

PREFACE

LOCAL RULES - SCOPE AND AUTHORITY

The following supplemental rules of the Van Wert County Court of Common Pleas are intended to be supplemental to, and to be used in conjunction with (1) Ohio Rules of Civil Procedure, (2) Ohio Rules of Criminal Procedure and (3) Rules of Superintendence of the Supreme Court of Ohio, as adopted by the Ohio Supreme Court, and all amendments or supplements thereto as may occur.

These Local Rules are not to be interpreted in any way that will conflict with the various Ohio Rules. Should any conflict or contradiction be found, the Ohio Rules shall, in all cases, prevail over the supplemental Local Rules.

RULE 1 –TERM and HOURS of COURT SESSIONS AND HOLIDAYS

(Revised 7/24/15)

- (A) The Court is in continuous session for the transaction of judicial business. There shall be one term of court of each calendar year, with the term divided into three parts which shall commence on January 1, May 1, and September 1 of each year. All matters pending on all dockets of the Court are continued to the next term without further order of the Court.
- (B) The offices of the Court shall be open for the transaction of business between the hours of 8:00 A.M. and 4:00 P.M., Monday thru Friday, legal holidays excepted, the schedule for which is provided in Ohio Revised Code Sections 5.20, 5.21 and 124.19

The Court may also close by this Court's order when the Court deems it necessary and proper to cease operations.

RULE 2 - RECORDS

(A) RECORDS OPEN FOR INSPECTION:

All indexes, Dockets, Journals and case files maintained in accordance with law by the Clerk of Courts shall be open to inspection by anyone during regular business hours.

Original papers shall not be removed from the Office of the Clerk of Courts.

RULE 3 - COUNSEL OF RECORD

(revised 7/24/15)

When counsel is retained for any party after the case is filed, counsel shall immediately notify the Clerk in writing that he/she is counsel of record.

LOCAL RULE 4 – COSTS AND FEES (Revised 4/14/17)

All costs contained by this schedule are to be deposited with the Clerk of Courts at the time of filing, except with regard to the United States, the State of Ohio, Van Wert County unless costs are waived by the Court. The Clerk of Courts may refuse to accept any filing where the deposit of costs as required herein has not been made, or where a judgment for costs against the party is unsatisfied. In the event such a filing is accepted by the Clerk, the same may be stricken from the files by order of the Court.

\$275.00	Civil Deposit
\$275.00	Cross-Claim or Counterclaim and Third Party Complaint Deposit for Civil
\$775.00	Foreclosure
\$300.00	Alias Order of Sale
\$375.00	Divorce Deposit, Sheriff Fee already included.
\$375.00	Cross-Claim or Counterclaim Deposit for Divorce
\$325.00	Dissolution Deposit
\$325.00	Cross-Claim or Counterclaim Deposit for Dissolution
\$150.00	Court of Appeals Deposit
\$ 50.00	Personal Service by Sheriff Deposit
\$500.00	Service by Publication Deposit
\$300.00	Jury Trial Deposit at least 14 days before Trial (Civil Trials Only)
\$200.00	Motion to reopen a case
\$ 35.00	Filing Certificate of Judgment
\$ 5.00	Filing Satisfaction or Partial Satisfaction of Lien
\$100.00	Writ of Execution Deposit
\$ 63.00	Debtor's Examination Deposit
\$ 63.00	Garnishments
\$ 90.00	Expungement/Sealing of Record Deposit
\$ 5.00	Recording Notary Commission

\$ 2.00	Notary Certification
\$ 40.00	Release of State Tax Lien
\$ 5.00	Each Authenticated or certified copy of the record
\$ 1.00	Certified copy requests
\$ 8.00	Certified Mail
\$ 2.00	Ordinary Mail
\$ 20.00	Returned Check Fee
\$ 2.50	Fee per disc for copy of digital recording of proceedings

Subpoena Fees. A party requesting the issuance of a subpoena for a witness shall deposit with the Clerk of Courts at the time of filing the request for subpoena the appropriate amount under ORC 2335.06 for said witness. This Rule shall apply to Civil, Domestic, and non-indigent Criminal Cases. The deposit must include Twenty-five (\$25) dollars for deposit for Sheriff's fees, witness fees in the amount of Six (\$6) Dollars for each half day or Twelve (\$12) Dollars for each full day and witness mileage at the rate of Forty-five (\$0.45) cents per mile round trip, for each day that the witness must travel.

In addition, at any time during the pendency of the case the Clerk determines the costs deposits are insufficient to cover accruing costs, the Clerk may require the party incurring additional costs to make an additional cost deposit within ten (10) days. Deposits are a surety against immediate and future court costs and may be applied during the pendency of the case.

RULE 5 - PLEADINGS and FAX FILING (Revised 4/14/17)

Form and size of pleadings. All pleadings and other papers shall be offered for filing without folding suitable for flat-filing systems, and shall be prepared upon letter size bond paper, except where the original document which is attached or offered as an exhibit, requires a different size. The original document must be bound by a paperclip with all copies being bound by stapling or other binding; filing of loose papers is not permitted. All pleadings and any other documents that are to be “file stamped” by the Clerk, shall be formatted leaving an open area, two (2) inches high by two and one-quarter (2 ¼) inches wide, to the right of the Court Title and the Case Number for the placement of the Clerks filing stamp. The purpose of this Rule is to insure that the stamp impression is clear of any other printed matter on the page and is fully legible. Subsequent pages should have a top margin of no less than one inch. For return of time stamped copies by mail, a self-addressed, stamped envelope must be furnished to the clerk.

Each complaint filed must show in the caption the post office address, if known, of each plaintiff and defendant. The first pleading of each defendant shall include the names and addresses of the defendants if other than listed in the complaint.

Upon learning of any new address of plaintiffs or defendants, counsel shall report the same to the Clerk, and the correction may be addressed by the Clerk by interlineations.

At the time of filing the original complaint or other papers requiring a copy thereof to be served by the Clerk, counsel for the plaintiff or movant shall file with the Clerk one (1) copy thereof for use of the Court and one (1) copy thereof for each of the defendants or persons to be served. In domestic relations cases two (2) additional copies of the final entry shall be furnished to the Clerk to enable the Clerk to comply with Rule 6. The copies shall show upon their face the case number and the date of filing. A copy of all other pleadings complete with case numbers shall be left with the Clerk for use by the Court. At the time of submission, a copy of the entry shall be furnished to the Court.

Pleadings and other papers may be filed with the Clerk of Courts by facsimile transmission to (419) 238-4760 subject to the following conditions:

FACSIMILIE FILING

5.01 These rules apply to civil, criminal and domestic relations, proceedings in the Van Wert County Common Pleas Court, General and Domestic Divisions.

ORIGINAL FILING

5.02 A document filed by fax shall be accepted as the effective original filing. The person making a fax filing need not file any source document with the Clerk of Court but must, however, maintain in his or her records and have available for production on request by the court the source document filed by fax, with original signatures as otherwise required under the applicable rules, together with the source copy of the facsimile cover sheet used for the subject filing.

5.03 The source document filed by fax shall be maintained by the person making the filing until the case is closed and all opportunities for post judgment relief are exhausted.

DEFINITIONS

As used in these rules, unless the context requires otherwise:

- 5.04** A “facsimile transmission” means the transmission of a source document by a facsimile machine that encodes a document into optical or electrical signals, transmits and reconstructs the signals to print a duplicate of the source document at the receiving end.
- 5.05** A “facsimile machine” means a machine that can send and receive a facsimile transmission.
- 5.06** “Fax” is an abbreviation for “facsimile” and refers, as indicated by the context, to facsimile transmission or to a document so transmitted.
- 5.07** The person filing a document by fax shall also provide therewith a cover page containing the following information:
- (I) the name of the court;
 - (II) the title of the case;
 - (III) the case number;
 - (IV) the assigned judge;
 - (V) the title of the document being filed (e.g. Defendant Jones’ Answer to Amended Complaint; Plaintiff Smith’s Response to Defendants’ Motion to Dismiss; Plaintiff Smith’s Notice of Filing Exhibit “G” to Plaintiff Smith’s Response to Defendants’ Motion to Dismiss)
 - (VI) the date of transmission;
 - (VII) the transmitting fax number;
 - (VIII) an indication of the number of pages included in the transmission, including the cover page;
 - (IX) if a judge or case number has not been assigned, state that fact on the cover page;
 - (X) the name, address, telephone number, fax number, Supreme Court registration number, if applicable, and e-mail address of the person filing the fax document if available; and
 - (XI) if applicable, a statement explaining how costs are being submitted.
- 5.08** If a document is sent by fax to the Clerk of Court without the cover page information listed above, the Clerk may, at its discretion:
- (I) enter the document in the Case Docket and file the document; or
 - (II) deposit the document in a file of failed faxed documents with a notation of the reason for the failure; in this instance, the document *shall not* be considered filed with the Clerk of Courts.
- 5.09** The Clerk of Court is not required to send any form of notice to the sending party of a failed fax

filing. However, if practicable, the Clerk of Court may inform the sending party of a failed fax filing.

SIGNATURE

5.10 A party who wishes to file a signed source document by fax shall either:

(I) fax a copy of the signed source document; or

(II) fax a copy of the document without the signature but with the notation “/s/” followed by the name of the signing person where the signature appears in the signed source document.

5.11 A party who files a signed document by fax represents that the physically signed source document is in his/her possession or control.

EXHIBITS

5.12 Each exhibit to a facsimile produced document that cannot be accurately transmitted via facsimile transmission for any reason must be replaced by an insert page describing the exhibit and why it is missing. Unless the court otherwise orders, the missing exhibit shall be filed with the court, as a separate document, not later than five (5) court days following the filing of the facsimile document. Failure to file the missing exhibits as required by this paragraph may result in the court striking the document and/or exhibit.

5.13 Any exhibit filed in this manner shall be attached to a cover sheet containing the caption of the case which sets forth the name of the court, title of the case, the case number, name of the judge and the title of the exhibit being filed (e.g., Plaintiff Smith’s Notice of Filing Exhibit “G” to Plaintiff Smith’s Response to Defendants’ Motion to Dismiss), and shall be signed and served in conformance with the rules governing the signing and service of pleadings in this court.

TIME OF FILING

5.14 Subject to the provisions of these rules, all documents sent by fax and accepted by the Clerk shall be considered filed with the Clerk of Courts as of the date and time the fax transmission was received by the Clerk of Court. The office of the Clerk of Court will be deemed open to receive facsimile transmission of documents on the basis of 24 hours per day seven days per week including holidays. Each page of any document shall be automatically imprinted with the date and time of receipt. The date and time imprinted on the document will determine the time of filing, provided the document is deemed accepted by the Clerk.

5.15 The Clerk of Court may, but need not, acknowledge receipt of a facsimile transmission.

5.16 The risks of transmitting a document by fax to the Clerk of Court shall be borne entirely by the sending party. Anyone using facsimile filing is urged to verify receipt of such filing by the Clerk of Court through whatever technological means are available.

FEES AND COSTS

- 5.17** No document filed by facsimile that requires a filing fee shall be accepted by the Clerk for filing until court cost and fees have been paid. Court cost and fees must be paid by check or money order.
Documents tendered to the Clerk without payment of court cost and fees will not be filed.
- 5.18** No additional fee shall be assessed for facsimile filings.

LENGTH OF DOCUMENT

- 5.19** Facsimile filings shall not exceed 30 pages in length. The filer shall not transmit service copies by facsimile.

EFFECTIVE DATE

- 5.20** These local rules shall be effective March 1, 2005, and shall govern all proceedings in actions brought after they take effect and also further proceedings in pending actions, except to the extent that, in the opinion of the court, their application in a particular action pending on the effective date would not be feasible or would work an injustice, in which event, the former procedure applies.

FACSIMILE FILING COVER PAGE

RECIPIENT INFORMATION:

NAME OF COURT: _____

FAX NUMBER: _____

SENDING PARTY INFORMATION:

NAME: _____

SUPREME COURT
REGISTRATION NO. (if applicable): _____

OFFICE/FIRM: _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NUMBER: _____

E-MAIL ADDRESS (if available): _____

CASE INFORMATION:

TITLE OF THE CASE: _____

CASE NUMBER*: _____

TITLE OF THE DOCUMENT: _____

JUDGE*: _____

FILING INFORMATION:

DATE OF FAX TRANSMISSION: _____

NUMBER OF PAGES (including this page): _____

STATEMENT EXPLAINING HOW COSTS ARE BEING SUBMITTED, IF APPLICABLE:

*If a judge or case number has not been assigned, please state that fact in the space provided.

For forms see: <http://www.supremecourt.ohio.gov/JCS/CFC/DRForms/default.asp>

6.0 Application of Rule 6:

Attorneys and pro se parties engaging in domestic relations practice before this Court are charged with knowledge of all Rules of this Court pertaining to such practice.

The provisions of Rule 6 shall apply to all domestic relations matters filed in this Court including but not limited to proceedings in divorce, alimony only, dissolution of marriage and post decree matters.

The “Court’s Standard Rules for Residential and Non-Residential Parents and the Allocation of Parental Rights and Responsibilities” formerly referred to as the “Court’s Standard Rules of Custody and Visitation” are hereby ordered into execution in all domestic relations cases that involve minor children.

Definitions:

The Van Wert County Child Support Enforcement Agency is herein referred to as C.S.E.A.

The Department of Jobs and Family Services is herein referred to as DJFS.

The term children shall be interpreted to mean both children in the plural as well as child in the singular.

6.1 Filing Requirements:

All original pleadings and all motions for post decree relief and any responses thereto shall be filed with the Clerk of Courts pursuant to the Ohio Rules of Civil Procedure with one additional copy of all documents and all attachments to be delivered to the Assignment Commissioner.

All pleadings and any other documents that are to be “file stamped” by the Clerk, shall be formatted leaving an open area, two (2) inches high by two and one-quarter (2 ¼) inches wide, to the right of the Court Title and the Case Number for the placement of the Clerks filing stamp. The purpose of this Rule is to insure that the stamp impression is clear of any other printed matter on the page and is fully legible.

- Waiver of Magistrate's Decision
- DR 2— IV-D Application — The Clerk's Office shall not accept the filing of the above referenced pleading without this affidavit.
- Waiver of Service of Summons
- Separation Agreement

E. Petition to Register Foreign Orders:

- Complaint
- Two authenticated copies of the foreign judgment

F. Post-decree motion requesting modification of child/spousal support:

- Motion
- Uniform Domestic Relations Form — Affidavit 1 — Affidavit of Income and Expenses
- Uniform Domestic Relations Form — Affidavit 3 — Parenting Proceeding Affidavit
- Uniform Domestic Relations Form — Affidavit 4 — Health Insurance Affidavit
- DR 2— IV-D Application — The Clerk's Office shall not accept the filing of the above referenced pleading without this affidavit.
- Affidavit in Support of Motion

G. Post-decree motion requesting modification of custody or modification of visitation:

- Motion
- Uniform Domestic Relations Form — Affidavit 1 — Affidavit of Income and Expenses
- Uniform Domestic Relations Form — Affidavit 3 — Parenting Proceeding Affidavit
- Uniform Domestic Relations Form — Affidavit 4 — Health Insurance Affidavit
- DR 2— IV-D Application — The Clerk's Office shall not accept the filing of the above referenced pleading without this affidavit.
- Affidavit in Support of Motion

H. Post-decree motions to show cause:

- Motion
- Affidavit in Support
- Order to Show Cause Containing Notice

6.3 Methods of Service, Forma Pauperis:

The Ohio Rules of Civil Procedure shall be applicable to all service under these Rules.

ORCP 4.4 (A)(2): In a divorce, annulment or legal separation action that is proceeding in forma pauperis and if the residence of the Defendant is unknown, the locations for the posting of the legal notice shall be in the Van Wert County Courthouse, 121 East Main Street, Van Wert, Ohio on the bulletin board on the third floor at the entrance of the Court Adult Probation Office, and in a conspicuous place in the public area usually used for the posting of notices in both of the following two locations; the Delphos Municipal Building, 608 Canal Street, Delphos, Ohio and the Van Wert City Office Building, 515 E. Main Street, Van Wert, Ohio.

The Clerk of Courts shall comply with all service, record keeping and docketing requirements as set forth in ORCP 4.4 (A)(2).

6.4 Temporary Orders:

- A. The Clerk of Courts shall not file any pleadings or motions requesting child or spousal support payments, health insurance coverage for minor children or the filing of any response to the same unless the attorney or party, if unrepresented, filing the pleading, motion, or response completes and files the following with the Clerk:
1. Affidavit of Income and Expenses
(see <http://www.supremecourt.ohio.gov/JCS/CFC/DRForms/default.asp>), and Form DR-2, IV-D Affidavit and either
 2. A Journal Entry setting the matter for hearing on temporary orders or
 3. A Journal Entry dispensing with hearing temporary orders.
- B. The Court will approve Temporary Orders, that have been prepared by counsel and that have been approved by both parties and their counsel.
- C. Ex-Parte Temporary Orders are discouraged and will not be issued except in exigent circumstances. All motions requesting ex-parte orders shall be accompanied by a comprehensive affidavit of the party requesting such orders, supporting each element of relief that is requested. No judgment entry will be signed by the Court unless there is endorsed on the entry, a notice setting the motion for further hearing not sooner than seven (7) nor later than twenty-eight (28) days from the date of the filing of the entry.
- D. Temporary Orders for any other relief shall be considered at the first scheduled pre-trial conference or at such other time as the Court may designate.
- E. All parties to original divorce and legal separation actions in the Van Wert Common Pleas Court shall observe and adhere to the Court's Standard Standing Orders (DR Form 14).
- Counsel for the Plaintiff shall provide the client with a copy of the Standing Orders.
 - The Clerk shall attach a copy of the Standing Orders to the Summons to effect service of same upon the Defendant along with the Complaint.

6.5 Parenting Class: (Revised 5/28/13)

All parents involved in a new or pending domestic case or in any case seeking post-decree relief in this Court which involves the designation of residential parent and allocation of parental rights and responsibilities for their children or the modification of the same shall be required to attend the parenting class. When **post-decree** relief is sought, the parents must have attended the parenting class within the **two years** immediately preceding the filing of the motion for relief; if over two years, the parties shall attend the parenting class again.

From time to time, the Court shall approve and designate such "parenting programs" to be attended by the parties. A list of the programs that are approved by the Court will be available at the office of the Court Administrator.

The parties shall each file, or cause to be filed, with the Court a certificate of attendance for the parenting class. FAILURE TO ATTEND THE PARENTING CLASS WITHIN 60 DAYS OF A FINAL ENTRY MAY RESULT IN LOSS OF CUSTODY AND/OR VISITATION AS DETERMINED BY THE COURT.

6.6 Designation of Residential Parent:

In all domestic cases that involve children an investigation shall be conducted on the motion of either party or on a motion by the Court.

Such investigations shall be conducted by:

1. Investigators on the Court's staff or
2. Outside investigative agencies that are approved by the Court or
3. Qualified Investigators agreed to by the parties that are approved by the Court.

In any parenting proceeding filed, original or post decree, the parties shall complete and file with the Clerk, an affidavit consistent with O.R.C. 3109.27 duly sworn and notarized setting forth the required information referenced therein.

Separation agreements, shared parenting plans or other documents that provide for the designation of residential parent and allocate parental rights and responsibilities shall be submitted to the Court for review in all uncontested cases prior to the final hearing.

Upon the written or oral motion of either party the Court will appoint a Guardian Ad Litem for the minor children. The Court will consider a referral to any available funded agency providing G.A.L. services or to any person competent to serve as a G.A.L. Any expense incurred for such services shall be paid by the parties. A deposit will be required and will be determined on a case by case basis.

6.7 Child Support:

A separate Entry shall be made for temporary and final child support orders which shall:

- A. incorporate all language currently required by the C.S.E.A, and
- B. all other language and attachments as required by ORC Sec. 3113 .21 through .2110 or subsequent enactment and,
- C. have a Child Support Worksheet attached as an Exhibit.

Child support shall be calculated as required by ORC Sec. 3113.215 based upon the income of the parties and the Ohio Support Guidelines and all other specified factors.

No support order shall deviate from the formulated amount payable, without regard to any agreement of the parties to the contrary. If extenuating circumstances exist that would warrant deviation, the deviation will not be ordered except upon full hearing before the Court.

All child support payments including the current obligation and any arrears shall be made through the OHIO CHILD SUPPORT PAYMENT CENTRAL, P.O. BOX 182394, COLUMBUS, OHIO 43218-2394 regardless of method of payment, i.e. wage withholding, asset diversion or withholding or direct payments.

6.8 Method of payment:

All child support and spousal support payments, including current payments and payments on arrearages, shall be made through the OHIO CHILD SUPPORT PAYMENT CENTRAL, P.O. BOX 182394, COLUMBUS, OHIO 43218-2394, unless otherwise required by legislative enactment.

- A. All payments shall include the amount of support ordered plus a two percent (2%) processing fee.
- B. All support obligations shall be withheld from the obligor's wages, assets diversion or as ordered by the Court.
- C. If the Obligor is self-employed and has no assets that can be diverted, the Obligor shall enter into a cash bond with the Court in a sum equal to twice the amount of monthly support obligation for which the Obligor is responsible to pay or in such other amount as the Court may order.

The Court may require a cash bond under such other circumstances as would warrant the same.

- D. Until such time as support payments are withheld from the obligor's wages, assets diverted, or if a withholding order is not applicable, the obligor shall be responsible to make all support payments directly to the C.S.E.A.
- E. The payment of any money by the obligor to the obligee that is not paid through the C.S.E.A. shall not be considered as a payment of any support obligation and unless the payment is made to discharge an obligation other than support, said payment shall be deemed a gift.
- F. In all cases that use language that allows a non-residential parent to claim children as dependents if support is current for the year the children are to be claimed shall be interpreted to mean current for the support due and any arrearage payments due during the calendar year. It shall not mean current on all arrearages whenever accumulated.

6.9 Tax Dependency:

Any Court review of child support may include the assignment of the child tax dependency exemption.

The right to claim children as tax dependents shall be based on the income of the parties used in the calculation of child support in the child's interest.

If a parent has the right to claim the minor children, and the residential parent should refuse or unreasonably delay signing the documents required by any taxing agency, the same will be considered as contempt of Court.

6.10 Health Insurance:

A separate Entry shall be made to provide for health care and insurance for dependent, minor children.

Both parties shall be responsible to provide health, dental and optical insurance coverage for the dependent minor children if the same is made available to them through their employer at reasonable cost.

The non-residential parent's coverage shall be considered primary coverage and the residential parent's coverage shall be considered secondary coverage unless otherwise ordered.

Each parent shall provide the other with the necessary information, forms and list of approved providers, if applicable, so that claims may be timely filed. The residential parent shall be responsible for timely providing the information necessary to process any insurance claim, and any willful failure to do so will result in the residential parent being solely responsible for the expense. It shall be the responsibility of the parent in whose name the policy is carried to submit the claim to that parent's carrier. Willful failure to timely process the claim will result in that parent being solely responsible for the expense.

Both parents shall do all necessary acts to facilitate the claims process with their respective employers and carriers to maximize available coverage.

6.11 Uninsured Health Care Expense:

All medical, dental, optical, orthodontic, and ophthalmology expenses that are not covered by insurance shall be paid by the parties in amounts that are proportionate to their incomes as reflected in the computation of child support in effect at the time the obligation was incurred.

Any non-essential medical, extraordinary orthodontic, optical or ophthalmology expense shall not be incurred by either party without first advising the other party the nature of the services to be provided and the anticipated costs of the care. If the parties cannot agree as to the necessity of the care or the amount of the cost of such care, the matter shall be submitted to the Court for determination or hearing.

6.12 Visitation and companionship:

All visitation shall be according to the visitation and companionship schedule set forth in the Court's Standard Rules. Any entry that refers to "reasonable visitation" shall be interpreted to mean visitation and companionship according to the local or long distance schedule set forth in the Standard Rules.

If the parties work schedules prevent visitation according to the schedule in the Standard Rules, the parties may submit their own agreed schedule so long as the non-residential parent has visitation for an equivalent amount of time as that provided in the Standard Rules.

If either the residential or the non-residential parent moves out of the county to a situs that is more distant than their residence at the time of the filing of the most recent visitation order made by this Court, and Local Visitation is not practical then an election of Long Distance Visitation must be filed. The notice of the election shall be in writing, duly filed with the Court and served on the other party by Certified Mail, with return receipt requested. If the other parent does not file a written request for a hearing within twenty (20) days of the receipt of the election serving a copy of the request on

the party who gave the notice or that party's counsel by regular mail, the request will be automatically granted. If the Court finds that the request for hearing is frivolous, attorney fees and travel expenses shall be awarded.

The Court may, in the best interests of the minor children, grant visitation privileges to grandparents, other relatives or persons.

6.12A Notice of Relocation by Residential Parent (O.R.C. 3109.05.1(G)(I))

A residential parent who intends to relocate must first file a written notice of same with the Clerk of Courts setting forth date, place, address, phone number and other known information relative to relocation and cause said notice to be served upon the other parent. The residential parent may relocate after the expiration of fourteen (14) days once the other party is served with said notice in the absence of further court order.

6.13 Hearings:

Hearings Generally:

All domestic relations matters shall be heard by the Court's Magistrate unless the case is retained on the Judge's docket or the Magistrate recuses himself.

Pre-trial Hearings:

The Court will schedule a pre-trial conference no sooner than forty-two (42) days after the filing of an action. At such pre-trial, the Court will attempt to determine any contested issues. Further pre-trials will be scheduled as necessary on thirty-day intervals until a trial date has been set. Local Rule 9 relates to pre-trials generally and the Court may require compliance with any applicable portions of that Rule.

Both parties and their counsel shall appear at all scheduled pre-trials.

All motions and any other pleadings seeking relief by the Court will initially be considered in the same manner as a pre-trial and on the same day that pre-trials are normally scheduled. Testimony of the parties or any witnesses will not be heard on the day that pre-trials are scheduled.

Uncontested Hearings:

All uncontested matters will be heard on the day normally set for pre-trials unless otherwise scheduled by the Court.

At any time the parties have reached an agreement as to all issues, counsel shall immediately notify the Court and schedule the matter for an uncontested hearing. The next pre-trial date for which the case has been scheduled will be used for the uncontested hearing. At the final hearing, counsel shall furnish the Court with a final judgment entry together with all other required orders and required supporting documents.

Guardian ad Litem:

At any point during the conduct of the case if the Court determines it is in the child's best interest that a Guardian ad Litem should be appointed for the child, the Court may appoint a Guardian ad Litem or Guardian ad Litem and separate counsel for the child. All appointments shall be made within the requirements of the Ohio Rules of Superintendence including but not limited to Rule 48 of the Ohio Rules of Superintendence.

Mediation:

Prior to any contested hearing involving the designation of residential parent or an allocation of parental rights and responsibilities, the Court may order mediation pursuant to ORC Sec. 3109.052 or subsequent enactment. In appropriate cases, mediation may be ordered to attempt a resolution of property issues.

Final and Contested Hearings:

The Court will set a day certain to consider all contested matters including motions, final hearings and other matters and the same shall be set and scheduled by the Court.

The Court will allocate a sufficient block of time for the hearing of the evidence, argument, and all other matters in consideration of the recommendations of counsel and the number of anticipated witnesses and the nature of the hearing. Counsel may use a part of the time block to negotiate, but the hearing will be concluded at the end of the allocated time. If counsel have not completed the presentation of the case at the end of the allocated time, the Court may allow more time if it is available and does not conflict with the next case or the case may be continued to another time and date.

Dissolution Hearings:

Immediately upon the filing of a Petition for Dissolution of Marriage, the Court will schedule a final hearing and cause notice to be sent to all parties. Said hearing will be set not less than thirty (30) days nor more than ninety (90) days following the date of the filing of the petition.

If the parties fail to appear for the hearing or if no hearing is held within ninety (90) days following the date of the filing of the petition, the matter will be dismissed, pursuant to law, without further notice.

6.14 Entries:

All entries shall be approved by both counsel of record or parties appearing pro se, unless specifically waived by the Court.

All final entries shall contain the following language at the end of the body of the entry:

“The undersigned, being the Court’s Magistrate to whom this matter has been referred pursuant to Civil Rule 53, has reviewed the foregoing entry and respectfully recommends this Court approve the entry and accept it as the Magistrate’s report since it accurately reflects the findings and recommendations which are appropriate based upon the law and evidence presented.

Reviewed and recommended:

Joseph E. Quatman, Magistrate

IT IS SO ORDERED.

Martin D. Burchfield, Judge

All other entries shall contain the following language at the end of the body of the entry:

“This cause came on to be heard on the ____ day of _____, 20____, before Magistrate, Joseph E. Quatman , to whom this cause was referred by the Honorable Judge, Martin D. Burchfield, to try the issues of law and fact arising herein under the provisions of Rule 53 and 75A of the Ohio Rules of Civil Procedure.

Joseph E. Quatman, Magistrate

IT IS SO ORDERED.

Martin D. Burchfield, Judge

All Temporary Orders, Journal Entries and Judgment Entries in all cases involving minor children shall have simultaneously filed therewith the following:

- A. A separate Order for Child Support, Form DR-5, including the appropriate withholding, deduction order or a bond order with a child support computation worksheet attached and
- B. A separate Order for Health Insurance, Form DR-6, and
- C. A Withholding Notice to Parties of a Support Order, ODHS Form 4047 and ODHS Form 4048.

The Clerk of Courts shall provide the C.S.E.A. with a copy of all orders that provide for designation of residential parent, support, health insurance and all other DR Forms pertaining thereto.

In all uncontested matters and dissolutions, counsel shall provide the Court a final entry together with all required orders and required supplemental documents at the final hearing.

The Clerk of Courts shall send to each of the parties a certified copy of the Judgment Entry granting a divorce, dissolution, relief in alimony only or any modification of any previous orders and a file stamped copy of the same shall be sent to counsel of record by regular mail.

6.15 Waivers (Revised 5/28/13)

All judgment entries incident to a final hearing or a determination of a post decree matter, will include language whereby both parties waive their right to file objections to the Magistrate's report within fourteen days of the filing of the magistrates decision CR 53 (E) (3)(b) or in the alternative shall file, at the time of the hearing a separate waiver, Form DR-10.

All Shared Parenting Plans shall include language whereby both parties waive the thirty (30) day pre-filing requirement before the Plan can be ordered by the Court, ORC Sec. 3109.04(G) or in the alternative shall file, at the time of the hearing a separate waiver, a Waiver of Service of Summons. A Shared Parenting Plan will not be ordered until the plan has been on file for thirty (30) days unless a written waiver is submitted.

6.16 Timely Filing of Entries: (Revised 6/1/98)

All judgments, decrees and orders shall be prepared by prevailing counsel, accurately reflecting the Court's decision, and submitted to opposing counsel within seven (7) days of the hearing. Opposing counsel shall approve or reject the entry within seven (7) days, and if approved, forthwith submit the same to the Court.

If opposing counsel fails to approve the same within the seven days, prevailing counsel shall submit the entry to the Court without the approval of opposing counsel. If opposing counsel rejects the entry, he/she shall prepare an entry in accordance with his/her objections and submit it to prevailing counsel and the Court together with the rejected entry.

If two conflicting entries are submitted, the Court may:

1. Sign the entry that it deems a proper statement of the Court's decision or,
2. The Court may prepare its own entry without submitting the same to counsel for approval or,
3. The Court may schedule the matter for hearing.

If no entry is furnished to the Court within the time provided, the Court may dismiss the action for want of prosecution or make such other Order as the Court deems appropriate under the circumstances.

COUNSEL IS ADVISED THAT THESE RULES WILL BE AMENDED
AS NECESSARY.

COPIES OF THESE RULES, THE STANDARD RULES FOR RESIDENTIAL AND NON-RESIDENTIAL
PARENTS AND ALL FORMS ARE AVAILABLE TO COUNSEL PRACTICING IN THIS COURT
ON THE COURT WEB SITE. www.vwcommonpleas.org

RULE 6A CIVIL PROTECTIVE ORDERS:

6A.1 Compliance:

All Petitions for Civil Protective Orders and all documents and orders incident thereto shall be filed in compliance with ORC Sec. 311.21 and the Rules of the Ohio Supreme Court.

6A.2 Mandatory Forms:

By Rule of the Ohio Supreme Court, the Clerk shall provide packets titled "How to Get Domestic Violence Protective Order" including all instructions and forms to attorneys, pro se parties, domestic violence service agencies and other who request packets.

The forms have been adopted by the Ohio Supreme Court and by Rule of the Court, all Courts are required to use these forms in all protection order cases.

Forms are available at <http://www.sconet.state.oh.us/JCS/domesticviolence>

6A.3 Filing of Civil Protective Orders:

It shall be the responsibility of the attorney, party or authorized domestic violence service agency to file only such forms as are in compliance with ORC Sec. 3113.31 and as adopted by the Ohio Supreme Court.

6A.4 Limitations of the Responsibility of the Clerk and Staff:

It shall not be the responsibility of the Clerk or the Court staff to aid or advise attorneys, pro se parties, domestic violence service agencies or others as to the preparation or completion of Civil Protective forms.

6A.5 Hearings:

All civil protective matters shall be heard at such times as required by ORC Sec. 3113.31.

All hearings shall be scheduled and set by the Court. Requests for hearings shall be promptly and timely made so that hearings can be set within the time limits set by law.

RULE 7 – DEATH, UNAVAILABILITY OR WITHDRAWAL OF COUNSEL (Revised 7/24/15)

7.01 **Death or Unavailability of Counsel.** If counsel for a party dies or becomes unavailable due to illness, accident or other cause, the party shall have thirty (30) days in which to procure new counsel. If the party fails to procure counsel within thirty (30) days, or fails to request the Court for an extension, all pending actions shall be assigned as any other case.

7.02 **Withdrawal of Counsel.** An attorney shall be permitted to withdraw from an action only upon the attorney's request upon good cause shown with the consent of the court and upon such terms as the court shall impose.

1. The Court will generally not permit counsel to withdraw from any action within fourteen (14) days of a trial, final hearing, final pre-trial or evidentiary hearing.

2. The Court may permit counsel to withdraw upon written motion with written consent of the client-party and a prepared judgment entry showing approval by the client-party, the withdrawing counsel and the succeeding counsel. Notice shall be provided to all other parties consistent with the Ohio Rules of Civil Procedure.

3. The Court may permit counsel to withdraw upon written motion with written consent of the client-party and a prepared judgment entry showing approval by the client-party and the withdrawing counsel without the designation of the succeeding counsel only for good cause or when the interest of justice demands the withdrawal of counsel. Notice shall be provided to all other parties consistent with the Ohio Rules of Civil Procedure.

4. The Court may permit counsel to withdraw for good cause shown or when the interest of justice demands upon written motion without the written consent of the client-party after a hearing on the matter. Notice of the motion and hearing shall be provided to the client-party of the counsel seeking withdraw and all other parties consistent with the Ohio Rules of Civil Procedure.

5. If counsel for a party is permitted to withdraw the party shall have twenty-one (21) days in which to procure new counsel. If the party fails to procure counsel within twenty-one (21) days, or fails to request the Court for an extension, all pending actions shall be assigned as any other case.

RULE 8 - PRELIMINARY MOTIONS

All motions filed in any civil cases shall be submitted to the Court on brief or memoranda. When oral argument or testimony is desired, the motion shall contain a request for assignment for hearing.

In all motions directed to the Court, unless otherwise provided in the Rules of Civil Procedure, the failure of the party against whom a motion is directed to file a brief or memorandum in opposition within fourteen (14) days from the date of service of such motion, may be construed by the Court as an admission that the motion may be granted.

The Clerk shall not accept for filing any motion not accompanied by a brief or memorandum.

The Court, on its own motion, may set any motion for oral argument or testimony.

RULE 9 - PRE-TRIAL CONFERENCES

Unless waived by the Court, all cases when at issue shall be set for assignment conference. Such conference shall be held for the purpose of planning the progress of the case including completion of discovery, completion of medicals, assignment for pre-trial and assignment for trial.

On request of either party, any civil case shall be pre-tried within thirty (30) days of trial, to accomplish the objectives set forth in Rule 16 of the Civil Rules and counsel shall cooperate fully.

The parties if within the jurisdiction of the Court, and their respective counsel shall appear at each pre-trial session. A corporate party may appear by an officer or employee having knowledge of the subject matter of the case, a party who is insured concerning the claims of the case may appear by a claims representative or and/or the Attorney for his/her liability insurance company. If the party is essential to the conduct of the pre-trial, he may also be directed to appear. A party whose presence would otherwise be required may be excused by the Court from appearance in the event of illness, injury or other hardship as may be determined by the Court. All counsel attending such pre-trial shall have complete authority to stipulate matters of evidence, make admission, and have complete settlement authority.

At pre-trial, the Court shall have authority to decide any undetermined preliminary matter; to record any admission, stipulations or agreements; to hear and determine the case with consent of the parties; to make such findings, orders, judgments and decrees as may be warranted and proper under the circumstances and within the scope and spirit of this rule, including the consideration of any pending motions; to take other appropriate action if any or all of the parties and their respective counsel fail to appear at a duly assigned pre-trial.

At the pre-trial, the following shall be available to both the Court and other counsel with copies for each:

1. Supporting evidence for claims of special damages, including photographs, reports of physicians and any other proposed exhibits.
2. A list of names, identities and whereabouts of each witness expected to be called at trial, together with a brief statement of what counsel proposes to establish by the testimony of each witness.
3. A statement of the issues of law and citations to controlling authorities giving rise to any claims or defense expected to be raised at trial.
4. A request for a view of the scene if such request is to be made by the party.

If after the date of the pre-trial, any information becomes available to counsel which would have been required to have been disclosed at pre-trial, such as information shall be promptly furnished to opposing counsel and the Court prior to trial. The refusal or willful failure of any counsel to disclose any information required herein may render evidence on that point inadmissible at trial.

The Court may require counsel to furnish a trial brief as to any or all of the issues in the case at such time as the Court may designate.

Failure to comply with any portion of this rule may cause the imposition of sanctions under Rule 37 of the Civil Rules or the dismissal of any offending party's pleading.

RULE 10 - CONTINUANCES

(Revised 8/1/91)

When notice of trial, pre-trial, assignment conferences or any other proceeding requiring the personal appearance of counsel is filed with the Clerk, a motion for continuance shall be filed, if at all, within ten (10) days. Such motion shall comply with the requirements of CP. Sup. R. 7:

- (1) no continuance will be granted without a written motion;
- (2) the motion must state a particular reason which would constitute good cause;
- (3) the motion shall be endorsed by all litigants represented by counsel requesting the continuance as well as by counsel;
- (4) the motion shall be accompanied by a judgment entry reassigning the matter for a date and time when all other counsel are available and which is approved by the Court.

In all motions for a continuance because of illness of a party, witness or counsel, a letter from a doctor stating the cause and nature of such illness and the expected duration of incapacity shall be attached to such motion.

In all motions for continuance because of unavailability of a witness, counsel filing such motion shall attach an affidavit stating what material facts he expects to prove by such witness, the reason for such witness's unavailability, and when the witness will become available to testify. If the Court finds the testimony to be material and that due diligence has been used to procure such witness, a continuance will be granted unless the opposing party consents to the reading of such affidavit into evidence at trial as a deposition of the absent witness.

When a continuance is requested for the reason that counsel is scheduled to appear in another case assigned for trial on the same date, a copy of the trial assignment demonstrating the conflict must be attached to the motion. The case which was first assigned shall have priority and shall be tried on the date assigned, providing however, the criminal cases assigned for trial shall have priority over civil cases.

Any motion for continuance submitted later than the ten (10) day period specified will be granted only after a hearing which establishes good cause for the delay and prejudice to a party if such continuance would not be granted.

Any non-compliance with this rule will constitute good cause for the Court to proceed upon the originally scheduled date and time and, in its discretion, to dismiss the case, enter a default judgment, or proceed to hear the evidence and render final judgment.

RULE 11 - TRIAL

11.1 VOIR DIRE

Jury lists and juror questionnaires will be available in the Clerk's office for review of counsel the week prior to trial. Counsel should review questionnaires thoroughly. Voir dire examination shall be limited as follows:

1. The case may not be argued in any way while questioning jurors.
2. Counsel may not engage in efforts to indoctrinate jurors.
3. Jurors may not be questioned concerning anticipated instructions or theories of law.
4. Jurors may not be asked what kind of verdict they might return under any circumstances.
5. Questions covered in the jury questionnaire will not be permitted except to expand upon vague answers, or an answer which would indicate justification for removal for cause.
6. Questions are to be asked collectively of the entire panel whenever possible.

11.2 EXAMINATION OF WITNESSES

Only one counsel for each party will be permitted to examine a witness at trial. A witness once dismissed from the stand shall not again be called to further testify until all other testimony for the same party has been given except by order of the Court.

11.3 STIPULATIONS

Stipulations and private agreements of counsel or parties concerning the progress or management of any matter touching the case, not made in open Court will not be recognized unless the same is reduced to writing and signed by parties thereto.

11.4 FINAL ARGUMENT

In all trials, the time allowed for final argument will be thirty (30) minutes on each side, unless in unusual situations, in the interests of justice, the Court allows a longer time. The party who is entitled to make the opening argument shall be charged with 50% of his/her allotted time on opening argument, whether he uses it.

11.5 BRIEFS

Upon the conclusion of the evidence, the Court on its own motion, or upon motion of either party may order briefs to be filed. Briefs shall be submitted by the Plaintiff, or moving party within fourteen (14) days, and by the opposing party within fourteen (14) additional days thereafter. A reply brief shall be filed within seven (7) days thereafter if desired. Upon failure of either party to file a brief within time the cause may be disposed of at the discretion of the Court.

11.6 DEPOSITIONS

The cost of taking any deposition used at a trial for any purpose other than that of contradicting or impeaching the deponent shall be taxed as costs in the proceeding.

Video tape depositions shall comply with Sup. R. 12. When a deposition containing objections which are not waived is filed with the Court pursuant to Civil R. 30 (f)(1), it shall be accompanied by the officer's log of objections and a written transcript of the entire deposition. Video tape depositions containing objections and requests to rule on the objections shall be filed with the Court no later than one week before trial to allow the Court to rule on the objections and consider the means of editing the deposition, if necessary. The Court will provide rulings on such objections and editing instructions to counsel prior to the use of such deposition at trial.

RULE 12 - JURY COSTS

Jury demand shall be made pursuant to the Civil and Criminal Rules. Every person summoned as a regular juror shall be served at least 48 hours before the time he or she is to appear in Court to answer said summons.

If withdrawal of a jury demand is made following the summoning of jurors, the party requesting the withdrawal shall be assessed the costs of notifying such jurors that their services will not be required. In civil cases, if the request for withdrawal of a jury is agreed upon by more than one party, all consenting parties shall equally share such cost irrespective of the party prevailing at trial. Any juror who appears for service because of the inability to notify such juror shall be paid the per-diem fee for one-half day's service and such fee shall be chargeable as indicated heretofore.

In the event a panel of jurors appears for service and the trial is continued or postponed due to the failure of a party or his/her counsel to appear, such party shall be assessed the per-diem cost of the panel unless such failure to appear is the result of extreme emergency or conditions beyond the control of the party or counsel as the same may be determined by the Court.

After a jury has been demanded, unless the jury is waived in writing not less than seven (7) days prior to the date set for trial, the party who requested that jury, and thereafter within such seven (7) days waives same, shall pay all jury fees and expenses incurred as a result of such demand.

RULE 13 - CRIMINAL NEGOTIATIONS

(Revised 7/24/15)

The Court neither approves nor disapproves of plea bargaining as a tool to aid in the prompt and just disposition of criminal cases. However, any plea bargaining will be conducted subject to the following rules:

- (1) The Court will not participate in plea bargaining.
- (2) A negotiated plea involving the dismissal of any case or the reduction of any charge returned by the Grand Jury will be considered by the Court only at a hearing in open court and on the record. Any victim of the crime alleged shall be notified of such hearing and shall be afforded the opportunity to state on the record his/her position as to such negotiated plea. The complaining or investigating officer shall be notified of such hearing and shall be afforded the opportunity to state on the record his/her position as to such negotiated plea.
- (3) The Court will make no prior commitment with respect to the sentence to be imposed in any case other than to assure the parties he will give due consideration to all of the information available to the Court at the time of sentencing including the pre-sentence investigation, any victim-impact statement and any evidence presented otherwise at or prior to sentencing.

RULE 14 - JUDICIAL SALES

No confirmation of any sale by the Sheriff, or by any master or receive appointed by the Court, shall be entered within one week from the day of such sale, unless consented to by all parties interested.

In partition, no election to take, or the report of partition, shall be confirmed within one week from the filing of such report or election, unless the other co-tenants consent thereto.

In partition, the Court will allow at least 50% of the attorney's fees to plaintiff's attorney and may allow more on proper showing. The fee allowed on partition shall be as follows:

8% of the first	\$5,000.00
6% of the next	\$5,000.00
3% of the next	\$50,000.00
2% of the balance	

as general rule, but may be modified upon application and proper showing by any party.

RULE 15 - SURETY BONDS

No attorney or officer of the Court shall be accepted as bail or surety; nor shall any bond be approved having the name of such person thereon as surety.

RULE 16 - NOTARY PUBLIC

Every person (other than attorneys at law residing in Van Wert County) desiring to secure from the Judge of the Court of Common Pleas a certificate as to his or her qualifications and ability to discharge the duties of Notary Public shall secure written forms of applications prepared by said Judge and approved by the Van Wert County Bar association; and after answering all questions therein propounded concerning their qualifications to act as a Notary Public, submit the same to the Notary Committee of the Van Wert County Bar Association, and if said Application is approved or disapproved by a majority of said Committee, said certificate shall be presented to the Court for consideration. An applicant not receiving a favorable recommendation may personally appear before the Court. The Court will not approve an application of any person who has been unlawfully practicing law. All such written applications shall be prepared and executed in triplicate: One (1) copy retained by applicant; one (1) copy retained by the Notary Committee; and the original submitted to and retained by the Court.

If an applicant is seeking a renewal, this procedure may be dispensed with, unless the Notary Committee of the Van Wert County Bar Association has filed a protest against such reappointment.

RULE 17 - JUDGMENT ENTRIES

(Revised 8/1/91)

In any case in which a judgment, decree or orders is are made by the Court, except when the Court announces that an entry will be prepared by the Court, counsel for the prevailing party shall, within seven (7) days prepare and submit to opposing counsel a judgment entry accurately reflecting the Court's decision. After submission to opposing counsel, that counsel shall approve or reject same within seven (7) days, and if approved, immediately submit same to the Court.

If opposing counsel fails to approve same within the seven days provided, counsel shall submit the entry to the Court without the approval of opposing counsel. If opposing counsel rejects the entry he/she shall prepare an entry in accordance with his/her objections and submit same to counsel and the Court together with the rejected entry. If two conflicting entries are furnished to the Court the Court may sign either entry it deems a proper statement of the Court's decision, the Court may prepare its own entry without further submission to counsel for approval, or the Court may schedule a hearing to resolve the conflict.

If no entry is furnished to the Court within the time provided, the Court may dismiss the action for want of prosecution or make any other order as may be proper under the circumstances.

RULE 18 - DEFAULT JUDGMENT

(Revised 7/24/15)

In any action or proceeding commenced in this Court, if there shall be a default of any appearance by any party, the party seeking judgment by default shall file with the Court, attached to any such motion for default, an affidavit in compliance with the Service Members Civil Relief Act, 50 U.S.C. 501- 597, so that judgment can be entered as required therein.

Default judgments will be granted in accordance with Civil Rule 55. And in addition thereto, any motion for default judgment must recite that the moving party, either personally or through counsel, has not been contacted by the defaulting party, or if contact has been made, the extent of such contact. All motions for default judgment must be served upon the defaulting party and proof of service shall be noted thereon.

All motion for default judgment will be set for hearing at which hearing counsel of record are required to appear in person and present a prime facie case by affidavit or otherwise. Defaulting parties will be given at least seven (7) days notice of such hearing.

RULE 19 - COURT APPOINTED COUNSEL

All attorneys in private practice in Van Wert County with the exception of the Prosecuting Attorney, his/her assistants, the City Law Director, his/her assistants, and their associates shall be entered on the list of Counsel available for appointment. Any attorney shall be excused from such service upon written request made to the Court. Appointments shall be made by the Court on a rotating basis, except that appointments may be made out of rotation in order to avoid conflicts of interest, conflicts with counsel's schedule, conflicts with the Court's schedule, and in instances where the gravity of the offense requires counsel with greater experience than the person next on the list.

Assigned counsel shall receive compensation for professional services and shall be reimbursed for expenses in accordance with RC Sec. 2941.51. In all cases and upon the completion of the service, it shall be the duty of such assigned counsel to submit an itemized statement, in duplicate, of the services rendered and the time spent in connection with such services in the preparation and trial or other disposition of same, and any out-of-pocket expenses incurred therein. The Court, after due consideration of such statement, shall determine the amount of compensation within the statutory limit thereon, in accordance with schedule of fees adopted by the Board of County Commissioners of Van Wert County. No fees in excess of the maximums prescribed therein shall be approved unless prior to incurring such expenses, counsel shall make application to the Court and obtain prior approval therefore by judgment entry.

It is intended that counsel assigned to represent indigent defendants shall themselves investigate cases to which they have been assigned. In addition, the Office of the Ohio Public Defender has a staff of attorneys and investigators who can assist private appointed counsel and also the availability of psychologists, psychiatrists, social workers and other experts for use by private appointed counsel. Therefore, no co-counsel will be appointed nor will investigators or other experts be furnished except when the defendant has been charged with aggravated murder or murder and the Office of the Ohio Public Defender has declined, in writing, to furnish such assistance. In the event that investigators or other experts are allowed by the Court, the bills for same shall be filed with defense counsel's application for attorney fees and shall be paid as a part of counsel's expenses.

20.01 SELECTION OF ARBITRATORS

In all cases subject to arbitration, the members of the panel shall be appointed as follows”

- A. Counsel for the Plaintiff and Defendant shall furnish to the Assignment Commissioner the name of the member of the panel to be appointed by them respectively within thirty (30) days after the order to arbitration has been filed by the Court.
- B. If there is a failure of one or more parties to appoint one or more arbitrators then the Court shall appoint one or more arbitrators pursuant to O.R. C. Sec. 2711.04.
- C. The Judge to whom the case is assigned shall designate, within forty-five (45) days after the order to arbitration has been filed, the arbitration panel chairman and/or the third arbitrator.

20.02 HEARINGS; WHEN AND WHERE HELD; NOTICE

- A. Hearings shall be held at a place scheduled by the Court Assignment Commissioner. This provision shall not, however, limit the right of the arbitration panel to hold hearings in an appropriate place of their own choosing. No hearing shall be fixed for Saturdays, Sundays, legal holidays or evenings, except upon agreement of all parties and the arbitrators.
- B. Since sufficient time is available to the parties prior to the hearing date to settle or compromise a dispute once a hearing date is set, the hearing shall proceed forthwith at the scheduled time. There shall be no communications by counsel or the parties with the arbitrators concerning the merits of the controversy prior to the commencement of the hearing.

20.03 OATH OF ARBITRATOR

All persons designated as arbitrators shall be sworn prior to the commencement of their duties.

20.04 DEFAULT OF A PARTY

The arbitration may proceed in the absence of any party, who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of the party; the panel shall require the other party to submit such evidence as they may require for the making of an award. If neither party appears at the time set for the arbitration hearing, the award shall be one dismissing the action for want of prosecution subject to the right to recommence pursuant to law.

20.05 CONDUCT OF HEARING; GENERAL POWERS

- A. The three members of the panel shall be the judges of relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrators, of all the parties, except where any of the parties is absent, in default, or has waived the right to be present. In addition to oral testimony, the panel may receive the evidence of witnesses by affidavit, deposition, video-tape deposition, interrogatories, or written report and shall give it such weight as the panel deems is justified after consideration of any objections which may be made to such evidence. In the instance of affidavits and written reports, copies shall be furnished to counsel for all parties not less than two weeks in advance of hearing.
- B. Counsel shall, upon request and whenever possible, produce a party or witness at the hearing without the necessity of a subpoena.

20.06 SPECIFIC POWERS

The panel shall have the general powers of a Court, including, but not limited to, the following powers:

- A. Subpoenas: To cause the issuance of subpoenas to witnesses to appear before the Board and to request the issuance of an attachment according to the practice of the Courts for failure to comply therein
- B. Production of Documents: To compel the production of all books, papers, and documents which they shall deem material to the case.
- C. Administering Oaths; Admissibility of Evidence: To administer oaths of affirmations to witnesses, to determine the admissibility of evidence, to permit testimony to be offered by the depositions and decide the law and the facts of the case submitted to them.

20.07 SUPERVISORY POWERS OF COURT

The Judge of the general division of the Court of Common Pleas shall have full supervisory powers with regard to any questions that arise in all arbitration proceedings and in application of these rules.

20.08 WITNESS FEES

Witness fees shall be in the same amount as now or hereafter provided for witnesses in trials in the Common Pleas Court of Van Wert County, Ohio, which shall be taxed as costs.

20.09 TRANSCRIPT OF TESTIMONY

The arbitrators shall not be required to make a transcript of the proceedings before them. If any party shall desire a transcript, he shall provide a reporter and cause a record to be made. The party requesting the same shall pay the cost thereof which shall not be considered costs in the case. Any party desiring a copy of any transcript shall be provided with it by the reporter upon payment therefor, based upon the customary charges made.

20.10 REPORT AND AWARD

Within thirty (30) days after the hearing, the chairman of the panel shall file a written report and award with the Clerk of the Court of Common Pleas and on the same day shall mail or otherwise forward copies thereof to all parties or their counsel. In the event that all three members do not agree on the finding and award, the dissenting member may submit a written dissenting opinion to be filed with the majority report.

20.11 BINDING ARBITRATION REPORT AND AWARD: Entry of Judgment (Revised 7/24/15)

The report and award, unless rejected as hereinafter provided shall be final. If no rejection is made within the time limits and manner specified by these rules, the Court shall enter judgment in accordance therewith. After entry of such judgment, execution process may be issued as in the case of other judgments. Subsequent to the time for rejection, the judgment entry shall be submitted to the assigned Judge.

If a party desires to reject the report and award, notice of such rejection must be served upon all other parties and filed with the clerk within thirty (30) days after the report and award was filed with the Court. If the report and award of the Arbitrators is timely rejected by any party, the pleadings shall be amended and filed with the Clerk of Courts within fifteen (15) days following said rejection. Otherwise a judgment entry may be entered pursuant to R.C. Sec. 2711.09. Amended pleadings shall be served on all parties pursuant to the Rules of Civil Procedure.

20.12 NON-BINDING ARBITRATION REPORT AND AWARD: Entry of Judgment (Revised 7/24/15)

The report and award, unless accepted by all parties shall not be a final order of the court. If an acceptance by all of the parties is filed with Court, the Court shall enter judgment in accordance therewith. After entry of such judgment, execution process may be issued as in the case of other judgments. Subsequent to the time for rejection, the judgment entry shall be submitted to the assigned Judge.

If a party desires to accept the report and award, notice of such acceptance must be served upon all other parties and filed with the clerk within thirty (30) days after the report and award was filed with the Court. If the report and award of the Arbitrators is timely accepted by all parties, the pleadings shall be amended and filed with the Clerk of Courts within fifteen (15) days following said acceptance. Otherwise a judgment entry may be entered pursuant to R.C. Sec. 2711.09 or R.C. Sec. 2711.21 if applicable. Amended pleadings shall be served on all parties pursuant to the Rules of Civil Procedure.

20.13 COMPENSATION OF ARBITRATORS (Revised 7/24/15)

- A. Each panel member shall receive as compensation a fee of \$500.00. The Chair shall receive an additional \$100.00 (total of \$600.00) for time spent with scheduling, pre-arbitration conferences, and other time spent preparing for the case. If complex or unusual circumstances are involved a greater fee may be paid to all the arbitrators which may be approved by the Court upon written motion.

If the case is settled less than one business day before the scheduled hearing then a fee of \$100.00 shall be paid to each arbitrator. The Chair, or a sole arbitrator, shall receive \$150.00.

Arbitrators to be paid after the award is filed with the Clerk of Courts.

- B. **If Ordered by the Court** - To guarantee the arbitrators fees the plaintiff (s) shall deposit the sum of eight hundred dollars (\$800.00) with the Clerk of Courts within twenty (20) days of receipt of the assignment notice and the defendant (s) shall deposit a like sum of eight hundred dollars (\$800.00) within twenty (20) days of receipt of the assignment notice. If there are multiple defendants and they cannot agree as to their proportionate share of the deposit, upon proper motion, the Judge to whom the case is assigned shall order the apportionment. When it appears proper, the Court may order additional deposits.
- C. The chairman of the arbitration panel shall determine not less than five (5) days prior to the hearing that the proper deposit has been made. If no deposit has been made by one or both sides, the chairman shall through the Assignment Commissioner schedule a show cause hearing before the Judge to whom the case is assigned to determine why the plaintiff(s) and/or the defendant (s) should not be held in contempt for failure to file the required deposit.
- D. Payment of fees shall be authorized by the Judge to whom the case is assigned by Court Entry on a form to be provided by the Court.

20.14 Compatibility with R.C. 2711

(revised 7/2415)

Nothing in this rule with shall be interpreted to be incompatible with Revised Code Section 2711 and if found to be incompatible that portion thereof shall be reformed to conform with Revised Code Section 2711.

A. REFERRAL TO ARBITRATION

1. Any civil case in whole or part may be referred by the Court for mandatory arbitration excluding actions involving title to real estate, equitable relief, appeals, and medical malpractice, and actions where the amount in controversy (exclusive of costs & interest) exceeds \$50,000 for each party.
2. The parties may agree to arbitrate matters excluded from mandatory arbitration.
3. The amount in controversy is determined by the judge at pretrial and may differ from the amount claimed. A determination of the amount in controversy is a preliminary estimate by the judge and does not limit the amount of any award the arbitrator (s) may make.
4. Valid objections to the arbitration must be raised by written motion filed no later than 10 days from the mailing of notice of assignment of the case to arbitration.

B. APPOINTMENT OF ARBITRATORS

1. Arbitration panel shall be appointed by the Court and shall consist of three attorneys or other qualified persons unless the parties agree to a single arbitrator.
2. The panel shall not consist of more than one attorney from any partnership or other association.
3. All conflicts of interest must be monitored by the attorneys. No arbitrator shall have an interest in the case or a relationship with any party or any attorney in the case, which would in any way interfere with an impartial consideration of the case.
4. Objections to any arbitrator must be raised by written motion filed no later than 10 days from the mailing of notice of assignment of the arbitrators to a case.

C. DEPOSIT - IF ORDERED BY THE COURT

1. Upon the case being assigned to arbitration, and no later than 15 days prior to the date set for arbitration before the arbitrators, the plaintiffs and defendants must each deposit with the Clerk \$800.00 (total of \$1600.00) as security for the payment of the arbitrators "IF ORDERED BY THE COURT. " If there is only one arbitrator, the plaintiffs and defendants shall each deposit \$ 300.00 (total of \$600.00) with the Clerk. This amount may be increased by the Court if arbitration for some unexpected reason lasts longer than three hours. Failure to timely make the arbitration deposit may result in sanctions being imposed, including dismissal of the action or a default award.
2. In the event a party is unable due to poverty to make the payment for arbitrators' fees, the party may file a motion and affidavit in *forma pauperis*.

D. SCHEDULING THE HEARING

1. The Court or Chair of the panel shall set the dates for hearing and shall be responsible for providing notice to the other arbitrators and the parties as to the time and place of the hearing. An arbitration date shall be promptly set during normal court days and hours. In no event shall the arbitration hearing be set later than the arbitration date set in the court's pretrial order, or if none, the trial date.
2. After any date has been scheduled for a hearing, the Chair may, without consent of the Court, allow for one rescheduling or continuance of the hearing not beyond the date set in the pretrial Order. Any further continuances must be with the approval of the judge assigned to the case. With any continuance the requesting counsel shall contact and reschedule with the arbitrators and other counsel the new arbitration date.
3. Hearings shall be held at the Court facilities unless counsel and the panel agree otherwise.

E. PRE-HEARING MATTERS

1. Before hearing a case, the arbitrators must be sworn by a person with authority to administer oaths to justly and equitably consider all matters submitted to them.
2. Counsel and parties are strictly forbidden to communicate with the arbitrator concerning the merits of the controversy except during the course of hearings being held in the presence of all parties.
3. No offers of settlement shall be disclosed to the arbitrators prior to the filing of the report and award.
4. The parties may at any time prior to final judgment agree to waive the right of appeal if done so in writing and approved by the arbitrators.
5. The parties may stipulate to any matter regarding summary arbitration.

F. ARBITRATION PACKET

One week prior to the arbitration hearing, the parties shall submit to each arbitrator and the opposing party a memorandum not exceeding 10 pages stating the legal and factual positions of the parties, together with an organized packet containing documentary exhibits the party intends to offer at the hearing. If a party fails to deliver a copy of a documentary exhibit, the arbitrators may refuse to receive the exhibit in evidence. The original documents shall not be held by the arbitrators.

G. HEARING PROCEDURE

1. The arbitration hearing length shall be 2 hours, one hour for each side. Additional time may be allotted by the chair if the case is very complex, or there are additional parties.
2. Conformity to the Rules of Evidence is not required. All objections to the introduction of evidence shall be ruled upon with the presumption that if the evidence is relevant and material it shall be admitted.

3. Admissibility of evidence shall be determined by the panel. The panel may consider affidavits or written reports and give such the weight the panel feels is proper.
4. If any party fails to appear for any hearing, the panel may proceed to take testimony.
5. Counsel should not rely upon subpoenas to produce a party or witness, however, when necessary, the panel has the power to authorize the issuance of subpoenas, to compel the production of documents, to administer oaths.
6. The panel is not responsible to generate a transcript of the proceedings. Any party desiring a transcript shall make arrangements for a court reporter and cause such transcript to be prepared at the requester's expense. The party requesting the court reporter shall pay the reporter in advance.
7. The Common Pleas Judge shall have full supervisory powers with regard to any questions that arise in all arbitration proceedings and in application to these rules.

H. THE AWARD

1. If two members of the three member panel agree, then the award shall be signed by all panel members on forms analogous to jury verdicts as adopted by the Court. If one of the three members does not agree on the findings or award, the dissenting member shall write the word "dissents" before his or her signature.
2. The award may, but need not recite findings of fact or law at the discretion of the arbitrators.
3. The arbitrators shall file the award with the Clerk of Courts promptly following the close of the hearing and in any event not more than 7 days following the close of the hearing. The Court shall cause the service of a file stamped copy of the award on all parties or their counsel to the last known address as provided to the Court in the case.
4. Following the filing of the award the arbitrators may, but are not required to, discuss their rational for the award with the parties.
5. The award shall state clearly the name or names of the prevailing party or parties, the party or parties against whom it is rendered, and the sum of money awarded, if any. The award shall specify which party shall pay the costs of the action and whether interest is awarded. If interest is awarded, the award shall separately state that amount.
6. The prevailing party may submit a proposed Judgment Entry that is in conformity with the arbitration award.
7. Unless a party has filed with the clerk and with service upon all parties a demand for trial *de novo* within 30 days following the filing of the award, the award shall become the judgment of the Court and shall have the same force and effect as a judgment of the Court in any other civil action.

I. APPEAL PROCEDURE

1. Any party may appeal the award to the Court if, within thirty days after the filing of the award with the Clerk of the Court, he files a "Demand for a Trial *De Novo*" with the Clerk of Courts and serves a copy thereof on the adverse party or parties accompanied by an affidavit that the appeal is not taken for delay. The "Demand for Trial *De Novo*" shall be accompanied by a check made payable to the other party or his/her attorney in an amount equal to the deposit made by the other party for Arbitration Fees if any. The "Demand for trial *De Novo*" shall not be deemed timely filed unless said payment accompanies the Demand.
2. The appealing party shall reimburse the other party or parties their portion of the arbitration fee if any.
3. If an appeal is filed, the case will be set for trial *de novo*.
4. Panel members are not permitted as witnesses at the trial resulting from the appeal and no mention will be made of the arbitration or the results to a jury.
5. Exceptions to the decision of the board or single arbitrator based on either misconduct or corruption of the board or single arbitrator may also be filed by any party within thirty days after the filing of the report, and, if sustained, the report shall be vacated.

J. COMPENSATION OF THE ARBITRATORS (Revised 7/24/15)

1. Each panel member shall receive as compensation a fee of \$500.00. The Chair shall receive an additional \$100.00 (total of \$600.00) for time spent with scheduling, pre-arbitration conferences, and other time spent preparing for the case. If complex or unusual circumstances are involved a greater fee may be paid to all the arbitrators which may be approved by the Court upon written motion.
2. If the case is settled less than one business day before the scheduled hearing then a fee of \$100.00 shall be paid to each arbitrator. The Chair, or a sole arbitrator, shall receive \$150.00
3. Arbitrators to be paid after the award is filed with the Clerk of Courts.

OATH OF ARBITRATOR

I, _____, being duly appointed to act as an arbitrator for the Van Wert County Court of Common Pleas, Van Wert County, Ohio, do hereby swear that I will justly and equitably consider all matters submitted to me as an arbitrator, and that I will not communicate with any party concerning the merits of the controversy except during the course of the hearing being held in the presence of all parties or after the filing of the award of the arbitrators with the Clerk of Courts.

ARBITRATOR

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

NOTARY PUBLIC

My Commission Expires: _____

RULE 22 - MAGISTRATE

22.01 APPOINTMENT

Magistrates may be appointed by the Court and serve as provided by Civil Rule 53.

22.02 MATTERS HEARD

A magistrate shall hear any trial or hearing which is referred to the magistrate on any issue or issues as to which either no jury right attaches or as to which such jury right has been waived. Trials or hearings may also be heard by a magistrate as to any issue submitted by consent of the parties.

22.03 TRIAL PROCEDURE

Trials and hearings before the magistrate will be conducted in accordance with all applicable rules and statutes governing the Courts of Ohio and this Court. A record will be made of any proceedings before the magistrate only if a request is made therefor in writing and filed and served upon the Court Reporter seven (7) days prior to hearing.

22.04 MAGISTRATE'S DECISION

A magistrate will issue a decision after the trial or hearing in accordance with civil Rule 53; however, the magistrate may require briefs, proposed findings or other memoranda be submitted by counsel prior to the issuance of the report.

22.05 OBJECTIONS TO MAGISTRATE'S DECISION

Objection and memoranda in support thereof to the magistrate's decision may be filed by any party within fourteen (14) days pursuant to Civil Rule 53(E)(2). Memoranda Contra may be filed within seven (7) days of the filing of such objections, no hearing will be had on any objections unless specifically ordered by the Court.

The fourteen (14) day time limit established by civil Rule 53(E)(2) for the filing of objections may only be extended by the Court and only upon written application therefor supported by an affidavit stating facts indicating good cause for an extension. If a transcript of the trial or hearing is necessary to support objections, the transcript must be filed by the moving party within thirty (30) days after the filing of objections unless the Court, in writing, extends the time.

A request for a transcript shall be submitted to the Court Reporter within three (3) days after the filing of said objections. The cost of a transcript shall be taxed as costs, and deposited at the time of the request.

RULE 23 - CHILD SUPPORT ENFORCEMENT AGENCY

23.01

The Child Support Enforcement Agency, through its Director, shall supervise the enforcement of orders for support and alimony issued in accordance with the statutes of the State of Ohio and the Civil Rules of Procedure.

23.02

The Child Support Enforcement Agency, through its Director, shall have all the power and authority provided by law including, but not limited to, the determination of whether any failure to comply with the Court order is of such nature that it would constitute substantial compliance with the Order or whether it is due to circumstances beyond the control of the Obligor, the receiving of complaints, the requesting of parties to appear for interviews, filing all necessary actions to secure payment of support; and deduction from income or assets in all cases including actions brought under the Uniform Reciprocal Support of Dependents Act.

23.03

The Agency may hold Administrative Reviews as provided in R.C. Sec. 3119...74. And may submit voluntary written agreements of the parties to the Court in order to correct arrearages and facilitate in obtaining voluntary orders.

23.04

The Child Support Enforcement Agency may hold Administrative hearings or reviews for the Finding of Fact when a request for arrearage information has been requested by the Consumer Reporting Agency as set out in Sec. 2301.353 O.R.C. and shall prescribe a reasonable fee to be paid by the Consumer Reporting Agency at the time of the request.

RULE 24 - CASE MANAGEMENT (REVISED 4/14/17)

1. PURPOSE

The purpose of this rule is to establish as required by the Supreme Court of Ohio, pursuant to C.P. Sup. R. 9, a plan for the prompt and fair disposition of all civil, criminal and domestic relations cases, provide an efficient means of controlling the flow of cases and save time by providing the members of the bar with information as to the Court's practices and procedures.

II. GENERAL PROVISIONS

- A. Upon the filing of any new case or the reactivation of any old case, The Clerk of Courts will furnish the Court with a new docket sheet noting the initial filing, together with a copy of all papers filed.
- B. **FAILURE OF SERVICE.** If service is not complete within six months, pursuant to Civ. R. 4(E), notice will be served on plaintiff's counsel directing that unless service is obtained within fourteen (14) days, the case will be dismissed. Fourteen (14) days after such notice, the action will be dismissed if service has not been obtained.
- C. **SUMMARY JUDGMENT.** Upon the filing of a motion for summary judgment, the Court may issue a notice fixing a hearing date. The opposing party will have fourteen (14) days from the date of the notice or if there is no notice from the date of the filing of the motion for summary judgment to file a response and/or a counter motion for summary judgment. Oral arguments shall be considered waived and the motion submitted at the expiration of the time period provided or any extension granted in writing by the court. In any memorandum accompanying such motion, counsel shall refer to specific paragraphs, lines, and pages of any pleading, interrogatories, affidavits, depositions or other documentary evidence which counsel wishes the court to consider.
- D. **CONTINUANCES.** See Local Rule 10
- E. **DEFAULT.** See Local Rule 18
- F. **JUDGMENT ENTRIES.** See Local Rule 17
- G. **MOTIONS.** See Local Rule 8
- H. **PRE-TRIALS.** See Local Rule 9

III. CIVIL CASES

A. At the end of the first calendar month more than thirty (30) days after an action is commenced by the completion of service of process, the Court will take the following steps:

- (1) **DEFAULT** - Where a responsive pleading has not been filed and no action has been taken by plaintiff's attorney to commence default judgment proceedings, the Court will serve notice on the plaintiff's counsel to either proceed with default judgment or dismiss the action. If no further action has been taken after fourteen (14) days, the Court will dismiss the action for want of prosecution.

- (2) ADMINISTRATIVE APPEAL - If the matter is an administrative appeal, notice will be given within thirty (30) days of the original filing as to a briefing schedule. Oral argument will be considered waived unless a written request for such argument is filed not later than seven (7) day before the matter is considered submitted. The matter will be considered submitted without oral argument at the close of business on the last day provided in the notice for the filing of briefs.
- (3) ASSIGNMENT CONFERENCES - In all other cases where a responsive pleading has been filed, the Court will schedule an assignment conference. The Court will schedule further assignment conferences every ninety days until the matter is scheduled for trial. At the initial assignment conference, all counsel of record must be present in person. At the assignment conference, the Court will expect counsel to be prepared to discuss any aspects of the management of the case toward the end of establishing a firm trial date or other disposition of the case. Counsel shall have with them at such conference their daily calendar. The Court may enter any appropriate orders at such conference which will aid in the disposition of the case.

B. TELEPHONE CONFERENCES. No assignment conference or pre-trial may be conducted by telephone without the express permission of the court. If permission is granted to conduct a conference by telephone, it shall be the responsibility of the party requesting it to make all arrangements for a conference call including all counsel of record and the Court at the designated time.

C. SETTLED CASES. Upon settlement of any action, counsel will immediately notify the Court of such settlement and present a judgment entry terminating the case for approval within fourteen (14) days. If a termination entry has not been received by the Court within fourteen (14) days, the Court will either assign the matter for a hearing on enforcement of settlement or dismiss the case without prejudice and other than on the merits. At any hearing on enforcement of settlement, all counsel of record and all parties are required to be present.

D. BANKRUPTCY. If any party to any pending civil litigation files a proceeding in the U.S. Bankruptcy Court which results in a stay of this Court's proceedings, counsel for such party shall immediately file with the Court a notice of same with an attached file stamped copy of either the petition or stay order. Counsel for such party shall further immediately notify the Court and opposing counsel of any action by the Bankruptcy Court which would permit this Court to proceed in the case.

IV. CRIMINAL CASES

A. GRAND JURY. The Grand Jury of this county will convene on first Thursday of each month at 8:00 A.M. and such other times as requested by the Prosecuting Attorney or ordered by the Court.

B. BINDOVERS. Criminal cases bound over to the Court on which no action is taken by the Grand Jury within sixty (60) days shall be dismissed forthwith without prejudice. If the complaining witness's testimony is not available, the case may be continued by the Court, upon application of the Prosecuting Attorney made prior to the expiration of the sixty day period referred to above, for a definite time.

C. ARRAIGNMENT. Arraignment will be scheduled at the time of the filing of the indictment. Any defendant not known to the Court to be represented by counsel shall have a public defender appointed, pursuant to Local Rule 19, to stand by to represent the defendant at arraignment.

D. PRE-TRIAL. At the time of arraignment an initial pre-trial will be scheduled. Such pre-trial will be for the purpose of establishing time limits for discovery, motion hearings, further pre-trials and setting a trial date. Prior to the establishment of a trial date, pre-trials will be conducted at least every thirty days. At all pre-trials, the defendant is required to be present. If the defendant is incarcerated, it is the responsibility of defense counsel to take any necessary or appropriate steps to secure the attendance of the defendant.

E. DISCOVERY. The Prosecuting Attorney shall have available at arraignment an information packet which shall include all discoverable material provided in Criminal Rule 16(B) (1). The receipt of the information packet by counsel for the defendant shall automatically constitute a demand for discovery by the defendant pursuant to Criminal R. 16 (A), and shall further obligate the defendant to provide reciprocal discovery to the Prosecuting Attorney of all discoverable material provided in Criminal Rule 16 (C) (1). The furnishing of any discovery pursuant to this rule or otherwise obligates each party to a continuing duty to disclose pursuant to Criminal Rule 16 (d).

F. PLEA NEGOTIATIONS. See Local Rule 13.

G. POST CONVICTION RELIEF. Upon the filing of any motion for post-conviction relief, the Court will schedule the matter for either a pre-trial, a hearing on the merits, or if appropriate, dismiss the matter without a hearing.

V. DOMESTIC RELATIONS CASES

A. GENERAL. The provisions of Local Rule 6 and APPENDIX A, "Court's Standard Rules of Custody and Visitation" will remain in full force and effect and apply to all domestic relations cases.

RULE 25 - MEDIATION (effective 1/1/07)

Introduction

The Van Wert County, Ohio Court of Common Pleas adopts Local Rule 25 effective January 1, 2007. Through Local Rule 25 the Court incorporates by reference the R.C. 2710 “Uniform Mediation Act (UMA), R.C. 3109.052 Mediation of Differences as to Allocation of Parental Rights and Responsibilities and Rule 16 of the Supreme Court of Ohio Rules of Superintendence.

(A) Definitions

All definitions found in the “Uniform Mediation Act” (UMA) R.C. 2710.01 are adopted by this court through the local rule including, but not limited to the following:

- (1) “Mediation” means any process in which a mediator facilitates communication and negotiation between the parties to assist them in reaching a voluntary agreement regarding their dispute.
- (2) “Mediator” means an individual who conducts mediation.
- (3) “Mediation Communication” means a statement, whether oral, in a record, verbal or nonverbal, that occurs during a mediation or is made for purposes of considering, conducting, participating in, initiating, continuing, or reconvening a mediation or retaining a mediator.
- (4) “Proceeding” means either of the following:
 - a. Judicial, administrative, arbitral or other adjudicative process, including related pre-hearing and post-hearing motions, conferences, and discovery;
 - b. A legislative hearing or similar process.

(B) Purpose

To promote greater efficiency and public satisfaction through the facilitation of the earliest possible resolution for the disposition of cases through the use of mediation. To accomplish this goal, court sponsored mediation through a “mediator”, has been established.

(C) Scope

At any time any action under the jurisdiction of this court may be referred to mediation by agreement of the parties or by order of court.

(D) Case Selection

(1) Referral Process

The court, on its own motion, or the motion of any of the parties may refer disputed issues to mediation in whole or in part by “Notice of Scheduled Mediation” which shall, at a minimum indicate the date, time, place and contact information of the mediation. All parties and counsel shall advise the assigned judge or magistrate of any domestic violence allegations known to them to exist or to have existed in the past, or which become known to them following entry of the order but before conclusion of all mediation proceedings, which allegations involve any two or more persons whose attendance is required by the referral order.

(2) Eligibility of Cases

The mediator will determine the eligibility and appropriateness of each referral prior to the commencement of the mediation process and may decline any referral(s) deemed inappropriate.

(E) Procedures

In accordance with all applicable provision of this rule, if a case is deemed appropriate by the mediator, mediation will be scheduled. A mediator may meet with the parties individually prior to bringing the parties together for any reason including, but not limited to further screening. A mediator may schedule multiple mediation sessions, if necessary and mutually acceptable for the resolution of the issues in part or in their entirety.

(1) The court shall utilize procedures for all cases that will:

- *Ensure that parties are allowed to participate in mediation, and if the parties wish, that their attorneys and other individuals they designate are allowed to accompany them and participate in mediation.*

Screen for domestic violence both before and during mediation.

- *Encourage appropriate referrals to legal counsel and other support services for all parties, including victims of and suspected victims of domestic violence.*

Rule 16 (B)(1)(c):

The mediator will create a brochure to be displayed in public areas and have available by mediators and other staff to distribute to clients as appropriate. The brochure will include 1) local attorney referral contact information, 2) information regarding Children Services and 3) resource information for local domestic violence prevention, counseling, substance abuse and mental health services.

- *Prohibit the use of mediation in any of the following:*
 - *As an alternative to the prosecution or adjudication of domestic violence;*
 - *In determining whether to grant, modify or terminate a protection order;*
 - *In determining the terms and conditions of a protection order; and*
 - *In determining the penalty for violation of a protection order.*

Nothing in this division of this rule shall prohibit the use of mediation in a subsequent divorce or custody case even though that case may result in the termination of the provisions of the protection order.

(2) Mediation of allocation of parental rights and responsibilities or the care of, or visitation with, minor children or delinquency or status offense cases shall abide by all provisions set forth in (E)(1) of this rule, mediation may proceed, when violence or fear of violence is alleged, suspected, or present, only if the mediator has specialized training set forth in "Qualifications" section (H) of this rule and all of the following conditions are satisfied:

- *The person who is or may be the victim of domestic violence is fully informed, both orally and in writing, about the mediation process, his or her right to decline participation in the mediation process, and his or her option to have a support person present at mediation sessions.*

- *The parties have the capacity to mediate without fear of coercion or control.*
- *Appropriate procedures are in place to provide for the safety of the person who is or may be the victim of domestic violence and all other persons present at the mediation.*

Rule 16(B)(2)(c):

The Court requires court personnel to meet on a regular basis with the mediator to co-ordinate and to discuss safety enhancement issues that pertain to mediation including, but not limited to building entry and exits, magnetometers, security personnel available during mediation sessions, room location and emergency contact information.

- *Procedures are in place for the mediation to terminate mediation if he or she believes there is a continued threat of domestic violence or coercion between the parties.*

Rule (B)(2)(d):

The Court requires all mediators to whom it refers cases to use established procedures to terminate mediation if the mediator believes there is continued threat of domestic violence or coercion between the parties. If a decision is made it should be final. Each party must be informed of the termination of the mediation, safety planning and next steps separately in caucus.

- Procedures are in place for issuing written findings of fact, as required by R.C. 3109.052, to refer certain cases involving domestic violence to mediation.

(3) Party/Non-Party Participation

- Parties to informal cases may voluntarily attend mediation sessions.
- Parties who are ordered into mediation in formal cases shall attend scheduled mediation sessions. The Court may order parties to return to mediation at any time in formal cases. Fees may be assessed for non-attendance.
- A judge, magistrate and/or mediator may require the attendance of the parties' attorneys at mediation sessions if the mediator deems it necessary and appropriate.
- If counsel of any party to the mediation becomes aware of the identity of a person or entity whose consent is required to resolve the dispute, but has not yet been joined as a party in the pleadings, they shall promptly inform the mediator as well as the assigned judge or magistrate.
- If the opposing parties to any case are 1) related by blood, adoption, or marriage; 2) have resided in a common residence; or 3) have known or alleged domestic violence at any time prior to or during the mediation, then the parties and their counsel have a duty to disclose such information to the mediator and have duty to participate in any screening required by the court.
- By participating in mediation a nonparty participant, as defined by R.C. 2710.01(D), agrees to be bound by this rule and submits to the court's jurisdiction to the extent necessary for enforcement of this rule. Any nonparty participant shall have the rights and duties under this rule attributed to parties except as provided by R.C. 2710.03(B)(3) and 2710.04(A)(2).

(4) Confidentiality/Privilege

All mediation communications related to or made during the mediation process are subject to and governed by the "Uniform Mediation Act" (UMA) R.C. 2710.01 to 2710.10, R.C. 3109.052 the Rules of Evidence and any other pertinent judicial rule(s).

(5) Mediator Conflicts of Interest

In accordance with R.C. 2710.08(A) and (B), the Mediator assigned by the Court to conduct a mediation shall disclose to the mediation parties, counsel, if applicable, and any nonparty participants any known possible conflicts that may affect the Mediator's impartiality as soon as such conflict(s) become known to the Mediator. If counsel or a mediation party requests that the assigned Mediator withdraw because of the facts so disclosed, the assigned Mediator should withdraw and request that the assigned Judge or Magistrate appoint another Mediator from the list of qualified Mediators that is maintained by the Court. The parties shall be free to retain the mediator by an informed, written waiver of the conflict of interest(s).

(6) Termination

If the assigned mediator determines that further mediation efforts would be of no benefit to the parties, he or she shall inform all interested parties and the Court that the mediation is terminated using the procedure required by this court.

(7) Stay of Proceedings

All remaining court orders shall continue in effect. No order is stayed or suspended during the mediation process except by written court order. Mediation shall not stay discovery, which may continue through the mediation process in accordance with applicable rules, unless agreed upon by the parties and approved by the judge or magistrate assigned to the case.

(8) Continuance

It is the policy of this court to determine matters in a timely way. Continuance of scheduled mediations shall be granted only for good cause shown after a mutually acceptable future date has been determined. The case may be continued by the mediator, the Judge or Magistrate who referred the case. Except as authorized by the court, the existence of pending motions shall not be good cause for a continuance and no continuance will be granted unless the mediation can be scheduled prior to the final pretrial. If a continuance of a scheduled mediation is requested and the proposed new date is within 45 days of the initial referral to mediation, then the request shall be made to the mediator, with proper notice to all parties. If the requested date is more than 45 days after the referral to mediation, then the request must be made to the Judge or magistrate assigned to the case.

(9) Guardian Ad Litem

A guardian ad litem for the child shall be appointed by the court in all cases involving a child who was the subject of a prior abuse or neglect action, in all cases where one of the parties was the perpetrator of an act which resulted in an adjudication that any other child was abused or neglected and in other cases where the mediator believes it to be in the best interest of the child. A guardian ad litem appointed in these cases shall participate in mediation.

(10) Mediation Memorandum of Understanding

The assigned mediator, parties or counsel, if applicable, as agreed by the parties, may immediately prepare a written memorandum memorializing the agreement reached by the parties. The "Mediation Memorandum" may be signed by the parties and counsel (if the "Mediation Memorandum" is signed it will not be privileged pursuant to R.C. 2710.05 (A)(1)). The written order of the court after review and approval by the parties and their attorney, if applicable. No oral

agreement by counsel or with parties or an officer of the court will be regarded unless made in open court.

(11) Mediator Report

At the conclusion of the mediation and in compliance with R.C. 2710.06 the court shall be informed of the status of the mediation including all of the following:

- Whether the mediation occurred or was terminated;
- Whether a settlement was reached on some, all or none of the issues; and
- Attendance of the parties.
- Future mediation session(s), including date and time.

(F) Qualifications

To be court approved mediator the following qualifications apply:

(1) General Qualifications and Training.

A mediator employed by the division or to whom the division makes referrals for mediation of allocation of parental rights and responsibilities, the care of, or visitation with, minor children, abuse, neglect and dependency, or juvenile perpetrated domestic violence cases shall satisfy all of the following:

- a. Possess a bachelor's degree, or equivalent education or experience as is satisfactory to the division, and at least two years of professional experience with families. "Professional experience with families" includes mediation, counseling, casework, legal representation in family law matters, or such other equivalent experience satisfactory to the division.*
- b. Complete at least twelve hours of basic mediation training or equivalent experience as a mediator that is satisfactory to the division.*
- c. After completing the above training, complete at least forty hours of specialized family or divorce mediation training which has been approved by the Dispute Resolution Sections of the Supreme Court.*

(2) Specific Qualifications and Training: Domestic Abuse

A mediator employed by the division or to whom the division makes referrals for mediation of any case shall complete at least fourteen hours of specialized training in domestic abuse and mediation through a training program approved by the Ohio Supreme Court Dispute Resolution Section. A mediator who has not completed this specialized training may mediate these cases only if he/she co-mediate with a mediator who has completed the specialized training.

(G) Fees and Costs

Mediation is sponsored by the Court and is available to the parties at no cost. A party who fails to attend Court ordered Mediation may be assessed a fee.

(H) Sanctions

If any individual ordered by the court to attend mediation fails to attend mediation without good cause, the court may impose sanctions which may include, but are not limited to, the award of attorney's fees and other costs, contempt or other appropriate sanctions at the discretion of the assigned Judge or Magistrate.

(I) Model Standards

Mediators providing services for the court shall comply with the Model Standards of Practice for Family and Divorce Mediation, and the Special Policy Considerations for the State Regulation of Family Mediators and Court Affiliated Programs as set forth in Rule 16 of the Supreme Court of Ohio Rules Superintendence for the Courts of Ohio.

RULE 26 - EXHIBIT, DEPOSITION, TRANSCRIPT RETENTION (effective 9/20/12)

A. SCOPE OF RULES

- a. These Rules shall be applicable only for those actions wherein an appeal from the trial court is not pending, and the exhibits, deposition, and transcripts of the case remain filed with the Common Pleas Court after the conclusion of litigation, including times for direct appeals.
- b. Criminal Cases
 - i. All records and exhibits in criminal cases shall be maintained by the Court until all of the following:
 1. All appeals have been exhausted
 2. Trial results in an acquittal
 3. Defendant is released from jail or prison on these charges
 4. Defendant is released from Community Control, Post Release Control, or parole on these charges
 5. Death of the Defendant.
- c. Civil and Domestic Cases
 - i. All records and exhibits in civil and domestic relations cases shall be maintained until the case is settled by the parties or until time for all appeals has expired.
- d. In the event that an exhibit is a valuable item, the Court Reporter may substitute an authenticated photograph of the exhibit and allow the actual item to be returned to the party submitting it after notice is given to all parties and no objection to the substitution of a photograph is received within sixty (60) days of the date of the notice.

B. SERVICE OF NOTICE

- a. All notices required by these rules to be served upon a party in an action shall be sent in writing by mail, fax or email to the party's attorney-of-record at his or her last known business address, or if there is no attorney then to the party at their last known address.
- b. Service of this notice shall be deemed complete for purposes of these Rules upon the **sending** of the notice.

C. RETURN OF EXHIBITS, DEPOSITIONS OR TRANSCRIPTS

- a. The Court Reporter will notify the party that tendered the exhibits, depositions, or transcripts in writing that the party may retrieve the exhibits, depositions, or transcripts within sixty (60) days from the date of the written notification
- b. The written notification required in this rule will inform the party that tendered the exhibits, depositions, or transcripts that the exhibits, depositions or transcripts will be destroyed, or otherwise disposed of, if not retrieved within sixty (60) days of the notification.

- c. The written notification required in this rule will inform the party that tendered the exhibits, depositions, or transcripts of the location for retrieval of the exhibits, depositions, or transcripts.
- d. If the party that tendered the exhibits, depositions, or transcripts does retrieve the exhibits, depositions, or transcripts that party will execute a receipt showing that the items have been returned to them.
- e. If the party that tendered the exhibits, depositions, or transcripts does not retrieve the items within sixty days from the date of the written notification, the exhibits, depositions, or transcripts shall be disposed of as provided for in these rules.
- f. A notice of disposal of exhibits, depositions, or transcripts, whether by the Court or retrieval by a party, shall be filed with the Clerk of the Common Pleas Court.
- g. EXTENSION: Extensions of time for retrieval of exhibits, depositions, or transcripts may be made on an individual basis.

RULE 27 – TRANSCRIPTS (effective 9/20/12)

1. Written transcripts

- a. Any attorney-of-record who desires a written transcript of proceedings for appellate purposes shall file his or her request in writing with the Court Reporter responsible for said preparation.
- b. Said request shall state whether it shall be a complete transcript or a partial transcript. If a partial transcript, the request shall specifically describe which part of the proceeding are to be included.

2. Delivery of Transcripts

- a. No written transcript shall be delivered to any person other than the requesting attorney or the Clerk of the Court of Appeals.
- b. Court Reporter shall not be required to prepare a transcript, other than indigent criminal appeals, until there is deposited with the Clerk of the Common Pleas Court, a sum equal to the estimated cost thereof. In the event the deposit is not sufficient to cover the entire cost of the transcript, the additional amount shall be added to the deposit before the transcript is filed with the Court or delivered to the party ordering it. The Clerk shall pay to the Court Reporter the amount due for the transcript upon the filing of the transcript with the Court or notice that it has been delivered to the party requesting it. In the event that the deposit exceeds the cost of the transcript, the unused portion thereof shall be returned by the Clerk to the party ordering and paying for the transcript.
- c. Written transcripts are to be originals or certified copies. To facilitate scanning, all transcripts are to be single sided on 8 ½ x 11 sheet of paper with each sheet containing only one page of transcript. The transcript must be bound in a report folder. Staples may not be used to bind a transcript.

3. Transcript fees for Court Reporters

- a. In accordance with Revised Code Section 2301.24, transcript fees are as follows:
 - i. Original \$6.00 per page
 - ii. Copies after original prepared Actual costs of materials

RULE 40 - SPECIALIZED DOCKET (effective 4/14/17)

This Court, as a part of its criminal division, created a specialized docket known as the “Recovery Court” program in accordance with Sup.R. 36.20 through 36.29 on October, 2014. Persons convicted or sentenced to community control who qualify for Recovery Court will participate in the services provided as established by the Recovery Court Program Description.

A. The creation of the Recovery Court Program aims to:

1. Reduce drug and alcohol dependency recidivism in the court.
2. To increase the number of participants in the Recovery Court Program who complete treatment.
3. To improve the lives of the participants, thereby improving the lives of the people in the community in which they live.

B. Prior to acceptance into the Recovery Court Program, each person shall have been referred to a judge, probation officer, prosecutor, or defense attorney and the participant shall have filed a Request for Admittance with the Clerk of Court. The judge will either admit or deny a participant to Recovery Court. Each participant shall then undergo an assessment by the Recovery Court Coordinator. To be eligible for consideration or participation in the Recovery Court Program a person must meet certain minimum requirements outlined in the Recovery Court Policy and Procedures manual.

1. Clinical Eligibility Criteria

- a. Diagnosed as substance dependent. The participant must have completed a drug/alcohol assessment by a certified licensed provider.
- b. Must be able to understand and comply with program requirements.

2. Other Eligibility Criteria

- a. No physical or mental health issues, which might hinder participation in the program. (will be reviewed on a case by case basis)
- b. Must be a resident of Van Wert County.
- c. The defendant is receptive to receiving treatment.
- d. Judge has the sole discretion in the admissibility to Recovery Court.
- e. Must be a case assigned to the Van Wert County Common Pleas Court.

3. Legal Criteria

- a. Intervention in Lieu of Conviction or;
- b. Charged with a pending felony offense less serious than a felony of the second degree. Must not be a drug trafficking offense (F-1, F-2, F-3, F-4, sex offense, felony OMVI and/or a sentence in which prison is mandatory or;

- c. The defendant is on Community Control with a Notice of Violation pending or; on agreement of the defendant; or on recommendation of the Probation Officer.
- d. Sentenced to Recovery Docket as part of Community Control placement and/or through Judicial Release.

Ordinarily, a conviction of sex crimes, crimes involving children as victims, crimes involving the use of a weapon, crimes of violence involving a victim with a serious injury, and drug trafficking cases (F-1, F-2, F-3, or F-4) will result in ineligibility. The judge has the discretion to decide who participates in the Recovery Court Program.

C. Each participant, upon acceptance in to the Recovery Court Program, shall sign a Participation Agreement and Waiver. Each participant, upon entry, shall also be given a copy of the Recovery Court Handbook.

D. Participants in the Recovery Court Program will progress through Orientation, Phase I, Phase II, Phase III and Phase IV as provided for in the Program Description. The phases provide for a graduated level of services and contact with the Treatment Team, decreasing in with progression through the program. Participants will attend Recovery Court status review hearings in court before the judge bi-weekly or as otherwise provided for in the Program Description.

E. Termination. Participants may be unsuccessfully terminated upon:

1. Ongoing noncompliance or multiple violations of the Recovery Court Program;
2. Serious violation of the Recovery Court Program;
3. New serious criminal conviction; or
4. Resistance to treatment.

Participants may be neutrally discharged upon:

1. Serious medical or mental health condition;
2. Death;
3. Other factors that will impede the participant's requirements for successful completion.

F. Statements made in Recovery Court hearings shall be treated as evidence of conduct or statement made in compromise negotiations and are not admissible to prove the underlying cause of action, as set forth in Evidence Rule 408. Statements made in Recovery Court hearings will be treated as statements made in the course of plea discussions in which the defendant or the defendants' counsel was a participant, and will not be admissible to prove the underlying cause of action, as set forth in Evidence Rule 410. This does not limit the admissibility of evidence provable by independent, extrinsic evidence.

COMMON PLEAS COURT, VAN WERT COUNTY, OHIO

APPENDIX A

**STANDARD RULES FOR
RESIDENTIAL AND NON-RESIDENTIAL PARENTS
AND THE ALLOCATION OF CERTAIN
PARENTAL RIGHTS AND RESPONSIBILITIES
(revised 1/1/07)**

ATTORNEYS AND PRO SE PARTIES ENGAGING IN DOMESTIC RELATIONS PRACTICE BEFORE THIS COURT ARE CHARGED WITH KNOWLEDGE OF THESE STANDARD RULES.

1.0 Purpose of Standard Rules:

The Standard Rules are created solely to benefit the children of divorced and separated parents and are drafted to minimize the impact of the divorce and separation on the children and their lifestyles.

The Rules set specific times for visitation and companionship to enable children to spend an equitable amount of time with both their parents in consideration of their age, educational and extra-curricular obligations and their parents work schedules. The schedules are designed to give the children specific times that they can rely on to be with their parents and to provide them with stability, order and continuity.

The Standard Rules are not created to give parents legal weapons to use against each other. The Court will consider a parent's breach of an obligation, first in the light of the effect it has on the children, and secondly, its effect on the other parent.

1.1 Obligations imposed on both parents:

Mutual respect:

Neither parent shall criticize the other or allow a subsequent spouse or significant other to do so in the presence of the children.

Communication between parents:

Both parents will communicate directly with each other regarding any matters involving their children. Neither parent will communicate with the other through subsequent spouses, significant others, relatives or the minor children unless such communications are amicable and are of minor significance.

Communication between parent and children:

Both parents shall encourage free communications between the children and other parent. Neither parent shall do anything to impede or restrict communications by E-mail, fax or surface mail between the children and the other parent, whether the same is initiated by the children or the other parent.

The mail exchanged by the children and either parent shall be strictly confidential between the children and that parent and such mail shall not be opened or read by the other parent.

The non-residential parent shall have the right to initiate a telephone call to each child twice each week. The duration of the call shall not exceed fifteen (15) minutes. The residential parent shall have the same rights during the summer and Christmas vacation

Each child shall have the right to initiate telephone calls to the non-residential parent at least twice each week. The duration of the call shall not exceed fifteen (15) minutes. The child shall have the same right to call the residential parent during the summer and Christmas vacation

Religious practice:

Neither parent shall attempt to modify the children's religious practices without the consulting with the other or the Court.

1.2 Education of the children:

School district:

Unless otherwise agreed, the children shall attend the public schools in the school district where the residential parent resides.

Neither parent shall enroll the children in a private or parochial school without the consent of the other or an order of Court first obtained, unless, the children were so enrolled during the marriage.

School records, notices and activities:

The residential parent shall make contact with the administrators of the schools that the children attend and cause the school to enter in its student records the name, residence address and telephone number of the non-residential parent and any information the school may need to reach the non-residential parent for routine or emergency reasons.

The residential parent shall direct and authorize the school to release any and all information concerning the children to the non-residential parent. The residential parent and the school shall make such arrangements as are necessary to timely provide to the non-residential parent copies of all grade reports, notices and bulletins that the residential parent would routinely receive from the school.

If for any reason the school is unable to provide the non-residential parent with the grade reports, notices and bulletins that the residential parent routinely receives, then the residential parent shall make copies of the same and shall immediately deliver them to the non-residential parent.

The residential parent shall be responsible to provide the following information and deliver the same to the non-residential parent as soon as it is available, to wit:

Parent teacher meetings which shall be scheduled, whenever possible, so that both parents can attend together and

School programs and all scheduled events in which the children are participants or have a particular interest in, including but not limited to the following, academic, drama, athletic, instrumental or vocal music programs, school clubs, or other organized programs or events and

Extra-curricular programs and all scheduled events in which the children are participants or have a particular interest in, including but not limited to the following, baseball, softball, swimming, scouting, 4-H, Y.M.C.A. or Y.W.C.A, theater, music recitals, church pageants and programs and any other programs or events.

1.3 Medical, dental and optical care:

The children shall continue to be cared for by the same health care providers that attended them during the time the parties were married unless otherwise agreed to by the parties, or for geographic reasons is not practical.

Routine medical, dental and optical care will be arranged for by and be the responsibility of the residential parent. Consulting with the non-residential parent is not required before such routine care is undertaken.

Either parent who has the physical custody of the children at the time, shall promptly notify the other of any illness or injury that requires the children to be seen or treated by a doctor or other health care provider.

Either parent who has the physical custody of the children at the time can authorize emergency care or surgery necessary for the preservation of life or to prevent a further serious injury or condition and the same may be performed without consultation with the other parent, if time does not permit. In such event, as soon as possible, the other parent shall be notified of the occurrence and given full details of the children's treatment and condition, the name of the treating physicians and the location of the medical facility where the children have been admitted or treated.

Neither parent shall contract for or schedule any elective surgery or orthodontic treatments for the children without timely consulting with the other parent in advance.

Neither parent shall subject the children to a piercing of any part of their anatomy, or allow the children to do so on their own, without the consent of the other parent.

1.4 Local Parenting Time and Companionship:

Days, times and hours of visitation:

Week end visitation shall be from 7:00 P.M. Friday to 7:00 P.M. Sunday. (Beginning and ending times may be varied to accommodate work schedules)

Holiday visitation:

1. President's Day, Memorial Day and Labor Day week ends from 7:00 P.M. Friday to 7:00 P.M. Monday.
2. Easter from 7:00 P.M. Thursday to 7:00 P.M. Sunday.
3. Fourth of July: If July 4 occurs during the week, from 7:00 P.M. July 3rd to 9:00 A.M. July 5th. If July 4 falls on Friday, from 7:00 P.M. July 3rd to 7:00 P.M. Sunday. If July 4 falls on Saturday, Sunday or Monday, from 7:00 P.M. Friday to 7:00 P.M. Monday.
4. Thanksgiving, from 7:00 P.M. Wednesday to 7:00 P.M. Sunday.
5. First part of Christmas vacation: From 7:00 P.M. the last day of school before Christmas to 2:00 P.M. Christmas Day.
6. Second part of Christmas vacation: From 2:00 P.M. Christmas Day to 7:00 P.M. on the day next preceding the commencement of school at the end of Christmas vacation.
7. Four weeks during the summer school recess period to be exercised in two separate terms of two weeks each. Notice of summer visitation shall be afforded to the residential parent at least 30 days in advance thereof in writing.

Visitation schedule for both parents:

MOTHER	
EVEN YEARS	ODD YEARS
PRESIDENT'S DAY MEMORIAL DAY LABOR DAY FIRST HALF CHRISTMAS	EASTER FOURTH OF JULY THANKSGIVING SECOND HALF CHRISTMAS

FATHER	
EVEN YEARS	ODD YEARS
EASTER FOURTH OF JULY THANKSGIVING SECOND HALF CHRISTMAS	PRESIDENT'S DAY MEMORIAL DAY LABOR DAY FIRST HALF OF CHRISTMAS

1. The father shall have visitation as follows:
 - a. Alternating week ends and
 - b. During even numbered years, for the following holidays, to wit: Easter week end, July 4 or July 4 week end, Thanksgiving week end and the second part of the Christmas vacation.

c. During odd numbered years, for the following holidays, to wit: President's Day, Memorial Day and Labor Day week ends and the first part of the Christmas vacation.

d. Four weeks during the summer school recess period to be exercised in two separate terms of two weeks each. Notice of summer visitation shall be afforded to the residential parent at least 30 days in advance thereof in writing.

(1) The non-residential parent shall notify the residential parent of the dates he/she intends to exercise summer visitation as soon as his/her employer posts or designates the vacation times at least 30 days in advance thereof in writing.

(4) If the non-residential parent's vacation time is not dictated by his/her employer and he/she can schedule their own vacation times, then, the non-residential parent shall not schedule his/her vacation to interfere with the residential parent's vacation if the residential parent's employer dictates his/her vacation time. If the residential parent can schedule his/her vacation at any time, the non-residential parent shall have first choice as to the dates of his/her summer visitation.

2. The mother shall retain the child/children as follows:

a. Alternating week ends and

b. During all odd numbered years, on the following holidays, to wit: Easter week end, July 4 or July 4 week end, Thanksgiving week end and the second part of the Christmas vacation.

c. During even numbered years, on the following holidays, to wit: President's Day, Memorial Day and Labor Day week ends and the first part of the Christmas vacation.

d. That part of the summer that is not subject to the non-residential parents rights of visitation. In the event a vacation trip is planned, the residential parent may suspend visitation for up to ten (10) days, with a 30 day advance written notice afforded to the non-residential parent.

3. Priority of schedules:

Holiday visitation shall take precedence over regular alternating week end visitation and summer visitation. The Court recognizes that from time to time the non-residential parent will have visitation on three consecutive weekends.

4. Other visitation times:

a. The children shall spend Father's Day with father and Mother's Day with mother from 9:00 A.M. to 7:00 P.M. without regard to whether it is the non-residential parents regular week end visitation or not.

b. At such other times as the parents may agree. Although the parents are not obligated to do so, the Court encourages additional visitation.

c. If there is no good reason to the contrary, the Court will order visitation on one weekday evening from 4:00 P.M. to 7:00 P.M. during the week.

5. Transportation and grace periods:

1. It shall be the responsibility of the party receiving the child in order to commence visitation or recommence residency to provide transportation accordingly.

2. Grace period:

a. The parent from whom the children are being picked up shall have the children ready and available at the designated time. For reasons beyond the said parents control, there will be a 15 minute grace period for having the children ready and available.

b. If the parents live within 30 miles of each other there will be a 15 minute grace period for the pickup and delivery of the children for visitation. If the parents live over 30 miles apart from each other there will be a 30 minute grace period. If the visiting parent exceeds the grace period, visitation for that week end shall be forfeited unless the other parent has been given prior notice and arrangements made or if the visiting parent has experienced vehicle breakdown or traffic congestion enroute and calls the other parent advising of the delay.

c. Neither paragraphs a. or b. next preceding shall apply to Long distance visitation.

Repeated violations of the grace period shall be cause to modify the order designating the residential parent or modifying scheduled visitation.

1.5 Long distance visitation and companionship:

In the event that the visitation specified in section 1.4 of these Rules is not feasible because of the distance between the residences of the parents or the time required to travel such distance, the following visitation schedule shall be used and the same shall constitute "reasonable visitation".

1. The non-residential parent shall have the children from 7:00 P.M. two days following the last day of school before summer vacation, returning them two weeks preceding the first day of school in the fall.

2. The non-residential parent shall have the children during all odd numbered years from 7:00 P.M. on the last day of school before Christmas vacation to 4:00 P.M. Christmas Day and during all even numbered years from 4:00 P.M. Christmas Day to 7:00 P.M. on the day preceding the commencement of school at the end of Christmas vacation.

3. At such other times as the non-residential parent may visit or have business in the immediate area of the residence of the residential parent at which time the non-residential parent shall have the right to a equivalent of a week end visitation. The non-residential parent will give the residential parent 10 days advance notice of his/her intent to exercise the same. The non-residential parent shall not take advantage of this provision more than once every three calendar months.

4. For each visitation except that set forth in paragraph 3, next preceding, it shall be the responsibility and expense of the non-residential parent to provide transportation for the commencement of visitation and it shall be the responsibility expense of the residential parent to provide transportation for the return of the children. If either parent elects to use public transportation such as airline, train or bus, it shall be the responsibility of the parent then having

physical custody of the children to timely deliver them to the terminal to connect with their transportation.

1.6 Rules applicable to both local and long distance visitation and companionship:

Visitation shall be varied to accommodate work schedules and it is anticipated that the non-residential parent will be entitled to a like amount of time on the same day but at different hours so long as it does not interfere with the child's school schedule.

The residential parent shall send sufficient clothing and outer wear appropriate for the season to last the period of visitation.

1. Clothing for week end visitation shall consist of a minimum of two sets of play clothes and one dress outfit in addition to the clothes that the children are wearing at the time of the start of visitation.

2. Clothing for summer vacation shall consist of a minimum of four sets of play clothes and one dress outfit in addition to the clothes that the children are wearing at the time of the start of visitation.

3. In the case of infants, sufficient bottles, formula and diapers to last the week end or for the travel time plus one day for summer vacation.

If a child is a participant in a school or extra-curricular activity that occurs during regular visitation, the visitation shall take place as scheduled, but the visiting parent shall have the responsibility of taking the child to the activity.

The residential parent shall not enroll a child in a school or extra-curricular activity that substantially interferes with the non-residential parents visitation rights, including summer visitation, unless the non-residential parent consents to the same.

The purpose of visitation and companionship schedules is to provide the children time to spend with their non-residential parent. The Court will not look favorably on any parent who consistently leave the children with baby-sitters or other non-family persons while the parent pursues their own pleasures or entertainment and will consider the same a violation of these Rules.

It will be considered contempt of this Court if any parent goes into a bar or tavern solely for the purpose of consuming alcohol and takes his/her children with him/her.

Whenever the language "reasonable visitation" appears in any entry filed in this Court, that term shall be construed to mean the visitation rights that are not be less than those provided for in the Local and Long distance schedules hereinafter stated.

1.7 Service of Rules on Parties:

In all cases that involve minor children, it shall be the responsibility of the Attorney of record to cause a copy of these Rules to be delivered to his/her client. Said attorney shall make reasonable efforts to make sure his/her client reads and understands these Rules.

APPENDIX "B"

VAN WERT COUNTY COMMON PLEAS COURT JURY USE AND MANAGEMENT PLAN

I. Opportunity for Service

- A. The opportunity for jury service shall not be denied or limited on the basis of race, national origin, gender, age, religious belief, income, occupation, disability, or any other factor that discriminates against a cognizable group in the jurisdiction
- B. Jury service is an obligation of all qualified citizens of Van Wert County, Ohio.

II. Jury Source List

- A. Pursuant to Court Order, the jury source list shall be obtained from the Board of Elections' list of registered voters; The Court shall designate a key number based on the total number of registered voters and the number of jurors needed for a year of service. The Jury Commissioners shall then receive a computer printout from the Board of elections (for example, every 14th name).
- B. The jury source list shall be representative and should be as inclusive of the adult population in the jurisdiction as is feasible.
- C. The court shall periodically review the jury source list for its representativeness and inclusiveness of the adult population in the jurisdiction as is feasible.
- D. Should the court determine that improvement is needed in the representativeness or inclusiveness of the jury source list, appropriate corrective action will be taken.

III. Random Selection Procedures

Random selection procedures shall be used throughout the juror selection process. Any method may be used, manual or automated, that provides each Eligible and available person with an equal probability of selection. These methods shall be documented.

IV. Eligibility for Jury Service

- A. All persons shall be eligible for jury service except those who:
 - 1. are less than eighteen years of age;
 - 2. are not citizens of the United States;
 - 3. are not residents of the jurisdiction in which they have been summoned to serve; to wit, Van Wert County.
 - 4. are not able to communicate in the English Language; or
 - 5. have been convicted of a felony and have not had their civil rights restored.

V. Term of and Availability for Jury Service

- A. The time that persons are called upon to perform jury service and to be available should be the shortest period consistent with the needs of justice.
- B. Jurors shall be “on call” for a period of time not to exceed three consecutive weeks. They do not report every day.

VI. Exemption, Excuse, and Deferral

- A. There are no automatic excuses or exemptions from jury service, except statutory exemptions.
- B. Prospective jurors will be excused only for the following reasons:
 - 1. the juror is necessarily absent from the county and will not return in time to serve (R.C. 2313.16);
 - 2. the interests of the public, or the juror, will be materially injured by the juror’s attendance (R.C. 2313.16);
 - 3. the juror is physically unable to serve, and presents a certification of such signed by a licensed health care professional (R.C. 2313.16)
 - 4. the juror’s spouse, or a near-relative of the juror or the juror’s spouse, has recently died or is dangerously ill (R.C. 2313.16)
 - 5. the juror has been called as a juror for trial in a court of record in this county, other than his or her present term of service, within the same jury year.
 - 6. the Juror is a member of a cloistered religious organization (2313.16)
- C. Prospective jurors will be rescheduled for the following reasons: vacation; employment hardship; or student.
- D. Other deferrals from jury service, for reasonably short periods of time may be permitted by a judge or specifically authorized court official, and only upon a showing of good cause of an emergency nature.
- E. Requests for excuses and deferrals and their disposition shall be written or otherwise made or recorded. See Exhibit A.

VII. Voir Dire

- A. Voir Dire examination shall be limited to matters relevant to determining whether to remove a juror for cause and to determine the juror’s FAIRNESS and impartiality.
- B. To reduce the time required for voir dire, basic background information regarding panel members should be made available to counsel in writing for each party prior to the day on which jury selection is to begin. See Exhibit “B”
- C. The trial judge shall conduct a preliminary voir dire examination. Counsel shall then be permitted to question panel members for a reasonable period of time.
- D. The judge will ensure that the privacy of prospective jurors is reasonably protected, and the questioning is consistent with the purpose of the voir dire process.
- E. In criminal cases, the voir dire process shall be held on the record. In civil cases, the voir dire process shall be held on the record unless waived by the parties.
- F. Rules on Voir Dire
 - 1. The case may not be argued in any way while questioning the jurors.
 - 2. Counsel may not engage in efforts to indoctrinate jurors.
 - 3. Jurors may not be questioned concerning anticipated instructions or theories of law. This does not restrict general questions concerning

the validity and philosophy of reasonable doubt or the presumption of innocence.

4. Jurors may not be asked what kind of verdict they might return under any circumstance.

5. Questions are to be asked collectively of the entire panel whenever possible.

6. Information addressed in the jury questionnaire, furnished to counsel prior to trial, will not be addressed in voir dire, except as may be necessary to expand upon an answer that may form the basis for a challenge for cause.

VIII. Removal from the Jury Panel for Cause

- A. If the judge determines during the voir dire process that any individual is unable or unwilling to hear the particular case at issue fairly and impartially, that individual shall be removed from the panel. Such a determination may be made on motion of counsel or by the judge.

IX. Peremptory Challenges

- A. Rules determining procedure for exercising peremptory challenges shall be in accordance with the Ohio Civil and Criminal Rules adopted by the Supreme Court of Ohio and applicable statutory authority.

X. Administration of the Jury System

- A. The responsibility for administration of the jury system shall be vested exclusively in the Van Wert County Common Pleas Court.
- B. All procedures concerning jury selection and service should be governed by the Ohio Revised Code and any applicable Rules of Court.
- C. Responsibility for administering the jury system will be vested in the Court Administrator for the Common Pleas Court, General Division.

XI. Notification and Summoning Procedures

- A. The notice summoning a person to jury service and the questionnaire eliciting essential information regarding that person should be combined in a single document, phrased so as to be readily understood by an individual unfamiliar with the legal and jury systems, and delivered by ordinary mail.
- B. A summons should clearly explain how and when the recipient must respond and the consequences of a failure to respond.
- C. The jury questionnaire should be phrased and organized so as to facilitate quick and accurate screening and should request only that information essential for determining whether a person meets the criteria for eligibility, providing a basic background information ordinarily sought during voir dire examination, and efficiently managing the jury system.
- D. Policies and procedures should be established for monitoring failures to respond to a summons and for enforcing a summons to report for jury service.

XII. Monitoring the Jury System

- A. The Court shall collect and analyze information regarding the performance of the jury system periodically in order to evaluate:
 - 1. the representativeness and inclusiveness of the jury source list;
 - 2. the effectiveness of qualification and summoning procedures;
 - 3. the responsiveness of individual citizens to jury duty summonses;
 - 4. the efficient use of jurors; and
 - 5. the cost-effectiveness of the jury management system.

XIII. Juror Use

- A. The Court shall employ the services of prospective jurors so as to achieve optimum use with a minimum of inconvenience to jurors.
- B. The court shall determine the minimally sufficient number of jurors needed to accommodate trial activity. This information and appropriate management techniques should be used adjust both the number of individuals summoned for jury duty and the number assigned to jury panels.

XIV. Jury Facilities

- A. The Court shall provide an adequate and suitable environment for jurors.
- B. The entrance and registration area shall be clearly identified and appropriately designed to accommodate the daily flow of prospective jurors to the courthouse.
- C. Jurors shall be accommodated in pleasant waiting facilities furnished with suitable amenities.
- D. Jury deliberation rooms shall include space, furnishings, and facilities conducive to reaching a fair verdict. The safety and security of the deliberation rooms shall be ensured.
- E. To the extent feasible, juror facilities should be arranged to minimize contact between jurors, parties, counsel, and the public.

XV. Juror Compensation

- A. Persons called for jury service should receive a reasonable fee for their service and expenses pursuant to statutory authority.
- B. Such fees shall be paid promptly
- C. Employers are prohibited from discharging, laying-off, denying advancement opportunities to, or otherwise penalizing employees who miss work because of jury service.

XVI. Juror Orientation and Instruction

- A. The Court shall provide some form of orientation or instructions to persons called for jury service.
- B. The trial judge should:
 - 1. Give preliminary instructions to all prospective jurors.
 - 2. Give instructions directly following empanelment of the jury to explain the jury's role, the trial procedures including note taking and questioning by jurors, the

nature of evidence and its evaluation, the issues to be addressed, and the basic relevant legal principles;

3. Prior to the commencement of deliberations, instruct the jury on the law, on the appropriate procedures to be followed during deliberations, and on the appropriate method for reporting the results of its deliberations. Such instructions will be made available, in writing, to the jurors during deliberations;
 4. Prepare and deliver instructions which can be readily understood by individuals unfamiliar with the legal system;
 5. Before dismissing a jury at the conclusion of a case:
 - a. Release the jurors from their duty of confidentiality;
 - b. Explain their rights regarding inquiries from counsel or the press;
 - c. either advise them that they are discharged from service or specify where they must report; and
 - d. Express appreciation to the jurors for their service, but not express approval or disapproval of the result of the deliberation.
- D. All communications between the judge and members of the jury panel from the time of reporting to the courtroom for voir dire until dismissal shall be in writing or on the record in open court. Counsel for each party shall be informed of such communication and given the opportunity to be heard.
- E. Upon completion of the jury term, the secretary to the jury commission will mail letters and certificates of appreciation to jurors who actually served.

XVII. Jury Size and Unanimity of Verdict

- A. Jury size and unanimity in civil and criminal cases shall conform with existing Ohio law.

XVIII. Jury Deliberations

- A. Jury deliberation should take place under conditions and pursuant to procedures that are designed to ensure impartiality and to enhance rational decision-making and shall conform with existing Ohio law.
- B. A jury should not be required to deliberate after a reasonable hour and on weekends, unless the trial judge determines that such deliberations would not impose an undue hardship upon the jurors, and that they are required, in the interest of justice.
- C. Training should be provided to personnel who escort and assist jurors during deliberation.

XIX. Sequestration of Jurors

- A. A jury should be sequestered only for good cause, including but not limited to insulating its members from improper information or influences.
- B. The jury shall be sequestered after a capital case is submitted to the jury, in conformity with existing Ohio law.
- C. The trial judge shall have the discretion to sequester a jury on the motion of counsel or on the judge's initiative and shall have the responsibility to oversee the conditions of sequestration.
- D. Standard procedures should be promulgated to achieve the purpose of sequestration, and minimize the inconvenience and discomfort of the sequestered jurors.
- E. Training shall be provided to personnel who escort and assist jurors during sequestration.

EXHIBIT A

APPLICATION FOR EXCUSE OF JUROR

Common Pleas Court, Van Wert County, Ohio

To: the Judge of said Court:

The undersigned _____,
being first duly sworn says that he has been duly drawn and notified to serve as a juror, but that he
should be excused from such service for the following reason:

Applicant

Sworn to before me and signed in my presence, this _____ day of
_____, 20____.

Title:

EXCUSE

To: The Jury Commissioners

You are hereby notified that the within named juror has made application to the court to
be excused from jury duty, and that said application has been granted by the Judge.

Dated:

Judge

Clerk of Court

See instructions to Jurors

FOR UNIFORM OHIO DOMESTIC RELATIONS FORMS SEE:

<http://www.supremecourt.ohio.gov/JCS/CFC/DRForms/default.asp>

IN THE COMMON PLEAS COURT OF
VAN WERT COUNTY, OHIO

CASE NO. DR



Plaintiff/ First Petitioner,)
v.)
Defendant/Second Petitioner.)
_____)

**IV-D AFFIDAVIT
DR-2**

State of Ohio)
County of _____) SS:

_____, being first duly sworn, upon my oath and deposition state that the Affiant has personally made an application for IV-D Services as required by the Van Wert County Job and Family Services incident to the filing of this case or states in the alternative that the Affiant has previously made such application in this case.

Dated: _____, 20__.

Affiant

Before me personally appeared the above named Affiant who executed this Affidavit in my presence and under oath testified that the facts contained in this Affidavit are true and correct.

Notary Public
My commission expires: _____

**IN THE COMMON PLEAS COURT OF
VAN WERT COUNTY, OHIO**

CASE NO. DR



John Doe,)
Plaintiff/ First Petitioner,)
v.)
Mary Doe,)
Defendant/Second Petitioner.)
_____)

**SUPPORT ORDER
DR-5**

This matter came on for Final Hearing on _____, 20____. Both parties were present with counsel. The Court finds that the Obligor, _____, is under an order to pay child support.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. _____ shall pay to _____, child support in the amount of \$ _____ per month plus a two percent (2%) processing charge in the amount of \$ _____ per month commencing _____ 20____. This calculation is based on financial information available as provided by the parties pursuant to their testimony or affidavit.
2. On the first day of the month private health insurance is not being provided in accordance with this order the child(ren) named herein, _____ shall pay \$ _____ (monthly child support obligation when health insurance is not provided) per month, plus a two percent (2%) processing charge.
3. On the first day of the month following the month in which private health insurance is not being provided in accordance with this order for any child named herein, _____ shall pay \$ _____ (monthly cash medical support obligation) per month, for cash medical support, plus 2% processing charge.
4. Any payment of money by the Obligor herein to the Obligee herein that is not paid through the Child Support Enforcement Agency shall not be considered as payment for child support or spousal support. Unless the payment is made to discharge an obligation other than support, it shall be deemed to be a gift (ORC Sec. 3121.44). All child support payments shall be made to the **Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43218-2394**
5. 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. If you are the Obligor under a child support order and you fail to make the required notifications you may be fined up to \$50.00 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 notification you may be found in contempt of court and 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.

It is further ordered that the residential parent shall immediately notify the Court of any reason for which the support order shall terminate, including but not limited to death, marriage, emancipation, incarceration, enlistment in the armed services, deportation or changer of legal or physical custody.

TAKE NOTICE THAT A WILLFUL FAILURE TO NOTIFY THE COURT AS REQUIRED ABOVE IS CONTEMPT OF COURT AND WILL BE PUNISHED ACCORDING TO LAW.

6. All child support and spousal support under this order shall be withheld or deducted from the incomes or assets of the obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to Sec. 3123.24 to 3123.28 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code.
7. A "Notice to Income Provider to Withhold Obligor Income/Assets" shall be issued by the court or the Van Wert County Child Support Enforcement Agency to the Obligor's employer, to wit: **(name, complete address with zip code and telephone number)**.
8. If the person required to obtain health insurance coverage for the children subject to this child support order obtains new employment and the health insurance coverage for the children is provided through the previous employer, the Agency shall comply with the requirements of Division (E) ORC Sec. 3119.44 which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in health care insurance coverage provided by the new employer.
- 9 The costs of this case shall be paid by _____.
10. The Court retains jurisdiction over this matter.
11. The Clerk shall mail to each of the parties a certified copy of this entry.

The undersigned, being the Court's Magistrate to whom this matter has been referred pursuant to Civil rule 53, has reviewed the foregoing Entry and respectfully recommends this Court approve the entry and accept it as the Magistrate's report since it accurately reflects the findings and recommendations which are appropriate, based upon the law and evidence presented.

Reviewed and Recommended:

Joseph E. Quatman, Magistrate

So Ordered.

Martin D. Burchfield, Judge

**IN THE COMMON PLEAS COURT OF
VAN WERT COUNTY, OHIO**

CASE NO. DR-

John Doe,)
Plaintiff/ First Petitioner,)
v.) **HEALTH INSURANCE ORDER**
Mary Doe,) **DR-6**
Defendant/Second Petitioner.)
_____)

The Van Wert County Child Support Enforcement Agency shall hereinafter be referred to as C.S.E.A. in this Order.

There are four alternative orders hereinafter recited. The orders are either ALTERNATIVE I, II, III or IV and each order has a box next to it. One of the boxes next to the four alternative orders has an "X" in it which designated the appropriate order. The Court hereby orders the alternative designated by the marked box into execution and the parties thereby effected are thereby bound .

ALTERNATIVE I: ORDER TO THE OBLIGOR

The Court finds that _____, the Obligor, is under a child support order and that the Obligor is ordered to obtain health insurance coverage through _____ and that health insurance is not available at a more reasonable cost through a group health insurance or health care policy, contract or plan available to the Obligee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. No later than thirty (30) days after the issuance of this order, the Obligor obtain health insurance coverage for the following children, to wit: _____ and to furnish written proof to the C.S.E.A. that the required health insurance coverage has been obtained.
2. The Obligor shall supply the Obligee with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any benefits under the health insurance coverage and a copy of cards necessary to obtain services and file claims, and
3. The Obligor submit a copy of this order to the insurer at the time application is made to enroll the children and that the Obligor, not later than thirty (30) days after the issuance of this order furnish written proof to the C.S.E.A. that the foregoing orders have been complied with.

ALTERNATIVE II: ORDER TO THE OBLIGEE

The Court finds that _____, the Obligee, is under a child support order and that the Obligee is ordered to obtain health insurance coverage through _____ and that health insurance is not available at a more reasonable cost through a group health insurance or health care policy, contract or plan available to the Obligor.

IT IS THEREFORE ORDERED , ADJUDGED AND DECREED THAT:

1. No later than thirty (30) days after the issuance of this order, the Obligee obtain health insurance overage for the following children, to wit: _____

_____ and to furnish written proof to the C.S.E.A. that the required health insurance coverage has been obtained.

2. The Obligee submit a copy of this order to the insurer at the time application is made to enroll the children and that the Obligee, not later than thirty (30) days after the issuance of this order furnish written proof to the C.S.E.A. that the foregoing orders have been complied with.

ALTERNATIVE III: ORDER TO BOTH OBLIGEE AND OBLIGOR, DUAL COVERAGE

The Court finds that health insurance coverage is available a reasonable cost to the Obligor _____ and to the Obligor through _____ and that dual coverage by both parents would provide for coordination of medical benefits without duplication of coverage.

IT IS NOW THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. No later than thirty (30) days after the issuance of this order, that both the Obligor and the Obligee obtain health insurance overage for the following children, to wit:

_____ and to furnish written proof to the C.S.E.A. that the required health insurance coverage has been obtained.

2. The Obligor and Obligee submit a copy of this order to the insurer at the time application is made to enroll the children and that the Obligor and Obligee, not later than thirty (30) days after the issuance of this order furnish written proof to the C.S.E.A. that the foregoing orders have been complied with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Obligor or Obligee ordered to obtain health insurance coverage for the child(ren) must continue coverage beyond the age of 18 as long as the child remains in any recognized and accredited high school on a full time basis. The coverage will continue during seasonal vacation periods until the order terminates.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both Obligor and Obligee, within 30 days of the issuance of this order, designate the child(ren) who are the subject of the child support order as covered dependents on any health insurance plan for which they contract.

ALTERNATIVE IV: ORDER ON BOTH OBLIGOR AND OBLIGEE,

NO COVERAGE

The court finds that neither Obligor or Obligee has health insurance coverage available at the time of this order.

IT IS NOW THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. At such time as health insurance is available to either the Obligor or the Obligee at a reasonable cost, that they shall obtain such health insurance coverage for the following children, to wit:

2. The Obligor and Obligee submit a copy of this order to the insurer at the time application is made to enroll the children and that the Obligor and Obligee, not later than thirty (30) days after the issuance of this order furnish written proof to the C.S.E.A. that the foregoing orders have been complied with.

IN ADDITION TO THE TERMS AND CONDITIONS SPECIFIED IN THE ABOVE MARKED ALTERNATIVE, THE FOLLOWING ORDERS SHALL BE APPLICABLE .

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT both the Obligor and Obligee, within thirty (30) days of the issuance of this order, designate the children who are the subject of the child support order as covered dependents on any health insurance plan for which they contract.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT THE

OBLIGOR OBLIGEE BOTH OBLIGOR AND OBLIGEE

be responsible for unreimbursed health care costs to include, but are not limited to co-payments and deductible costs as follows. to wit: _____

Reimbursement for out-of-pocket hospital, medical, dental, optical and prescription expenses and any other health care expense paid for the children shall be made to:

_____.

The insurer that provides the health insurance coverage for the children may continue making payments for hospital, medical, dental, optical and prescription services or any other health care expense directly to any health care provider in accordance with the applicable health insurance or health care policy, contract or plan.

NOTICE TO OBLIGOR, OBLIGEE, EMPLOYER, INSURANCE COMPANY
ORC Sec. 3119.30 et seq.

Pursuant to ORC Sec. 3119.36, this order is binding on the Obligor and Obligee, their employers and any insurer that provides health insurance coverage for them or their children.

If the Obligor or Obligee fails to obtain health insurance coverage for the children or to comply with the requirements of this order, the Court shall immediately issue an order to the employer of the Obligor or Obligee, upon written notice from the C.S.E.A. requiring the employer to take whatever action is necessary to make application to enroll the Obligor or Obligee in any available group health insurance or health care policy, contract or plan with coverage for the children who are subject to the child support order, to submit a copy of the court order to the insurer at the time that the employer makes application to enroll the children and if the Obligor or Obligee's application is accepted, to deduct any additional amount from the Obligor or Obligee's earnings necessary to pay any additional cost for that health insurance coverage.

During the time that this order is in effect and after the employer has received a copy of this order, the employer of the Obligor or Obligee who is the subject of the order shall comply with the order and, upon request from the other party or C.S.E.A. shall release to the party and the C.S.E.A. all information about the Obligor or Obligee's health insurance coverage that is necessary to ensure compliance with ORC Sec. 3119.30 or any order issued under that section, including but not limited to, the name and address of the insurer and any policy, contract or plan number. Any information provided by an employer pursuant to this division shall be used only for the purpose of the enforcement of an order issued under ORC Sec. 3119.30. Upon receipt of this Order the EMPLOYER SHALL TAKE WHATEVER ACTION IS NECESSARY TO COMPLY WITH THIS ORDER.

Any employer who receives a copy of an order issued under ORC Sec. 3119.30 shall notify the C.S.E.A. of any change in or the termination of the Obligor or Obligee's health insurance coverage that is maintained pursuant to an order issued under this section.

Any insurer that receives a copy of an order issued under ORC Sec. 3119.30 shall comply with that section, and with any order issued under that section regardless of the residence of the children.

An insurer which provides health insurance coverage in accordance with any order issued under ORC Sec. 3119.30 shall reimburse the parent who is designated to receive reimbursement in this order for covered out of pocket hospital, medical, dental, optical and prescription expenses incurred on behalf of the children subject to the order.

The undersigned, being the Court's Magistrate to whom this matter has been referred pursuant to Civil Rule 53, has reviewed the foregoing Entry and respectfully recommends this Court approve the entry and accept it as the Magistrates report since it accurately reflects the findings and recommendations which are appropriate, based on the law and the evidence presented.

In a case where an obligor/obligee has been ordered to provide medical insurance coverage his/her failure to do so shall subject the obligor/obligee to liability to the other for any medical expenses in and as a result of the failure to comply.

If the party responsible for providing health insurance coverage cancels or causes the termination of the coverage, the spouse may apply to the insurer that provided the coverage. The spouse and dependents will have the same rights and be subject to the same limitations as a person applying for or covered under a converted or separate policy upon the divorce, annulment, dissolution of marriage, or legal separation of the spouse from the named insured.

A violation of this medical support order shall be punishable as contempt under Section 2705 of the Revised Code. If an Obligor/Obligee is found in contempt under that section a second or subsequent time for failing to comply with a medical support order, the Court will consider the Obligor/Obligee's failure to comply with its order as a change in circumstances for the purpose of modification of the amount of support due.

If the obligor fails to obtain health insurance coverage for the child(ren), the obligor is responsible for reimbursing the provider. The provider shall not attempt to collect reimbursement from the obligee. Any attempts to collect reimbursement must be made from the obligor.

Unpaid medical bills cannot be included in the obligee's credit file or credit report. A CRA may include such information in the obligor's file or credit report. (ORC Section 1349.01(B)(D)).

No provider shall refuse to reorder health care services to the obligee on the basis that the obligor's health insurance, rather than the obligor, is responsible for providing reimbursement. If a provider fails to comply with these provisions, the failure can be reported to the State Medical Board by any interested party. (ORC Section 1349.02).

Medicaid is not a barrier to insurer in enrolling obligee family in health insurance (ORC Section 3924.41)

Different standard will not be imposed on ODHS by insurer because of family's Medicaid status. (ORC Section 3924.42)

No health insurer shall deny enrollment of a child under the parent's health plan based on the following:

- (1) The child was born out-of-wedlock;
 - (2) The child is not claimed as a dependent on the federal tax return of the parent;
 - (3) The child does not reside in the household of the parent.
- (ORC Section 3924.46)

If a child has health care coverage through a health insurer of the obligor, the health insurer shall do the following:

- (1) Provide necessary benefits through the coverage;
 - (2) Permit the obligee to submit claims for covered services without the approval of the obligor;
 - (3) Make payments of claims directly to the obligee, the provider, or ODHS.
- (ORC Section 3924.47)

If there is an order to provide health care coverage for a child and the obligor is eligible for family health care coverage, the insurer shall:

- (1) Permit enrollment of the child without regard to enrollment period restrictions; and
- (2) If the obligor fails to enroll the child, enroll the child upon the application of the obligee.

The insurance will not be terminated unless the insurer is provided satisfactory written evidence of either of the following:

- (1) The order is no longer in effect; or
 - (2) The child is or will be enrolled under comparable health care coverage.
- (ORC Section 3924.48)

If there is an order to provide health care coverage for a child and this coverage is available through an employer doing business in this state, the employer shall do all of the following:

- (1) Provided the child is otherwise eligible, permit the enrollment without regard to enrollment restrictions.
- (2) Enroll the child upon application of the obligor if the obligee has failed to enroll the child;
- (3) Withhold employees share of premiums and pay the premium to the insurer.

The insurance cannot be terminated unless the employer has eliminated family coverage for all of its employees or unless the employer is provided satisfactory written evidence of either of the following:

- (1) The order is no longer in effect; or
- (2) The child is enrolled under comparable health care coverage.

If an insurer fails to comply with these provisions, the failure can be reported to the Ohio Department of Insurance by an interested party.

(ORC Section 3926.49)

The CSEA is not responsible for the monitoring of insurance claims.

The Court shall send a copy of this order to the Obligor, the obligee, any employer that is subject to this order and any insurance company that is subject to the order.

The order shall contain a notice which contains the following notice:

"If the person required to obtain health insurance coverage for the child subject to this child support order obtains new employment, the CSEA shall comply with the requirements of section 3119.331 of the 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 health care insurance coverage provided by the new employer."

Reviewed and recommended:

Magistrate

IT IS SO ORDERED.

Judge

OBLIGOR:

OBLIGEE:

Name: _____

Name: _____

Address: _____

Address: _____

Employer: _____

Employer: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Insurer: _____

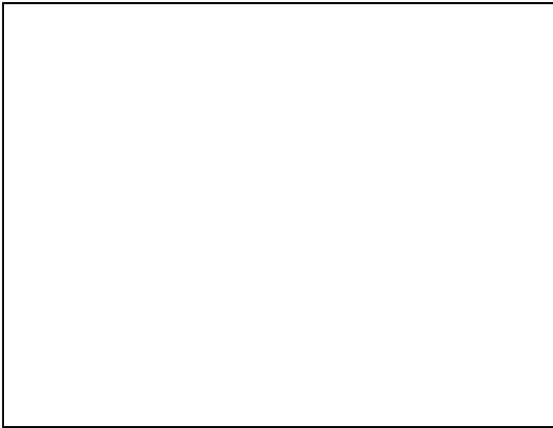
Insurer: _____

Address: _____

Address: _____

**IN THE COMMON PLEAS COURT OF
VAN WERT COUNTY, OHIO**

CASE NO. DR



Plaintiff/ First Petitioner,)

v.)

)

Defendant/Second Petitioner.)

)

WAIVER OF HEARING/MAGISTRATE'S DECISION/OBJECTIONS TO MAGISTRATE'S DECISION

The undersigned parties do hereby waive their right to a hearing on the merits; the issuance of a Magistrate's Decision and the right to Object to a Magistrate's Decision pursuant to Civil Rule 53 and further do hereby consent to the immediate journalization of a Judgment Entry consistent with their true and lawful agreement, either set forth on the record or memorialized below.

Plaintiff/First Petitioner Date

Defendant/Second Petitioner Date

**IN THE COMMON PLEAS COURT OF
VAN WERT COUNTY, OHIO**

**STANDING ORDERS
(Local Rule 6.5 E)
DR-14**

All parties to original divorce and legal separation actions in the Van Wert County Common Pleas Court are subject to the following orders from the date an action is filed. This order shall be strictly complied with under penalty of contempt of Court.

(1) Each party is hereby enjoined and restrained from causing or permitting the minor child of the parties to be removed from the State of Ohio except by a signed written agreement of the parties or unless authorized in writing by this Court. The minor child(ren) shall not be removed from Van Wert County for purposes of relocation unless by agreement of the parties or authorized in writing by this Court.

(2) Each party is hereby enjoined and restrained from doing, attempting to do, or threatening to do any act of injuring, maltreating, vilifying, molesting, or harassing the adverse party or any of the child(ren) of the parties.

(3) Each party is hereby enjoined and restrained from selling, encumbering, contracting to sell, removing from the jurisdiction of this court, or otherwise disposing of any of the property belonging to either of the parties, except in the ordinary course of business or unless authorized in writing to the Court.

(4) Both parties are restrained from entering safety deposit boxes until further order of the Court.

(5) Parties of an action involving children **MUST** attend a parenting class. **FAILURE TO ATTEND AT PARENTING CLASS MAY RESULT IN THE LOSS OF CUSTODY AND/OR VISITATION AS DETERMINED BY THE COURT.**

(6) The attorney representing the plaintiff in any divorce action hereinafter filed in this Court shall furnish the client a copy of this rule, and that client, upon the signing of the complaint, shall be bound by the terms of this rule.

(7) The Clerk of this Court shall attach a copy of this rule to the summons so that both documents shall be served simultaneously and the Sheriff or other officer serving the summons shall note in the return the service of a copy of this rule together with a copy of the complaint.

In every other action hereinafter filed, the Defendant shall be bound by the terms of said rule upon service of the same.

(8) Any party may file a motion to modify this standing order for good cause shown and will be granted a speedy hearing.

Joseph E. Quatman, Magistrate

Martin D. Burchfield, Judge

(Revised 5/28/13)