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IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS

CHANCE CATUDAL, Plaintiff,	:	Case No.: 10DR-12-4934
	:	JUDGE KIM A. BROWNE
vs.	:	Magistrate William Sielfoff
ANNA C. CATUDAL, Defendant.	:	

JUDGMENT ENTRY-DECREE OF DIVORCE

This matter comes before the Court on September 13 and 14, 2011 upon the Second Amended Complaint filed by Plaintiff on August 29, 2011[1] and upon the Answer and Counterclaim filed by Defendant on January 25, 2011[2]. Plaintiff appears *pro se*, and Defendant appears duly represented by Attorney Bryan M. Bowen. Lastly, Attorney Christopher E. Heckert appears as Guardian ad Litem for the parties' minor child.

JURISDICTION

The Court finds that the parties were married in Columbus, Ohio on April 1, 2009, and have one minor child as issue of the marriage, *to wit:* Haley A. Catudal, born March 21, 2006 (age 5½). Defendant is not expecting a child at present. At the time of filing, Plaintiff has been a resident of the State of Ohio for at least 6 months and a resident of Franklin County for at least 90 days prior to the filing of the initial Complaint. Further, the parties certify that they have lived separate and apart for a period in excess of 30 days. Neither party is active in a bankruptcy proceeding.

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[1] Plaintiff's initial Complaint for Divorce, filed *pro se* on December 6, 2010, and falsely alleged that there was no children (sic) born as a result of this marriage. It was not until the first pre-trial on March 2, 2011 the Defendant disclosed to the Court that there actually *was* a child born as issue of the marriage but the parties struck an illegal agreement to pretend that there was no child to avoid an order relating to parenting time and child support.

[2] Disturbingly, Defendant filed an Answer and Counterclaim, through Counsel, falsely *admitting* that there were no children born as issue of the marriage. Therefore, BOTH parties committed perjury within the statutory definition of ORC §2921.11(A).

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However, Defendant is active in the United States Armed Forces. This notwithstanding, she knowingly and voluntarily elects to (1) waive any stay available to her via the Soldiers' and Sailors' Civil Relief Act of 1940 and (2) proceed with the instant divorce litigation. Therefore, the Court has jurisdiction over the subject matter and over the parties to the action.

GROUNDS

The parties stipulate that they are incompatible and have lived separate and apart without cohabitation for greater than 12 months. It is therefore **ORDERED** that Plaintiff is granted an absolute divorce from Defendant, and Defendant is granted an absolute divorce from Plaintiff. The marriage contract heretofore existing between Plaintiff and Defendant is hereby terminated, and both parties are released from the obligations of the same.

DURATION

The Court finds that the duration of the marriage is from the date of the marriage, April 1, 2009, to the last date of trial, September 13, 2011. Pursuant to ORC §3105.171, the termination date of the marriage is the final hearing date. Accordingly, the duration of the parties' marriage is 2 years and 5 months.

BACKGROUND

As previously stated, the parties were married in Franklin County on April 1, 2009 and permanently separated more than 12 months prior to the filing of the original Complaint for Divorce on December 6, 2010. Plaintiff resides at 3100 Whitlow Road, Columbus, OH 43232 with his live-in girlfriend. Defendant resides at Fort Huachuca in Sierra Vista, Arizona. Plaintiff's current employer is Gordon's Landscaping & Property Services LLC; he earns approximately $20,800 per year. Defendant has been employed by the US Army for the past 19 months; she earns approximately $35,602 per year.

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MARITAL PROPERTY

MARITAL RESIDENCE

The parties agree that they do not possess an ownership interest in any parcel of real estate.

MOTOR VEHICLES

Plaintiff principally owns/operates 1994 Ford Ranger, valued at $2,000. Defendant principally owns/operates 2009 Dodge Caliber, valued at $11,000 which is titled in both parties' names, but is behind in payments about 4 months; Defendant indicates that the balance owed on said vehicle is approximately $9,000. The parties agree and the Court further ORDERS that each party shall hold his/her vehicle free and clear from any claim of the other.

Finally, the retaining party is hereby ORDERED to hold the other harmless from any obligation or liability related to his/her awarded assets, and Defendant must make all reasonable efforts to transfer said vehicle (i.e., the 2009 Dodge Caliber) into her individual name as soon as practicable. In the event she is unable to qualify for a refinance of said vehicle on/before December 31, 2011, she shall immediately list the vehicle for sale. In the event the vehicle is repossessed due to non-payment, Defendant shall be liable for any resultant deficiency and shall hold Plaintiff harmless on the same.

PERSONALTY AND HOUSEHOLD GOODS/FURNISHINGS

Each party shall retain those items of personalty that are currently in their respective possessions, except as noted below. Each party shall hold those items free and clear from any claims of the other. The parties waive specific valuation as to any items not specifically discussed and valued during the course of the trial as the Court enjoys no *independent* means to value the parties' possessions aside from the scant testimony and/or evidence proffered during the course of the instant litigation.

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FISCAL/RETIREMENT ACCOUNTS

Both parties agree that they share no joint and/or marital bank accounts; nor do they hold accounts bearing both parties' names. Neither party has a marital interest in a retirement account. Therefore, the Court hereby **ORDERS** that each party shall retain the accounts in his or her current possession, free and clear of any claim of the other.

MARITAL DEBT

The parties claim no marital or joint debts which they desire the Court to equitably divide.

PARENTING ISSUES

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBLITIES

Plaintiff *pro se* filed a pseudo Shared Parenting Plan on or about August 29, 2011 in the form of his second Plaintiff's Amended Complaint for Divorce , which the Court considers substantial compliance with the mandates of ORC §3109.04(G). Therefore, in rendering a just and equitable decision which is indicative of the best interest of the parties' minor child and determining the legal custodian and residential parent, the Court must thoroughly examine and consider all relevant factors including, but not limited to, the statutory factors specifically set forth in ORC §3109.04(F)(1). The Court's consideration follows:

Parent's Wishes

Plaintiff indicates that he would like to have parenting time with 5½ year old daughter Haley for 3 consecutive months every year; he wishes the Court to order Long Distance Local Rule 27 to govern for all other provisions, including holidays and breaks. Defendant, on the other hand, seeks to be named the legal custodian and residential parent of the minor child with Plaintiff's parenting time to be governed by Long Distance Local Rule 27. Defendant favors monthly parenting for Plaintiff time but would prefer that he travel to Arizona to exercise the same – given Haley's age and the flight distance (which, with layovers, easily exceeds 3½ hours).

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The Guardian *ad Litem* opines that, given the excessive vitriol and acrimony between the parties, Shared Parenting would not work for these particular parents. He fears that a court-imposed Shared Parenting Plan would only put young Haley "in the middle" of the parents' animosity. In support of his assertions, he cites Plaintiff's insistence that his telephone conversations with Haley be audio recorded.

In-Chambers Interview of the Child

The Court did not conduct an interview with the child as none was requested. The Guardian, however, did interview the child at the home of Defendant in Arizona – he indicates that Haley enjoys speaking with Plaintiff via telephone at bedtime. However, the child appears to be extremely frustrated with the parties' fighting (and cussing at times) and discord.

Specifically, the GAL[3] made the following recommendations:

- Defendant should be designed as residential parent and legal custodian,
- Plaintiff should be allocated parenting time in compliance with Local Rule 27,
- Plaintiff should be required to undergo a psychological evaluation and possible alcohol/drug assessment and domestic violence and/or anger management classes[4],
- Before Plaintiff's allocation of parenting time is increased, Plaintiff must be able to demonstrate progress via his ability to civilly communicate with Defendant (especially in the presence of Haley),
- Additionally, the GAL desires detailed information about any medication(s) Plaintiff has been prescribed, and
- Plaintiff should be granted a minor deviation from the guideline child support obligation based upon his final allocation of parenting time to account for the costs of transporting the child.

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[3] It should be noted that Plaintiff candidly admits that he intentionally thwarted the GAL's efforts to conduct a full and fair investigation by refusing to complete the initial packet of baseline information requested by the GAL, by cursing at the GAL and by refusing to speak with him. As such, at the time of trial, the GAL was prevented from observing Haley's interaction in Plaintiff's home and investigating Plaintiff's background, employment and associations, including Plaintiff's live-in girlfriend whom he expressed intentions to soon wed.

[4] The GAL does indicate that Plaintiff claims to have previously completed an anger management class and obtained a certificate. Therefore, if Plaintiff is able to present said certificate, the GAL would be satisfied

Child's Interaction/Interrelationship with Parents, Siblings, and Significant Person(s)

Haley has no siblings. Plaintiff has not enjoyed any significant parenting time with Haley since October 2010. Plaintiff relates that he and Defendant agreed that Haley would spend the period of time from January 29, 2011 through February 26, 2011 in his care/custody. In fact, they both purchased airline tickets to this effect. However, in the end, Plaintiff contends that Defendant unilaterally and wrongly refused to honor this prior agreement.

Defendant unconvincingly claims that she canceled Haley's visit after the child returned from her October 2010 visit with Plaintiff. Defendant indicates that she initially agreed to the visit because she knew that she would be undergoing surgery and was uncertain about her ability to care for the child. However, Defendant contends that she "didn't like what [she] heard when [Haley] got back." She further indicates that she predicated her unilateral rescission of the January 29, 2011 visit after discovering the existence of a fictitious business created in her name with her Social Security number based in Delaware, Ohio and located in Columbus, Ohio. She further contends that she caught Plaintiff attempting to secure additional Sprint telephone lines in her name. This explanation is implausible to the Court as Defendant *admits* (and the documents reveal) that she purchased Haley's airline tickets in November of 2010 and she bases her allegations against Plaintiff upon hearsay "evidence" and relies, at least partly, on the words of a then-4 ½ year old.

When this explanation failed to satisfy the Court, Defendant rails on about her questioning of Plaintiff's mental state and competency to care for Haley; she complains about Plaintiff's "roller coaster of emotions" and talk of reconciliation and relocation back to Ohio. She complains of Plaintiff's *flagrant* use of profanity and questions Plaintiff's stability and ability to provide a safe environment for Haley.

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Again, the Court takes issue with Defendant's disingenuous and self-serving explanations for willfully and unreasonably denying Plaintiff access to their daughter given Defendant's concession that (1) the complained of behavior is a pattern of behavior that Plaintiff has demonstrated throughout the duration of their 6+ year relationship[5], (2) she chose him as the father of her child, (3) he, not she, filed for the instant divorce, and (4) she was largely aware of Plaintiff's extensive criminal background before Haley was born and wholly aware of the same by the parties' date of marriage.

In Defendant's defense, Plaintiff repeatedly, *on record,* unapologetically describes himself as an "asshole"[6] – and rightfully so. He appears to possess absolutely no means by which to filter his thoughts, dialogue and/or impulses, nor does he seem willing to try. For his part, he alleges that Defendant unilaterally cancelled Haley's January 29, 2011 visit because he alerted her to the fact that he was no longer in agreement with their "deal" for him to file for divorce fraudulently *denying* the existence of their minor child. In short, he claims that because he reneged, she reneged.

Plaintiff also discloses, for the first time, the fact that he has a live-in paramour of 12 months, Sitora Rakhmatova. He further discloses his intent to marry her as soon as he is legally able.

Child's Adjustment to the Child's Home, School, and Community

Defendant relates to the Court that Haley attends a small charter school in Sierra Vista, Arizona; she is enrolled in a half-day day kindergarten program with after-school care.

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[5] In fact, Defendant expresses frustration that Plaintiff is "still the same angry, violent, and for lack of a better word, rude" person that he was at the beginning of their relationship.

[6] Specifically, the testimony was as follows: "THE COURT: Now, what about mental health issues? The guardian has made issues of it; your wife has made issues of it. Do you have any mental health diagnosis? MR. CATUDAL: I have, what's the word that I'm looking for? A social diagnosis if I can say it on the record. THE COURT: You can. MR. CATUDAL. I'm an asshole." RT TR OF September 13, 2011, p 74, line 22 – p. 75, line 5.

According to Defendant, Ms. Sarah Kelly is Haley's kindergarten teacher in a class of about 25 students. Defendant indicates that Haley enjoys her school and that she has not received any negative reports from the teachers about the child. Defendant relays that most of Haley's friends are from military families in the neighborhood on Fort Huachuca. The GAL indicates that he did not visit the school or interview Haley's teachers.

Parents' Mental and Physical Health

Plaintiff indicates that he had an "interesting introduction to life". He is 30 years old and sees himself as a fit and healthy young man fully capable of caring for his daughter. As to his mental health, Plaintiff indicates that while he has no formal diagnoses, he believes himself as an "asshole". Likewise, Plaintiff questions Defendant's fitness and/or moral compass for wrongfully alienating him from his daughter for the past year.

Defendant emphasizes to the Court that Plaintiff was forced to undergo a psychological evaluation in 2004 pursuant to the orders of a Morrow County judge in relation to a burglary charge/conviction related to events that transpired between Plaintiff and his step-father. She testifies that, as a result, Plaintiff was prescribed the mood-altering drugs Trazodone and Depakote. Plaintiff indicates that it was him that sought out the prescriptions as he believed he could use the same to improve his standing in pending criminal court matters (i.e., to create the appearance that he was actively engaged in a pattern of self-improvement). Plaintiff candidly admits that seeking out the prescriptions was a ruse; he argues that he personally does not see a need to medicate to appease the court, Defendant or anyone else. In short, he seems to feel that the folks surrounding him should simply learn to cope with his personality defects.

Defendant is 26. She is currently scheduled to have an MRI, and possibly, surgery on her hip; she has already undergone surgery on her knee – aside from these issues, she professes no formal diagnoses.

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Parent Most Likely to Honor and Facilitate Parenting Time Rights/Continuous and/or Willful Denial of the Other Parent's Rights

Frankly, the Court would opine that ***neither parent*** is likely to consistently honor and/or facilitate the parenting time rights of the either. Plaintiff is openly livid at Defendant for installing roadblock after roadblock to his parenting time. Meanwhile, Defendant clings to her claims of Plaintiff's criminality and mental instability like a security blanket. The Court trusts neither parent, and, very sadly, anticipates seeing them frequently for the duration of Haley's minority.

Child Support Delinquencies/Arrearages

As the parties contrived to mutually deny the existence of their daughter pursuant to their underhanded side agreement, child support was never established for the benefit of young Haley. Therefore, there are no child support delinquencies or arrearages in this case.

Previous Convictions of Any Criminal Offense Involving a Family/Household Member

Unfortunately in this case, both parties have criminal convictions related to: (1) child abuse, neglect or endangerment or (2) physical harm to a family/household member. Again, Plaintiff's convictions are *numerous.* Still, all were known to Defendant, and most occurred before the birth of their child. It is notable that Plaintiff's only relevant offenses (in terms of this particular factor) occurred in 2004 – both before the birth of Haley and date of the parties' marriage. Specifically, on or about October 5, 2004 a Civil Protection/Domestic Violence Order (CPO) was issued against Plaintiff (Defendant was not the Petitioner in that case). Roughly 7 days later, on or about October 12, 2004, Plaintiff was arrested and charged with violating that same CPO; the case was resolved with a "no contest" plea. Even though Plaintiff's convictions are only loosely related to the instant action, Plaintiff's record speaks *volumes* about his contempt for authority and his propensity to ignore recognized standards of appropriate behavior. In fact, Plaintiff's criminal record is so deplorable that he sought/obtained permission to legally change his name from Bryan E. Hall.

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Yet for all her finger-pointing, Defendant admits that she was convicted in 2006 for disorderly conduct after she cussed out a Columbus police officer for preventing her from leaving (then infant) daughter Haley in an unattended vehicle while she entered a local bank.

Parent Residing Outside of Ohio

Defendant resides in the state of Arizona with the parties' minor child.

CONCLUSION

Although both parents present certain concerns for the Court, it believes that Defendant is the best choice, at this time, to serve the best interest of the parties' minor child as legal custodian and residential parent. Plaintiff shall exercise parenting time pursuant to the Court's model parenting time schedule (Local Rule 27)[7] for parents traveling over 90 miles one way – *except* that over the course of the summer, Defendant shall have Haley for the first 10 days after school concludes and the 10 days prior to school commencing. Plaintiff shall enjoy parenting time for the remainder of the summer break.

CHILD SUPPORT

The parties agree that Plaintiff's income is presently $20,800 per annum and Defendant's income is $35,602 per annum; this amount includes her various military allowances for food and off-base housing. The resulting guideline child support figure is $299.22 per month, plus $5.98 processing charge for a **total monthly amount of $305.20 per month**. Plaintiff rightly argues, and the Guardian *ad Litem* agrees, that he should be awarded a deviation from this guideline figure pursuant to ORC §3119.23. The Court's analysis follows:

[7] See Attachment A.

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The parties agree that factors §3119.23 (a), (b), (c), (e), (f), (j), (k), (m), (n) and (o) are inapplicable to the facts of their particular situation.

Plaintiff argues that factor (d) "extended parenting time or extraordinary costs associated with parenting time" is applicable as each airline trip for Haley from Arizona to Columbus costs him roughly $2,000 because, as Plaintiff explains it, (1) he is never able to book very far in advance (due to funds shortages) and (2) he travels to Arizona and flies back to Columbus, Ohio with the child. He further explains that driving that type of distance with a 5½ year old child is impractical – this Court agrees.

Defendant argues that she incurs "extraordinary costs" in that she alone pays for Haley's expenses, including her school uniforms as the child resides with her nearly exclusively (without a child support order). She would also note that, because she booked Haley's flight no less than 2 months in advance, she only paid $300.80 (one way) for the child's ticket thereby rebutting Plaintiff's argument that he expends $2,000 per round trip. Defendant would further emphasize that Haley is now eligible for unaccompanied minor status on nearly every commercial airline – therefore, there is no real need for Plaintiff to purchase airline tickets for himself.

Defendant argues that factors (g) "disparity in income between parties or households" and (h) "benefits that either parent receives from remarriage or sharing living expenses with another person" favor her as Plaintiff resides with a girlfriend who, by his account, earns at least what he does. Plaintiff counters that he and Miss Rakhmatova have more than $3,000 per month in living expenses they must pay. He details his outlays for *his portion* of the household expenses as follows:

- $450 per month rent on the home at 3100 Whitlow Road
- $75 per month for electric service
- $75 per month for gas service
- $75 per month for water/sewer service
- $75 per month for trash service
- $100 per month for cable/internet/landline telephone service
- $50 per month for lawn/maintenance[8]
- $200 per month for groceries (for Plaintiff alone)
- $50 per month for dinners out
- $50 per month for vehicle maintenance

[8] Plaintiff indicates the lawn is very large.

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- $200 per month in fuel costs
- $50 per month for hair maintenance
- $60 per month for his cell phone service

For an estimated total of $1,510 per month in household expenses

Purportedly earning $400 per week at 4.3 weeks per month (or $1,720 per month), it is true that Plaintiff's remaining $210 probably does not stretch much further. However, it is important to note that the Court requested that Plaintiff supply actual *paystubs* from his work at Gordon's Landscaping & Property Services LLC. Instead, he produced a *letter* from his employer/landlord/"friend" which is neither a business record nor capable of being cross-examined by Defendant. Defendant, on the other hand, complied with the Court's request and produced her actual US Military/DFAS leave earnings statement. Furthermore, Plaintiff failed to produce any documentation whatsoever to conclusively establish the earning level of his live-in girlfriend.

Defendant identifies her monthly budgetary expenses as follows:

- $688.50 per month rent, *less her "BAH" allowance in the amount of $912 per month*
- $200 per month for her utilities
- $85 per month for cable/internet/landline telephone service
- $250 per month for groceries, *less her "BAS" allowance in the amount of $325 per month*
- $50 per month for dinners out
- $280 per month for her vehicle note
- $50 per month for vehicle maintenance
- $112 per month for vehicle insurance
- $80 per month in fuel costs
- $100 per month for hair maintenance
- $30 per month for her cell phone service
- $100 per month for clothing for herself and Haley
- $13 per month for credit protection
- $5 per month for online bill pay

For an estimated total of $806.50 per month in household expenses.

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Plaintiff points out that Defendant's household expenses are significantly lower than his – including her active duty Army allowances. On the other hand, Defendant would argue that Plaintiff has access to roughly $41,000 while she does not share living expenses.

With respect to Defendant's Army benefits, the Court would point out that the full amount of her allowances has already been factored into her salary on the "Court's Child Support Compilation Summary Worksheet". See Attachment B.

Regarding statutory factor (i) federal, state, and local taxes paid or estimated, the parties agreed on the first day of trial to simply use their pay stubs to determine any such amounts; however, Plaintiff (who requests a deviation to zero) failed to supply a pay stub or any documentation of his payment of taxes of any kind. As such, the Court deems this factor inapplicable.

The Court received quite a bit of testimony regarding statutory factors (l) standard of living/circumstances of each parent and the child and (p) any other relevant factor, which it will discuss collectively. Plaintiff describes his standard of living as dictated by the "mistakes of his past", including his dropping out of school in the 7th grade. More specifically, he places an incredible amount of weight on the effect his criminal record has played in his inability to secure reasonably-priced housing and steady employment opportunities. In fact, he owes his current living quarters (a rented 3-bedroom home) to his personal friendship with his landlord. Plaintiff argues that he essentially lives hand-to-mouth and/or check-to-check, but stresses that he continues to work toward improving his situation.

When the Court pointed out that there were a number of expenses that could, indeed, be whittled and diverted towards the payment of a reduced child support award, Plaintiff rather emotionally and irrationally declared that he would rather relinquish his parental rights and responsibilities than be legally obligated to pay *any amount of* child support to Defendant. In response, the Court chided Plaintiff for his outlandishly absurd position in that it *clearly* reflects a disregard for the best interest of his young child and an utter disrespect for the time and resources expended overseeing this contested litigation.

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Even odder is the fact that Plaintiff argues that the *entire* reason for Defendant's current loathing of him is that he filed amended complaints reneging on their prior agreement that he would not seek parental rights and responsibilities with respect to Haley. It boggles the mind and *most certainly* frames many of the issues about which Defendant complains. Plaintiff bemoans that he "will never be able to survive" taking into consideration his current income versus the cost to exercise parenting time if he is also saddled with a child support order. He contends that, at present, he cannot afford airfare or any of the associated costs of exercising parenting time. Apparently then, the purpose of this litigation is to secure rights that, at some point in the future, he will be in a position to exercise. He fears that a court order to pay "this damned child support" is tantamount to a sentence to return to prison. He argues that "the only chance [he] has to be a part of [his] daughter's life is not start this off with [a child support obligation]". RT TR of September 14, 2011, p. 34, line 20 – p. 39, line 24.

Defendant, on the other hand, indicates that her income too is insufficient for all the things she would like to do with/for her daughter, but she is conservative and frugal and has, therefore, amassed *some* savings. While she indicates that she does have some degree of sympathy for Plaintiff's plight, she reminds him and the Court that his dismal situation is largely of his own making. Nonetheless, Defendant rightly emphasizes that, at present, she has the child the vast majority of time and would appreciate some level of contribution towards Haley's care and support.

CONCLUSION

After considering the factors and criteria set forth in section ORC §3119.23, the Court hereby finds that the amount calculated pursuant to the basic child support schedule and the applicable worksheet, to wit: $299.22 per month, plus $5.98 processing charge for a **total monthly amount of $305.20 per month,** would be unjust or inappropriate and would not be in the best interest of the child. See Attachment B, Child Support Computation Summary Worksheet. Accordingly, the Court grants Plaintiff a downward deviation to ***$98.01 per month, plus processing charge*** based upon its consideration of statutory factors (d), (l) and (p).

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HEALTH INSURANCE

The parties agree that Defendant shall maintain health insurance coverage for the child. Pursuant to ORC §3119.01, the parties shall equally pay the first $100 of the reasonable and ordinary uninsured and unreimbursed medical expenses for the minor child. Any extraordinary medical expenses (defined as those exceeding the first $100) including co-payments and/or deductibles shall be divided between the parties with Plaintiff paying 37% of such expenses and Defendant paying the remaining 63% of the same.

INCOME TAX DEDUCTIONS

Given the Court's grant of a deviation, **Defendant** shall claim the minor child in all even-numbered years, and **Plaintiff** shall claim the minor child in all odd-numbered years. **Plaintiff's** failure to remain substantially current in **his** child support obligation shall constitute a forfeiture of his right to claim Haley as a deduction for income tax purposes.

SPOUSAL SUPPORT

Though Plaintiff initially expressed interest in having the Court entertain an award of spousal support on his behalf, he ultimately withdrew his demand after the Court's admonition that said claim, in light of the extremely short duration of the parties' union, *may* be viewed as frivolous and intentionally designed to generate attorney fees at Defendant's expense. The Court felt said warning was in order as Plaintiff appeared to be premising his limited income earning ability on the fact that he, through his own numerous poor choices, has amassed quite an extensive criminal record.

In any event, the Court received no testimony and/or evidence from either party regarding an award of spousal support. Consequently, the Court considers the matter properly closed and shall not retain jurisdiction to award any amount of spousal support to either party in the future.

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REQUIRED NOTICES

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 [redacted] CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY [redacted] 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 $1000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

(B) All orders for support shall include the following provisions:
Pursuant to R.C.3119.30(A), the obligor and obligee are liable for the health care of the children who are not covered by private health insurance or cash medical support as calculated in accordance with section 3119.022 or 3119.023 of the Revised Code, as applicable.

If the obligor is ordered to pay cash medical support under this support order, the obligor shall begin payment of any cash medical support on the first day of the month immediately following the month in which private health insurance coverage is unavailable or terminates and shall cease payment on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. During the period when cash medical support is required to be paid, the obligor or obligee must immediately inform the child support enforcement agency that health insurance coverage for the children has become available.

The amount of cash medical support paid by the obligor shall be paid during any period after the court or child support enforcement agency issues or modifies the order in which the children are not covered by private health insurance.

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Any cash medical support paid pursuant to R.C. 3119.30 (C) shall be paid by the obligor to either the obligee if the children are not Medicaid recipients, or to the office of child support to defray the cost of Medicaid expenditures if the children are Medicaid recipients. The child support enforcement agency administering the court or administrative order shall amend the amount of monthly child support obligation to reflect the amount paid when private health insurance is not provided, as calculated in the current order pursuant to section 3119.022 or 3119.023 of the Revised Code, as applicable.

The child support enforcement agency shall give the obligor notice in accordance with Chapter 3121. of the Revised Code and provide the obligor an opportunity to be heard if the obligor believes there is a mistake of fact regarding the availability of private health insurance at a reasonable cost as determined under division (B) of this section.

The residential parent or the person who otherwise has custody of a child for whom a support order is issued is also ordered to immediately notify, and the obligor under a support order may notify, the Franklin County Child Support Enforcement Agency of any reason for which the support order should terminate, including but not limited to, the child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age; the child ceasing to attend an accredited high school on a full-time basis after attaining the age of majority, if the child support order requires support to continue past the age of majority only if the child continuously attends such a high school after attaining that age; or the death, marriage, emancipation, enlistment in the armed services, deportation, or change of legal custody of the child.

All 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 order issued in accordance with chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with chapters 3119., 3121., 3123., and 3125. of the Revised Code.

Regardless of the frequency or amount of support payments to be made under the order, the Franklin County Child Support Enforcement Agency shall administer it on a monthly basis in accordance with sections 3121.51 to 3121.54 of the Revised Code.

Payments under the order are to be made in a manner ordered by the court or agency, and if the payments are to be made other than on a monthly basis, the required monthly administration by the agency does not affect the frequency or the amount of the support payments to be made under the order.

All such decrees and orders shall also contain language requiring the notices required by this rule to be sent to the Franklin County Child Support Enforcement Agency, 80 East Fulton, Columbus, Ohio 43215.

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(C) All Divorce Decrees, Dissolution Decrees, Legal Separation Decrees and any other order which contains an order for support of a spouse that is to be paid directly to the recipient spouse shall contain the following language: Spousal support shall be paid directly to the recipient spouse and shall be made by check, money order, or in another form that establishes a clear record of payment.

(D) All Divorce Decrees, Dissolution Decrees, Legal Separation Decrees, Shared Parenting Decrees, and any other order allocating parental rights shall include the following notices:

RELOCATION NOTICE: Pursuant to Ohio Revised Code Section 3109.051(G), the parties hereto are hereby notified as follows:

IF THE RESIDENTIAL PARENT INTENDS TO MOVE TO A RESIDENCE OTHER THAN THE RESIDENCE SPECIFIED IN THE PARENTING TIME ORDER OR DECREE OF THE COURT, THE RESIDENTIAL PARENT SHALL FILE A NOTICE OF INTENT TO RELOCATE WITH THIS COURT, ADDRESSED TO THE ATTENTION OF THE RELOCATION OFFICER. UNLESS OTHERWISE ORDERED PURSUANT TO O.R.C. SECTIONS 3109.051(G)(2), (3), AND (4), A COPY OF SUCH NOTICE SHALL BE MAILED BY THE COURT TO THE PARENT WHO IS NOT THE RESIDENTIAL PARENT. UPON RECEIPT OF THE NOTICE, THE COURT, ON ITS OWN MOTION OR THE MOTION OF EITHER PARTY, MAY SCHEDULE A HEARING WITH NOTICE TO BOTH PARTIES TO DETERMINE WHETHER IT IS IN THE BEST INTEREST OF THE CHILD TO REVISE THE PARENTING TIME SCHEDULE.

RECORDS ACCESS NOTICE: Pursuant to Ohio Revised Code Sections 3109.051(H) and 3319.321(B)(5)(a) the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY COURT ORDER, AND SUBJECT TO O.R.C. SECTIONS 3125.16 AND 3319.321(F), THE PARENT WHO IS NOT THE RESIDENTIAL PARENT, IS ENTITLED TO ACCESS TO ANY RECORD THAT IS RELATED TO THE CHILD, UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, AND TO WHICH SAID RESIDENTIAL PARENT IS LEGALLY PROVIDED ACCESS. ANY KEEPER OF A RECORD WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER IS IN CONTEMPT OF COURT.

DAY CARE CENTER ACCESS NOTICE: Pursuant to Ohio Revised Code Section 3109.051(I), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY COURT ORDER, AND IN ACCORDANCE WITH O.R.C. SECTION 5104.011, THE PARENT WHO IS NOT THE RESIDENTIAL PARENT, IS ENTITLED TO ACCESS TO ANY DAY CARE CENTER THAT IS OR WILL BE ATTENDED BY THE CHILD WITH WHOM PARENTING TIME IS GRANTED, TO THE SAME EXTENT THAT THE RESIDENTIAL PARENT, IS GRANTED ACCESS TO THE CENTER.

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SCHOOL ACTIVITIES NOTICE: Pursuant to Ohio Revised Code Section 3109.051(J), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY COURT ORDER, AND SUBJECT TO O.R.C. SECTION 3319.321(F), THE PARENT WHO IS NOT THE RESIDENTIAL PARENT, IS ENTITLED TO ACCESS, UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, TO ANY STUDENT ACTIVITY THAT IS RELATED TO THE CHILD AND TO WHICH THE RESIDENTIAL PARENT OF THE CHILD LEGALLY IS PROVIDED ACCESS. ANY SCHOOL EMPLOYEE OR OFFICIAL WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER IS IN CONTEMPT OF COURT.

(E) This Court has promulgated forms to meet the requirements of the Ohio Revised Code and United States Code regarding entries and notices which must accompany any order for support. Complainants and/or movants for child support orders shall complete and submit proposed worksheets, child support orders, notices and instructions for service as required by Section 3121.03 prior to adjournment of the hearing wherein an order for support is entered.

CHILD SUPPORT, CASH MEDICAL SUPPORT & PRIVATE HEALTH INSURANCE

Defendant has accessible private health insurance available to **her** at a reasonable cost through a group policy, contract or plan offered by their employer or through any other group policy, contract or plan otherwise available to them. If dual coverage is available to both the obligor and obligee, the dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage.

Effective as of the date of the child support order, **Defendant** is designated as the health insurance obligor and shall provide private health insurance for the benefit of the minor child for so long as the duty to support exists or until further order of the court.

Pursuant to ORC §3119.30(A), both parents are liable for the health care of the children who are not covered by private health insurance or cash medical support as calculated in accordance with section 3119.022 or 3119.023 of the Revised Code, as applicable.

During any time on or after the effective date of this order that private health insurance is in effect, the following orders shall apply:

1. Effective **upon the date of journalization of the Decree**, **Father** shall pay child support of **$98.01**, per month, plus processing charge, pursuant to the Court's **DEVIATION** from the child support worksheet. **See "Attachment B".**

2. **Mother** shall pay **63%** and **Father** shall pay **37%** of all extraordinary medical and other health care expenses for the children, which are defined as uncovered medical and other health care expenses exceeding $100 per child per calendar year.

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During any time on or after the effective date of this order that private health insurance is not in effect, the following orders shall apply:

1. **Father** shall pay child support of **$98.01** per month, plus processing charge, and **$23.79** per month for the children, for a total of **$121.80** in cash medical support, plus processing charge, pursuant to the Court's **DEVIATION** from the child support worksheet.

2. **Mother** shall pay **63%** and **Father** shall pay **37%** of all extraordinary medical and other health care expenses for the child, which are defined as all medical and other health care expenses exceeding the amount paid by the obligor for cash medical support per calendar year.

IT IS FURTHER ORDERED:

If the obligor is ordered to pay cash medical support under this support order, the obligor shall begin payment of any cash medical support on the first day of the month immediately following the month in which private health insurance coverage is unavailable or terminates and shall cease payment on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. During the period when cash medical support is required to be paid, the obligor or obligee must immediately inform the child support enforcement agency that health insurance coverage for the children has become available.

The amount of cash medical support paid by the obligor shall be paid during any period after the court or child support enforcement agency issues or modifies the order in which the children are not covered by private health insurance. Any cash medical support paid pursuant to ORC §3119.30(C) shall be paid by the obligor to either the obligee if the children are not Medicaid recipients, or to the office of child support to defray the cost of Medicaid expenditures if the children are Medicaid recipients. The child support enforcement agency administering the court or administrative order shall amend the amount of monthly child support obligation to reflect the amount paid when private health insurance is not provided, as calculated in the current order pursuant to section 3119.022 or 3119.023 of the Revised Code, as applicable.

The child support enforcement agency shall give the obligor notice in accordance with Chapter 3121. of the Revised Code and provide the obligor an opportunity to be heard if the obligor believes there is a mistake of fact regarding the availability of private health insurance at a reasonable cost as determined under division (B) of this section.

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ATTORNEY'S FEES AND COURT COSTS

Pursuant to ORC §3105.73(A), in an action for divorce, dissolution, legal separation, or annulment of marriage or an appeal of that action, the Court may award all or part of reasonable attorney's fees and litigation expenses to either party if the Court finds the award equitable. In determining whether an award is equitable, the Court may consider the parties' marital assets and income, any award of temporary spousal support, the conduct of the parties, and any other relevant factors it deems appropriate.

In this case, neither party has requested a court-ordered contribution to his/her attorney's fees and litigation expenses. Therefore, after thoroughly weighing all the statutory factors and the totality of circumstances in this case, the Court finds that it is equitable for Plaintiff and Defendant to each pay and hold each other harmless for his/her own attorney/court fees associated with this litigation. Any outstanding court costs shall be paid by Plaintiff.

PRIOR NAME

Defendant indicates at trial that there is no need for the Court to restore her to any previous/former name, as Catudal is her maiden name; Plaintiff assumed her surname upon their marriage. Plaintiff indicates that he elects not to be restore to his former name.

GENERAL

The parties shall execute all documents, writings and instruments and do all other things necessary to carry this Decree into full force and effect. In the event such documents are not duly executed, the Court authorizes any public official to accept a certified copy of this Decree in lieu of the actual document necessary or required to carry this Decree into full force and effect.

IT IS SO ORDERED!

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JUDGE KIM A. BROWNE

PRAECIPE TO THE CLERK OF COURTS Pursuant to Civil Rule 58(B), you are hereby instructed to serve upon all parties not in default for failure to appear, notice of the judgment and its date of entry upon the journal

Copies to:

Chance Catudal
3100 Whitlow Road
Columbus, OH 43232
Plaintiff, *pro se*

Bryan M. Bowen (#0069158)
Bowen Keck & Firestone, LLC
338 S High Street, Suite 108
Columbus, OH 43215-4546
Counsel for Defendant

Christopher E. Heckert (#0072281)
Heckert & Associates Co., LPA
503 S. High Street, Suite 102
Columbus, OH 43215
Guardian *ad Litem* for the Minor Child

YOU ARE HEREBY NOTIFIED THAT THIS ENTRY WHICH MAY BE A FINAL APPEALABLE ORDER HAS BEEN FILED WITH THE CLERK OF THE COMMON PLEAS COURT ON THE DATE INDICATED ON THE TIME STAMP.

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