,731	\$31,399	\$35,073	\$38,579	\$41,935
203400	\$18,032	\$26,757	\$31,431	\$35,108	\$38,618	\$41,977
204000	\$18,049	\$26,783	\$31,462	\$35,143	\$38,657	\$42,019
204600	\$18,065	\$26,809	\$31,494	\$35,179	\$38,696	\$42,062
205200	\$18,082	\$26,835	\$31,526	\$35,214	\$38,735	\$42,104
205800	\$18,099	\$26,861	\$31,557	\$35,250	\$38,774	\$42,146
206400	\$18,116	\$26,887	\$31,589	\$35,285	\$38,813	\$42,188
207000	\$18,133	\$26,913	\$31,621	\$35,320	\$38,852	\$42,231
207600	\$18,150	\$26,939	\$31,652	\$35,356	\$38,891	\$42,273
208200	\$18,167	\$26,965	\$31,684	\$35,391	\$38,929	\$42,315
208800	\$18,184	\$26,991	\$31,715	\$35,426	\$38,968	\$42,357
209400	\$18,201	\$27,017	\$31,747	\$35,462	\$39,007	\$42,400
210000	\$18,217	\$27,043	\$31,779	\$35,497	\$39,046	\$42,442
210600	\$18,234	\$27,068	\$31,810	\$35,532	\$39,085	\$42,484
211200	\$18,251	\$27,094	\$31,842	\$35,568	\$39,124	\$42,527
211800	\$18,268	\$27,120	\$31,874	\$35,603	\$39,163	\$42,569
212400	\$18,285	\$27,146	\$31,905	\$35,638	\$39,202	\$42,611
213000	\$18,302	\$27,172	\$31,937	\$35,674	\$39,240	\$42,653
213600	\$18,319	\$27,198	\$31,969	\$35,709	\$39,279	\$42,696
214200	\$18,336	\$27,224	\$32,000	\$35,744	\$39,318	\$42,738
214800	\$18,353	\$27,250	\$32,032	\$35,780	\$39,357	\$42,780
215400	\$18,369	\$27,276	\$32,064	\$35,815	\$39,396	\$42,822
216000	\$18,386	\$27,302	\$32,095	\$35,850	\$39,435	\$42,865
216600	\$18,403	\$27,328	\$32,127	\$35,886	\$39,474	\$42,907
217200	\$18,420	\$27,354	\$32,158	\$35,921	\$39,513	\$42,949
217800	\$18,437	\$27,380	\$32,190	\$35,956	\$39,551	\$42,991
218400	\$18,454	\$27,406	\$32,222	\$35,992	\$39,590	\$43,034
219000	\$18,471	\$27,432	\$32,253	\$36,027	\$39,629	\$43,076
219600	\$18,493	\$27,463	\$32,289	\$36,065	\$39,672	\$43,124
220200	\$18,520	\$27,499	\$32,326	\$36,107	\$39,719	\$43,174
220800	\$18,546	\$27,534	\$32,364	\$36,149	\$39,765	\$43,224

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
221400	\$18,573	\$27,570	\$32,402	\$36,191	\$39,811	\$43,275
222000	\$18,599	\$27,606	\$32,439	\$36,233	\$39,857	\$43,325
222600	\$18,625	\$27,642	\$32,477	\$36,275	\$39,904	\$43,375
223200	\$18,652	\$27,677	\$32,515	\$36,317	\$39,950	\$43,426
223800	\$18,678	\$27,713	\$32,552	\$36,360	\$39,996	\$43,476
224400	\$18,704	\$27,749	\$32,590	\$36,402	\$40,043	\$43,526
225000	\$18,731	\$27,784	\$32,628	\$36,444	\$40,089	\$43,577
225600	\$18,757	\$27,820	\$32,665	\$36,486	\$40,135	\$43,627
226200	\$18,783	\$27,856	\$32,703	\$36,528	\$40,182	\$43,677
226800	\$18,810	\$27,892	\$32,741	\$36,570	\$40,228	\$43,728
227400	\$18,836	\$27,927	\$32,778	\$36,612	\$40,274	\$43,778
228000	\$18,863	\$27,963	\$32,816	\$36,654	\$40,320	\$43,828
228600	\$18,889	\$27,999	\$32,854	\$36,696	\$40,367	\$43,879
229200	\$18,915	\$28,034	\$32,891	\$36,738	\$40,413	\$43,929
229800	\$18,942	\$28,070	\$32,929	\$36,780	\$40,459	\$43,979
230400	\$18,968	\$28,106	\$32,967	\$36,823	\$40,506	\$44,030
231000	\$18,994	\$28,142	\$33,004	\$36,865	\$40,552	\$44,080
231600	\$19,021	\$28,177	\$33,042	\$36,907	\$40,598	\$44,130
232200	\$19,047	\$28,213	\$33,080	\$36,949	\$40,644	\$44,181
232800	\$19,073	\$28,249	\$33,118	\$36,991	\$40,691	\$44,231
233400	\$19,100	\$28,284	\$33,155	\$37,033	\$40,737	\$44,281
234000	\$19,126	\$28,320	\$33,193	\$37,075	\$40,783	\$44,332
234600	\$19,153	\$28,356	\$33,231	\$37,117	\$40,830	\$44,382
235200	\$19,179	\$28,392	\$33,268	\$37,159	\$40,876	\$44,432
235800	\$19,205	\$28,427	\$33,306	\$37,201	\$40,922	\$44,483
236400	\$19,232	\$28,463	\$33,344	\$37,243	\$40,969	\$44,533
237000	\$19,258	\$28,499	\$33,381	\$37,285	\$41,015	\$44,583
237600	\$19,284	\$28,534	\$33,419	\$37,328	\$41,061	\$44,633
238200	\$19,311	\$28,570	\$33,457	\$37,370	\$41,107	\$44,684
238800	\$19,337	\$28,606	\$33,494	\$37,412	\$41,154	\$44,734
239400	\$19,363	\$28,642	\$33,532	\$37,454	\$41,200	\$44,784
240000	\$19,390	\$28,677	\$33,570	\$37,496	\$41,246	\$44,835
240600	\$19,416	\$28,713	\$33,607	\$37,538	\$41,293	\$44,885
241200	\$19,443	\$28,749	\$33,645	\$37,580	\$41,339	\$44,935
241800	\$19,469	\$28,784	\$33,683	\$37,622	\$41,385	\$44,986
242400	\$19,495	\$28,820	\$33,720	\$37,664	\$41,432	\$45,036
243000	\$19,522	\$28,856	\$33,758	\$37,706	\$41,478	\$45,086
243600	\$19,548	\$28,892	\$33,796	\$37,748	\$41,524	\$45,137
244200	\$19,574	\$28,927	\$33,833	\$37,791	\$41,570	\$45,187
244800	\$19,601	\$28,963	\$33,871	\$37,833	\$41,617	\$45,237
245400	\$19,627	\$28,999	\$33,909	\$37,875	\$41,663	\$45,288
246000	\$19,653	\$29,034	\$33,946	\$37,917	\$41,709	\$45,338
246600	\$19,680	\$29,070	\$33,984	\$37,959	\$41,756	\$45,388
247200	\$19,706	\$29,106	\$34,022	\$38,001	\$41,802	\$45,439
247800	\$19,733	\$29,142	\$34,060	\$38,043	\$41,848	\$45,489

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
248400	\$19,759	\$29,177	\$34,097	\$38,085	\$41,894	\$45,539
249000	\$19,785	\$29,213	\$34,135	\$38,127	\$41,941	\$45,590
249600	\$19,812	\$29,249	\$34,173	\$38,169	\$41,987	\$45,640
250200	\$19,838	\$29,284	\$34,210	\$38,211	\$42,033	\$45,690
250800	\$19,864	\$29,320	\$34,248	\$38,254	\$42,080	\$45,741
251400	\$19,891	\$29,356	\$34,286	\$38,296	\$42,126	\$45,791
252000	\$19,917	\$29,391	\$34,323	\$38,338	\$42,172	\$45,841
252600	\$19,943	\$29,427	\$34,361	\$38,380	\$42,219	\$45,892
253200	\$19,970	\$29,463	\$34,399	\$38,422	\$42,265	\$45,942
253800	\$19,996	\$29,499	\$34,436	\$38,464	\$42,311	\$45,992
254400	\$20,023	\$29,534	\$34,474	\$38,506	\$42,357	\$46,043
255000	\$20,049	\$29,570	\$34,512	\$38,548	\$42,404	\$46,093
255600	\$20,075	\$29,606	\$34,549	\$38,590	\$42,450	\$46,143
256200	\$20,102	\$29,641	\$34,587	\$38,632	\$42,496	\$46,193
256800	\$20,128	\$29,677	\$34,625	\$38,674	\$42,543	\$46,244
257400	\$20,154	\$29,713	\$34,662	\$38,717	\$42,589	\$46,294
258000	\$20,181	\$29,749	\$34,700	\$38,759	\$42,635	\$46,344
258600	\$20,205	\$29,784	\$34,741	\$38,807	\$42,686	\$46,401
259200	\$20,227	\$29,821	\$34,788	\$38,859	\$42,744	\$46,463
259800	\$20,250	\$29,857	\$34,834	\$38,911	\$42,801	\$46,525
260400	\$20,273	\$29,894	\$34,881	\$38,963	\$42,858	\$46,588
261000	\$20,295	\$29,930	\$34,928	\$39,015	\$42,916	\$46,650
261600	\$20,318	\$29,967	\$34,974	\$39,067	\$42,973	\$46,712
262200	\$20,340	\$30,003	\$35,021	\$39,119	\$43,030	\$46,775
262800	\$20,363	\$30,040	\$35,068	\$39,172	\$43,088	\$46,837
263400	\$20,385	\$30,076	\$35,114	\$39,224	\$43,145	\$46,899
264000	\$20,408	\$30,113	\$35,161	\$39,276	\$43,202	\$46,961
264600	\$20,431	\$30,149	\$35,208	\$39,328	\$43,260	\$47,024
265200	\$20,453	\$30,186	\$35,254	\$39,380	\$43,317	\$47,086
265800	\$20,476	\$30,222	\$35,301	\$39,432	\$43,374	\$47,148
266400	\$20,498	\$30,259	\$35,348	\$39,484	\$43,432	\$47,211
267000	\$20,521	\$30,295	\$35,394	\$39,536	\$43,489	\$47,273
267600	\$20,543	\$30,332	\$35,441	\$39,589	\$43,546	\$47,335
268200	\$20,566	\$30,368	\$35,488	\$39,641	\$43,604	\$47,398
268800	\$20,589	\$30,405	\$35,534	\$39,693	\$43,661	\$47,460
269400	\$20,611	\$30,441	\$35,581	\$39,745	\$43,718	\$47,522
270000	\$20,634	\$30,478	\$35,627	\$39,797	\$43,776	\$47,585
270600	\$20,656	\$30,514	\$35,674	\$39,849	\$43,833	\$47,647
271200	\$20,679	\$30,551	\$35,721	\$39,901	\$43,890	\$47,709
271800	\$20,701	\$30,587	\$35,767	\$39,953	\$43,948	\$47,772
272400	\$20,724	\$30,624	\$35,814	\$40,005	\$44,005	\$47,834
273000	\$20,746	\$30,660	\$35,861	\$40,058	\$44,062	\$47,896
273600	\$20,769	\$30,696	\$35,907	\$40,110	\$44,120	\$47,959
274200	\$20,792	\$30,733	\$35,954	\$40,162	\$44,177	\$48,021
274800	\$20,814	\$30,769	\$36,001	\$40,214	\$44,234	\$48,083

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
275400	\$20,837	\$30,806	\$36,047	\$40,266	\$44,292	\$48,145
276000	\$20,859	\$30,842	\$36,094	\$40,318	\$44,349	\$48,208
276600	\$20,882	\$30,879	\$36,141	\$40,370	\$44,406	\$48,270
277200	\$20,904	\$30,915	\$36,187	\$40,422	\$44,464	\$48,332
277800	\$20,927	\$30,952	\$36,234	\$40,474	\$44,521	\$48,395
278400	\$20,950	\$30,988	\$36,281	\$40,527	\$44,578	\$48,457
279000	\$20,972	\$31,025	\$36,327	\$40,579	\$44,636	\$48,519
279600	\$20,995	\$31,061	\$36,374	\$40,631	\$44,693	\$48,582
280200	\$21,017	\$31,098	\$36,421	\$40,683	\$44,750	\$48,644
280800	\$21,040	\$31,134	\$36,467	\$40,735	\$44,808	\$48,706
281400	\$21,062	\$31,171	\$36,514	\$40,787	\$44,865	\$48,769
282000	\$21,085	\$31,207	\$36,561	\$40,839	\$44,922	\$48,831
282600	\$21,108	\$31,244	\$36,607	\$40,891	\$44,980	\$48,893
283200	\$21,130	\$31,280	\$36,654	\$40,944	\$45,037	\$48,956
283800	\$21,153	\$31,317	\$36,701	\$40,996	\$45,094	\$49,018
284400	\$21,175	\$31,353	\$36,747	\$41,048	\$45,152	\$49,080
285000	\$21,198	\$31,390	\$36,794	\$41,100	\$45,209	\$49,143
285600	\$21,220	\$31,426	\$36,841	\$41,152	\$45,266	\$49,205
286200	\$21,243	\$31,463	\$36,887	\$41,204	\$45,324	\$49,267
286800	\$21,265	\$31,499	\$36,934	\$41,256	\$45,381	\$49,329
287400	\$21,288	\$31,536	\$36,981	\$41,308	\$45,438	\$49,392
288000	\$21,311	\$31,572	\$37,027	\$41,360	\$45,496	\$49,454
288600	\$21,333	\$31,609	\$37,074	\$41,413	\$45,553	\$49,516
289200	\$21,356	\$31,645	\$37,120	\$41,465	\$45,610	\$49,579
289800	\$21,378	\$31,682	\$37,167	\$41,517	\$45,668	\$49,641
290400	\$21,401	\$31,718	\$37,214	\$41,569	\$45,725	\$49,703
291000	\$21,423	\$31,755	\$37,260	\$41,621	\$45,782	\$49,766
291600	\$21,446	\$31,791	\$37,307	\$41,673	\$45,840	\$49,828
292200	\$21,469	\$31,828	\$37,354	\$41,725	\$45,897	\$49,890
292800	\$21,491	\$31,864	\$37,400	\$41,777	\$45,954	\$49,953
293400	\$21,514	\$31,901	\$37,447	\$41,829	\$46,012	\$50,015
294000	\$21,536	\$31,937	\$37,494	\$41,882	\$46,069	\$50,077
294600	\$21,559	\$31,974	\$37,540	\$41,934	\$46,126	\$50,140
295200	\$21,581	\$32,010	\$37,587	\$41,986	\$46,184	\$50,202
295800	\$21,604	\$32,046	\$37,634	\$42,038	\$46,241	\$50,264
296400	\$21,627	\$32,083	\$37,680	\$42,090	\$46,298	\$50,327
297000	\$21,649	\$32,119	\$37,727	\$42,142	\$46,356	\$50,389
297600	\$21,672	\$32,156	\$37,774	\$42,194	\$46,413	\$50,451
298200	\$21,694	\$32,192	\$37,820	\$42,246	\$46,470	\$50,513
298800	\$21,717	\$32,229	\$37,867	\$42,299	\$46,528	\$50,576
299400	\$21,739	\$32,265	\$37,914	\$42,351	\$46,585	\$50,638
300000	\$21,762	\$32,302	\$37,960	\$42,403	\$46,642	\$50,700
300600	\$21,785	\$32,338	\$38,007	\$42,455	\$46,700	\$50,763
301200	\$21,807	\$32,375	\$38,054	\$42,507	\$46,757	\$50,825
301800	\$21,830	\$32,411	\$38,100	\$42,559	\$46,814	\$50,887

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
302400	\$21,852	\$32,448	\$38,147	\$42,611	\$46,872	\$50,950
303000	\$21,875	\$32,484	\$38,194	\$42,663	\$46,929	\$51,012
303600	\$21,897	\$32,521	\$38,240	\$42,715	\$46,986	\$51,074
304200	\$21,920	\$32,557	\$38,287	\$42,768	\$47,043	\$51,137
304800	\$21,942	\$32,594	\$38,334	\$42,820	\$47,101	\$51,199
305400	\$21,965	\$32,630	\$38,380	\$42,872	\$47,158	\$51,261
306000	\$21,988	\$32,667	\$38,427	\$42,924	\$47,215	\$51,324
306600	\$22,010	\$32,703	\$38,474	\$42,976	\$47,273	\$51,386
307200	\$22,033	\$32,740	\$38,520	\$43,028	\$47,330	\$51,448
307800	\$22,055	\$32,776	\$38,567	\$43,080	\$47,387	\$51,511
308400	\$22,078	\$32,813	\$38,613	\$43,132	\$47,445	\$51,573
309000	\$22,100	\$32,849	\$38,660	\$43,185	\$47,502	\$51,635
309600	\$22,123	\$32,886	\$38,707	\$43,237	\$47,559	\$51,697
310200	\$22,146	\$32,922	\$38,753	\$43,289	\$47,617	\$51,760
310800	\$22,168	\$32,959	\$38,800	\$43,341	\$47,674	\$51,822
311400	\$22,191	\$32,995	\$38,847	\$43,393	\$47,731	\$51,884
312000	\$22,213	\$33,032	\$38,893	\$43,445	\$47,789	\$51,947
312600	\$22,236	\$33,068	\$38,940	\$43,497	\$47,846	\$52,009
313200	\$22,258	\$33,105	\$38,987	\$43,549	\$47,903	\$52,071
313800	\$22,281	\$33,141	\$39,033	\$43,601	\$47,961	\$52,134
314400	\$22,304	\$33,178	\$39,080	\$43,654	\$48,018	\$52,196
315000	\$22,326	\$33,214	\$39,127	\$43,706	\$48,075	\$52,258
315600	\$22,349	\$33,251	\$39,173	\$43,758	\$48,133	\$52,321
316200	\$22,371	\$33,287	\$39,220	\$43,810	\$48,190	\$52,383
316800	\$22,394	\$33,323	\$39,267	\$43,862	\$48,247	\$52,445
317400	\$22,416	\$33,360	\$39,313	\$43,914	\$48,305	\$52,508
318000	\$22,439	\$33,396	\$39,360	\$43,966	\$48,362	\$52,570
318600	\$22,461	\$33,433	\$39,407	\$44,018	\$48,419	\$52,632
319200	\$22,484	\$33,469	\$39,453	\$44,070	\$48,477	\$52,695
319800	\$22,507	\$33,506	\$39,500	\$44,123	\$48,534	\$52,757
320400	\$22,529	\$33,542	\$39,547	\$44,175	\$48,591	\$52,819
321000	\$22,552	\$33,579	\$39,593	\$44,227	\$48,649	\$52,882
321600	\$22,574	\$33,615	\$39,640	\$44,279	\$48,706	\$52,944
322200	\$22,597	\$33,652	\$39,687	\$44,331	\$48,763	\$53,006
322800	\$22,619	\$33,688	\$39,733	\$44,383	\$48,821	\$53,068
323400	\$22,642	\$33,725	\$39,780	\$44,435	\$48,878	\$53,131
324000	\$22,665	\$33,761	\$39,827	\$44,487	\$48,935	\$53,193
324600	\$22,687	\$33,798	\$39,873	\$44,540	\$48,993	\$53,255
325200	\$22,710	\$33,834	\$39,920	\$44,592	\$49,050	\$53,318
325800	\$22,732	\$33,871	\$39,967	\$44,644	\$49,107	\$53,380
326400	\$22,755	\$33,907	\$40,013	\$44,696	\$49,165	\$53,442
327000	\$22,777	\$33,944	\$40,060	\$44,748	\$49,222	\$53,505
327600	\$22,800	\$33,980	\$40,106	\$44,800	\$49,279	\$53,567
328200	\$22,823	\$34,017	\$40,153	\$44,852	\$49,337	\$53,629
328800	\$22,845	\$34,053	\$40,200	\$44,904	\$49,394	\$53,692

Annual Income	One Child	Two Children	Three Children	Four Children	Five Children	Six Children
329400	\$22,868	\$34,090	\$40,246	\$44,956	\$49,451	\$53,754
330000	\$22,890	\$34,126	\$40,293	\$45,009	\$49,509	\$53,816
330600	\$22,913	\$34,163	\$40,340	\$45,061	\$49,566	\$53,879
331200	\$22,935	\$34,199	\$40,386	\$45,113	\$49,623	\$53,941
331800	\$22,958	\$34,236	\$40,433	\$45,165	\$49,681	\$54,003
332400	\$22,981	\$34,272	\$40,480	\$45,217	\$49,738	\$54,066
333000	\$23,003	\$34,309	\$40,526	\$45,269	\$49,795	\$54,128
333600	\$23,026	\$34,345	\$40,573	\$45,321	\$49,853	\$54,190
334200	\$23,048	\$34,382	\$40,620	\$45,373	\$49,910	\$54,252
334800	\$23,071	\$34,418	\$40,666	\$45,426	\$49,967	\$54,315
335400	\$23,093	\$34,455	\$40,713	\$45,478	\$50,025	\$54,377
336000	\$23,116	\$34,491	\$40,760	\$45,530	\$50,082	\$54,439

**OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES – CHILD SUPPORT GUIDELINE
MANUAL**

Ohio | Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

Office of Child support

Child Support Guideline Manual

For Ohio Courts and Agencies

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Introduction

Welcome to the Child Support Guideline Manual for Ohio. You will need to use this manual to calculate child support using the JFS 07768, "Sole/Shared Child Support Computation Worksheet" (3/2019) and the JFS 07769, "Split Parenting Child Support Computation Worksheet" (3/2019). This manual will provide you with instructions needed to complete a child support worksheet.

There are eight main sections in this manual:

1. *"Calculating Ohio Child Support Guideline Obligations,"* which provides a high-level description of the JFS 07767, "Basic Child Support Schedule" (3/2019) and the child support guideline worksheets;
2. *"Definitions,"* which provides definitions from the Ohio Revised Code that are used in this manual;
3. *"Child Support Worksheet Overview,"* which provides an overview of the sections and components in the worksheets;
4. *"Worksheet Line-by-Line Instructions,"* which provides detailed instructions, including any calculations needed, for each line item to complete the worksheets;
"General Instructions (Lines 1-17) are for both the sole/shared parenting worksheet and the split parenting worksheet;
5. *"Sole/Shared Parenting Worksheet Line-by-Line Instructions (Lines 18-30),"* which provides exclusive instructions for Lines 18 to 30 on the sole/shared parenting worksheet;
6. *"Split Parenting Worksheet Line-by-Line Instructions (Lines 18-34),"* which provides exclusive instructions for Lines 18 to 34 on the split parenting worksheet;
7. *"Tables,"* which contains the tables required to complete certain line items on the worksheets; and
8. *"Appendix,"* which contains the JFS Forms needed to complete a guideline calculation

Calculating Ohio Child Support Guideline Obligations

Ohio uses an "income shares model" to determine child support obligations. In this model, both parents' income and other information are used to develop support obligations that represent the combined resources available for the support of their children. A guideline worksheet is used to gather information and to derive the obligation of each parent for the support of their child or children.

Child support obligations are calculated using these tools: the JFS 07767, "Basic Child Support Schedule" (schedule) and either the JFS 07768, "Sole/Shared Child Support Computation Worksheet" (sole/shared worksheet) or the JFS 07769, "Split Parenting Child Support Computation Worksheet" (split worksheet). Use of the worksheets is supported by this manual, the JFS 07766, "Child Support Guideline Manual" (manual).

The schedule is a table containing annual income information along the left column, followed by six columns representing the number of children subject to the order. The schedule is required to be used in all courts and child support enforcement agencies in Ohio when calculating child support.

Annual Income in the schedule is listed in \$600 increments. If the income amount is between two amounts set forth in the income column, the court or agency may:

- Use the basic child support obligation that corresponds to the higher of the two amounts in the first column of the schedule,
- Use the basic child support obligation that corresponds to the lower of the two amounts in the first column of the schedule,
- Or calculate a basic child support obligation that is between those two amounts and corresponds proportionally to the parents' actual combined annual income or the individual parent's annual income.¹

Obligation amounts contained in the six right-side columns are derived using the Betson-Rothbarth child rearing expenditure methodology which bases expenditure data on data from the Consumer Expenditure Survey conducted by the Bureau of Labor Statistics, United States Department of Labor.

The Betson-Rothbarth table is modified by a self-support reserve (SSR) and a Sliding Scale Minimum Order (SSMO). The SSR adjusts obligation amounts for low and low-middle income obligors to ensure the payor has sufficient income to pay their obligation on a consistent monthly basis. The

¹ Ohio Revised Code (ORC) 3119.05
JFS 07766 (3/2019)

SSMO ensures that obligors with income below the SSR minimum are required to pay an obligation based on their ability to pay. All features of the schedule are mandated in Ohio Revised Code §3119.021.

Ohio Revised Code §3119.022 requires the Ohio Department of Job and Family Services to create guideline worksheets and instructions that incorporate the requirements of Chapter 3119 of the Revised Code.

The Sole/Shared Worksheet is a JFS form that, like the schedule, is required to be used in all courts and child support enforcement agencies in Ohio for the calculation of child support awards. The Sole/Shared Worksheet gathers information about the parents and guides them, their attorney(s), the child support enforcement agency, or the court, through the calculation process. Much like a tax form, it establishes the parent's income, credits, and other adjustments. The support calculation will always result in child support and cash medical support obligations for each parent, and indicates which parent is the "obligor" (the person who pays a monthly obligation) and which is the "obligee" (the person who receives a monthly obligation). However, the Sole/Shared Worksheet is designed to provide a calculation of support for a wide variety of circumstances, including those where both parents are

paying support to a third person (e.g., a caretaker relative or agency). This manual provides detailed instructions for completion of the Sole/Shared Worksheet.

There is one alternative version to the Sole/Shared Worksheet. It is called a Split Worksheet and it is used to calculate child support in one specific scenario – in which there is more than one child who is the subject of an allocation of parental rights and responsibilities and each parent is the residential parent and legal custodian of at least one of those children. This manual also provides instructions for completion of the Split Worksheet.

In addition to line-by-line instructions for each of the worksheets, this manual also contains three tables that contain data that are required to be used to complete certain lines on the worksheet. These tables are available in the description of the line by line instructions; they are also available in the section "Tables" near the end of the document.

Definitions

The following terms and definitions are used throughout the manual and can be found in the Ohio Revised Code. They are provided to the user for purposes of calculating a support order.

Gross income

From Ohio Revised Code section 3119.01(C)(12):

"Gross income" means, except as excluded in division (C)(12) of this section, the total of all earned and unearned income from all sources during a calendar year, whether or not the income is taxable, and includes income from salaries, wages, overtime pay, and bonuses to the extent described in division (D) of section 3119.05 of the Revised Code; commissions; royalties; tips; rents; dividends; severance pay; pensions; interest; trust income; annuities; social security benefits, including retirement, disability, and survivor benefits that are not means-tested; workers' compensation benefits; unemployment insurance benefits; disability insurance benefits; benefits that are not means-tested and that are received by and in the possession of the veteran who is the beneficiary for any service-connected disability under a program or law administered by the United States department of veterans' affairs or veterans' administration; spousal support actually received; and all other sources of income. "Gross income" includes income of members of any branch of the United States armed services or national guard, including, amounts representing base pay, basic allowance for quarters, basic allowance for subsistence, supplemental subsistence allowance, cost of living adjustment, specialty pay, variable housing allowance, and pay for training or other types of required drills; self-generated income; and potential cash flow from any source.

"Gross income" does not include any of the following:

- (a) Benefits received from means-tested government administered programs, including Ohio works first; prevention, retention, and contingency; means-tested veterans' benefits; supplemental security income; supplemental nutrition assistance program; disability financial assistance; or other assistance for which eligibility is determined based on income or assets;
- (b) Benefits for any service-connected disability under a program or law administered by the United States department of veterans' affairs or veterans' administration that are not means-tested, that have not been distributed to the veteran who is the beneficiary of the benefits, and that are in the possession of the United States department of veterans' affairs or veterans' administration;
- (c) Child support amounts received for children who are not included in the current calculation;
- (d) Amounts paid for mandatory deductions from wages such as union dues but not taxes, social security, or retirement in lieu of social security;
- (e) Nonrecurring or unsustainable income or cash flow items;
- (f) Adoption assistance and foster care maintenance payments made pursuant to Title IV-E of the "Social Security Act," 94 Stat. 501, 42 U.S.C.A. 670(1980), as amended.

Potential income

From Ohio Revised Code section 3119.01(C)(17):

"Potential income" means both of the following for a parent who the court pursuant to a court support order, or a child support enforcement agency pursuant to an administrative child support order, determines is voluntarily unemployed or voluntarily underemployed:

- (a) Imputed income that the court or agency determines the parent would have earned if fully employed as determined from the following criteria:
 - (i) The parent's prior employment experience;
 - (ii) The parent's education;
 - (iii) The parent's physical and mental disabilities, if any;

- (iv) The availability of employment in the geographic area in which the parent resides;
- (v) The prevailing wage and salary levels in the geographic area in which the parent resides;
- (vi) The parent's special skills and training;
- (vii) Whether there is evidence that the parent has the ability to earn the imputed income;
- (viii) The age and special needs of the child for whom child support is being calculated under this section;
- (ix) The parent's increased earning capacity because of experience;
- (x) The parent's decreased earning capacity because of a felony conviction;
- (xi) Any other relevant factor.

(b) Imputed income from any non-income-producing assets of a parent, as determined from the local passbook savings rate or another appropriate rate as determined by the court or agency, not to exceed the rate of interest specified in division (A) of section 1343.03 of the Revised Code, if the income is significant.

Self-generated income

From Ohio Revised Code section 3119.01(C)(19):

"Self-generated income" means gross receipts received by a parent from self-employment, proprietorship of a business, joint ownership of a partnership or closely held corporation, and rents minus ordinary and necessary expenses incurred by the parent in generating the gross receipts. "Self-generated income" includes expense reimbursements or in-kind payments received by a parent from self-employment, the operation of a business, or rents, including company cars, free housing, reimbursed meals, and other benefits, if the reimbursements are significant and reduce personal living expenses.

Other information regarding income

From Ohio Revised Code section 3119.05(K):

A court or agency may disregard a parent's additional income from overtime or additional employment when the court or agency finds that the additional income was generated primarily to support a new or additional family member or members, or under other appropriate circumstances.

From Ohio Revised Code section 3119.05(E):

When the court or agency calculates the annual income of a parent, it shall not include any income earned by the spouse of that parent.

Medical Expenses

From Ohio Revised Code section 3119.01(C)(14):

"Ordinary medical expenses" includes copayments and deductibles, and uninsured medical-related costs for the children of the order.

From Ohio Revised Code section 3119.01(C)(7):

"Extraordinary medical expenses" means any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Other information regarding extraordinary medical expenses

From Ohio Revised Code section 3119.05(F):

The court shall issue a separate medical support order for extraordinary medical expenses, including orthodontia, dental, optical, and psychological services. If the court makes an order for payment of private education, and other appropriate expenses, it shall do so by issuing a separate order. The court may consider these expenses in adjusting a child support order.

Self-Sufficiency Reserve (SSR)

From Ohio Revised Code section 3119.01(C)(20):

"Self-sufficiency reserve" means the minimal amount necessary for an obligor to adequately subsist upon, as determined under section 3119.021 of the Revised Code.

Child Support Worksheet Overview

The unnumbered section at the top of the worksheet is used to identify information regarding the parties, the case number, the county, etc.

I. Gross Income

This section is used to gather information regarding both parents' annual gross income. Income most commonly includes gross annual salary and wages but can also include earnings and income from other sources.

This section also includes a calculation to determine the maximum amount a parent would be required to pay for health insurance premiums based on their individual gross income.

II. Adjustments to Income

This section is used to gather information for each parent that would allow for adjustments to be made to their gross income.

Adjustments in this section include:

- Other minor child(ren) not on this order, including any minor biological or adopted children that a parent has a legal duty of support for, even if the child does not reside in the home
- Total, actual out-of-pocket cost paid, or expected to be paid for health insurance premiums for the person or persons who will be ordered to provide coverage
- Annual court ordered spousal support paid

III. Income Shares

This section uses the parents' combined total gross income to determine their individual income share percentage.

When determining the child support obligation, the parent's combined obligation amount is used on the Worksheet, to then calculate each parent's income share percentage of the combined obligation. The income share percentage will determine the ordered dollar amount to be paid by each parent.

IV. Support Calculations

This section is used to calculate the annual support obligation by using the basic child support schedule. Based on the parents' income, the worksheet will determine if the parents' individual income will be used, or their share of the combined income of both parents. When determining the basic child support obligation, the following adjustments will be considered:

- *Parenting Time Order*: A parent who has a court order for parenting time that equals or exceeds ninety overnights per year.
- *Derivative Benefits*: Any non-means tested benefit received by the child(ren) resulting from the claim of either parent.
- *Child Care Costs*: The annual child care expense and each parent's share of the expense. Actual child care costs will be compared to a child care maximum cap to determine each parent's responsibility. The child care maximum is a pre-determined cap on allowable child care costs based on the most recent Child Care Market Rate Survey by the Ohio Office of Children and Families. Child care costs are for work or for activities related to employment training.

V. Cash Medical

This section is used to calculate the cash medical support order amount that goes towards the ordinary medical expenses incurred during a calendar year.

Cash medical will be a charging support obligation at all times. Extraordinary medical expenses are any uninsured medical expenses incurred in a calendar year for a child(ren), that exceed the total cash medical obligation owed during that year.

VI. Recommended Monthly Orders for Decree

This section is used to calculate the monthly ordered amounts for the child support and cash medical support obligation for each parent. The total monthly obligation for the parent ordered to pay support will be used in the recommended order for support.

This section also contains deviation information, if applicable. This section should be used by the court when the parents request a deviation of the child support and the request is granted. The court shall state specifically in the order the facts that are the basis for the deviation.²

If the child support enforcement agency can determine the monetary or percentage value of the deviation of the order under review, the agency shall apply the deviation to the revised amount of child support.³

² ORC 3119.23

³ ORC 3119.63

Worksheet Line-by-Line Instructions

In Ohio when a court or CSEA calculates the amount of child support to be paid, the court or agency is required to use either the JFS 07768 (for sole or shared parenting orders), or the JFS 07769 (for split parenting orders). As stated in the *Introduction* section of this manual, these worksheets share the same instructions for Lines 1 to 17. Starting on Line 18, there are a separate set of instructions for the sole/shared parenting worksheet and the split parenting worksheet.

Note: The user should enter annual figures on the worksheet, unless instructed otherwise.

The top of each worksheet has the following case specific information that needs to be completed:

- Parent A's name,
- Parent B's name,
- Date this form is completed,
- County name where the order is from,
- SETS Case number,
- Court or Administrative Order Number, and
- Number of children of the order



Helpful Hints for Rounding

For Calculations: Take any dollar amount or percentage out to two decimal places and round to the second decimal place, unless told otherwise per the worksheet(s) instructions.

For Rounding: When the number in the third decimal place is 0 to 4, drop the number in the third decimal place and the number in the second decimal place shall remain the same.

When the number in the third decimal place is 5 to 9, drop the number in the third decimal place and the number in the second decimal place shall be rounded up to the next number.

Examples:

Dollar amounts

- If a party's income is \$25,000.436, the amount entered should be \$25,000.44

Percentages

- If a party's percentage is 37.424%, the amount entered should be 37.42%
- Or, if the decimal amount is .37424, the amount entered should be 37.42%

General Instructions (Lines 1 - 17)

I. Gross Income

Line 1

"Annual Gross Income (Figure must represent the sum of gross income inclusions and exclusions as described in ORC 3119.01(C)(12))"

Enter the amount of Annual Gross Income for the individual for the year. The figure must represent the sum of gross income inclusions and exclusions as described in Ohio Revised Code 3119.01(C)(12). Inclusions should be added, and exclusions should be subtracted, from the parent's gross income before entering the amount on Line 1.

Note: See the *Definitions* section in this manual for further income information, including exclusions from "Gross Income," such as union dues, uniform fees, etc.⁴

- The year can be defined as a calendar year, the twelve months preceding the calculation, or other twelve-month period supported by documentation of income amounts.
- When determined appropriate by the court or agency, the amount entered can be based on average annual gross income from employment over a reasonable period of years (excluding overtime, bonuses, self-employment income, or commissions as documented below).
- Documentation of income may include but is not limited to: federal tax returns; W-2 statements; pay stubs and 1099 forms.

Line 2

"Annual Amount of Overtime, Bonuses, and Commissions"

Enter the amount of overtime, bonuses, and commissions for three years on Lines 2a to 2d:

Line 2a, "Year 3 (Three years ago)"

Line 2b, "Year 2 (Two years ago)"

Line 2c, "Year 1 (Last calendar year)"

Line 2d, "Income from overtime, bonuses, and commissions (Enter the lower of: the average of Line 2a plus Line 2b plus Line 2c, or the amount on Line 2c)"

For Line 2d, enter the average of the three years (Line 2a, 2b, and 2c) or the year one amount (Line 2c), whichever is less.

- Earnings from overtime, bonuses and commissions are calculated using income information from the preceding three calendar years, excluding the current year. The average of the last three years will be compared with the last year and the lesser amount will be used in the calculation.
- If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the three years or the last year amount, include only the amount reasonably expected to be earned this year.

Line 3

"Calculation for Self-Employment Income"

Enter the amount of annual self-employment income and expenses for each parent who is self-employed for Lines 3a to 3d.

Line 3a, "Gross receipts from business"

Line 3b, "Ordinary and necessary business expenses"

Line 3c, "6.2% of the adjusted gross income or actual marginal difference between actual rate paid and F.I.C.A. rate"

Line 3d, "Adjusted annual gross income from self-employment (Line 3a minus Line 3b minus Line 3c)"

For Line 3d, subtract Lines 3b and/or 3c from Line 3a, and enter the amount in Line 3d.

- Self-employed income is determined by reviewing income and expenses; possible sources of self-employment income used in Lines 3a through 3d include, but are not limited to:
 - Schedule C (Profit or Loss from Business)
 - Schedule C-EZ (must be accompanied with the individual's tax form 1040)
 - Schedule SE (Self-Employment Tax)
 - Form 8829 (Expenses for Business Use of Your Home)
 - Form 4562 (Depreciation and Amortization)
 - Form 1099 (Miscellaneous Income)
 - Business financial statement

Line 4

"Annual income from unemployment compensation"

Enter the annual income amount from unemployment compensation.

⁴ ORC 3119.01

- Unemployment compensation is temporary income paid to an individual due to lack of employment. The total amount awarded is based on the qualifying weeks the individual worked for an employer.
- Documentation may include but is not limited to an unemployment compensation benefit award letter or IRS-1099.

Line 5

“Annual income from workers’ compensation, disability insurance, or social security disability/retirement benefits”

Enter the annual income amount of workers’ compensation, disability insurance, or social security disability/retirement benefits.

Line 6

“Other annual income or potential income”

Enter the amount of other annual income or potential income for the parent, if applicable.

- Sources may include but are not limited to: income from interest and dividends (whether or not taxable); secondary income source from an additional employer; spousal support actually received; potential income.
 - Child Support and means tested benefits are not counted as income.
 - Refer to “gross income” in the definition section of this manual for further information.
 - Additional income from overtime or additional employment may be disregarded when the court or agency finds that it was generated primarily to support a new or additional family member(s), or under other appropriate circumstance.⁵
-

Line 7

“Total annual gross income (Add Lines 1, 2d, 3d, 4, 5 and 6, if Line 7 results in a negative amount, enter “0”)”

Enter the amount in Line 7 for the total annual gross income for each parent, by adding together Lines 1, 2d, 3d, 4, 5 and 6. If Line 7 results in a negative amount, enter “0”.

Line 8

“Health insurance maximum (Multiply Line 7 by 5% or .05)”

Multiply Line 7 by 5% or .05 and enter the amount on Line 8; this will give you the health insurance maximum for each parent.

II. Adjustments to Income

Line 9

“Adjustment for Other Minor Children Not of This Order” (Note: Line 9 is ONLY completed if either parent has any children outside of this order.) If neither parent has any children outside of this order enter “0” on Line 9f and proceed to Line 10. For each parent:”

Enter the information requested on Lines 9a to 9f. This will determine the amount to be given as an adjustment for other children that each parent has a legal duty of support for, but who are not the children subject to this order.

- This includes biological or adopted children in the parent’s home or outside the home that the parent has a legal duty of support for. This does not include step- children.
- This amount is a credit for minor children not subject to the order and is subtracted from the parent’s annual income. It is not intended to produce exact results for support of children outside the order.

Line 9a, “Enter the total number of children, including children of this order and other children”

Enter the total number of all biological or adopted minor children for each parent. This includes children of this order and other children.

⁵ ORC 3119.05

Line 9b, "Enter the number of children subject to this order"

Enter only the number of children subject to this child support order on Line 9b.

Line 9c, "Line 9a minus Line 9b"

Subtract Line 9b from Line 9a to determine the number of children not subject to this child support order for each parent.

Line 9d, "Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's total annual gross income from Line 7 for the number of children on Line 9a"

Using each parent's individual income on Line 7 and the total number of children on Line 9a, determine the child support obligation from the JFS 07767, "Basic Child Support Schedule" for the total number of children each parent has a legal duty to support.

- If the income amount is between two amounts set forth in the income column of the schedule, the court or agency may: use the basic child support obligation that corresponds to the higher of the two amounts in the first column of the schedule; use the basic child support obligation that corresponds to the lower of the two amounts in the first column of the schedule; or calculate a basic child support obligation that is between those two amounts and corresponds proportionally to the parents' actual combined annual income or the individual parent's annual income.⁶
- If the parent's income is less than \$8,400, use \$960 for the obligation since the JFS 07767 does not list income below \$8,400.

Additional Information:

- For the income row identified in the JFS 07767, find the column reflecting the total number of children for that parent as indicated on Line 9a (including the children who are subject to the order plus other children).

Obligation Multipliers for Seven or More Children

Most measurements of child-rearing expenditures are for one, two and three children because most families have three or less children. There are families with more than three children in the data sets used to measure child-rearing expenditures. A scale was developed to adjust for larger family sizes. They are called "equivalence scales."

The JFS 07767 (schedule) only provides obligation amounts for six children. If a parent has more than six children, use the multiplier in Table 1 below, to determine the amount of support on the basic schedule for that number of children. The "3-child amount" can be found in the third column (Three Children) of the JFS 07767.

Number of Children	Multiplier Using 3-Child Amount as Base
7 Children	1.440 X 3-child amount
8 Children	1.540 X 3-child amount
9 Children	1.638 X 3-child amount
10 Children	1.734 X 3-child amount
11 Children	1.827 X 3-child amount
12 Children	1.919 X 3-child amount
13 Children	2.008 X 3-child amount
14 Children	2.096 X 3-child amount
15 or more	2.182 X 3-child amount

⁶ ORC 3119.05
JFS 07766 (3/2019)

Line 9e

“Divide the amount on Line 9d by the number on Line 9a”

Divide the total amount of child support from the JFS 07767 (schedule) entered in Line 9d by the total number of children in Line 9a, and enter the amount on Line 9e. This will calculate the credit amount for each child the parent has a legal duty of support for.

Line 9f

“Multiply the amount from Line 9e by the number on Line 9c. This is the adjustment amount for other minor children for each parent.

Multiply the amount for each child from Line 9e by the number of other children on Line 9c, and enter the amount on Line 9f. This is the total amount of credit the parent will receive for all children not subject to this order.

Line 10

“Adjustment for Out-of-Pocket Health Insurance Premiums”

Enter the requested information on Lines 10a and 10b to identify the health insurance obligor(s) and the adjustment amount for total, actual out-of-pocket health insurance premiums paid or expected to be paid, if ordered.

Line 10a

“Identify the health insurance obligor(s)”

Check the box in the column for parent A, parent B, or both, to indicate which parent(s) will be the health insurance obligor(s). The health insurance obligor(s) is the parent or parents who are required by the court or the CSEA to provide health insurance coverage.⁷

Additional information:⁸

The child support obligee is presumed to be the appropriate parent to provide health insurance for the children of the order unless rebutted by one of the following:

- The obligor already has health insurance coverage that is reasonable in cost;
- The obligor already has health insurance coverage in place that is not reasonable in cost, but the obligor

wishes to be the health insurance obligor and provide coverage;

- The obligor can obtain coverage that is reasonable in cost through an employer or other source. The length in time the obligor has worked for the employer and the stability of the insurance shall be considered by the court or CSEA; or
- The obligee is a non-parent individual or agency that has no duty to provide medical support.

Both parents may be ordered to provide health insurance coverage if they both wish to be named health insurance obligors and already have health insurance in place or available for the child(ren).

Unless the obligee is a non-parent individual or agency that has not duty to provide medical support, if private health insurance for the children is not available at a reasonable cost to the obligor or obligee at the time the order is issued, the obligee must obtain private health insurance for the children no later than thirty days after it becomes available to the obligee at a reasonable cost, and must inform the CSEA when it is obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the child support enforcement agency and may seek a modification of health insurance coverage from the court with respect to a court child support order, or from the agency with respect to an administrative support order.

Note: Health insurance is determined to be reasonable in cost if the total, actual cost of private health insurance does not exceed an amount equal to 5% of the annual income of that person.⁹

Line 10b

“Enter the total, actual out-of-pocket costs for health insurance premiums for the parent(s) identified on Line 10a”

Enter the total, actual out-of-pocket costs for annual health insurance premiums for the parent(s) identified on Line 10a that are being paid or expected to be paid, if ordered. This line only needs to be completed for the health insurance obligor(s). If a parent is NOT the health insurance obligor, leave Line 10a blank and enter “0” on Line 10b.

- The cost of health insurance in this section is an amount equal to the total, actual out-of-pocket cost for health insurance premiums for the coverage.¹⁰

⁷ ORC 3119.29

⁸ ORC 3119.30

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⁹ 45 CFR 303.31

¹⁰ ORC 3119.30

- This information should come from the parent(s) providing the health insurance and be reflected either by a deduction on a pay stub, or other documentation provided by the employer or health plan administrator to show they have obtained the health insurance and the amount paid or expected to be paid, if ordered.
- Any credit given will be less any subsidy, including a premium tax credit or cost-sharing reduction received by the parent(s) providing coverage.

Line 11

"Annual court ordered spousal support paid; if no spousal support is paid, enter '0'"

Enter the amount of annual court ordered spousal support paid, excluding any ordered payment on arrears. Sources of verification of spousal support paid may include, but is not limited to, pay records from a CSEA or a bank statement.

Line 12

"Total adjustments to income (Line 9f, plus Line 10b, plus Line 11)"

Add Lines 9f, 10b and 11, and enter the amount on Line 12; this is the total of the adjustments to income for each parent. This amount will be deducted from each parent's annual income.

Line 13

"Adjusted annual gross income (Line 7 minus Line 12; if Line 13 results in a negative amount, enter "0")"

Subtract Line 12 from Line 7; if the amount results in a negative amount, enter "0" for Line 13. This is the adjusted annual gross income for each parent.

III. Income Shares

Line 14

"Enter the amount from Line 13 for each parent (Adjusted annual gross income)"

Enter the adjusted annual gross income for both parents from Line 13, on Line 14. This Line is simply to carry the adjusted income amounts to page two of the worksheet.

Line 15

"Using the Basic Child Support Schedule and the parent's individual income on Line 14, determine if the parent's obligation is located in the shaded area of the schedule. If the parent's obligation is in the shaded area of the schedule for the children of this order, check the box for Line 15"

If a parent's income is in the shaded area of the JFS 07767 (schedule) for children of this order, check the box for that parent. The schedule is located in the Appendix section of this manual.

Line 16

"Combined adjusted annual gross income (Add together the amounts on Line 14 for both parents)"

Add together the amounts on Line 14 for both parents and enter the amount on Line 16; this will give you the total combined annual income for both parents. This amount will be used to determine the combined child support obligation for both parents.

Line 17

"Income Share: Enter the percentage of parent's income to combined adjusted annual gross income (Line 14 divided by Line 16 for each parent)"

Divide Line 14 by Line 16 for each parent and enter the amount on Line 17, to determine the income share of each parent.

Sole/Shared Parenting Worksheet Line-by-Line Instructions (Lines 18 – 30)



Follow these line-by-line instructions **only** if using the Sole/Shared Parenting Computation Worksheet

The JFS 07768 will be used for sole/shared parenting. The General Instructions section of this manual has line-by-line instructions for Lines 1-17.

IV. Support Calculation

Line 18

“Basic Child Support Obligation”

For Lines 18a to 18d, enter the basic child support obligation amount for each parent by using the JFS 07767 (schedule).

If the income amount is between two amounts set forth in the income column of the schedule, the court or agency may use the basic child support obligation that corresponds to the higher of the two amounts in the income column of the schedule, use the basic child support obligation that corresponds to the lower of the two amounts in the income column of the schedule, or calculate a basic child support obligation that is between those two amounts and corresponds proportionally to the parents’ actual combined annual income or the individual parent’s annual income.¹¹

Reminder: When using the basic child support schedule, if there are seven or more children on the order, refer to Table 1. Obligation Multiplier for Seven or More Children.

Line 18a

“Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent’s adjusted gross income on Line 14 for the number of children of this order. If either parent’s Line 14 amount is less than the lowest income amount on the Basic Schedule, enter ‘960’”

For each parent use the income amounts on Line 14, and find the corresponding cell on the schedule for the number of children of this order. Enter the amount on Line 18a. If either parent’s Line 14 amount is less than the lowest income amount on the basic schedule, enter “960.” This is the amount of child support based on the parent’s individual income only.

Line 18b

“Using the Basic Child Support Schedule, enter the amount from the corresponding cell for the parents’ combined adjusted annual gross income on Line 16 for the number of children of this order. If Line 16 amount is less than lowest income amount on the Basic Schedule, enter ‘960’”

Use the combined income amount for both parents on Line 16 and find the corresponding cell on the schedule for the number of children of this order. Enter the amount on Line 18b. This is the amount of child support for both parents based on the parents’ combined income.

If the parents’ combined income is less than the lowest income amount of \$8,400 on the basic schedule, enter \$960 for the obligation.



Key Information

If using the JFS 07768, “Sole/Shared Child Support Computation Worksheet,” proceed to the next page for the Sole/Shared Instructions. If using the JFS 07769, “Split Parenting Child Support Computation Worksheet,” proceed to the Split Parenting Instructions in this manual for line-by-line instructions starting on page 14.

¹¹ ORC 3119.05
JFS 07766 (3/2019)

Line 18c

"Multiply the amount on Line 18b by Line 17 for each parent. Enter the amount for each parent"

For each parent multiply the combined obligation amount listed on Line 18b by the income share percentage from Line 17. This will determine each parent's obligation based on income shares.

Line 18d

"Enter the lower of Line 18a or Line 18c for each parent, if less than '960,' enter '960'"

For each parent, enter the lower amount from Line 18a or Line 18c. If the amount is less than "960," enter "960" on Line 18d. This is the basic annual obligation amount for each parent.

Line 19

"Parenting Time Order"

Enter the requested information on Lines 19a and 19b to indicate if a parent has a parenting time order and to allow for an adjustment for a parent or parents when a court has issued or is issuing a court-ordered parenting time order that equals or exceeds ninety overnights per year. The annual individual support obligation for that parent shall be reduced by ten per cent.¹²

- If the parties desire a different adjustment for extended parenting time, they must request a deviation through court.
- If the child is residing with someone other than the parent, either or both parents may have a parenting time order through the court and both parents could receive this adjustment.

Line 19a

"Enter "Yes" for any parent for whom a court has issued or is issuing an order for parenting time that equals or exceeds ninety overnights per year"

Mark "Yes" for the parent who has an order through the court for parenting time that equals or exceeds ninety overnights per year.

Line 19b

"If Line 19a is checked, use the amount for that parent from Line 18d and multiply it by 10% or .10, and enter this amount. If Line 19a is blank enter '0'"

For any parent for whom a court has issued or is issuing an order for parenting time that equals or exceeds ninety

overnights per year, multiply Line 18d by 10% or .10 and enter the amount on Line 19b to determine the adjustment they will receive.

Line 20

"Derivative Benefit"

"Enter any non-means-tested benefits, received by the child(ren) subject to the order"

Enter the amount of the non-means-tested benefits, received by the child(ren) subject to the order; if no benefit amount received, enter "0."

- For purposes of this Line item, a derivative benefit is any non-means tested benefit received by the child(ren) subject to the order resulting from the claims of either parent.
- This benefit amount shall be subtracted from that parent's annual child support obligation after all other adjustments have been made. If the non-means tested benefit exceeds the child support obligation of the parent claiming the benefit, the child support obligation for that parent shall be zero.¹³
- Non-means-tested benefits may include, but are not limited to some Social Security or Veterans' benefits.

Line 21

"Child Care Expenses"

If either parent has child care costs, enter the requested information for Lines 21a through 21j for both parents. Use the documentation provided by the parent(s) to determine the amount paid for child care for the child(ren) of this order. If neither parent has out-of-pocket child care costs, enter "0" on Line 21j for each parent and proceed to Line 22.

- Child care cost is determined necessary to allow a parent to work or for activities related to employment training.¹⁴
- There is a 12-year old age limit for this credit to be given on the worksheet. This will be rebuttable for circumstances such as disabled children.
- The child care cost used in the calculation for child support purposes shall exclude any reimbursed or subsidized child care cost, including any state or federal tax credit for child care available to the parent or caretaker, whether or not claimed.¹⁵

¹² ORC 3119.051

¹³ ORC 3119.05

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¹⁴ ORC 3119.05

¹⁵ ORC 3119.05

Line 21a

"Annual child care expenses for children of this order (Less any subsidies)"

Enter the total annual amount of out-of-pocket child care costs for work or for activities related to employment training, for each parent who pays for children of this order only. If a parent does not pay any annual child care expenses, enter "0" for this line.

Subsidies and reimbursements received by the parent paying for the child care are not to be included.¹⁶ This Line represents total, actual out-of-pocket costs only.

Line 21b

"Child Age"

Enter the age of each child of the order for which the parent is paying child care costs.

If there are multiple children of the order that child care costs are being paid for, enter the age of each child.

Note: Lines 21b to 21e are completed for each child on the order. There are six columns to allow for up to six children on the order. If more than six children are on the order, complete this calculation on an additional page.

Line 21c

"Maximum Allowable Cost"

Use the following table (Table 2) to determine the maximum allowable child care costs for the purposes of child support for children of this order, and enter the amount on Line 21c for each child. If there are multiple children of the order that child care costs are being paid for, enter the amount for each child.

Age	Annual Amount
Infant - New born through 17 months	\$11,464
Toddler -18 months through 35 months	\$10,025
Pre-school - 3 years old through 5 years old	\$8,600
School-age - 6 years old through 12 years old	\$7,290

¹⁶ ORC 3119.05
JFS 07766 (3/2019)

Line 21d

"Actual Out of Pocket"

Enter the out-of-pocket child care costs for work or for activities related to employment training, that each parent pays for each child of this order only. If there are multiple children of the order that child care costs are being paid for, enter the individual amount for each child.

If both parents are paying child care costs for the same child(ren), add the amounts together and enter the combined amount paid per child.

Line 21e

"Enter lower of Line 21c or Line 21d"

Enter the lesser of either the maximum allowable child care cost for each child(ren) of the order from Line 21c, or the actual out-of-pocket cost for each child(ren) of the order from Line 21d. If there are multiple children of the order that child care costs are being paid for, enter the individual amount for each child.

Line 21f

"Enter total of Line 21e for children of this order"

Add together the amounts for each child and enter the total amount on Line 21f.

Line 21g

"Enter the eligible federal and state tax credits"

If Line 21a is "0," enter "0" on this line as well. If Line 21a is greater than "0," enter the eligible federal and state tax credits for the parent(s) paying actual child care costs. If both parents are paying child care costs, enter the eligible federal and state tax credits for both parents.

Note: The amount that will be entered on Line 21g is the total of all federal and state tax credits for child care available.¹⁷ They will apply whether or not the parent paying the child care actually claims the tax credit.

Additional Information:

Accurately completed state and federal tax forms may be required to arrive at a figure to be entered on Line 21g. For more information see: IRS Publication 503; IRS Form 2441; Instructions for IRS Form 2441; Ohio Instructions for Filing: Individual Income Tax/School District Income Tax.

¹⁷ CSPM 5101:12-1-17

Line 21h

"Line 21f minus combined amounts of Line 21g"

Subtract the combined amounts of Line 21g from Line 21f (any eligible tax credits from the child care paid) and enter on Line 21h, to determine the adjusted child care expenses.

Line 21i

"Multiply Line 21h by Line 17 for each parent; (If Line 15 is checked for the parent, use the lower percentage amount of either Line 17 or 50.00% to determine the parent's share). This is the annual child care cost for each parent"

Multiply Line 21h by Line 17 for each parent; this will give the annual allowable cost for child care that each parent is responsible for based on the income shares of the parents.

Note: If a parent has Line 15 checked, use the percentage amount on Line 17, or use 50.00%, whichever is the lower percentage amount, to determine the parent's share of the annual child care costs.

Line 21j

"Line 21i minus Line 21a. If calculation results in a negative amount, enter '0'"

Take the amount in Line 21i and subtract the amount in Line 21a. If this results in a negative amount, enter "0." This removes the actual child care cost that the party is already paying out of pocket for the child(ren) of this order, from their income share on Line 21i.

Line 22

"Adjusted Child Support Obligation (Line 18d minus Line 19b minus Line 20 plus Line 21j; if calculation results in a negative amount, enter "0"). Annual child support obligation"

Take the child support obligation on Line 18d and subtract the amounts for the parenting time order and derivative benefit on Line 19b and Line 20. Then add that amount to the child care costs on Line 21j. Enter the calculated amount on Line 22. If the calculation results in a negative amount, enter "0". This is the adjusted annual child support obligation for each parent.

V. Cash Medical

Line 23

"Cash Medical Obligation"

Enter the amounts on Lines 23a and 23b to determine the cash medical obligation for children subject to this order. Each parent will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child(ren) of the order. The annual cash medical amount is \$388.70 per child for each child of the order. Any medical expenses over \$388.70 per year will be considered extraordinary medical expenses.

Line 23a

"Annual combined cash medical support obligation"

Enter the annual combined cash medical support obligation for the children subject of this order. The annual cash medical obligation is \$388.70 per child. Use the following table to determine the cash medical obligation for the number of children of the order:

Number of Children	Annual Cash Medical Amount
1 Child	\$388.70
2 Children	\$777.40
3 Children	\$1,166.10
4 Children	\$1,554.80
5 Children	\$1,943.50
6 Children	\$2,332.20

Note: If there are more than six children on the order, add an additional \$388.70 for each child thereafter.

Line 23b

"Multiply Line 23a by Line 17 for each parent. This is the annual cash medical obligation for each parent"
Take the amount from Line 23a and multiply it by the percentage of each parent's income found on Line 17. This amount is each parent's responsibility of the annual cash medical order.

VI. Recommended Monthly Orders for Decree

Line 24

"CHILD SUPPORT AMOUNT (Line 22, divided by 12)"

Use the child support obligation for each parent from Line 22, and divide those amounts by 12 to determine the monthly child support amount.

Line 25

"Line 25 is ONLY completed if the court orders any deviation(s) to child support. (See sections 3119.23, 3119.231 and 3119.24 of the Revised Code)"

The court may order a deviated amount of child support that would otherwise result from the use of the basic child support schedule and the worksheet.¹⁸ See ORC sections 3119.23, 3119.231 and 3119.24 for factors the court may consider in granting a deviation and other relevant deviation information. If no deviation is ordered, skip Line 25 and Line 26.

Note: The court may have granted an upward or downward deviation as a specific dollar amount or a percentage value. If a percentage value was granted, convert the percentage to a dollar amount to enter on the worksheet. A court may also order multiple deviations (e.g. under sections 3119.23 or 3119.231 of the Revised Code) and one may be an upward deviation and the other may be a downward deviation.

Line 25a

"For 3119.23 factors (Enter the monthly amount)"

Enter the monthly deviation amount, if applicable.

The CSEA cannot grant a deviation. This can only be done by the court. If the court child support order under review contains a deviation, the CSEA shall apply the deviation from the existing order to the revised amount of child support, as long as the CSEA can determine the monetary or percentage value of the deviation.¹⁹

Line 25b

"For 3119.231 extended parenting time (Enter the monthly amount)"

Enter the monthly amount that the courts determine should be deviated from the guidelines on Line 25b.

Line 25c

Total of amounts from Line 25a and Line 25b

Combine the amounts from Line 25a and Line 25b, and enter the amount on Line 25c.

Line 26

"DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 24 plus or minus Line 25c)"

Enter the deviated monthly child support amount by adding or subtracting Line 25c from Line 24. Line 26 is ONLY completed if there is an amount on Line 25c.

Line 27

"CASH MEDICAL SUPPORT AMOUNT (Line 23b, divided by 12)"

Use the cash medical obligation for each parent from Line 23b, and divide those amounts by 12 to determine the monthly cash medical support amount.

Line 28

"Line 28 is ONLY completed if the court orders a deviation to cash medical. (See section 3119.303 of the Revised Code)"

Note: The court may have granted an upward or downward deviation as a specific dollar amount or a percentage value. If a percentage value was granted, convert the percentage to a dollar amount to enter on the worksheet. A court may also order multiple deviations (e.g. under sections 3119.23 or 3119.231 of the Revised Code) and one may be an upward deviation and the other may be a downward deviation.

¹⁸ ORC 3119.22
JFS 07766 (3/2019)

¹⁹ ORC 3119.63

Line 28

"Cash Medical Deviation amount (Enter the monthly amount)"

Enter the monthly deviation amount, if applicable.

The CSEA cannot grant a deviation. This can only be done by the court. If the court cash medical support order under review contains a deviation, the CSEA shall apply the deviation from the existing order to the revised amount of cash medical, as long as the CSEA can determine the monetary or percentage value of the deviation.

Line 29

"DEVIATED MONTHLY CASH MEDICAL AMOUNT (Line 27 plus or minus Line 28)

Enter the deviated monthly cash medical support amount by adding or subtracting Line 28 from Line 27. Line 29 is ONLY completed if there is an amount on Line 28.

Line 30

"Enter ONLY the total monthly obligation for the parent ordered to pay support (Line 24 or Line 26, plus Line 27 or Line 29)"

For the parent ordered to pay support only, add Line 24, or Line 26 (if there is a child support deviation amount on Line 25c), and Line 27, or Line 29 (if there is a cash medical deviation amount on Line 28) to get the total monthly obligation. The support order amount includes both child support and cash medical support.

Split Parenting Worksheet Line-by-Line Instructions (Lines 18 – 34)



Follow these line-by-line instructions **ONLY** if using the Split Parenting Computation Worksheet

The JFS 07769 will be used for split parenting. Lines 1-17 are completed the same for both, the JFS 07768 and the JFS 07769. The General Instructions section of this manual has line-by-line instructions for Line items 1-17.

- The split parenting worksheet is divided with four enterable columns starting on Line 18. The first two columns will be used to calculate support for the children of this order in parent B's custody; the last two columns will be used to calculate support for the children in parent A's custody.
- The calculations will be completed through Line 23 to determine the child support obligation and cash medical obligation of each parent for the children not in their household.
- These amounts will then be carried to Line 24 and 25, where the determination will be made as to which parent has the higher obligation and should be established as the child support obligor. The same calculation process that was completed to determine the child support amount will be done to determine the cash medical amount. The parent that is established as the child support obligor will also be the cash medical obligor.



Reminder for Rounding

For calculations: take any dollar amount or percentage out to two decimal places and round to the second decimal place, unless told otherwise per the worksheet(s) instructions.

For Rounding: When the number in the third decimal place is 0 to 4, drop the number in the third decimal place and the number in the second decimal place shall remain the same.

When the number in the third decimal place is 5 to 9, drop the number in the third decimal place and the number in the second decimal place shall be rounded up to the next number.

Examples:

Dollar amounts

- If a party's income is \$25,000.436, the amount entered should be \$25,000.44

Percentages

- If a party's percentage is 37.424%, the amount entered should be 37.42%
- Or, if the decimal amount is .37424, the amount entered should be 37.42%

IV. Support Calculation

Line 18

“Basic Child Support Obligation”

For Lines 18a to 18d, enter the basic child support obligation amount for each parent by using the JFS 07767 (schedule). This will determine the amount of child support each parent should be responsible for according to the percentage of their income for the children in each parent’s household.

If the income amount is between two amounts set forth in the income column of the schedule, the court or agency may use the basic child support obligation that corresponds to the higher of the two amounts in the income column of the schedule, use the basic child support obligation that corresponds to the lower of the two amounts in the income column of the schedule, or calculate a basic child support obligation that is between those two amounts and corresponds proportionally to the parents’ actual combined annual income or the individual parent’s annual income.²⁰

Reminder: When using the basic child support schedule, if there are seven or more children on the order, refer to **Table 1. Obligation Multiplier for Seven or More Children.**

“Number of children with Parent A” and “Number of children with Parent B”

Enter the number of children that reside with Parent A and the number of children that reside with Parent B.

- This section of the split parenting worksheet contains separate columns to perform calculations for children in each household.
- There are four columns to enter calculations; the first two columns are calculations for children that are in parent A’s household and the last two columns are for children in parent B’s household.

Line 18a

“Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent’s adjusted gross income on Line 14 for the number of children with each parent. If either parent’s Line 14 amount is less than the lowest income amount on the Basic Schedule, enter ‘960’”

For each parent use the income amounts on Line 14, and find the corresponding cell on the schedule for the number

of children of this order in each household. Enter the amount on Line 18a. If either parent’s Line 14 amount is less than the lowest income amount on the basic schedule, enter “960.” Figures will be entered for both parents for both households, depending on the number of children in each household. This is the amount of child support based on the parent’s individual income only.

Line 18b

“Using the Basic Child Support Schedule, enter the amount from the corresponding cell for the parents’ combined adjusted annual gross income on Line 16 for the number of children with each parent. If Line 16 amount is less than lowest income amount on the Basic Schedule, enter ‘960’”

Use the combined income amount for both parents on Line 16 and find the corresponding cell on the schedule for the number of children on the order in each household. Enter the amount on Line 18b. This is the amount of child support for both parents based on the parents’ combined income.

If the parents’ combined income is less than the lowest income amount of \$8,400 on the basic schedule, enter \$960 for the obligation.

Line 18c

“Multiply the amount on Line 18b by Line 17 for each parent and enter the amount”

For each parent multiply the combined obligation amount listed on Line 18b by the income share percentage from Line 17. This will determine each parent’s obligation based on income shares.

Line 18d

“Enter the lower of Line 18a or Line 18c for each parent, if less than ‘960,’ enter ‘960’”

For each parent, enter the lower amount from Line 18a or Line 18c. If the amount is less than “960,” enter “960” on Line 18d. This is the basic annual obligation amount for each parent.

Line 19

“Parenting Time Order”

Enter the requested information on Lines 19a and 19b to indicate if a parent has a parenting time order and to allow for an adjustment for a parent or parents when a court has issued or is issuing a court-ordered parenting time order that equals or exceeds ninety overnights per

²⁰ ORC 3119.05

year. The annual individual support obligation for that parent shall be reduced by ten per cent.²¹

- If the parties desire a different adjustment for extended parenting time, they must request a deviation through court.

Line 19 only applies to the non-custodial parent for each household.

- When completing the calculation for parent A as the custodial parent, enter only the information for parent B as the non-custodial parent, if a parenting time order has been granted. Parent A's box will be shaded out so that the only enterable information is for parent B as the non-custodial parent.
- When completing the calculation for parent B as the custodial parent, enter only the information for parent A as the non-custodial parent, if a parenting time order has been granted. Parent B's box will be shaded out so that the only enterable information is for parent A as the non-custodial parent.

Line 19a

"Enter "Yes" for any parent for whom a court has issued or is issuing an order for parenting time that equals or exceeds ninety overnights per year"

Mark "Yes" for the parent who has an order through the court for parenting time that equals or exceeds ninety overnights per year.

Line 19b

"If Line 19a is checked, use the amount for that parent from Line 18d and multiply it by 10% or .10, and enter this amount. If Line 19a is blank enter '0'"

For any parent for whom a court has issued or is issuing an order for parenting time that equals or exceeds ninety overnights per year, multiply Line 18d by 10% or by .10 and enter the amount on Line 19b to determine the adjustment they will receive.

Line 20

"Derivative Benefit"

"Enter any non-means-tested benefits, received by the child(ren) subject to the order"

Enter the amount of the non-means-tested benefits, received by the child(ren) subject to the order; if no benefit amount received, enter "0."

Line 20 only applies to the non-custodial parent for each household.

- When completing the calculation for parent A as the custodial parent, enter only the information for parent B as the non-custodial parent if a derivative benefit is received by the child(ren) subject to the order. Parent A's box will be shaded out so that the only enterable information is for parent B as the non-custodial parent.
- When completing the calculation for parent B as the custodial parent, enter only the information for parent A as the non-custodial parent if a derivative benefit is received by the child(ren) subject to the order. Parent B's box will be shaded out so that the only enterable information is for parent A as the non-custodial parent.

Additional Information:

- For purposes of this Line item, a derivative benefit is any non-means-tested benefit received by the child(ren) subject to the order resulting from the claims of either parent.
- This benefit amount shall be subtracted from that parent's annual child support obligation after all other adjustments have been made. If the non-means tested benefit exceeds the child support obligation of the parent claiming the benefit, the child support obligation for that parent shall be zero.²²
- Non-means-tested benefits may include, but are not limited to some Social Security or Veterans' benefits.

Line 21

"Child Care Expenses"

If either parent has child care costs, enter the requested information for Lines 21a through 21r for both parents. Use the documentation provided by the parent(s) to determine the amount paid for child care for the child(ren) of this order. If neither parent has out-of-pocket child care costs, enter "0" on Line 21r for each parent and proceed to Line 22.

- Child care cost is determined necessary to allow a parent to work or for activities related to employment training.²³

²¹ ORC 3119.051

²² ORC 3119.05

²³ ORC 3119.05

- There is a 12-year old age limit for this credit to be given on the worksheet. This will be rebuttable for circumstances such as disabled children.
- The child care cost used in the calculation for child support purposes shall exclude any reimbursed or subsidized child care cost, including any state or federal tax credit for child care available to the parent or caretaker, whether or not claimed.²⁴

In the first set of columns, enter the information based on Parent A as the custodial parent. In the second set of columns, enter the information based on Parent B as the custodial parent. Follow the columns straight down when entering information. Information cannot be entered for a parent when the cell is shaded.

Line 21a

“Annual child care expenses for children with each parent (Less any subsidies)”

Enter the total annual amount of out-of-pocket child care costs for work or for activities related to employment training, for each parent who pays for children with each parent. If a parent does not pay any annual child care expenses, enter “0” for this line.

Subsidies and reimbursements received by the parent paying for the child care are not to be included.²⁵ This Line represents out-of-pocket costs only.

“Children with Parent A”

Line 21b

“Age”

Enter the age of each child that is in Parent A’s household for which the parent is paying child care costs. If there are multiple children, enter the age of each child.

Note: Lines 21b to 21e are completed for each child on the order based on the number of child(ren) in Parent A’s household. There are six columns to allow for up to six children. If there are more than six children in Parent A’s household, complete this calculation on an additional page.

Line 21c

“Max”

Use the following table (Table 2) to determine the maximum allowable child care costs for the purposes of child support for children in Parent A’s household, and enter the amount on Line 21c for each child.

If there are multiple children in Parent A’s household that child care costs are being paid for, enter the amount for each child.

Age	Annual Amount
Infant - New born through 17 months	\$11,464
Toddler -18 months through 35 months	\$10,025
Pre-school - 3 years old through 5 years old	\$8,600
School-age - 6 years old through 12 years old	\$7,290

Line 21d

“Actual”

Enter the out-of-pocket child care costs for work or for activities related to employment training, that each parent pays for each child in Parent A’s household.

If there are multiple children in Parent A’s household that child care costs are being paid for, enter the individual amount for each child.

Line 21e

“Lowest”

Enter the lesser of either the maximum allowable child care cost for each child(ren) in Parent A’s household from Line 21c, or the actual out-of-pocket cost for each child(ren) in Parent A’s household from Line 21d.

If there are multiple children in Parent A’s household that child care costs are being paid for, enter the individual amount for each child.

“Children with Parent B”

Line 21f

“Age”

Enter the age of each child that is in Parent B’s household for which the parent is paying child care costs. If there are multiple children, enter the age of each child.

²⁴ ORC 3119.05
JFS 07766 (3/2019)

²⁵ ORC 3119.05

Note: Lines 21f to 21i are completed for each child on the order based on the number of child(ren) in Parent B's household. There are six columns to allow for up to six children. If there are more than six children in Parent B's household, complete this calculation on an additional page.

Line 21g

"Max"

Use the following table (Table 2) to determine the maximum allowable child care costs for the purposes of child support for children in Parent B's household, and enter the amount on Line 21g for each child.

If there are multiple children in Parent B's household that child care costs are being paid for, enter the amount for each child.

Age	Annual Amount
Infant - New born through 17 months	\$11,464
Toddler -18 months through 35 months	\$10,025
Pre-school - 3 years old through 5 years old	\$8,600
School-age - 6 years old through 12 years old	\$7,290

Line 21h

"Actual"

Enter the out-of-pocket child care costs for work or for activities related to employment training, that each parent pays for each child in Parent B's household.

If there are multiple children in Parent B's household that child care costs are being paid for, enter the individual amount for each child.

Line 21i

"Lowest"

Enter the lesser of either the maximum allowable child care cost for each child(ren) of the order from Line 21g, or the actual out-of-pocket cost for each child(ren) of the order from Line 21h.

If there are multiple children of the order that child care costs are being paid for, enter the individual amount for each child.

Line 21j

"Enter total of Line 21e for the children with Parent A"

Add together the amounts for each child with Parent A on Line 21e and enter the total amount on Line 21j.

Line 21k

"Enter total of Line 21i for the children with Parent B"

Add together the amounts for each child with Parent B on Line 21i and enter the total amount on Line 21k.

Line 21l

"Enter the eligible federal and state tax credits"

If Line 21a is "0," enter "0" on this line as well.

If Line 21a is greater than "0," enter the eligible federal and state tax credits for the parent(s) paying actual child care costs. If both parents are paying child care costs, enter the eligible federal and state tax credits for both parents.

Note: The amount that will be entered on Line 21l is the total of all federal and state tax credits for child care available.²⁶ They will apply whether or not the parent paying the child care actually claims the tax credit.

Additional Information:

Accurately completed state and federal tax forms may be required to arrive at a figure to be entered on Line 21l. For more information see: IRS Publication 503; IRS Form 2441; Instructions for IRS Form 2441; Ohio Instructions for Filing: Individual Income Tax/School District Income Tax.

Line 21m

"Line 21j minus combined amounts of Line 21l"

Subtract the combined amounts of Line 21l (any eligible tax credits from the child care paid) from the first set of columns where Parent A is the custodial parent, from Line 21j and enter on Line 21m, to determine the adjusted child care expenses.

Line 21m is completed for children with Parent A.

²⁶ CSPM 5101:12-1-17
JFS 07766 (3/2019)

Line 21n

"Line 21k minus combined amounts of Line 21l"

Subtract the combined amounts of Line 21l (any eligible tax credits from the child care paid) from the second set of columns where Parent B is the custodial parent) from Line 21k) and enter on Line 21n, to determine the adjusted child care expenses.

Line 21n is completed for children with Parent B.

Line 21o

"Multiply Line 21m and Line 21n by Line 17 for each parent; (if Line 15 is checked for the parent, use the lower percentage amount of either Line 17 or 50.00% to determine the parent's share). This is the annual child care cost for each parent"

Multiply Line 21m by Line 17 for each parent and enter on the first set of columns where Parent A is the custodial parent. Multiply Line 21n by Line 17 for each parent and enter on the second set of columns where Parent B is the custodial parent; this will give the annual allowable cost for child care that each parent is responsible for based on the income shares of the parents.

Note: If a parent has Line 15 checked, use the percentage amount on Line 17, or use 50.00%, whichever is the lower percentage amount, to determine the parent's share of the annual child care costs.

Line 21p

"Line 21o minus Line 21a. If calculation results in a negative amount, enter '0'"

Take the amount in Line 21o and subtract the amount in Line 21a for each parent. Enter the amounts in the first set of columns for Parent A as the custodial parent. If this results in a negative amount, enter "0."

Enter the amounts in the second set of columns for Parent B as the custodial parent. If this results in a negative amount, enter "0."

This removes the actual child care cost that the party is already paying out of pocket for the child(ren) of this order, from their income share on Line 21o.

Line 22

"Adjusted Child Support Obligation (Line 18d minus Line 19b minus Line 20 plus Line 21p; if calculation results in a negative amount, enter "0"). Annual child support obligation"

Take the child support obligation on Line 18d and subtract the amounts for the parenting time order and derivative

benefit on Line 19b and Line 20. Then add that amount to the child care costs on Line 21p. Enter the calculated amount on Line 22. If the calculation results in a negative amount, enter "0". This is the adjusted annual child support obligation for each parent.

Line 22 only applies to the non-custodial parent for each household.

- When completing the calculation for parent A as the custodial parent, enter only the information for parent B's adjusted child support obligation. Parent A's box will be shaded out so that the only enterable information is for parent B as the non-custodial parent.
- When completing the calculation for parent B as the custodial parent, enter only the information for parent A's adjusted child support obligation. Parent B's box will be shaded out so that the only enterable information is for parent A as the non-custodial parent.

V. Cash Medical

Line 23

"Cash Medical Obligation"

Enter the amounts on Lines 23a and 23b to determine the cash medical obligation for children subject to this order in each household.

Each parent will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child(ren) of the order in each household. The annual cash medical amount is \$388.70 per child for each child of the order. Any medical expenses over \$388.70 per year will be considered extraordinary medical expenses.

Line 23a

"Annual combined cash medical support obligation"

Enter the annual combined cash medical support obligation for the children subject of this order in each household. The annual cash medical obligation is \$388.70 per child for the child(ren) with each parent. Use the following table to determine the cash medical obligation for the number of children of the order:

Number of Children	Annual Cash Medical Amount
1 Child	\$388.70
2 Children	\$777.40
3 Children	\$1,166.10
4 Children	\$1,554.80
5 Children	\$1,943.50
6 Children	\$2,332.20

Note: If there are more than six children on the order, add an additional \$388.70 for each child thereafter.

Line 23b

"Multiply Line 23a by Line 17 for each parent. This is the annual cash medical obligation for each parent"

Take the amount from Line 23a and multiply it by the percentage of each parent's income found on Line 17. This amount is each parent's responsibility of the annual cash medical order.

Line 23 only applies to the non-custodial parent for each household.

- When completing the calculation for parent A as the custodial parent, enter only the information for parent B's cash medical support obligation. Parent A's box will be shaded out so that the only enterable information is for parent B as the non-custodial parent.
- When completing the calculation for parent B as the custodial parent, enter only the information for parent A's cash medical support obligation. Parent B's box will be shaded out so that the only enterable information is for parent A as the non-custodial parent.

VI. Recommended Monthly Orders for Decree

Line 24

"ANNUAL CHILD SUPPORT AMOUNT (Line 22)

Enter the child support obligation for each parent from Line 22.

In the "NET SUPPORT OBLIGATION" column on Line 24, enter the difference between parent A's obligation and parent B's obligation (the higher obligation minus the lower obligation).

Note: The parent with the higher obligation will be the child support obligor for all children subject to this order. (If the calculation is done for Line 32, the child support obligor will not be determined until that line item is completed).

Line 25

"MONTHLY CHILD SUPPORT AMOUNT (Net Support Obligation amount from Line 24, divided by 12)"

Use the "NET SUPPORT OBLIGATION" from Line 24 and divide that amount by 12. Enter this amount in the column for the child support obligor (the parent with the higher obligation on Line 24).

Note: ONLY one amount will be listed on Line 25, in the column for parent A's obligation, OR parent B's obligation, NOT BOTH.

Line 26

"Line 26 is ONLY completed if the court orders any deviation(s) to child support. (See sections 3119.23, 3119.231 and 3119.24 of the Revised Code)"

The court may order a deviated amount of child support that would otherwise result from the use of the basic child support schedule and the worksheet.²⁷ See ORC sections 3119.23, 3119.231 and 3119.24 for factors the court may consider in granting a deviation and other relevant deviation information.

Note: The court may have granted an upward or downward deviation as a specific dollar amount or a percentage value. If a percentage value was granted, convert the percentage to a dollar amount to enter on the worksheet. A court may also order multiple deviations (e.g. under sections 3119.23 or 3119.231 of the Revised Code) and one may be an upward deviation and the other may be a downward deviation.

Line 26a

"For 3119.23 factors (Enter the monthly amount)"

Enter the monthly deviation amount, if applicable.

The CSEA cannot grant a deviation. This can only be done by the court. If the court child support order under review contains a deviation, the CSEA shall apply the deviation from the existing order to the revised amount of child support, as long as the CSEA can determine the monetary or percentage value of the deviation.²⁸

²⁷ ORC 3119.22
JFS 07766 (3/2019)

²⁸ ORC 3119.63

Line 26b

"For 3119.231 extended parenting time (Enter the monthly amount)"

Enter the amount that the courts determine should be deviated from the guidelines on Line 26b.

Line 26c

Total of amounts from Line 26a and Line 26b

Combine the amounts from Line 26a and 26b, and enter the amount on Line 26c.

Line 27

DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 25 plus or minus Line 26c)

Enter the deviated monthly child support amount by adding or subtracting Line 26c from Line 25. Line 27 is ONLY completed if there is an amount on Line 26c.

Line 28

"ANNUAL CASH MEDICAL AMOUNT (Line 23b)"

Enter the cash medical obligation for each parent from Line 23b.

In the "NET SUPPORT OBLIGATION" column on Line 28, enter the difference between parent A's cash medical obligation and parent B's cash medical obligation (the higher obligation minus the lower obligation).

Line 29

"MONTHLY CASH MEDICAL AMOUNT (Net Support Obligation amount from Line 28, divided by 12)"

Use the "NET SUPPORT OBLIGATION" for cash medical from Line 28 and divide that amount by 12. Enter this amount in the column for the parent with the higher obligation on Line 28.

Note: Only one amount will be listed on Line 29, in the column for either parent A's obligation or parent B's obligation, NOT BOTH.

Line 30

"Line 30 is ONLY completed if the court orders a deviation to cash medical (See section 3119.303 of the Revised Code)"

Note: The court may have granted an upward or downward deviation as a specific dollar amount or a percentage value. If a percentage value was granted, convert the percentage to a dollar amount to enter on the worksheet.

Line 30

"Cash Medical Deviation amount (Enter the monthly amount)"

Enter the monthly deviation amount, if applicable.

The CSEA cannot grant a deviation. This can only be done by the court. If the court cash medical support order under review contains a deviation, the CSEA shall apply the deviation from the existing order to the revised amount of cash medical, as long as the CSEA can determine the monetary or percentage value of the deviation.

Line 31

"DEVIATED MONTHLY CASH MEDICAL AMOUNT (Line 29, plus or minus Line 30)"

Enter the deviated monthly cash medical support amount by adding or subtracting Line 30 from Line 29. Line 31 is ONLY completed if there is an amount on Line 30.



"Lines 32 and 33 are **ONLY** completed if you have one parent with a child support obligation (Line 25 or Line 27) and the other parent with a cash medical obligation (Line 29 or Line 31)."

Line 32

"Enter amounts from Line 25 or Line 27 and Line 29 or Line 31"

Enter Line 25 or Line 27 in the respective parent column. Enter Line 29 or Line 31 in the respective parent column. In the "NET SUPPORT OBLIGATION" column on Line 32, enter the difference between parent A's obligation and parent B's obligation (the higher obligation minus the lower obligation).

Note: The parent with the higher obligation will be the child support and cash medical support obligor for all children subject to this order.

Line 33

"MONTHLY SUPPORT AMOUNT (Net Support Obligation amount from Line 32)"

Use the "NET SUPPORT OBLIGATION" from Line 32 and enter this amount in the column for the child support obligor (the parent with the higher obligation on Line 32).

Note: ONLY one amount will be listed on Line 33, in the column for parent A's obligation, OR parent B's obligation, **NOT BOTH.**

Line 34

"Enter **ONLY** the total monthly obligation for the parent ordered to pay support (Line 25 or Line 27, plus Line 29 or Line 31, or Line 33)"

For the parent ordered to pay child support, add Line 25 or Line 27 and Line 29 or Line 31. Enter this amount in Line 34 to get the total monthly obligation. If there is an amount in Line 33, enter only that amount on Line 34. The support order amount includes both child support and cash medical support.

Tables

Table 1. Obligation Multipliers for Seven or More Children²⁹

Number of Children	Multiplier Using 3-Child Amount as Base
7 Children	1.440 X 3-child amount
8 Children	1.540 X 3-child amount
9 Children	1.638 X 3-child amount
10 Children	1.734 X 3-child amount
11 Children	1.827 X 3-child amount
12 Children	1.919 X 3-child amount
13 Children	2.008 X 3-child amount
14 Children	2.096 X 3-child amount
15 Children	2.182 X 3-child amount

Table 2. Maximum Allowable Child Care Costs³⁰

Age	Annual Amount
Infant - New born through 17 months	\$11,464
Toddler -18 months through 35 months	\$10,025
Pre-school - 3 years old through 5 years old	\$8,600
School-age - 6 years old through 12 years old	\$7,290

Table 3. Cash Medical Obligation³¹

Number of Children	Annual Cash Medical Amount
1 Child	\$388.70
2 Children	\$777.40
3 Children	\$1,166.10
4 Children	\$1,554.80
5 Children	\$1,943.50
6 Children	\$2,332.20

²⁹ ORC 3119.021

³⁰ 2016 Child Care Market Rate Survey, as required by ORC 3119.05

³¹ Medical Expenditure Panel Survey (MEPS), 2015, conducted by the U.S. Health Services for health care research and quality, as required by ORC 3119.302

JFS 07766 (3/2019)

Appendix

The Appendix contains the following JFS Forms to complete a guideline calculation. Please see the following pages for the:

- JFS 07767, "Basic Child Support Schedule"
 - JFS 07768, "Sole/Shared Child Support Computation Worksheet"
 - JFS 07769, "Split Parenting Child Support Computation Worksheet"
-

- The rules and forms in the Child Support Program Manual (CSPM) can be accessed at:

<http://emanuals.jfs.ohio.gov/>

Or on the ODJFS Forms Central Internet page at:

<http://www.odjfs.state.oh.us/forms/inter.asp>

- A web version of the Ohio Child Support Calculator can be found at:

<https://ohiochildsupportcalculator.ohio.gov/home.html>

Please Note: The Ohio Child Support Calculator provides an estimate of the support obligation that may or may not be used in a court or administrative support order.

**WARREN COUNTY DOMESTIC RELATIONS
UPDATE**



WARREN COUNTY COMMON PLEAS COURT
Domestic Relations Division

Jeffrey T. Kirby, Judge
Diana Flint, Court Administrator
Lisa Evans, Bailiff

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www.warrencountydomesticrelations.com

Domestic Relations Court Update
November 30, 2018

Gang,

What follows is a list of new developments with the Domestic Relations Court, some because of changes in the law and others because of decisions on our part to make the Court the best it can be.

Filing Fee For New Divorce/Dissolution Cases Increased

- \$350.00 – For new cases with children, effective **January 1, 2019**
- \$250.00 – For new cases without children, no change from before
- \$ 75.00 – Post-decree motions, no change from before

Final Court Costs Payment Policy

Before attorneys and/or the litigants can receive their final order, whether it is a Divorce or Dissolution Decree or Post-Decree Entry, all court costs due at that time shall be paid in full. Effective date: **January 1, 2019**.

This will address a consistent problem of collecting past-due court costs. This requirement is consistent with practices in neighboring counties.

Parenting Class Change

The Court will now use the services of Randall Wheeler of the Currahee Center (<http://www.curraheecenter.org>) for the parenting class that all parents in a new divorce or dissolution must attend. Litigants will receive the attached brochure that contains all the information necessary about signing up for and attending the class. All registration is done online. The Court will also have information at our service center and online. The cost of the class is still part of the court costs, so there is no additional fee that is due at registration. This will be effective in **January 2019**.

As many of you might know, Mr. Wheeler has already enjoyed a great deal of success in working with high-conflict parenting cases in a four-week program for the Warren County Juvenile Court.

Our Domestic Relations Court parenting class will be a shorter, modified version of that H.O.P.E. program he does through the Juvenile Court -- three hours.

We are excited about this change. We have worked hard for more than a year to make it happen. Our intention is to encourage all parents right from the beginning of their case to bring the best of themselves for the betterment of their children. Mr. Wheeler brings his years of experience and proven methods to help parents work through the difficulties of a divorce in a way that best helps their children. Attorneys are encouraged to attend a session to see how this can be done.

Temporary Parenting Orders

As most of you know, we changed the Parenting Affidavit over a year ago to require parents to tell us how long the parents have been separated and what parenting schedule they have followed since separation. Quite frankly, this was done because too many times parents were asking for Temporary Parenting Orders they wanted at the moment, even if it was drastically different from what had been in place for a significant period of time since separation. We do not expect parents to live forever with a schedule that was intended to be temporary, but we also do not believe a parent should get an immediate change just because he or she was the first to file for divorce.

We have also started drafting our own Temporary Parenting Orders. This has been done for several reasons:

1 -- We prefer the terms 'Father' and 'Mother' instead of the terms 'Plaintiff' and 'Defendant.' In same sex marriages, we will use the parents' first names. For one thing it is difficult to remember which parent is the Plaintiff and which one is the Defendant without having to go back to the case caption. For another thing, perhaps the most significant reason, the term 'Defendant' is used in a derogatory manner in horrendous criminal cases, which has no place in a case involving two otherwise good people who are divorcing one another -- no matter how much animosity exists. As a result, the Court's Temporary Parenting Orders refer only to Mother and Father.

2 -- We use the terms 'residential parent' and 'parenting time' instead of 'custody' and 'visitation.' The law implemented those new terms in 1991 to get away from the misconception that children are possessions to be owned by one parent who exerts total control and dominion over the other. We feel that if we are employing mediation, early neutral evaluation, and a new parenting class to encourage parents to elevate their behavior for the benefit of their children, we prefer to start that process right from the beginning.

Spousal Support Change

By order of Congress, spousal support orders made after December 31, 2018 will no longer be deductible by the obligor nor taxable to the obligee. All orders made prior to that date will not be affected by the change. Effective date: **January 1, 2019**

Accordingly, the Court is exploring all various proposals on how to make new spousal support orders that are both consistent and fair. At the recent D.R. Bench/Bar Conference held on November 8, 2018, we discussed those proposals.

We have started issuing Temporary Orders for spousal support that are NOT included in the obligee's gross income for tax filing purposes, and likewise not deductible by the obligor. We started doing this in November 2018 because it is anticipated that litigants in these cases will not be divorced by the end of the year, which means they will likely file a joint tax return for tax year 2018. As such, there appears to be no need to craft an award that helps the obligor on his or her individual tax return, since there is not likely to be one.

We anticipate good attorneys will analyze this new development from both ends of the spectrum and raise good arguments for the Court to consider – as happens in many areas of the law. Therefore, the Court regards this area of the law as a work in progress.

For now, here is what the Court has been doing. In this illustration, one spouse earns \$180,000.00 (for this example, we will regard this spouse as the Husband) and the other (we'll refer to her as Wife) earns \$35,000.00. They have been married 12 years.

Husband	Wife
\$180,000.00	\$35,000.00
- 32,089.50 (initial Federal tax)	- 952.50 (initial Federal tax)
- 6,016.00 (32% in excess of \$161,200)	- 2,613.00 (12% in excess of \$13,225)
<u>\$ 38,105.50 Federal tax</u>	<u>\$ 3,565.50 Federal tax</u>
\$141,894.50 after tax	\$31,434.50 after tax
\$110,460.00 difference in incomes after tax	
<u> x.30</u>	
\$ 33,138.00 divided by 12 = \$2,761.50 per month from Husband to Wife	

If they have children, the amount of child support paid must be subtracted from the parent who pays child support. This will arrive at a spousal support amount. Then a new child support calculation must be run factoring in the spousal support.

Of course, every case is different, so we expect all good attorneys to argue what he or she believes is appropriate in their particular case.

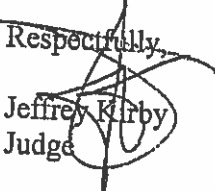
Rule 4 Service On Contempt Cases

We subscribe to the line of cases that hold that service must be obtained by Civ. R. 4 on a motion for contempt. We believe that if a litigant intends to hold the other in contempt and potentially expose them to a jail sentence, proper service must be made other than simply serving the other attorney. We have had too many attorneys say they never received the motion and too many litigants say their attorneys never advised them of the motion. Accordingly, while all other motions can be served on the other attorney, a motion for contempt must comply with Civ. R. 4.

Child Support Change

By order of the Ohio Legislature, the way in which child support calculations are conducted will be entirely re-vamped. Effective date: **March 28, 2019**. The list of changes is too extensive to recite here, so all attorneys are expected to educate themselves on the new way of calculating child support before that law goes into effect.

That's all for now.

Respectfully,

Jeffrey Kirby
Judge

**REVIEWS FROM PAST
ATTENDEES**

"The parenting class not only helped me in my broken relationships, but dealing with the issues of life more effectively as a single parent. It was help in the time of need."

-Janet

"The class helped me to understand how to have a healthier perspective of co-parenting with practical tools."

-Rebecca

"I really believe this class has helped me to think, feel and act differently about my current situation."

-Thomas

"I was very reluctant to attend this class because my significant other was going to be there. But after the class, I realized a better future was a choice and new perspective away."

-Pam

"The class met all my expectation and more. I highly recommend this class for co-parenting issues. Thanks again."

-Sara

Warren County Court of Common Pleas
Division of Domestic Relations
500 Justice Drive
Lebanon, Ohio 45036
(513) 695-1344

**WARREN COUNTY
DOMESTIC RELATIONS
COURT**

HOPE
FOR FAMILIES IN
DIVORCE
PARENTING CLASS

Presented by:
Currahee Center LLC
www.curraheecenter.org

Co-Parenting with Children in Mind

HOPE FOR FAMILIES IN DIVORCE CLASS

Divorce is a very stressful experience for parents and children. Although partners may decide to end their marriage, their children will always need both their parents to be a part of their lives.

The Objectives of this three hour seminar:

- Developing a better understanding of self and perspective as a person after separation.
- Developing communication skills for navigating through conflict and anger in co-parenting and children's issues.
- Developing resources and tools to aid the restructuring of the family for the future.



WHO MUST ATTEND?

By Local Rule of the Warren County Court of Common Pleas, Division of Domestic Relations, all parents with minor children under the age of 16 who are parties to a divorce, dissolution, or legal separation or by order of the presiding judge shall attend. Attendance is required prior to your final hearing.

TIME

Two seminars will be held each month. A daytime and an evening session are available. Each parent is required to attend one 3-hour session. Participation cannot be guaranteed for anyone arriving more than 5 minutes late.

FEE

The fee for the seminar is included in your court filing fee.

If you are attending post decree, you must pay your fee in advance and show your receipt to be admitted into the class.

REGISTRATION

Both parties must register thirty (30) days in advance by visiting:

[www.co.warren.oh.us/
domestic_relations_court/](http://www.co.warren.oh.us/domestic_relations_court/)

The parties will need their case number in order to complete registration.

Certificates of attendance will be given to participants who complete the entire session. The program will notify the court of your attendance.

LOCATION

Warren County Court of Common Pleas
Division of Domestic Relations
500 Justice Drive
Lebanon, Ohio 45036
(513) 695-1344

* Please do not bring children to the seminar. Child care is not provided.

**CLERMONT COUNTY FORMS – CHILD
SUPPORT**

The Obligor pays support and the Obligee receives support. _____ (Parent) is the child support Obligor. _____ (Parent) is the child support Obligee.

The full name and date of birth of each child who is the subject of the child support order:

Name:

Date of Birth:

_____	_____
_____	_____
_____	_____

_____ (Parent) provides private health insurance for the child/ren that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is being provided in accordance with R.C. 3119.302(A)(2).

The child support worksheet is attached and incorporated. Effective _____ (date), Obligor will pay support as follows:

_____ Child Support including 2% processing fee
_____ Cash Medical Support including 2% processing fee
_____ Spousal Support including 2% processing fee
_____ Total Monthly Order

Choose one of the following:

Obligor's obligations for child support and cash medical support do not deviate from the actual annual obligation on the child support worksheet.

OR

Obligor's obligation for (check one or both of the following)

- child support
- cash medical support

deviate from the actual annual obligation on the child support worksheet because, pursuant to R.C. 3119.22, the actual annual obligation is unjust, inappropriate and not in the best interest of the child/ren for the following reason(s):

Any credit or arrearage of support on the Child Support Enforcement (CSE) records is preserved.

All support under this order must be withheld or deducted from Obligor's income or assets pursuant to a withholding or deduction notice or appropriate order in accordance with R.C. Chapters 3119, 3121, 3123 and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38. CSE will pay support to Obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

Until the withholding/deduction order goes into effect, Obligor must pay support through the Ohio Child Support Payment Central (CSPC), as set forth below. If Obligor sends a payment directly to Obligee, that payment is a gift and not in satisfaction of support. Support will continue until further order of the Court unless it terminates earlier by law. Support will terminate when the child reaches age 18 or graduates from high school, whichever occurs second. Support will continue up to age 19 as long as the child attends an accredited high school on a continuous and full time basis. Support will not continue past age 19 unless specifically provided by Court order.

Payments to CSPC must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payment may be made by personal check, certified check, cashier's check, or money order. The payment must include the Court case number and the SETS number. If the SETS number is not available, then the payment must include Obligor's Social Security number.

Regardless of the frequency or amount of the support payments, CSE will administer the order on a monthly basis in accordance with R.C. 3121.51 to 3121.54. Payments must be made as ordered by the Court.

Obligee must notify CSE immediately and Obligor may notify CSE of any reason to terminate the support order. A willful failure to notify CSE is contempt of court. Reasons include but are not limited to the following:

- A. the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18;
- B. the child's death, marriage, emancipation, deportation, or enlistment in the armed services; or
- C. the change of legal custody of the child.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE;

WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

The following information is provided in accordance with R.C. 3119.32 and 3121.30:

Parent's Name

Parent's Name

SS#: xxx-xx- _____ DOB: _____

SS#: xxx-xx- _____ DOB: _____

Telephone #: _____

Telephone #: _____

Current Address:

Current Address:

Email Address _____

Email Address _____

SCHIMPF, GINOCCHIO & KEHRES

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Ned A. Schimpf
(1936-1985)

FAX COVER SHEET

Deliver To: Billing
Company: Mercy Hospital
Fax Number: 952-5570
cc:

Date: March 15, 2019
Total Pages: 3 (including cover sheet)
From: Hilary Raible
Paralegal
Re: *Taylor Krimmer*
11/19/1990

The original of this document will be sent by:

- | | | | |
|--------------------------|----------------|-------------------------------------|--|
| <input type="checkbox"/> | Ordinary Mail | <input type="checkbox"/> | Overnight Courier |
| <input type="checkbox"/> | Messenger | <input checked="" type="checkbox"/> | This will be the only form of delivery |
| <input type="checkbox"/> | Certified Mail | <input type="checkbox"/> | InterOffice Mail |

Comments:

44112

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE

The information contained in this facsimile is attorney-client privileged and confidential information intended only for the use of the individual or entity names above. If the reader of this message is not the intended recipient, you are hereby notified that any examination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. You will be reimbursed for any telephone and postage expenses incurred.

The Obligor pays support and the Obligee receives support. _____ (Parent) is the child support Obligor. _____ (Parent) is the child support Obligee.

The full name and date of birth of each child who is the subject of the child support order:

Name:

Date of Birth:

_____	_____
_____	_____
_____	_____

Private health insurance for the child/ren through a group policy, contract, or plan is not available at a reasonable cost and is not being provided in accordance with R.C. 3119.302(A)(2).

The child support worksheet is attached and incorporated. Effective _____ (date), Obligor will pay support as follows:

_____ Child support **including** 2% processing fee
_____ Cash Medical Support **including** 2% processing fee
_____ Spousal support **including** 2% processing fee
_____ **Total Monthly Order**

Choose one of the following:

Obligor's obligations for child support and cash medical support do not deviate from the actual annual obligation on the child support worksheet.

OR

Obligor's obligation for (check one or both of the following)

- child support is deviated by _____% or \$_____
- cash medical support is deviated by _____% or \$_____

The support deviates from the actual annual obligation on the child support worksheet because, pursuant to R.C. 3119.22, the actual annual obligation is unjust, inappropriate and not in the best interest of the child/ren for the following reason(s):

Any credit or arrearage of support on the Child Support Enforcement (CSE) records is preserved.

All support under this order must be withheld or deducted from the income or assets of Obligor pursuant to a withholding or deduction notice or appropriate order in accordance with R.C. Chapters 3119, 3121, 3123 and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38. CSE will pay support to the Obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

Until the withholding/deduction order goes into effect, Obligor must pay support through the Ohio Child Support Payment Central (CSPC), as set forth below. If Obligor sends a payment directly to Obligee, that payment is a gift and not in satisfaction of support. Support will continue until further order of the Court unless it terminates earlier by law. Support will terminate when the child reaches age 18 or graduates from high school, whichever occurs second. Support will continue up to age 19 as long as the child attends an accredited high school on a continuous and full time basis. Support will not continue past age 19 unless specifically provided by Court order.

Payments to CSPC must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payment may be made by personal check, certified check, cashier's check, or money order. The payment must include the Court case number and the SETS number. If the SETS number is not available, then the payment must include the Obligor's Social Security number.

Regardless of the frequency or amount of the support payments, CSE will administer the order on a monthly basis in accordance with R.C. 3121.51 to 3121.54. Payments must be made as ordered by the Court.

Obligee must notify CSE immediately and Obligor may notify CSE of any reason to terminate the support order. A willful failure to notify CSE is contempt of court. Reasons include but are not limited to the following:

- A. the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18;
- B. the child's death, marriage, emancipation, deportation, or enlistment in the armed services; or
- C. the change of legal custody of the child.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR

ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

The following information is provided in accordance with R.C. 3119.32 and 3121.30:

Parent's Name

SS#: xxx-xx- _____ DOB: _____

Telephone #: _____

Current Address:

Email Address _____

Parent's Name

SS#: xxx-xx- _____ DOB: _____

Telephone #: _____

Current Address:

Email Address _____

The Obligor pays support and the Obligee receives support. _____ (Parent) is the child support Obligor. _____ (Parent) is the child support Obligee.

The full name and date of birth of each child who is the subject of the child support order:

Name:	Date of Birth:
_____	_____
_____	_____
_____	_____

_____ (Parent) provides private health insurance for the child/ren that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is being provided in accordance with R.C. 3119.302(A)(2).

Two child support worksheets are attached and incorporated. Effective _____ (date), Obligor will pay support as follows:

_____	Child Support including 2% processing fee
_____	Cash Medical Support including 2% processing fee
_____	Spousal support including 2% processing fee
_____	Total Monthly Order

Obligor's obligations for child support and cash medical support do not deviate from the actual annual obligation on the child support worksheet. Obligee's obligations for child support and cash medical support are deviated by 100% from his/her actual annual obligation on the child support worksheet because, pursuant to R.C. 3119.22, his/her actual annual obligation is unjust, inappropriate and not in the best interest of the child/ren for the following reason(s):

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- A. the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18;
- B. the child's death, marriage, emancipation, deportation, or enlistment in the armed services; or
- C. the change of legal custody of the child.

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The following information is provided in accordance with R.C. 3119.32 and 3121.30:

Parent's Name

Parent's Name

SS#: xxx-xx-

DOB:

SS#: xxx-xx-

DOB:

Telephone #:

Telephone #:

Current Address:

Email Address

Current Address:

Email Address



TAB F



Karen Riestenberg Brinkman is an attorney in Cincinnati practicing in the areas of domestic relations, family law and mediation. Her firm Brinkman and Associates has been serving Hamilton, Warren and Clermont counties in Ohio since 1998. Mrs. Brinkman received her B.A. degree from Xavier University in 1981 and her J.D. degree from The Ohio State University College of Law in 1984. She has spoken for various professional groups. Mrs. Brinkman is a past chair of the Cincinnati Bar Association Young Lawyers Section, the Greater Cincinnati Women Lawyers Association, the Cincinnati Bar Association's Domestic Relations Court Committee, and the Ohio State Bar Association Family Law Committee. Karen is also trained in collaborative law and loves watching theater in venues all over the tri-state area.

LEGISLATIVE UPDATE

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May 10, 2019

- A. Legislation: Passed and Future
1. H.B. 595 and R.C. 2151.233 effective March 22, 2019 (see Ohio Judicial Conference Enactment News and the DR-Juvenile Jurisdiction Transfer Clean-Up Draft Proposal attached)
 - a. Domestic Relations/Juvenile Jurisdiction - Fixes regarding conflict with UCCJEA and other issue are in the works
 - b. Poverty Affidavit change to 187.5%
 - c. Hamilton County Domestic Relations Court has new forms ready in New Section 10 - \$350.00 filing fee
 2. Child Support - new guidelines effective March 28, 2019
 3. H.B. 407 Dower Bill (OSBA - Neutral - we are not the sponsors)
 - a. passed house - not out of Senate yet
 - b. sponsors and supporters are finally starting to understand why Domestic Relation attorneys oppose the bill

4. OSBA helped stop H.B. 182 which would have allowed the unauthorized practice of law
5. Attached are Todd Book's notes from the 132nd General Assembly

B. OSBA Family Law Committee

1. What is on the Horizon
 - a. The Supreme Court is resistant to suggested changes to Civil Protection Order to allow the Respondents' attorney to have contact with the Petitioner - new forms June 1, 2019
 - b. Custody/Best interest of Family Pets - Alaska recently modified their domestic relations code to include taking into account the well being of animals owned by the parties.
 - c. A possible fix to 3109.04(D)(2) - at the meeting on 4/12/19, the committee unanimously approved adding the unsuitability language back instead of the current confusing best interest language; basically we're adding the Perales standard to the statute
 - d. More Obergefell follow-up?
 - e. Other
 - Shared Parenting Plan issues? Can a GAL file a Plan?
 - Temporary Orders in Juvenile Court

C. OTHER

1. Next meeting of the Cincinnati Bar Association Domestic Relations Committee: June 19, 2019 - 12:00 noon (third Wednesday of every month)
2. Next meeting of the Cincinnati Academy of Collaborative Professionals: Zach Smith (attached)
3. Family Visitation Center at the Children's Home - copy of brochure attached
4. Still need volunteers at the clinic



ENACTMENT NEWS

House Bill 595

Probate Omnibus; DR - Juvenile Jurisdiction Transfer; Uniform Determination of Indigence in Civil Filings

Effective March 22, 2019

On December 21, 2018, the Governor signed House Bill 595, the "Probate Omnibus Bill." Primarily a probate bill, HB 595 was amended prior to enactment to include a procedure for transferring certain cases between the domestic relations and juvenile court and a procedure for the uniform determination of indigence in civil filings. The bill is effective on March 22, 2019.

Consistency of Coroners' Obligations

The bill updates coroners' obligations to relatives of a deceased person under RC 313.14 to make them consistent with the statutes regarding rights of disposition under RC 2108.70 to 2108.90 by requiring the coroner to make "reasonable efforts" to determine and notify the person who has been assigned the rights of disposition and, upon request, transfer personal effects, including firearms, to that person.

Uniform Determination of Indigence in Civil Filings

Prior to enactment, the bill was amended to include changes to RC 1901.26, 1907.24, 2323.30, 2323.31, 2323.311, 2323.33, 2701.09, and 2746.10 to make the process of determination of indigence in civil filings uniform across the State.

Changes made to RC 1901.26 and 2323.30 make it possible for someone to submit a civil filing without paying an advance court cost (e.g. in order to meet a statute of limitations), and prove indigence at a hearing sometime after filing. Unchanged by HB 595, but reiterated in the new statute, a court can at any time have a hearing to determine indigence, especially if the court has reason to believe the status of indigence has changed.

R.C. 2323.311 lists factors the court may consider in making a determination of indigence. RC 2323.311(B)(4) references the Ohio Public Defender standards in Ohio Administrative Code 120-1-03:

- Income, specifically whether annual income is at or below 125% of the Federal Poverty Guidelines.
- Receipt of needs-based, means-tested public assistance, such as TANF, SSI, or SSDI.
- Financial resources, assets, financial obligations, and dependents.

- Where the person resides; for example, whether the person is homeless or institutionalized.
- Basic living expenses, such as food, rent/mortgage, utilities, medical expenses, transportation, and child support.
- Offender's efforts to acquire additional resources, including any limitations to secure paid work due to disability, homelessness, institutionalization, lack of transportation, or driving privileges.

"Slayer Statute" Addition

HB 595 amends RC 2105.19, the so-called "Slayer Statute" that prohibits specified persons from financially benefiting from homicides they caused. The statute was expanded to include involuntary manslaughter pursuant to RC 2903.04(A) that was *not* a proximate result of committing felony aggravated vehicular homicide pursuant to RC 2903.06.

Incorporation of a Trust into a Will

The bill amends RC 2107.05, the "Incorporation by Reference Statute" to clarify the procedure for incorporation of a written trust into a testator's will. New RC 2107.05(B) states that if incorporation of a trust instrument into a will is conditioned on the determination that a bequest or devise to the trustee is otherwise ineffective, the trust instrument must be deposited in the probate court no later than 30 days after final determination of ineffectiveness. The bill requires clear intent if a testator intends to incorporate a trust instrument into a will; intent is manifested through use of the term "incorporate," "made a part of," or similar language (RC 2107.05(C)). New division RC 2107.05(D) requires division (B) and (C) of that statute to apply to the wills of testators who die on or after the effective date, March 22, 2019.

Requirement of Testator Physical Presence at Execution of a Will

The bill modifies the statute on admission of a will to probate to require a testator to be physically present when a will was executed (RC 2107.18 & RC 2107.22).

Deceased Devisee/Anti-lapse Protection

RC 2107.52 provides that when a will makes a gift to a class and a member of the class predeceases the testator, a substitute gift will be made to the descendants of the deceased class member. The bill clarifies that the exception to this "anti-lapse" protection for class gifts in wills and trusts only applies to gifts to multi-generational classes (RC 2107.52(B)(2)(b) & RC 5808.19(B)(2)(b)(ii)).

Fiduciary Funds IOLTA Accounts

The bill modifies the recently enacted IOLTA language from HB 223 of the 132nd General Assembly, effective March 23, 2018. Fiduciaries may still transfer funds to their attorneys for deposit in an IOLTA account, but the deposit no longer requires probate court approval. Funds may now be deposited if they are either nominal in amount (undefined in the bill) or held for a short period of time (also undefined). Prior law required both conditions to be met.

(RC 2109.41 and RC 4705.09). The bill also clarifies that any communication between an attorney and a client acting as fiduciary is privileged (RC 5815.16).

Trust to Age 25 Authority

The bill creates RC 2111.182 to grant judges the authority to create a trust for a minor beneficiary until the beneficiary reaches age 25, when the trust would be in the minor's best interest. This is consistent with the wrongful death statute, RC 2125.03, which grants probate court the discretion to create a trust for a minor beneficiary that extends to age 25. The court will maintain continuing jurisdiction over the settlement until the minor reaches age 25, giving the court discretion to release all or some of the funds before age 25 when appropriate.

Guardianship Service Board Expansion

The bill enacts RC. 2111.52 to grant permissive authority for probate courts to create and raise money for their own guardianship service boards. Previously, only Franklin County had statutory authority to create a guardianship service board. The statute grants courts and their county board of developmental disabilities, county board of addiction and mental health services, and other entities the flexibility to work together to create their own county guardianship service board or join with other counties to create a multi-county board.

Medical Records Release Authority

The bill creates a streamlined procedure for allowing for a person eligible to be appointed as a decedent's personal representative to file an application with the probate court to release the decedent's medical records and medical billing records for the limited purpose of deciding whether or not to file a wrongful death claim. (RC 2113.032).

Domestic Relations – Juvenile Jurisdiction Transfer

Prior to enactment, the bill was amended to include the Domestic Relations – Juvenile Jurisdiction Transfer procedure, which creates new RC 2151.233 through 2151.236, and RC 3109.061, and amends RC 3105.011 and RC 3109.26 to grant Ohio courts with domestic relations jurisdiction authority to hear and determine child support and child custody cases in which the parents are still married but living separately and to enable juvenile courts to certify certain cases to the domestic relations division.

The bill prospectively prohibits juvenile courts from exercising jurisdiction for determining custody or support for a child if the child's parents are 1) married (to each other), 2) the child's parents are no longer married and there is an existing order regarding the child or a sibling of the child for which the juvenile court does not have jurisdiction, or if 3) the order is ancillary to the parents' pending or prior action for divorce, dissolution, annulment or legal separation (RC 2151.233). The authority of the juvenile court to issue an order under RC 2151.23(A)(1) granting custody to a relative or placing a child under a kinship care agreement is not affected (RC 2151.234).

The bill allows for discretionary transfer of jurisdiction on an action or order for support or custody on a child already in effect from a juvenile court to a court with domestic relations jurisdiction if 1) the parents of the child are married to each other and not subject to a pending

divorce, dissolution, legal separation, or annulment, 2) if the parents are no longer married and there is an existing order regarding the child or a sibling of the child for which the juvenile court does not have jurisdiction, 3) if there is a pending divorce, dissolution, legal separation, or annulment and the parents of the child are parties, or 4) the parents of the child are subject to both a child support order and a domestic violence protection order under RC 3113.31. (RC 2151.235(A)).

The bill mandates transfer of jurisdiction on an action or order for support or custody on a child already in effect from a juvenile court to a court with domestic relations jurisdiction if 1) the court with domestic relations jurisdiction, juvenile court, or an interested party makes a motion to transfer jurisdiction, and 2) the domestic relations court receiving jurisdiction consents to the transfer. In any case where a transfer occurs, the juvenile court must certify all or part of the record to the court receiving jurisdiction. (RC 2151.235(B)).

Under the bill, if a child is subject to a support order in domestic relations court and a juvenile court then adjudicates the child to be delinquent, unruly, abused, neglected or dependent and grants custody to an individual or entity other than the as set forth in the domestic relations court order, the juvenile court must notify the domestic relations court and the child support enforcement agency serving the domestic relations court. The agency shall then review the support order. (RC 2151.236).

The bill defines “domestic relations matters” as both matters committed to domestic relations courts under RC 2301.03 and actions and proceedings under Revised Code Chapters 3105, 3109, 3111, 3113, 3115, 3119, 3121, 3123, 3125 and 3127 (RC 3105.011).

The bill eliminates the juvenile court consent requirement for the certification to juvenile court statute (RC 3109.06). The bill also clarifies that nothing in new sections RC 2151.233 to 2151.236 and RC 2301.03 prevents a domestic relations court to certify a case to juvenile court pursuant to RC 3109.04(D)(2) or RC 3109.06 (RC 3109.061).

Determination of Validity of a Trust or Will

The bill allows for a declaratory judgment on the validity of a trust during the settlor’s lifetime pursuant to new Revised Code Chapter 5817 (RC 2721.03).

The bill creates a new Revised Code Chapter 5817. New RC 5817.01 lists definitions relating to the determination of validity of a trust or will. New RC 5817.02, 5817.05, 5817.07 and 5817.10(A) provide for a procedure for a judgment determine validity of a will during the testator’s lifetime. New RC 5817.03, 5817.06 and 5817.10(B) provide for a procedure for a judgment determine validity of a trust during the settlor’s lifetime. If a complaint for validity of a will or trust is filed, the probate court must schedule an adversarial hearing and provide notice to all parties pursuant to the Rules of Civil Procedure (RC 5817.08). The bill provides the burdens of proof for testators or settlors and those who oppose the complaints (RC 5817.09). New RC 5817.12 and 5817.13 clarify that a will or trust declared valid may still be later modified under applicable law. New RC 5817.14 provides disclaimers as to what findings of facts are or are not admissible for evidence in other proceedings.

Although the probate court maintains exclusive jurisdiction to render declaratory judgements involving the validity of the trust of a living settlor, the probate court has discretion to transfer

the proceedings to the court of common pleas, general division, if needed for contested jury trials on contested declarations (RC 2101.24(B)(3), RC 5802.03 and RC 5817.04).

The bill eliminates the requirement that a will declared valid by a probate court must not be removed from the possession of the probate judge to remain valid and eliminates references to will “modifications,” retaining only references to “wills” and “codicils” (RC 2107.71).

The bill clarifies that no person may contest the validity of a living trust declared valid by a probate court during the settlor’s lifetime, unless that person should have been named a party defendant and was not named and properly served in the action (RC 5806.04(E) and RC 5817.11).

Trust Dispute Arbitration

The bill clarifies when the terms of a trust may require that the trustee and/or beneficiaries settle disputes by arbitration (RC 5802.05).

Special Needs Trusts Effective Date

The bill codifies the effective date for creation of Ohio special needs trusts to align it with the effective date of the establishing federal law: December 13, 2016 (RC 5163.21(F)(1)(a)(iii)).

DR-Juvenile Jurisdiction Transfer Clean-up Draft Proposal – 4/1/19

Sec. 2151.233. Except as provided in divisions (E) and (F), the juvenile court shall not exercise jurisdiction under division (A)(2), (A)(11), or (B)(4) of section 2151.23 of the Revised Code or section 2151.231 of the Revised Code and the domestic relations court shall have jurisdiction to determine custody or support regarding a child if any of the following apply:

- (A) The child's parents are married to each other.
- (B) The child's parents are ~~not~~ no longer married to each other and there is an existing order for custody or support regarding the child or ~~the child's sibling~~ another child of the same parents over which the juvenile court does not have jurisdiction.
- (C) The determination is ancillary to the parents' pending or prior action for divorce, dissolution of marriage, annulment, or legal separation.
- (D) The child or parents of the child are subject to both a child support order and a civil protection order issued under section 3113.31 of the Revised Code and an action for an allocation of parental rights and responsibilities has not been filed in juvenile court.
- (E) This section does not apply to any case brought under Chapter 3115 of the Revised Code. Note: UNIFORM INTERSTATE FAMILY SUPPORT ACT OF 2008.
- (F) This section does not apply to any case that cannot be brought under the jurisdiction of the domestic relations court. Note: This, or something similar, is our catch-all for any cases that somehow slip through the cracks.
- (G) This section shall apply to all cases initiated after the effective date of [CLEAN UP BILL] of the 133rd general assembly. Note: To clarify the prospective nature of this section.

Sec. 2151.234. Section 2151.233 of the Revised Code shall not affect the authority of the juvenile court to issue a custody or support order under division (A)(1) of section 2151.23 of the Revised Code granting custody of the child to a relative or placing a child under a kinship care agreement.

Sec. 2151.235. (A) Upon its own motion, the motion of a court with domestic relations jurisdiction, or a motion of any interested party, a juvenile court may transfer jurisdiction over an action or an order it has issued for child support or custody as follows:

- (1) To the appropriate common pleas court with domestic relations jurisdiction, if the parents of the child subject to the action or order are married to each other and are not parties to a proceeding described in division (C) of this section;
- (2) To the appropriate common pleas court with domestic relations jurisdiction, if the parents of the child are ~~not~~ no longer married to each other and there is an existing order for custody or support regarding the child or ~~the child's sibling~~ another child of the same parents over which the juvenile court does not have jurisdiction;
- (3) ~~To the common pleas court exercising jurisdiction over a pending divorce, dissolution of marriage, legal separation, or annulment proceeding to which the parents of the child subject to the action or order are parties;~~

(4) To the common pleas court exercising jurisdiction over a protection order issued under section 3113.31 of the Revised Code if the child or both parents of ~~the~~ that child are subject to both a child support order and the protection order. **NOTE: We revised this language slightly. Are more revisions necessary?**

(B) Any transfer made pursuant to division (A) shall require the consent of the appropriate court of common pleas with domestic relations jurisdiction.

(C) A juvenile court shall transfer and the domestic relations court must accept jurisdiction over an action or an order it has issued for child support or custody to the appropriate common pleas court exercising jurisdiction over a pending or prior divorce, dissolution of marriage, legal separation, or annulment proceeding to which the parents of the child subject to the action or order are parties. Note: Revised language.

~~Jurisdiction of the action or order described in division (A) of this section shall be transferred and the receiving court shall have exclusive jurisdiction over the action or order if the following requirements are met:~~

~~(1) The common pleas court with domestic relations jurisdiction, juvenile court, or an interested party makes a motion to transfer jurisdiction;~~

~~(2) The court receiving jurisdiction consents to the transfer;~~

~~(3)~~(D) In all transferred cases the juvenile court shall certify certifies all or part of the record in the action or related to the order to the court receiving jurisdiction. The juvenile court shall notify the child support enforcement agency of all transferred cases. **Note: Ryann brought this to my attention. The CSEA will need some kind of notice. We can revise if needed.**

~~(E) This section applies to all orders in effect, and all actions or proceedings pending or initiated, on or after~~ prior to the effective date of H.B. 595 of the 132nd general assembly. **Note: To clarify this section applies only to in-effect orders.**

Sec. 2151.236. If a child is subject to a support order issued by a common pleas court with domestic relations jurisdiction and if a juvenile court adjudicates the child to be delinquent, unruly, abused, neglected, or dependent and grants custody of the child to an individual or entity other than as set forth in the order issued by the common pleas court with domestic relations jurisdiction, the juvenile court shall notify the common pleas court with domestic relations jurisdiction and the child support enforcement agency serving the county of that court. The child support enforcement agency shall review the child support order and take appropriate action pursuant to sections 3119.60 and 3119.63 to 3119.76 of the Revised Code. Any objections to an administrative order under this section shall be filed in the domestic relations court.

Sec. 3105.011. (A) The court of common pleas including divisions of courts of domestic relations, has full equitable powers and jurisdiction appropriate to the determination of all domestic relations matters. This section is not a determination by the general assembly that such equitable powers and jurisdiction do not exist with respect to any such matter.

(B) For purposes of this section, "domestic relations matters" means both of the following:

(1) Any matter committed to the jurisdiction of the division of domestic relations of common pleas courts under section 2301.03 of the Revised Code as well as a complaint for child support and allocation of parental rights and responsibilities, including the enforcement and modification of such orders;

(2) Actions and proceedings under Chapters 3105., 3109., 3111., 3113., 3115., 3119., 3121., 3123., 3125., and 3127 of the Revised Code, actions pursuant to R.C. 2151.231, and all actions removed from the jurisdiction of

the juvenile court pursuant to R.C. 2151.233 and all matters transferred by the juvenile court pursuant to R.C. 2151.235. Note the addition of R.C. 2151.231.

Sec. 3109.06. Except as provided in division (K) of section 2301.03 of the Revised Code, any court, other than a juvenile court, that has jurisdiction in any case respecting the allocation of parental rights and responsibilities for the care of a child under eighteen years of age and the designation of the child's place of residence and legal custodian or in any case respecting the support of a child under eighteen years of age, may, on its own motion or on motion of any interested party, certify the record in the case or so much of the record and such further information, in narrative form or otherwise, as the court deems necessary or the juvenile court requests, to the juvenile court for further proceedings; upon the certification, the juvenile court shall have exclusive jurisdiction.

In cases in which the court of common pleas finds the parents unsuitable to have the parental rights and responsibilities for the care of the child or children and unsuitable to provide the place of residence and to be the legal custodian of the child or children, consent of the juvenile court shall not be required to such certification. This section applies to actions pending on August 28, 1951.

In any case in which a court of common pleas, or other court having jurisdiction, has issued an order that allocates parental rights and responsibilities for the care of minor children and designates their place of residence and legal custodian of minor children, has made an order for support of minor children, or has done both, the jurisdiction of the court shall not abate upon the death of the person awarded custody but shall continue for all purposes during the minority of the children. The court, upon its own motion or the motion of either parent or of any interested person acting on behalf of the children, may proceed to make further disposition of the case in the best interests of the children and subject to sections 3109.42 to 3109.48 of the Revised Code. If the children are under eighteen years of age, it may certify them, pursuant to this section, to the juvenile court of any county for further proceedings. After certification to a juvenile court, the jurisdiction of the court of common pleas, or other court, shall cease, except as to any payments of spousal support due for the spouse and support payments due and unpaid for the children at the time of the certification.

Any disposition made pursuant to this section, whether by a juvenile court after a case is certified to it, or by any court upon the death of a person awarded custody of a child, shall be made in accordance with sections 3109.04 and 3109.42 to 3109.48 of the Revised Code. If an appeal is taken from a decision made pursuant to this section that allocates parental rights and responsibilities for the care of a minor child and designates the child's place of residence and legal custodian, the court of appeals shall give the case calendar priority and handle it expeditiously.

Sec. 3109.061. Nothing in sections 2151.233 to 2151.236 and 2301.03 of the Revised Code shall be construed to prevent a domestic relations court from certifying a case to a juvenile court under division (D)(2) of section 3109.04 of the Revised Code or section 3109.06 of the Revised Code. Consent of the juvenile court shall not be required for the certification.

132ND GENERAL ASSEMBLY WRAP-UP AND
133RD PREVIEW

132nd General Assembly and Some FOWL Developments

I. Not so tame – lame duck

- 1) November election brought more of the same. Issue 1 went down.
- 2) Lame duck focus – on what else but guns and abortions. Also threw in a pay raise to spice things up.
- 3) The “love affair” between Kasich and the legislature continued.
 - a) Gun bill – did not have the stand your ground language; he vetoed because it didn’t include the “red flag” provisions he wanted and because it flipped the burden of proof on claim of self-defense. Legislature overrode the veto (HB 228) <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-228>
 - b) Pay raise – vetoed – overrode (SB 296 – provide health benefits to survivors of safety officers) <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-296>. Also provided \$100,000 to Pike County to help with the Rhoden murder cases and created Innovate Ohio Office – spot for Husted.
 - c) Heartbeat – vetoed – failed to override by one vote in Senate (HB 258) <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-258>
 - d) Ban dismemberment abortion – Governor signed (SB 145) <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-145>
 - e) Legislature did its overrides in a rare post-Christmas session. They just couldn’t stop showing their love for each other – all the way to the end.
- 4) OSBA had some good things happen:
 - a) HB 595 – passed <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-595>

- b) SB 263 – notary passed
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-263>
 - c) SB 255 – got an amendment added
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-255>
 - d) HB 182 – UPL; did not pass
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-182>
- 5) Other lame duck bills worth mentioning
- a) HB 411 – wrongful imprisonment
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-411>
 - b) HB 497 – revenge porn
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-497>
 - c) HB 58 – cursive writing makes a comeback
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-58>
 - d) SB 158 – elder fraud
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-158>
 - e) SB 214 – bans female genital mutilation for girls 18 and under. Also prevents public release of explicit material in sex crime cases
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-SB-214>
 - f) HB 511 – moves marrying age to 18 for both boys and girls
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-511>

- g) SB 201 – “Regan Tokes Act” – 10-year prison sentences for violent offenders
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-511>

II. Game of chicken or a chicken fight

- 1) Two guys wanted to be cock of the walk. The contest ended like most chicken fights – one winner and one dead rooster.
(52) Householder won with 26 R and 26 D
(46) Smith spurred and dead with 34 R and 12 D
- 2) Had impact on House Democratic caucus – leader picked unwisely

III. One Tough Turkey

The saga of HB 407 and dower <https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HB-407>

133rd General Assembly

I. Governor DeWine and Legislature seem to be getting along better

II. It is Budget Season; OSBA priority – more money for Indigent Criminal Defense and opiate response

III. OSBA priorities

- 1) Corporation Law Committee is busy
 - a) LLC rewrite
 - b) Benefit corporation
 - c) Push for business courts
- 2) Estate Planning at it again
- 3) Traffic Law
- 4) Workers Compensation proposal

IV. Be on the lookout

- 1) Sports betting
- 2) More moves to limit state agency regulations
- 3) Discussion of criminal sentencing reform
- 4) Bail, fines and fees reform
- 5) Constitution amendment process reform (HJR 19)
<https://www.legislature.ohio.gov/legislation/legislation-documents?id=GA132-HJR-19>

No matter what – you can count on it being interesting!

2019 CACP Calendar

January 11	Group Practice Meeting
January 16	Executive Committee Meeting
February 8	Group Practice Meeting
February 22	FRS Committee Meeting
February 25	Lunch and Learn- Book Discussion
March 8	Group Practice Meeting
March 13	Executive Committee Meeting
April 5	Group Practice Meeting
April 10	Social
April 17	FRS Committee Meeting
May 3	Half Day Advanced Training
May 10	Group Practice Meeting- Westchester Frost Brown Todd
May 15	Executive Committee Meeting
June 14	Group Practice Meeting <i>Group 1</i>
June 21	FRS Committee Meeting
July 12	Group Practice Meeting
July 17	Exec. Committee Meeting
July 24	Social
August 9	Group Practice Meeting <i>Group 2</i>
August 14	FRS Committee Meeting
September 6	Group Practice Meeting <i>Group 3</i>
Sept 12/13	Introductory Collaborative Training
September 18	Executive Committee Meeting
September 25	Social
October 11	Group Practice Meeting- Westchester Frost Brown Todd
October 18	FRS Committee Meeting
October 24 - 27	IACP Forum, Chicago
November 8	Group Practice Meeting <i>Group 4</i>
November 13	Executive Committee Meeting
November 18	Lunch Seminar 2 of 2-IACP Discussion
December 11	Social
December 13	Group Practice Meeting

Meeting Start Time:

Group Practice Meeting:	8:00 a.m. Dinsmore and Shohl (not May and October)
Executive Committee Meeting:	8:30 a.m. Frost Brown Todd or Conference Call
Lunch Seminar:	12:00 p.m. Frost Brown Todd
Socials:	5:30 p.m. Various locations
Lunch and Learns	12:00 Frost Brown Todd
Advanced Training	TBD Frost Brown Todd

Travel Directions

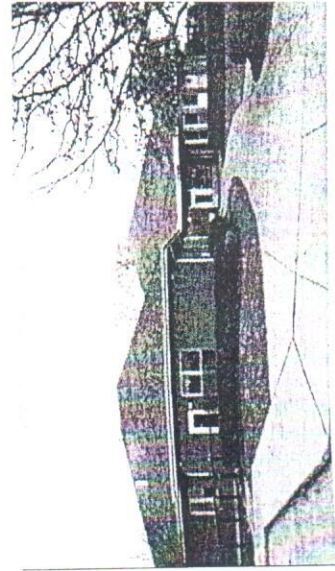
From I-71 north or south, take the Red Bank exit to Madison Rd. Turn right on Madison Rd. The Children's Home is on the right. Supervised Parenting Time takes place in the Early Childhood Center.

Directions for Visiting Parent

The Early Childhood Center parking lot is separate from The Children's Home main campus and is the second driveway entrance on the right when traveling from Red Bank. It is past the Babson Place intersection. Look for



the sign with the **5014 Madison Rd.** address on it and park in that lot. Enter through the front door, which is always locked. Press the buzzer to gain access.



Directions for Non-Visiting Parent

The Children's Home main campus is the first driveway entrance on the right when traveling from Red Bank. It is located at the Babson Place intersection. Look for the sign with the **5050 Madison Rd.** address on it. Park in the circular driveway. Walk down the sidewalk to Entrance 2, the side entrance of the Early Childhood Center.



Bus Line Information

FVC is on Metro Route 11, 12X.

Contact

FVC (513-527-7225)

- Wednesdays 4:30 pm - 8:30 pm
- Saturdays 11:00 pm - 3:00 pm

Domestic Relations Court (513-946-9079)

- Monday - Friday 8:00 am – 4:00 pm

Family Visitation Center

The Children's
HOME
of Cincinnati

AMAZING STORIES. CREATED DAILY.

Early Childhood Center
5014 Madison Road
Cincinnati, Ohio 45227

www.thechildrenshomecinti.org

The Family Visitation Center (FVC) is a collaboration between the Hamilton County Domestic Relations Court and The Children's Home (TCH). The FVC provides a location where children are able to spend time with their parents in a safe, nurturing environment.

The FVC offers areas for parents to do homework, to watch movies, or to play with their children. A playground and a basketball court are also on the campus.

Parents are able to utilize the FVC when a judicial officer orders supervised parenting time. Once an order and payment, when necessary, are received, the Domestic Relations Court's Dispute Resolution Department will schedule the visits at TCH's Early Childhood Center.

Payment information is outlined in the Court order. Payments, when necessary, should be made with the Domestic Relations Court's Clerk at 800 Broadway, Room 3-47 or via telephone at 513-946-9150.

During visits, TCH's staff will be available to support and to connect families, as needed, to community mental and behavioral health resources. A Cincinnati Police officer will also be on the premises.

Guidelines for BOTH Parents

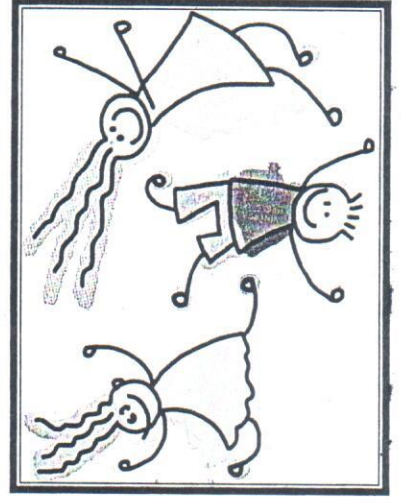
- Bring photo identification.
- Attend a one-time 30-minute orientation as part of the first visit.
- Keep the Court and TCH advised of your current address and phone number.
- Follow all TCH rules.
- No pets.

Guidelines for Visiting Parent

- Arrive on time.
- Do not come with additional guests. Only the Court-ordered person may visit with the child/ren.
- Visit with your child/ren for two hours. Put your cell phone away during this time.
- If you bring food or snacks, be mindful of your child's dietary restrictions.
- Remain in the building or playground. You may NOT leave with the child/ren.
- Clean up your space prior to departure.
- Notify FVC immediately if you are ill. Please do not come for your visit.

Guidelines for Non-Visiting Parent

- Arrive on time.
- Pick your child/ren up at the same location at the end of the scheduled time. Do not arrive more than 10 minutes prior to the end of the visit.
- Notify FVC in advance if you designate an alternate family member to take your child/ren home. The alternate person MUST have photo identification.
- Advise FVC if your child has any allergies, medical conditions, or physical limitations.
- Provide your child with any required medication before or after the visit time. Only emergency medications may be on hand, i.e. inhaler or EpiPen.
- Notify FVC immediately if your child is ill. Please do not bring your child.



TAB G





Paul J. Unger, Esq.

After graduating from Capital University Law School in 1994, and beginning his career as a litigator, Paul quickly discovered that he had a passion for teaching lawyers how to use technology and how to automate their practice.

In the early years, Paul's love of courtroom helped him modernize courtroom technology throughout the U.S., and now counts 300-plus cases within his trial presentation portfolio. Paul also continued to pursue other needs of law firms and legal departments. Building on his litigation tech knowledge, he quickly became an expert in paperless office strategies, document management, and legal-specific time management training.

Today Paul teaches and coaches lawyers how to be more efficient with time, task, document & email management, and just as important, distraction management by offering customized time management workshops for lawyers and their staff.

Paul is also a national speaker and frequent lecturer for CLE programs. He is the author of PowerPoint in One Hour for Lawyers published by the Law Practice Division of the ABA and Tame the Digital Chaos – A Lawyer's Guide to Time, Task, Email and Distraction Management. He has contributed to dozens of our unique software manuals covering Microsoft Office, PDF applications, and many other programs designed to maximize the use of their legal-specific features. He was the 2011 chair of ABA TECHSHOW, and the 2012 chair of the ABA Legal Technology Resource Center.

How to Manage Your Workload

*Time, Task, Email & Distraction
Management for Lawyers*

Paul J. Unger, Esq.
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Tame the Digital Chaos

Distraction, Time, Task & Email Management

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How to Manage Your Workload

Distraction, Time, Task and Email Management



I. INTRODUCTION

I welcome change, as long as nothing is altered or different!

The purpose of this seminar is simple ... teach you the habits you need to make technology *your* servant and gain control of your work day and personal life.

Technology is supposed to be *our* servant. However, for most of us, we have become a servant to technology. We need to turn that scenario around, and make technology work for us ... not against us. Technology is controlling us in a very negative way. Technology is supposed to be helping us do more in less time. You've heard it ... Do more in less time and go home early, right?! If that is the case, then what happened? In my humble opinion, we have all become so dazzled by technology that we lost common sense. I hear comments all the time like:

"I can't get anything done because I get so many emails every day!"

"My work piles up because of all my interruptions."

"I do better with good old-fashioned paper."

"I can't keep track of my tasks ... I constantly let things slip between the cracks."

I am fairly sure that managing tasks and time is a problem that has probably been around for a very long time. Most of us wish that we had another few hours a day to get things done. For most of us, technology has hurt us almost as much as it has helped us. Add up

the number of emails, instant messages, smartphones, social media posts, laptop computers, tablets, and we just cannot escape the endless number of interruptions that prevent us from focusing and “being present” to tackle all that we must do in a single day.

The system outlined below combines distraction management skills with some of the time management techniques outlined by experts like David Allen, Dr. Stephen Covey, etc., but applies them utilizing technology tools for professionals in a much more simplified way. Many time management experts shy away from technology, if not outright reject it! I firmly believe this is a huge mistake. Reverting back to paper in this day and age is a cop-out, especially in the age of technology and smartphones.

II. DISTRACTION MANAGEMENT

- A. **Information Overload – Managing Distractions in the 21st Century:** 150 emails, ... 50 instant messages, ... 20 telephone calls, ... 15 walk-in interruptions, ... 25 social media notifications, ... 50 email or internet curiosity breaks, ... that totals 310 digital interruptions. Divide that into 480 workday minutes and that is an interruption every 1.55 minutes! Most studies that I see indicate that the average American worker is interrupted every 2-3 minutes. Now let's look specifically at just *internal* interruptions ... In 2015, the average American worker checks Facebook 21 times per day, takes 74 email curiosity breaks, and switches tasks on a computer 564 times a day! With these numbers of external and internal interruptions, it is incredible that we get any deep level project work accomplished.

In a 2007 Microsoft Corp. study, researchers concluded that it takes 15 minutes to return back to the work that computer programmers were performing at the time of an electronic-based interruption. If we get interrupted every 2-3 minutes, and it takes 15 minutes to return back to the work we were performing, how do we get anything done during the course of the day? This is why we look at our timesheets somedays at 5 pm and see only 2 hours of billable time, but we feel like we put in a 14-hour day.

The reality is that we live in an age of information overload. We are constantly connected to the world and inundated with information. We sleep with our smartphones ... we are surrounded by 24-hour news networks ... social media ... tablet computers ... we can't escape. This is why very smart people underperform. Do you ever wonder why your head is in a constant cloud and you are unable to focus? It is called Attention Deficit Trait (ADT) and it is becoming a world-wide epidemic.

ADT is a relative to Attention Deficit Disorder (ADD), but it is very different in that ADD has a genetic component. ADT does not. ADT is environmentally induced, and in today's age of information overload, those environmental factors are technology-based. In other words, ADT is a condition that is in large part caused by the technology and connectivity that we love so much. Yes, the very technology that we love so much is causing us to walk around with foggy brains and causing us to underperform. The scary part is that no one knows the long term effects of information overload. However, some shorter term studies suggest that the problem is getting worse. More recent studies show that it takes slightly over 23 minutes to return back to the work we were performing at the time of a digital interruption.

What can we do about it? We need to rethink and realign the way that we live with technology. Listen, I love technology. It is my life and passion, but I sometimes don't like it so much, especially when it has a negative impact on productivity and my personal life. We combat ADT and overcome our inability to focus by attacking ADT on four fronts:

1. Personal Health
2. Workplace Health
3. Learning a Time, Task & Email Methodology
4. Learning Attention & Distraction Management Skills

Personal Health is important on two fronts – Physical and Mental. Physically, we know that when we are fit, well-rested and healthy, we feel like we can conquer anything. When we overeat, and when we are sleep-deprived, every situation sometimes seems to be doomed for failure. As an example, we know that we cannot eat a foot-long sub full of meat and processed bread, a bag of chips and piece of pie for lunch and come back and expect to stay awake or concentrate. From a mental health perspective, we also know how difficult it is to concentrate and be productive when we are depressed, or when we are focusing on a personal relationship that is suffering. We can't ignore these two important areas of our personal life. If these areas need improvement, hire a personal trainer and start exercising, and go see a therapist or life coach to help get your physical and mental health back on track.

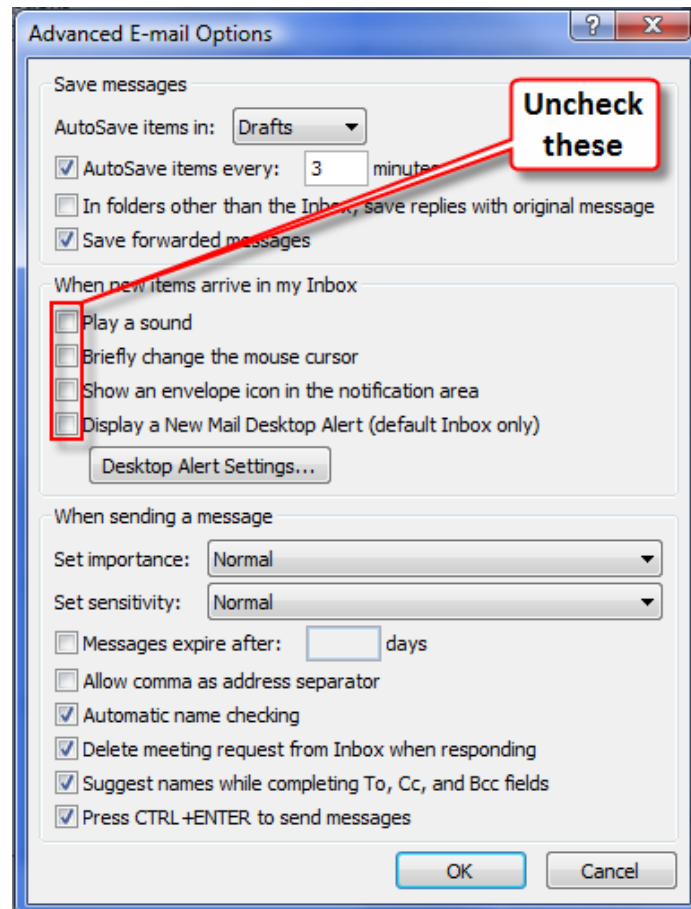
Workplace or Organizational Health is also very important. We know how difficult it is sometimes to focus in an environment that is negative or unhealthy. We know how difficult it is to operate in an environment full of drama and distrust. We need to focus on ways to improve workplace health. I am not a subject matter expert on this, but a great starting point that I recommend would be two books – Five Dysfunctions of a Team and The Advantage, both by Patrick Lencioni.

Learning a Time, Task and Email Management Methodology is the third front that we need to address. We need an effective way to (1) process the hundreds of digital and human interruptions/tasks that we receive during the course of a day, and (2) organize the tasks, digital information, and paper information that hits our desk. In other words, we need a digital methodology to get organized ... and stay organized. If we don't have system in place, we will operate in state of chaos. Studies show that if we do not have an effective task management system to capture our tasks and file away that information, we continue to worry about those things, which has an enormous impact on our ability to focus. I am an advocate of using and customizing tools like Microsoft Outlook and our smartphones to process this information. For those of you in the legal profession, I also think that legal document management systems can be extremely helpful to legal professionals. These are tools like Worldox, NetDocuments, iManage or OpenText.

Attention Management Skills is the fourth front that we need to address. As it relates to this, I want to share 5 Attention Management tips that are easy, practical, and will make an immediate impact on your ability to focus:

1. **Turn Off ALL Notifications.** Notifications are bad. Why would we give the world a hotline to our brain? Turn all notifications off ... and I mean ALL of them. In Outlook, email notifications can be turned off by navigating to File > Options >

Mail and deselecting the four different methods of notifying you when a new message arrives.



On an iPhone, go to Settings > Notifications and go through and turn off notifications by App.

2. Practice Single Tasking. It is not enough to say that multi-tasking is bad. We need to practice single-tasking. We need to clear our desks AND our multiple monitors of information that is not directly relevant to the project that we are executing. For example, you should always minimize Outlook on your second monitor unless you are batch processing emails, planning your upcoming tasks, or using that information for the task that you are performing. Why would you leave up on your beautiful 21" screen the single most chaotic distraction known to man in the 21st century ... Email. That is insane if you think about it. Email feeds us distraction bombs every 30 seconds to 5 minutes. How can we possibly focus if we see those bombs land in our inbox? Just because we have 2 or 3 monitors, doesn't mean that we need to have something displayed on them, especially if the information displayed derails our ability to focus on the task in front of us!

3. **Pomodoro.** Pomodoro is an easy technique that utilizes the 25-minute tomato timer. We single-task (preferably deep-thought work) for 25 minutes and then take a break and do something relaxing for 5 minutes. In other words, we work in intervals. The human brain functions very well, maintaining attention to a single task for 25 minutes. After 25 minutes, we begin to lose focus. By giving ourselves a 5 minute break, we can return to deep-thought work for another 25 minutes very easily. Feel free to adjust the 25 minutes to something a bit longer if you want. I know a lot of folks who work 40 minutes or longer and take a 5-10 minute break. This technique will make a huge impact on productivity and will also help combat procrastination. Think about it, we can endure even the most tedious dreaded task for 25 minutes, right? Once we get a little momentum going and we get immersed in the project, it becomes a lot easier. One important note: Do not process emails during your 5 minute break! Take a real break and do something relaxing like getting some fresh air or water, or take a 2-3 minute walk.

4. **Tackle Deep-Thought Work Early in the Day (or when rested).** Dive into deep-thought work, writing, projects early morning. There is little question about it ... our brains function better following quiet time or sleep. We also know that we can be highly productive while the rest of the world is sleeping because there are far fewer (if any) interruptions. This can be one of the most productive times of the day.

5. **Have a Plan! Daily and Weekly.** Studies clearly show that when we have a plan ... a roadmap, we are less distracted. We are more focused. Start your day by taking 5-minutes to create a simple plan for the day. Identify and write down the 3-5 things that you need to accomplish. Next, time block your entire day. In other words, create an appointment to plan your entire day. Once a week, take 1 hour to do a deep dive into your next two weeks of your appointments, the past 2 weeks of appointments, your entire task list, your case/matter/project list, and convert any sticky notes to tasks.

6. **Batch Process Emails.** Studies show that the average American worker checks email 60-80 times a day. This behavior will destroy your day. How can anyone focus when they check email and process fires & bombs every 10 minutes?! It is impossible. Instead of checking email 70 times a day, be more deliberate about when you check email. Aim for 5 times a day. Everyone's situation is different, so you just need to test this out and balance the need to be responsive vs. your need to focus on billable work or project work.

7. **Have a Task List.** When you are working on a project and experience a "random neural firing", you better have a system in place to record that thought so you can get back to focusing on the task at hand! If you don't have a task list, you will (a) forget to do it, and (b) your subconscious will continue to worry/think about that task, which has a devastating impact on our ability to focus.

8. **Learn to Say No.** You don't have to be jerk when you say no. In fact, if you say no too often, you will probably be fired. However, you need to learn how to

say no, when appropriate, or learn how to professionally say you are drowning in work. One easy thing you can do right away is put limits on the volunteer and non-billable work that you do. We all need to do some, but at the end of the day, we are all unfortunately judged by billable hours. It is unfortunate, but true.

9. Crate your Phone. Our smartphones are killing us in so many ways. You know this is true. Silence your phone and put it in your desk drawer for 50-60 minutes at a time, unless you are expecting an urgent call. This will allow you to catch important calls/texts and be responsive, and at the same time, achieve focus while working on projects.

10. Create Rituals. Rituals are small checklists or short rigid schedules designed to execute the same desired tasks during a set period of time. Rituals keep you on task. They are extremely helpful because they help us form positive habits and prevent us from taking email or internet curiosity breaks. As an example, I have a morning administrative ritual whenever I am physically in the office and not speaking. It looks something like this:

- ✓ Eat breakfast at my desk (Oatmeal)
- ✓ Fish oil, garlic & vitamins
- ✓ Reach out to one new organization for business development (speaking)
- ✓ Ask a potential client or existing client to grab coffee in a city where I am speaking
- ✓ Review my potential new client report
- ✓ Reach out to past clients without active matters just to check in
- ✓ Check in on recent clients/projects
- ✓ Business social media
- ✓ Birthday wishes
- ✓ Check in with my leadership team members
- ✓ Check in with my partners
- ✓ Check in with my immediate team

Rituals also remind us to do things that we frequently forget ... things that we commit ourselves to do as New Year resolutions or annual goals. By adding rituals and checklists into your life, you can greatly enhance your ability to focus and do those things that seem to always fall off our radar. I discovered an awesome App for the iPhone/iPad called Checklist Again to organize all my daily rituals.

B. Pardon the Interruption: In an eight (8) hour work day, if we receive 100 emails, that equates to receiving one email every 4.8 minutes. Sound familiar? It should, because that is the world most of us live in. Combine that with instant messages, phone calls and what I call email curiosity interruptions, that equates to one interruption every 2-3 minutes! What can you do to minimize the distraction?

Take the following quick survey:

1. Interruption Survey:

- Average number of emails you get per day:
- Average number of instant messages per day:.....
- Average number of phone calls you get each day:
- Average number of curiosity email or internet breaks each day: _____
- **Total Interruptions Per Day**

2. Other Questions to Ask Yourself:

- What percentage of interruptions really need immediate attention?.....
- Has technology simplified your life? Yes No
- Is technology controlling you? Yes No

C. Are You Using Outlook Effectively? Probably not. Although millions of people use Outlook, most do not use all of its functionality to their advantage. In this seminar, we'll give you some great tips for making better use of Outlook.

D. How Do You Track Tasks? At least 75% of those people polled in technology audits that I perform indicate they keep track of tasks on a piece of paper or a legal pad, and then end up transferring and combining those notes.

E. Email Storage & Archival: What do we do with all the email we get and prevent it from being such a major interruption to your productivity? There are several problems related to this:

- How should you archive old email?
- How do you deal with attachments and keep from losing them?
- How do you search for old conversations quickly and efficiently?

- How do you keep your email but not run out of server space? Why does the IT person keep telling you that you have too much email in your inbox and you're clogging up the server?

- How do we stop using our inbox as a task list?

F. Too Much Legitimate Email To Deal With Effectively: Many people simply receive more email than they can read and keep up with. How do you sort, store and track all of this email? What can we do to reduce the amount of email that we receive?

G. Spam Getting Through: There are lots of ways to avoid SPAM, and yet it still manages to get into our mailboxes. What can you do about it?

In the forthcoming chapters, we will address the strategies and practical solutions to these problems.

III. TASK & TIME MANAGEMENT

Are you going to embrace technology so you can master it, or are you going to remain a servant to technology?

Task management is the process of capturing/recording tasks and executing them in an efficient manner.

Time management is how you utilize your time to execute the tasks on your plate. Although quite related to task management, they are quite different.

At one end of the extreme, there are people who know exactly the 250 items on their task list, but sometimes can't accomplish one of those tasks on a given day because he/she cannot focus and execute. These folks tend to be over-thinkers. They cannot execute because they get so tripped up on thinking through every scenario to the point of mental exhaustion.

At the other end of the spectrum, there are those who are excellent at executing tasks that they do, but other tasks slip between the cracks because maybe they are terrible capturers/recorders.

Most of us are poor at both because we simply have too much to do in a given day. The reality is that urgency is a fact of life. I have visited thousands of legal professionals over my career, and I have yet to encounter a law office that doesn't operate in that environment! Now, layer in technology, and most of us are even worse because we have let technology dazzle us to the point that we have lost most of our common sense. I am talking primarily about email, but it extends to social media, internet use, and apps on our mobile devices. In the middle we have those of us who simply do not get to items 100-225 because we simply do not have enough time.

While technology can be blinding us of the solution, the beautiful thing about technology is that it can solve the capturing/recording, and at the same time make us more efficient to do more in less time. I am also an advocate of using SOME paper (limited) in our workflow. Sometimes it just isn't smart to use a computer monitor when paper would better serve us, ... or we simply don't have enough computer monitors to display all the information that we need.

A. Starting Point – Gathering Everything: The starting point to effective time management is carving out the time you don't have ;-) to gather all your tasks, goals and "random neural firings". This includes everything from the post-it notes on your desk and in your car, to loose papers, to new lists and old lists of unresolved items and issues. At this point, do not worry about whether you should gather it or not ... just do it and err on the side of gathering it.

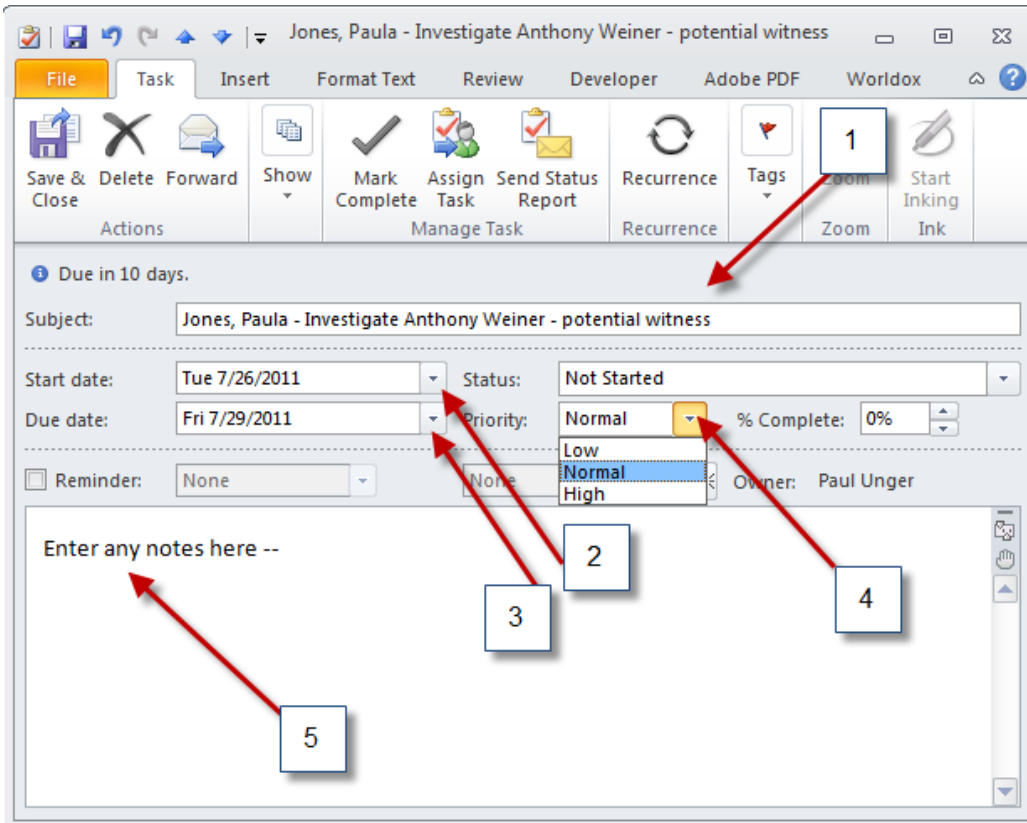
B. Record Everything – the Master Task List: Many time management experts develop elaborate and separate task lists. In my belief, these techniques fail because they are too complicated and there are too many lists in too many places. For task management to work, it must be simple and convenient. It cannot take you 6 months to learn and master the system! Maintain just as many lists as you need, but not too many. Think about using the following four categories/lists:

1. Client – General
2. Administrative
3. Business Development
4. Home/Personal

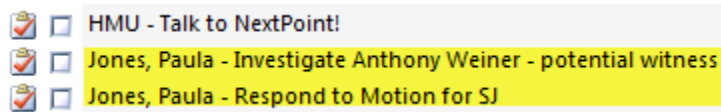
Start entering everything into the Master Task List. For this, I strongly recommend Outlook or Wunderlist (www.wunderlist.com), integrated with Outlook.

C. Why Outlook + Smartphone is the Ultimate Capture Tool: Remember my rule. This process must be convenient and simple. Outlook is consistent with my rule because of its convenience, ease, versatility and ability to integrate with smartphones. If you cannot easily “capture and record” your random neural firing, thought or task quickly and in a central location, that task will either be lost or quickly forgotten. Outlook via Smartphones offer this solution. Before smartphones, maintaining a task list in Outlook was nearly impossible because you simply can’t carry your desktop computer around and you cannot wait 5 minutes for a laptop to boot up and start Outlook in order for you to capture and record the task. Smartphones (and tablets like the iPad) are instantly available. You can use Siri on an iPhone or voice commands on an Android device to create the reminder or task. There is no boot-up process. In fact, arguably, it is faster than recording it on a random piece of paper. It is certainly better to record in on the smartphone because it can be instantly “organized” and even more importantly, instantly backed up, thus far less likely to be lost like a post-it note or a napkin.

In Outlook, enter the task as such:



1. Enter the **Subject** starting with the name of the matter, followed by a description of the action item. By using the matter name at the beginning, you can group all tasks for that matter together when you sort the subject alphabetically, as seen here:



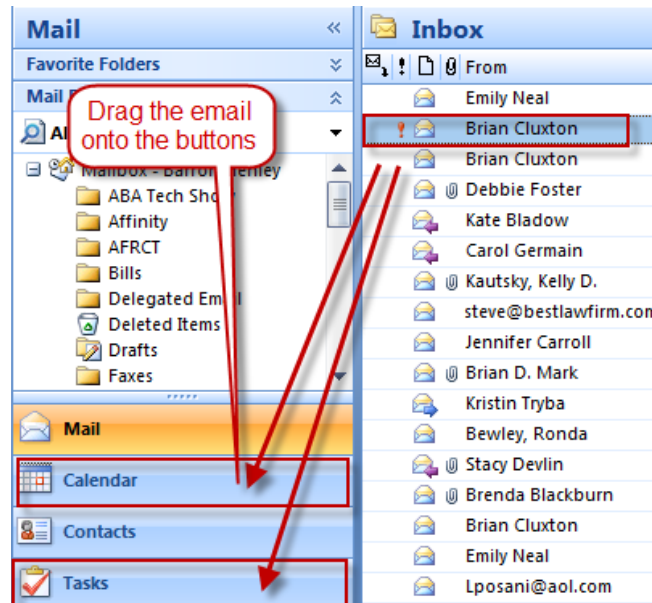
2. (Optional) Enter a **Start Date** so that you can optionally view your master list with the ability to exclude items that you do not need to worry about/view yet. This is sometimes helpful for those people with task lists of 100 or more items.
3. (Optional, but Recommended) Enter a **Due Date** so that you can optionally view tasks with due dates and view those tasks in different colors. Also note the **Reminder** option below that, if you so desire.
4. Set a **Priority** (High, Normal, Low). Not everything is High, despite your feeling of being overwhelmed. Should you believe everything is urgent, then pretend you are categorizing the level of urgency. So your day will consist of the following:
 - a. High = Urgent + Deadlines

- b. Normal = Less Urgent
- c. Low = Less Urgent
- d. Someday Items = These are items that are more akin to new year resolutions or goals. Add “Someday” to the beginning of the Subject line so they can be grouped together when sorted:

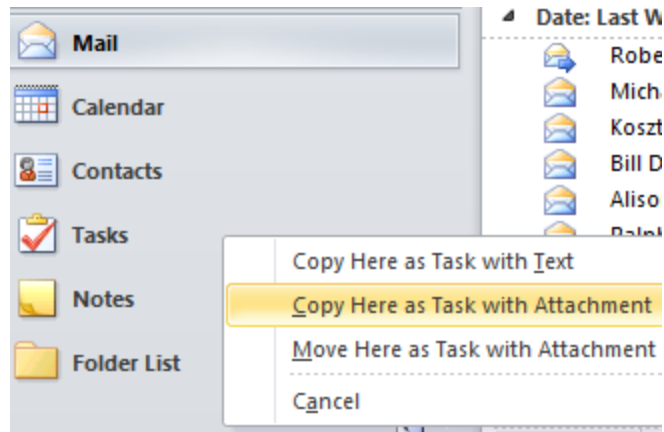
Subject:	Someday - Attend Jerry Spence's Trial Advocacy College		
Start date:	None	Status:	Not Started
Due date:	None	Priority:	Low

- 5. Enter any **Notes** in this area that you may find helpful or if you do not have enough room in the Subject line.

D. Capture Tasks from E-Mail through Drag and Drop: Many sources of tasks are from received emails. You can simply drag email onto your calendar or tasks button in Outlook and it will make an appointment or task out of it (but it leaves your original email where it was so then you can file it away – covered later).



To include attachments from the email into the Task, simply **right-click and drag** the email to the Task module:



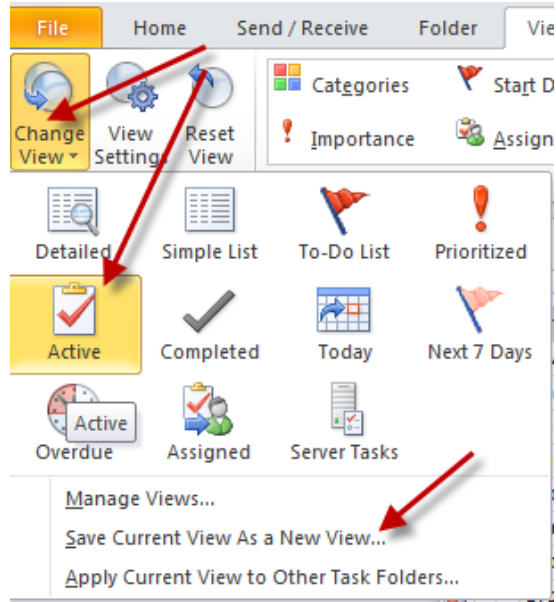
E. Daily Task List: Once you complete your master task list, you are ready to start developing a daily task list from the master task list. Ideally, select 3-5 items. If you accomplish those, pick another 3. A daily task list can be accomplished many ways. Here are some of the ways. Review the master task list each morning when planning the day, and:

1. Use a paper index card and write down 3-5 items; or
2. Flag items to do today; or
3. Use category/color to designate items to work on today; or
4. Print and simply highlight those items to work on today; or
5. Identify those tasks to work on today and make appointments for yourself to complete the desired work.

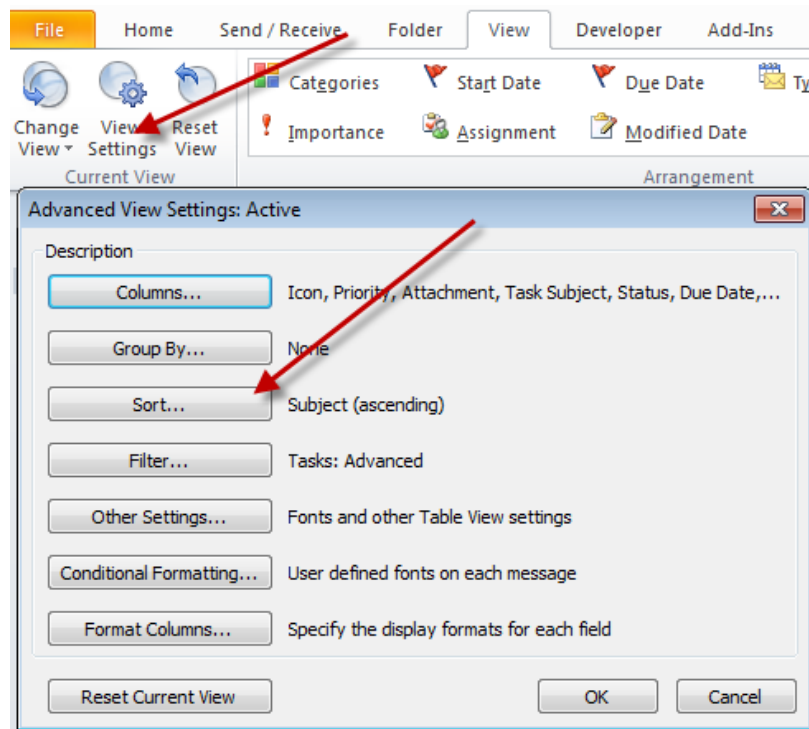
F. Make Appointments for Some Tasks and Larger Project Work: Many time management experts recommend this technique. I do like this, but it can be abused and can set you up for failure if you start ignoring the appointments or cannot get to them because the schedule is unrealistic. Be sure to also add the task to your task list. Also think about making appointments to handle emails that you have been skipping over.

G. Views – Outlook Tasks: As discussed above, if you name your tasks based on the matter or project first, and then a hyphen followed by a description of the work, you can sort your task list and see all the work that needs done on a particular project. Then modify your task list to show only active tasks (not completed). To do this,

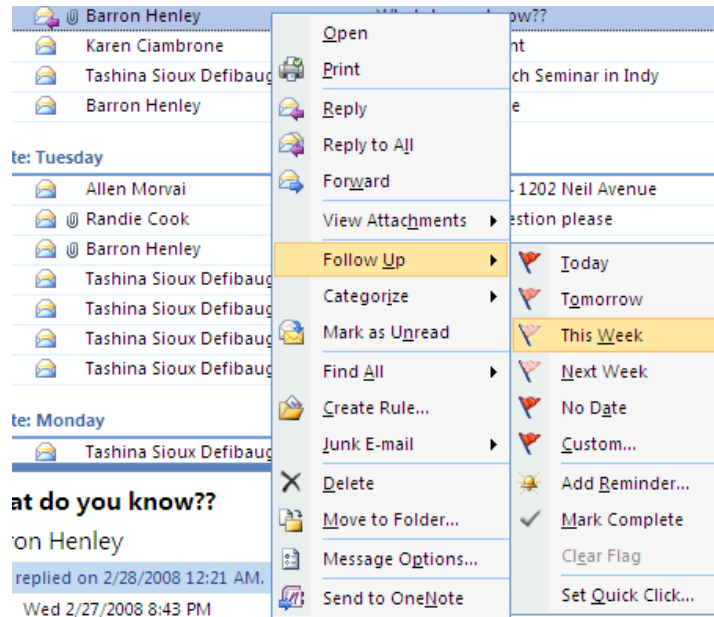
In Outlook, from the **File** ribbon, select **Change View, Active** and the **Save Current View As a New View**.



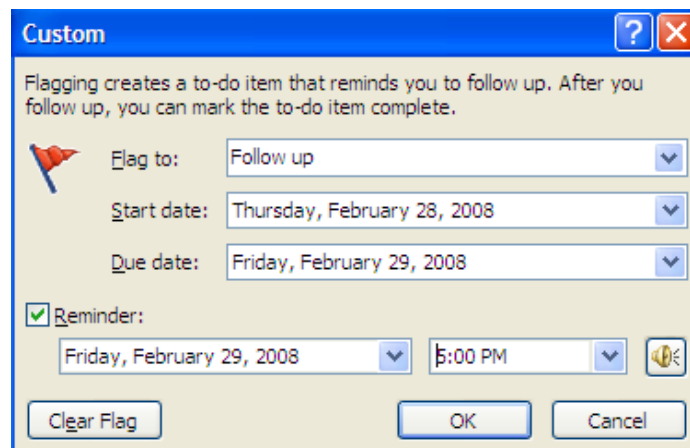
Then select **View Settings** and **Sort**. Select Sort by **Subject**.



- H. Flags:** If you process your inbox down to zero every day and the volume of email that you receive is lower, flags can be a good tool for you. Flags can alert you to follow up on an important task or email. Simply right-click on the desired email and select **Follow Up** and then select the desired follow-up flag. Additionally, by flagging an email, the email will automatically show up on your Task List. I use flags sparingly in email, and typically just for items that will stay in my inbox for a couple days. Otherwise, I fear that this technique may encourage people to use the inbox and its subfolders as a task list (which is something that I adamantly oppose and I discuss later).

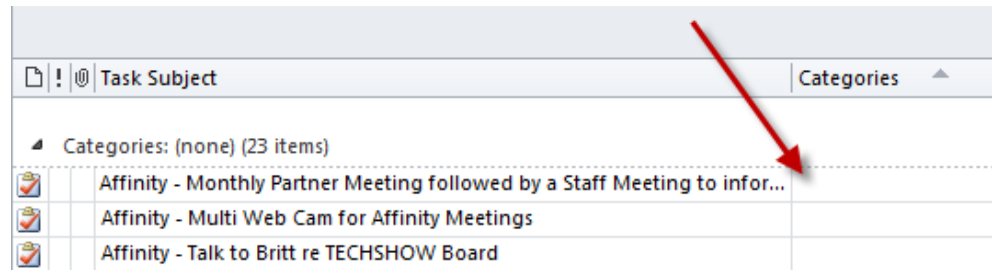


You can set a custom date as well. Outlook will notify and alert you on the date and time specified.

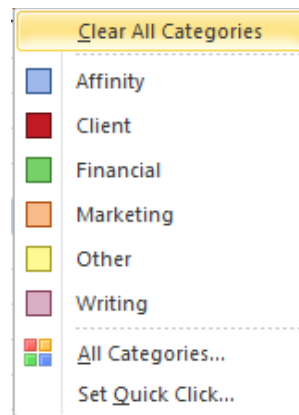


- I. Outlook Categories for Tasks:** (Optional) This is a feature that can help you group tasks together based on subjects (like Client, Administrative, Business)

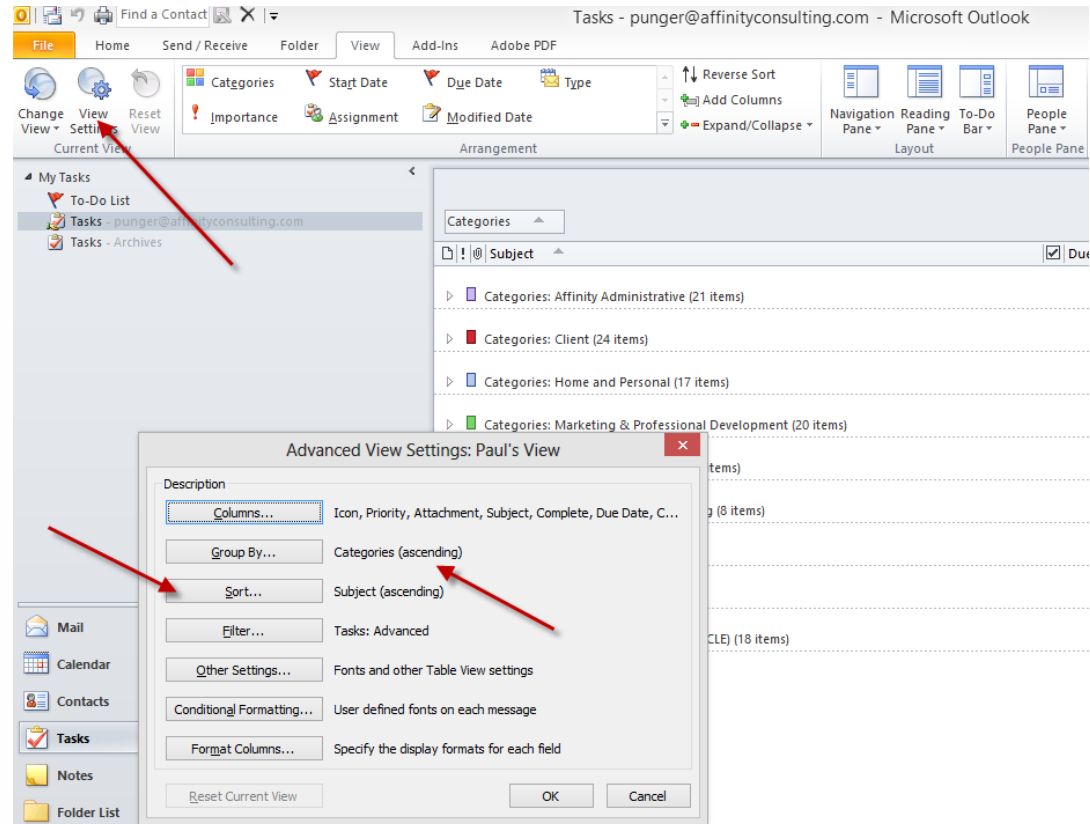
Development, Home/Personal), if you don't use separate lists. Right-click the category column next to the task item that you would like to categorize.



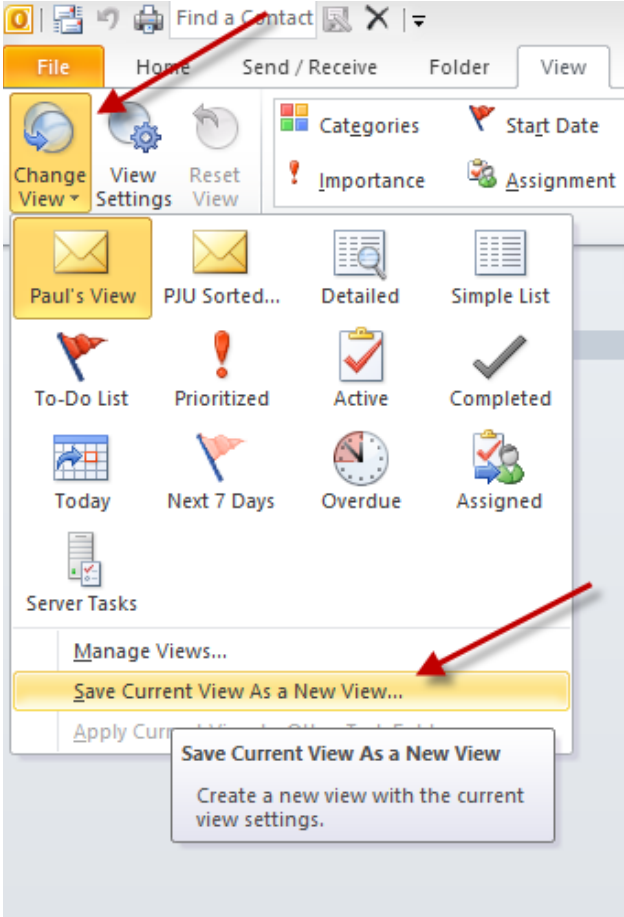
Next, select the desired color. Customize Categories and name them major areas of work so you can sort and view based on those categories.



If you decide to use **Categories**, I recommend that you customize your view to not only sort based on the subject (see above), but also group the list by the categories that you create. To do this, select **View Settings > Group By Categories and Sort by Subject (ascending)**:



When finished, save your view:



IV. THE EMAIL PROBLEM

The typical professional today sends and receives about 110 messages daily.¹ Without question, email is one of the most important technological communication advancements of the past 100 years. It has fundamentally changed the way we communicate with clients and the way that we do business. We run our businesses today via email communication instead of face-to-face communication.

For some professionals, emails present a wide array of issues that most of the business world and ordinary consumers will never face. In this seminar, we will discuss these issues and teach you how best to deal with them. These issues or problems range from ethical considerations to email overload and time-management. While there is no perfect solution, there are many methods to effectively handle email.

The first step to any problem is to understand the problems that exist. We must get our arms around all the email issues that we face. The second step is to isolate each problem and tackle each problem, without forgetting how that might affect other email problems. For instance, controlling spam email may prevent you from getting an important email from a client if your spam filter inadvertently catches an email from a client. In other words, when you solve one problem, it may open up a different can of worms.

V. DEALING WITH THE OVERLOAD - YOUR EMAIL GAME PLAN

A. Batch Process Emails: Most professionals need to be more deliberate about when they check emails instead of checking email 70+ times a day or leaving their Outlook inbox maximized all day long. We need to reduce the number of interruptions (email or otherwise) so we can be more focused. After all, how on earth can anyone get anything done with an interruption every 2-3 minutes?

Ask yourself the following question: 10 years ago, would you have let someone walk in your office every 2-3 minutes offering to sell you a product... or asking you for a favor?

Of course you wouldn't! So, why do you let it happen now with your email? Why do you drop everything that you are doing to read and/or respond to that email that just arrived?! You have invested thousands of dollars in this wonderful technology that is supposed to make you more efficient, but instead it has created an interruption hotline going straight to your brain.

Some time management experts suggest checking email 2 times a day. While this may sound like a good plan, it is unrealistic for most people. When email was just becoming popular, there wasn't an expectation that it would be dealt with immediately, so 2 times per day was probably okay. However, in today's age that has changed to some degree. Entire companies communicate via email. Email is

¹ In 2010, a study by the Radicati Group found that business users send and receive 110 emails each day. <http://www.radicati.com/wp/wp-content/uploads/2010/04/Email-Statistics-Report-2010-2014-Executive-Summary2.pdf>

a way of life and the way everyone communicates. Checking email twice a day isn't enough. I think regularly through the day is more realistic and just as important, will make it easier for you to prevent your inbox from growing out of control.

One way to handle this is deal with email at the same time every day. Many professionals simply cannot do this, as they live, breath and communicate via email instead of face-to-face or phone meetings. If you can handle emails at more deliberate times, you could get more project work completed and follow a plan. Here is an example:

1 – Upon arrival at the office: 8:00 am

2 – Mid morning: 10:30 am

3 – After lunch: 12:30 pm

4 – Afternoon: 3:30 pm

5 – End of day: 5:00 pm

- B. Treat Email Inbox like your U.S. Mail Box – Keep it Empty!** Would you ever keep your U.S. Mailbox in this condition with 1000+ items? Of course you wouldn't. So don't let your inbox get that way! However, for most people, maintaining email is the weakest link in their system of organization primarily because of volume and frequency. They use it as a holding bucket for undecided and unresolved tasks.

The key to mastering your inbox is to keep it empty – or under 20. For most people, in order to process email efficiently, you must be able to see your emails in a single screen (or close to it). It is very difficult and overwhelming to process emails and tasks when you are staring at a screen with 500 emails.

So what do you do with your U.S. Mailbox? One of the best time management/organization tips that I learned and implemented nearly ten years ago is this: Throw away your (U.S.) junk mail and advertisements before you get into the house. Only bring mail into your house that you intend to do something with!

- C. 3 Minute Rule – DELETE, DO, DELEGATE, DELAY**

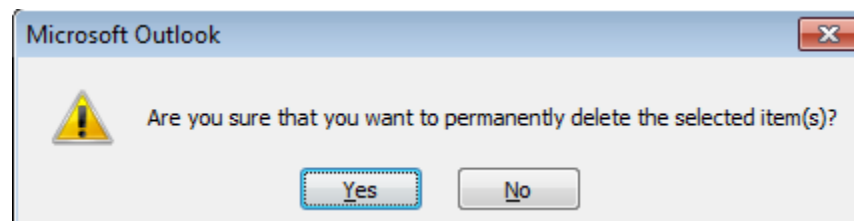
When processing or attacking your email, do one of four things with that email: DELETE, DO, DELEGATE, DELAY. The 3-minute rule is gold! Any email that can be responded to or dealt with (saved in a client file, forwarded, deleted, etc.) within 3 minutes should be dealt with immediately – the first time you lay eyes on it. This rule is based on the premise that the 2nd time you have to deal with the email, it will take you longer than 3 minutes navigate to it, open it, read it, comprehend it, re-familiarize yourself with the topic and then handle it. So, why not just respond to it if you have the 3 minutes to deal with it!

D. Delete - Whatever You Can Immediately! Learn how to use the DELETE key. That could be the first thing that you do before you start dealing with email ... just like not bringing junk mail and annoying advertising into your home. Delete the following:

- All the email that gets past your SPAM filter.
- Interoffice SPAM that is irrelevant to you.
- CCs that you don't need to save, etc.
- Jokes from annoying friends and coworkers.
- Email from people you don't like (unless it's important, of course)

Outlook Tip – Delete Large Chunks of Email: Sort email based on the **From** field (by hitting the **From** column header). You can often get rid of tons of email sent from the same person. Remember that you can select a chunk of email by single left-clicking on the first email – holding the Shift-key down and single left click on the last email. Then hit **Delete**.

Outlook Tip – Delete Emails Permanently: By holding the **Shift** key down and hitting **Delete**, the email will be deleted from both your Inbox and and Deleted Items folder in one step. You will be asked to confirm if this is indeed what you want to do:



E. Do – Just Do It!

If you can answer the question ... make the decision ... provide the solution ... bring it to a resolution, then just do it! Don't forget that you may be able to deal with it more quickly by picking up the phone or walking around the corner. Remember, an email often times invites another email.

Finally, if it is an email that is going to take a while, you should dispose of it in under 3 minutes by adding it to your task list (or calendar) and then saving it into the appropriate client/matter file.

F. Delegate - If Appropriate: If someone else should be handling the task or issue in the email, then hand it off appropriately. Don't let someone else put "the monkey" back on you, in the words of *The One Minute Manager Meets the Monkey* by

Kenneth Blanchard. You can make this easy to track by setting up the Delegated Email rule described below or use a Quickstep.

G. Delay - If Necessary: Already mentioned in the 3-minute rule above, if it is an email that is going to take a while, you should simply dispose of it in under 3 minutes by adding it to your task list and then saving it into the appropriate client/matter file.

- Do not use your Outlook Inbox as your to-do list by leaving unresolved email in your inbox.
- If you keep a paper-based task list, simply write it in and save the email in appropriate place.
- If you use Outlook to manage your task list, simply drag it over to your **Task** button in the Outlook navigator.
- In some circumstances, it is okay to set up subfolders under your inbox. Clean them out on a weekly basis.
- If you schedule your tasks as appointments, add it to you calendar.

H. Outlook Views Which Will Help:

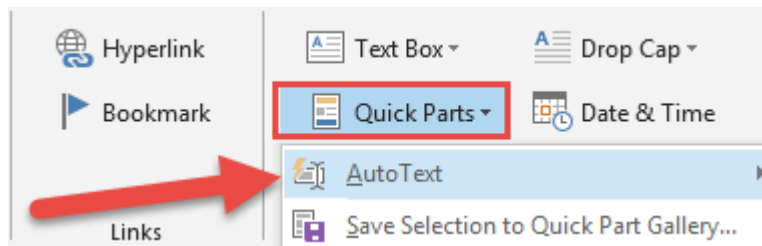
1. To See More Email In One Screen:

- a. Turn Off Viewing Pane:** This occupies a lot of screen space that could otherwise be displaying email. To turn it off, click the View menu ➔ Reading Pane ➔ Off.
- b. Turn Off Date Grouping:** By default, Outlook groups your email by date received. The date categories just occupy space and prevent you from seeing all of your email on one screen. To turn it off, click the View menu ➔ Arrange By ➔ uncheck Show in Groups.
- c. Turn Off Viewing Pane:** This occupies a lot of screen space that could otherwise be displaying email. To turn it off, click the View menu ➔ Reading Pane ➔ Off.

AutoText for Frequent Email Repeat Responses

We all have responses that we constantly have to retype or we spend 10 minutes looking for a similar email that we drafted recently to another person. We automate the creation of documents, so why wouldn't we automate the emails that we frequently draft. Instead of wasting this time, create an AutoText entry in Outlook to automate the response!

- Find the "model text" that you want to use as the AutoText entry. Copy it into your Windows clipboard (select and hit CTRL-C).
- Draft a new email and paste it into the body of the new email. Format it and clean it up. I suggest removing any client names ... make it generic.
- Select the text and then select Insert > Quick Parts > AutoText > Save Selection to AutoText to AutoText Gallery.



- Give it a name (nickname) with at least 4 characters.
- To use the AutoText entry, simply place your cursor in the body of the email (in the desired location), and then type the first 4 characters of the AutoText name. You will see a pop-up preview of your entry. If you want to insert it, simply hit your **Enter** key. Another way to insert it is to select **Insert > Quick Parts > AutoText >** and then select the AutoText entry from the preview gallery.

VI. LEARNING THE NUTS & BOLTS OF OUTLOOK EMAIL

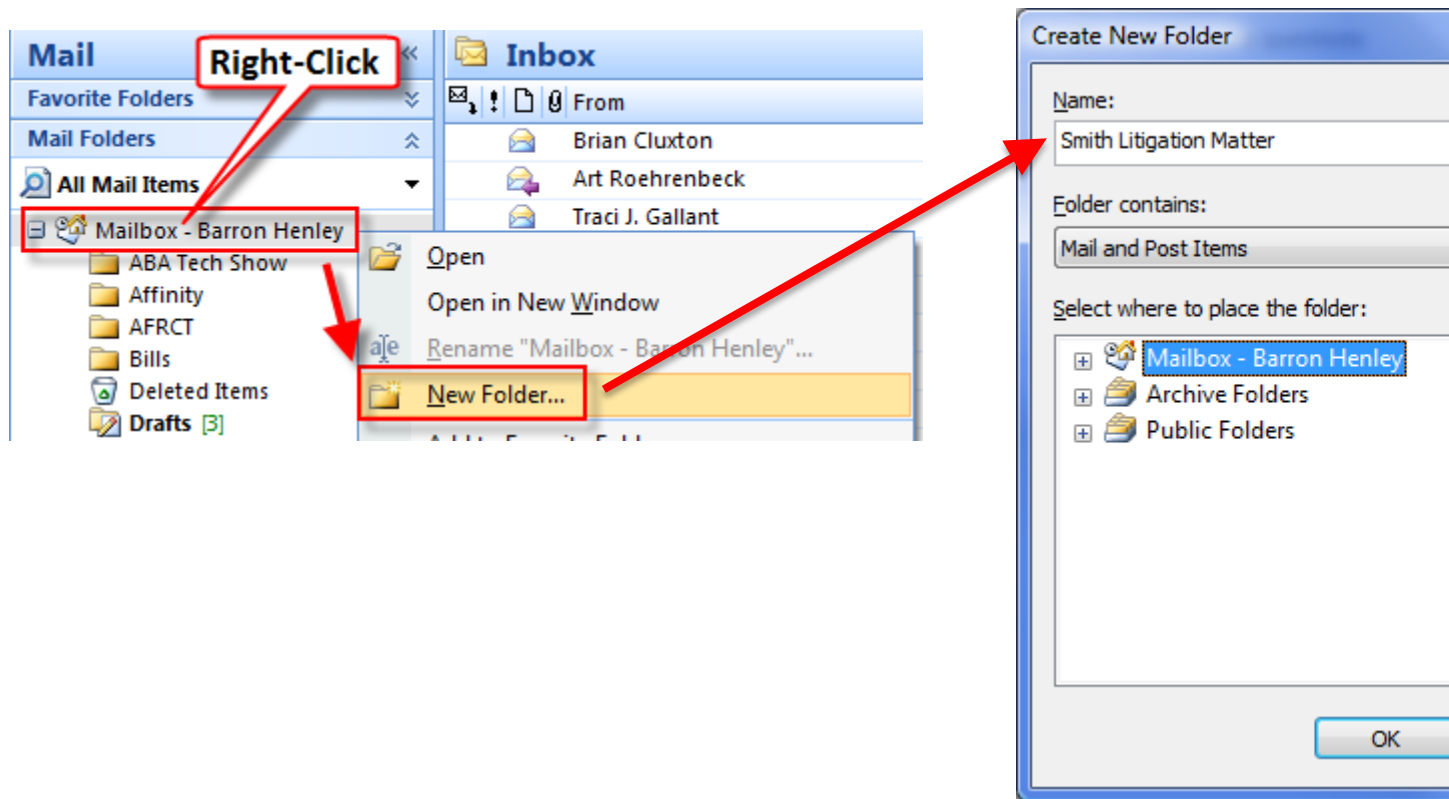
A. Main Storage Problems:

1. **Disorganization:** Most people have hundreds or thousands of unrelated messages in their inboxes. This is equivalent to taking all of the paper out of your files and throwing it on the floor of the file room. The point is, if it's not organized, then it's mostly useless.
2. **Storage Space Limitations:** You may have been scolded by your IT folks about this. If you're using Microsoft Exchange on your server, then it can get overloaded with the quantity of emails and attachments you keep in your inbox and Outlook folder structures. If you don't have Exchange, then all of those emails (and contacts, and appointments and tasks) are stored in a PST file on your hard drive or the server. The bigger that database, the slower your computer will run. Of course, the database can also over-run your storage capacity.
3. **No One Else Can See Your Email But You:** In most cases, if you have an important client communication in Outlook, no one else in your office can see it. In many cases, we want to share this information, but don't know how to do it.

4. **Difficulties Searching:** Many people complain that it's nearly impossible to efficiently search old emails for a particular conversation. What can you do to make this task easier?

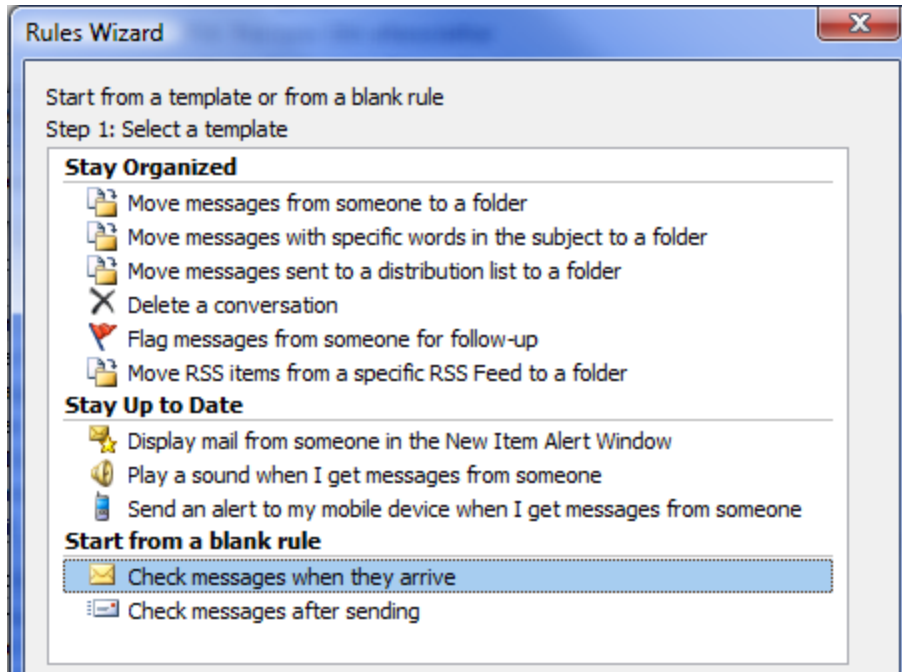
B. **Start by Organizing the Inbox:** Setting up folders and using Rules is a great way to start to organize your Outlook.

1. **How To Set Up a New Email Folder:** To Setup a new Subfolder in your Inbox, right-click the Inbox (or your mailbox) → New Folder. Give it a name and make sure it will contain Mail and Post Items. Then click OK.



2. **Outlook Rules:** Rules allow you to auto-process incoming email (among other things). Here's how you set one up:

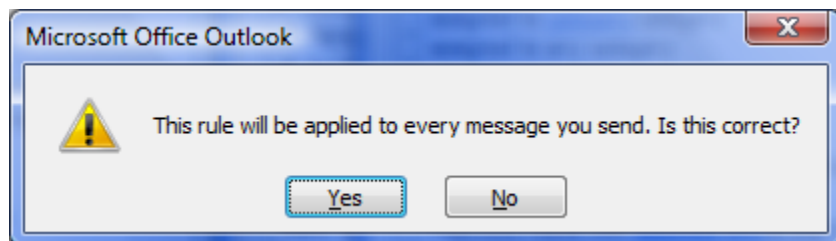
- Click the **Tools** menu → **Rules and Alerts**.
- Click the **New Rule** button.



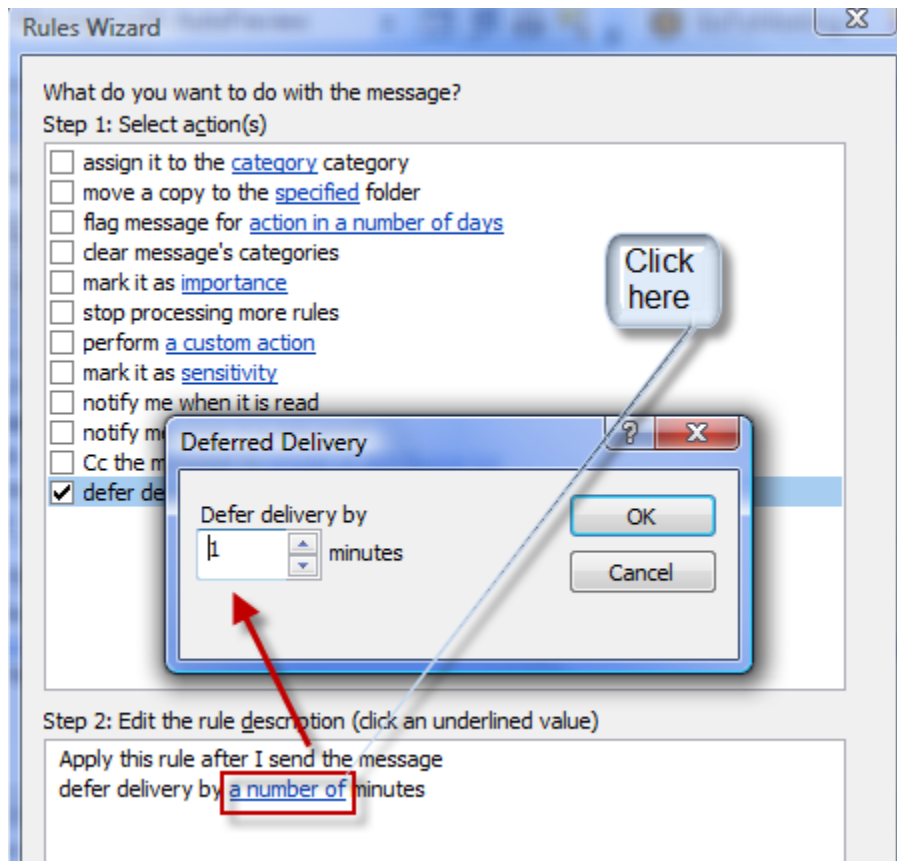
- Follow the steps for selecting the Condition, Action, Exceptions, then give it a name and make sure the rule is turned on!

3. **Sample Rule - Delay Sent Mail By One Minute (in case you change your mind)**

- In Outlook, click on the Tools menu → Rules and Alerts → New Rule button.
- Under "Start from a blank rule," choose "check messages after sending."
- On the next screen ("which conditions do you want to check"), don't check anything (you want this rule to apply to every email you send) and click the Next button at the bottom. You'll see the following dialog (click Yes):



- In the next screen, check "defer delivery by a number of minutes," and then click the hyperlink for "a number of" at the bottom of the screen and enter the number of minutes you want to delay your email.

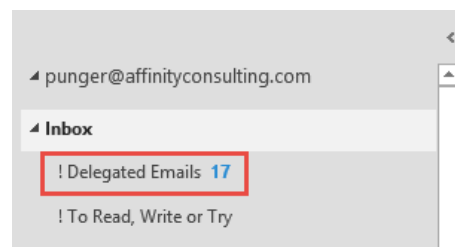


- Click Next and add any exceptions (for people you don't want to delay email to).
- Click Next, name your rule Delay and click Finish.

4. **Sample Rule - Keep Track of Delegated Items and Email:** We constantly delegate tasks to folks via email. We also ask people for information, but we have a difficult time remembering to follow up on those items, resulting in things slipping between the cracks. One way to track those items is by creating an Outlook Rule to “capture” all those items that you are expecting others to do for you. Here's an Outlook Rule that will help. We are creating a rule that will look for emails where you are the sender and where you copied to yourself. It will take those emails and automatically route them into a folder called Delegated Items, so you have a dedicated folder with just those items that you can review once a day. I usually forward those emails to people and ask them to update me on the status.

Here are the steps:

- First, create a folder in Outlook called "!Delegated Items". Use an exclamation mark at the beginning of the name if you want so it floats to the top of your Inbox subfolder list:



- In Outlook, click on the File menu → Manage Rules and Alerts → New Rule button.
- Choose "Apply rule on messages I receive" (that translates to "Apply this rule after the message arrives") and click Next at the bottom of the dialog.
- Under "Select Conditions", check BOTH "from people or public group" and "where my name is in the CC box." At the bottom of the dialog, click the hyperlink for "people or public group" and add your email address. We're basically creating a rule that will look for emails from you and copied to yourself. Click Next.
- Under "Select Actions ... What do you want to do with the message," choose "move it to the specified folder" (and if you want, “Flag for Follow-up”. Flag for follow-up will automatically add the email to your Task List). Make the specified folder your Inbox for Delegated Items folder, if you haven't already. Click Next and add any exceptions (probably none). Click Next, name it (something like “Delegated Items”) and click Finish.

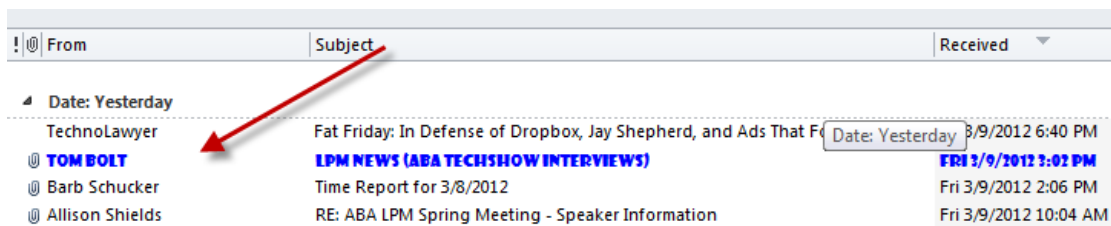
Your final Rule should look something like this:

Rule description (click an underlined value to edit):

Apply this rule after the message arrives
where my name is in the Cc box
and from [Paul Unger](#)
move it to the [! Delegated Items](#) folder

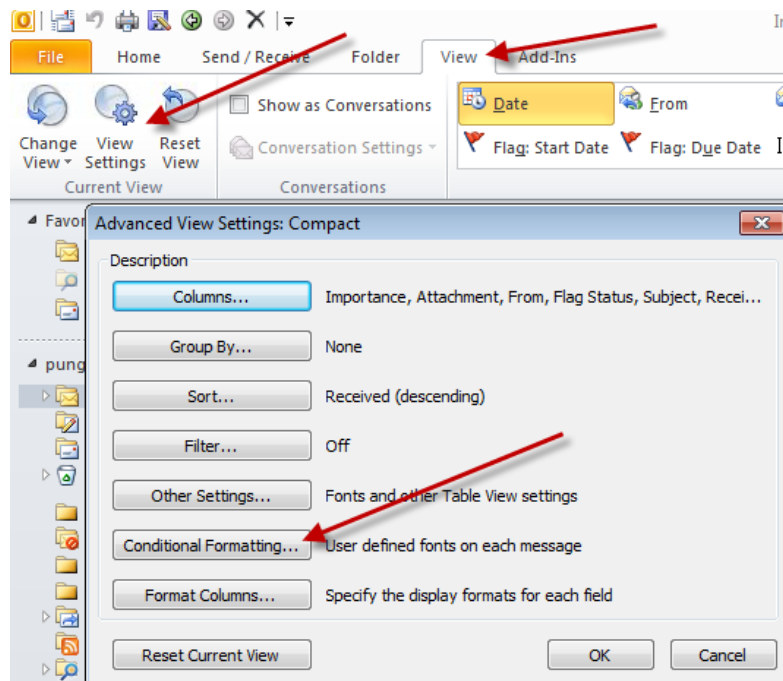
C. Conditional Formatting to Apply Color to Emails.

Sometimes you may like to automatically apply color to important email. This is not done with a rule. Instead, you use conditional formatting.



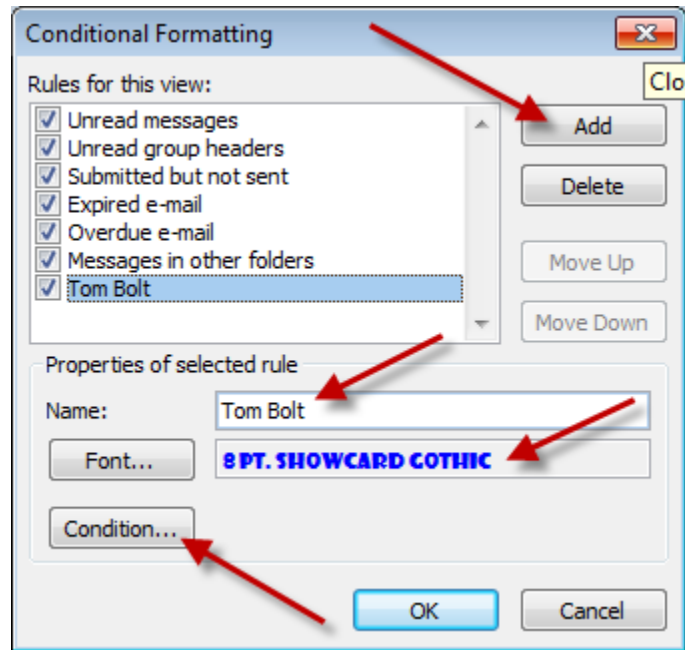
Here is how:

1. In Outlook Email, go to the **View** ribbon. Select **View Settings**. Next, select **Conditional Formatting**.

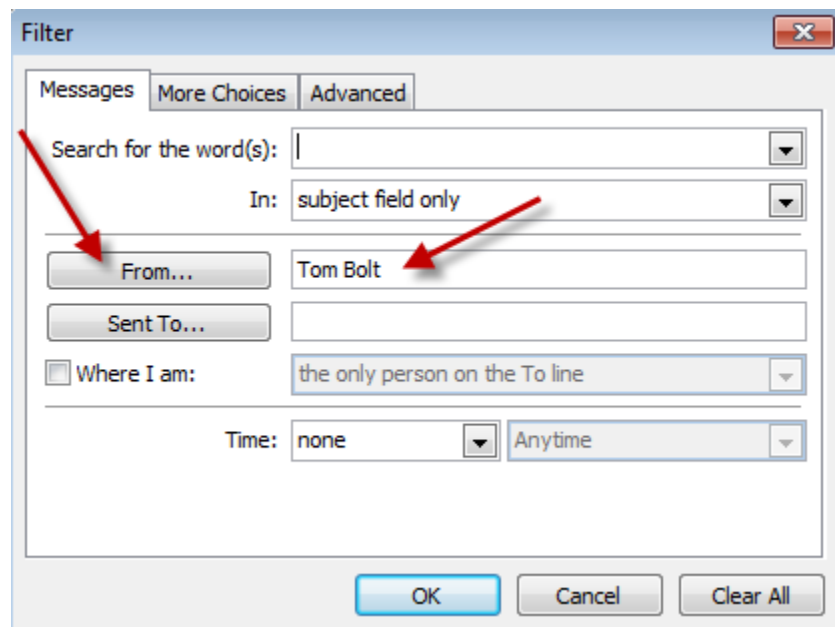


2. Select **Add** and give it a name. I called mine below "Tom Bolt" because I want all emails from Tom Bolt to turn BLUE in 8 pt Showcard Gothic Font. Next, select the **Font** button to select the desired font, color &

size. Finally, select the **Condition** button.



3. Set the condition. I selected a specific sender. You can set your own condition, such as all emails where the subject line contains “ABA”.



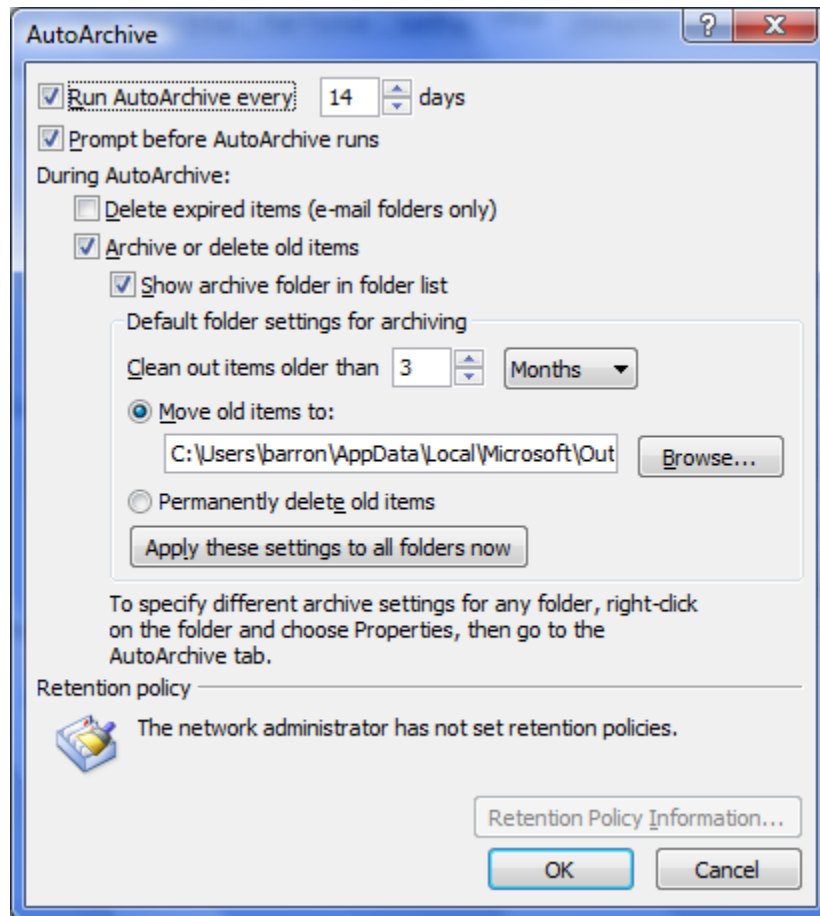
D. Outlook Add-On Programs To Help You Sort and Store Your Email: There are many third-party programs that integrate with Outlook which can help you organize, sort and store your email (both incoming and outgoing). The major downside to these programs are that the email gets saved in your Outlook Mailbox, which is a huge problem because (1) no one else can have access to those emails (big problem in law firms, and (2) you are encouraging the saving of emails in Mailboxes that are probably already nearing or over Outlook's capacity). With that huge, caveat, below are a few to options:

1. **SpeedFiler by Claritude:** See www.claritude.com. This program will auto file incoming and outgoing messages and has sophisticated search functions. It has a 30 day free trial, and it's \$25/\$40 to buy.
2. **SimplyFile by TechHit:** See www.techhit.com/simplyfile. This program will auto file incoming and outgoing messages. It has a 30 day free trial, and it's \$40 to buy. TechHit also sells a program called EZDetach which helps you manage attachments to email and it will work in conjunction with SimplyFile.
3. **Xobni:** See www.xobni.com; find people, email & attachments instantly; it's FREE.
4. **Sanebox:** See www.sanebox.com; Sanebox service that automatically sorts your email into several folders based on each email's importance, which is often determined by the sender. For example, it can automatically route email newsletters that you want and subscribe to, into a Read Later folder without have to set up an Outlook Rule. It learns your preferences based on your behavior.

E. Archiving Old Outlook Email: Many Outlook users end up with an enormous accumulation of email in their Sent Mail and Deleted Mail folders. Furthermore, some mail is sorted into subfolders and forgotten about. All of this will start to bog down servers and PCs as those databases of emails get larger and larger. Thankfully, Outlook has an excellent way to dealing with this problem - AutoArchive. In a nutshell, AutoArchive will allow you to a) permanently delete expired items; b) delete or c) archive old items to an archive file (archived database). Conveniently, the first time AutoArchive runs, it creates the archive database for you. It is stored on the C:\ by default so you'll either want to move it to a server folder or back it up directly from your C:\. Once it has established itself, you'll see the Archive folder in your Outlook Folder List. There are two sets of AutoArchive settings: global settings and per-folder settings.

1. **Turn AutoArchive On or Off.** Click the Tools menu → Options → Other tab → click the AutoArchive button. At the top of the following dialog, you'll see "Run AutoArchive every __ days." If you uncheck that box, it

will not run. As you can see from the following screen shot, you have many options for this:



Note that these are your default (global) AutoArchive settings.

2. **Control the Archive Settings of a Specific Folder:** You can control what any particular folder does in Outlook by following these steps: Right-click the folder → choose Properties → click the AutoArchive tab → Make your changes and click OK.

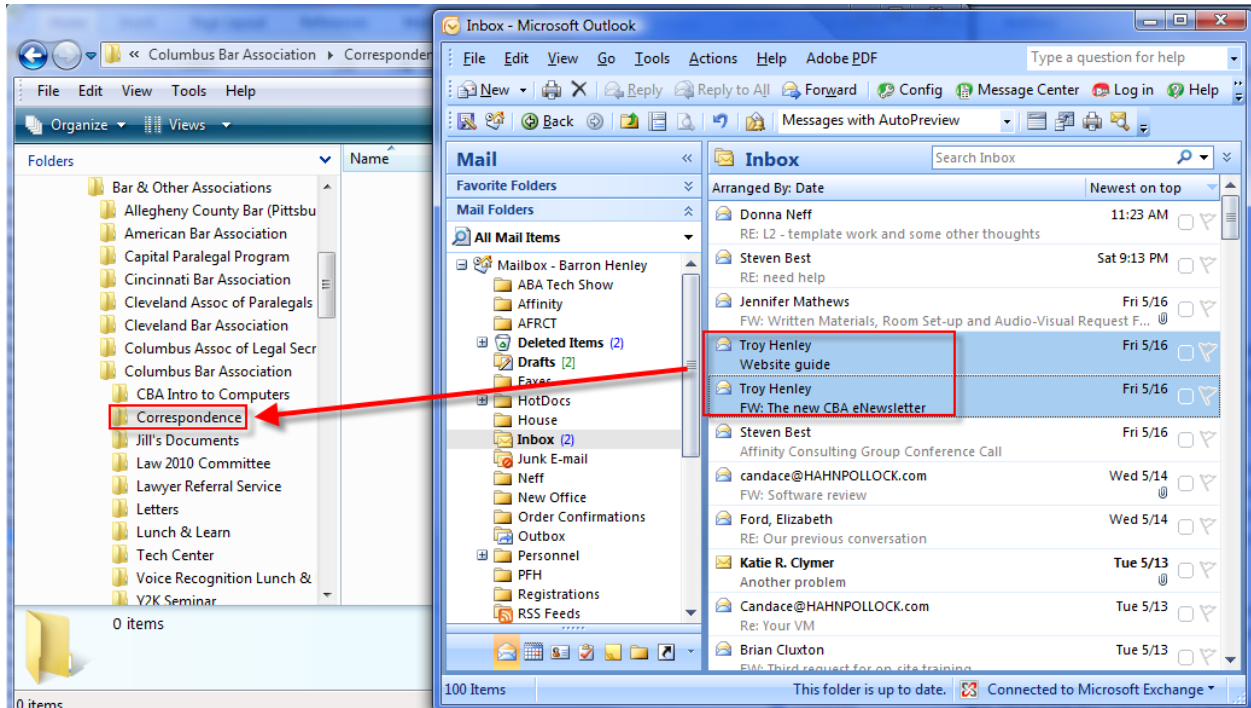
F. Saving Email Messages Outside of Outlook: When an email message is in your Outlook inbox, it's just a record in a database and *not* a discreet document like a Word file. That fact is a big part of the problem associated with organizing and storing them. Email related to a particular matter is stored in one place; and word processor files related to that matter are stored somewhere else. However, you can create documents out of those emails and those documents can be stored with every other document related to a particular matter or issue.

1. **Saving Email as You Would Save a Document:** The classic problem that organizations have if they do not own a document management system is saving and finding matter or project-specific email. Why? Because people (1) keep them in their individual inboxes, or (2) save them in subfolders

within their own inbox (which no one else has access to), or (3) delete the email altogether. Email is valuable correspondence that in most circumstances should be saved in a central location where everyone in the office can have access to it.

As it turns out, you can save email much like you save a Microsoft Word document clicking the File menu → Save As. I recommend that you save emails as a **Outlook Message Format (*.msg)** format.

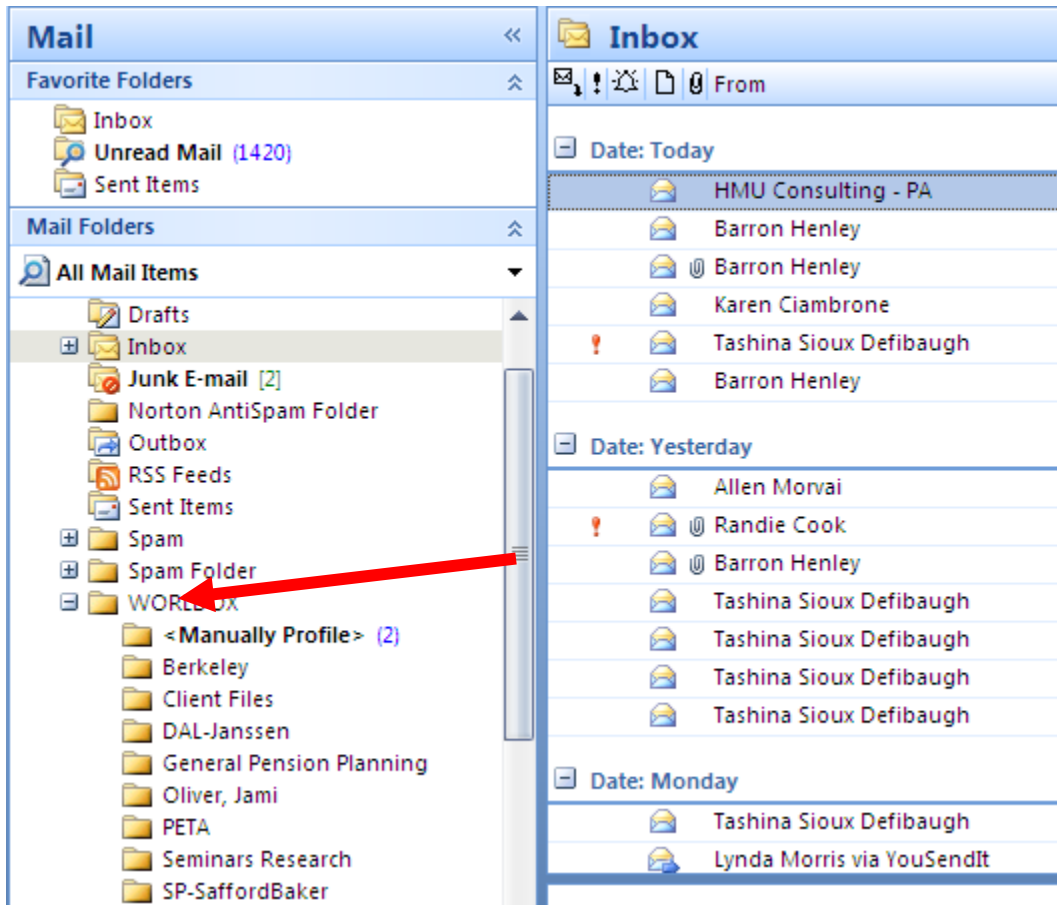
- 2. Saving Email By Dragging Into a Windows Explorer Folder:** You can clean out your inbox or subfolders under your inbox by cascading the windows and simply dragging and dropping all of them into the desired folder. This will COPY the emails over into that folder, saving them automatically as MSG (native Outlook Message Format) files, which preserves the metadata and all attachments.



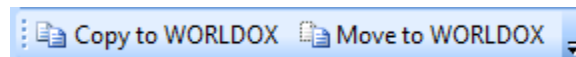
- 3. Saving Email With Document Management Programs (DMS):** While document management programs (Worldox, Interwoven Worksite, NetDocuments, etc.) were originally thought of as only word processing document repositories, that is no longer true. They can now store just about any type of computer file (word processor, PDF, TIF, email, JPG, etc.).
- 4. Worldox Example:** Using Worldox as an example, it provides 3 different ways to save emails (see below). Once profiled and saved, the emails are stored within the client/matter structure and easily searchable and accessible

by anyone who uses the document management system (Worldox, in this case).. It's also important to note that you can save them one-at-a-time or large quantities of them all at once.

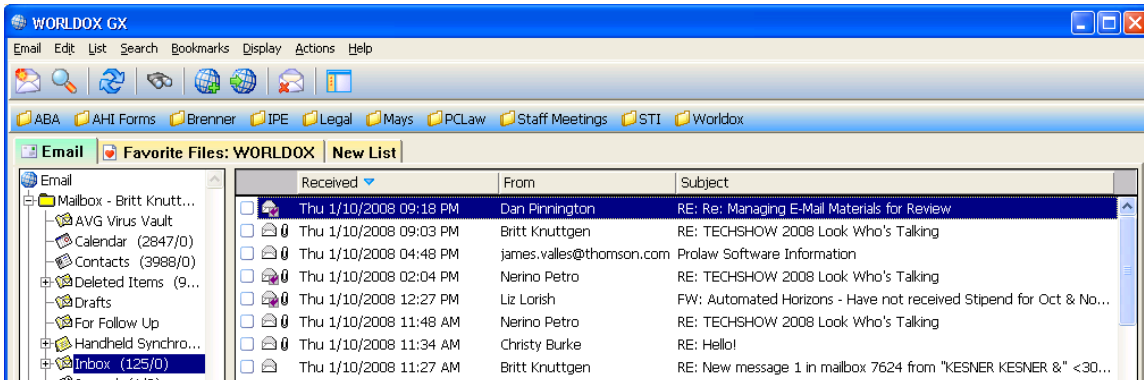
- a. **Save Email From Within Outlook - Drag and Drop:** Saving to Worldox from within Outlook – Drag and Drop on the Worldox "folder" for a particular matter.



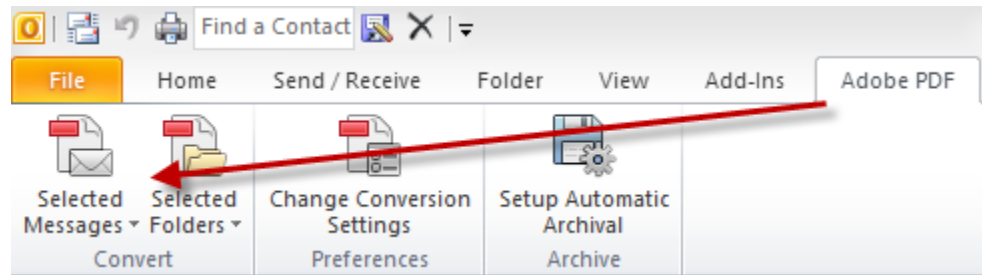
- b. **Save Email From Within Worldox - Copy or Move Buttons:** The Worldox/Outlook integration also provides **Copy To Worldox** or **Move to Worldox** buttons (located in the toolbar region of Outlook). Simply select the email(s) you want to save into the system, then click the appropriate button shown below.



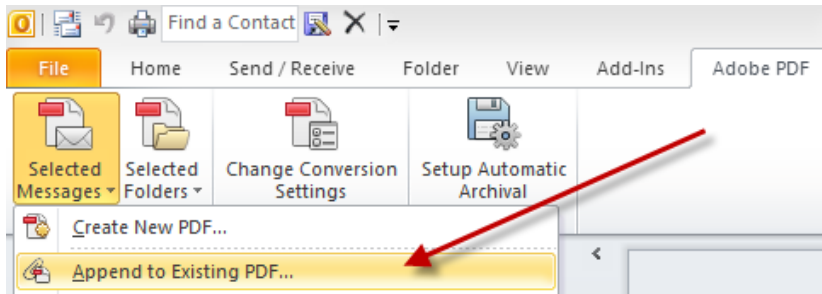
- c. **Save Email From Within Worldox:** Saving email from the Worldox Email Tab which allows you to see your Outlook inbox from within Worldox.



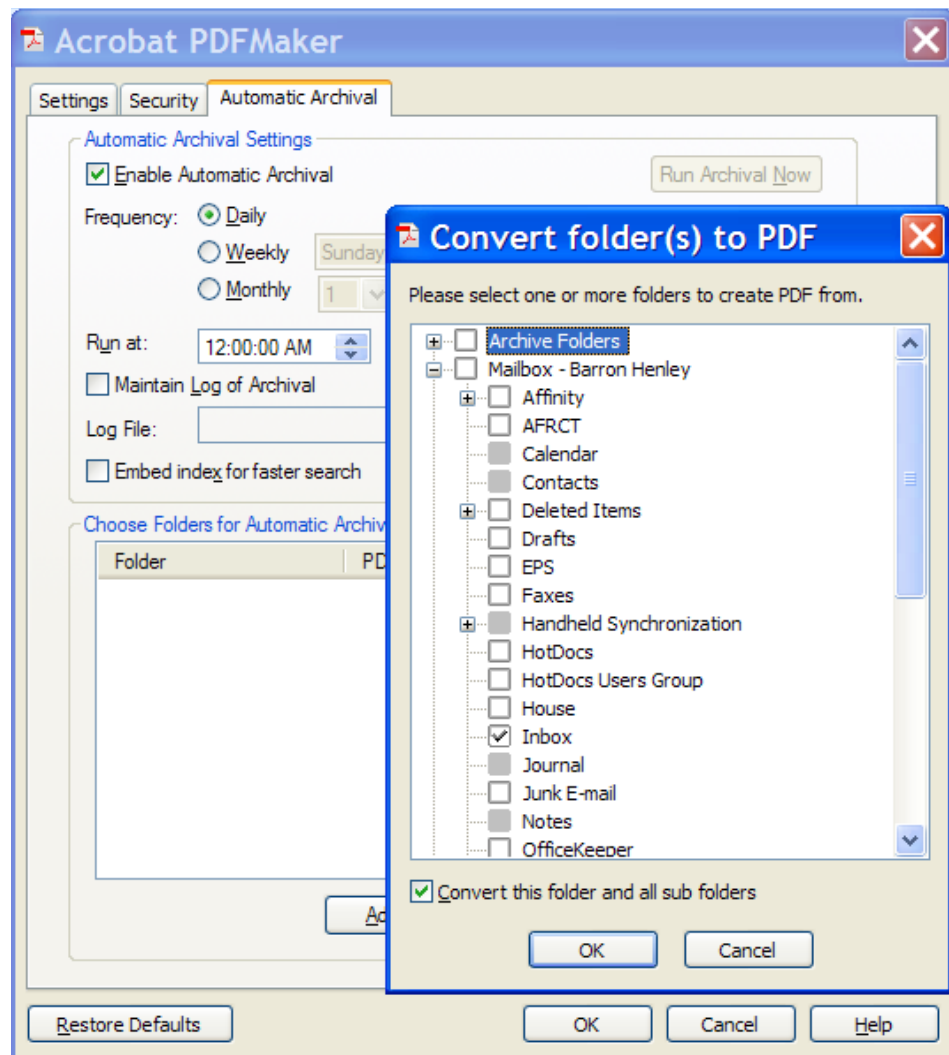
- 5. **Saving Email as PDF Files:** If you have Adobe Acrobat, it installs a few plug-ins in Microsoft Outlook. For those that wish they had a good way to archive and store emails and attachments, this integration can be appealing. The downside of this method is that the email is no longer a native Outlook message, and it loses some of its valuable metadata. You can't open it and reply or forward it from Outlook. It is now a PDF. That isn't the end of the world by any means, but it is a potential downside.



- a. **Acrobat - Creating PDFs from Individual Emails or Entire Folders:** Simply select individual emails (Ctrl + left click) or select entire folders; then click Convert Selected Messages or Convert Selected Folders. This will create a single PDF which contains all of the emails you've selected *and all of the attachments thereto*.
- b. **Acrobat - Adding Subsequent Emails to Existing PDFs:** If you receive additional emails which need to be added to an existing PDF archive, simply choose Append to Existing Adobe PDF.



- c. **Acrobat - Automatic Archival:** As you can see from the screen shot, you can also setup folders to automatically archive themselves. This would be particularly useful if you have setup Outlook rules to automatically sort your email into specific folders and then use Acrobat to automatically archive it.



- d. **Saving PDFs without Acrobat:** If you don't have Acrobat, you can still save email as PDFs. You're not going to get the slick Outlook

integration buttons and menus, but you can certainly open an email and create a PDF from it using any PDF creator program, several of which are free. For example, I would recommend either of the following free PDF makers.

- PDF995 - free - www.pdf995.com
- PDFCreator - free - <http://sourceforge.net/projects/pdfcreator>

G. Email Storage Tips:

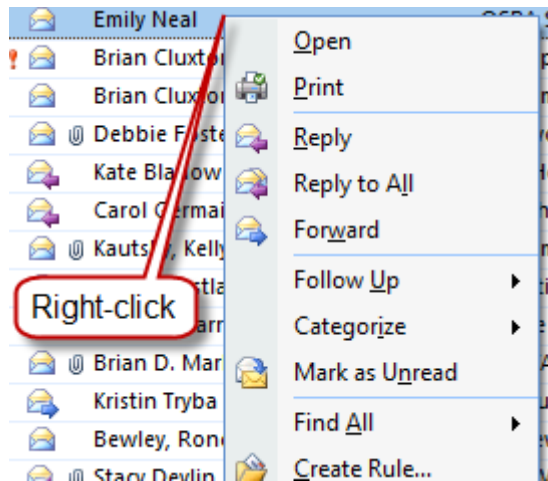
- 1. Store Email with Other Related Files:** Store the email in the same location as other electronic files related to any particular matter. Any system that requires you to save email separately from other electronic files related to a matter is inadequate.
- 2. Delete or Archive Email Once Stored:** After an email is stored into a folder or a document management system, delete or archive it. Keep Outlook as clean as possible.
- 3. Always Separately Save Attached Documents:** Outlook is NOT a document management system and should not be used as a document repository. Documents attached to Outlook emails are actually stored in a temporary folder structure that is incredibly convoluted and is normally hidden.
- 4. Stop Printing Email:** If you've saved email digitally, then they're easily searchable and printing them to throw in paper files only makes your paper files fatter, harder to manage and harder to search.

H. Benefits of Storing Email Outside of Outlook:

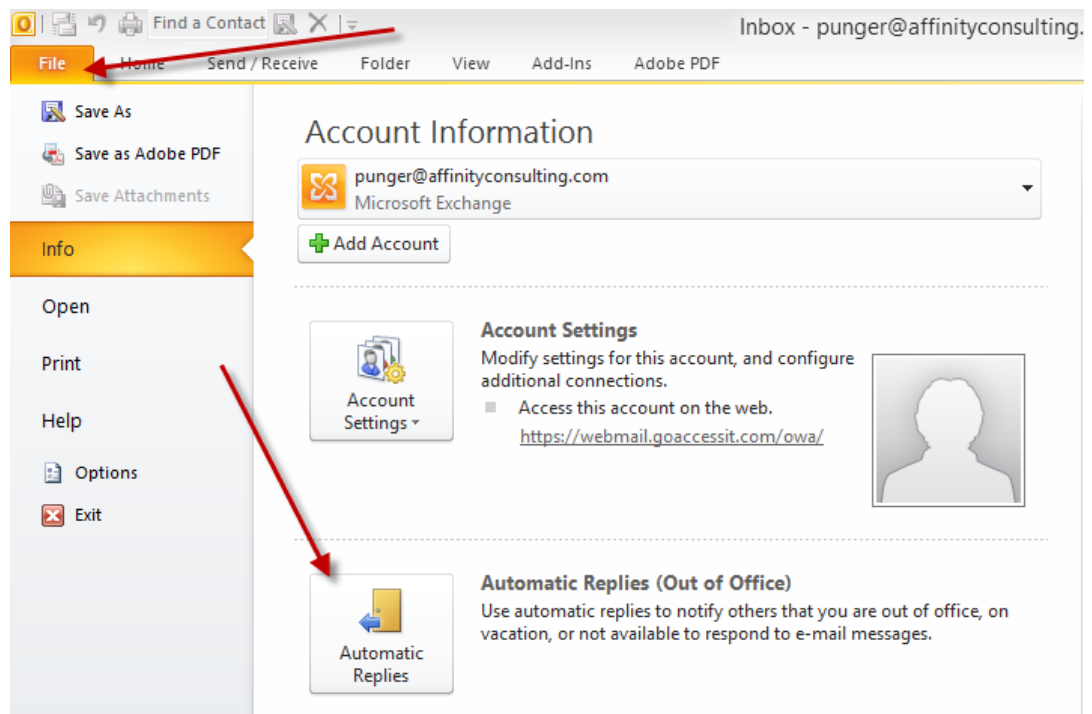
- 1. No Worry About Email Storage Limitations:** If you save email as separate files or in other programs, then you can free up mailbox space in Outlook and Exchange Server. As such, the IT folks will stop complaining that you're overloading the Exchange Server and your computer will operate faster.
- 2. Everyone Else Can Find Them Too:** Once saved as separate files, others in your office will be able to find these important client communications. You're on your way to building a complete digital file.
- 3. Searchable Like All Other Documents:** If you're saving into a document management system, then the content of all email stored therein is searchable. If the email is stored as separate files (PDFs, MSG files), then there are free or very inexpensive search programs that can help you find any of them by the words contained inside them.

VII. OTHER OUTLOOK TIPS AND TRICKS

- A. **Create Contacts from Email:** Drag and drop an email to the Contacts button and Outlook will create a new contact card for that email sender.
- B. **Right-Click Email for All Possible Options:** Also known as alternate clicking, this feature will present very handy functions such as Open, Reply, Print, Forward, etc.

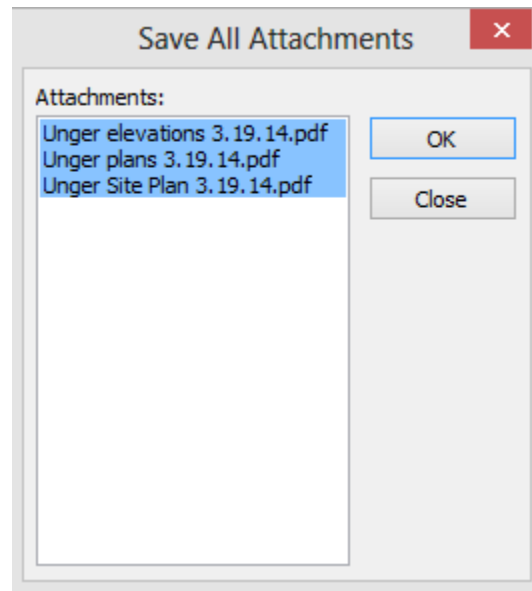


- C. **Out of Office Assistant:** If you're going to be out of the office, this is a way to automatically notify people who send you email. To turn on this feature, click **File** > **Automatic Replies**.



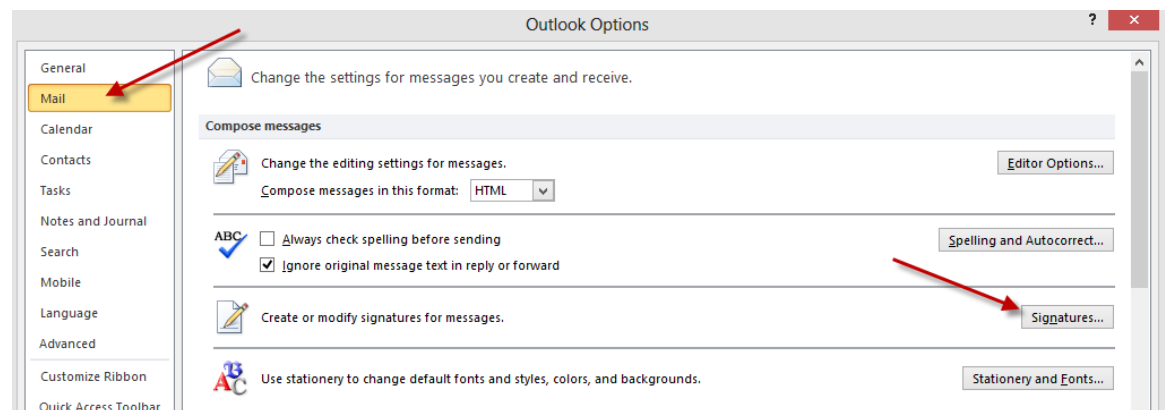
D. Saving Attachments to Email:

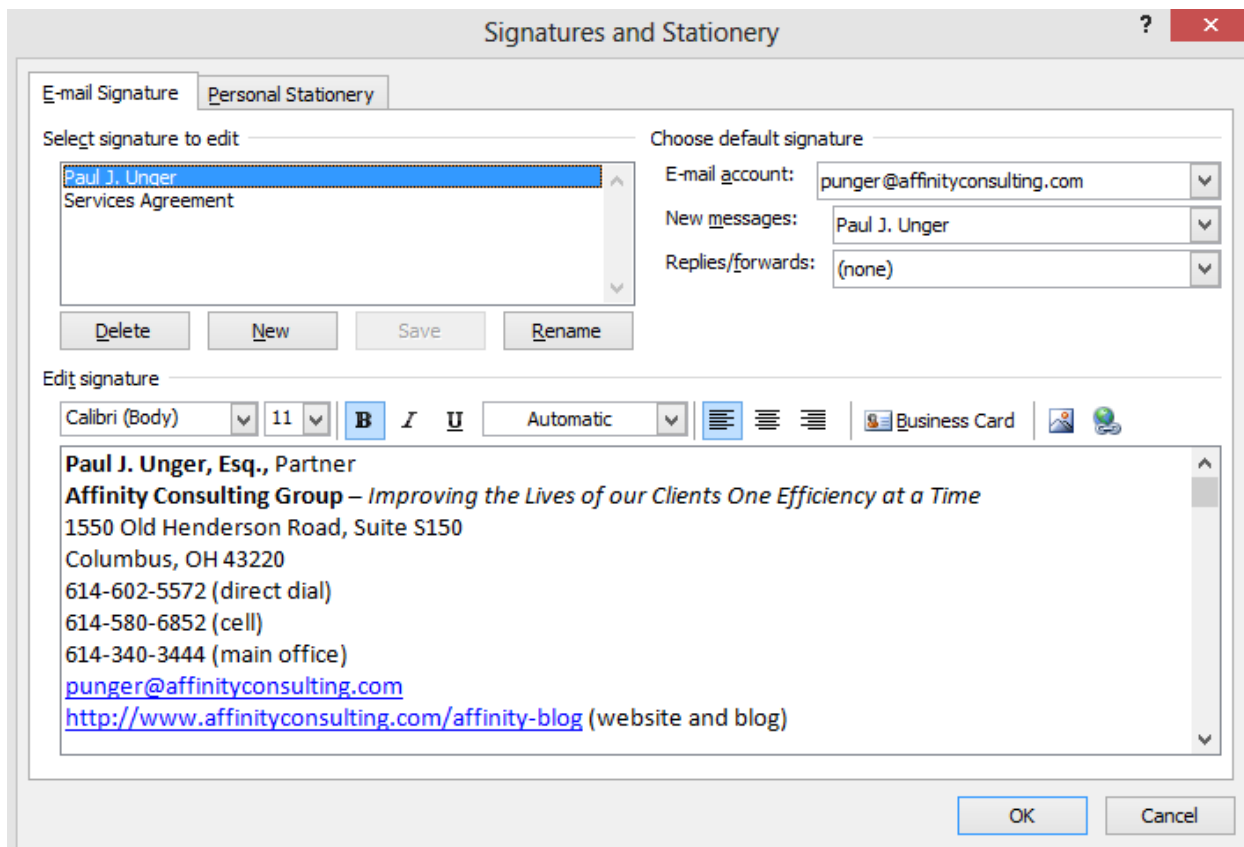
1. **One At A Time:** Open the email, right click the attachment and choose Save As.
2. **In Bulk:**
 - Outlook 2010/2013 – File button → Save Attachments



E. Set up your Signature Block:

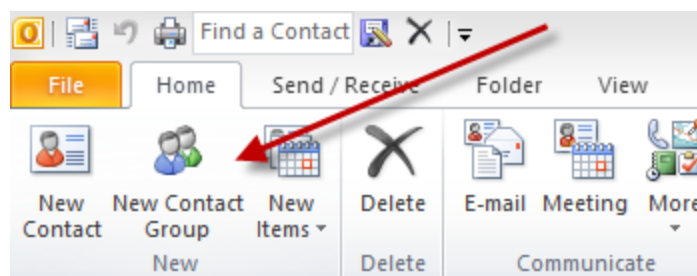
In Outlook, click the File menu → Options button → Mail tab (left side) → Signatures button.





F. Distribution Lists in Outlook:

If you routinely send email to a group of people, you can create a distribution list or contact group which will make it much easier. For example, I have a Contact Group called Affinity which automatically sends the email to 5 other people. All I have to type in the TO box is Affinity. Go to your Contacts in Outlook → New Contact Group button (Home ribbon) → name the group and add the appropriate email addresses.

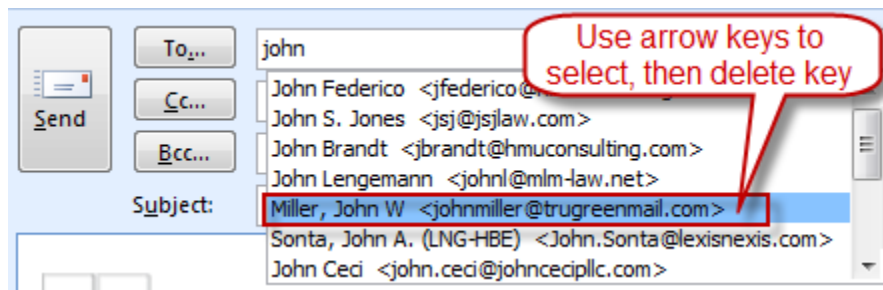


G. Find Contacts Super Fast:

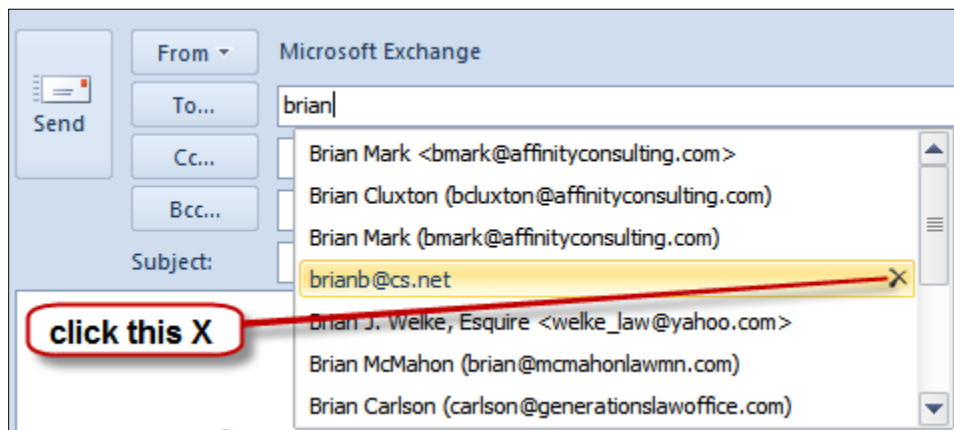
For the Quick Contact Search, just hit the F11 key and type in a first or last name.

H. Edit The Auto-Complete List:

If you send an email to a person one time, then Outlook will remember their email address the next time you start typing anything that begins with the first letters of that person's email address. This has resulted in lots of email being sent to the wrong person. Outlook auto-completes an email address and it's the wrong one. In Outlook 2007, if you want to get rid of that person from auto complete you only sent one email to, start typing a name in the TO box of a new email. When the list appears, use your **arrow keys** to highlight the one you want to delete, then hit your delete key.

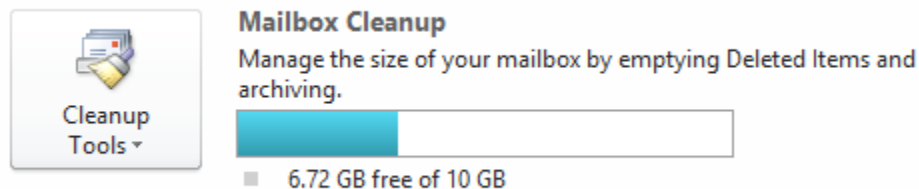


They've made this process easier in Outlook 2010 and 2013. Just start typing a name and when the auto-complete list of names appears, you can hover over the one you want to remove with your mouse and click the X that appears on the right side of each name:

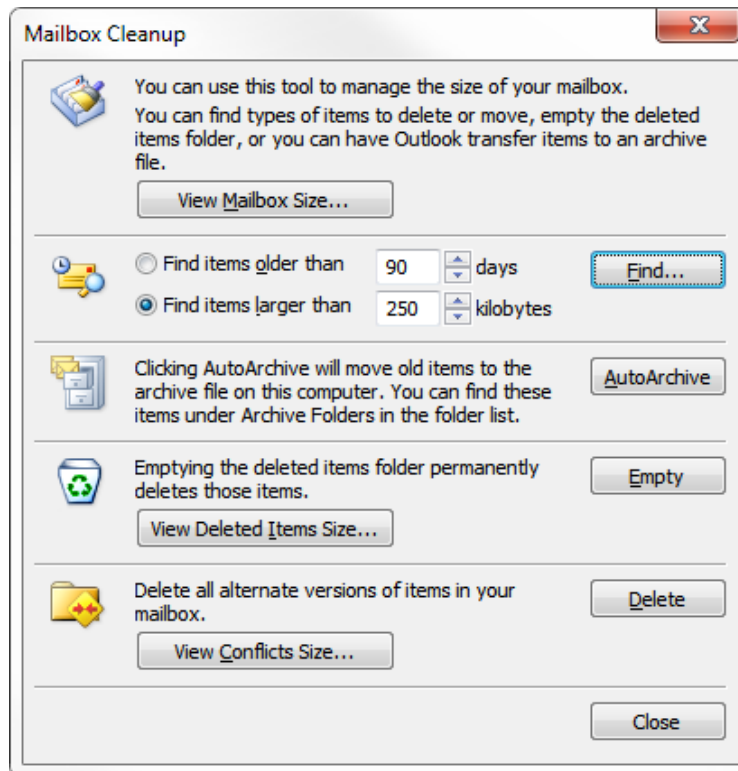


I. Mailbox Cleanup:

From the File menu ➔ Info tab (left side) ➔ Cleanup Tools button.

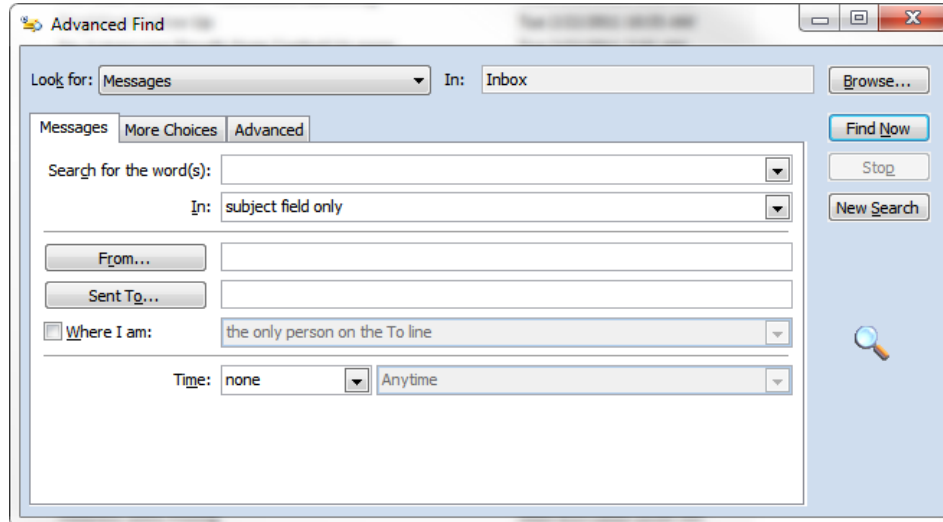


See below for all of the options it provides:



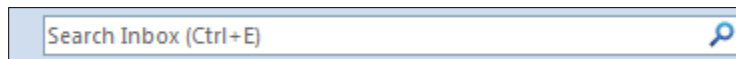
J. Advanced Search Capability:

This feature gives you a tremendous number of options for searching through Outlook. Simply hit **Ctrl + Shift + F**.



K. Email Quick Search:

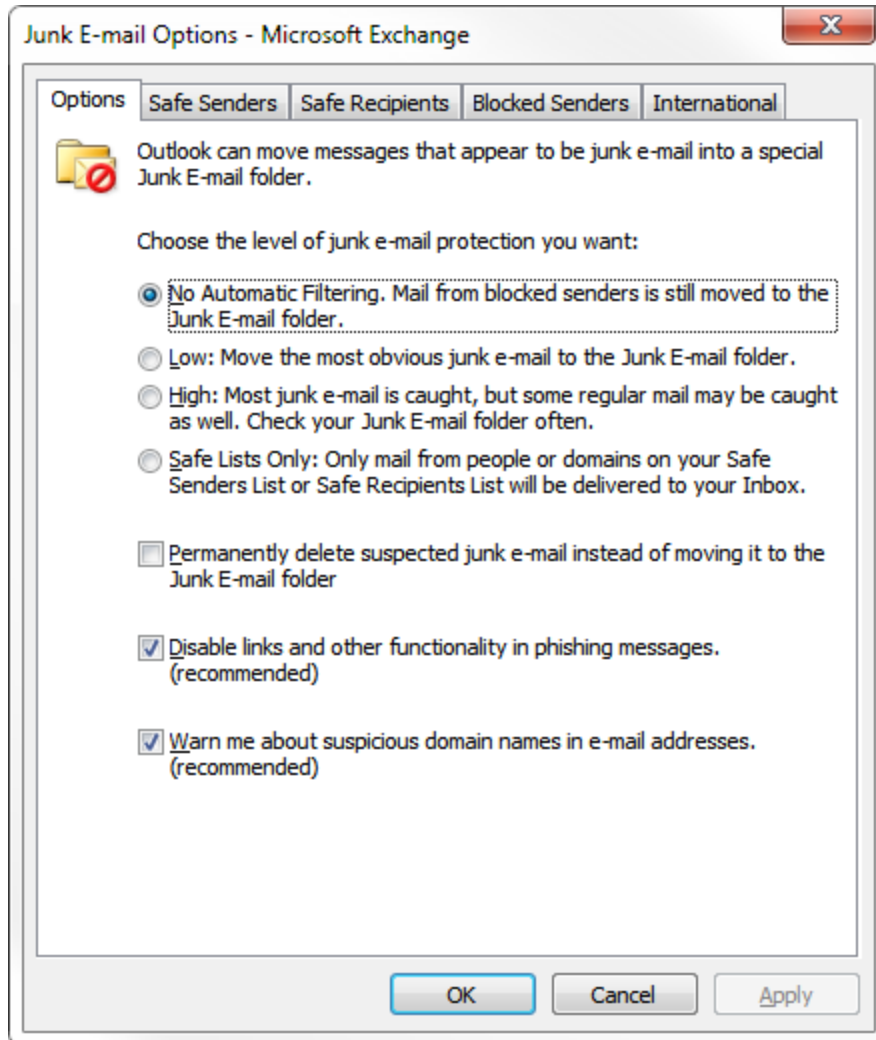
At the top of each mail folder, you'll see a box like the one below:



This will search for words you type in the email address or body of any email contained in that folder and it's *very* fast.

L. Junk Mail Settings:

Click on Mail ➔ Junk button in the Delete group of the Home ribbon ➔ Junk Email Options.



M. Block Senders:

The easiest way to do this is to right-click an email from a sender you want to block in the future. Choose Junk ➔ Block Sender.

VIII. GENERAL EMAIL TIPS AND NETIQUETTE:

- A. **Spelling and Grammar:** Use proper spelling and grammar. Emails that have proper spelling and grammar are more professional and easier to read. It will also reduce the risk of misunderstanding, which is quite common with email communication.
- B. **Always Include Contact Info:** Always include your contact information in your signature, even your replies. It just saves everyone time.
- C. **When in a Hurry, be Extra Careful:** While we are on the road, it is really easy for us to skim an email and miss something that is very important. Sometimes it is better to wait to reply until you have a moment to read the email carefully. Failure to do so can end of costing a lot of people, including yourself, a lot of time, money and drama.
- D. **Don't Be Rude:** Remember there is a human being on the other end of the email. It is easy to forget in this age of electronic communication. It is pretty easy to be rude when you aren't looking at them in the face.
- E. **Never Send an Angry Email:** Never send an email if you are angry or frustrated. Wait 10 minutes, an hour, or even overnight if necessary. Better yet, many times it might be better to pick up the phone and have a live conversation.
- F. **Use a Subject Line:** Clearly describe the message contents in the Subject line. A clear and concise description helps everyone organize their Inbox.
- G. **Don't Put the Whole Message In the Subject Line:** Contrary to some advice, do not start typing your message in the Subject line. I know some have recommended this as a time-saver. It can be, but it is also more difficult to organize and find email drafted in that manner.
- H. **Email Is Often Misinterpreted:** There are many studies which indicate that 50% or higher of emails are misinterpreted regarding tone. The problem is illustrated by the following passage.

"Don't work too hard," wrote a colleague in an e-mail today. Was she sincere or sarcastic? I think I know (sarcastic), but I'm probably wrong. According to recent research published in the Journal of Personality and Social Psychology, I've only a 50-50 chance of ascertaining the tone of any e-mail message. The study also shows that people think they've correctly interpreted the tone of e-mails they receive 90 percent of the time. "That's how flame wars get started," says psychologist Nicholas Epley of the University of Chicago, who conducted the research with Justin Kruger of New York University. "People in our study were convinced they've

accurately understood the tone of an e-mail message when in fact their odds are no better than chance," says Epley.²

Therefore, it is imperative that email (and instant messages, for that matter) are carefully worded. When appropriate, you should also consider using emoticons in order to clearly convey tone - ;)

- I. Beware of Forwarding Email:** Be cautious of forwarding emails. Read the entire email first. There may be derogatory statements from others deep in the string.
- J. Be Cautious About Blind Copying:** You can't trust the recipient to not hit REPLY TO ALL! You are probably better off sending the original and then forwarding a copy to desired party.
- K. Avoid Large Attachments:** Be cognizant of sending large attachments to people. Send links whenever possible using a client portal or a service like Dropbox, Box or Citrix ShareFile, when appropriate.
- L. Only Copy People Who NEED To See It:** Don't CC people or Reply to All unless it is absolutely necessary. You know how many unnecessary emails you receive a day. Don't be part of the problem – be part of the solution.
- M. Don't Forward Junk:** Don't forward jokes, spam or chain messages.
- N. No Caps:** Don't type everything in CAPITALS. In web-speak, this is equivalent to SHOUTING! If someone does this to you, it probably means he/she thinks you are an idiot.
- O. Don't Forward Virus Warnings:** 99.9% are hoaxes. If you are worried about a virus rumor and want to check, go to www.snopes.com or www.hoax-slayer.com to verify if the warning is legitimate.

IX. DOCUMENT AUTOMATION

Very few technologies save time like automating the drafting of documents. There are five or six primary methods professionals utilize when drafting documents. They are broadly classified as follows:

- A. Cut and Paste/Search and Replace ("Search and Replace"):** When creating new documents, most professionals simply start with the last document they created for a similar client and then modify it (cut-and-paste, search-and-replace) to suit the new client. Although this is the most common approach, it has several significant disadvantages. The first is a high margin for error and the second is a lack of speed. The margin for error (and

² *The Secret Cause of Flame Wars* by Stephen Leahy, Wired Magazine, February 13, 2006. See <http://tinyurl.com/2eu6un>.

therefore malpractice risk) arises from the fact that Search and Replace is unstructured, relies on memory, assumes the word processor will "catch" all of the items in need of replacement and requires many steps. Memories fail, word processors don't catch everything and more steps create more mistakes and slower drafting. Transcribing voice recordings or hand written notes and cobbling together provisions from other documents makes the process slow. Finally, particularly with negotiated documents (leases, contracts, settlement agreements, etc.), the old document you may be starting with has typically been compromised during the prior negotiation process. So unless you can remember exactly what compromises were made, it is actually a terrible document to start with on a new transaction. As a result of the foregoing, Search and Replace is characterized by disorganization, mistakes, and inefficiency; and should be avoided whenever possible.

B. Plain Forms, Model Documents and Templates ("Plain Forms"): Some professionals have taken the time to create model documents or templates which contain as many language options as possible. In the alternative, some have broken all of their documents down into component parts and assemble their documents by cobbling together unique clauses, paragraphs or phrases they've previously organized, categorized and labeled. The language from either approach may contain blanks and/or written instructions to the user as to what should be entered into any particular blank and under what circumstances optional language should be included or excluded. This is significantly better than Search and Replace, but is still slow and contains a margin for error unacceptable to many.

C. Forms Plus Word Processor Automation ("Forms Plus"): Some professionals take the Plain Forms approach, then improve it by adding in automation features available in their word processor (typically WordPerfect or Word). This can mean utilizing merge functions, "prompt" fields, macros to expedite the insertion of optional language, and/or better use of Word's AutoText or Quick Parts features or WordPerfect's QuickWords feature. It's fairly easy to create templates and utilize the tools that Word or WordPerfect provides you for automating those templates. Automating the fill-in of names and the like is fairly easy. However, unless you're a programmer, gathering lists (beneficiaries, trustees, personal representatives, etc.), making language conditional and calculating things (such as he/she, him/her, verb conjugation, list punctuation) is extremely difficult, particularly in MS Word. This approach also assumes that you have a mastery of your word processor and know, for example, how to utilize automatic paragraph numbering, auto-calculating cross references, automatic tables of contents and other higher-end features. If these things aren't built into your templates, then you end up spending a lot of time wrestling with formatting issues and paragraph numbering which can significantly off-set any efficiencies you may have otherwise gained by utilizing word processor automation features. Having said all of that, you should be utilizing this approach at a minimum. It is superior to Search and Replace and Plain Forms in almost every respect. Further, the Search and Replace method is enhanced by the fact that properly created templates control list and other formatting making pasting a much more productive step.

D. Plain Forms + Practice Management Software: Practice Management software primarily aids professionals in organizing case information and items related to a case like documents, emails, and phone calls. A sometimes overlooked fact is that most case

management vendors offer integration options for your Word or WordPerfect templates. In practice management or contact management systems, you can store your templates within that system. When a document is created within a specific matter, the equivalent of merge codes grabs key information (client names, pleading captions – indeed nearly any of the case related database fields). Though not a true “document assembly” option for many this is a strong candidate as the next step.

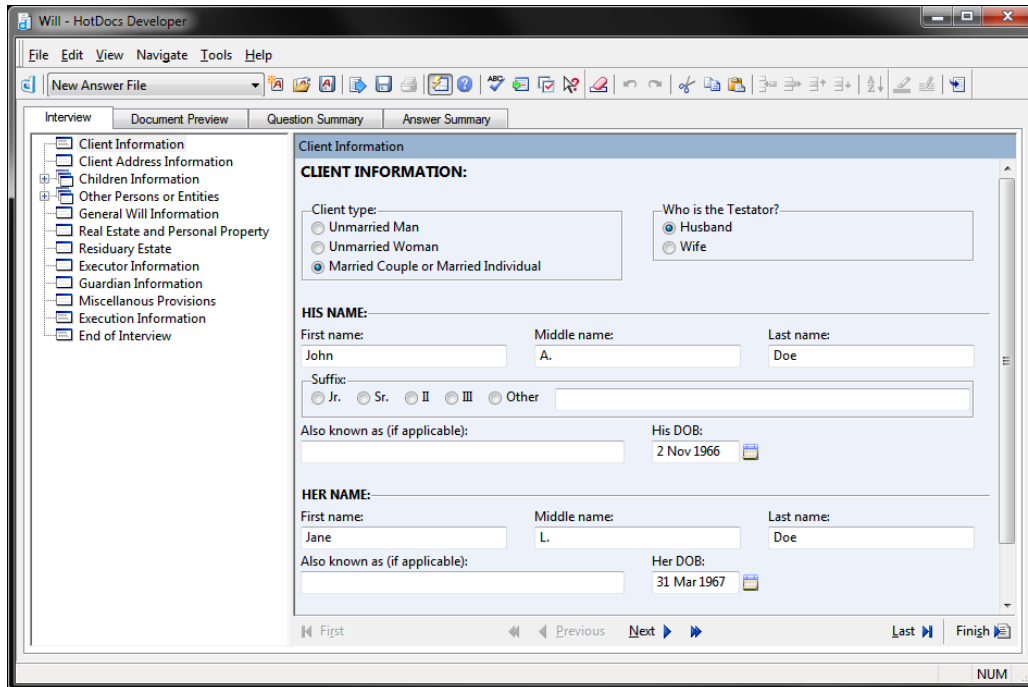
E. Commercial Drafting Systems ("Commercial Systems"): Having become frustrated with the inefficiency of Cut and Paste, or the amount of time necessary to develop and maintain the Plain Forms or Forms Plus approaches, some professionals simply buy or subscribe to a Commercial Systems.

Commercial Systems are widely divergent in terms of sophistication. For example, I have encountered estate planning drafting systems which enable the user to generate incredibly complex, customized documents which are valid in all 50 states. On the other end of the spectrum, I have seen systems which are nothing more than the most basic and simple forms with fill-in-the-blank technology. Sophisticated systems can cost as much as \$5,000+ per year; and simple ones can be as inexpensive as a one-time \$200 fee. Most Commercial Systems contemplate that you enter information about your client and in return, the system generates customized documents for that client. Some work in Word or WordPerfect; and some utilize their own custom-built word processor environment.

F. Forms Plus Document Assembly Software ("Document Assembly"): Finally, some will take the Plain Forms approach and raise it to another level by utilizing third-party document assembly software in conjunction with their word processor. In effect, these individuals are creating their own commercial drafting systems. In fact, many of the Commercial Systems available are exactly that: a combination of Word and/or WordPerfect and a home-grown or commercially available document assembly program.

1. What Is Document Assembly? Most document assembly programs integrate with your word processor and enable you to create sophisticated templates. Those templates typically generate an interview (series of questions) presented to the user. Upon answering the questions, a customized document is instantly generated. In addition to simply filling in blanks, document assembly programs support conditional logic (i.e., include the guardianship paragraph if the client has minor children or adult disabled children), infinite lists, and the ability to calculate text, numbers and dates.

The on-screen interview is quite powerful because the template designer can control everything about the sequence and content of the interview. With practice, you can reproduce your entire decision tree in the template and build in safe-guards that walk even novice users through the assembly process. An example of how an interview looks is shown below:



2. How It Works - Big Picture: Using HotDocs as an example, the program allows users to replace changeable text with variables (i.e., «Testator Name», «Testator Street Address»), make the inclusion of text (words, sentences, paragraphs, etc.) conditional, gather (infinite) lists, and automatically calculate dates, text and numbers.

By “lists”, I mean that the template can gather and process multiple records. This is particularly important with legal documents because there are almost always parties and you never know how many there will be. For example, in a deed, you have grantors and grantees. There could be more than 1 of each. In estate planning documents, there may be multiple children listed, executors/personal representatives, beneficiaries, guardians, or trustees. All of those things are lists. Good document assembly software lets you enter as many parties as necessary and based upon how many you enter, the template will produce correct language. For example, depending upon what the user enters into a list of children in a Will, the document may say:

“Barron Henley has no children.” or

“Barron Henley has one child, Ariel, age 16.” or

“Barron Henley has two children, Ariel, age 16 and Alexis, age 14.” or

“Barron Henley has three children, Ariel, age 16, Alexis, age 14 and Rylee, age 12.”

The point is that whatever the user enters, the template produces the correct language and verb conjugation; and it doesn’t matter how many there are.

With each new variable, you create a corresponding question (prompt) which is presented to the user during the assembly process. Generating a new document is a simple matter of

answering the questions presented by the template. After the questions are answered, the completed document appears on the screen (in Word or WordPerfect), ready edit, save, print, etc.

After a document is assembled, HotDocs allows users to save the answers entered for one document so that they can be used to assemble other documents which use the same information. In this manner, users simultaneously decrease the margin for error while eliminating time wasted on redundant data entry. The document produced by HotDocs is a plain word processor document and can be edited and stored like any other document.

3. Document Assembly Options: There are several available document automation applications and while each has its own unique way of handling the task, they all are very capable and able to achieve the objectives we discuss below. Each of them work with Word or WordPerfect or both. Some provide the ability to automate PDF forms. Because HotDocs continues to dominate the market and both of us are most familiar with it we refer to and show examples from HotDocs throughout this article but we could just as easily be referring to any of these applications. It is highly recommended that you explore the various options and decide for yourself which application best meets your needs in terms of availability, functionality and cost. Here are some options to explore:

- HotDocs - www.hotdocs.com
- ContractExpress - <http://contractexpress.com/>
- Rapidocs - www.rapidocs.com
- QShift - www.ixio.com
- Pathagoras - www.pathagoras.com
- Perfectus - www.perfectussolutions.com
- ActiveDocs - www.activedocs.com
- Exari - www.exari.com
- AmazingDocs - www.amazingdocs.com

TAB H



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Fellow of the American Academy of Matrimonial Lawyers
Top 100 Ohio Super Lawyers - 2017
Top 50 Cincinnati Super Lawyers 2015 - present
Ohio Super Lawyers, 2004 - present
Martindale-Hubbell® AV® Preeminent™ Peer Rated
Cincy Leading Lawyer, 2008 - present
Life Fellow of the American Bar Foundation
Ohio Bar College, 2008-2009, 2015 to present
Beyond Civility Community Workshop, Spring 2015 Class
U.S. News - Best Lawyers® "Best Law Firms", Tier I - Family Law
2011 - present

Professional Associations: American Academy of Matrimonial Lawyers
American Bar Foundation
American Bar Association (Section of Family Law, Section of Litigation)
Ohio State Bar Association (Family Law Committee)
OSBA Family Relations Law Specialty Board
Cincinnati Bar Association (Domestic Relations Court Committee-
Chair, 1992-1994; Admissions Committee, 1980 to present;
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Salmon P. Chase College of Law, J.D. 1977
(Law Review, Articles Co-Editor; Phi Alpha Delta)

Notable Decisions:

Holden v. Holden, 2016-Ohio-5557
Foppe v. Foppe, 2009-Ohio-6926
Robert v. Tesson, 507 F.3d 981 (2007)
Thomas v. Thomas, 171 Ohio App.3d 272, 2007-Ohio-2016
Reik v. Bowden, 172 Ohio App. 3d 12, 2007-Ohio-2533
Pol v. Miller, 2007-Ohio-2954
Zerbe v. Zerbe, 2005-Ohio-1180
Sutphin v. Sutphin, 2004-Ohio-6844
Hamilton v. Hamilton, 2002-Ohio-2417
In re Adoption Koszycki (1999), 133 Ohio App.3d 434

Recent Lectures:

Attorney Conduct: Future-Focused Ethics (CBA)	2018
Spousal Support and the New Tax Laws (CBA)	2018
Tax Cuts and Jobs Act of 2017 (CBA DR Inst)	2018
Separate Property (AAML)	2017
Ethics and Technology (AAML)	2017
Separate Property in Collaborative Cases (CACP)	2016
Case Law Update (OSBA)	2016
Ethics & Technology 2.0 (CBA DR Inst)	2016
Tracing Separate Assets (CBA)	2015
Ethics & Technology (CBA DR Inst)	2015
Negotiation (OSBA and NBI)	2015
Child Support and Disabled Adults (OSBA)	2014
<i>Mandelbaum</i> Abrogated: The New Statute (CBA)	2013
Spousal Support Issues (CBA DR Inst)	2012
Life Insurance Issues (OSBA - DR Specialists)	2011
Consideration of Tax Consequences (OSBA/CBA)	2010, 2011
Case Law Update (OSBA - DR Specialists)	2007
Helping Your Clients Through a Difficult Divorce	2007

Recent Conferences:

Attorney Conduct: Future-Focused Ethics (CBA)	2018
Navigating the New Tax Laws (CBA)	2018
Child-Centered Parenting Plans (CACP)	2018
30 th Annual Family Law Symposium (AAML)	2018
Domestic Relations Institute (CBA)	2018
AAML Annual Conference	2013-17
Collaborative Hits, Misses & Mishaps (CACP)	2017
Domestic Relations Institute (CBA)	2017
Divorce 101 (AAML)	2017
28 th Annual Family Law Symposium (AAML)	2016
Domestic Relations Institute (CBA)	2016
27 th Annual Family Law Symposium (AAML)	2015
Domestic Relations Institute (CBA)	2015
Collaborative Protocols (CACP)	2015
Breaking Down Barriers to Support (CACP)	2014
26 th Annual Family Law Symposium (AAML)	2014
OSBA Family Law Institute	2014
Managing High Conflict People (CACP)	2013

Mediation Training:

Harvard Law School - Program of Instruction for Lawyers - Mediation Workshop (five day program)	2007
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Ms. Bossin is a graduate of Salmon P. Chase College of Law. She practices exclusively in the field of matrimonial law. Ms. Bossin is an OSBA Certified Family Relations Specialist. She has been recognized in Best Lawyers of America for over 25 years. She has been named as a Superlawyer in Family Law since its inception in 2004 and in 2019 was again named as one of the top 50 lawyers in Cincinnati and one of the top 100 lawyers in Ohio. She has also been named again in 2019 by Cincy Magazine as a Leading Lawyer, a recognition that she has had for the past nine years. Ms. Bossin is a Diplomate in the American College of Family Trial Lawyers and a Fellow of the American Academy of Matrimonial Lawyers. She has been active in the American Bar Association Family Law Section her entire career, serving in many capacities in the Section including serving as Chair. She has also served on the ABA Commission on Women in the Profession as well as the Commission on Domestic and Sexual Violence. She has been trained as both a mediator and an arbitrator. She is a frequent lecturer on topics related to family law.

ARBITRATION

Introduction

Arbitration is a voluntary process in which a third party neutral, the arbitrator, hears the facts of the case and renders a decision that may be binding upon the parties. Parties may agree to arbitration in a contract or after the dispute arises. Court-ordered arbitration in Ohio is mandatory and non-binding. Arbitration is less formal than a court or jury trial.¹

Courts can require the parties to submit to non-binding arbitration. They cannot, however, require binding arbitration absent the parties' consent.

Arbitration in Family Law

Support

In a domestic relations case, matters of temporary or permanent spousal and/or child support may, by mutual consent of marriage partners, be made subject to an agreement to arbitrate.²

There is an important difference in Ohio, however, between the arbitration of family support issues and other civil transactions. In the later, the parties are free to contractually bind themselves to the arbitrator's sole and exclusive authority. Once they do so, the court's review authority is circumscribed by statute.³ By contrast, an agreement to arbitrate family support matters does not relieve the courts of their fundamental obligation to protect the interests of the parties and their children.⁴ Accordingly, when confronted with arbitration awards involving support matters, the trial court's responsibility is much broader, *i.e.*, to "intervene and oversee that [the] arbitration . . . is accomplished in an expeditious, efficient and reasonable manner."⁵

¹<http://www.supremecourt.ohio.gov/JCS/disputeResolution/FAQ/default.asp>

²*Kelm v. Kelm*, 68 Ohio St.3d 26 (Ohio 1993), paragraph one of the syllabus, 623 N.E.2d 39, 1993-Ohio-56 ("*Kelm I*")

³Rev. Code §2711.10

⁴*Kelm I*, *supra*, at 30

⁵*Id.*

Other jurisdictions also permit divorcing parties to arbitrate matrimonial disputes provided that awards are subject to appropriate judicial review.⁶ As one Massachusetts' court observed, "[o]ther state courts favor voluntary arbitration clauses to settle matrimonial disputes . . . The position taken in those cases is that so long as a judge retains the authority to review independently the arbitration award, there is no policy reason that bars submitting disputes arising out of settlement agreements to binding arbitration."⁷

Property

There is no definitive pronouncement from the Supreme Court of Ohio concerning the arbitration of property matters. However, there is no reason to think an agreement to do so would not be valid and enforceable. *Kelm I* addressed the question in broad terms by observing: "This court has frequently recognized the validity and enforceability of agreements to arbitrate in many areas of the law. 'Arbitration is favored because it provides the parties thereto with a relatively expeditious and economical means of resolving a dispute * * * [and] * * * has the additional advantage of unburdening crowded court dockets [internal citations omitted].' Given the benefits of arbitration, and our pronouncements on the subject, we see no reason why agreements to arbitrate should not be included in the area of domestic relations."⁸

Custody

Matters of child custody and parental visitation are not subject to arbitration.⁹ The "duty owed by the courts to children under the doctrine of *parens patriae* cannot be severed by agreement of the parties. It stands to reason that '[i]f the parents cannot bind the court by an agreement affecting the interests of their children, they cannot bind the court by an agreeing to let someone else, an arbitrator, make such a decision for them.' [internal citation omitted] 'As the representative of the State, the [court's] responsibility to ensure the best interests of the children supersedes that of the parents.'"¹⁰

⁶See, e.g., *Reynolds v. Whitman* (1996), 40 Mass. App. Ct. 315, 317, 663 N.E.2d 867

⁷*Id.*, at 317 (citations omitted from quotation)

⁸*Kelm I*, *supra*, at 29

⁹*Kelm v. Kelm*, 92 Ohio St.3d 223 (Ohio 2001), syllabus, 749 N.E.2d 299, 2001-Ohio-168, ("*Kelm II*")

¹⁰*Id.*, at 226-227

Arbitration Awards

Except in the following circumstances, arbitration awards are final, binding, and cannot be appealed:¹¹

- (A) The award was procured by corruption, fraud, or undue means;
- (B) There was evident partiality or corruption, fraud, or undue means;
- (C) The arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or in any other misbehavior by which the rights of any party have been prejudiced;
- (D) The arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definitive award upon the subject matter submitted was not made.

Exceeding Their Powers - R.C. 2711.10(D)

The court is required to vacate an arbitrator's award where "the arbitrators exceeded their powers."¹² The Supreme Court of Ohio has held that the courts are required to vacate an award "when the arbitrator has overstepped the bounds of his or her authority."¹³ This "reflects the General Assembly's concern that arbitrators operate only within the bounds of the authority granted them . . ."¹⁴

The issue of whether or not an arbitrator has exceeded his authority is "analogous to the question of whether a trial court has exceeded its jurisdictional authority."¹⁵ An

¹¹R.C. §2711.10

¹²Rev. Code §2711.10(D) ("the court . . . shall make an order vacating the award . . .")

¹³*Bd. of Trustees of Miami Twp. V. Fraternal Order of Police*, 81 Ohio St.3d 269,273 (Ohio 1998), 690 N.E.2d 1262, 1998-Ohio-629

¹⁴*Citibank S. Dakota, N.A. v. Wood*, 169 Ohio App.3d 269 (Ohio App. 2 Dist. 2006), 862 N.E.2d 576, 2006-Ohio-5755, at ¶33

¹⁵*Id.*, at ¶34

arbitrator's authority derives solely from the agreement.¹⁶ An arbitrator ““does not have the power to decide issues that the parties have not, by their contract, submitted to arbitration.””¹⁷ Consequently, the court must look to the parties' agreement to determine the nature and extent of the arbitrator's authority.

Appeal

Trial court review is limited to whether the party challenging the award can establish one or more of the instances set forth under R.C. §2711.10.¹⁸ The appellate court's review is “confined to the order issued by the common pleas court to confirm, enforce, modify, or vacate the award.”¹⁹

¹⁶*State Farm Mut. Ins. v. Blevins*, 49 Ohio St.3d 165 (Ohio 1990), 551 N.E.2d 955

¹⁷*Citibank S. Dakota, N.A.*, supra, at ¶34

¹⁸*Hogan v. Hogan*, 2008-Ohio-6571 (Ohio App. 12 Dist. 2008), at ¶16

¹⁹*Id.*, at ¶17

Chapter 2711: ARBITRATION

2711.01 Provision in contract for arbitration of controversies valid - exceptions.

(A) A provision in any written contract, except as provided in division (B) of this section, to settle by arbitration a controversy that subsequently arises out of the contract, or out of the refusal to perform the whole or any part of the contract, or any agreement in writing between two or more persons to submit to arbitration any controversy existing between them at the time of the agreement to submit, or arising after the agreement to submit, from a relationship then existing between them or that they simultaneously create, shall be valid, irrevocable, and enforceable, except upon grounds that exist at law or in equity for the revocation of any contract.

(B)

(1) Sections 2711.01 to 2711.16 of the Revised Code do not apply to controversies involving the title to or the possession of real estate, with the following exceptions:

(a) Controversies involving the amount of increased or decreased valuation of the property at the termination of certain periods, as provided in a lease;

(b) Controversies involving the amount of rentals due under any lease;

(c) Controversies involving the determination of the value of improvements at the termination of any lease;

(d) Controversies involving the appraisal of property values in connection with making or renewing any lease;

(e) Controversies involving the boundaries of real estate.

(2) Sections 2711.01 to 2711.16 of the Revised Code do not apply to controversies involving international commercial arbitration or conciliation that are subject to Chapter 2712. of the Revised Code.

Effective Date: 10-23-1991 .

2711.02 Court may stay trial.

(A) As used in this section and section 2711.03 of the Revised Code, "commercial construction contract" means any written contract or agreement for the construction of any improvement to real property, other than an improvement that is used or intended to be used as a single-family, two-family, or three-family detached dwelling house and accessory structures incidental to that use.

(B) If any action is brought upon any issue referable to arbitration under an agreement in writing for arbitration, the court in which the action is pending, upon being satisfied that the issue involved in the action is referable to arbitration under an agreement in writing for arbitration, shall on application of one of the parties stay the trial of the action until the arbitration of the issue has been had in accordance with the agreement, provided the applicant for the stay is not in default in proceeding with arbitration.

(C) Except as provided in division (D) of this section, an order under division (B) of this section that grants or denies a stay of a trial of any action pending arbitration, including, but not limited to, an order that is based upon a determination of the court that a party has waived arbitration under the arbitration agreement, is a final order and may be reviewed, affirmed, modified, or reversed on appeal pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505. of the Revised Code.

(D) If an action is brought under division (B) of this section upon any issue referable to arbitration under an agreement in writing for arbitration that is included in a commercial construction contract, an order under that division that denies a stay of a trial of the action pending arbitration, including, but not limited to, an order that is based upon a determination of the court that a party has waived arbitration under the arbitration agreement, is a final order and may be reviewed, affirmed, modified, or reversed on appeal pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505. of the Revised Code.

Effective Date: 03-15-2001 .

2711.03 Enforcing arbitration agreement.

(A) The party aggrieved by the alleged failure of another to perform under a written agreement for arbitration may petition any court of common pleas having jurisdiction of the party so failing to perform for an order directing that the arbitration proceed in the manner provided for in the written agreement. Five days' notice in writing of that petition shall be served upon the party in default. Service of the notice shall be made in the manner provided for the service of a summons. The court shall hear the parties, and, upon being satisfied that the making of the agreement for arbitration or the failure to comply with the agreement is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the agreement.

(B) If the making of the arbitration agreement or the failure to perform it is in issue in a petition filed under division (A) of this section, the court shall proceed summarily to the trial of that issue. If no jury trial is demanded as provided in this division, the court shall hear and determine that issue. Except as provided in division (C) of this section, if the issue of the making of the arbitration agreement or the failure to perform it is raised, either party, on or before the return day of the notice of the petition, may demand a jury trial of that issue. Upon the party's demand for a jury trial, the court shall make an order referring the issue to a jury called and impaneled in the manner provided in civil actions. If the jury finds that no agreement in writing for arbitration was made or that there is no default in proceeding under the agreement, the proceeding shall be dismissed. If the jury finds that an agreement for arbitration was made in writing and that there is a default in proceeding under the agreement, the court shall make an order summarily directing the parties to proceed with the arbitration in accordance with that agreement.

(C) If a written agreement for arbitration is included in a commercial construction contract and the making of the arbitration agreement or the failure to perform it is in issue in a petition filed under division (A) of this section, the court shall proceed summarily to the trial of that issue, and the court shall hear and determine that issue.

Effective Date: 03-15-2001 .

2711.04 Appointment of arbitrator.

If, in the arbitration agreement, provision is made for a method of naming or appointing an arbitrator or an umpire, such method shall be followed. If no method is provided therein, or if a method is provided and any party thereto fails to avail himself of such method, or if for any other reason there is a lapse in the naming of an arbitrator or an umpire, or in filling a vacancy, then upon the application of either party to the controversy the court of common pleas in the county in which the arbitration is to be held shall, within fifteen days after such application is made, appoint an arbitrator or umpire, who shall act under said agreement with the same effect as if he had been specifically named therein. Unless otherwise provided in the agreement, the arbitration shall be by a single arbitrator.

Effective Date: 10-01-1953 .

2711.05 Hearing of application.

Any application to the court of common pleas under sections 2711.01 to 2711.15, inclusive, of the Revised Code, shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise expressly provided in such sections.

Effective Date: 10-01-1953 .

2711.06 Powers and duties of arbitrators - subpoena of witnesses, failure to obey.

When more than one arbitrator is agreed to, all the arbitrators shall sit at the hearing of the controversy unless, by consent in writing, all parties agree to proceed with the hearing with a less[er] number. The arbitrators selected either as prescribed in sections 2711.01 to 2711.15, inclusive, of the Revised Code, or otherwise, or a majority of them, may administer oaths or affirmations to witnesses, fix the time and place of their hearings,

adjourn their meetings from day to day or for a longer time, and also from place to place, and may subpoena in writing any person to attend before any of them as a witness and in a proper case to bring with him any book, record, document, or paper which is deemed material as evidence in the case. The fees for such attendance shall be the same as the fees of witnesses in the court of common pleas. The subpoena shall issue in the name of the arbitrators, or a majority of them, and shall be signed by the arbitrators, or a majority of them, and shall be directed to said person and shall be served in the same manner as subpoenas to appear and testify before such court. If any person so subpoenaed to testify refuses or neglects to obey such subpoena, upon petition, the court of common pleas in the county in which such arbitrators, or a majority of them, are sitting may compel the attendance of such person before said arbitrators, or punish said person for contempt in the same manner provided for securing the attendance of witnesses or their punishment for neglect or refusal to attend in such court.

Effective Date: 10-01-1953 .

2711.07 Depositions.

Upon petition approved by the arbitrators, or by a majority of them, the court of common pleas in the county in which such arbitrators, or a majority of them, are sitting may direct the taking of depositions to be used as evidence before the arbitrators, in the same manner and for the same reasons as provided by law for the taking of depositions in suits or proceedings pending in such court.

Effective Date: 10-01-1953 .

2711.08 Award must be in writing.

The award made in an arbitration proceeding must be in writing and must be signed by a majority of the arbitrators. A true copy of such award without delay shall be delivered to each of the parties in interest. The parties to the arbitration agreement may designate therein the county in which the arbitration shall be held and the award made.

Effective Date: 09-12-1967 .

2711.09 Application for order confirming award.

At any time within one year after an award in an arbitration proceeding is made, any party to the arbitration may apply to the court of common pleas for an order confirming the award. Thereupon the court shall grant such an order and enter judgment thereon, unless the award is vacated, modified, or corrected as prescribed in sections [2711.10](#) and [2711.11](#) of the Revised Code. Notice in writing of the application shall be served upon the adverse party or his attorney five days before the hearing thereof.

Effective Date: 08-31-1976 .

2711.10 Court may vacate award.

In any of the following cases, the court of common pleas shall make an order vacating the award upon the application of any party to the arbitration if:

- (A) The award was procured by corruption, fraud, or undue means.
- (B) There was evident partiality or corruption on the part of the arbitrators, or any of them.
- (C) The arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.
- (D) The arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may direct a rehearing by the arbitrators.

Effective Date: 03-18-1969 .

2711.11 Court may modify award.

In any of the following cases, the court of common pleas in the county wherein an award was made in an arbitration proceeding shall make an order modifying or correcting the award upon the application of any party to the arbitration if:

(A) There was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;

(B) The arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matters submitted;

(C) The award is imperfect in matter of form not affecting the merits of the controversy.

The order shall modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

Effective Date: 10-01-1953 .

2711.12 Judgment to be entered.

Upon the granting of an order confirming, modifying, correcting, or vacating an award made in an arbitration proceeding, the court must enter judgment in conformity therewith.

Effective Date: 10-01-1953 .

2711.13 Motion to vacate, modify, or correct an award - notice, service.

After an award in an arbitration proceeding is made, any party to the arbitration may file a motion in the court of common pleas for an order vacating, modifying, or correcting the award as prescribed in sections 2711.10 and 2711.11 of the Revised Code.

Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is delivered to the parties in interest, as prescribed by law for service of notice of a motion in an action. For the purposes of the motion, any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award.

Effective Date: 08-31-1976 .

2711.14 Papers to be filed with application.

Any party to a proceeding for an order confirming, modifying, correcting, or vacating an award made in an arbitration proceeding shall, at the time the application is filed with the clerk of the court of common pleas, also file the following papers with the clerk:

(A) The agreement, the selection or appointment, if any, of an additional arbitrator or umpire, and each written extension of the time within which to make the award;

(B) The award;

(C) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon such an application.

The judgment entered in such proceeding shall be docketed as if rendered in an action.

The judgment so entered shall have in all respects the same effect as, and be subject to all laws relating to, a judgment in an action. Such judgment may be enforced as if rendered in an action in the court in which it is entered.

Effective Date: 10-01-1953 .

2711.15 Appeal.

An appeal may be taken from an order confirming, modifying, correcting, or vacating an award made in an arbitration proceeding or from judgment entered upon an award.

Effective Date: 10-01-1953 .

2711.16 Jurisdiction of courts of common pleas.

Jurisdiction of judicial proceedings provided for by sections 2711.01 to 2711.14, inclusive, of the Revised Code, is generally in the courts of common pleas, and actions and proceedings brought under such sections shall be brought either in the court of common pleas of the county designated by the parties to the arbitration agreement as provided in section 2711.08 of the Revised Code, which designation is an irrevocable consent to the parties thereto to such jurisdiction, or, whether or not such designation has been made, in the court of common pleas of any county in which a party in interest resides or may be summoned, or if any party in interest is a corporation, in any county in which such corporation is situated, or has or had its principal office or place of business, or in which such corporation has an office or agent, or in any county in which a summons may be served upon the president, chairman or president of the board of directors or trustees, or other chief officer.

Effective Date: 03-18-1969 .

2711.21 Arbitration of medical claims.

(A) Upon the filing of any medical, dental, optometric, or chiropractic claim as defined in section 2305.113 of the Revised Code, if all of the parties to the medical, dental, optometric, or chiropractic claim agree to submit it to nonbinding arbitration, the controversy shall be submitted to an arbitration board consisting of three arbitrators to be named by the court. The arbitration board shall consist of one person designated by the plaintiff or plaintiffs, one person designated by the defendant or defendants, and a person designated by the court. The person designated by the court shall serve as the chairperson of the board. Each member of the board shall receive a reasonable compensation based on the extent and duration of actual service rendered, and shall be paid in equal proportions by the parties in interest. In a claim accompanied by a poverty affidavit, the cost of the arbitration shall be borne by the court.

(B) The arbitration proceedings shall be conducted in accordance with sections 2711.06 to 2711.16 of the Revised Code insofar as they are applicable. Such proceedings shall be conducted in the county in which the trial is to be held.

(C) If the decision of the arbitration board is not accepted by all parties to the medical, dental, optometric, or chiropractic claim, the claim shall proceed as if it had not been submitted to nonbinding arbitration pursuant to this section. The decision of the arbitration board and any dissenting opinion written by any board member are not admissible into evidence at the trial.

(D) Nothing in this section shall be construed to limit the right of any person to enter into an agreement to submit a controversy underlying a medical, dental, optometric, or chiropractic claim to binding arbitration.

Effective Date: 04-11-2003 .

2711.22 Contract for arbitration of malpractice claim that may arise.

(A) Except as otherwise provided in this section, a written contract between a patient and a hospital or healthcare provider to settle by binding arbitration any dispute or controversy arising out of the diagnosis, treatment, or care of the patient rendered by a hospital or healthcare provider, that is entered into prior to the diagnosis, treatment,

or care of the patient is valid, irrevocable, and enforceable once the contract is signed by all parties. The contract remains valid, irrevocable, and enforceable until or unless the patient or the patient's legal representative rescinds the contract by written notice within thirty days of the signing of the contract. A guardian or other legal representative of the patient may give written notice of the rescission of the contract if the patient is incapacitated or a minor.

(B) As used in this section and in sections 2711.23 and 2711.24 of the Revised Code:

(1) "Healthcare provider" means a physician, podiatrist, dentist, licensed practical nurse, registered nurse, advanced practice registered nurse, chiropractor, optometrist, physician assistant, emergency medical technician-basic, emergency medical technician-intermediate, emergency medical technician-paramedic, or physical therapist.

(2) "Hospital," "physician," "podiatrist," "dentist," "licensed practical nurse," "registered nurse," "advanced practice registered nurse," "chiropractor," "optometrist," "physician assistant," "emergency medical technician-basic," "emergency medical technician-intermediate," "emergency medical technician-paramedic," "physical therapist," "medical claim," "dental claim," "optometric claim," and "chiropractic claim" have the same meanings as in section 2305.113 of the Revised Code.

Amended by 129th General Assembly File No.194, HB 303, §1, eff. 3/20/2013.

Effective Date: 04-11-2003 .

2711.23 Provision of contract for arbitration.

To be valid and enforceable any arbitration agreements pursuant to sections 2711.01 and 2711.22 of the Revised Code for controversies involving a medical, dental, chiropractic, or optometric claim that is entered into prior to a patient receiving any care, diagnosis, or treatment shall include or be subject to the following conditions:

(A) The agreement shall provide that the care, diagnosis, or treatment will be provided whether or not the patient signs the agreement to arbitrate;

(B) The agreement shall provide that the patient, or the patient's spouse, or the personal representative of the patient's estate in the event of the patient's death or incapacity, shall have a right to withdraw the patient's consent to arbitrate the patient's claim by notifying the healthcare provider or hospital in writing within thirty days after the patient's signing of the agreement. Nothing in this division shall be construed to mean that the spouse of a competent patient can withdraw over the objection of the patient the consent of the patient to arbitrate;

(C) The agreement shall provide that the decision whether or not to sign the agreement is solely a matter for the patient's determination without any influence;

(D) The agreement shall, if appropriate, provide that its terms constitute a waiver of any right to a trial in court, or a waiver of any right to a trial by jury;

(E) The agreement shall provide that the arbitration expenses shall be divided equally between the parties to the agreement;

(F) Any arbitration panel shall consist of three persons, no more than one of whom shall be a physician or the representative of a hospital;

(G) The arbitration agreement shall be separate from any other agreement, consent, or document;

(H) The agreement shall not be submitted to a patient for approval when the patient's condition prevents the patient from making a rational decision whether or not to agree;

(I) Filing of a medical, dental, chiropractic, or optometric claim within the thirty days provided for withdrawal of a patient from the arbitration agreement shall be deemed a withdrawal from the agreement;

(J) The agreement shall contain a separately stated notice that clearly informs the patient of the patient's rights under division (B) of this section.

Effective Date: 04-11-2003 .

2711.24 Form for arbitration agreement.

To the extent it is in ten-point type and is executed in the following form, an arbitration agreement of the type stated in section 2711.23 of the Revised Code shall be presumed valid and enforceable in the absence of proof by a preponderance of the evidence that the execution of the agreement was induced by fraud, that the patient executed the agreement as a direct result of the willful or negligent disregard by the healthcare provider of the patient's right not to so execute, or that the patient executing the agreement was not able to communicate effectively in spoken and written English or any other language in which the agreement is written:

"AGREEMENT TO RESOLVE FUTURE MALPRACTICE CLAIM BY BINDING ARBITRATION

In the event of any dispute or controversy arising out of the diagnosis, treatment, or care of the patient by the healthcare provider, the dispute or controversy shall be submitted to binding arbitration.

Within fifteen days after a party to this agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the date of notice of selection of the neutral arbitrator.

Expenses of the arbitration shall be shared equally by the parties to this agreement.

The patient, by signing this agreement, also acknowledges that the patient has been informed that:

- (1) Care, diagnosis, or treatment will be provided whether or not the patient signs the agreement to arbitrate;
- (2) The agreement may not even be submitted to a patient for approval when the patient's condition prevents the patient from making a rational decision whether or not to agree;
- (3) The decision whether or not to sign the agreement is solely a matter for the patient's determination without any influence;
- (4) The agreement waives the patient's right to a trial in court for any future malpractice claim the patient may have against the healthcare provider;
- (5) The patient must be furnished with two copies of this agreement.

PATIENT'S RIGHT TO CANCEL AGREEMENT TO ARBITRATE

The patient, or the patient's spouse or the personal representative of the patient's estate in the event of the patient's death or incapacity, has the right to cancel this agreement to arbitrate by notifying the healthcare provider in writing within thirty days after the patient's signing of the agreement. The patient, or the patient's spouse or representative, as appropriate, may cancel this agreement by merely writing "cancelled" on the face of one of the patient's copies of the agreement, signing the patient's name under such word, and mailing, by certified mail, return receipt requested, the copy to the healthcare provider within the thirty-day period.

Filing of a medical claim in a court within the thirty days provided for cancellation of the arbitration agreement by the patient will cancel the agreement without any further action by the patient.

Date:

Signature of provider of medical services

Signature of patient"

Effective Date: 04-11-2003 .

RULE 24. Compulsory arbitration

(A) Cases for arbitration

(1) Any judge of the general division of the Court of Common Pleas may at the case management conference or thereafter order and schedule, by entry, any case to be heard and decided by a Board of Arbitration, consisting of not more than three members of the Bar of Hamilton County, Ohio, to be selected as hereinafter provided, except those cases involving title to real estate, equitable relief and appeals, provided the amount actually in controversy (exclusive of interest and cost) as determined by the assigned judge does not exceed \$100,000.00 per case. Arbitration shall be permitted in cases where the amount in controversy exceeds the sum specified in the plan for mandatory arbitration where all parties to the action agree to arbitration.

(2) Selection of Board.

(a) The parties may select the chair and other board members by agreement.

(b) By agreement of the parties, the board may consist of one or three members with one member serving as chair.

(c) If the parties agree to the composition of the board, the Arbitration Commissioner must be notified in writing of the selection not less than 60 days before the date of the hearing.

(d) If the Arbitration Commissioner is not notified sixty days before the date of the hearing, the Arbitration Commissioner shall select the board as otherwise provided herein.

(3) All times provided in section (A) shall be computed from the date the entry referenced in (A)(1) above is journalized in the office of the Clerk of Courts.

(B) Exceptions to entry concerning arbitration

(1) Exceptions to an entry placing a case on the arbitration list shall be raised by a motion filed within ten (10) days of the journalization of said entry, and shall be heard by the Assigned Judge.

(2) Exceptions to an arbitrator shall be raised by motion filed within ten (10) days of the mailing of confirmation of arbitration hearing and shall be heard by the Assigned Judge.

(C) Appointment of arbitrators

Members of Arbitration Boards, whether selected by the parties or by the Arbitration Commissioner, shall be appointed by the Arbitration Commissioner, by entry, from the list as described in Paragraph (D).

(D) List of Arbitrators

(1) The Arbitration Commissioner shall prepare and maintain a list of arbitrators, consisting of four groups: Chairpersons, Non-Chairpersons Arbitrators, Emergency Chairpersons, and Emergency Non-Chairpersons Arbitrators. All Chairpersons and Emergency Chairpersons shall consist of lawyers who are selected from the list of arbitrators by the Presiding Judge or by a judge or judges assigned to do so by the Presiding Judge.

(2) No person may be added to the list of arbitrators unless that person is an attorney authorized to practice law in the State of Ohio, has filed with the Arbitration Commissioner a written consent to serve as an arbitrator and has completed the training requirements set forth in Paragraph (Z).

(3) Arbitrators subsequently desiring to be deleted from the list of arbitrators may do so by notifying the Arbitration Commissioner in writing.

(E) Composition of Board: Disqualification from appointment

Not more than one member of a law partnership or an association of attorneys shall be appointed to the same Board, nor shall an attorney be appointed to a Board who has an interest in the determination of the case or a relationship with the parties or their counsel which would interfere with an impartial consideration of the case.

(F) Assignment of Cases: Communication with Arbitrators

(1) The Arbitration Commissioner may assign up to two cases to each Arbitrator at the time of their selection.

(2) Once a case is assigned to a board of arbitrators, there shall be no communication by counsel or the parties with the arbitrators concerning the merits of the controversy prior to the commencement of the hearing. Further, no disclosure shall be made to the arbitrators prior to the filing of the report and award referred to in Para. P, of any offers of settlement made by either party. Prior to the delivery of the court file to the Chairperson of the Board of Arbitrators, the Arbitration Commissioner shall remove from the file and retain all papers or any notations referring to demands or offers for settlement including the Certificate of Readiness.

(G) Hearings: when and where held: notice

Hearings shall be held at a place scheduled by the Arbitration Commissioner, unless counsel for all parties and the entire board agree otherwise. At least ten (10) days before the hearing, the Arbitration Commissioner shall send to the parties or their counsel written confirmation of the time and place of the hearing and the identity of the Board members. No hearings shall be fixed for Saturdays, legal holidays or evenings, except upon agreement by counsel for all parties and the arbitrators.

(H) Continuances

(1) Any continuance of an arbitration hearing shall require the approval of the Assigning Judge. In the event of a continuance, the Arbitration Commissioner may assign the case to another board. If a continuance is requested and obtained more than seven (7) days prior to the scheduled hearing date, the Arbitration Commissioner shall not assess costs unless the Assigning Judge otherwise orders. If a continuance is requested and obtained less than eight (8) days prior to the scheduled hearing date, the Arbitration Commissioner shall, unless the Assigning Judge otherwise orders, assess costs against the requesting party as follows:

(a) If the continuance is obtained four (4) to seven (7) days prior to the scheduled hearing date, the assessed costs shall be fifty dollars (\$50.00).

(b) If the continuance is obtained less than four (4) days prior to the scheduled hearing date, the assessed costs shall be one-hundred-fifty dollars (\$150.00).

The assessed costs shall be paid when the entry granting a continuance is filed and the entry shall allocate those costs to the Arbitration Commissioner and direct the Clerk of Courts to make immediate payment of such costs to the Arbitration Commissioner.

(2) Whenever a continuance is requested after two prior continuances, the case shall be certified by the Arbitration Commissioner to the Assigning Judge who shall summon the parties or their counsel. The Assigning Judge may make any appropriate order, including an order of dismissal for want of prosecution, or an order that the case be again assigned to a Board of Arbitration and be heard and an award made whether or not the defendant appears and defends.

(I) Oath of arbitrators

When the whole number of the arbitrators shall be assembled, they shall be sworn or affirmed justly and equitably to try all matters properly at issue submitted to them, which oath or affirmation may be administered to them by any person having authority to administer oaths.

(J) Default of a party

The arbitration may proceed in the absence of any party, who after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party; the Board of Arbitration shall require the other party to submit such evidence as they may require for the making of an award.

(K) Conduct of hearing: general powers

(1) Although strict conformity to legal rules of evidence is not necessary, the Board shall receive only relevant and material evidence. All evidence shall be taken in the presence of the arbitrators and the parties except where any of the parties is absent, is in default or has waived the right to be present. The Board shall receive evidence in the following forms:

(a) Sworn testimony by competent witnesses.

(b) Affidavits, documentary evidence, the product of all completed discovery and/or written reports, provided that such evidence has been served upon the adverse parties or their counsel at least fourteen (14) days before the hearing, unless counsel otherwise agree.

(2) Notwithstanding the above, the Board may receive additional evidence as it deems proper.

(3) All evidence received shall be given such weight as the Board deems it is entitled to after consideration of any objections which may be made.

(4) No disclosure of any kind shall be made to the arbitrators prior to the hearing.

(L) Specific powers

(1) The Board of Arbitration shall have the general powers of a court including, but not limited to, the following powers:

(a) Subpoenas. To cause the issuance of subpoenas to witnesses to appear before the Board and to request the issuance of an attachment according to the practice of the courts for failure to comply therewith.

(b) Production of Documents. To compel the production of all books, papers and documents which they shall deem material to the case.

(c) Administering Oaths; Admissibility of Evidence. To administer oaths or affirmations to witnesses, to determine the admissibility of evidence, to permit testimony to be offered by depositions and to decide the law and the facts of the case submitted to them.

(2) Procedure in Case of Estimate. In the case of an estimate, the party intending to offer the estimate shall forward with that party's notice to the adverse party together with the copy of the estimate a statement indicating whether or not the property was repaired, and if it was, whether the estimated repairs were made in full or part, attaching a copy of the receipted bill showing the items of repair made and the amount paid.

(M) Supervisory powers of Court

Any judge of the general division of the Court of Common Pleas shall have full supervisory powers with regard to any questions that arise in all arbitration proceedings and in the application of these rules.

(N) Witness fees

Witness fees in any case referred to said Board of Arbitration shall be in the same amount as now or hereafter provided for witnesses in trials in the Common Pleas Court of Hamilton

County, Ohio. These costs may be ordered taxed in the case and the costs in any case shall be paid by the same party or parties by whom they would have been paid had the case been tried in the Common Pleas Court of Hamilton County, Ohio.

(O) Transcript of testimony

The arbitrators shall not be required to make a transcript of the proceedings before them. If any party shall desire a transcript of any portion of the proceedings, that party shall, upon fourteen (14) day notification to all other parties to the action, provide a reporter for the entirety of the proceedings and cause a record to be made. The appearance fee shall be paid by the party providing notice. The appearance fee shall not be considered costs in the case. Any party desiring a copy of any transcript shall be provided with it by the reporter upon payment therefore, based upon the usual charges made for a copy of a deposition transcript.

(P) Report and award

Within thirty (30) days after the hearing, the Chairperson of the Board of Arbitration shall file a report and award with the Arbitration Commissioner and on the same day shall mail or otherwise forward copies thereof to all parties or their counsel. An award may not exceed \$100,000.00 per case exclusive of interest. The report and award shall be signed by all of the members of the Board. In the event all three members do not agree on the finding and award, the dissenting member shall write the word "Dissents" before his or her signature. A minority report shall not be required unless the arbitrator elects to submit the same due to unusual circumstances. The Arbitration Commissioner shall make a note of the report and award on the arbitration docket and file the original report with the Clerk of Courts forthwith. (Amended July 1, 1998)

(Q) Legal effect of report and award: entry of judgment

The report and award, unless appealed from as herein provided, shall be final. If no appeal is taken within the time and in the manner specified therefore, the Court shall enter judgment of such award. Subsequent to the time for appeal, the prevailing party shall prepare a judgment entry, which shall be submitted to the assigning judge. If no entry has been submitted to and accepted by the Court within forty-five (45) days from the date of journalization of the report and award, the Court may enter its own entry.

(R) Compensation of arbitrators

(1) Each member of the Board of Arbitration who has signed an award or files a minority report shall receive as compensation for services in each case a fee of sixty dollars (\$60.00). In cases requiring less than three hours to hear the fee shall be forty dollars (\$40.00). When more than one case arising out of the same transaction is heard at the same hearing or hearings, it shall be considered as one case insofar as compensation of the arbitrators is concerned. In cases requiring hearing of unusual duration or involving questions of unusual complexity, the assigning judge, on petition of the members of the Board and for cause shown, may allow additional compensation. The members of the Board shall not be entitled to receive their fees

until after filing the report and award with the Arbitration Commissioner. Fees paid to arbitrators shall not be taxed as costs nor follow the award as other costs.

(2) The Chairperson shall receive as compensation the sum of thirty dollars (\$30.00) for each case heard by the Board, in addition to the compensation fixed for members of the Board of Arbitration.

(3) All compensation for arbitrators shall be paid, upon proper warrant, from funds of Hamilton County, Ohio, which have been allocated for the operation of the Common Pleas Court of Hamilton County, Ohio.

(4) In the event that a case shall be settled or dismissed sooner than twenty-four (24) hours prior to the date scheduled for the hearing, the Board members shall not be entitled to the aforesaid fee. In the event that a case has been settled or dismissed within said twenty-four (24) hour period, the Chairperson shall be entitled to receive a fifty dollar \$50.00 fee. Upon receiving notice that the case has been settled or dismissed more than twenty-four (24) hours before the date set for hearing, the Arbitration Commissioner shall assign another case to the same Board.

(S) Right of appeal

Any party may appeal from the action of the Board of Arbitration to the Common Pleas Court of Hamilton County. The right of appeal shall be subject to the following conditions, all of which shall be complied with within thirty (30) days after the entry of the award of the Board is filed and journalized in the office of the Clerk of Courts.

(T) Notice of appeal and cost

(1) The appellant shall pay an Appeal Fee of thirty-five dollars (\$35.00) to the Clerk of Courts and shall file with the Clerk and the Arbitration Commissioner a notice of appeal accompanied by an affidavit that the appeal is not being taken for delay. A copy of such instruments shall be served upon opposing parties or their counsel.

(2) In addition to (1), the appellant shall first repay to Hamilton County, Ohio, by depositing with the Clerk of Courts all fees received by the members of the Board of Arbitration in the case in which the appeal is taken. The sum paid shall not be taxed as costs in the case and shall be recoverable by the appellant only if:

(a) Upon a trial de novo by the Assigned Judge, the appellant secures a judgment (i) which reverses the decision of the arbitrators, or (ii) which is more favorable to the appellant than the award of the arbitrators; or

(b) Prior to a trial de novo by the Assigned Judge, the appellant secures a settlement which is more favorable to the appellant than the award of the arbitrators and such settlement is evidenced by an entry of dismissal, signed by the Assigned Judge, which recites that the Court has been advised of the amount of settlement and orders the Clerk of Courts to refund the appellant's deposit of the arbitrators fees.

(U) Poverty affidavit

A party desiring to appeal an award may apply by a written motion and affidavit to the Court averring that by reason of poverty that party is unable to make payments required for an appeal. If after due notice to the opposite parties, the Judge is satisfied of the truth of the statements in such affidavit, the Judge may order that the appeal of such party be allowed although the said amounts are not paid by the appellant.

(V) Return to active list

If an appeal is filed from an arbitration order, the case will be set for trial and forthwith returned to the Judge who previously placed the case on the arbitration list.

(W) Appeal de novo

All cases which have been duly appealed shall be tried de novo by the Assigned Judge.

(X) Testimony of arbitrators on appeal

In the event of an appeal from the award or decision of the Board of Arbitration, the arbitrators shall not be called as witnesses as to what took place before them in their official capacity as arbitrators.

(Y) Exceptions and reasons therefore

(1) Any party may file exceptions with the Clerk of Courts from the decision of the Board of Arbitration within thirty (30) days from the filing of the report and award for either or both of the following reasons and for no other:

(a) That the arbitrators misbehaved themselves in the conduct of the case.

(b) That the action of the Board was procured by corruption or other undue means.

(2) Copies of such exceptions shall be served upon each arbitrator and the Arbitration Commissioner within forty-eight (48) hours after filing and shall be forthwith assigned before the Assigning Judge to conduct a hearing thereon.

(3) If such exceptions shall be sustained, the report of the Board shall be vacated by the Court, and the case forthwith returned to the active list of the Judge who previously placed it on the arbitration list and in this event the Vacating Judge may withhold arbitration compensation from any one or more of the arbitrators.

(Z) Arbitrator training:

(1) No person shall be added to the list of arbitrators maintained by the Arbitration Commissioner pursuant to Paragraph (D) until such person has completed a viewing of the videotape training program entitled "Arbitration: The Arbitrator's Role."

(2) The Arbitration Commissioner shall announce, in the Cincinnati Court Index, the times when the videotape training program will be shown by the Arbitration Commissioner. Viewing at other times and places may also be accepted as meeting this requirement as determined by the Arbitration Commissioner.

(3) The Arbitration Commissioner shall maintain a record of all persons who have met this training requirement.

(4) Persons who are presently on the list of arbitrators maintained by the Arbitration Commissioner shall be permitted to remain thereon.

Amended December 1, 2004

Local Rule 24.1 "Forms of Binding Arbitration"

A) The parties to an arbitration may agree in advance, in writing, that the action of the Board of Arbitration will be unconditionally binding, in which case there will be no right of appeal. In so agreeing the parties may elect to proceed within the standard monetary limits, within specified different limits, or without any limits.

B) The parties to an arbitration may agree in advance, in writing, that the action of the Board of Arbitration will be conditionally binding, in which case there will be no right of appeal if all of the following conditions are met:

(1) At least 14 days prior to the arbitration hearing each prosecuting party shall submit in writing to the Arbitration Commissioner the lowest acceptable amount receivable through arbitration, and each defending party shall submit in writing to the Arbitration Commissioner the highest acceptable amount payable through arbitration. Said acceptable amounts shall be received by the Arbitration Commissioner no later than 14 days prior to the arbitration hearing, shall be sealed in an envelope(s) clearly identifying the case by caption and case number and retained in confidentiality pursuant to (3) below;

(2) The acceptable amounts, or, in the case of multiple prosecuting or defending parties, the aggregate acceptable amounts so submitted to the Arbitration Commissioner overlap to create a range of mutual acceptability;

(3) The acceptable amounts submitted to the Arbitration Commissioner by each party, and any resulting range of mutual acceptability, shall not in any way have been disclosed to, or become known by, any member of the Board of Arbitration prior to the rendering of their written report and award;

(4) After the hearing has been concluded and the arbitration report and award has been reduced to writing and signed by all panel members, the Arbitration Commissioner shall open the sealed envelope(s) containing the acceptable amounts submitted by each party and determine that the arbitration report and award falls within a range of mutual acceptability.

If the above conditions are met the Arbitration Commissioner shall submit an appropriate entry to the assigned judge for signature, attaching the acceptable amounts of the parties as exhibits.

Any issue raised by any party as to compliance with the above conditions shall be determined by the assigned judge in the case.

UNIFORM FAMILY LAW ARBITRATION ACT

drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT
IN ALL THE STATES

at its

ANNUAL CONFERENCE
MEETING IN ITS ONE-HUNDRED-AND-TWENTY-FIFTH YEAR
STOWE, VERMONT
JULY 8 - JULY 14, 2016

WITH PREFATORY NOTE AND COMMENTS

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By
NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

October 7, 2016

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The **Uniform Law Commission** (ULC), also known as National Conference of Commissioners on Uniform State Laws (NCCUSL), now in its 125th year, provides states with non-partisan, well-conceived and well-drafted legislation that brings clarity and stability to critical areas of state statutory law.

ULC members must be lawyers, qualified to practice law. They are practicing lawyers, judges, legislators and legislative staff and law professors, who have been appointed by state governments as well as the District of Columbia, Puerto Rico and the U.S. Virgin Islands to research, draft and promote enactment of uniform state laws in areas of state law where uniformity is desirable and practical.

- ULC strengthens the federal system by providing rules and procedures that are consistent from state to state but that also reflect the diverse experience of the states.
- ULC statutes are representative of state experience, because the organization is made up of representatives from each state, appointed by state government.
- ULC keeps state law up-to-date by addressing important and timely legal issues.
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- ULC's work facilitates economic development and provides a legal platform for foreign entities to deal with U.S. citizens and businesses.
- Uniform Law Commissioners donate thousands of hours of their time and legal and drafting expertise every year as a public service, and receive no salary or compensation for their work.
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- ULC is a state-supported organization that represents true value for the states, providing services that most states could not otherwise afford or duplicate.

UNIFORM FAMILY LAW ARBITRATION ACT

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UNIFORM FAMILY LAW ARBITRATION ACT

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UNIFORM FAMILY LAW ARBITRATION ACT

Prefatory Note

Family law arbitration offers parties an alternative to negotiation, litigation, collaborative law, mediation or court-sponsored methods of dispute resolution. In arbitration, the parties, usually spouses, agree to submit one or more issues arising from the dissolution of their relationship to an arbitrator, who is a neutral third party, for resolution. The arbitrator makes a decision, called an award, based on the facts presented. Unlike litigation, parties choose the arbitrator or the method of selecting the arbitrator and pay the arbitrator's fee. Arbitration awards typically are subject to limited judicial review. In exchange, arbitration offers an alternative for those who want an experienced decision-maker in a proceeding that is potentially faster, more confidential, and less adversarial.

The Uniform Law Commission has promulgated two arbitration acts – the Uniform Arbitration Act in 1955 and the Revised Uniform Arbitration Act in 2000. Every state has one of these arbitration statutes which are used extensively in labor and commercial law. Arbitration has been advocated for family law disputes as early as the 1960s. See Coulson, *Family Arbitration – An Exercise in Sensitivity*, 3 FAM. L.Q. 22 (1969). Most states have little law on the topic of family law arbitration and rely on their commercial arbitration statutes.

Arbitration clauses began to appear in premarital and mediated settlement agreements partly because increasing numbers of contested family law cases have flooded court dockets, resulting in delays in getting hearings and trials. In 1990, the American Academy of Matrimonial Lawyers (AAML) adopted Rules for Arbitration of Financial Issues. In 1999 North Carolina enacted the first comprehensive family law arbitration act patterned on the Uniform Arbitration Act. N.C. GEN. STAT. § 50-41 to 62. In 2005, the AAML adopted a Model Family Law Arbitration Act, patterned after North Carolina and the Revised Uniform Arbitration Act (2000). Although no state has adopted the AAML Model Act, the AAML conducts trainings to certify family law arbitrators. The American Arbitration Association has developed a family dispute service and offers arbitration, as well as mediation services.

Courts have held that parties may arbitrate property and spousal support issues because parties may release property rights by contract. Because the agreement to arbitrate is a contract, the parties are bound. *Spencer v. Spencer*, 494 A.2d 1279 (D. C. App. 1985). Arbitration awards are subject to limited review and appeal rights. Child-related issues, however, present different issues because of the court's traditional role as *parens patriae* acting to protect the child. Additionally, child-related issues are never "final" because they are modifiable throughout a child's minority.

Several states have enacted court rules or statutes authorizing arbitration of all issues arising at divorce, including property, spousal maintenance, child custody and child support. See, e.g., ARIZ. R. FAM. L. PRO. R. 67(c); MICH. COMP. L. §600.5071 (parties may stipulate to binding arbitration governing property, child custody, child support, parenting time, spousal support, attorneys' fees, enforceability of prenuptial and postnuptial agreements, allocation of debt, and "other contested domestic relations matters."); N.J. SUP. CT. R. 5:1-5 (2015).

The Uniform Law Commission Executive Committee appointed the Family Law Arbitration Study Committee in April 2012. After considering the feasibility and desirability of a uniform or model act on family law arbitration for several months, the Study Committee unanimously recommended that a drafting committee be appointed to develop an act on family law arbitration. The Study Committee further suggested that the act need only contain the features of arbitration law that are essential for family law arbitration and are typically not addressed by commercial arbitration statutes. The Study Committee envisioned an act that would incorporate by reference the existing structure of a state's commercial arbitration statutes – whether it is the original Uniform Arbitration Act of 1955 (UAA) or the 2000 Revised Uniform Arbitration Act (RUAA). In 2013 the Uniform Law Commission approved a drafting committee to write a Family Law Arbitration Act.

The Committee originally tried to draft a free-standing act addressing family law arbitration in full, rather than a partial act with references that incorporate other arbitration law in the state. As the drafting process developed, it appeared a free-standing act would repeat much of the existing arbitration law. Therefore, the final Act incorporates by reference a state's existing arbitration law—whether it be the RUAA or the UAA—for many steps in the arbitration process. The UFLAA expressly tracks certain RUAA provisions that are necessary for family law arbitration and do not appear in the UAA, such as sections giving arbitrators the power to conduct arbitration in a manner appropriate to the fair and expeditious disposition of the proceeding, recognizing the parties' rights to engage in discovery, and providing arbitrator immunity.

The UFLAA potentially covers the arbitration of any contested issue arising under the enacting state's family law. See Section 3. Typical issues would be property division, allocation of debt, spousal support, parenting time, child support, interpretation of marital agreements, and attorneys' fees. Importantly, the Act excludes certain status determinations, such as the termination of parental rights or the granting of an adoption, from the arbitrator's authority. The UFLAA does not cover agreements to arbitrate according to the tenets of a particular religion or before a religious tribunal.

A central question was whether disputes about child custody or child support should be subject to arbitration. While states disagree, most states now permit arbitration of child custody and child support as long as meaningful judicial review of the awards is preserved. See COLO. REV. STAT. ANN. § 14-10-128.5; GA. CODE ANN. § 19-9-1.1; N.M. STAT. ANN. § 40-4-7.2; TEX. FAM. CODE § 153.0071; WIS. STAT. ANN. § 802.12. In at least one state, courts have held that parents have a constitutional right to resolve their custody disputes by arbitration. See *Fawzy v. Fawzy*, 973 A.2d 347 (N.J. 2009). A minority of states exclude some or all child-related issues from contractual arbitration, either by statute or by case law. See, e.g., CONN. GEN. STAT. ANN. § 46b-66 (binding arbitration is not permitted to resolve child visitation, custody, or support); *Goldberg v. Goldberg*, 1 N.Y.S.3d 360 (App. Div. 2015) (finding child custody is not subject to arbitration because of court's exclusive *parens patriae* authority but allowing arbitration of child support as long as the award complies with the Child Support Act). In order to provide needed guidelines for the majority of states, including a requirement for vigorous judicial review, the Act presumptively extends to child-related disputes. In deference to the minority of states opposed to arbitration of child-related issues, however, the Act includes an opt-out provision

under Section 3.

The UFLAA provides several safeguards to protect the *parens patriae* power of the court to protect children. Section 14 requires that arbitration proceedings involving child-related disputes must be recorded, and under Section 15 any award affecting children must spell out the underlying reasons. Sections 16 and 19 provide for robust judicial scrutiny of child-related awards. A court cannot confirm an award determining child custody or child support unless it finds that the award complies with applicable law and is in the child's best interests. Another safeguard for a child is Section 12 which provides that if an arbitrator finds that a child is the subject of abuse or neglect, the arbitration must stop and the arbitrator must report his or her findings to the appropriate state authority. In addition, if domestic violence is evident between the parties, a court—not the arbitrator—decides whether arbitration may proceed.

One policy issue concerned whether the Federal Arbitration Act (FAA) might preempt a state family law arbitration statute if the state law imposed special requirements inconsistent with the FAA. As a general rule, family law is state law. State courts have jurisdiction over family law disputes and presumably can set out the parameters for family law arbitration. The Federal Arbitration Act (FAA) establishes a strong nationwide policy favoring the enforceability of arbitration agreements in contracts affecting interstate commerce. See 9 U.S.C. §§ 1-16. Section 2 of the FAA expressly covers agreements to arbitrate existing controversies as well as future disputes that may arise between the parties. 9 U.S.C. § 2. The Supreme Court has construed the FAA to preempt state laws that categorically prohibit the arbitration of a particular type of claim or impose special requirements on arbitration agreements. See, e.g., *Marmet Health Care Center, Inc. v. Brown*, ___ U.S. ___, 132 S. Ct. 1201 (2012) (per curiam) (invalidating a state policy that categorically barred enforcement of arbitration clauses in nursing home admission agreements); *Doctor's Associates, Inc. v. Lombardi*, 517 U.S. 681 (1996) (invalidating a state law that required arbitration clauses to be in underlined capital letters on first page of contract).

A problem of preemption can arise if the family law matter has interstate aspects. Because conflicts over marital property or spousal maintenance often have interstate elements, agreements to arbitrate such conflicts could potentially fall within the FAA, and courts have recognized as much. See *In re Provine*, 312 S.W.3d 824 (Tex. App. 2009) (noting FAA not applicable because all marital property was in Texas); *Verlander Family Ltd. Partnership v. Verlander*, 2003 WL 304098 (Tex. App. Feb. 13, 2003) (unpublished) (FAA applicable because parties held assets in family partnership located in both Texas and New Mexico). As a result, the Act tracks the language of the FAA regarding the general validity of arbitration agreements. Ordinary contract defenses (lack of voluntariness, fraud, duress, and the like) remain available as a basis to challenge the validity of an arbitration agreement at the time of enforcement.

A point of contention during the drafting was whether to permit pre-dispute arbitration agreements—that is, agreements to arbitrate a dispute that may arise in the future. The use of pre-dispute agreements in consumer contracts of adhesion has been the subject of widespread criticism. In family law arbitration, however, actual consent to the process is a prerequisite, whether in an earlier agreement or an agreement entered into at the time of marital dissolution. The inclusion of arbitration clauses in premarital agreements is fairly common, and courts have enforced such clauses so long as the premarital agreement itself is valid and the clause is not

otherwise subject to challenge. See, e.g., *LaFrance v. Lodmell*, ___ A.3d ___, 2016 WL 4505748 (Conn. Sept. 6, 2016) (upholding agreement to arbitrate in premarital agreement); *Kelm v. Kelm*, 623 N.E.2d 39 (Ohio 1993) (upholding enforceability of arbitration clause in premarital agreement to arbitrate child support and spousal support); LINDA J. RAVDIN, *PREMARITAL AGREEMENTS – DRAFTING AND NEGOTIATION* 286-89 (ABA 2011) (providing practice guidelines on including arbitration clauses in premarital agreements). In addition, there is no built-in bias favoring one party over the other in family law arbitration. Instead, arbitrators are selected by the parties or the court, often bringing specialized expertise to the parties’ particular dispute. The parties might choose a family law specialist who has represented both fathers and mothers, a retired domestic relations judge, or another professional to arbitrate all, or just a part, of a case.

With respect to child-related disputes, however, the state’s strong interest in protecting children warrants greater restrictions. The Act bars a pre-dispute arbitration agreement of child-related issues unless the parties reaffirm the agreement after the dispute arises or the agreement was incorporated in a court decree in a family law proceeding—such as a marital settlement agreement. See UFLAA Section 5.

Family law arbitration is on the rise across the United States, but state law in general has not kept up with the trend. The Uniform Family Law Arbitration Act provides needed guidelines for this growing form of dispute resolution to ensure that the process is fair and efficient for the participants and protects the interests of vulnerable family members.

UNIFORM FAMILY LAW ARBITRATION ACT

SECTION 1. SHORT TITLE. This [act] may be cited as the Uniform Family Law Arbitration Act.

SECTION 2. DEFINITIONS. In this [act]:

(1) “Arbitration agreement” means an agreement that subjects a family law dispute to arbitration.

(2) “Arbitration organization” means an association, agency, board, commission, or other entity that is neutral and initiates, sponsors, or administers an arbitration or is involved in the selection of an arbitrator.

(3) “Arbitrator” means an individual selected, alone or with others, to make an award in a family law dispute that is subject to an arbitration agreement.

(4) “Child-related dispute” means a family law dispute regarding [legal custody, physical custody, custodial responsibility, parental responsibility or authority, parenting time, right to access, visitation], or financial support regarding a child.

(5) “Court” means [the family court] [insert name of a tribunal authorized by this state to hear a family law dispute].

(6) “Family law dispute” means a contested issue arising under the [family] [domestic relations] law of this state.

(7) “Party” means an individual who signs an arbitration agreement and whose rights will be determined by an award.

(8) “Person” means an individual, estate, business or nonprofit entity, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal entity.

(9) “Record”, used as a noun, means information that is inscribed on a tangible medium

or that is stored in an electronic or other medium and is retrievable in perceivable form.

(10) “Sign” means, with present intent to authenticate or adopt a record:

(A) to execute or adopt a tangible symbol; or

(B) to attach to or logically associate with the record an electronic symbol, sound, or process.

(11) “State” means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States. [The term includes a federally recognized Indian tribe.]

Legislative Note: In paragraph (4), a state should insert the term used under state law to refer to a dispute over custodial responsibility and parenting time for a child. In paragraph (6), a state should insert the term used under state law to refer to the family or domestic relations law of the state.

Comment

The definition of “arbitrator” includes one or more individuals. Family law arbitration ordinarily involves only a single neutral arbitrator, selected by the parties or by the court. It is possible, however, that parties might want a panel of three arbitrators to resolve a particularly complex or contentious issue. In that event, the normal practice would be to have each party independently select an arbitrator and for the two independent arbitrators to jointly select a third arbitrator.

“Arbitration organization” tracks the definition in the Revised Uniform Arbitration Act § 1(1). Under UFLAA Section 5, an arbitration agreement must identify the arbitrator, a method of selecting the arbitrator, or an arbitration organization from which the arbitrator will be drawn. Several professional organizations maintain lists of arbitrators that meet their own screening standards. In addition, entities associated with family courts may offer arbitration services.

Two key terms in the act are “family law dispute” and “child-related dispute.” A family law dispute incorporates the domestic relations law of the particular state. In most states, the subject matters within family or domestic relations law include issues relating to defining, classifying, valuing, and dividing real and personal property; determining and allocating debt; awarding alimony, maintenance, or spousal support; determining custodial responsibility, parenting time, and child support; construing and enforcing agreements—premarital, postmarital or marital incident to a divorce; and awards of attorney fees. In some states marital tort issues may be included. In other words, each state’s family or domestic law will dictate the potential scope of a family law arbitration in that state unless a state excludes a particular category of dispute under Section 3. State law will provide the meaning of “child,” “parent,” and “spouse,”

for example, and will determine whether claims arising out alternative relationships such as civil unions are covered. Similarly, if state law authorizes nonparents under defined circumstances to seek access to a child, that category of claim would fall within this act and be subject to arbitration if all relevant parties agreed to arbitrate.

A child-related dispute, in turn, is a subset of a family law dispute and includes all aspects of custodial responsibility, parenting time, and child support. If state policy requires, a state may exclude child-related disputes from arbitration under Section 3.

The terms “person” “record,” “sign,” and “state” comport with the current definitions used in other uniform laws.

SECTION 3. SCOPE.

(a) This [act] governs arbitration of a family law dispute.

(b) This [act] does not authorize an arbitrator to make an award that:

(1) grants a [legal separation], [divorce] [dissolution of marriage], or annulment;

(2) terminates parental rights;

(3) grants an adoption or a guardianship of a child or incapacitated individual; [or]

(4) determines the status of [dependency] [a child in need of protection] [;][or]

[(5) determines a child-related dispute] [; or

(6) determines [other specified dispute to be excluded from arbitration]].

Legislative Note: *In the bracketed language in subsection (b)(1) and (4), a state should insert the appropriate term used under state law.*

If a state wants to exclude child-related disputes from arbitration under this act, it should enact subsection (b)(5). If a state excludes child-related disputes from arbitration, the state should delete the following provisions from the act: Sections (5)(c); 12(c); 13(c)(5) and (12); 14(b); 15(c); 16(c); and 19(b), (c), and (d); and the introductory phrase in Section 15(b).

If a state wants to exclude other family law disputes from arbitration, it should enact subsection (b)(6) and identify the category of dispute to be excluded.

Comment

In most states, a family law dispute would include the interpretation and enforcement of premarital and other agreements between the parties; the characterization, valuation and division of property and allocation of debt; awards of alimony; custodial responsibility and parenting

time; child support; and award of attorney's fees. If a state enacts the UFLAA, the parties can choose to have an arbitrator decide any family law dispute that could be decided by a judge, except the status determinations listed in this section. The arbitrator cannot divorce the parties, grant an adoption or guardianship, terminate parental rights, adjudicate a child in need of care, or the like. Parties may not delegate these powers to the arbitrator.

The trend appears to be in the direction of permitting arbitration of child-related disputes so long as courts retain their essential role in overseeing awards affecting children. See *Vanderborgh v. Krauth*, 370 P.3d 661 (Colo. App. 2016); *Brazzel v. Brazzel*, 789 S.E.2d 626 (Ga. Ct. App. 2016); *In re Marriage of Golden and Friedman*, 874 N.E.2d 927 (Ill. 2012); *Harvey v. Harvey*, 680 N.W.2d 835 (Mich. 2004); *Vanderheiden v. Marandola*, 994 A.2d 74 (R.I. 2010). In fact, the New Jersey Supreme Court has held that parents have a constitutional right to resolve their custody disputes by arbitration. See *Fawzy v. Fawzy*, 973 A.2d 347 (N.J. 2009).

Nevertheless, a minority of states exclude child-related disputes from arbitration altogether. See, e.g., *Goldberg v. Goldberg*, 1 N.Y.S.3d 360 (App. Div. 2015) (because of court's exclusive *parens patriae* authority, arbitrator may not decide child custody dispute but could decide child support); CONN. GEN. STAT. ANN. § 46b-66(c) (arbitration shall not include issues related to child custody, visitation, or support). Subsections (b)(5) and (6) are bracketed provisions permitting states to carve out child-related disputes and additional categories of disputes from arbitration. The Legislative Note explains that the carve-out option allows a state to exclude child custody or child support from arbitration and identifies later subsections of the Act that should be deleted if child-related disputes are excluded. The last bracketed subsection would allow states to choose to exclude child custody but not child support or to identify another area, such as parentage, that the legislature does not want parties to arbitrate.

SECTION 4. APPLICABLE LAW.

(a) Except as otherwise provided in this [act], the law applicable to arbitration is [cite this state's statutes and procedural rules governing contractual arbitration].

(b) In determining the merits of a family law dispute, an arbitrator shall apply the law of this state, including its choice of law rules.

Comment

Subsection (a) incorporates by reference a state's existing law and procedure applicable to arbitration. To date, about one-third of the states have enacted the Revised Uniform Arbitration Act. In the majority of states, the Uniform Arbitration Act is still in effect. The RUAA contains more detailed procedures than the UAA. A state using the UAA may want to incorporate some provisions of the RUAA.

Subsection (b) provides that the merits of the case will be determined by the law of the forum state, including its choice of law principles. In general, family courts apply forum law to

the disputes that fall within their jurisdiction. In most cases, parties can consent to personal jurisdiction but not subject-matter jurisdiction. Under this subsection, the parties may choose to use the law of another state to apply to their dispute if permissible under forum law. For example, parties might enter into a post-nuptial agreement and select the law of a particular state to govern the agreement's interpretation. If they included an arbitration clause in the agreement, the arbitrator would apply the law chosen by the parties if a court of the forum state would do so. If, however, child custody is at issue, jurisdiction is determined under the Uniform Child Custody Jurisdiction and Enforcement Act, and the law of the state with jurisdiction applies.

Because of the privacy and flexibility of arbitration, couples can use some creative alternatives in their choice of law. The subject of pet custody, for instance, is of interest to a growing number of family law clients. Through private arbitration agreements, parties could define the decision-making criteria governing custody of family pets, so long as the agreement does not violate the forum's choice-of-law rules.

Except for child-related awards, an isolated error of law is not a basis for vacating an award under this act. Nevertheless, an arbitrator's complete disregard of forum law might be subject to challenge as action beyond the arbitrator's authority. See Section 19(a)(4); *Washington v. Washington*, 770 N.W.2d 908 (Mich. App. 2009) (awards are not subject to vacatur for mere mistake of law, but clear disregard of controlling law could be ground for vacating). Also, states may enact additional grounds for vacating awards through the bracketed provision in Section 19(a)(7).

Because of the state's *parens patriae* responsibility to protect children, judicial review of child-related awards is rigorous. Accordingly, with respect to child-related disputes, the arbitrator's failure to follow applicable law is a basis for vacating the award. See Section 19(b). Additionally, the Uniform Child Custody Jurisdiction and Enforcement Act and the Uniform Interstate Enforcement of Family Support Act will determine jurisdiction for child-related disputes.

Any federal law applicable to the family law dispute will govern of its own force. With regard to child-related disputes, for example, the Parental Kidnapping Prevention Act, 28 U.S.C. 1738A, may be relevant to the court's exercise of jurisdiction.

SECTION 5. ARBITRATION AGREEMENT.

(a) An arbitration agreement must:

(1) be in a record signed by the parties;

(2) identify the arbitrator, an arbitration organization, or a method of selecting an arbitrator; and

(3) identify the family law dispute the parties intend to arbitrate.

(b) Except as otherwise provided in subsection (c), an agreement in a record to arbitrate a

family law dispute that arises between the parties before, at the time, or after the agreement is made is valid and enforceable as any other contract and irrevocable except on a ground that exists at law or in equity for the revocation of a contract.

(c) An agreement to arbitrate a child-related dispute that arises between the parties after the agreement is made is unenforceable unless:

(1) the parties affirm the agreement in a record after the dispute arises, or

(2) the agreement was entered during a family law proceeding and the court approved or incorporated the agreement in an order issued in the proceeding.

(d) If a party objects to arbitration on the ground the arbitration agreement is unenforceable or the agreement does not include a family law dispute, the court shall decide whether the agreement is enforceable or includes the family law dispute.

Comment

Arbitration is a matter of contract. Arbitrators derive their authority to resolve the dispute from the parties' agreement. Therefore, the agreement to arbitrate is the foundational document that governs the arbitration. The court cannot unilaterally order the parties to arbitration without an agreement. See *Budrawich v. Budrawich*, 115 A.3d 39 (Conn. App. 2015) (absent specific agreement between parties, trial court lacked authority to require parties to arbitrate child support question). The parties, however, can voluntarily choose to arbitrate one or more issues.

To ensure that parties voluntarily enter an arbitration agreement, the agreement must be in a record which identifies the arbitrator or method of selecting the arbitrator and the family law dispute the parties want to arbitrate. Among the factors that a court might consider in determining if the agreement was voluntary would be whether parties knew what they were waiving and understood the essential features of arbitration. Arbitration as a means of resolving family law disputes must be a voluntary and informed choice of the parties, not an alternative that is the product of coercion or a contract of adhesion. See MICH. COMP. L. § 600.5072 (requiring that parties acknowledge in a record that they have been informed of the essential features of arbitration, including that arbitration is voluntary, binding, and right of appeal is limited; arbitration is not recommended for cases involving domestic violence; the arbitrator will decide each issue assigned to arbitration and the court will enforce the decision; the parties may consult with an attorney before and during the arbitration process; and the parties are obligated to pay for arbitration).

The UFLAA recognizes that the use of pre-dispute arbitration clauses in premarital

agreements is fairly common and courts generally accept them. See, e.g., *LaFrance v. Lodmell*, ___A.3d ___, 2016 WL 4505748 (Ct. 2016); *Kelm v. Kelm*, 623 N.E.2d 39 (Ohio 1993). In addition, the core mandate of the Federal Arbitration Act (9 U.S.C. § 2) (FAA) applies to any agreement to arbitrate an existing or subsequent dispute arising out of a contract affecting interstate commerce. A case in which divorcing spouses have agreed to arbitrate competing claims to property located in more than one state or interests in a multi-state business would likely be construed as involving interstate commerce. Indeed, marital or community property often includes real property, accounts in financial institutions, interests in business entities, and retirement benefits, whether federal, state or private. Thus, the FAA may apply to those family law arbitration agreements involving interstate property, broadly defined.

This section provides that the arbitration agreement is enforceable as any other contract and irrevocable except on grounds for revocation of a contract at law or equity. The language is drawn from the FAA and the Revised Uniform Arbitration Act (RUAA). There is a rich body of case law on the issue of enforceability of arbitration agreements. As with ordinary contract law, the agreement may be challenged at the time of enforcement on the basis of duress, fraud in the inducement, unconscionability, or other traditional grounds. See Bruhl, *The Unconscionability Game: Strategic Judging and the Evolution of Federal Arbitration Law*, 83 N.Y.U. L. REV. 1420 (2008). In a few states, courts have enforced agreements to arbitrate family disputes according to the tenets of a particular religion or before religious tribunals. See, e.g., *Berg v. Berg*, 927 N.Y.S.2d 83 (App. Div. 2011). Because this act has no application to religious arbitration, the enforceability of agreements to arbitrate under religious doctrine is governed by other law of the state.

With respect to child-related awards, the general enforceability of agreements to arbitrate disputes that might arise in the future does not apply. Subsection (c) bars pre-dispute arbitration agreements for child-related awards unless the parties reaffirm the agreement after the dispute arises or the agreement was incorporated in a court decree—such as a marital settlement agreement.

Subsection (d) makes clear that, if challenged, the validity of an agreement to arbitrate is for the court to decide, not an arbitrator. Similarly, if in question, the court decides whether a particular family law dispute is subject to arbitration. See *Lippman v. Lippman*, 20 So. 3d 457 (Fla. Dist. Ct. App. 2009) (a shareholder agreement requiring arbitration of all claims arising from the agreement that was incorporated into a final judgment of divorce did not create an omnibus agreement to arbitrate all post-dissolution marital disputes).

The allocation of authority is non-waivable. In this respect, the UFLAA differs from the RUAA. While the RUAA likewise gives the court the power to decide both questions, that default is waivable by the parties. See RUAA §§ 4 and 6(b). Because of the state's interest in ensuring the fair resolution of family law disputes, the UFLAA requires that the court determine the basic question whether a valid agreement to arbitrate exists and whether a dispute is subject to the agreement.

SECTION 6. NOTICE OF ARBITRATION. A party may initiate arbitration by giving notice to arbitrate to the other party in the manner specified in the arbitration agreement

or, in the absence of a specified manner, under the law and procedural rules of this state other than this [act] governing contractual arbitration.

Comment

Consistent with many other provisions of the UFLAA, this section permits parties to choose their own method of initiating an arbitration or to fall back on the arbitration law of the forum state. The parties may want to provide for notice as for a civil suit under state law or chose a more informal process by letter, email, or phone call. The Uniform Arbitration Act (1955) has no general notice provision. It does provide that notification of a hearing be sent by registered mail not less than five days before the hearing. UAA § 5. The Revised Uniform Arbitration Act (2000) § 2 provides that except as otherwise provided, a person gives notice to another person by taking action that is reasonably necessary to inform the other person in the ordinary course, whether or not the other person acquires knowledge of the notice. A person has notice if the person has knowledge of the notice or has received notice. A person receives notice when it comes to the person's attention or the notice is delivered at the person's place of residence or place of business or other place the person has held out as a place of delivery for such communications.

SECTION 7. MOTION FOR JUDICIAL RELIEF.

(a) A motion for judicial relief under this [act] must be made to the court in which a proceeding is pending involving a family law dispute subject to arbitration or, if no proceeding is pending, a court with jurisdiction over the parties and the subject matter.

(b) On motion of a party, the court may compel arbitration if the parties have entered into an arbitration agreement that complies with Section 5 unless the court determines under Section 12 that the arbitration should not proceed.

(c) On motion of a party, the court shall terminate arbitration if it determines that:

- (1) the agreement to arbitrate is unenforceable;
- (2) the family law dispute is not subject to arbitration; or
- (3) under Section 12, the arbitration should not proceed.

(d) Unless prohibited by an arbitration agreement, on motion of a party, the court may order consolidation of separate arbitrations involving the same parties and a common issue of

law or fact if necessary for the fair and expeditious resolution of the family law dispute.

Comment

This section provides the framework for motions for judicial relief. Motions must be filed in the court where the family law proceeding is pending or, if no proceeding is pending, in a court with proper jurisdiction. Motions for judicial relief are made and heard in the manner provided by law or rule of court for making and hearing motions. Revised Uniform Arbitration Act § 5 provides that unless a civil action involving the agreement to arbitrate is pending, notice of an initial motion must be served in the manner provided by law for the service of a summons in a civil action. Otherwise notice of the motion is given in the manner prescribed by law or rule of court for serving motions in pending cases.

If necessary, a party seeking to enforce an arbitration agreement may file a motion in court to compel arbitration. Conversely, a party opposing arbitration may file a motion to terminate arbitration. In either case, the court must determine whether the agreement is enforceable and covers the dispute. Both the Uniform Arbitration Act § 2 and the RUAA § 7 contain more detailed procedures for compelling or staying arbitration. Therefore, the state's procedural rules for arbitration will be used. In addition, the UFLAA allows a party to file a motion under subsection (c) to terminate arbitration based on a finding of family violence or child abuse under Section 12.

Subsection (d) permits consolidation of related arbitrations when it would lead to a fair and efficient resolution of the family law dispute. For example, a divorcing couple's assets might include a family business. If the parties agreed to arbitrate the dissolution of the business, the consolidation of that arbitration with the core family law arbitration might be appropriate. A decision on consolidation must be based on whether it is necessary for the fair and expeditious resolution of the family law dispute, not whether it might serve the interests of one party. This provision is more restrictive than the RUAA's consolidation provision (§ 10) in that it requires that the arbitrations to be consolidated involve the same parties. The RUAA concerns commercial arbitration where a more liberal consolidation policy makes sense.

SECTION 8. QUALIFICATION AND SELECTION OF ARBITRATOR.

(a) Except as otherwise provided in subsection (b), unless waived in a record by the parties, an arbitrator must be:

(1) an attorney in good standing admitted to practice or on inactive status [or a judge on retired status] in a state; and

(2) trained in identifying domestic violence and child abuse [according to standards established under law of this state other than this [act] for a judicial officer assigned to

hear a family law proceeding].

(b) The identification in the arbitration agreement of an arbitrator, arbitration organization, or method of selection of the arbitrator controls.

(c) If an arbitrator is unable or unwilling to act or if the agreed-on method of selecting an arbitrator fails, on motion of a party, the court shall select an arbitrator.

Legislative Note: *If a state has judicial education requirements on the topics of domestic violence and child abuse, the state should enact the bracketed language in subsection (a)(2). A state that does not have such requirements should delete the bracketed language.*

Comment

The default qualifications for an arbitrator under this section are that he or she be a lawyer in good standing admitted to practice or on inactive status or a judge on retired status and have training in recognizing intimate partner violence and child abuse. The default requirements reflect the importance of the decisions that family law arbitrators make and the need for arbitrators to be sensitive to the presence of family violence.

Nevertheless, parties may choose to waive the requirements in selecting a particular individual. Because parties may want an arbitrator with unique expertise, experience, or reputation, this section authorizes parties to select whomever they please. An arbitrator selected by the parties in the agreement or in a later written designation does not have to meet the default requirements. The parties may want an arbitrator for only one part of a case, such as to resolve a dispute about competing values on a rare collection, or to unravel a complex multi-state business entity.

The parties' agreed-on selection of an arbitrator may sometimes fail. When an arbitrator cannot serve due to unforeseen circumstances or resigns, subsection (c) directs the court to choose the arbitrator. This subsection tracks Revised Uniform Arbitration Act §11.

SECTION 9. DISCLOSURE BY ARBITRATOR; DISQUALIFICATION.

(a) Before agreeing to serve as an arbitrator, an individual, after making reasonable inquiry, shall disclose to all parties any known fact a reasonable person would believe is likely to affect:

(1) the impartiality of the arbitrator in the arbitration, including bias, a financial or personal interest in the outcome of the arbitration, or an existing or past relationship with a party,

attorney representing a party, or witness; or

(2) the arbitrator's ability to make a timely award.

(b) An arbitrator, the parties, and the attorneys representing the parties have a continuing obligation to disclose to all parties any known fact a reasonable person would believe is likely to affect the impartiality of the arbitrator or the arbitrator's ability to make a timely award.

(c) An objection to the selection or continued service of an arbitrator and a motion for a stay of arbitration and disqualification of the arbitrator must be made under the law and procedural rules of this state other than this [act] governing arbitrator disqualification.

(d) If a disclosure required by subsection (a)(1) or (b) is not made, the court may:

(1) on motion of a party not later than [30] days after the failure to disclose is known or by the exercise of reasonable care should have been known to the party, suspend the arbitration;

(2) on timely motion of a party, vacate an award under Section 19(a)(2); or

(3) if an award has been confirmed, grant other appropriate relief under law of this state other than this [act].

(e) If the parties agree to discharge an arbitrator or the arbitrator is disqualified, the parties by agreement may select a new arbitrator or request the court to select another arbitrator as provided in Section 8.

Comment

The disclosure section is taken mainly from Section 12 of the Revised Uniform Arbitration Act and requires arbitrators to reveal any fact or relationship that might affect the arbitrator's impartiality. The parties may agree to higher standards of disclosure.

An ongoing duty of disclosure rests on the arbitrator as well as the parties and their attorneys. One addition here to the disclosures listed in the RUAA is the requirement to reveal facts bearing on the arbitrator's "ability to make a timely award." The relative speed of the arbitration process is one of its advantages, particularly within the family law context.

The failure to make a required disclosure can result in suspension of the arbitration, the vacating of an award, or other relief. See Section 19(a)(2). If nondisclosure does not result in evident partiality or other prejudice, the court may refuse relief.

SECTION 10. PARTY PARTICIPATION.

(a) A party may:

(1) be represented in an arbitration by an attorney;

(2) be accompanied by an individual who will not be called as a witness or act as an advocate; and

(3) participate in the arbitration to the full extent permitted under the law and procedural rules of this state other than this [act] governing a party's participation in contractual arbitration.

(b) A party or representative of a party may not communicate ex parte with the arbitrator except to the extent allowed in a family law proceeding for communication with a judge.

Comment

Section 10 (a)(1) recognizes that a party may be represented by an attorney throughout the arbitration process and is patterned after Uniform Arbitration Act § 6 and Revised Uniform Arbitration Act § 16. Some states may require that the attorney be licensed in the state.

Section 10(a)(2) gives a party an absolute right to be accompanied by an individual who will not be called as a witness nor act as an advocate. This provision was, in part, a response to concerns expressed by groups who wanted to ensure that a victim of domestic violence could be accompanied by a support person during the arbitration. The accompanying person, however, does not have the right to take the place of the lawyer or advocate for the party.

Section 10(b) provides that as in family law court proceedings, there should be no ex parte communications with the decision-maker except under limited circumstances defined by other law.

SECTION 11. TEMPORARY ORDER OR AWARD.

(a) Before an arbitrator is selected and able to act, on motion of a party, the court may enter a temporary order under [insert reference to this state's statutes or rules governing issuance

of a temporary order in a family law proceeding].

(b) After an arbitrator is selected:

(1) the arbitrator may make a temporary award under [insert reference to this state's statutes or rules governing issuance of a temporary order in a family law proceeding]; and

(2) if the matter is urgent and the arbitrator is not able to act in a timely manner or provide an adequate remedy, on motion of a party, the court may enter a temporary order.

(c) On motion of a party, before the court confirms a final award, the court under Section 16, 18, or 19 may confirm, correct, vacate, or amend a temporary award made under subsection (b)(1).

(d) On motion of a party, the court may enforce a subpoena or interim award issued by an arbitrator for the fair and expeditious disposition of the arbitration.

Comment

Parties in family law cases often seek temporary orders to maintain the status quo or provide interim remedies pending resolution of the case. Temporary restraining orders, both personal and economic, are common. The parties may have already obtained some temporary orders before submitting the case to arbitration or may decide to seek such orders after arbitration has begun. The court retains the authority to issue temporary orders before arbitration starts. Once arbitration begins, the arbitrator can issue temporary awards, subject to the court's power to confirm, correct, amend, or vacate under subsection (c).

Typical orders are for temporary child support, maintenance, residency of the child, restraints on the selling of real and personal property, access to bank accounts, and attorney fees. If for some reason the arbitrator is unavailable to act on an urgent request or cannot provide an adequate remedy, a party can file a motion for the court to provide appropriate relief. Revised Uniform Arbitration Act § 8 addresses the court's ability to grant provisional remedies before the arbitrator is appointed and authorized to act or if there is an urgent matter that the arbitrator cannot act in a timely manner to protect the effectiveness of the arbitration proceeding. UFLAA provisions are broader.

A party may move under subsection (d) for a court to enforce temporary awards entered under this section or other sections of the act.

SECTION 12. PROTECTION OF PARTY OR CHILD.

(a) In this section, "protection order" means an injunction or other order, issued under the

domestic-violence, family-violence, or stalking laws of the issuing jurisdiction, to prevent an individual from engaging in a violent or threatening act against, harassment of, contact or communication with, or being in physical proximity to another individual who is a party or a child under the custodial responsibility of a party.

(b) If a party is subject to a protection order or an arbitrator determines there is a reasonable basis to believe a party's safety or ability to participate effectively in arbitration is at risk, the arbitrator shall stay the arbitration and refer the parties to court. The arbitration may not proceed unless the party at risk affirms the arbitration agreement in a record and the court determines:

- (1) the affirmation is informed and voluntary;
- (2) arbitration is not inconsistent with the protection order; and
- (3) reasonable procedures are in place to protect the party from risk of harm,

harassment, or intimidation.

(c) If an arbitrator determines that there is a reasonable basis to believe a child who is the subject of a child-related dispute is abused or neglected, the arbitrator shall terminate the arbitration of the child-related dispute and report the abuse or neglect to the [state child protection authority].

(d) An arbitrator may make a temporary award to protect a party or child from harm, harassment, or intimidation.

(e) On motion of a party, the court may stay arbitration and review a determination or temporary award under this section.

(f) This section supplements remedies available under law of this state other than this [act] for the protection of victims of domestic violence, family violence, stalking, harassment, or

similar abuse.

Comment

Section 12 provides that if a party is subject to an order of protection or if the arbitrator otherwise finds that a party's safety or ability to participate effectively in the arbitration is at risk, the arbitration must be suspended unless the party who is at risk reaffirms the desire to arbitrate and a court allows it. The presence of domestic or intimate partner violence can vitiate the voluntariness of the consent to arbitrate. Most family lawyers routinely screen for domestic violence. An arbitrator needs to be sensitive to the potential for violence that could adversely affect a party's ability to participate freely and voluntarily in the process.

If there is a protective order in place or the arbitrator suspects abuse that would impair a party's ability to participate in the arbitration, the arbitrator must refer the parties to the court. The court, in turn, must ensure that the requirements of subsection (b) are met before authorizing the arbitration to continue. Nothing precludes a party at any time from seeking a protection order from the appropriate court.

Subsection (c) reflects the principle that where a child's safety is at risk, judicial oversight is essential and arbitration of a child-related dispute is no longer appropriate. Thus, if the arbitration involves a child-related dispute and the arbitrator has a reasonable basis to suspect abuse or neglect of a child, the arbitrator must terminate the arbitration and report the abuse and neglect to the appropriate authorities. Many states impose a similar duty on mediators. See Hinshaw, *Mediators as Mandatory Reporters of Child Abuse: Preserving Mediation's Core Values*, 34 FLA. ST. U.L.REV. 271 (2007).

Where the parties' circumstances require immediate attention, subsection (d) recognizes that the arbitrator has the power to enter a temporary award. Any interim award or determination by the arbitrator under this section can be reviewed by the court.

Subsection (e) allows a court to protect vulnerable parties by staying the arbitration pending review of any determination or award made under this section. If an arbitrator refused to terminate arbitration after a party alleged violence or child abuse, for example, the party could file a motion with the court for a de novo review.

Subsection (f) makes clear that nothing in this Act is meant to replace the state remedies for protecting victims of domestic or family violence, stalking, harassment or abuse and neglect.

SECTION 13. POWERS AND DUTIES OF ARBITRATOR.

(a) An arbitrator shall conduct an arbitration in a manner the arbitrator considers appropriate for a fair and expeditious disposition of the dispute.

(b) An arbitrator shall provide each party a right to be heard, to present evidence material

to the family law dispute, and to cross-examine witnesses.

(c) Unless the parties otherwise agree in a record, an arbitrator's powers include the power to:

(1) select the rules for conducting the arbitration;

(2) hold conferences with the parties before a hearing;

(3) determine the date, time, and place of a hearing;

(4) require a party to provide:

(A) a copy of a relevant court order;

(B) information required to be disclosed in a family law proceeding under law of this state other than this [act]; and

(C) a proposed award that addresses each issue in arbitration;

(5) meet with or interview a child who is the subject of a child-related dispute;

(6) appoint a private expert at the expense of the parties;

(7) administer an oath or affirmation and issue a subpoena for the attendance of a witness or the production of documents and other evidence at a hearing;

(8) compel discovery concerning the family law dispute and determine the date, time, and place of discovery;

(9) determine the admissibility and weight of evidence;

(10) permit deposition of a witness for use as evidence at a hearing;

(11) for good cause, prohibit a party from disclosing information;

(12) appoint an attorney, guardian ad litem, or other representative for a child at the expense of the parties;

(13) impose a procedure to protect a party or child from risk of harm, harassment,

or intimidation;

(14) allocate arbitration fees, attorney's fees, expert-witness fees, and other costs to the parties; and

(15) impose a sanction on a party for bad faith or misconduct during the arbitration according to standards governing imposition of a sanction for litigant misconduct in a family law proceeding.

(d) An arbitrator may not allow ex parte communication except to the extent allowed in a family law proceeding for communication with a judge.

Comment

The powers of an arbitrator, which may be set by the arbitration agreement, depend to a large extent on what the parties agree the arbitrator is to decide. This section draws on the Revised Uniform Arbitration Act §§ 15, 17, and 21 to recognize broad powers of an arbitrator, unless the parties agree otherwise. These powers include to select the rules for the arbitration; conduct the prehearing conferences and the hearing; administer oaths to parties and witnesses; allow any party to conduct prehearing discovery by interrogatories, deposition, requests for production of documents, or other means; determine the admissibility of evidence; and subpoena witnesses or documents upon the arbitrator's own initiative or request of a party. In addition, this section recognizes powers that may be uniquely necessary in the family law context, such as the power to meet with a child, appoint a representative for the child, and impose procedures to protect a party or child from risk of harm. Also, this section authorizes the arbitrator to sanction bad faith conduct according to state law governing misconduct in family law proceedings.

The arbitrator does not have power to alter the terms of the arbitration agreement or to award a remedy other than in accordance with the law. Ex parte communications between a party and the arbitrator are prohibited except to the extent permitted under other law.

SECTION 14. RECORDING OF HEARING.

(a) Except as otherwise provided in subsection (b) or required by law of this state other than this [act], an arbitration hearing need not be recorded unless required by the arbitrator, provided by the arbitration agreement, or requested by a party.

(b) An arbitrator shall request a verbatim recording be made of any part of an arbitration hearing concerning a child-related dispute.

Comment

The general default rule established by this section is that an arbitration hearing need not be recorded. That rule, however, is subject to various exceptions. The hearing must be recorded if the arbitrator requires it, the arbitration agreement so provides, or any party requests it. Importantly, because of the *parens patriae* responsibility of the court to protect children, this section requires that a verbatim record be made of any part of an arbitration hearing concerning a child-related dispute. That mandate is not waivable by the parties. The goal is to ensure that there is a sufficient record for the trial court to review to determine whether the arbitrator applied the relevant law and whether the award furthers the child's best interest.

SECTION 15. AWARD.

(a) An arbitrator shall make an award in a record, dated and signed by the arbitrator. The arbitrator shall give notice of the award to each party by a method agreed on by the parties or, if the parties have not agreed on a method, under the law and procedural rules of this state other than this [act] governing notice in contractual arbitration.

(b) Except as otherwise provided in subsection (c), the award under this [act] must state the reasons on which it is based unless otherwise agreed by the parties.

(c) An award determining a child-related dispute must state the reasons on which it is based as required by law of this state other than this [act] for a court order in a family law proceeding.

(d) An award under this [act] is not enforceable as a judgment until confirmed under Section 16.

Comment

Section (a) is patterned after Uniform Arbitration Act § 8 and Revised Uniform Arbitration Act § 19 which both require the award to be in writing and signed by the arbitrator. The UFLAA allows parties to determine the manner of giving notice of the award or leave it to the state's arbitration law. Under the UAA, the arbitrator must deliver a copy to each party personally or by registered mail, or as provided in the agreement. Under the RUAA, the arbitrator must give notice (defined in RUAA § 2) of the award including a copy of the award to each party to the arbitration proceeding.

Although the RUAA does not create a default requirement for a "reasoned award," the

UFLAA in this section does establish such a default, subject to the parties' agreeing otherwise. The default is based on the state's interest in ensuring that arbitrators follow the law and act fairly and carefully in resolving family law disputes. Most statutes contain descriptions for classifying property as marital or nonmarital and list factors for distribution. If the parties choose to forego a reasoned award, they can do so with respect to monetary disputes between themselves.

Section (c) recognizes that child-related awards are subject to a rigorous standard of review. Therefore, the award must state the reasons on which it is based in the same manner that is required of a family court under state law. The parties cannot waive this requirement. Most states require findings of fact and conclusions of law, sometimes on all statutory factors. A sufficient record is necessary in order for a court to determine whether the arbitrator complied with state law. See *Fawzy v. Fawzy*, 973 A.2d 347 (N.J. 2009). On the issue of child support, federal law requires that all state guidelines establish a presumptive award. 42 U.S.C. § 667(b) (2). There must be written findings of fact as to why deviation from the state guidelines is in the best interests of the child. See 45 C.F.R. § 302.56(f).

Subsection (d) makes clear that an award is not enforceable as a judgment until confirmed. Similarly, a decree of divorce, separation, or annulment requires judicial action. If a party fails to comply with an award before it is confirmed, that non-compliance is not punishable by contempt. Non-compliance, however, might give rise to sanctions once the award is confirmed, if the award provided for the imposition of sanctions. A failure to pay child support as required by an award, for example, might give rise to liability for interest on the unpaid amounts once the award is confirmed.

SECTION 16. CONFIRMATION OF AWARD.

(a) After an arbitrator gives notice under Section 15(a) of an award, including an award corrected under Section 17, a party may move the court for an order confirming the award.

(b) Except as otherwise provided in subsection (c), the court shall confirm an award under this [act] if:

(1) the parties agree in a record to confirmation; or

(2) the time has expired for making a motion, and no motion is pending, under Section 18 or 19.

(c) If an award determines a child-related dispute, the court shall confirm the award under subsection (b) if the court finds, after a review of the record if necessary, that the award on its face:

(1) complies with Section 15 and law of this state other than this [act] governing a child-related dispute; and

(2) is in the best interests of the child.

(d) On confirmation, an award under this [act] is enforceable as a judgment.

Comment

On motion of a party, a court has a duty to confirm an award if no party is challenging it. That duty to confirm is consistent with general arbitration law. See Revised Uniform Arbitration Act § 22. For a child-related award, however, even when no party has raised a challenge, the court may not confirm unless it finds that the award complies with state law and is in the best interests of the child. The court may make that determination on the face of the award or, if necessary, by reviewing the record.

The need for judicial oversight to determine that the award complies with state law and is in the best interest of the child rests on the state's *parens patriae* responsibility. The approach in this section subjects the arbitration award to a standard of judicial review similar to the review typically given to a parenting agreement achieved through negotiation or mediation. Just as parties cannot make a binding agreement as to child custody without judicial approval, an arbitration award of child custody requires some additional scrutiny by the court, even when both parties accept the award, to ensure the award complies with the law of the state. In some states, the law requires a judge to make a finding on the factors listed in the statute. If no factors are listed, the judge would not confirm the award. See *Zupan v. Zupan*, 230 P.3d 329 (Wyo. 2010).

Similarly, by federal mandate all states require the use of child support guidelines. If there is no child support worksheet as required by state law and the amount of child support is not the amount on the tables, the judge would not confirm the award.

SECTION 17. CORRECTION BY ARBITRATOR OF UNCONFIRMED

AWARD. On motion of a party made not later than [30] days after an arbitrator gives notice under Section 15(a) of an award, the arbitrator may correct the award:

(1) if the award has an evident mathematical miscalculation or an evident mistake in the description of a person, thing, or property;

(2) if the award is imperfect in a matter of form not affecting the merits on the issues submitted; or

(3) to clarify the award.

Comment

This section is based on Revised Uniform Arbitration Act § 20. A party by motion to the arbitrator may seek a correction of an award for mathematical or descriptive mistakes, for errors of form not going to the merits, or to clarify the award. If the award is corrected, the arbitrator has a duty to give notice of the changed award.

SECTION 18. CORRECTION BY COURT OF UNCONFIRMED AWARD.

(a) On motion of a party made not later than [90] days after an arbitrator gives notice under Section 15(a) of an award, including an award corrected under Section 17, the court shall correct the award if:

(1) the award has an evident mathematical miscalculation or an evident mistake in the description of a person, thing, or property;

(2) the award is imperfect in a matter of form not affecting the merits of the issues submitted; or

(3) the arbitrator made an award on a dispute not submitted to the arbitrator and the award may be corrected without affecting the merits of the issues submitted.

(b) A motion under this section to correct an award may be joined with a motion to vacate or amend the award under Section 19.

(c) Unless a motion under Section 19 is pending, the court may confirm a corrected award under Section 16.

Comment

This section tracks the Revised Uniform Arbitration Act § 24 for the most part. It allows a party to file a motion with the court to correct the award for mathematical or descriptive mistakes, errors of form not affecting the merits, and mistake in deciding an issue not submitted to the arbitrator. In general, UFLAA Sections 17 and 18 together give parties a choice as to seeking a correction from the arbitrator or from the court in the first instance, but a motion to the arbitrator has a shorter timeline. In addition, as long as the motion is timely, a party may seek a correction from the court of an award that has already been corrected by the arbitrator.

SECTION 19. VACATION OR AMENDMENT BY COURT OF UNCONFIRMED

AWARD.

(a) On motion of a party, the court shall vacate an unconfirmed award if the moving party establishes that:

(1) the award was procured by corruption, fraud, or other undue means;

(2) there was:

(A) evident partiality by the arbitrator;

(B) corruption by the arbitrator; or

(C) misconduct by the arbitrator substantially prejudicing the rights of a party;

(3) the arbitrator refused to postpone a hearing on showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to Section 13, so as to prejudice substantially the rights of a party;

(4) the arbitrator exceeded the arbitrator's powers;

(5) no arbitration agreement exists, unless the moving party participated in the arbitration without making a motion under Section 7 not later than the beginning of the first arbitration hearing; [or]

(6) the arbitration was conducted without proper notice under Section 6 of the initiation of arbitration, so as to prejudice substantially the rights of a party[; or

(7) a ground exists for vacating the award under law of this state other than this [act]].

(b) Except as otherwise provided in subsection (c), on motion of a party, the court shall

vacate an unconfirmed award that determines a child-related dispute if the moving party establishes that:

(1) the award does not comply with Section 15 or law of this state other than this [act] governing a child-related dispute or is contrary to the best interests of the child;

(2) the record of the hearing or the statement of reasons in the award is inadequate for the court to review the award; or

(3) a ground for vacating the award under subsection (a) exists.

(c) If an award is subject to vacation under subsection (b)(1), on motion of a party, the court may amend the award if amending rather than vacating is in the best interests of the child.

(d) The court [shall][may] determine a motion under subsection (b) or (c) based on the record of the arbitration hearing and facts occurring after the hearing [or may exercise de novo review].

(e) A motion under this section to vacate or amend an award must be filed not later than [90] days:

(1) after an arbitrator gives the party filing the motion notice of the award or a corrected award; or

(2) for a motion under subsection (a)(1), after the ground of corruption, fraud, or other undue means is known or by the exercise of reasonable care should have been known to the party filing the motion.

(f) If the court under this section vacates an award for a reason other than the absence of an enforceable arbitration agreement, the court may order a rehearing before an arbitrator. If the reason for vacating the award is that the award was procured by corruption, fraud, or other undue means or there was evident partiality, corruption, or misconduct by the arbitrator, the rehearing

must be before another arbitrator.

(g) If the court under this section denies a motion to vacate or amend an award, the court may confirm the award under Section 16 unless a motion is pending under Section 18.

Legislative Note: *If state law permits an arbitration award to be vacated on grounds other than those listed in subsection (a)(1) – (6), the state may enact bracketed subsection (a)(7) to make those grounds equally available under this act.*

If a state wishes to authorize discretionary de novo review of an arbitration award in a child-related dispute, it should enact the “may” in subsection (d) and the bracketed language at the end of the subsection. If a state does not want to authorize de novo review, it should enact the “shall” in subsection (d) and omit the bracketed reference to de novo review at the end of the subsection.

Comment

The language in subsection (a) tracks the traditional narrow grounds for vacating an arbitration award found in both the Uniform Arbitration Act § 12 and the Revised Uniform Arbitration Act § 23. To avoid frustrating the purpose of arbitration, courts must give appropriate deference to arbitration awards. The court does not consider the sufficiency or weight of the evidence or otherwise consider an attack on the merits. See *Brinckerhoff v. Brinckerhoff*, 889 A.2d 701 (Vt. 2005).

Under section (a)(2)(A), the evident partiality standard requires “clear evidence of impropriety” and the “evidence of bias or interest of an arbitrator must be direct, definite and capable of demonstration rather than remote, uncertain or speculative.” *Ormsbee Development Co. v. Grace*, 668 F.2d 1140, 1147 (10th Cir. 1982). See also *In re Marriage of Shults*, 2015 WL 9459743 (Kan. App. Dec. 23, 2015) (unpublished) (fact that arbitrator represented the attorney for one party seventeen years earlier did not amount to evident partiality). Under subsection (a)(4), to show an arbitrator exceeded his or her powers, the party must show the arbitrator either acted beyond the terms of the arbitration agreement or acted in complete disregard of the law. See *Giraldi v. Morrell*, 892 P.2d 422 (Colo. App. 1994); *Washington v. Washington*, 770 N.W.2d 908 (Mich. App. 2009).

Some states go beyond the RUAA in authorizing additional grounds for vacating arbitration awards. The bracketed subsection (a)(7) authorizes a court to vacate family law arbitration awards on the basis of those additional grounds. If state law, for example, permits parties to agree that an award can be challenged for errors of law, the bracketed language would authorize a court to review an award for errors of law if the parties have so agreed.

Child-related awards are reviewed under a separate mandatory standard. Under subsection (b), the award must comply with applicable law and must be in the child’s best interests. Moreover, the record and statement of reasons in the award itself must be adequate for the court to exercise its review. Subsection (c) permits a court to amend an award rather than

vacate if amendment would be in the child’s best interests. Amendment might be an appropriate option, for example, if the arbitrator has misapplied the state’s child support guidelines and the child support determination can be easily corrected without a further evidentiary hearing.

Subsection (d) contains a discretionary de novo review option. While some states authorize discretionary de novo review as a way of ensuring that children’s interests are protected, others limit judicial review of child-related awards to the record in the arbitration proceeding and later-occurring facts. *Compare* *Harvey v. Harvey*, 680 N.W.2d 835 (Mich. 2004) (requiring de novo review of arbitration award determining child custody), *with* N. MEX. STAT. ANN. § 40-4-7.2(T) (providing that review of arbitration award must be based on arbitration record and any facts arising after arbitration hearing). The bracketed provision allows states to choose between these competing approaches. See *Vanderborgh v. Krauth*, 370 P.3d 661 (Colo. App. 2016) (finding no violation of the father’s due process rights or of child’s rights when the trial court used its discretion to decline to exercise de novo review of arbitration award; the court had the power to order a de novo hearing if found necessary).

The bracketed 90-day time period for filing a motion to vacate is the time frame most often found in family law arbitration statutes. A state may insert a different time period if it wants. The act provides two alternative measures of time: no later than 90 days after notice of the award, or, when an award is challenged on the ground of “corruption, fraud, or other undue means,” no later than 90 days after the corruption, fraud, or undue means is known or should have been known. If the fraud is not discovered until after the award has been confirmed, then a party’s recourse would be to challenge the confirmed award under other law governing challenges to judgments. For example, if fraud were discovered 30 days after notice of an award and the award remains unconfirmed, a party would have 90 days from the time of discovery in which to bring the challenge. If fraud were discovered after the award has been confirmed, however, then any challenge would be governed by the state’s rules for vacating judgments.

SECTION 20. CLARIFICATION OF CONFIRMED AWARD. If the meaning or effect of an award confirmed under Section 16 is in dispute, the parties may:

- (1) agree to arbitrate the dispute before the original arbitrator or another arbitrator; or
- (2) proceed in court under law of this state other than this [act] governing clarification of a judgment in a family law proceeding.

Comment

A confirmed award may be so ambiguous that clarification is required. Under this section, the parties may agree to arbitrate any dispute arising from the ambiguity, or they may proceed according to state law in clarifying a judgment.

SECTION 21. JUDGMENT ON AWARD.

(a) On granting an order confirming, vacating without directing a rehearing, or amending an award under this [act], the court shall enter judgment in conformity with the order.

(b) On motion of a party, the court may order that a document or part of the arbitration record be sealed or redacted to prevent public disclosure of all or part of the record or award to the extent permitted under law of this state other than this [act].

Comment

Subsection (a) follows Revised Uniform Arbitration Act §25(a) and requires the court to enter judgment after confirming, vacating, or amending an award. The entry of judgment is an important judicial act that may be necessary to give rise to enforceable legal obligations under the award.

The opportunity for privacy is often a key attraction of arbitration for couples at the point of marriage dissolution. Subsection (b) recognizes that the court may seal or redact documents or records to prevent public disclosure to the extent allowed under applicable law. This is important to prevent bank account and other numbers, private business information, and other items from being public record. In addition, parties are free as a matter of contract to agree that evidence disclosed during the arbitration should remain confidential. If a party were to breach such a confidentiality agreement, the remedy for the aggrieved party would be contractual.

SECTION 22. MODIFICATION OF CONFIRMED AWARD OR JUDGMENT. If

a party requests under law of this state other than this [act] a modification of an award confirmed under Section 16 or judgment on the award based on a fact occurring after confirmation:

(1) the parties shall proceed under the dispute-resolution method specified in the award or judgment; or

(2) if the award or judgment does not specify a dispute-resolution method, the parties may:

(A) agree to arbitrate the modification before the original arbitrator or another arbitrator; or

(B) absent agreement proceed under law of this state other than this [act]

governing modification of a judgment in a family law proceeding.

Comment

Post-decree modifications of court orders are well-known in family law. Family law decrees involving spousal support, custodial responsibility, or child support may be subject to modification under state law based on material and continuing changes in circumstances. Child-related issues are generally modifiable throughout a child's minority, subject to varying limitations under state law.

This section provides that parties may proceed on requests for modification of a confirmed award by various routes. If a dispute-resolution method for modification is specified in the award or judgment, that method should be followed. If no method is specified, then the parties can agree to arbitrate or, in the absence of agreement, proceed in court under state law governing modifications of family court decrees. If the parties do opt for arbitration, they may return to arbitration with the same arbitrator, or they may choose a different arbitrator.

SECTION 23. ENFORCEMENT OF CONFIRMED AWARD.

(a) The court shall enforce an award confirmed under Section 16, including a temporary award, in the manner and to the same extent as any other order or judgment of a court.

(b) The court shall enforce an arbitration award in a family law dispute confirmed by a court in another state in the manner and to the same extent as any other order or judgment from another state.

Comment

This section clarifies that a confirmed award is a judgment of the court and can be enforced as any other judgment, including the use of contempt, fines, and other enforcement remedies. Awards confirmed by a court in another state will be entitled to the same full faith and credit as any court judgment from a sister state. If there is a confirmation of an award from another state, full faith and credit requires that it be honored as a judgment.

SECTION 24. APPEAL.

(a) An appeal may be taken under this [act] from:

- (1) an order [granting or] denying a motion to compel arbitration;
- (2) an order granting [or denying] a motion to stay arbitration;
- (3) an order confirming or denying confirmation of an award;

- (4) an order correcting an award;
- (5) an order vacating an award without directing a rehearing; or
- (6) a final judgment.

(b) An appeal under this section may be taken as from an order or a judgment in a civil action.

Legislative Note: *If a state wants to authorize an immediate appeal from an order granting a motion to compel arbitration, it should enact the bracketed language in subsection (a)(1). If a state wants to authorize an immediate appeal from an order denying a motion to stay arbitration, it should enact the bracketed language in subsection (a)(2).*

Comment

The appeals section tracks the Revised Uniform Arbitration Act § 28 and Uniform Arbitration Act § 18, with the exception of the bracketed terms in subsection (a)(1) and (a)(2). The bracketed terms would, in effect, level the playing field in determining appealability of trial court rulings on motions to compel arbitration and to stay arbitration. Under the RUAA and UAA, trial court rulings that delay arbitration—orders that refuse to compel arbitration or orders that stay arbitration—are immediately appealable, but trial court orders compelling arbitration or refusing to stay arbitration are not immediately appealable. The bracketed terms in this section give states the option of expanding appealability in the family law context.

SECTION 25. IMMUNITY OF ARBITRATOR.

(a) An arbitrator or arbitration organization acting in that capacity in a family law dispute is immune from civil liability to the same extent as a judge of a court of this state acting in a judicial capacity.

(b) The immunity provided by this section supplements any immunity under law of this state other than this [act].

(c) An arbitrator's failure to make a disclosure required by Section 9 does not cause the arbitrator to lose immunity under this section.

(d) An arbitrator is not competent to testify, and may not be required to produce records, in a judicial, administrative, or similar proceeding about a statement, conduct, decision, or ruling

occurring during an arbitration, to the same extent as a judge of a court of this state acting in a judicial capacity. This subsection does not apply:

(1) to the extent disclosure is necessary to determine a claim by the arbitrator or arbitration organization against a party to the arbitration; or

(2) to a hearing on a motion under Section 19(a)(1) or (2) to vacate an award, if there is prima facie evidence that a ground for vacating the award exists.

(e) If a person commences a civil action against an arbitrator arising from the services of the arbitrator or seeks to compel the arbitrator to testify or produce records in violation of subsection (d) and the court determines that the arbitrator is immune from civil liability or is not competent to testify or required to produce the records, the court shall award the arbitrator reasonable attorney's fees, costs, and reasonable expenses of litigation.

Comment

Immunity for arbitrators is essential if arbitration is to serve the purpose of helping parties resolve disputes and alleviating crowded court dockets. Without the cloak of immunity, individuals will be unwilling to serve in the important and demanding role of family law arbitrator. This section tracks Revised Uniform Arbitration Act § 14. Likewise, the bar against arbitrator testimony parallels the approach of the RUAA and protects the integrity of the arbitration process. In the interest of child protection, the family law arbitrator nevertheless has a duty to report child abuse or neglect under Section 12.

Immunity for other professionals engaged in the arbitration process, such as guardians ad litem, would be determined according to other law. See, e.g., *Vlastelica v. Brend*, 954 N.E.2d 874 (Ill. App. 2011).

SECTION 26. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it.

SECTION 27. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This [act] modifies, limits, or supersedes the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).

SECTION 28. TRANSITIONAL PROVISION. This [act] applies to arbitration of a family law dispute under an arbitration agreement made on or after [the effective date of this [act]]. If an arbitration agreement was made before [the effective date of this [act]], the parties may agree in a record that this [act] applies to the arbitration.

SECTION 29. EFFECTIVE DATE. This [act] takes effect

ARBITRATION AGREEMENT

This Agreement is entered into between _____, Petitioner, and _____, Respondent, parties to _____ County, Domestic Relations Case No. _____ (Petitioner and Respondent are, collectively, the "Parties). The Parties agreed to binding arbitration pursuant to an Agreed Entry filed with the Court on _____ and pursuant to the terms set forth herein.

1. Arbitrator: Pursuant to the Agreed Entry Phyllis G. Bossin, Esq. has been appointed Arbitrator to decide all contested issues as set forth in the Agreed Entry, which issues are recited below.
2. Law: The laws of the State of Ohio, its civil rules and rules of evidence shall control the arbitration process. The Parties agree that the Arbitrator, in her sole discretion, shall decide the extent to which the Ohio Rules of Evidence and Civil Procedure shall be applied.
3. Record: The Parties shall retain the services of a court reporter to have all of the arbitration hearings recorded. The Parties shall equally share the costs for the services of the court reporting service and for obtaining copies of the transcript of proceedings, if any party should request a transcript or if the Arbitrator requests a transcript. This transcription shall constitute the official record of the proceedings and shall be made available to both counsel and the Arbitrator.
4. Issues:
 - (1)

 - (2) Other issues as may be agreed upon by the Parties before or during the arbitration hearing.
5. Procedure: The format for the arbitration shall be determined by the Arbitrator, with the objective of expediting the hearing.
6. Date, Time and Place. The arbitration hearings shall be held at the law office of the Arbitrator or another location designated by the Arbitrator unless the Parties and the Arbitrator otherwise agree. The arbitration shall take place on a date or dates to be determined and on such dates

thereafter, if necessary, as the parties and Arbitrator may agree. After a date for arbitration has been set, adjournments will be at the discretion of the Arbitrator.

7. Fees and costs. The Parties agree to pay the Arbitrator at the rate of \$_____per hour for all services rendered. An advance payment, payable to Phyllis G. Bossin & Associates, A Legal Professional Association, in the amount of \$_____from each Party shall be paid to the Arbitrator prior to the commencement of the hearing. If any day set aside for arbitration is cancelled or continued at the request of either party with less than 72 hours notice, a four-hour charge will be incurred. The cost is to be paid by the Party or Parties requesting or causing the postponement. The Arbitrator may request additional deposits from time to time, including deposits for expenses of arbitration. The balance of the Arbitrator's fees, if any, is to be paid equally by the Parties prior to the entry of any decision or other final order of the court, or unless other arrangements satisfactory to the Arbitrator have been made. The Arbitrator shall render an accounting to the Parties and return any unexpended balance at the close of the case.
8. Initiation of arbitration. The arbitration shall be initiated by the filing of this fully executed agreement with the Arbitrator.
9. Preliminary matters. An administrative conference with the Arbitrator, the Parties and their counsel may be scheduled if the Arbitrator determines that it will expedite the arbitration proceedings. This conference may be held by conference call or other electronic means. The Arbitrator may also schedule a preliminary hearing with the Parties and their counsel to specify issues to be resolved, to stipulate as to uncontested facts, or to consider other matters to expedite the arbitration proceedings. A preliminary hearing may be conducted by conference call or other electronic means.
10. Scheduling. Consistent with the expedited nature of arbitration, at an administrative conference or preliminary hearing, the Arbitrator may establish (a) the extent of and schedule for production of relevant documents and other information, (b) the scheduling of depositions, (c) the scheduling of third party discovery, (d) the scheduling of other discovery, (e) the identification of witnesses to be called, and (f) a schedule for further hearings to resolve the dispute.

11. Attendance at hearings. The Arbitrator, the Parties and their counsel shall maintain the privacy of the hearings and other proceedings (e.g. discovery incident to arbitration) unless the law provides otherwise or the Parties otherwise agree. The Arbitrator shall otherwise have the power to require exclusion of witnesses, other than a Party or other essential person, during any other person's testimony. The Arbitrator has the discretion to determine the propriety of attendance of any other person.

12. Oaths. Before proceeding with the first hearing, the Arbitrator may take an oath or affirmation of office. The Arbitrator may require witnesses to testify under oath or affirmation administered by the arbitrator. The Arbitrator's oath or affirmation shall state names of parties to the arbitration agreement and shall be substantially in this form:

“(Name), being duly sworn or affirmed, hereby accepts this appointment, attests that the biography or other information submitted by the arbitrator to the parties is accurate and complete; will faithfully and fairly hear and decide matters in controversy between the above-named parties in accordance with their arbitration agreement, with the Code of Professional Responsibility, the Ohio Rules of Civil Procedure and Ohio Rules of Evidence and will make an award according to the best of the arbitrator's understanding.”

The oath or affirmation shall be signed and dated by the arbitrator, who shall send copies to the parties' counsel and, if necessary, to the Court.

13. Postponements. For good cause shown, the Arbitrator may postpone any hearing upon a Party's written request or upon the Arbitrator's own initiative. The Arbitrator shall grant a postponement upon written request of all Parties. The Arbitrator may impose costs incurred by the Parties or Arbitrator in connection with a postponement. See paragraph 7 above related to Arbitrator's fees.

14. Order of Proceedings; communication with Arbitrator.
 - a. Opening of hearing. The initial hearing shall be opened by the filing of the oath of the Arbitrator, where required; by recording the date, time and place of the hearing, and the presence of the Arbitrator, the Parties and their counsel and by the Arbitrator's receipt of any necessary pleadings.

b. Opening Statements. At the beginning of the hearing the Arbitrator may ask for statements clarifying the issues involved. In some cases, part or all of these statements may have been submitted at the preliminary hearing conducted by the Arbitrator.

c. Sequence of presentation of evidence. The Petitioner shall present evidence to support her position. Respondent shall then present evidence to support his position. Petitioner may then present any rebuttal evidence. The Arbitrator shall have the discretion to vary this procedure but shall offer a full and equal opportunity to all Parties for presentation of material and relevant evidence.

d. Exhibits. The Arbitrator may receive exhibits in evidence when offered by a Party, subject to the Ohio Rules of Evidence and the discretion of the Arbitrator.

e. Witnesses and exhibits into record. All witnesses' names and addresses and a description of exhibits in the order received shall be made a part of the record, subject to the Ohio Rules of Evidence.

f. No ex parte communications. There shall be no direct communication by either Party or their counsel and the Arbitrator other than at oral hearings, unless the Parties and the Arbitrator agree otherwise in writing.

15. Witnesses, subpoenas, depositions, court assistance.

a. Subpoenas. The Arbitrator shall have the power to administer oaths and may issue subpoenas for attendance of witnesses and for production of books, records, documents and other evidence. Subpoenas issued by the Arbitrator shall be served and upon application to the court by a Party or the Arbitrator, enforced in the manner provided by law for service and enforcement of subpoenas in a civil action.

b. Depositions. On the application of a Party and for use as evidence pursuant to the Ohio Rules of Civil Procedure, the Arbitrator may permit depositions to be taken, in the manner and upon the terms the Arbitrator designates pursuant to the Ohio Rules of Civil Procedure.

c. Authority to compel. All provisions of law compelling a person under subpoena to testify are applicable.

- d. Court assistance. The Arbitrator or a Party with the approval of the Arbitrator may request assistance from the court in obtaining discovery and taking evidence, in which case the Ohio Rules of Civil Procedure will apply. The court may execute the request within its competence and according to the rules on discovery and evidence and may impose sanctions for failure to comply with its orders.
 - e. Witness compensation. Witnesses shall be compensated in accordance with witness compensation in regular civil proceedings.
16. Arbitration in the absence of a party or counsel for a party. The arbitration may proceed in the absence of a party or counsel who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of party. The Arbitrator shall require the party who is present to submit such evidence as the Arbitrator may require for the making of an award.
17. Evidence and procedure.
- a. Relevant and material evidence. The Parties may offer such evidence as is relevant and material to the dispute pursuant to the Ohio Rules of Evidence and in the discretion of the Arbitrator and shall produce evidence that the Arbitrator deems necessary to an understanding and determination of the dispute.
 - b. Determination of relevance and materiality. The Arbitrator shall be the judge of the relevance and weight of evidence offered subject to applicable Ohio rules and laws and the discretion of the Arbitrator.
 - c. Rules of Evidence and Rules of Civil Procedure. The Ohio Rules of Evidence and Civil Procedure shall be general guides in conducting the hearing. The Arbitrator has the discretion to waive or modify these rules to permit efficient and expeditious presentation of the case. The rules of privilege shall apply as in civil actions.
 - d. Evidence in open proceedings. Evidence shall be taken in the presence of all Parties, except where a party is absent in default or has waived the right to be present.

18. Documents produced subsequent to hearing. If the Arbitrator directs that documents or other evidence be submitted to her after the hearing, the documents or other evidence shall be filed with her. All Parties shall be afforded an opportunity to examine such documents or other evidence and object thereto as appropriate pursuant to the Ohio Rules of Evidence.
19. Closing of hearing.
 - a. Further proofs inquiry. The Arbitrator shall specifically inquire of all Parties whether they have any further proofs to offer, witnesses to be heard, or whether they wish to be heard in final oral argument. Upon receiving negative replies or if satisfied that the record is complete, the Arbitrator shall declare the hearing closed.
 - b. Briefs or written closing arguments. If briefs or written closing arguments are to be filed, the hearing will be declared closed as of the final date the Arbitrator sets for receipt of such documents.
20. Reopening of hearing. At any time before the award is made, the hearing may be re-opened on the Arbitrator's initiative or upon either Party's application.
21. Waiver of rules. A Party who proceeds with the arbitration knowing that a provision or requirement of this agreement has not been complied with and who fails to object in a timely manner will be deemed to have waived the right to object. An objection must be timely filed.
22. Extensions of time. The Parties may agree to modify any period of time. The Arbitrator may, for good cause, extend or shorten any period of time established by this agreement or the Ohio Rules of Civil Procedure. The Arbitrator shall notify the Parties of any extension or shortening of time.
23. Serving notice. The Parties, their counsel and the Arbitrator shall be deemed to have consented that any papers, notices, or process necessary for initiation or continuation of an arbitration under this agreement; for any court action in connection therewith; or for entry of judgment on any award made under this agreement may be served on a Party by mail addressed to the Party's counsel at the last known address, provided that reasonable opportunity to be heard with regard thereto has been granted to the Party. The Parties and the arbitrator also consent to

the use of electronic transmission to give notices permitted or required by this agreement.

24. Arbitration Award.

a. Draft of award. Upon completion of the final hearing, the Arbitrator will first issue a draft of the arbitration decision in writing and deliver a copy to each attorney. Barring any unforeseen circumstances, the draft award will be issued within 60 days after the conclusion of the hearing or the receipt of proposed findings, briefs or written closing arguments, if requested by the arbitrator, as well as a copy of the transcript of proceedings.

b. Response to draft of award. Each Party shall have fourteen days from receipt of the draft to correct any errors or omissions prior to the Arbitrator issuing a final decision. The purpose of this is not for counsel to re-argue the case but to bring to the Arbitrator's attention any significant errors of fact or law that either counsel believes have been made. The Arbitrator retains jurisdiction to correct errors or omissions in the Award until the Court confirms the Award.

c. Issuance of award. Upon the expiration of the above time limitations, the Arbitrator shall issue a final award. The award shall be mailed by ordinary U.S. mail and also sent electronically to the Parties' counsel. The arbitration award shall be submitted to the Colorado arbitrator for submission to the Colorado court and issuance of order.

d. Findings of Fact and Conclusions of Law. The award shall state the reasons upon which it is based and shall enter findings of fact and conclusions of law.

e. Interest. The Arbitrator may award interest as provided by law.

25. Judicial review and appeal. Appellate judicial review shall be permitted only if it is consistent with Ohio law.

26. Applications to court; exclusion of liability.
- a. Judgment on award. Parties to proceedings conducted pursuant to this arbitration agreement shall be deemed to have consented that the judgment upon the arbitration award may be entered in any court having jurisdiction. Neither party shall contest the jurisdiction of the Ohio court to enforce the arbitration award nor shall either party contest the validity of this award based upon any jurisdictional argument or based upon the refusal of the children to participate in the proceedings.
- b. Arbitrator immunity. The Arbitrator shall be entitled to immunity as provided by law.
27. Expenses. Expenses of witnesses shall be paid by the party producing such witnesses. The parties shall equally bear all other expenses of the arbitration, including required travel of the Arbitrator, the cost of expert witnesses appointed by the Arbitrator and of any witnesses and the cost of any proof produced at the Arbitrator's direct request. Each party's individual legal expenses are not to be considered arbitration expenses.
28. Experts.
- a. Appointment of expert by arbitrator. The Arbitrator may appoint one or more independent experts to report in writing to the Arbitrator on specific issues designated by the Arbitrator and communicated to the Parties.
- b. Information to expert. The Parties shall provide the Arbitrator appointed expert (the "Expert") with any relevant information or produce for inspection any relevant documents or goods that the Expert may reasonably require. A dispute between a party and the Expert as to relevance of the requested information or goods shall be referred to the Arbitrator for decision.
- c. Dissemination of the report of Expert. Upon receipt of an Expert's report, the Arbitrator shall send a copy to all Parties and shall give the Parties an opportunity to object to the Expert's report in writing. A Party may examine any document in order to object to the Expert's report in writing. A Party may examine any document upon which the Expert relied in the Expert's report.

d. Examination of Expert. At any Party's request, the Arbitrator shall give the Parties an opportunity to depose the Expert prior to a hearing. The Parties may present rebuttal expert witnesses to testify on the points at issue during the Arbitration hearing.

29. Arbitration award. The Parties shall faithfully abide by and perform any arbitration award, to the extent such award is not vacated, reversed, or modified by a court of law.

30. Severability. In the event that any of the provisions of this agreement are deemed to be invalid or unenforceable, the same shall be severed from the remainder of this agreement and shall not cause invalidity or unenforceability of the remainder of this agreement. If such provision shall be deemed to be invalid due to its scope or breadth, such provision shall be deemed to be valid to the extent of the scope or breadth permitted by law.

31. Entire agreement. This agreement constitutes the entire understanding of the Parties with respect to the Arbitration proceedings. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein with respect to the Arbitration proceedings.

BY SIGNING BELOW, THE PARTIES AND THEIR RESPECTIVE COUNSEL AGREE TO BE BOUND BY THE TERMS CONTAINED HEREIN.

Dated: October ____, 2013

, Petitioner

Respondent

Attorney for Petitioner

Attorney for Respondent

I accept the arbitration assignment set forth in this Agreement.

Phyllis G. Bossin, Esq.: Arbitrator:
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