

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

ALLISON HORNER

Plaintiff,

v.

WILLIAM EASTON HORNER

Defendant.

ORIGINAL
COURT USE ONLY

NOV 18 2021

CUYAHOGA COUNTY
CLERK OF COURTS

Case NO. DR 20 382383

JUDGE TONYA R. JONES

JUDGMENT ENTRY OF DIVORCE

(With Children)

(No Separation/ In-Court Agreement Attached)

This cause came on for hearing on November 18, 2021 and was duly heard before the Honorable Tonya R. Jones, Judge of the Domestic Relations Division of the Court of Common Pleas upon the:

Complaint of Plaintiff, pleadings and the evidence; Defendant, although duly served with process, according to law, and filing an Answer having effectively withdrawn as a participant by his own pleading.

Present at the hearing were: Allison Horner, Plaintiff;
Robert A. Marcis, II; Counsel for Plaintiff
Catherine Stark, witness called by Plaintiff

Defendant did not appear at final hearing, despite being duly served with Notice of said final hearing.

The Court finds that on several occasions Defendant by pleading and/or other written means informed the Court that Defendant would NOT appear nor participate in the final hearing on this matter. The Court further finds that Defendant, after informing the Court of his intention not to participate in these proceedings, failed to appear at several pretrials, the settlement conference, as well as the final pretrial of this matter, all of which were conducted by ZOOM and all which proper Notice of such was provided to Defendant.

The Court finds that Plaintiff was a resident of the State of Ohio for more than six (6) months immediately preceding the filing of the Complaint and that venue is proper in this county. The Court further finds that it has personal jurisdiction over Defendant. The Court further finds that all service and notice provisions have been satisfied according to law.

The Court finds that:

Neither Plaintiff nor Defendant is in the military service of the United States.

The parties were married as alleged and there are two (2) minor children of the marriage, to wit:

Full name and Date of Birth of each child:

[REDACTED] Horner (DOB: [REDACTED])
[REDACTED] Horner (DOB: [REDACTED])

The Court further finds that upon the evidence before the Court, including the testimony of witness(es) that Plaintiff has have established the cause of incompatibility and by reason thereof Plaintiff is entitled to a divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby granted a divorce from Defendant and that the marriage contract heretofore existing between the parties is hereby dissolved. Each party shall hereinafter live separate and apart from the other and shall not interfere with the other's right to quiet enjoyment and peaceful living. Neither party shall molest, harass, disturb and or annoy the other in any manner, directly or indirectly, at home, place of employment or anywhere else.

DIVISION OF PROPERTY

The Court finds that the duration of the marriage is from August 20, 2011 until August 14, 2020.

Real Property

The Court finds that neither party has an ownership or leasehold interest in any real property.

Other Property and Debt

Upon the uncontested evidence before the Court, the Court finds the following:

On or about August 14, 2020, Defendant Husband permanently vacated the residence where the parties were residing. At such time, the parties divided marital funds from the parties' joint check account equally with each party retaining $\frac{1}{2}$ of said marital funds and depositing such into their own individual accounts (Wife - \$[REDACTED] and Husband -- \$[REDACTED]). Prior to the closing of the parties' joint accounts, Husband removed Wife's paycheck deposit and kept such funds for himself in the amount of \$1,205.58. All joint accounts were subsequently closed.

The parties received a 2019 State Tax Refund in the amount of \$1,707.00. Per this Court's order during a January 7, 2021 zoom pretrial, these funds were properly deposited into the IOLTA account of Plaintiff's counsel. The entire amount (\$1,707.00) has remained in Plaintiff's counsel's IOLTA account throughout the litigation of this matter, pending allocation of such funds by this Court.

The parties are due a 2019 Federal Tax Refund in the amount of \$6,931.00. The funds or refund check, although allegedly issued by the IRS, has not been received by Plaintiff. Plaintiff is taking measures with the IRS to determine the status of said funds, whether said funds have been deposited by another party and/or to determine what steps are required to release said funds. Initial efforts to discover the whereabouts of the return require Defendant's participation. Defendant has refused to participate.

Plaintiff has further attempted to refile the parties' 2019 tax return due to clerical errors by the accountant handling the parties' taxes. Defendant's signature is again needed. Defendant has refused to participate. Any refund due has not been issued as of yet by the IRS. It is anticipated the refund including the original refund would then total \$7,832.00 and that interest may be awarded as well.

The parties have filed separately for the tax year 2020.

The parties own several [REDACTED] Life Insurance Policies on the parties' lives ([REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]; [REDACTED] Vantage Term, Policy Number [REDACTED]; [REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]; [REDACTED] Vantage

Term, Policy Number [REDACTED]) and on the minor child [REDACTED] Horner's life ([REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]).

At the time of the parties' separation, Husband had in his possession a Hyundai Veloster automobile; Wife had and still has in her possession a Hyundai Elantra.

The parties previously identified certain personal property remaining at the residence where Plaintiff resides as Defendant's property. Said agreed to items are listed on Exhibit B attached hereto and incorporated herein. By agreement of the parties set forth by Court Order, said property was to be picked up by Defendant (through his agent(s)) on April 26, 2021. Defendant failed to pick up or otherwise remove his designated property as ordered by the Court on April 26, 2021.

Husband has not contributed any financial support to Wife and the minor children since vacating the martial residence on or about August 14, 2020.

Husband, through his counsel, agreed to limited visitation with his children by Zoom calls only. Subsequently, Husband, pro se, informed the Court that he would not participate in the Family Evaluation Services investigations and such investigations were terminated. Husband, pro se, further indicated to the Court at a pretrial of this matter that he no longer wanted to participate in Zoom "visitation" with his children.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby awarded the following items of personal property, free and clear from any claim by Defendant, free to retain or dispose of, subject to any indebtedness which the Plaintiff shall pay and from which the Plaintiff shall hold the Defendant harmless:

ITEM

Hyundai Elantra

All individual bank or financial account(s) in Plaintiff's name;

Any and all tax-related stimulus money;

All of her clothing, jewelry, personal items and all other property that remains at her place of residence that is not identified as Defendant's on Exhibit B attached hereto or otherwise allocated to Defendant herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall retain her exclusive ownership, irrevocably, and free and clear of any claim of Defendant in the following [REDACTED] Life Insurance Policies on Plaintiff's life:

[REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]
[REDACTED] Vantage Term, Policy Number [REDACTED]

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby awarded exclusive ownership, irrevocably, and free and clear of any claim of Defendant in the following Mass Mutual Life Insurance Policies:

[REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]
[REDACTED] Whole Life Legacy Hecv, Policy Number [REDACTED]
[REDACTED] Vantage Term, Policy Number [REDACTED]

The change in ownership of said policies as identified supra to Plaintiff shall be irrevocable and this Order shall serve the place of any signature of previous owner(s) of said policies as may be required

by any [REDACTED] change of ownership documentation to transfer ownership as ordered herein to Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is hereby awarded the following items of personal property, free and clear from any claim by Plaintiff, free to retain or dispose of, subject to any indebtedness which the Defendant shall pay and from which the Defendant shall hold the Plaintiff harmless:

ITEM

Hyundai Veloster

All individual bank accounts in Defendant's name;

All of his clothing, jewelry and personal items currently in his possession;

All property designated by the parties' as his on Exhibit B, subject to the provisions set forth herein regarding the retrieval and/or removal of Defendant's property discussed below.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall have until January 19, 2021 to remove his personal property from the garage at Plaintiff's residence identified on Exhibit B. The removal of such property shall take place in the following manner:

Defendant shall give 10 days' notice to Plaintiff's counsel of the day that Defendant intends to remove his personal property. Defendant shall designate an agent or agents who will remove said property and said agents will make further arrangements with Plaintiff's counsel to access the garage on the premises where Defendant's property is stored. Defendant shall not be a participant in the removal of property and shall not set foot on the premises of the home where the property is being stored at any time. On the date chosen, Defendant's agent(s) shall be permitted to remove only those items listed on Exhibit B during the hours of 9am until 4pm, but shall keep Plaintiff's counsel informed of actual time being used to complete the removal. Defendant's agents shall not damage the garage or premises and shall not attempt to enter the home on the premises during their move. Defendant to be responsible for any damages caused to the home, garage or premises by his agents. If Defendant does not give proper 10 day's notice by January 9, 2021 (and subsequently does not remove his personal property by January 19, 2021), ownership of the property listed on Exhibit B shall revert to Plaintiff and at that time Plaintiff shall be entitled to retain, sell and/or otherwise dispose of said property free and clear of any claim of Defendant.

Debt

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall pay and hold Defendant harmless on the following marital debts: any debt and/or credit card in Plaintiff's name; any and all liability or expense related to the Hyundai Elantra.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall pay and hold Plaintiff harmless on the following marital debts: and debt and/or credit card in Defendant's name or by any entity created, owned or managed by Defendant; any and all liability or expense related to the Hyundai Veloster.

Tax Refunds/Liabilities/Filings

As part of the division of the parties' property in this matter, the Court allocates the following property to Plaintiff, free and clear of any claim of Defendant:

The parties' 2019 State Tax Refund in the Amount (\$1,707.00);
The parties' 2019 Federal Tax Refund (including the Amended filing) (\$7,832.00), plus any interest payment awarded by the IRS in connection with these Refund(s).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's counsel shall disburse from his IOLTA account, the State Tax Refund in the amount of \$1,707.00 to Plaintiff Allison Horner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall be entitled to the 2019 tax refunds totaling \$7,832.00 plus any interest payment awarded by the IRS, free and clear of any claim of Defendant, if and when said funds are issued. Any funds from said return previously deposited or issued to anyone other than Plaintiff shall be immediately paid to Plaintiff in full.

The Court finds the parties have filed separately for the tax year 2020.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that each party shall pay their own respective taxes and penalties, if applicable, and each party shall receive and be the sole and separate owner of their respective tax refunds, if any for the tax year 2020.

Retirement Assets

The Court finds that neither Plaintiff nor Defendant has retirement assets earned during the marriage.

Equal/Equitable Property Division

The Court finds that the above division of property, though not equal, is equitable for the following reasons: After the parties separated, Defendant without mutual agreement, removed Plaintiff's paycheck from the parties' joint bank account; Defendant has failed to provide any financial support to Plaintiff and/or the minor children of the marriage; Plaintiff has been designated as the sole residential and legal custodian of the minor children; Defendant is in arrears on the temporary child support and cash medical support order; Defendant alleged in open court he cannot maintain employment at the present time due to his health leaving Plaintiff to provide for the children entirely on her own; Defendant has been designated as the child support obligee and insurance on his life is needed to insure said payment obligation of child support.

SPOUSAL SUPPORT

The Court finds, upon considering the factors set forth in Ohio Revised Code §3105.18(C)(1), as well as the division of property set forth herein, that spousal support is neither appropriate nor reasonable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that neither party shall pay spousal support to the other party. The Court shall not retain jurisdiction to modify this order.

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

The Court shall not modify and/or enforce parenting orders on behalf of any parent who has not completed a court-approved parenting education program.

Sole Residential Parent and Legal Custodian

The Court finds that it is in the best interest of the minor children that Plaintiff be designated residential parent and legal custodian. In determining the best interest of the children in allocating parental rights and responsibilities, the Court has considered all relevant factors, including but not limited to, the factors set forth in Ohio Revised Code §3109.04(F).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that parental rights and responsibilities are allocated solely to Plaintiff who is hereby designated the residential parent and legal custodian of the minor children. Defendant shall not be allocated any visitation and/or contact with the minor children until such time as Defendant petitions the Court; Defendant complies with all Court requests upon said petition, including but not limited to: any and all court orders to participate with Family Evaluation Services (FES); and Defendant has provided the Court and/or FES sufficient evidence to demonstrate that Defendant is mentally and physically fit to have visitation and/or contact with the minor children.

Residential Addresses of Parents

The residence address of each parent is:

Plaintiff: [REDACTED]
Defendant: 2551 Indian Trail Morristown, TN 37814

Notice of Intent to Relocate

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each parent shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the relocating parent cannot satisfy the 60-day requirement. A copy of any such notice filed with the Court shall be sent to the non-relocating party unless the box below is checked.

Pursuant to a determination made under Ohio Revised Code §3109.051(G)(1) and subject to further order of the Court, Defendant shall not be sent a copy of any relocation filed with the Court.

FEDERAL INCOME TAX

The Court finds upon considering Ohio Revised Code §3119.82, the parent(s) set forth below is/are entitled to claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following person(s) shall claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes:

Plaintiff Allison Horner

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall take whatever action is necessary, pursuant to the Internal Revenue Code to enable the parent who has been awarded the right to claim the children for federal income tax purposes in accordance with this order. Failure of a party to comply with the order may be considered contempt of court.

PRIVATE EDUCATION AND OTHER EXPENSES

Plaintiff shall pay the following expenses on behalf of the children: **all school related expenses, extra-curriculars/sports-related expenses (fees, equipment, etc.)**

Defendant shall pay the following expenses on behalf of the children:

CHILD(REN)'S HEALTH CARE

Extraordinary Medical Expenses

The Court finds that pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff pay **71%** and the Defendant pay **29%** of the extraordinary medical expenses of the child(ren).

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year, including orthodontia, dental, optical and psychological services.

Cash medical support means an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs for the children of the order. Each parent's annual cash medical support obligation is found on Line 23b of the Sole/Shared Parenting Child Support Computation Worksheet and the Split Parenting Child Support Computation Worksheet.

The parent who receives a medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.

The following parent shall be reimbursed by the health plan administrator(s) for covered out-of-pocket medical, optical, hospital, dental or prescription expenses paid for the child(ren) subject to this order:

Name of party Allison Horner
Address [REDACTED]
Telephone number _____

Private Health Insurance

The Court finds that Plaintiff has private health insurance available to cover the child(ren) through a group policy, contract or plan, which is accessible because:

Primary care services are within 30 miles of the child's residence.

The Court further finds that the cost (*total out-of-pocket cost for family coverage*) of the private health insurance available to Plaintiff **does not exceed** that parent's Health Insurance Maximum.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor until further order of Court for the following reasons:

The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).

Should health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent of the cancellation.

CHILD SUPPORT AND CASH MEDICAL SUPPORT

The Court finds that, for purposes of this order Defendant is the child support obligor (pays support) and Plaintiff is the child support obligee (receives support).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (receives support):

Name: Allison Horner
Social Security Number: [REDACTED]
(fill in last four digits)

SUPPORT OBLIGOR (pays support):

Name: William Easton Horner
Social Security Number: [REDACTED]
(fill in last four digits)
Date of Birth: 9/13/1986

The worksheet used to compute child support and cash medical support under Ohio Revised Code §3119.022 or §3119.023 is attached hereto as Exhibit A.

Temporary Support Order(s) Only

The Court finds that the parties have a temporary support order for child support and cash medical support, dated June 1, 2021 (adopting the child support and cash medical support ordered on February 8, 2021) that requires:

Defendant to pay child support in the amount of:
\$176.67 per month (\$88.33 per month per child) as child support plus
\$20.04 per month (\$10.02 per month per child) as cash medical support, plus
25.00 per month for arrearages,
For a total of 221.71 per month plus 2% processing charge.

The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage or overpayment accrued under the temporary court order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the temporary order regarding the payment of child support and cash medical support issued as provided in the Order for Temporary Support, dated June 1, 2021 is hereby adopted, and any arrearage or overpayment accrued under the said order is hereby preserved.

Child Support Deviation

The Court finds that the annual child support obligation, as determined by the applicable worksheet, is \$ _____ (Line 22, *Sole/Shared Parenting Child Support Computation Worksheet* or Line 22, *Split Parenting Child Support Computation Worksheet*). The annual cash medical support obligation amount, as determined by the applicable worksheet, is \$225.99 (Line 23b, *Sole Shared Parenting Child Support Computation Worksheet* or Line 23b, *Split Parenting Child Support Computation Worksheet*).

Overnight Parenting Time

☐ The Court finds pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

☐ exceeds 90 overnights but is not more than 146 overnights (___ overnights).

☐ A deviation is *not* granted.

☐ The annual obligation would be unjust and inappropriate, and therefore, not in the best interest of the minor children. A deviation is granted for the following reasons:

-OR-

☐ is equal to or exceeds 147 overnights (___ overnights). A deviation is ☐ granted ☐ not granted for the following reasons:

Other Deviation Factors

☐ The Court finds that pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and therefore not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

☐ Special and unusual needs of the child or children, including needs arising from the physical or psychological condition of the child or children

☐ Other court ordered payments

☐ Extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child or children for parenting time

☐ Financial resources and the earning ability of the child or children

☐ Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

- ☐ Obligee's income, if the obligee's annual income is equal to or less than one hundred per cent of the federal poverty level
- ☐ Benefits either parent receives from remarriage or sharing living expenses with another person
- ☐ Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents
- ☐ Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing
- ☐ Extraordinary work-related expenses incurred by either parent
- ☐ Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married
- ☐ Educational opportunities that would have been available to the child had the circumstances requiring a child support order not arisen
- ☐ The responsibility of each parent for the support of others, including support of a child or children with disabilities who are not subject to the support order
- ☐ Post-secondary educational expenses paid for by a parent for the parent's own child or children, regardless of whether the child or children are emancipated
- ☐ Costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases
- ☐ Extraordinary child care costs required for the child or children that exceed the maximum state-wide average cost estimate provided in division (O)(1)(d) of section 3119.05 of the Revised Code including extraordinary costs associated with caring for a child or children with specified physical, psychological, or education needs
- ☐ Other relevant factors *(specify)*: _____
- ☐ Extraordinary circumstances associated with shared parenting *(Only if Shared Parenting is ordered - check all that apply)*:
- ☐ Ability of each parent to maintain adequate housing for the children
 - ☐ Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other expenses the court considers relevant
 - ☐ Any other circumstances the court considers relevant *(specify)*: _____

☐ The child support order deviates ☐ downward ☐ upward from the annual obligation by ☐ \$ _____ or ☐ ____%.

☒ The cash medical support order deviates ☐ downward ☒ upward from the annual obligation by ☒ \$14.52 or ☐ ____%.

Monthly Child/Cash Medical Support Obligation

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the child support obligor shall pay child support and cash medical support to the child support obligee, and/or his/her assignee(s), for the minor child(ren) named above in the following sum:

\$176.67 per month (\$88.33 per month per child) as child support plus
\$20.04 per month (\$ 10.02 per month per child) as cash medical support,
for a total of \$196.71 per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order for child support and cash medical support is effective November 18, 2021.

Duration and Termination of Child/Cash Medical Support

The duty of support shall continue until further order of Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the CJFS-OCSS of any reason for which the child support order should terminate, including but not limited to the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation or change of legal custody. A willful failure to notify the CJFS-OCSS is contempt of court.

Temporary Support Arrearage/Overpayment

The Court finds that as of November 17, 2021 the temporary support arrearage is \$2,275.35. This sum includes all sums ordered under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall pay an additional \$ 25.00 per month toward the existing temporary support arrearage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any claims of CCJFS-OCSS for any assigned temporary support arrearage or unpaid processing charges are hereby preserved.

Monthly Payment of Support

The support obligor shall pay \$221.71 per month, plus 2% processing charge. This amount includes all applicable child support, spousal support, cash medical support, and payment toward arrearage.

All support under this order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the CJFS-OCSS does not affect the frequency or the amount of the support payments to be made under the order.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Any payments not made through OCSPC shall not be considered as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash payments to OCSPC may be made at the Cuyahoga County Treasurer, Cashier's Department, Cuyahoga County Administrative Headquarters, 2079 East 9th Street - 1st Floor, Cleveland, Ohio 44115. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.

Method to Secure Support Payments

The Court finds that the support obligor has no attachable income and has no assets to post a bond.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall seek employment, if able to engage in employment, and shall immediately notify the CJFS-OCSS, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

NOTICES AND GENERAL INFORMATION

The health insurance obligor(s) shall provide private health insurance and shall designate the child(ren) subject to this order as (a) covered dependent(s) under the private health insurance policy, contract or plan.

The parent(s) ordered to provide private health insurance for the child(ren), pursuant to Ohio Revised Code §3119.30, shall no later than 30 days after the issuance of the order supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

The health plan administrator(s) of the health insurance obligor(s) may continue making payments for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract or plan.

The employer(s) of the health insurance obligor(s) is/are required to release to the other parent, any person subject to an order issued under §3109.19 of the Ohio Revised Code, or the CJFS-OCSS, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under this section.

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the CJFS-OCSS shall comply with the requirements of §3119.34 of the Ohio Revised Code, 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 insurance coverage provided by the new employer.

The child support obligor and the child support obligee shall comply with the request of the CJFS-OCSS in advance of an administrative review of a support order to provide the following: copy of federal income tax return from the previous year, copy of all pay stubs within the preceding 6 months, copy of all other records evidencing the receipt of any other salary, wages or compensation within the preceding 6 months and, if the child support obligor is a member of the uniformed services and on active military duty, a copy of the child support obligor's Internal Revenue Service Form W-2, "Wage and Tax Statement," and a copy of a statement detailing the child support obligor's earnings and leave with the uniformed services. The child support obligor and the child support obligee shall also provide a list of available group health insurance and health care policies, contracts and plans and their costs, the current health insurance or health care policy, contract or plan under which the child support obligee and/or obligor is/are enrolled and their costs, including any Tricare program offered by the United States Department of Defense available to the child support obligee, and any other information necessary to properly review the child support order.

Upon receipt of notice by the CJFS-OCSS 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 worksheet in §3119.022 or §3119.023 of the Ohio Revised Code, as applicable. The CJFS-OCSS may change the financial obligations of the parties to pay child support in accordance with the terms of the Court order and cash medical support without a hearing or additional notice to the parties.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY. YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT. HEALTH CARE PROVISIONS. OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, 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.

Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than 30 days in

jail and/or fine of not more than \$250.00 for a first offense, not more than 60 days in jail and/or fine of not more than \$500.00 for a second offense, and not more than 90 days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff (DOB: [REDACTED]) be and is hereby restored to her former name of Allison Marie Stark.

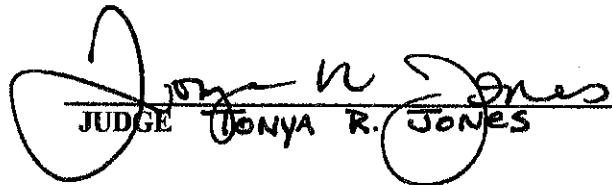
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all restraining orders previously issued by this Court are hereby dissolved and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Third-Party Defendants are hereby dismissed from this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this proceeding shall be paid by:

Both Plaintiff and Defendant equally.

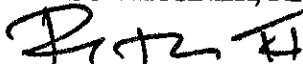
IT IS SO ORDERED.


JUDGE TANYA R. JONES

MAGISTRATE



ALLISON HORNER, PLAINTIFF



ROBERT A. MARCIS, II
ATTORNEY FOR PLAINTIFF

WILLIAM EASTON HORNER, DEFENDANT

(Attorney Name)
ATTORNEY FOR DEFENDANT

RECEIVED FOR FILING

NOV 18 2021

CUYAHOGA COUNTY
CLERK OF COURTS

By:  Deputy

INSTRUCTIONS FOR SERVICE

TO THE CLERK:

PURSUANT TO CIVIL RULE 58(B), WITHIN THREE (3) DAYS OF THE FILING OF THIS JUDGMENT ENTRY, THE CLERK IS DIRECTED TO SERVE NOTICE OF THE FILING OF THIS JUDGMENT ENTRY, THE DATE OF ENTRY UPON THE JOURNAL, AND COPIES OF THE JUDGMENT ENTRY UPON THE FOLLOWING PARTIES AND COUNSEL BY U.S. MAIL AND/OR ELECTRONIC MEANS, IF AVAILABLE:

PLAINTIFF: Allison [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

COUNSEL FOR PLAINTIFF: Robert A. Marcis, II
ADDRESS: PO Box 201 Avon Lake, Ohio 44012

EMAIL: [REDACTED]

DEFENDANT: William Easton Horner
ADDRESS: 2551 Indian Trail Morristown, TN 37814

EMAIL: williamehorner@gmail.com

COUNSEL FOR DEFENDANT:
ADDRESS:

EMAIL:

THE CLERK IS FURTHER DIRECTED TO NOTE UPON THE DOCKET THE DATE OF SERVICE, THE JUDGMENT ENTRY SERVED, THE NAME AND ADDRESS OF THE PARTY SERVED, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.