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

	: CASE NO.	. DR
PLAINTIFF		
VS.	: JUDGE	
DEFENDANT	(	NT ENTRY OF DIVORCE WITH CHILDREN) /In-Court Agreement Attached)
This cause came on for hearing on thebefore:	day of	, 20 and was duly heard
the Honorable	, Judge of the	Domestic Relations Division of
the Court of Common Pleas  Magistrate , Judge of Common Pleas upon the:		
<ul> <li>□ Complaint of Plaintiff and the evidence, Defendant although duly served with process, according to Complaint of Plaintiff and the evidence, Defendant of Complaint of Plaintiff, and □ Counterclaim of □ Counterclaim of Defendant, and the evidence.</li> </ul>	o law. dant having withdra	awn his Answer and Counterclaim.
The Court finds that Plaintiff was a resider a bona fide resident of Cuyahoga County for more filing of the Complaint; the parties were married a marriage, to wit:	e than ninety (90) d	ays, both immediately preceding the
Full name of each child(ren)		Date of Birth
The Court further finds Plaintiff Defe		ies has/have established the cause of
and by reason thereof $\square$ Plaintiff $\square$ Defendant $\square$	both parties is/are	e entitled to a divorce.
The Court further finds the parties have, pagement which is fair, just and equitable, and or and for identification purposes marked as Exhibit ordered into execution.	ders said agreemen	t, a copy of which is attached hereto
IT IS THEREFORE ORDERED, ADJU  ☐ both parties is/are hereby granted a divorce from the state of		

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marriage contract heretofore existing between the parties is hereby dissolved and set aside and the terms of the attached Separation Agreement be and are ordered into execution.

## **SPOUSAL SUPPORT**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Defendant shall pay spousal support to Plaintiff Defendant in the sum of \$ per month plus 2% processing charge subject to the terms set forth in the attached Separation/In Court Agreement.		
ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES FOR THE CARE OF THE CHILD(REN)		
(Check applicable boxes)		
☐ The Court finds that a pleading or motion requesting shared parenting was filed by ☐ at least one parent ☐ both parents jointly and a plan for shared parenting was filed at least 30 days prior to hearing which plan the Court determines to be in the best interest of the child(ren).		
The Court finds that the parents have waived the requirement of a written request for shared parenting and plan for shared parenting filed at least 30 days before hearing. The Court finds that the parents have agreed to shared parenting and have jointly submitted a plan on the date of hearing which plan the Court finds is in the best interest of the child(ren).		
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Judgment Entry shall constitute an ORDER FOR SHARED PARENTING and the parties shall share the rights and responsibilities for the care of the child(ren) in accordance with the attached approved shared parenting plan, which is adopted and incorporated herein by reference.		
-OR-		
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that parental rights and responsibilities are allocated primarily to who is hereby designated the residential parent and legal custodian of the minor child(ren). The parent who is not the residential parent,, shall have parenting time in accordance with the schedule attached hereto in accordance with the Standard Parenting Time Guidelines attached as Exhibit and incorporated by reference.		
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the residential parent(s) shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. Pursuant to the determination made under Ohio Revised Code §3109.051(G)(2) and subject to further order of the Court, the parent who is not the residential parent shall shall not be sent a copy of any notice of relocation filed with the Court.		
<u>CHILD SUPPORT</u>		
For purposes of this order Plaintiff Defendant is the Child Support Obligor and Plaintiff Defendant is the Child Support Obligee.		
This order for child support and cash medical support is effective		
The worksheet used to compute child support and cash medical support under Ohio Revise Code §3119.022 or §3119.023 is attached as Exhibit		
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that when private health insurance IS being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay child support for the minor child(ren) in the sum of \$ per month (\$ per month per child) to the Child Support Obligee, and/or her assignee(s),		



Parenting Order or Line 27, Child Support Computation Worksheet-Split Parental Rights and Responsibilities) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that when private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay child support for the minor child(ren) in the sum of per month per child) to the Child Support Obligee, and/or per month (\$ her assignee(s), plus 2% processing charge. (Line 29, Child Support Computation Worksheet-Sole Residential Parent or Shared Parenting Order or Line 27, Child Support Computation Worksheet-Split Parental Rights and Responsibilities) (Check if applicable) The above child support deviates from the amount of child support that would otherwise result from the use of the Basic Child Support Schedule and the applicable worksheet, through the line establishing the actual annual obligation because, pursuant to Ohio Revised Code §3119.22 the amount would be unjust and inappropriate and would not be in the best interest of the minor child(ren) for the following reason(s): **CASH MEDICAL SUPPORT** (Check applicable box) The Court finds that the Child Support Obligor's total annual gross income (Line 7a, Child Support Computation Worksheet) is less than 150% of the federal poverty guideline for an individual. Pursuant to Ohio Revised Code §3119.30(C) the cash medical support obligation is \$0.00. -OR-The Court finds that the Child Support Obligor's total annual gross income (Line 7a, Child Support Computation Worksheet) is 150% or more of the federal poverty guideline for an individual. Pursuant to Ohio Revised Code §3119.30(C) the cash medical support obligation is 5% of the Child Support Obligor's adjusted gross income (line 14a) or the amount of cash medical support to be paid according to the Ohio Department of Job and Family Services USDA Cash Medical Support Schedule created pursuant to Ohio Revised Code §3119.302(B), whichever is the lower amount. IT IS FURTHER ORDERED ADJUDGED AND DECREED that when private health insurance IS NOT being provided by a party in accordance with this order for the child(ren) named above, the Child Support Obligor shall pay cash medical support in the sum of \$ per month (\$ per month per child), plus 2% processing charge. (Line 31, Child Support Computation Worksheet-Sole Residential Parent or Shared Parenting Order or Line 29, Child Support Computation Worksheet-Split Parental Rights and Responsibilities) If private health insurance coverage is being provided and becomes unavailable or is terminated, the Child Support Obligor SHALL BEGIN paying cash medical support commencing the first day of the month immediately following the month in which private health insurance coverage became unavailable or is terminated, and SHALL CEASE paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid in addition to child support. (Check if applicable) The Court finds that the parties have an administrative support order, case number P-, (SETS # ) issued by the County Child H949/DR0908130

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plus 2% processing charge. (Line 29, Child Support Computation Worksheet-Sole Residential Parent or Shared

Support Enforcement Agency (COPY ATTACHED HERETO AS EXHIBIT) that requires to pay child support in the amount of \$\sqrt{\sq}}}}}}}}}}}}}} \sqrt{\sq\sint{\sq}}\sqnt{\sqrt{\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}
to pay child support in the amount of \$ per month when health insurance IS being provided by a party, and \$ per month plus cash medical support in the amount of \$ when health insurance IS NOT being provided by a party, plus 2% processing charge, for the support of the above–named child(ren). The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage accrued under the administrative order.
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the administrative order is hereby adopted and any arrears and overpayments accrued under the administrative order are hereby preserved. The County CSEA shall terminate any support withholding or deduction notice issued in case number P All support paid hereafter shall be under Cuyahoga County Domestic Relations case number DR The Child Support Obligor shall be given credit for any payments received under the administrative order.
This sum includes all accrued child support, cash medical support, spousal support, processing charges, and arrearage accrued under the above-referenced administrative order, if any. This sum supercedes all prior determinations of arrearage. The Support Obligor has been credited with all support payments made through the CSEA, payments made directly to and acknowledged by the Child Support Obligee, credit acknowledged by the Child Support Obligee for support provided directly to the child, and credit for support waived by the Child Support Obligee, as of the computation date.   The arrearage also includes the Child Support Obligor's share of health care expenses not covered by private health insurance or cash medical support.
(Appropriate box must be checked)
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Child Support Obligor shall pay an additional \$ per month toward the existing arrearage.
-OR-
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment in the amount of \$ as and for support arrears is hereby entered in favor of and against, and upon which execution may issue.
The duty of support shall continue until further order of Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.
Total monthly order is \$ when health insurance is provided.  This includes: \$ current child support (including 2% processing charge)  \$ current spousal support (including 2% processing charge)  \$ arrearage payment (including 2% processing charge).
Total monthly order is \$when health insurance is not provided.  This includes: \$current child support (including 2% processing charge)  \$current spousal support (including 2% processing charge)  \$current cash medical support (including 2% processing charge)  \$current cash medical support (including 2% processing charge)  \$arrearage payment (including 2% processing charge).

considered as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash



182372, Columbus, Ohio 43218-2372.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box

Any payments not made through OCSPC shall not be

payments to OCSPC may be made at the Cuyahoga County Treasurer's Office, County Administration Building, 1<sup>st</sup> Floor – Cashier, 1219 Ontario Street, Cleveland, Ohio 44113. All payments shall include the following: Obligor's name, Social Security Number, SETS case number, and Domestic Relations Court case number.

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

(Choose appropriate option for securing payments)

To secure the support obligations, the Court finds that:

issue i	The Child Support Obligor reco	eives income from an income source. A withholding notice shall per month.
	INCOME SOURCE ADDRESS	
the am		ified not to withhold a total amount, including all fees, in excess of b) of the "Consumer Credit Protection Act," 15 U.S.C. 1673(B).
shall n	Until the income source begins nake payments directly to OCSPC	withholding in the appropriate amount, the Child Support Obligor C.
institut month	tion. A deduction notice shall	has nonexempt funds on deposit in an account at a financial issue upon the account in the amount of \$ per
	FINANCIAL INSTITUTION ADDRESS	
shall b	e deducted, and the name, branch	notify the CSEA of the number of the account from which support n, location and routing number of the financial institution if not set
bond.		s no attachable income source and has the ability to post a cash ount of \$ shall issue.
to seek	The Child Support Obligor has work and report income shall iss	no attachable income and has no assets to post a bond. An order sue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Obligor immediately

notify the CSEA, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The Obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The Obligor shall immediately notify the CSEA of any change in the status of an account from which support is being



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deducted or the opening of a new account with any financial institution.

<b>IT IS FURTHER ORDERED, ADJUDGED AND DECREED</b> that pursuant to Revised Code §3119.82 the following person(s) shall claim the child(ren) who is/are the subject of this order as (a) dependent(s) for federal income tax purposes:
☐ Mother ☐ Father ☐ Both Mother and Father according to the following terms:
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall take whatever action is necessary pursuant to section 152 of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C. 1, as amended, to enable the parent who has been awarded the right to claim the exemption(s) to claim the child(ren) as (a) dependent(s) for federal income tax purposes in accordance with this order. Failure of a party to comply with the order may be considered contempt of Court.
MEDICAL SUPPORT OF CHILDREN
Pursuant to Ohio Revised Code §3119.30(A) both parents are liable for the health care of the child(en) who is/are not covered by private health insurance or cash medical support as calculated in accordance with §3119.022 or §3119.023, as applicable.
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the child support OBLIGOR pay
Private Health Insurance Findings
A list of any private health insurance policies, contracts or plans available to the parties including a description of any private health insurance in which the Child Support Obligor, the Child Support Obligee, and the child(ren) are enrolled (Private Health Insurance Questionnaire) is attached hereto.
(One of the following boxes MUST be checked)  The Court finds that:  ☐ neither parent has private health insurance available to cover the child(ren).
the mother and/or father have the following private health insurance available for the child(ren) through a group policy, contract, or plan:
Insurer: Available to: Mother Father
(Accessibility)
The Court further finds that the private health insurance available to the Mother and/or the Father:
Mother Father (Check all applicable boxes)  provides primary care services within thirty miles from the residence of the child(ren) subject to the child support order.  -OR-



			is accessible because residents in part or all of the child(ren)'s immediate geographic area customarily travel farther distances than thirty miles for primary care services.
			is accessible because primary care services are only available to the child(ren) by public transportation.
			(Reasonableness of Cost)
difference the Fath	e between se		finds that the contributing cost (cost of adding the child(ren) to existing coverage or ad family coverage) of the private health insurance available to the Mother and/or
	Mother	Father	(At least one box MUST be checked if private health insurance is available) does not exceed that party's Health Insurance Maximum (line 7b of Child Support Computation Worksheet).
			<b>exceeds</b> that party's Health Insurance Maximum (line 7b of Child Support Computation Worksheet).
	The Court	t further	finds that: (Check appropriate box(es) ONLY if applicable)
			ee that Mother Father both parents shall obtain or maintain private hat exceeds the Health Insurance Maximum for that parent.
			ther <u>has requested</u> to obtain or maintain private health insurance that <b>exceeds</b> are Maximum for that parent.
			tterest of the child(ren) for Mother Father to obtain or maintain private he contributing cost of which exceeds that party's health insurance maximum
			t interest of the child(ren) for the parties to obtain or maintain the private health ge that <b>does not exceed</b> the parties' respective health insurance maximums
ALTE	RNATIVE	 ! T	
Obligo coveras determ	IT IS THe rand the ge for the pine if the p	HEREFO Child So child(resortivate h	ORE ORDERED, ADJUDGED AND DECREED that the Child Support upport Obligee shall immediately inform the CSEA if private health insurance n) becomes available to either the Obligor or the Obligee. The CSEA shall ealth insurance is available at a reasonable cost and if coverage is reasonable, bligee to obtain private health insurance.
			-OR-
ALTE	RNATIVE	<u>: 11</u>	
is/are h			<b>PRE ORDERED, ADJUDGED AND DECREED</b> that the following person(s) is the <b>Health Insurance Obligor(s)</b> , until further order of Court:
	☐ Mothe		



☐ Mother and Father			
The Health Insurance Obligor(s) sh	nall provide private	health insurance the	rough:
MOTHER:			
Name of employer/group/i Address of employer/group			
Name of health plan Name of insurance compar Claims address of insurance			
Customer service telephon Group number Identification/Subscriber n	ne number		
FATHER:  Name of employer/group/i  Address of employer/group			
Name of health plan Name of insurance compar Claims address of insurance			
Customer service telephon Group number Identification/Subscriber n			
and shall designate the following child(ren) policy, contract or plan:	) as covered depend	ents under the priva	ite health insurance
Full name of each child subject to the Med	ical Support Order	Date of	Birth
IT IS FURTHER ORDERED, A Code §3119.30 the parent(s) ordered to prothan thirty (30) days after the issuance of the benefits, limitations and exclusions of the necessary to receive reimbursement, paymore copy of any necessary insurance cards.	ovide private health he order, supply the he health insurance	insurance for the other parent with in coverage, copies	child(ren) shall, not late aformation regarding the of any insurance form
The following individual shall be r dental, or prescription expenses paid for the			nedical, optical, hospital
Address			 
Talanhana numbar			<del>-</del>



The health plan administrator(s) of the health insurer(s) that provide(s) the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

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

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the agency shall comply with the requirements of section 3119.34 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 private health insurance coverage provided by the new employer.

Any employer who receives a copy of an order issued under Ohio Revised Code §3119.30, §3119.33 or §3119.34 shall notify the CSEA of any change in or the termination of the Child Support Obligor's or the Child Support Obligee's private health insurance coverage that is maintained pursuant to the order.

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

## APPLICABLE TO ALL ORDERS

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the residential parent and legal custodian of the child(ren) immediately shall notify, and the obligor under a child support order may notify, the CSEA of any reason for which the child support order should terminate, including but not limited to the child(ren)'s death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the CSEA is contempt of court.

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The following information is provided for the use of the CSEA in accordance with §3121.24 and §3121.30 of the Ohio Revised Code:

OBLIGEE:	
NAME	
MAILING ADDRESS	
RESIDENCE ADDRESS	
RESIDENCE PHONE NO.	
SOCIAL SECURITY NO.	
DATE OF BIRTH	
DRIVER'S LICENSE NO.	
OBLIGOR:	
NAME	
MAILING ADDRESS	
RESIDENCE ADDRESS	
RESIDENCE PHONE NO.	
SOCIAL SECURITY NO.	
DATE OF BIRTH	
DRIVER'S LICENSE NO.	

The parties affected by the support order shall inform the CSEA of any change of name or other change of conditions that may affect the administration of the order. Willful failure to inform the CSEA of the above information and any changes is contempt of court.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

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



Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than thirty (30) days in jail and/or fine of not more than \$250.00 for a first offense, not more than sixty (60) days in jail and/or fine of not more than \$500.00 for a second offense, and not more than ninety (90) days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any Qualified Domestic

and was not submitted at the time of this final hea Common Pleas, Division of Domestic Relations, Cu	order that is necessary to implement the orders herein, aring pursuant to Local Rule 28(E)(I) of the Court of ayahoga County, Ohio, shall be prepared by the party, no later than days from this
jurisdiction with respect to the Qualified Domestic extent required to maintain its qualified status and the jurisdiction to enter further orders as are necessar participant as set forth herein, including the recha	<b>DGED AND DECREED</b> that the Court retains Relations Order or Division of Property Order to the ne original intent of the parties. The Court also retains by to enforce the assignment of benefits to the non-contracterization thereof as a division of benefits under of spousal support, if applicable, in the event that the sorder.
take actions, affirmative or otherwise, that can cir	<b>GED AND DECREED</b> that the participant shall not recurrent the terms and provisions of the Qualified Order, or that may diminish or extinguish the rights
IT IS FURTHER ORDERED, ADJUDGE	ED AND DECREED that the
	to her former name of  ED AND DECREED that the costs of this proceeding
shall be paid by	
IT IS SO ORDERED.	
MAGISTRATE	
	JUDGE
PLAINTIFF	DEFENDANT
ATTORNEY FOR PLAINTIFF	ATTORNEY FOR DEFENDANT

