LOCAL RULES OF PRACTICE

SANDUSKY COUNTY COMMON PLEAS COURT

Civil, Criminal & Domestic Relations Divisions

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SCHEDULE OF COURT COSTS DEPOSITS
(At end of Rules)
APPENDIX OF FORMS
(After Schedule of Court Costs Deposits)

RULE 1
Scope of Applicability; Purpose

A. These rules shall apply to the Court of Common Pleas of Sandusky County, Ohio, Civil, Criminal and Domestic Relations Divisions, hereinafter referred to as "the Court". References hereto may be cited as "Local Rule ...". The Clerk of Courts may hereinafter be referred to as "the Clerk".

B. The purpose of these rules is to define local practice and procedure of the Court, consistent with the Rules of Superintendence, the Rules of Civil and Criminal Procedure, and such other rules as may be promulgated or adopted by the Supreme Court of Ohio pursuant to Section 5(B) of Article IV of the Ohio Constitution.

RULE 2
Term of Court; Hours of Session; Judges

A. The Court shall be in continuous session for the transaction of judicial business. Each calendar year shall be divided into three (3) parts, commencing on January 1, May 1, and September 1.

B. The sessions of Court shall be daily, Monday through Friday, from 8:00 A.M. to 12:00 Noon, and from 1:00 P.M. to 4:30 P.M., and/or at such other times and hours as a Judge may prescribe to meet special situations and conditions.

C. The Judges of the Court are set forth on the cover page of these rules

RULE 3
Jury Year

A. The jury year shall commence on September 1 of each year (R.C. 2313.08).

RULE 4
Security for Costs; Application of Deposit

A. The Clerk shall require a cash deposit to be made as security for court costs, in accordance with an established schedule, upon filing of every action, unless otherwise provided by law or these rules. A

Poverty Affidavit may be filed in lieu of such deposit; however the filing of such an affidavit does not exempt a party from liability for payment of costs at the conclusion of the case or proceedings. During the pendancy of a case the Clerk may require additional deposits to be made if it appears that the amount of the deposit then on file may not be sufficient security for the anticipated costs.

B. The Clerk shall establish a Schedule of Court Cost Deposits. This schedule and any amendments thereto, shall be subject to the approval of the Court.

C. Upon final judgment, the Clerk shall apply all deposits to the costs in the case, regardless of the party against whom the costs have been assessed, and shall bill the party to whom costs have been assessed for the total costs of the case. The Clerk shall not be required to issue execution or other process except upon request of the party who recovered judgment for the costs. Any monies collected by the Clerk, in excess of costs remaining due, after applying all deposits, shall be disbursed by the Clerk to the party whose deposit was applied to the costs.

RULE 5
Service by Publication

A. Counsel for a party desiring service by publication shall submit a proposed legal notice for such publication to the Clerk, who shall promptly submit it to an appropriate newspaper. The Clerk may modify a proposed legal notice if a Poverty Affidavit has been filed and if the proposed notice appears to include excess language.

B. The cost of publication of the legal notice shall be taxed as court costs, and the Clerk may require an additional deposit to cover the anticipated cost thereof prior to the commencement of publication.

RULE 5(a)
Service by Posting

A. In divorce, annulment or legal separation proceedings where the residence of the defendant is unknown and the plaintiff is proceeding in *forma pauperis* by the filing of a Poverty Affidavit in lieu of a cost deposit, service of process shall be made by posting and mail, pursuant to Civil Rule 4.4(A)(2), and the required notice shall be posted by the Clerk in the following three (3) conspicuous places:

1. A bulletin board in the front lobby on the first floor of the Sandusky County Courthouse in Fremont, Ohio.

2. A bulletin board in a public area at County Court No. 1 in Clyde, Ohio.

3. A bulletin board in a public area at County Court No. 2 in Woodville, Ohio.

In addition to the requirements of Civil Rule 4.4(A)(1), the date assigned for the final hearing in the case shall be noted in such notices, which shall be no sooner than ten (10) weeks after the date of posting. The date for the final hearing will be provided by the assignment commissioner for the Judge to whom the case has been assigned.

After the notices have been posted for six (6) weeks, the Clerk shall note on the docket of the case that posting has been completed in accordance with this rule. The notices may be removed from the bulletin board after the date of the final hearing.

RULE 6
Format of Pleadings; Amendments; Time Computation; Filing by Fax

A. All pleadings, motions, memoranda and other papers filed with the Clerk shall be typewritten, or be neatly printed, and have a top margin of at least one and one-half (1.5) inches, and contain the following information in the caption:

1. The name, address, telephone number, facsimile (fax) number, and Supreme Court registration number of counsel. If counsel is a firm, the attorney having the primary responsibility for the case shall be indicated thereon. Counsel shall promptly notify the Clerk of any change in this information.

2. The current addresses of all parties to the action shall be included on all original pleadings. A post-judgment Motion which revives an action is considered as an original pleading for purposes of this rule. Counsel shall promptly notify the Clerk, in writing, of any change of address of any party.

3. The name of the Judge to whom the case has been assigned.

4. The case number assigned by the Clerk, which shall be noted on each page of every pleading.

5. Social Security numbers (SSN) shall not be included in the caption or body of any pleading or Entry, except in criminal proceedings. This rule does not preclude the use of a SSN where its purpose is to specifically identify a party or person, such as in a Qualified Domestic Relations Order or in a Precipe or a Subpoena. In the event a request for a copy of such a document is made by someone other than a party or their attorney, the Clerk shall redact the SSN before furnishing the copy.

6. Self represented litigants (pro se) will file appropriate forms as instructed by the Clerk. The Clerk shall refuse for filing any incomplete or non-conforming forms.

B. Pleadings and judgment entries may be amended as provided in Civil Rule 15; but no pleading or entry shall be amended by interlineations or obliteration.

C. All motions, except in domestic relations cases, shall be accompanied by a memorandum setting forth the grounds therefore, and citing the authorities relied upon. (See Rule 23 for special rules in domestic relations cases.)

1. Unless the Court directs otherwise, upon the filing of a motion, any party opposing the motion shall file a Response by the 14th day after receipt of the motion, and the moving party may file a Reply by the 7th day after receipt of the Response. The motion shall thereupon be deemed submitted, and shall be decided by the Court, without oral argument, unless counsel has requested oral argument in conjunction with the filing of the Response or /Reply.

2. This rule shall apply to all motions, including Motions for New Trial, Motions for Judgment notwithstanding the Verdict, and Motions for Summary Judgment.

3. An extra copy of every motion, except Motions for Temporary Relief filed in conjunction with a divorce complaint, shall be filed with the Clerk, and marked "Judge's copy". The Clerk shall file stamp such copy and place it in the Judge's box.

D. Time in these rules is computed in accordance with Civil Rule 6.

E. Any document (pleading, brief or other paper no greater than 8.5" X 11") may be filed with the Clerk by facsimile (fax) transmission, hereinafter referred to as "FAX". The Clerk's FAX number is 419-334-6164, and the voice number is 419-334-6161. A pleading received by FAX shall be considered filed when it has been imprinted with the Clerk's date-time filing stamp, in the same manner as a pleading received in person or by mail at the Clerk's office. It is the responsibility of the person transmitting a pleading by FAX to assure that it is timely and properly filed. If the Clerk considers a document illegible, the Clerk shall notify the party to file the original; and the original, when received, shall be considered filed as of the date and time the fax copy was received.

Any signature on a pleading filed by FAX shall be deemed to be that of the attorney or party it purports to be for all purposes. If it is established that the pleading was transmitted without authority, or that the pleading is not in conformity with the Civil Rules or these Local Rules, the Court shall order it stricken [see Civil Rule 5(E)].

No document in excess of ten (10) pages may be filed by FAX without the prior consent of the Clerk. The purpose of this provision is to make certain there is a sufficient supply of paper in the Clerk's FAX unit. It is suggested that if a brief or other document is substantially in excess of ten pages, and if time is of the essence, that counsel should contact the Court (not the Clerk), to request an extension of time to file the document by mail.

The Clerk may assess a fee of twenty-five cents ($.25) per page for all pleadings, briefs, documents, or other papers filed by FAX, which shall be taxed to the party filing the document.

WHEN A PLEADING IS FILED VIA FAX, THE ORIGINAL SHALL NOT BE FILED UNLESS ORDERED BY THE COURT.

RULE 7
Case Designation Sheets

A. A Case Designation Sheet (see Appendix of Forms) shall be presented to the Clerk upon the filing of every Complaint, Petition, post-judgment Motion reviving a case, Indictment, Information, or any other initial-filing document.

B. It is the responsibility of trial counsel, rather than a secretary or paralegal, to assure that the Case Designation Sheet properly designates the nature of the filing so that the case is properly reported to the Supreme Court of Ohio by the Trial Court on its monthly statistical report.

RULE 8
Clerk Shall Reject Pleadings

A. The Clerk shall not accept for filing any pleading which is not in conformity with these rules, or which is not accompanied by an appropriate Case Designation Sheet.

RULE 9
Certificate of Service

A. Proof of Service of all pleadings, motions, briefs, memorandum and other writings filed with the Judge or Clerk shall be by a Certificate of Service, which shall state the names and addresses of the attorneys and/or parties served (rather than "all parties or counsel of record"). If such service is by FAX, the fax number to which it was sent shall be noted rather than an address.

RULE 10
Interrogatories and Production of Documents

A. Counsel demanding/requesting discovery shall file a one-page Certificate of Service with the Clerk, bearing the case caption, the name and address of the party to whom it was directed, the name of the party required to respond, the type of discovery requested, and the date of mailing. **The discovery Demand/Request shall not be filed.**

B. Counsel responding to discovery shall likewise file a one-page Certificate of Service with the Clerk, containing similar information, and the date of mailing the response. **The discovery Response shall not be filed.**

RULE 11
Depositions

A. A deposition filed with the Clerk of Courts shall not be withdrawn except by leave of the Court.

RULE 12
Videotaped Testimony and Evidence

A. The use of videotaped testimony and evidence is permitted in accordance with the provisions of Civil Rules and the Rules Superintendence. Note: Such testimony is now sometimes recorded on DVD disk rather than videotape.

B. Objections may be made at the conclusion of the question and answer only. Counsel shall state the basis for the objection, and may read citations into the record at that time, if desired; however additional citations may be provided to the Court at a later time. Any objections made prior to the completion of an answer may, in the Court's discretion, be disregarded and overruled.

C. Counsel shall notify the Court at least 14 days prior to the trial date, if there are any objections contained in the videotaped testimony, and shall provide the Court with a written transcript of the videotaped testimony, or such portion thereof as is necessary to rule on any objections; and the Court will promptly schedule a hearing to rule on the objections.

D. After ruling on the objections, the proponent of the videotaped testimony shall have an edited or "clean" copy of the videotaped testimony prepared, so that it can be played to the jury, in an uninterrupted manner, without the objections and argument. A written transcript of the edited copy of the deposition shall also be presented to the Court, which will be made a part of the record, so that the Court Reporter is not required to transcribe the videotaped deposition testimony.

E. Costs for videotaped testimony and evidence shall be assessed in accordance with the Rules of Superintendence. If an appeal is taken in a case in which videotaped testimony was presented, the party who presented the videotaped testimony shall present a written transcript of the original (unedited) videotaped testimony to the Court Reporter, to be included with the trial transcript, if it has not been previously filed with the Clerk.

RULE 13
Extensions and Continuances

A. Upon written motion, any party may be permitted one extension of time to move or plead, provided that total extension of time does not exceed thirty (30) days unless more time permitted by the Court.

B. If an additional extension of time beyond that provided by the foregoing paragraph is needed, the written motion shall set forth facts indicating the practical impossibility of pleading within the rule and demonstrating good cause for further extension.

C. Continuances of assigned hearings shall be granted only upon written motion, except in cases of emergency. In the event an emergency continuance is granted upon oral request, a written motion shall thereafter be promptly submitted confirming the oral request. A Motion for a Continuance of an assigned hearing shall state the date of the hearing for which the continuance is requested.

A continuance request must confirm that the opposing party has been contacted and consents to the continuance; otherwise the motion must be set for hearing. Exceptions to this rule are if moving counsel provides the Court with verification that opposing counsel has been unresponsive for seven days or more to movants attempts to contact them for consent to the continuance, or if moving counsel has a hearing in another court that was scheduled before the assigned hearing in this court and has provided proof of that fact.

D. Motions for an extension of time to move or plead, and for a continuance, shall be accompanied by a proposed Entry, which shall contain a space for the Court to insert the date to move or plead, or the new date and time for the continued hearing.

RULE 14
Entry of Appearance; Official Notification of Assignment

A. No attorney shall be considered of record in a case, other than plaintiff's counsel, until an Entry of Appearance has been filed. No attorney may withdraw from a case except upon written motion, and for good cause shown. The attorney of record **will appear** at all proceedings unless prior leave of Court is obtained by him/her allowing local counsel to appear on his/her behalf.

B. The Assignment Commissioner shall send Assignment Notices to counsel by **email** at an email address provided by counsel. Counsel shall be under a continuing duty to provide updated email addresses to the Court. Written Assignment Notices shall be sent by ordinary mail to counsel without an e-mail address or unrepresented parties at their addresses as shown on the docket sheet. Such mailing, or emailing, as the case may be shall be deemed the official notification of the assignment of a case.

RULE 15
Case Management Procedure; Pre-trials; Mediation

A. For the purposes of ensuring the readiness of cases for trial and maintaining their timely disposition, the following case management procedures are hereby adopted:

Civil Cases

1. After a case is at issue, and at or after an initial pre-trial has been held, a Case Management Schedule will be issued.

2. Counsel shall present a Pre-Trial Statement to the Judge and opposing counsel at the initial pre-trial, or as directed by the Judge. Final trial briefs will be filed if the Judge so requires.

3. At the initial pre-trial conference, or at a later time, the trial judge will refer all appropriate cases to mediation. If the case is not resolved at the mediation, counsel shall report to the Assignment Commissioner to confirm or schedule a status pre-trial and/or trial date.

4. If a jury trial is demanded, requesting counsel will deposit $300.00 two weeks before the trial is to begin. If the money is **not** deposited, a jury will **not** be called.

Criminal Cases

1. As soon as a criminal case is bound-over to the grand jury from a lower Court, the Clerk shall assign the case to a trial judge in order to facilitate assignment of hearings on pre-indictment motions, such as bond modification. In cases of direct indictment (secret cases), the Clerk shall assign the case to a trial judge as soon as the indictment is filed.

2. A case shall be assigned for trial at arraignment, or within ten (10) days thereafter, so as to be in compliance with the Ohio Speedy Trial Statutes (R.C. 2945.71 et seq.).

3. The Assignment Commissioner, in conjunction with the prosecuting attorney and defense counsel, shall assign all cases for a pre-trial conference after arraignment.

4. Pre-Trial Motions, and Requests for Discovery and a Bill of Particulars, shall be filed within the time limits set forth in the Criminal Rules; and if not timely filed, such requests may be summarily denied by the Court.
5. All plea negotiations shall be completed at least five (5) working days prior to the scheduled trial date. If a plea is agreed upon, the agreement shall be reduced to writing by the prosecuting attorney, and the defendant shall promptly appear before the Court for the entry of a plea pursuant to Criminal Rule 11.

Pre-trials (in all cases)

A. Counsel who attend pre-trial conferences are encouraged to have conferred with each other prior thereto, and they shall have authority to discuss all phases of the case, to conduct good faith negotiations toward settlement of the case, and to enter into stipulations in preparation of trial.

B. A pre-trial conference, except a final pre-trial, may, with leave of Court, be conducted by telephone. Arrangements for a telephone conference shall be made by Counsel requesting the conference.

C. If counsel for any party fails to appear at a pre-trial conference, the Court may, for good cause, dispose of the case as though Counsel had failed to appear for trial.

Mediation

Chapter 2710 of the Revised Code (the Uniform Mediation act), **R.C. 3109.052** (Mediation of Differences in allocation of Parental Rights and Responsibilities), and **Rule 16 of the Rules of Superintendence of the Supreme Court of Ohio**, including all subsequent amendments thereto, are hereby incorporated into this local rule as if fully re-written herein.

If a party ordered by the Court o attend mediation fails to attend without good cause, the Court may impose sanctions, including but not limited to an award of attorney's fees, costs, contempt, or any other appropriate sanction.

RULE 16
Trial Briefs

A. Prior to trial counsel may, and upon request of the Court counsel shall, file trial briefs setting forth the issues of law involved in the case. All trial briefs shall be furnished to opposing counsel.

RULE 17
View of Scene

A. All requests for a view of the scene shall be in writing and shall be filed with the Court at least seven (7) days prior to trial; and each request shall set forth the items the Bailiff is to point out to the jury.

RULE 18
Exhibits

A. All exhibits shall be marked and copies thereof provided to opposing counsel **before** trial.

B. Counsel shall provide the Court with a schedule of the proposed exhibits before trial.

RULE 19
Jury Questionnaires

A. It is the practice of the Court to have jury questionnaires prepared and to make such questionnaires available to counsel. If jury questionnaires are used, the following procedure shall apply:

1. Prior to trial, the Assignment Commissioner shall provide counsel with copies of the questionnaires, which have been completed by prospective jurors.

2. During voir dire, counsel shall not inquire of jurors as to matters satisfactorily and completely answered in the questionnaires, or argue the case or issues of law.

3. Counsel may **not** make additional copies of the jury questionnaires, and shall **return** the jury questionnaires to the Bailiff promptly after voir dire.

RULE 20
Judgment Entries

A. Unless the trial judge otherwise directs, counsel for the party in whose favor a decision has been rendered shall, within ten (10) days thereafter, prepare the proper Judgment Entry, and submit it to all opposing counsel, who shall approve or reject the same within five (5) days after the receipt thereof. The names of counsel and the trial judge shall be typed under the signature lines. When the entry has been approved by all counsel, it shall be presented to the trial judge for approval and filing with the Clerk of Courts. If counsel cannot agree upon the entry, they shall each submit proposed entries to the trial judge within 30 days who shall thereafter file one of the entries, or shall direct counsel to prepare the proper entry.

B. If counsel fails to present an entry within twenty-five (25) days after a decision has been rendered, the trial judge may cause the proper judgment entry to be prepared and filed without prior submission or notice to counsel, or may take such other action as may be appropriate.

C. Counsel shall promptly submit a Judgment Entry to the trial judge following settlement of a case. If counsel fails to present a Judgment Entry within twenty-five (25) days after representation to the court that a case has been settled, the case may be dismissed for want of prosecution.

RULE 21
Default Judgments; Military Affidavits

A. Default judgments shall be granted in accordance with Civil Rule 55. Notice of filing of a Motion for default judgment must be given to the opposing party or counsel whenever there has been any communication by opposing party or counsel with plaintiff's counsel, or any filings with the Court; and in such instances judgment by default will not be granted without a hearing. Upon the Court's own discretion, a Default Hearing may be held prior to the signing of the judgment entry.

B. All Motions for default judgment, and cases where judgment is confessed on a Warrant of Attorney, shall be accompanied by an Affidavit in compliance with the Service members' Civil Relief Act, Title 50, U.S.C. App., Sections 501-596.

C. Whenever a motion for default judgment is filed, or judgment is confessed on a Warrant of Attorney, plaintiff's counsel shall present a judgment entry to the Court.

RULE 22
Disposition of Depositions, Exhibits, etc.

A. At the conclusion of a case, and after 60 days written notice to counsel by the Clerk and/or Court Reporter, the Clerk or Court Reporter may dispose of all exhibits, transcripts, depositions, audio and video materials, charts and drawings, and all other similar materials filed with the Clerk or Court Reporter.

DIVORCE AND DOMESTIC CASES

A. DIVORCE AND LEGAL SEPARATION PROCEDURES

1. A divorce or legal separation case shall be commenced by the filing of the following documents with the Clerk of Courts:
   a. Complaint;
   b. Domestic Forms G-1 and G-2 Affidavits of Income and Expenses and Property, said affidavits shall be prepared and signed and filed along with income verification such as copies of W-2's or earning statements with social security numbers redacted.
   c. Domestic Forms G-3 and G-4 Affidavits ONLY when parties have minor children together; said affidavits shall be prepared and signed when filed;
   d. Motion for Temporary Order with affidavit, if applicable;
   e. Child support worksheet, if applicable;
   f. Mutual Restraining Order, see Exh. H as attached herein

2. The Clerk shall serve the Defendant with a copy of the following:
   a. Summons;
   b. All pleadings filed in the Divorce/Legal Separation action by Plaintiff;
   c. A blank G-1 and G-2 Affidavit;
   d. A blank G-3 and G-4 Affidavit, if applicable;
   e. A notice stating:
      WARNING: A motion for Temporary Orders has been filed in this action. You have fourteen (14) days from the date you were served with these documents to complete the attached forms and return them to the Clerk of Courts. Should you fail to do so, the Court may issue a Temporary Order based solely on the information provided by the other party.
   f. The Mutual Restraining Order.

3. The Defendant shall have fourteen (14) days from the date of the service of the pleadings to respond on the issue of Temporary Orders. Defendant shall file within fourteen (14) days the following:
   a. The G-1 and G-2 Affidavits of Income Expenses and Property;
   b. The G-3 and G-4 Affidavits regarding minor children, if applicable;
   c. Motion for Temporary Orders with Affidavit, if applicable;
   d.. Support Worksheet, if applicable;
   e. NOTE: Defendant shall provide a copy of all filed documents, by ordinary mail, to Plaintiff's counsel or to Plaintiff directly if unrepresented.

4. After fourteen (14) days from the date of service upon the Defendant, the Judge or Magistrate will review all the documents filed in the matter and issue the appropriate Temporary Order. Where the appropriate orders include a support order, the CSEA shall immediately issue an appropriate withholding or deduction notice pursuant to R.C. 3121.03 et seq. If the Judge or Magistrate determines the information is insufficient or conflicting, the Court may set the matter for hearing at its own discretion. A CSEA information sheet shall be completed and sent to CSEA with the child support order.

5. Either party may request an evidentiary hearing on the issue of Temporary Orders. Said request shall be in writing and shall include a Notice of Hearing. It shall be the responsibility of the moving party to contact the Assignment Clerk to obtain a hearing date for the Notice of Hearing. Said Hearing Request with Notice of Hearing shall be served on the non-moving party. The Temporary Orders, if any, remain in full force and effect until they are otherwise modified during the pendency of the proceedings. If a temporary spousal and/or child support order results, a CSEA information sheet will accompany the order to the CSEA.

6. The parties and counsel will be notified of when a pretrial will be scheduled in the matter no later than 45 days from the service of summons.

B. EXCHANGE OF DOCUMENTATION

Within thirty (30) days of the filing of an answer or at the first pretrial in the matter, each party shall disclose and provide to the other the following, if applicable:

a. Verification of incomes with current paystubs and the last three years of income tax returns, including W-2 statements;
b. Copies of all bank statements, credit card statements, mortgage/loan statements and other relevant financial documents;
c. All pension/retirement statements
d. Real Estate Deeds if real property is located out of the county.
e. Detailed vehicle information.

Failure to disclose **may** result in exclusion of evidence at trial upon motion of opposing counsel.

B. CASE MANAGEMENT

If the defendant fails to plead or fails to appear at a scheduled temporary hearing, the case will be scheduled for an uncontested hearing. However, in contested cases, at the pre-trial conference or at a later time, the judge will refer those cases to mediation. If a case is not resolved at mediation, counsel shall report to the assignment commissioner to schedule a status pre-trial or trial.

In domestic relations cases the mediator, prior to the mediation session being held, shall inquire of the parties regarding any domestic violence history.

If a party ordered by the Court to attend mediation fails to attend without good cause, the Court **may** impose sanctions, including but not limited to an award of attorney fees, costs, contempt, or any other appropriate sanction.

D. COURT STANDARD PARENTING TIME ORDER

The Court has adopted a Standard Order for Parenting time, fka Visitation and Companionship, contained in the Appendix of Forms, which shall be used unless the parties agree otherwise, or unless the evidence and the best interest of the children require otherwise. This Standard Order may be incorporated by reference into any Judgment Entry in lieu of being fully written therein; however, a copy of the Standard Order shall be attached to the copies of the Judgment Entry that are provided to the parties.

E. COURT STANDARD MEDICAL AND HEALTH CARE ORDER

The Court has adopted a Standard Order for Medical and Health Care, contained in the Appendix of Forms, which shall be used unless the parties agree otherwise, or unless the evidence and the

best interest of the children require otherwise. This Standard Order may be incorporated by reference into any Judgment Entry in lieu of being fully written therein, however, a copy of the Standard Order shall be attached to the copies of the Judgment Entry that are provided to the parties.

F. CHILD SUPPORT ORDER REQUIREMENTS

All Entries which contain a Child Support Order must be accompanied by a Child Support Worksheet and the Statutory Language of Notification, whether or not support is actually ordered (ie. In shared parenting cases where support is waived or deviated from). The CSEA will prepare all Withholding Orders, for both child and spousal support. Parties shall fill out the CSEA information sheet (Form F) and give it to the Clerk to forward to CSEA .

G. GUARDIAN AD LITEM (See Appendix A)

H. TRIAL BRIEFS

In all contested divorce and legal separation actions, upon request of the Court, a trial brief shall be filed by each party at least seven business days prior to the final hearing, which shall contain the following information:

1. A list of all property of the parties, both marital and separate, including but not limited to, pension plans, 401(k) and IRA accounts, insurance policies, household goods and other personal property, motor vehicles, and bank accounts, together

with the fair market value or cash value thereof; also, a statement as to the method of proof to be used for each item, ie. Expert witness, stipulation, accepted documentary source (NADA Blue Book, etc), or testimony of a party. A copy of any appraisal or pension evaluation shall be attached to the trial brief.

2. A listing of every debt of the parties, both marital and individual.
3. A statement as to earnings and other sources of income of the parties for the year-to-date, and the three (3) prior years.
4. Any special or unusual issues in the case.

FAILURE TO TIMELY FILE A BRIEF, IF SO ORDERED, WITH A COPY TO OPPOSING COUNSEL, SHALL RESULT IN THE FACTS CONTAINED IN THE BRIEF FILED BY THE OPPOSING PARTY BEING DEEMED ADMITTED AS IF IT WERE AN UNANSWERED REQUEST FOR ADMISSIONS; AND THE COURT MAY CONTINUE THE HEARING UNTIL SUCH BRIEFS HAVE BEEN FILED.

I. MOTIONS FOR MODIFICATION/CONTEMPT

All Motions which seek to modify or enforce a former order, or which seek contempt actions, shall contain the following language:

1. The exact language of the prior Order, either by insertion in the motion, or by a copy attached to the motion.
2. The relief requested, and the factual and legal basis for the motion.
3. The parties current addresses in the caption.
4. If the Motion involves a Change of Custody, the Affidavit required by R.C. 3127.23(A) must be filed. The Court may also, upon its own motion or upon the motion of either party, require that a hearing be held concerning the issue of whether there has been a change of circumstances necessitating a change in custody before proceeding further on the case.

5. If the Motion involves unpaid health care bills, a summary of such bills and a copy of the notice of the unpaid bills to the other party shall be attached to the motion, with a certification that such bills were submitted to the opposing party at least 30 days prior to the filing of the Motion. Copies of said bills are required as exhibits at the hearing.

ANY POST-JUDGMENT MOTION WHICH DOES NOT COMPLY WITH THIS RULE MAY BE SUA SPONTE DISMISSED BY THE COURT.

J. POST JUDGMENT MODIFICATIONS

Post Judgment Modifications may be made to those provisions of a Final Judgment Entry that are within the court's continuing jurisdiction, by the filing of a "Consent Judgment Entry" approved by the parties, without the filing of a Motion. If the Entry involves a change of custody, the related issues of child support, health care expenses, income tax exemptions, and visitation must be addressed in the "Consent Judgment Entry" and an R.C. 3127.23(A) Affidavit must be filed.

K. RESTORATION OF FORMER NAME

If a party desires to be restored to a former name, pursuant to R.C. 3105.16, a separate Judgment Entry may be prepared for such purpose; a Motion shall not be required.

L. TRANSFER OF PROPERTY PURSUANT TO JUDGMENT ENTRY

If a Judgment Entry contains a provision for the transfer of title, to either real or personal property, by judicial decree upon the failure of a party to voluntarily comply with the provisions of the Entry, and if it becomes necessary to resort to such provision for the transfer of title, then a Judgment Entry particularly describing the property to be transferred shall be prepared and presented to the court and a certified copy thereof shall be delivered to the agency responsible for transferring title.

M CSEA ADMINISTRATIVE APPEAL

A party filing an appeal from an administrative decision of the Sandusky County Child Support Enforcement Agency shall mail a copy of the Notice of Appeal to the opposing party by regular mail at their last known address. The Clerk shall not accept a Notice of Appeal for filing unless a Certificate of Service is attached thereto. A format for a Notice of Appeal and a Certificate of Service are available from the CSEA.

RULE 24
Partition

A. Attorney fees shall be allowed in partition cases, which shall be taxed as costs, based upon the appraised value of the property involved if it is partitioned, or upon the gross proceeds from the sale of the property if it is sold, as follows:

1. Ten per cent (10%) of the first one thousand dollars ($1,000); plus
2. Six per cent (6%) of the next four thousand dollars ($4,000); plus
3. Four per cent (4%) of the next five thousand dollars ($5,000); plus
4. Two per cent (2%) of all over ten thousand dollars ($10,000).

B. If an action for partition is terminated other than upon the merits, attorney fees shall be allowed based upon the reasonable value of the services provided, commensurate with the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the service properly.

C. Such attorney fees shall be awarded to counsel for the plaintiff, unless the Court finds that services were also performed by other counsel who accrued to the common benefit of all the parties, in which case a portion of such attorney fees may be awarded to such other counsel.

RULE 25
Judicial Sales of Real Estate

A. In every action wherein a demand is made for the judicial sale of real estate the party demanding such sale shall attach to the Complaint one of the following types of documents to certify the title to the premises which are the subject of the action: (1) a Preliminary Judicial Title Report, issued by a title company authorized to do business in the State of Ohio; or, (2) an Attorney's Certificate of Title. Such title document shall state substantially as follows:

"This is to certify that an examination of the public records of Sandusky County, Ohio, has been made to determine the ownership of the subject real estate, and to identify all parties who might claim any interest therein; and that, in the opinion of the undersigned, all such parties have been named as parties to this action." (or, stating as an exception, any interested party not so named).

B. Upon any decree subsequently issued which orders the sale of the real estate, the party demanding such sale shall file an up-date to the prior title document, which shall state substantially as follows: "This is certify that the prior title examination of the subject real estate has been extended to the current date, to determine if any parties have acquired any interest therein subsequent to the previous title examination; and that, in the opinion of the undersigned, there are no such parties except parties to whom the doctrine of **lis pendens** applies." (or, stating as an exception, any party not subject to **lis pendens**).

C. The expense of procuring such title documents shall be taxed as costs in the case.

D. The County Auditor will **not** accept a Sheriff's Deed for transfer of record title for the property sold unless the real estate description has been approved by the G.I.S. (fka Tax Map) Office. Therefore it is recommended that, prior to filing the Complaint, counsel should present the real estate description to such office for approval, to save a delay in the approval of the Judgment Entry Confirming Sale. The real estate description that is contained in the Complaint, the Entry of Foreclosure, the Order of Sale, and the Entry Confirming Sale must be legible, with a font size no less than 12. The Clerk or Sheriff may reject any such pleading that does not comply with such requirement.

E. An Order of Sale (form available from Clerk of Courts) shall be prepared by counsel for the party demanding the sale, and the following data shall be set forth immediately following the legal description of the real estate: volume and page of the last recorded document of title (deed, not a mortgage); Auditor's permanent parcel number; the address or location of the premises being sold.

F. The Sheriff shall have access to the interior of buildings for the appraisal required under an Order of Sale, **if,** prior to conducting the appraisal, the Sheriff receives a written request, from any person, for an appraisal of the interior of buildings **and** such person furnishes the Sheriff with a key to all locked buildings. If there is no such request received by the Sheriff, the appraisal of locked buildings shall be made from the exterior only; and the Legal Notice of Sale shall state that the appraisal was made from the exterior only. The purchaser always takes the premises "As Is", without any warranties.

G. The Clerk may require the party demanding the sale to furnish an additional cost deposit, prior to publication of the Legal Notice of Sale, to secure the cost of publication thereof.

H. Immediately following the first publication of the Legal Notice of Sale in the newspaper, counsel for the party demanding the sale shall mail a copy of such Legal Notice to all parties or their counsel of record, and file a Certificate of such mailing with the Clerk.

I. The Sheriff, deputy, or party conducting the sale shall, prior to commencing the bidding, announce that the successful bidder shall have fourteen (14) days from the date of the sale to secure an examination of the title to said real estate, and to file a Motion to set aside the sale, in the event such examination discloses that the title so purchased is unmarketable by reason of any defect in the proceedings or the existence of any interest not disclosed in either of the title documents heretofore required. If the Court, upon hearing thereof, finds said title to be unmarketable, the Court may

refuse to confirm the sale; however, no liability may be imposed on counsel or the title examiner for such defective proceedings or title documents. However, the Court may also fix a reasonable time, not to exceed ninety (90) days, within which any defects may be corrected, and thereafter confirm the sale.

J. The successful bidder shall, upon acceptance of the bid, deposit with the Sheriff 10% of the bid; the remaining 90% thereof shall be paid upon confirmation of the sale and delivery of the deed. The purchaser shall not be required to pay the balance of the bid until thirty (30) days after the filing of the Entry confirming the sale; however the purchaser may waive such waiting period.

K. The Judgment Entry ordering distribution of the sale proceeds shall provide for distribution by the Sheriff of the sale proceeds, in general terms, as follows:

1. To the Clerk; the court costs, which shall include the Sheriff's fees, poundage and deed fee.

2. To the Treasurer; all real estate taxes, including penalties and interest, due and payable to the date of distribution.

3. To the Auditor; the conveyance fees levied by R.C. 319.54(F)(3) and R.C. 322.02.

4. To the first lienholder, (*state name*); payment in full of its judgment, or, balance of sale proceeds to apply on its judgment lien

5. To any additional lienholders, according to their priority (itemize)

6. To the Clerk of Courts; any remaining funds, pursuant to R.C. 2329.44

Note 1. Occasionally the sale proceeds are not paid to the Sheriff in time to prevent the imposition of additional penalties and interest on the real estate taxes due as set forth in the Entry. In such instances, the Sheriff shall pay such additional penalties and interest, in addition to the amount stated in the Entry, and shall reduce the last amount to be distributed under the Entry by such additional amount.

Note 2. If the successful bidder is the first lienholder, and the bid is less than the amount due said lienholder, the Entry shall not require that the purchaser pay any funds to the Sheriff. Instead, the Entry shall require the purchaser to issue separate checks to the following entities: (1) the Clerk, for all costs of the case, including the Sheriff's fees; (2) the Treasurer, for all taxes due and payable; and (3) the Auditor, for the conveyance fee ($1.00 per $1,000) levied by R.C. 354.19(F)(3). The $3.00 per $1,000 fee levied by R.C. 322.02 is generally not required (see Opinions of the Attorney General, No. 82-102). The Sheriff will not issue the Deed until proof of payment of these items is provided.

RULE 26
Appraiser's Fees

A. Appraiser's fees, in actions relating to both real and personal property, shall be allowed as follows, without court approval:

1. Fifty cents per thousand dollars ($.50 per $1,000) of appraised value, with a minimum fee of twenty-five dollars ($25.00).

2. Notwithstanding the foregoing paragraph, each appraiser of real estate shall be entitled to receive a minimum fee of fifty dollars ($50.00) per parcel of real estate appraised.

RULE 27
Forcible Entry and Detainer

A. If a Writ of Restitution of Premises is issued to the Sheriff, by any Court, pursuant to R.C. 1923.13, the Sheriff shall be responsible for the execution of said Writ. However, the Sheriff shall require the plaintiff to provide the necessary man-power, at its own expense, to physically remove the defendant's property from the premises. If the defendant has vacated the premises, any property remaining thereon shall be deemed abandoned, and the plaintiff may dispose of it in any manner as it sees fit. If the defendant has not vacated the property, the Sheriff shall cause any property located thereon to be removed to a licensed storage facility, and the plaintiff shall pay the first month's storage fees. The plaintiff's actual expenses for such removal and storage may be taxed as costs. After removing the property from the premises into storage, the Sheriff shall provide the defendant with the following information: (1) the location of storage, (2) notice that the defendant shall be responsible for payment of all storage charges after the first month, and (3) notice that the storage facility may dispose of the property, in the manner provided by law, if the defendant fails to pay future storage charges.

RULE 28
Appeals from Administrative Agencies

A. Except as otherwise provided by specific rule, statute, or Order of Court, in all cases originating in administrative agencies and appealed to this Court, the following briefing schedule shall be followed:

1. The Appellant's Brief shall be filed within thirty (30) days after the record is filed by the administrative agency.

2. The Appellee's Brief shall be filed within fourteen (14) days after service of Appellant's Brief.

3. The appellant may file a Reply Brief within seven (7) days after Service of Appellee's Brief.

RULE 29
Receiverships

A. In all cases where receivers are appointed by this Court, the following procedure shall apply:

1. Unless the Court by entry specifically authorizes the continuation of a business, the receiver shall promptly take control of the assets of the defendant debtor and cause the same to be inventoried and appraised; give notice to all known creditors by publication; afford the creditors an opportunity to present and prove their claims; determine the validity and priority of all claims presented; take such steps as may be necessary to reduce the assets to cash; and make distribution thereof to the creditors.

2. Within sixty (60) days after being appointed, the receiver shall file an inventory and appraisement of assets, and an account of receipts and disbursements to date. The several matters herein referred to shall be considered by the Court, and approval thereof shall be by entry, after due notice to the creditors.

3. Semi-annually thereafter, the receiver shall file consecutively numbered reports as to all activities of the receivership since the last report, and outline the plans of the receivership during the next six months.

4. In cases involving receivers appointed to take charge of property and to collect rents and other income, the receiver may expend funds, without first having obtained court approval thereof, to pay insurance premiums, utility bills, and such emergency repairs as are necessary for the preservation of the property. All other expenditures shall require prior approval of the Court.

5. In all receiverships in which the appraised value of the property is in excess of $1,000, the receiver shall file a report in advance of any sale, either public or private, of the estimated expenses to be incurred in conducting the sale.

6. No payment of fees and expenses may be made to the receiver or Counsel for the receiver except upon written motion, accompanied by an itemized statement, setting forth the time spent on enumerated items since the last application for payment of fees, the amount of funds on hand, the current status of the receivership, and an estimate of the amount of time and expenses necessary to conclude the work of the receivership. Notice of hearing thereon and an opportunity to file objections shall be given to the creditors.

7. Failure to file an inventory and appraisement, accounts, or other reports as required by this rule shall constitute just cause for the removal of the receiver and/or Counsel for the receiver, and/or for withholding of their fees.

RULE 30
Notaries Public

A. The Court may appoint a Notary Commissioner, or Commissioners, who shall be charged with the responsibility of requiring an applicant to complete a written application, and who shall evaluate or conduct an examination of the applicant to determine whether the applicant possesses the necessary qualifications as outlined in Chapter 147 of the Revised Code of Ohio. Such examination shall not be required of persons seeking a renewal of an active notary public commission in this state.

B. An unsuccessful applicant may appeal directly to the Judge and shall be entitled to a prompt review, or may make application for a re-examination. Every unsuccessful applicant shall be notified by the Commissioner of the reason for rejection of the application.

C. A person admitted to practice law in this State, or certified by a Judge of this Court as an official Court Reporter, shall not be required to take an examination for appointment as a notary.

RULE 31
Bail and Surety Bonds

A. Attorneys and other officers of the Court shall not be accepted as bail or surety, and no bond shall be approved having the name of such persons thereon as surety. The Clerk shall have authority to determine what persons or corporate sureties are acceptable for filing bonds with the Court.

RULE 32
Mandatory Arbitration

A. Arbitration is available under Rule 15 of the Rules of Superintendence

RULE 33
Transcripts

A. The furnishing of a transcript by the Official Court Reporter, and the compensation of the Reporter for such service, shall be as provided in R.C. 2301.21, et seq.

B. No transcript, except in indigent criminal case, shall be commenced by the Official Court Reporter until there has been deposited with the Reporter a sum equal to the estimated cost thereof. In the event the deposit is not sufficient to cover the actual cost of the transcript, the transcript shall not be delivered to the party requesting the same until the balance of the cost has been paid. In the event the deposit is greater that the actual costs of the transcript, the excess deposit shall be refunded upon the filing of the transcript.

The Official Court Reporter shall file and carefully preserve in his office all notes or other records of testimony, and items submitted as evidence, for a period of ten (10) years, or until final disposition of the case, whichever is later.

RULE 34

The Grand Jury

A. The Court shall impanel a new grand jury for the four-month terms beginning on January 1, May 1, and September 1 of each year.

B. All grand jury proceedings, except deliberations and voting, shall be recorded, as provided in Criminal Rule 22.

C. An unintentional failure of any recording devise to reproduce all or any portion of a proceeding shall not affect the validity of an indictment issued by the grand jury with respect to such non-recorded proceedings.

D. The records of the grand jury proceedings, including transcripts of testimony, are not public records, and shall remain in the custody and control of the prosecuting attorney unless otherwise ordered by the Court in a particular case, and shall be kept for a period of ten (10) years.

RULE 35

Criminal Procedure

A. Inasmuch as the Court does not have a general duty or arraignment Judge, the Clerk shall assign criminal cases to a Judge at the earliest opportunity, i.e., upon the filing of a bind-over transcript or the filing of an Indictment or Information.

B. "Secret Indictments" returned by the grand jury are not public records; they shall be kept in the Clerk's safe, and shall not be entered in the index, until the defendant has been arrested or arraigned.

C. The Court uses the assigned counsel system rather than a public defender for indigent defendants, and attorneys desiring to be appointed as counsel in criminal cases shall make such fact known to the Judges.

D. Assigned Counsel shall file their Application for fees and expenses (original and 3 copies) with the Clerk no later than thirty (30) days after the date of their last legal services in the case. If counsel desires a file-stamped copy of the Application to be returned, an extra copy with a stamped self-addressed envelope must be provided. In the event a defendant is sentenced to an institution, and counsel intends to file a Motion for Judicial Release, the filing of the application for fees and expenses may be deferred until after the filing of and the ruling on such motion. In the event the Application for fees and expenses is not timely filed, and as a result thereof the County does not receive full reimbursement from the State Public Defender Commission, payment to counsel may be reduced in a like amount.

E. The Court may create a Specialized Docket for drug addicted and/or mentally ill defendants. The dockets will comply with the rules promulgated by the Supreme Court governing such dockets.

RULE 36

Civil Protection and Domestic Violence/ Dating Violence Orders

A. A Petition for a Civil Protection Order or Domestic Violence/ Dating Violence Order shall be notarized and comply with the requirements of the Ohio Revised Code. It shall contain therein the names, dates of birth and social security numbers of the Petitioner, Respondent, and family or household members for whom protection is sought. Where protection is sought for a minor child, the Petition shall be accompanied by a UCCJA form.

B. Petitioners not represented by counsel may obtain appropriate forms from the Clerk of Court. Forms may be filled out in longhand or typed.

C. The assignment commissioner must be contacted to arrange for an *ex parte* hearing. Such hearing will be scheduled as soon as it can be reasonably scheduled.

Rule 37

Extradition Proceedings

A. When any person is arrested in this jurisdiction pursuant to ORC Chapter 2963, the Prosecutor's office shall file with the Clerk of this Court a petition for a hearing on extradition. In accordance with Ohio Rules of Superintendence, and these Local Rules, the Clerk of Court shall assign a case number to each matter and assign each case to a judge using the individual assignment system.

B. Once the matter has been filed, the case shall be scheduled for hearing. Pursuant to Criminal Rules and the ORC, the court shall conduct the initial hearing, set bond when appropriate, and may accept a waiver of extradition. If extradition is not waived, the court shall set the case for hearing before the assigned judge.

C. The Clerk of Courts shall process all paperwork in these cases expeditiously by providing copies to the Sheriff's Department and Prosecutor's Office.

EFFECTIVE DATE: REPEAL

A. This is a complete revision of the Local Rules of this Court. These revised rules shall be effective April 1, 2016, and shall govern all proceedings and actions brought thereafter, including proceedings in actions then pending, except to the extent that their application in a particular action then pending would not be feasible, or would work an injustice, in which event the former procedure shall apply.
B. All former rules of this Court are repealed as of the foregoing revision date.
C. A copy of these rules shall be filed with the Supreme Court of Ohio, pursuant to Civil Rule 83(A), and will also be placed on the Sandusky County Web site (**www.sandusky-county.org**), under Elected Officials, Clerk of Courts.

APPROVED:

/s/ ***Judge Jon M. Ickes*** ***Judge Jeremiah S. Ray***

4/1/22 - Costs in cases shall be as follows:

DOMESTIC RELATIONS MATTERS

Dissolution of marriage	$350.00
Complaint for divorce, alimony, etc.	$400.00
Guardian ad litem (each party must deposit)	$400.00
Complaint for divorce by publication (includes publication deposit)	$650.00
Post judgment motions, etc.	$300.00
Cross complaint / Counterclaims	$150.00
Foreign Decree (flat fee)	$210.00

****NOTE: All past due court costs must be paid in full before new proceedings are commenced and new costs paid. Any refunds due will be applied to past due costs.**

CIVIL PROCEEDINGS

Cognovit	$300.00
Ordinary civil actions Credit card, banks, & assignees	**$350.00** $450.00
Any execution (subject to further deposits for Sheriffs fees)	$350.00
Garnishment, bank attachments (flat fee)	$150.00
Debtor's exam, proceedings in aid	$250.00
Cross complaint/ Counterclaims	$150.00
Certificate of judgment	$50.00
Foreign Judgment (flat fee)	$60.00
Issuance of certificate of judgment	**$5.00**
Foreclosures, services by publication (includes most publication fees for Sheriff sale) (publication fees for add' tl Sheriff sale)	$1,900.00 $1300.00
Writ of possession	$350.00
State of Ohio related releases on certificates of judgment (BWC, Dept. of Taxation, etc.)	$25.00
General releases on certificates of judgment	$5.00
Expungements	$100.00
Court of Appeals filings	$150.00
Qualifications for Employment	**$100.00**
Deposit for Jury fees *(due two weeks prior to trial date)*	$300.00

MISCELLANEOUS COSTS

Fax filings	$.25/p, g
Fax requested documents	$2 for 1st pg., $1 ea. add'tl pg.
Copies of filings (not certified)	$.10/pg.
Copies of filings (certified)	$1/document
At termination of case, clerk shall not bill for costs balance less than $5.00.	less than $5.00 or refund any

** posting alternatives for indigents in CivR 4.4(A)(2)

APPENDIX OF FORMS

Form A	Case Designation Sheet for Civil Cases
Form B	Case Designation Sheet for Domestic Relations Cases
Form C	Case Designation Sheet for Criminal Cases
Form D	Standard Order for Parenting Time (Visitation & Companionship)
Form E	Standard Order Medical Insurance Expenses & Child Support
Form F	CSEA Information sheet
Form G	Domestic G-1 Affidavit of Income, G-2 Affidavit of Property
Form H	Mutual Restraining Order---Domestic Cases
Form I	Public Access Guardian Ad Litem Reports, Motion & Order
Form J	Motion and Affidavit for Temporary Orders w/o hearing

CASE DESIGNATION SHEET – DOMESTIC RELATIONS

( ) Judge Ray
( ) Judge Ickes

Date of filing _____ **Case No.** ____ **DR** _____

_____ _____
Plaintiff Attorney

vs.

_____ _____
Defendant Attorney

CASE DESIGNATION

Complaint for	**Motion for**
___ Divorce-Legal Separation w/children (Must submit IV-D Application)	___ Change of Custody
___ Divorce-Legal Separation-Annulment w/o children	___ Support enforcement
___ Dissolution w/children (Must submit IV-D Application)	___ Visitation enforcement
___ Dissolution w/o children	___ All other _____
___ Civil Protection Order (CPO)	_____
___ Stalking Protection Order	___ Contempt _____
___ All other _____	_____

COURT APPEARANCES WITH RECORD MADE or JUDGE'S NOTES

Date	**Nature of proceeding**	**Court Room Tape No.**	**Judge**

(Use reverse side for additional entries)

CASE DESIGNATION SHEET – CIVIL

( ) Judge Ray
( ) Judge Ickes

Date of filing _____ **Case No.** ____ **CV** _____

_____ _____
Plaintiff Attorney

vs.

_____ _____
Defendant Attorney

CASE DESIGNATION

___ Professional tort
___ Product liability
___ Personal injury/all other torts
___ Workers' compensation
___ Foreclosure
___ Administrative appeal
___ All other civil

Was this case previously filed & dismissed, or does it relate to a pending case? ___ Yes ___ No. If yes, assign to same judge.

Does the case allege violation of Consumer Sales Act, pursuant to Chapter 1345, ORC? ___ Yes ___ No.

COURT APPEARANCES WITH RECORD MADE or JUDGE'S NOTES

Date	**Nature of proceeding**	**Court Room Tape No.**	**Judge**

(Use reverse side for additional entries)

CASE DESIGNATION SHEET – CRIMINAL

( ) Judge Ray
( ) Judge Ickes

Date of filing _____ **Case No.** ____ **CR** _____

STATE OF OHIO **Prosecuting Attorney**

vs.

_____ _____
Name of defendant **Attorney for defendant** (_) **Appointed** (_) **Retained**

_____ **This case is related to other cases now pending on**
Address of defendant **on the docket or presently being filed, to-wit:**
_____ **Case No(s).** _____
City, State & Zip **Assign to same Trial judge**

DOB: ___/___/_____ **Arresting Law Enforcement Agency:**
SSN: _____-____-_____
ITN: _____ _____

Indictment/Information for: State name of offense and Ohio Revised Code Section (List each count):

_____
_____
_____

COURT APPEARANCES WITH RECORD MADE or JUDGE'S NOTES

Date	Nature of proceeding	Court Room Tape No.	Judge

(Use reverse side for additional entries)

Standard Order – Parenting Time
Sandusky County Court of Common Pleas

A. GENERAL GUIDELINES

Parenting time may take place at any times and places that the parties may agree.

Parenting time does not include picking up the children and leaving with them with someone else while the visiting parent pursues their own recreation which excludes the children; children should not be taken into bars for an extended period of time and neither parent shall consume alcohol to excess during custody or parenting time. Violations shall be deemed to be cause for curtailment of parenting time and/or change of custody and/or subjecting the offending parent to contempt.

Parenting time is an opportunity for each parent to spend time with and be involved in the activities of the minor children. Parties should not involve their children in their disputes with each other, nor use them as a "messenger service." Parenting time should be a rewarding experience for both the children and the parent. Therefore, the Court encourages liberal parenting time arrangements.

Parties should feel free to modify the Standard Order by mutual agreement, or to make their own arrangements for parenting time which they feel are in the best interests of their children.

It is the duty of each parent to take all reasonable measures to make sure that the children go for the parenting time period.

Remember, your children make plans for parenting time the same as each of you make your own plans. Therefore, if something occurs which will interfere with parenting time, notify each other and your children as soon as possible.

B. PARENTING TIME SCHEDULE

If there is more than one (1) child, the hour of return shall be the hour for the youngest child. If a child is in a child care arrangement, the nonresidential parent may not pick up the child from the caretaker without the permission of the residential parent, preferably in writing. The nonresidential parent shall make sure that any homework is completed, if possible, before the child's return to the residential parent.

1. Ages 0 to 12 months:

For the children under 12 months, the Court must consider the prior relationship established between the parties and the child. Sufficient time must be allowed for establishing a bond between the parent and child(ren). Once the Court determines that the parental bond has been established, parenting time will be as follows: three (3) visits a week for two (2) hours, the times of which will be set to accommodate the work schedule for both parents.

If the parties cannot agree on the date/time of the visits, the visits shall take place on every Monday, Thursday, and Saturday from 6:00 p.m. to 8:00 p.m.

2. Ages 12 months to 24 months:

For the children between 12 months and 24 months, the Court must consider the prior relationship established between the parties and the child. Sufficient time must be allowed for establishing a bond between the parent and child(ren). Once the Court determines that the parental bond has been established, parenting time will be as follows: two (2) midweek visits for two and a half hours (2 ½) and one (1) overnight, the times of which will be set to accommodate the work schedule for both parents.

If the parties cannot agree on the date/time of the visits, the visits shall take place as follows:

a. Midweeks: Tuesday and Thursday from 6:00 p.m. to 8: 30 p.m.

b. Overnight: Friday at 7:00 p.m. to Saturday at 7:00 p.m.

3. Ages 24 months to 18 years old:

Under this Standard Order, parenting time shall be allowed, except for children under twenty-four (24) months of age, as follows:

a. Weekend Parenting Time: Every other weekend from Friday night at 7:00 p.m. to Sunday night at 7:00 p.m. Specific parenting time for a holiday, day of special meaning, or a vacation overrides weekend parenting time, but the alternating weekend schedule shall not change, even if interrupted and overridden by a holiday, day of special meaning, or vacation parenting time. Weekend time that is lost due to a holiday does not have to be made up.

b. Mid-week Parenting Time: In addition, the children shall spend a minimum of one (1) overnight per week, so long as the children get to school/are taken care of, if practical. If the parents cannot agree on the date/time, the overnight shall take place on Wednesday from 7:00 p.m. to Thursday at 7:00 p.m.

In the alternative, if the midweek overnight is not practical for the parents, then the parent shall have two (2) midweeks per week. If the parents cannot agree on the date/time, the two (2) midweeks shall take place on Tuesday and Thursday from 5:00 p.m. to 8:00 p.m.

c. Parenting Time on Days of Special Meaning:

i. Mother's and Father's Day: Mother's Day shall always be spent with the Mother and Father's Day shall always be spent with the Father, regardless of which parent is entitled to the weekend. If the parties cannot agree on times,

the times are 10:00 a.m. to 8:00 p.m. The child shall spend the remainder of the Mother's or Father's Day weekend with the parent who has regularly scheduled parenting time for that weekend.

ii. Child's Birthday: A child's birthday shall always be spent with the Mother in the even numbered years and shall always be spent with the Father in odd numbered years. However, the nonresidential parent shall provide one (1) weeks' notice of intent to exercise such birthday parenting time. If the parties cannot agree on a time, the time for such visitation shall be 10:00 a.m. to 8:00 p.m., for a child not in school on the birthday, and 5:00 p.m. to 8:00 p.m. for a child in school on their birthday. The other parent can celebrate on another date. The child's birthday is to be spent with the designated parent, even if the other parent is entitled to weekend, midweek, holiday, or vacation with the child. Brothers and sisters subject to the same visitation order shall also be made available to participate in any birthday parenting time, to also be allowed to enjoy the birthday with family.

d. Holiday Parenting Time: Unless otherwise agreed, holiday parenting times are as follows:

Holiday	Even Years	Odd Years	Time (unless otherwise agreed)
Martin Luther King, Jr. Day	Residential Parent	Nonresidential Parent	Sun. 7:00 p.m. - Mon. 7:00 p.m.
Spring Break	Nonresidential Parent	Residential Parent	10:00 a.m. on the day after school is released from Spring Break until 7:00 p.m. two days before school resumes
Easter	Nonresidential Parent	Residential Parent	Sun. 10:00 a.m. – Sun. 7:00 p.m.
Memorial Day Weekend	Residential Parent	Nonresidential Parent	Fri. 7:00 p.m. – Mon. 7:00 p.m.
July 4th Holiday	Nonresidential Parent	Residential Parent	7/3 at 7:00 p.m. – 7/5 at 7:00 p.m.
Labor Day Weekend	Residential Parent	Nonresidential Parent	Fri. 7:00 p.m. – Mon. 7:00 p.m.
Trick-or-Treat	Nonresidential Parent	Residential Parent	5:00 p.m. – 8:00 p.m. of the night Trick-or-Treat is scheduled in that parent's neighborhood

Thanksgiving	Residential Parent	Nonresidential Parent	Wed. 7:00 p.m. – Sun. 7:00 p.m.
1st Half of Winter Vacation, including Christmas Eve and New Years' Eve/Day	Residential Parent	Nonresidential Parent	7:00 p.m. on the day that school is out for Christmas vacation to 10:00 a.m. on Christmas Day
2nd Half of Winter Vacation, including Christmas Day	Nonresidential Parent	Residential Parent	10:00 a.m. on Christmas Day until 7:00 p.m. two days day before school resumes

e. Summer Vacation Parenting Time:

i. Length: Each parent shall have four (4) weeks of summer vacation parenting time. Vacation parenting time shall be exercised in a block of not less than one (1) week (seven days) or more than two (2) consecutive weeks at a time, and the nonresidential parent has the right to determine the duration of the block of vacation parenting time.

ii. When Exercised: With regard to any child of school age, the nonresidential parent's vacation parenting time shall be exercised between June 1st and the seventh day before commencement of the child's new school year, unless otherwise agreed by the parties or ordered by the Court. With regard to a child who is not of school age, vacation parenting time may be exercised any time of the year, except during holiday time allocated to each parent.

iii. Residential Parent Notification: So as to facilitate scheduling and minimize conflicts, the residential parent shall deliver to the nonresidential parent, in writing, and no later than March 1st of each year, all information (including schedules, if available) concerning potential summer activities for the parties' minor child. Scheduling of summer activities shall be discussed by the parties, which discussions shall consider the desires of the child, family traditions, work schedules of the parents and the child, etc.

iv. Nonresidential Parent Notification: The nonresidential parent shall, no later than April 1st of each year (or 60 days prior to the start of the vacation parenting time if the child is not in school), deliver to the residential parent, in writing, the dates he/she wishes to exercise vacation parenting time. This notice, and the notice of potential summer activities, shall be delivered by one party directly to the other, and shall not be sent through the child.

v. Priority of Parent's Schedules: The nonresidential parent's choice of vacation parenting time has priority over the residential parent's choice, unless the

residential parent's vacation is an annual mandatory shut-down of their place of employment, or unless the residential parent is required by an employer to give more than sixty (60) days' notice of intent to take a vacation and the nonresidential parent has no similar requirement.

vi. Summer School: Required summer school of a child does not bar or otherwise alter the parenting time schedule set forth herein. If the child must attend summer school during the nonresidential parent's parenting time, the nonresidential parent shall make sure that the child meets all attendance requirements for summer school.

vii. Contact Information: If either parent takes the child outside the county in which that parent resides, for a period of twenty-four (24) hours or more, that parent must provide the other parent with the destination, times of arrival and departure, method of travel, and a telephone number where the child can be reached in case of emergency.

viii. Residential Parent's Out-of-Town Vacation: The residential parent shall be entitled to take two (2) weeks out-of-town vacation per year which is uninterrupted by midweek or weekend parenting time. This vacation may be exercised in minimum increments of one (1) week. The residential parent shall not be required to make-up any missed weekend or midweek parenting time associated with his or her out-of-town vacation. The residential parent shall give forty-five (45) days advance notice of any out-of-town vacation time exercised under this provision.

ix. Resumption of Weekend Schedule: The alternating of weekends shall not be affected by intervening vacation parenting time periods of either parent, and the rotation shall continue as initially established, unless the parties agree otherwise.

x. Priority of Other Parenting Time Periods: Neither party shall schedule vacation with the child during the other parent's designated time for a holiday or day of special meaning.

C. MISCELLANEOUS PARENTING TIME ISSUES.

1. **Priority of Parenting Time Periods:** In the event of any conflict between parenting time allocated to each parent under this Rule, the following order of priority shall govern, with (a) being the highest priority and (d) being the lowest priority:

   a. Holidays and Days of Special Meaning;
   b. Vacation Time;
   c. Weekends; and
   d. Midweek Parenting Time.

2. **Cancellation of Parenting Time by Nonresidential Parent:** Except in case of emergency, the nonresidential parent shall give the residential parent 24-hours advance notice of any cancellation of parenting time. A parent who does not give timely notice of cancellation of parenting time forfeits that period of parenting time. Nothing in this provision prevents a nonresidential parent from scheduling make-up parenting time, when parenting time must be canceled by the nonresidential parent because of an emergency or other unforeseen circumstance.

3. **Keeping the Children Together:** All brothers and sisters subject to the same parenting time order shall participate in parenting time together, unless otherwise agreed by the parties, or unless one child is too ill to leave home for parenting time.

4. **Ending Parenting Time Early:** The nonresidential parent shall not return the child, prior to the end of the parenting time period, unless the parties agree in advance. The residential parent shall not attempt to terminate parenting time prematurely, without agreement, by arriving early to pick up the child.

5. **Transportation:** The nonresidential parent shall transport the child at the start of the parenting time period. The residential parent shall transport the child at the end of the parenting time period. A parent, if unavailable for the pick-up of the child, shall have a responsible adult, well known to the child, provide substitute transportation for the child. All child restraint laws must be complied with by any person driving the child. No person transporting the child may be under the influence of drugs or alcohol. Only licensed drivers shall drop off/pick up for parenting time.

6. **Promptness:** Each parent shall be prompt for pick-up of the child. Neither parent shall be more than thirty (30) minutes late to pick up the child. A nonresidential parent who is more than thirty (30) minutes late loses that particular parenting time period.

7. **Clothing and Personal Items:** The residential parent is responsible for providing sufficient appropriate clean clothing and personal items for every parenting time period. If the planned parenting time activities require special or unusual clothing needs, the nonresidential parent must notify the residential parent in advance. If the child does not own the type of clothing requested, the residential parent is under no obligation to comply with the request. All clothing sent by the residential parent MUST be returned immediately after the parenting time period, in good condition, reasonable wear and tear excepted.

8. **Child's Appearance:** Unless otherwise agreed, the residential parent shall have the right to determine the appearance of the minor children. Therefore, the nonresidential parent shall not make any change in the children's personal appearance, such as the changing of hair style, piercing of ears, etc., without the written consent of the residential parent.

9. **Child's Religion**: Unless otherwise agreed, the residential parent shall have the right to determine the religious preference of the minor children.

10. **Schoolwork:** A parent must provide time for any child to study and complete homework assignments, papers or other school assigned projects, even if the completion of this work interferes with a parent's plans with the child. If schoolwork is assigned by the school prior to the parenting time, the residential parent must inform the nonresidential parent of the school work to be done, so that it may be timely completed.

11. **Address and Telephone Numbers:** Unless the Court orders otherwise, each parent shall keep the other parent informed of his/her current address and telephone/cell phone/pager number, and an alternate telephone number in the event of an emergency. Absent an order of the Court, no parent shall put a block on his/her phone prohibiting the other parent from calling. Answering machines/voicemails for both parents are encouraged, in order to facilitate communication. If either parent takes the child outside the county in which that parent resides, for a period of twenty-four (24) hours or more, that parent must provide the other parent with the destination, times of arrival and departure, method of travel and a telephone number where the child can be reached in an emergency.

12. **Illness or Injury of a Child:** If a child is too ill to leave home for parenting time, the residential parent shall give the nonresidential parent notice of that fact at the earliest available time. The nonresidential parent shall be entitled to make-up parenting time with the child under the provisions in Paragraph 7 above. The residential parent shall keep the nonresidential parent informed of any health condition of the child which necessitates medication or treatment. The residential parent shall provide the nonresidential parent with any necessary prescription medication or treatment instructions prior to the start of the parenting time period.

13. **Communication between Parents:** Parents, whenever possible, shall communicate directly with one another concerning parenting time issues. In the event parents cannot communicate effectively with one another, the parents shall utilize alternative methods for communication such as: (1) communicating in writing only (text/e-mail); (2) engaging a third party to assist in their communications; or (3) seeking professional assistance, including but not limited to the Court's mediation services.

14. **Children's Activities**: Regardless of where the child is living, the child's participation in extracurricular activities, whether school-related or otherwise, shall not be interrupted because of parenting time. The parent who has possession of the child(ren) at the time of an activity shall transport the child to the activity, unless otherwise agreed by the parties, in advance of the parenting time period. Each parent shall fully inform the other parent of any organized activities of the child, in advance, complete with a schedule and the name and contact information for any activity leader, if available.

15. **Child's Records and Activities:** The residential parent shall provide copies of every grade card or notice regarding the children within five (5) days of receipt thereof, and may not use the children to deliver the grade cards or notices. The residential parent

must personally inform the other parent of school or special activities, such as parent teacher conferences, school programs, athletic events, honors programs, special ceremonies, school pictures, graduation events, and any other school activity in which the children are involved, as soon as such notices are received. Or, in the alternative, allow/give information to the non-residential parent to have access to online schooling records.

a. Name: The residential parent shall use the child's birth or adopted name only, on the child's records.

b. Records: The residential parent must list the nonresidential parent as the mother or the father of the child on all formal records of the child. The residential parent must also authorize the school to release to the nonresidential parent any and all information concerning the child, if such release is required for the nonresidential parent to obtain information concerning the child.

c. Access: The nonresidential parent shall have the same access to the same records, same school activities and any daycare center attended by the child, on the same basis as said records or access is legally to the residential parent, unless a restrictive order has been journalized by the Court.

16. **Telephone Calls:** Unless otherwise ordered by the Court, each parent shall be permitted regular telephone contact with the child. At a minimum, each parent has the right to talk with the child no less than twice a week for no more than one-half (1/2) hour during each contact. Phone calls should be made during the child's normal waking hours. If the child is unavailable for conversation, each parent shall require the child to timely return the call.

    In addition to any telephone calls received from a parent, a child is permitted and shall be encouraged to call a parent no less than twice a week. However, the decision to call shall ultimately be left to the child. The child's telephone privileges are not to be used by either parent to convey messages to the other parent. Parents shall not discipline a child by restricting telephone contact with the other parent.

17. **Noncompliance with Court Order:** The duties and rights of parents outlined in this schedule may be enforced by the Court upon the filing of the appropriate motion by either party. Under Ohio Law, a parent may not withhold parenting time because the other parent does not obey another Court order (for instance, to pay support, medical bills, etc.). A parent may seek enforcement of a periodic child support by contacting the Sandusky County Child Support Enforcement Agency. The failure of any party to obey a Court Order may subject the violating parent to Court-imposed sanctions or penalties, including fines, jail, payment of attorney fees and costs and other appropriate relief.

18. **Implementation of New Schedule:** This order constitutes the standard schedule of parenting time of this Court. The Court reserves the right to modify the parenting time schedule upon the filing of a motion by either party. The current version is intended to be prospective in application only. However, the Court, in addressing any motion for modification of parenting time, would generally adopt this schedule of parenting time, upon the request of either party, unless any party proves by a preponderance of the evidence that another schedule would serve the best interests of a child. If adoption of this schedule of parenting time expands the nonresidential parent's parenting time rights, a modification of parenting time standing alone shall not constitute sufficient evidence for a deviation of the nonresidential parent's child support obligation. Evidence of a specific monetary amount associated with the expanded parenting time is required for a deviation from child support computed pursuant to O.R.C. Section 3119.

19. **Attachment of Standard Order to Judgment Entries:** Anytime a Judgment Entry orders parenting time in accordance with this Rule, a copy of this Rule shall be attached to and incorporated into the Judgment Entry.

Standard Order – Parenting Time
Sandusky County Court of Common Pleas
Long Distance

If the parents live **more than one (1) hour apart one way**, alternative parenting time shall be allowed to the nonresidential parent as follows:

The Christmas holiday school vacation period, in alternating years, except that the first two days and the last two days of such vacation period shall be spent with the residential parent; or, in the alternative, the parents may agree to split such vacation period each year, with each parent having Christmas Day in alternating years.

The spring break school vacation period (if one exists), in alternating years from the Christmas holiday period, or, in the alternative, the parents may agree to split such vacation period.

One-half of the school summer vacation period each year, excluding any required summer school; however, the last week of such vacation period shall be spent with the residential parent. Summer vacation for pre-school age children shall be on a case-by-case basis. The non-residential parent shall give sixty (60) days advance written notice of the preferred dates.

The transportation costs shall be shared by the parents in the same ratio as their earnings or imputed earnings; however, the non-residential parent shall be responsible for making the necessary travel arrangements.

The children shall be allowed to communicate with the other parent, for a reasonable period of time, by the use of technology (telephone, SKYPE, facetime, etc.) at least once a week.

Additional parenting time, of a once-a-month weekend, beginning the third Friday of each month, unless agreed upon otherwise, shall be allowed, if the traveling time for the children does not exceed three hours one way from home to home. The residential parent must have at least one week's advance notice. The times shall be 7:00 p.m. on Friday, to 7:00 p.m. on Sunday, unless otherwise agreed.

Father's Day and Mother's Day may always be spent with the appropriate parent, if that parent chooses to spend the day with the children. At least two weeks advance notice to the residential parent is necessary to exercise this parenting time.

A non-residential parent who visits the residential parent's community is entitled to companionship with the children if the non-residential parent provides two days advance notice to the residential parent. The residential parent must permit the parenting time with the non-residential parent and the children outside the presence of the residential parent.

Frequent and regular parenting time is highly recommended for preschool aged children.

This extended schedule may not apply to newborns or very young children whose sense of time differs from an older child or an adult, and shall be individually addressed as needed.

The residential parent who visits the community where the non-residential parent lives, and brings the children, must give at least two days advance notice to the other parent, and must provide parenting time between the other parent and the children, outside the presence of the residential parent.

Parents are also expected to permit the children to visit grandparents or other family members who live in, or are traveling in, the vicinity.

Reasonable and timely communication and compromise is expected by both parents in a long distance visitation situation.

A. GUARDIAN AD LITEM

1. When appointed. Whenever the Court finds that it is necessary to appoint a Guardian ad litem and/or legal counsel to protect the interest of a child or whenever the Court is required to do so by statute.

2. Qualifications. A Guardian ad litem shall have the following qualifications:

a. Possession of law degree or graduate degree in psychology, psychiatry or social work;
b. Possession of a Certificate of Good Standing from the appropriate board or other licensing body;
c. The guardian ad litem must complete and maintain all education and training requirements pursuant to Superintendence Rules 48.04 and 48.05; and
d. Maintenance of appropriate malpractice insurance.

Individuals who meet these criteria and desire to be placed on the Court's guardian ad litem list must submit an application to the Administrative Judge for approval. All individuals on the list shall certify annually that they are unaware of any circumstances that would disqualify them from serving and shall report the training they have attended to comply with this rule. Any individual approved for inclusion in the list shall immediately notify, in writing, the Administrative Judge of any arrest, indictment or conviction, including pleas of guilty, for any criminal offense involving any action that resulted in a child being abused or neglected, or of a violation of R.C. 2919.25, or any sexually oriented offense involving a child; and shall immediately report all civil cases in which the individual is named a party, and any pending professional disciplinary actions. Any individual approved for inclusion in the list shall immediately notify, in writing, the Administrative Judge if the individual was named as a respondent in an action for a civil protection order or was charged with domestic violence.

3. How appointed. The Administrative Judge shall maintain a public list of approved guardian ad litems while maintaining individual privacy pursuant to Sup. R. 44 through 47. Sup. R. 48.07. When the assigned Judge wishes to appoint an Attorney or other qualified individual as a guardian ad litem. he/she shall identify the next qualified individual from the appropriate list for the appointment as the guardian ad litem. Where it is determined that unique circumstances exist, the assigned Judge may appoint any individual from the qualified guardian ad litem list.

4. Removal. A guardian ad litem may be removed from the appointment list established herein for the following reasons:

a. Refusal of three (3) cases in any twelve (12) month period without just cause.
b. Failure to meet the qualifications and/or responsibilities established in the above paragraphs herein.
c. In the interest of justice and for good cause shown.

5. Compensation. A Guardian ad litem shall be compensated at the rate of $150.00 per hour for all reasonable and necessary time expended.

At the time of the guardian ad litem's appointment, the Court shall order one or both of the parties to post a cash bond with the Clerk of Court, which bond shall not be less than $1,500.00. In the event the Court determines that the parties are unable to post such a bond, the Court may issue an order waiving or modifying this requirement. The bond shall be held as security for partial payment of the guardian ad litem fees.

Upon motion for guardian ad litem fees, the Court may conduct a hearing to determine if the fee sought by the guardian ad litem is reasonable and necessary. The Court may presume that each party will contribute equally to the fee for the guardian ad litem. That presumption may be rebutted by good cause. Any order for fees shall include a direction to the Clerk of Courts to release the bond to the guardian ad litem.

6. Periodic Review. The Administrative Judge or his/her designee shall annually review the Court's compliance with Sup. R. 48.07.

7. Conflicts. Where appropriate at the time of appointment, the Court may also appoint the guardian ad litem to be the child's legal counsel. In the event that a conflict arises, the guardian ad litem shall immediately comply with Sup. R. 48.03(B), so that the Court may promptly resolve the conflict by entering appropriate orders.

8. Duties. Unless specifically relieved by the Court, the duties of the guardian ad litem shall include, but are not limited to, the following:

a. Become informed about the facts of the case and contact all relevant persons;
b. Observe the child or children in the presence of each parent, foster parent, guardian or physical custodian;
c. Interview the child, if age and developmentally appropriate, where no parent, foster parent, guardian, or physical custodian is present;
d. Visit the child(ren) at the residence or proposed residence of the child(ren) in accordance with any standards established by the court;
e. Ascertain the wishes and concerns of the child(ren);
f. Interview the parties, foster parents, guardians, physical custodian, and other significant individuals who may have relevant knowledge regarding the issues of the case. The guardian ad litem may require each individual to be interviewed without the presence of others. Upon request of the individual, the attorney for the individual may be present;
g. Interview relevant school personnel, medical and mental health providers, child protective services workers, and court personnel and obtain copies of relevant records;
h. Review pleadings and other relevant court documents in the case;
i. Obtain and review relevant criminal, civil, educational, mental health, medical, and administrative records pertaining to the child and, if appropriate, the family of the child or other parties in the case;

j. Request that the court order psychological evaluations, mental health or substance abuse assessments, or other evaluations or tests of the parties as the guardian ad litem deems necessary or helpful to the court;
k. Review any necessary information and interview other persons as necessary to make an informed recommendation regarding the best interest of the child;
l. Interview each parent separately;
m. Meet with any evaluator assigned to the case;
n. Appear and participate in all pre-trials and any hearing for which the duties of the guardian ad litem or any issues substantially within a guardian ad litem's duties and scope or appointment are to be addressed;
o. In allocation of parental rights and responsibilities cases, a guardian ad litem shall provide a monthly statement of fees and expenses to all parties and to the Court. Sup. R. 48.03(H)(2).
p. Shall file an itemized statement and accounting with the Court and provide a copy to each party or other entity responsible for payment upon order of the Court or upon the conclusion of those responsibilities. Sup. R. 48.03(H)(3).
q. Prepare a written and final report that complies with the requirements of Sup. R. 48.06, file it with the Court seven (7) days before the dispositional hearing, and the report shall be provided to unrepresented parties and legal counsel, as required by Sup. R. 48.06(A)(2); and
r. Comply with all other provisions of Sup. R. 48, as amended, effective January 1, 2021.

9. General Provisions. All parties, legal counsel, and guardian ad litems are required to comply with Ohio Superintendence Rules 48 through 48.07.

MEDICAL & HEALTH CARE

Form E

NOTICE: The party responsible for providing medical insurance shall provide the above information to the Sandusky County CSEA within 30 days of the effective date of this Order if not available on the date of the hearing. If said information is not provided, cash medical support shall be charged in this case.

If no insurance is available to either party through a group health insurance plan, the parties shall share the cost of any uninsured medical expenses according to the percentages delineated on line 16 of the attached child support computation worksheet. Obligor shall be entitled to credit toward uninsured medical expenses for any amount of cash medical support paid pursuant to this Order during that calendar year. The party who is ordered to carry the child on medical insurance shall do all of the following:

A. Within 30 days of the effective date of this Order, provide the other party with any insurance cards, booklets, forms, documents and other necessary information to allow the other to make proper claims under the health insurance plan.

B. Provide a copy of this Court Order to the Insurer at the time of enrollment of the child on the health insurance plan.

C. Provide written proof to the Child Support Enforcement Agency that the above requirements have been completed.

1. If the person required to obtain private health care coverage for the child(ren) subject to this support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.94, which may result in the issuance of a notice requiring the new employer to take whatever

action is necessary to enroll the child(ren) in private health care insurance coverage provided by the new employer.

2. Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in R.C. section 3119.022 or 3119.023, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

3. Unless otherwise ordered by the court, the first $100.00 of uninsured medical expenses incurred per child per calendar year shall be borne by the custodial parent. Thereafter, all uninsured medical expense shall be prorated between the parents in the same ratio as their incomes as determined under the child support guidelines.

4. "Extraordinary medical expenses" are uninsured medical expenses incurred for a child during a calendar year that exceed $100.00 "Uninsured medical expenses" shall include not only expenses which are not covered under any applicable insurance policy, but also any deductible or co-payments that are required by the policy.

5. The phrase "medical expenses" shall include, but is not limited to, expenses incurred for the following types of services: hospital, physician; chiropractic; nursing; rehabilitation therapy; optical; dental; orthodontia; psychological and psychiatric; prescriptions.

6. In the event that an insurance plan limits health care providers to individuals or hospitals on a list, such as an HMO, the custodial parent shall make every effort to use health care providers from such a list. However in the event a custodial parent determines that under the circumstance, it is not possible to select a provider from the list, he/she shall give thirty (30) day advanced written notice to the other parent, except in emergency situations, in order that the other parent may attempt to make arrangements for a satisfactory health care provider who is acceptable under the plan they have.

7. The custodial parent shall notify the other parent in writing within thirty (30) days of the date medical expenses were incurred as to any expenses so incurred. Any "out of pocket" expenses shall be reimbursed by the other parent within thirty (30) days of receipt of the bill and he/she shall make arrangements to pay any "charged" expenses within thirty (30) days. If the custodial parent fails notify the other parent, and such delay results in the inability to use that parent's medical insurance for that expenses, then the non-custodial parent shall be relieved of responsibility for payment of that expense.

8. The custodial parent shall provide to the non-custodial parent thirty (30) days advance written notice of any proposed elective/non-emergency health care for a child. The non-custodial parent shall have the right to secure a "second opinion" regarding the necessity for such proposed elective health care and reasonableness of the estimated expense thereof.

9. The custodial parent, or the non-custodial parent during any periods of visitation, shall be primarily responsible for determining the necessity of emergency health care for a minor child while in their care.

10. This **Standard Order** shall apply not only to all new cases, but also to cases which are reopened in the future.

CHILD SUPPORT NOTICES

An agreement to pay arrearages on a weekly or monthly basis will not act to bar the Sandusky County Child Support Enforcement Agency from taking an income tax refund, employment related lump sum payment, or other such lump sum to apply on the arrearages and all remedies for enforcement will be available until all arrearages have been liquidated.

1. All child support and spousal support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate Court Order issued in accordance with O.R.C. §3121.03 or a withdrawal directive issued pursuant to O.R.C. §3121.03 and shall be forwarded to the Obligee in accordance with said code sections.

2. EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVERS LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. 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 AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO $1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, 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, DRIVERS 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.

3. **FURTHER NOTICE TO THE OBLIGOR AND OBLIGEE:** You must notify the CSEA in writing, 2511 Countryside Drive, Fremont, Ohio, 43420, concerning any of the following events within 10 days of their occurrence:

OBLIGOR

A. If you stop working for any reason, or your pay either increases or decreases;
B. If you start to receive unemployment benefits;
C. If you change jobs;
D. If you start to receive sick leave, disability benefits or workers compensation;
E. If you retain bank accounts;
F. If you retire;
G. If you receive a sum of money, from any source, over $150.

OBLIGEE

A. If you stop working for any reason, or your pay either increases or decreases;
B. If any of the following events happen which would require the termination of the child support order:

    a. He or she graduates from high school;
    b. He or she no longer resides with you;
    c. He or she marries;
    d. He or she enlists in the Armed Forces;
    e. He or she is adopted;
    f. He or she turns 19;
    g. He or she emancipates by Court Order or for any reason.

WILLFUL FAILURE BY EITHER OBLIGOR OR OBLIGEE TO SUPPLY THE INFORMATION REQUESTED ABOVE IS ALSO CONTEMPT OF COURT AND WILL BE PUNISHED ACCORDING TO LAW.

CSEA INFORMATION SHEET

Case No. ___ DR _____, Sandusky County Common Pleas Court

Parties	Plaintiff/petitioner	Defendant/petitioner
Name	_____	_____
Address	_____	_____
City, State & ZIP	_____	_____
Social Security No.	___-___-____	___-___-____
Date of birth	__/__/__	__/__/__

Employment

Name	_____	_____
Address	_____	_____
City, State & ZIP	_____	_____
Pay Period	Monthly Semi-monthly Bi-weekly Weekly	Monthly Semi-monthly Bi-weekly Weekly

Minor Children

Name	_____	_____
Address	_____	_____
City, State & ZIP	_____	_____
Social Security No.	___-___-____	___-___-____
Date of birth	__/__/__	__/__/__
Name	_____	_____
Address	_____	_____
City, State & ZIP	_____	_____
Social Security No.	___-___-____	___-___-____
Date of birth	__/__/__	__/__/__
Name	_____	_____
Address	_____	_____
City, State & ZIP	_____	_____
Social Security No.	___-___-____	___-___-____
Date of birth	__/__/__	__/__/__

If either party has **healthcare insurance** for the minor children through employment, or by virtue of a spouse's employment, such information shall be set forth on the reverse side hereof.

Dated: _____ Signature of party submitting form _____

Note: This form is to be delivered to the Clerk of Courts when the first Support Order is filed. The Clerk will forward this form to the CSEA with the Support Order; it is not a public record and it will **not** be filed in the case. The parties must promptly report any changes in the foregoing information to the CSEA.

IN THE COURT OF COMMON PLEAS
_____DIVISION
_____COUNTY, OHIO

_____
Plaintiff/Petitioner 1

vs./and

_____
Defendant/Petitioner 2

Case No. _____

Judge_____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. This affidavit is used to make complete disclosure of income, expenses, and money owed. It is used to determine child and spousal support. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If you need more space, add additional pages.**

AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES

Affidavit of _____

Date of marriage_____Date of separation _____

SECTION I – BASIC INFORMATION

Plaintiff/Petitioner 1	Defendant/Petitioner 2
Date of Birth _____	Date of Birth _____
Social Security Number _____	Social Security Number _____
Phone Number _____	Phone Number _____
Health: ☐ Good ☐ Fair ☐ Poor If health is not good, please explain:	Health: ☐ Good ☐ Fair ☐ Poor If health is not good, please explain:

Education: (*Check highest level achieved*) ☐ Grade School ☐ High School ☐ Associate ☐ Bachelor's ☐ Post Graduate	Education: (*Check highest level achieved*) ☐ Grade School ☐ High School ☐ Associate ☐ Bachelor's ☐ Post Graduate
Other Technical Certifications: Active Member of the U.S. Military ☐ Yes ☐ No	Other Technical Certifications: Active Member of the U.S. Military ☐ Yes ☐ No

SECTION II – INCOME

	Plaintiff/Petitioner 1	**Defendant/Petitioner 2**
Employed	☐ Yes ☐ No	☐ Yes ☐ No
Date of Employment	_____	_____
Name of Employer	_____	_____
Payroll Address	_____	_____
Payroll City, State, Zip	_____	_____
Scheduled Paychecks Per Year	12 ☐ 24 ☐ 26 ☐ 52	☐ 12 ☐ 24 ☐ 26 ☐ 52

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

	Plaintiff/Petitioner 1		Year	**Defendant/Petitioner 2**
Base yearly income	$_____	3 years ago —	20__	$ _____
	$_____	2 years ago —	20__	$ _____
	$_____	Last year —	20__	$ _____
Yearly overtime, commissions, and/or bonuses	$_____	3 years ago —	20__	$ _____
	$_____	2 years ago —	20__	$ _____
	$_____	Last year —	20__	$ _____

B. COMPUTATION OF CURRENT INCOME

	Plaintiff/Petitioner 1	**Defendant/Petitioner 2**
Base Yearly Income	$_____	$_____
Average yearly overtime, commissions, and/or bonuses over last 3 years (from part A)	$_____	$_____

Unemployment Compensation	$_____	$_____
Disability Benefits ☐ Workers' Compensation ☐ Social Security ☐ Other: _____	$_____	$_____
Retirement Benefits ☐ Social Security ☐ Other: _____	$_____	$_____
Spousal Support Received	$_____	$_____
Interest and dividend income (*source*) _____	$_____	$_____
Other income (*type and source*) _____	$_____	$_____
TOTAL YEARLY INCOME	**$** 0	**$** 0
Supplemental Security Income (SSI) or public assistance	$_____	$_____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	$_____	$_____

SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS

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

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above child(ren):
Plaintiff/Petitioner 1 has_____other minor biological or adopted child(ren).
Defendant/Petitioner 2 has_____other minor biological or adopted child(ren).
There is/are_____adult(s) in your household.

SECTION IV – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	$_____
Second mortgage/equity line of credit	$_____
Real estate taxes (if not included above)	$_____
Renter or homeowner's insurance (if not included above)	$_____
Homeowner or condominium association fee	$_____
Utilities	
° Electric	$_____
° Gas, fuel oil, propane	$_____
° Water and sewer	$_____
° Telephone and/or cell phone	$_____
° Trash collection	$_____
° Cable/satellite television	$_____
° Internet service	$_____
Cleaning	$_____
Lawn service and/or snow removal	$_____
Other: _____	$_____
_____	$_____
TOTAL MONTHLY:	**$** 0

B. OTHER MONTHLY LIVING EXPENSES

Food	
° Groceries (including food, paper, cleaning products, toiletries, and other)	$_____
° Restaurant	$_____
Transportation	
° Vehicle loan, lease	$_____
° Vehicle maintenance	$_____
° Gasoline	$_____
° Parking, public transportation	$_____
Clothing	
° Clothes (other than child(ren)'s)	$_____

° Dry cleaning and laundry	$_____
Personal grooming	
° Hair and nail care	$_____
° Other: _____	$_____
Other: _____	$_____
TOTAL MONTHLY:	$ 0

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

Work and/or education-related child care	$_____
Other child care	$_____
Extraordinary parenting time travel cost	$_____
School tuition	$_____
School lunches	$_____
School supplies	$_____
Extracurricular activities and lessons	$_____
Clothing	$_____
Child(ren)'s allowances	$_____
Special and extraordinary needs of child(ren) (not included elsewhere)	$_____
Other: _____	$_____
TOTAL MONTHLY:	$ 0

D. MONTHLY INSURANCE PREMIUMS

Life	$_____
Auto	$_____
Health	$_____
Disability	$_____
Other: _____	$_____
TOTAL MONTHLY:	$ 0

E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF

Mandatory work expenses (union dues, uniforms, or other)	$_____
Additional income taxes paid (not deducted from wages)	$_____

Tuition	$
Books, fees, and other	$
College loan	$
Other:	$
	$
TOTAL MONTHLY:	$ 0

F. MONTHLY HEALTH CARE EXPENSES
(not covered by insurance)

Physicians	$
Dentists and orthodontists	$
Optometrists and opticians	$
Prescriptions	$
Other:	$
TOTAL MONTHLY:	$ 0

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties]	$
Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties	$
Expenses paid for adult child(ren) or other dependent(s)	$
Spousal support paid to former spouse(s)	$
Subscriptions and books	$
Charitable contributions	$
Memberships (associations and clubs)	$
Travel and vacations	$
Pets	$
Gifts	$
Attorney fees	$
Other:	$
	$
TOTAL MONTHLY:	$ 0

H. MONTHLY INSTALLMENT PAYMENTS INCLUDING BANKRUPTCY PAYMENTS

(*Do not repeat expenses already listed.*)
Examples: car, credit card, rent-to-own, or cash advance payments

To whom paid	Purpose	Balance due	Monthly payment
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
		TOTAL MONTHLY:	$ 0

GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): $ 0

OATH OR AFFIRMATION

(*Do not sign until Notary Public is present*)

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

_____
Your Signature

STATE OF_____)
) SS
COUNTY OF_____)

Sworn to or affirmed before me by_____this_____day of_____, _____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

IN THE COURT OF COMMON PLEAS
_____ DIVISION
_____ COUNTY, OHIO

_____
Plaintiff/Petitioner 1

vs./and

_____
Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, THE PROPERTY AND DEBTS OF YOUR SPOUSE, AND ANY JOINT PROPERTY OR DEBTS. You must provide the most recent value for each asset and balance owed for each debt. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

AFFIDAVIT OF PROPERTY AND DEBT

Affidavit of _____

I. REAL ESTATE INTERESTS

Address	Present Fair Market Value	Titled To	Mortgage Balance	Equity
1. _____	$_____	_____	$_____	$ 0
2. _____	$_____	_____	$_____	$_____

TOTAL SECTION I: REAL ESTATE INTERESTS $ 0

II. OTHER ASSETS

Category	Description	Titled To	Value
A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, trailers, ATVs, snowmobiles, jet skis, etc.)		
1. _____	_____	_____	$ _____
2. _____	_____	_____	$ _____

	Category	Description	Titled To	Value
3.				$
4.				$
5.				$
6.				$

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

1.				$
2.				$
3.				$
4.				$

C. Pensions & Retirement Plans (Include profit-sharing, IRAs, 401(k) plans, etc. Describe each type of plan)

1.				$
2.				$
3.				$
4.				$

D. Publicly Held Stocks, Bonds, Securities & Mutual Funds (Name of company and number of shares)

1.				$
2.				$
3.				$
4.				$

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

III. SEPARATE PROPERTY CLAIMS

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

	Description		Why do you claim this as separate property?	Present Fair Market Value
1.	_____	_____	_____	$ _____
2.	_____	_____	_____	$ _____
3.	_____	_____	_____	$ _____
4.	_____		_____	$ _____
5.	_____	_____	_____	$ _____

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS: $ _____

IV. DEBT

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

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

	Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
3.	_____	_____	_____	$ _____	$ _____
4.	_____	_____	_____	$ _____	$ _____
5.	_____	_____	_____	$ _____	$ _____

TOTAL SECTION IV: DEBT $ _____

V. BANKRUPTCY

	Filed by	Date of Filing	Date of Discharge or Relief from Stay	Type of Case (Ch. 7, 11, 12, 13)	Current Monthly Payments
1.	_____	_____	_____	_____	$ _____
2.	_____	_____	_____	_____	$ _____

TOTAL SECTION V: BANKRUPTCY $ _____

OATH OR AFFIRMATION

(Do not sign until Notary Public is present)

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

_____
Your Signature

STATE OF_____)
) SS
COUNTY OF_____)

Sworn to or affirmed before me by_____this_____day of_____, _____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public
Commission Expiration Date: _____
(Affix seal here)

IN THE COURT OF COMMON PLEAS
_____ DIVISION
_____ COUNTY, OHIO

_____
Plaintiff/Petitioner 1

vs./and

_____
Defendant/Petitioner 2/Respondent

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. By law, this affidavit must be filed and served with any Complaint, Petition or Motion regarding the allocation of parental rights and responsibilities, parenting time, custody, or visitation. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))

Affidavit of _____

ONLY CHECK THE FOLLOWING BOX IF YOU BELIEVE THAT THE HEALTH, SAFETY, OR LIBERTY OF YOURSELF OR YOUR CHILD(REN) WOULD BE JEOPARDIZED BY THE DISCLOSURE OF YOUR ADDRESS OR IDENTIFYING INFORMATION. YOU ACKNOWLEDGE THAT THE COURT MAY CONDUCT A HEARING REGARDING THE BASIS FOR YOUR REQUEST.

☐ Pursuant to R.C. 3127.23(D), I allege that my health, safety, or liberty or that of my child(ren) would be jeopardized by the disclosure of identifying information to my spouse or the public. Therefore, I request that my address be placed under seal. I have marked the corresponding box next to each address I am requesting to be sealed.

1. (Number): _____ Minor child(ren) is/are subject to this case as follows:

Insert the information requested below for all minor or dependent children of the parties. You must list the residences for all places where the children have lived for the last **FIVE** years.

a. Child's name		**Place of birth**	**Date of birth**	**Sex ☐ M ☐ F**
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	☐			
_____ to _____	☐			
_____ to _____	☐			
_____ to _____	☐			

b. Child's name		Place of birth	Date of birth	Sex ☐ M ☐ F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	☐			
_____ to _____	☐			
_____ to _____	☐			
_____ to _____	☐			

c. Child's name		Place of birth	Date of birth	Sex ☐ M ☐ F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
_____ to present	☐			
_____ to _____	☐			
_____ to _____	☐			
_____ to _____	☐			

d. Additional children are listed on Attachment 1(d). (Provide requested information for additional children on an attachment labeled 1(d).)

2. **Participation in custody case(s): (*Check only one box*)**

☐ I **HAVE NOT** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

☐ I **HAVE** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

Explain: _____

_____

a. Name of each child: _____

b. Type of case: _____

c. Court and State: _____

d. Date and court order or judgment (if any): _____

3. **Information** about custody case(s): (***Check only one box***)

☐ I **HAVE NO INFORMATION** of any cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning any child subject to this case.

☐ I **HAVE THE FOLLOWING INFORMATION** concerning cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning a child subject to this case, other than listed in Paragraph 2.

Explain: _____

_____

a. Name of each child: _____

b. Type of case: _____

c. Court and State: _____

d. Date and court order or judgment (if any): _____

4. **Information about criminal convictions:**

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

5. **Persons not a party to this case: (*Check only one box*)**

☐ I **DO NOT KNOW OF ANY PERSON** not a party to this case who has physical custody claims to have custody or visitation rights with respect to any child subject to this case.

☐ I **KNOW THAT THE FOLLOWING NAMED PERSON(S)** not a party to this case has/have physical custody or claim(s) to has/have custody or visitation rights with respect to any child subject to this case.

a. Name/Address of Person: _____

☐ has physical custody ☐ claims custody rights ☐ claims visitation rights

Name of each child: _____

b. Name/Address of Person: _____

☐ has physical custody ☐ claims custody rights ☐ claims visitation rights

Name of each child: _____

c. Name/Address of Person: _____

☐ has physical custody ☐ claims custody rights ☐ claims visitation rights

Name of each child: _____

6. **I understand that I have a continuing duty to advise this Court of any custody, visitation, parenting time, divorce, dissolution of marriage, separation, neglect, abuse, dependency, guardianship, parentage, termination of parental rights, or protection order from domestic violence case concerning the children about whom information is obtained during this case.**

OATH OR AFFIRMATION

(*Do not sign until Notary Public is present*)

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

_____
Your Signature

STATE OF _____)
) SS
COUNTY OF _____)

Sworn to or affirmed before me by _____this _____day of _____,_____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

IN THE COURT OF COMMON PLEAS

_____ **DIVISION**

_____ **COUNTY, OHIO**

_____
Plaintiff/Petitioner 1

vs./and

_____
Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. **If more space is needed, add additional pages.**

HEALTH INSURANCE AFFIDAVIT

Affidavit of _____

	Plaintiff/Petitioner 1	**Defendant/Petitioner 2**
Is/are your child(ren) currently enrolled in a low-income program (i.e. Healthy Start/ Medicaid)?	☐ Yes ☐ No	☐ Yes ☐ No
Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?	☐ Yes ☐ No	☐ Yes ☐ No
Is/are your children enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?	☐ Yes ☐ No	☐ Yes ☐ No
Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?	☐ Yes ☐ No	☐ Yes ☐ No
If your child(ren) is/are not enrolled, do/does he/she/they have health insurance available through a group (employer or other organization)?	☐ Yes ☐ No	☐ Yes ☐ No
Does the available insurance cover primary care services within 30 miles of the children's home?	☐ Yes ☐ No	☐ Yes ☐ No
Under the available insurance, what is the annual premium you pay for family coverage?	$_____	$_____
Name of group (employer or organization) that provides health insurance	_____	_____
Address	_____	_____
	_____	_____
Phone Number	_____	_____

OATH OR AFFIRMATION

(Do not sign until Notary Public is present)

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

_____
Your Signature

STATE OF _____)
) **SS**
COUNTY OF _____)

Sworn to or affirmed before me by _____this _____day of _____,_____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

Form H

IN THE COURT OF COMMON PLEAS, SANDUSKY COUNTY, OHIO

_____ CASE NO. _____

PLAINTIFF, JUDGE _____

VS.

MUTUAL RESTRAINING ORDER

_____

DEFENDANT

IT IS ORDERED PURSUANT TO LOCAL RULE 15 (5.), EFFECTIVE ON THE DATE A COMPLAINT IS FILED, THAT EACH SPOUSE IS ENJOINED FROM COMMITTING ANY OF THE FOLLOWING ACTS;

1. Each party is restrained form concealing the exact whereabouts of the child(ren) born to or adopted by the parties; if any, or from removing, or causing to be removed, said child(ren) from the State of Ohio excepted by the signed written agreement of the parties or authorization from this Court.

2. Each party is restrained from changing the school enrollment of the parties, child(ren) except by a signed written agreement of the parties or authorization from this Court.

3. Each party, while in the presence of or near the minor child (ren) of the parties, is restrained from speaking ill of the other parent, or of other family members, or of persons living with a parent? Neither party shall permit others (specifically including extended family member, significant others, neighbors, co-workers, etc.) to speak ill of the other parent while in the child (ren)'s presence or near the child (ren), no matter how justified.

4. Each party, while in the presence of or near the minor child(ren), is restrained fro arguing with the other parent speaking loudly or disrespectfully to the other parent, making inappropriate gestures toward the other parent, or referring to the other parent in a derogatory manner, for any reason whatsoever no matter how justified.

5. Each party is restrained from directly or indirectly harassing, annoying, stalking, interfering with, harassing by telephone, assaulting, or doing bodily harm to the other party or the parties child(ren) at the residence, place of employment, or elsewhere.

6. Each party is restrained from incurring debt or credit in the name of the other spouse or in the parties' joint names, except for necessary food, housing, utilities, medical care, and necessary transportation, or allowing a lien or loan to be placed against their real or personal property.

7. Each party is restrained from selling, damaging, destroying, removing, encumbering, disposing of lessening the value of, or in some manner secreting the assets of the parties, or the assets of either party, including; but not limited to; real estate, household furniture and furnishings, personal items, and /or automobiles.

8. Each party is retrained form directly or indirectly changing beneficiaries, making loans on, terminating or otherwise closing out or reducing any pension plan, retirement account, or life insurance policy, including benefits and values, on the life of either party or the child(ren) thereof.

9. Each party is restrained from withdrawing, spending, encumbering, or disposing of funds deposited in any financial institution, including, but not limited to, investment accounts, bank accounts, money market, credit unions, pensions plans, certificates of deposit, savings bonds, tax refunds, cash value insurance policies and money (other than regular income), of either party or a child, Excluded from this paragraph are expenditures made for the current necessary living costs of the parties or their child(ren) and expenditures from any business account made for current ordinary and necessary business purposes, and nay expenditure required to be pursuance of the Order.

10. Each party is restrained from entering safety deposit boxes until further Order of the Court.

11. Each party is retrained from removing household goods and furniture from the marital residence without approval of the Court or other party.

12. Each party is restrained from interfering with the other party's use of the vehicle currently used primarily by the other party or the parties minor child(ren).

13. Each party is restrained from directly or indirectly causing the hospitalization and /or medical, dental, or any other insurance, including, but not limited to, automobile insurance previously in effect for the benefit of either party or the child(ren) thereof, to be terminated or lessened as to benefits or value.

14. Each party is restrained from voluntarily interrupting terminating or modifying the basic utility services to the marital residence. (Basic utility services are defined as gas or heating oil, electric, water and sewer, phone and trash).

15. Each party is restrained form claiming the child(ren) as dependent(s) in any income tax return without prior Court order or written consent of the other party. If any tax returns are required by law to be filed during the pendency of this case, the parties shall cooperate with one another with regard to the filling of such tax returns. Any tax returns filed during the pendency of this case shall be filed in the manner which results in the maximum total refund or minimum total liability for both parties, absent an agreement or Court Order providing otherwise.

Nothing in the above restraining order precludes a spouse from using their property to pay necessary and reasonable attorney fees, litigation and court costs is this action.

_____

JUDGE

WARNING

This is an official Court order. If you disobey any order of the Court, you may be found in contempt of Court, sentenced to jail, fined, and ordered to pay costs and attorney fees, in addition to any other legal remedy available to the spouse, child or other dependent affected. This Order is an effect until (1) the Court issues an order which modifies or terminates it; (2) a final judgment for divorce or legal separation is filed with the Clerk of Courts.

Form I

IN THE COURT OF COMMON PLEAS OF SANDUSKY COUNTY, OHIO

_____ CASE NO. _____

PLAINTIFF,

VS. GUARDIAN AD LITEM'S

_____ MOTION TO RESTICT PUBLIC ACCESS
R. Sup Courts 48(15) (D); R. Sup Courts 45(E)

DEFENDANT

Now comes the Guardian Ad Litem, in the above captioned matter, and in the best interests of the minor child, does hereby respectfully moves and recommends this Court restrict public access to this Report. AS GROUNDS, Ohio Rules of Superintendence for Courts, Rule 48(D)(15) provides that a Guardian ad Litem may recommend that the Court restrict access to the report or a portion of the report, after trial, to preserve the privacy, confidentiality, or safety of the parties or the person for whom the Guardian ad Litem was appointed in accordance with Rule 45 of the Rules of Superintendence.

Further, Ohio Rules of Superintendence for Court Rule 45(E)(2) requires that a court shall restrict public access to information in the case document or, if necessary, the entire document, if it finds by clear and convincing evidence that the presumption of allowing access is outweighed by the higher interest after considering; (a) Whether public policy is served by restricting public access; (b) State, federal or common law exemptions; and (c) Whether factors that support restriction exits, including risk of injury, individual privacy rights and interests, and fairness of the adjudicatory process.

In the matter at hand, this report contains very detailed and personal information, data, observations, and opinions relating to many aspects of the life and environments of a minor child, such information is and should be restricted, protected and confidential under _____ and public policy. Additionally, such information should be restricted to protect the privacy rights and interest of the minor child.

WHEREFORE this Guardian ad Litem hereby recommends this honorable court restrict public access to this entire document in accordance with Ohio Rules of Superintendence for Court Rules 45(E).

_____

Guardian Ad Litem

IN THE COMMON PLEAS COURT OF SANDUSKY COUNTY, OHIO

_____ CASE NO. _____

Plaintiff,

JUDGE _____

Vs.

ORDER
PUBLIC ACCESS RESTRICTED

_____

Defendant

This matter is before the court upon the motion of the Guardian ad Litem to restrict public access to its report.

Thereupon, the Court found the motion to restrict public access to be well taken and hereby grants the same.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that public access be restricted and that accesses to the Guardian ad Litem's report dated _____ shall be and HEREBY is limited to the parties in the instant case and their attorneys of record pursuant to Rules 45(E) and 48(D)(15) of the Ohio Rules of Superintendence.

IT IS SO ORDERED.

_____
JUDGE

IN THE COURT OF COMMON PLEAS
_____ DIVISION
_____ COUNTY, OHIO

_____
Plaintiff

vs.

_____
Defendant

Case No. _____

Judge _____

Magistrate _____

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

Instructions: Check local court rules to determine when this form must be filed. This form is used to request temporary orders in your divorce or legal separation case. After a party serves a Motion and Affidavit, the other party has 14 days to file a Counter Affidavit and serve it on the party who filed the Motion. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **If more space is needed, add additional pages.**

MOTION AND AFFIDAVIT OR COUNTER AFFIDAVIT FOR TEMPORARY ORDERS WITHOUT ORAL HEARING

Check one box below to show whether you are filing a (A) Motion and Affidavit or (B) Counter Affidavit.

☐ **(A) Motion and Affidavit**

_____ (name), the Movant, files this Motion and Affidavit under Civ.R. 75(N) and/or under R.C. 3109.043 to request the temporary orders checked here.

Check only those that apply.

_____ Residential parenting rights (custody)
_____ Parenting time (companionship or visitation)
_____ Child support
_____ Spousal support (if married)
_____ Payment of debts and/or expenses

THE OTHER PARTY HAS FOURTEEN (14) DAYS FROM THE DATE ON WHICH THIS MOTION IS SERVED TO FILE A COUNTER AFFIDAVIT AND SERVE IT UPON THE PARTY WHO FILED THE MOTION. (*See below*)

☐ **(B) Counter Affidavit**

Movant files this Counter Affidavit in response to a Motion and Affidavit.

Complete the following information, whether filing Motion and Affidavit or Counter Affidavit. (*Check all that apply*)

1. ☐ The parties are living separately.
   Date of separation is _____.
   ☐ The parties are living together.
   ☐ The parties have no minor children. (*Skip to number 6*)
   ☐ The parties have (a) minor child(ren) who was/were born from or adopted during this relationship. (*List child(ren) here*)

Name	Date of birth	Living with

   ☐ In addition to the above child(ren),
   Movant has _____ other biological or adopted minor child(ren).
   Other party has _____ other biological or adopted minor child(ren).
   There is/are _____ adult(s) in Movant's household.

2. Movant's child(ren) attend(s) school in:
   ☐ _____ public school district
   ☐ Other: (*Explain*) _____
   ☐ All children do not attend school in the same district. (*Explain*)
   _____
   _____

3. ☐ Movant requests to be named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*)
   _____
   _____

   ☐ Movant does not object to the other parent or party being named the temporary residential parent and/or legal custodian of the child(ren): (*Specify child(ren) if request is not for all child(ren)*)
   _____
   _____

4. ☐ Movant has reached an agreement regarding parenting time (companionship or visitation) with the other parent or party as follows:
   _____
   _____
   _____

☐ Movant wishes to exercise the following parenting time (companionship or visitation):

_____

_____

_____

☐ Movant wishes for the other parent or party to exercise the following parenting time (companionship or visitation):

_____

_____

_____

☐ Movant requests that the other parent or party's parenting time (companionship or visitation) be supervised: (*Explain the reason for request.*)

_____

_____

_____

Name of an appropriate supervisor _____

5. ☐ A Court or agency has made a child support order concerning the child(ren).

Name of Court/Agency _____

Date of Order _____

SETS No. _____

6. Movant requests the Court to order the other parent or party to pay:

☐ $_____ child support per month

☐ $_____ spousal support per month (only if married)

☐ $_____ attorney fees, expert fees, Court costs

☐ The following debts and/or expenses:

_____

_____

☐ Other: _____

_____

_____

7. ☐ Movant is willing to attend mediation.

☐ Movant is not willing to attend mediation.

8. ☐ Movant requests the following Court services. (*See local rules of Court for available services.*)

_____

_____

State specific reasons why Court services are required.

_____

_____

_____
Attorney or Self Represented Party Signature

_____
Printed Name

_____
Address

_____
City, State, Zip

_____
Phone Number

_____
Fax Number

_____
E-mail

_____
Supreme Court Reg No. (if any)

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

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

_____
Signature

STATE OF _____)
) SS
COUNTY OF _____)

Sworn to or affirmed before me by _____this _____day of _____, _____.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Commission Expiration Date:_____

(Affix seal here)

NOTICE OF HEARING

(*Check with local Court to obtain a hearing date and time and for scheduling procedure*)

You are hereby given notice that this Motion for Temporary Orders will come before the Court for consideration on Affidavits only, without oral testimony, before Judge/Magistrate _____, at _____ a.m./p.m. on _____, 20_____.

CERTIFICATE OF SERVICE

(*Check the boxes that apply*)

I delivered a copy of the: ☐ Motion and Affidavit or ☐ Counter Affidavit

On: (Date) _____ , 20 _____

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

_____

At: (Print address or fax number) _____

_____

By:

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

_____
Signature

2021 SEP 24 PM 1:23
CLERK

IN THE COURT OF COMMON PLEAS OF SANDUSKY COUNTY

Misc. Journal

September 24, 2021

In the matter of the Local Rules of Court

The Court herein ORDERS that the *revised* Standard Order – Parenting Time and Guardian Ad Litem rules contained in the Court's Local Rules filed with the Clerk of Courts this day be adopted for the Courts of Common Pleas of Sandusky County from this day forward.

Judge Jeremiah S. Ray

Judge Jon M. Ickes

2022 APR -1 PM 1:27

IN THE COURT OF COMMON PLEAS OF SANDUSKY COUNTY

Misc. Journal

In the matter of the Local Rule of Court

March 31, 2022

Due to recent statutory changes the court hereby approves a new filing fee for the deposit on civil foreclosures. The amount of deposit shall be $1,900.00.

Judge Jeremiah S. Ray

Judge Jon M. Ickes

HM

SANDUSKY COUNTY
COMMON PLEAS COURT
FILED

AUG 10 2022

CHRIS SCHNEIDER
CLERK

IN THE COMMON PLEAS COURT OF SANDUSKY COUNTY, OHIO

Misc. Journal

August 5, 2022

In the matter of the Local Rule of Court

The Court herein ORDERS that the *revised* Civil Protection and Domestic Violence / Dating Violence Orders contained in the Court's Local Rules filed with the Clerk of Courts this day be adopted for the Courts of Common Pleas of Sandusky County from this day forward.

Judge Jeremiah S. Ray

Judge Jon M. Ickes